

## **NOTICE OF THE REGULAR VILLAGE BOARD MEETING**

The regular meeting of the Village Board is scheduled for  
Tuesday, December 15, 2020 beginning at 7:30 p.m.

A copy of the agenda for this meeting is attached hereto and  
can be found at [www.tinleypark.org](http://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 may 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 25 people or 25% 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.

***Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) or place requests in the Drop Box at the Village Hall by noon on December 15, 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](mailto: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](mailto: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 Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, December 15, 2020, beginning at 7:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

- 7:30 PM            CALL TO ORDER
  
- PLEDGE OF ALLEGIANCE
  
- ROLL CALL

**ITEM #1**

SUBJECT:            CONSIDER APPROVAL OF AGENDA

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

COMMENTS: \_\_\_\_\_  
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**ITEM #2**

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

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

COMMENTS: \_\_\_\_\_  
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**ITEM #3**

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

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

- Rizza Cadillac Buick GMC, 8425 159th Street

**No specific action required.**



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

SUBJECT: CONSIDER APPOINTING JENISE LOPEZ TO THE POSITION OF BUILDING PERMIT TECHNICIAN, EFFECTIVE DECEMBER 15, 2020 - **President Vandenberg**

ACTION: Discussion: Human Resources conducted a search and received 58 applications that were shortlisted to seven (7). Interviews were conducted by a panel of Community Development Management and Human Resources. Following these interviews, Jenise Lopez was identified as the best candidate for this position. Jenise has thirteen (13) years of municipal experience in Planning, Engineering, and Public Works departments. **Consider appointing Jenise Lopez to the position of Building Permit Technician.**

COMMENTS: \_\_\_\_\_  
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**ITEM #5**

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2020-R-125 AUTHORIZING THE CONVEYANCE OF REAL ESTATE TO WILL COUNTY FOR HIGHWAY PURPOSES (PARCEL 0042 & TEMPORARY EASEMENT).
- B. CONSIDER APPROVING THE 2021 REGULAR VILLAGE BOARD MEETING, COMMITTEE OF THE WHOLE, AND STANDING COMMITTEE MEETING SCHEDULE.
- C. CONSIDER REQUEST FROM AMERICAN LEGION POST 615 TO CONDUCT A QUEEN OF HEARTS RAFFLE FROM JANUARY 7, 2021, TO DECEMBER 21, 2021, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$250,000. WINNERS WILL BE DRAWN AT THE AMERICAN LEGION POST 615, 17423 67TH COURT, EACH THURSDAY AT 7:00 P.M.
- D. CONSIDER REQUEST FROM THE CRISIS CENTER FOR SOUTH SUBURBIA TO CONDUCT A RAFFLE THROUGH FEBRUARY 20, 2021, WITH THE WINNER BEING DRAWN ON THAT DAY AT FAMILY HARVEST CHURCH, 18500 92<sup>nd</sup> AVENUE.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,886,321.42 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 4 AND DECEMBER 11, 2020.

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

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-080 AMENDING ORDINANCE 2018-O-066 TO ALLOW FOR A SIDE-ILLUMINATED PROJECTION SIGN AT 6701-6755 SOUTH STREET - **Trustee Mueller**

ACTION: Discussion: The specific request is to amend the variation approving the original projection sign. The variation was approved with the understanding the sign would not be illuminated and the developer is now requesting for the letters on the sign to be side-lit.

The Plan Commission held a Public Hearing on December 3, 2020, and voted 8-0 to unanimously recommend the proposed amendment for approval to the Village Board. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-127 AUTHORIZING THE VILLAGE OF TINLEY PARK TO SEEK CLASS 8 CERTIFICATION FOR CERTAIN PROPERTY IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS REFERRED TO AS DUVAN INDUSTRIAL PARK BY THE OFFICE OF THE COOK COUNTY ASSESSOR - **Trustee Mueller**

ACTION: Discussion: The Village is looking to re-certify the Duvan Drive Industrial Park as Class 8 eligible with Cook County. The designation is only valid for five (5) years and can be renewed for an additional five (5) years. This area had been previously approved in 2007, and with a renewal in 2012, the designation expired in 2017. However, conditions still exist that impede the marketability and vitality of this area. Due to this Industrial Park's close proximity to Will County, the differential in business property taxes between Will and Cook Counties continues to be a significant issue that continues to affect the marketability of these properties. The area still requires assistance, via this Cook County program, to support the continued revitalization of the area.

This item was discussed at the Economic & Commercial Commission Committee on December 14, 2020, and reviewed by the Committee of the Whole prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #8**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-128 APPROVING A COOK COUNTY CLASS 6B SER RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17532 DUVAN DRIVE - **Trustee Mueller**

ACTION: Discussion: This Resolution provides support for the Cook County Class 6b SER incentive to Duvan Acquisition, LLC who is leasing the property to Cabinet Wholesale Supply, Inc., a related entity. This Resolution includes a redevelopment agreement that addresses the improvements that must be completed. If those items are not met, the Village can choose to revoke the reclassification.

This item was discussed at the Economic & Commercial Commission on December 14, 2020, and the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #9**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-081 GRANTING A SPECIAL USE FOR A HERITAGE SITE MIXED-USE BUILDING AT 16820 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, is seeking to convert the property at 16820 Oak Park Avenue zoned NG (Neighborhood General) from a single-family home into a mixed-use building. The proposal allows the redevelopment of the structure for the relocation of an existing Tinley Park business office and a two-bedroom apartment on the second floor.

The Plan Commission held a Public Hearing on December 3, 2020, and voted 8-0 to recommend approval of the Special Use with conditions in accordance with the plans as listed in the “Listed Reviewed Plans” and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #10**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-082 GRANTING VARIATIONS FROM THE ZONING ORDINANCE FOR THE PROPERTY LOCATED AT 16820 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, is seeking three (3) Variations related to the creation of a mixed-use building on the property located at 16820 Oak Park Avenue in the NG (Neighborhood General) zoning district. The Variations include the investment threshold for a heritage site, covered residential parking, and minimum dwelling size requirements.

The Plan Commission held a Public Hearing on December 3, 2020, and voted 8-0 to recommend approval of the three (3) Variations and adopted the Findings of Fact in accordance with the plans as listed in the “Listed Reviewed Plans” as indicated in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #11**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-129 APPROVING AND ACCEPTING THE “2020 HOLDINGS PLAT OF SUBDIVISION” FOR THE PROPERTY LOCATED AT 16820 OAK PARK AVENUE. - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, has requested Final Plat approval associated with the mixed-use redevelopment on the site located at 16820 Oak Park Avenue in the NG (Neighborhood General) zoning district.

The Plan Commission reviewed the Final Plat of Subdivision with recommended conditions and voted 8-0 to recommend approval. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-130 APPROVING AND ACCEPTING THE “PLAT OF CONSOLIDATION” FOR THE PROPERTY LOCATED AT 17201 RIDGELAND AVENUE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, George Modrovic, on behalf of IBD Corp, has requested approval of the Plat of Consolidation for three (3) lots.

The Plan Commission voted 6-0 to recommend approval of the Plat. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-083 GRANTING TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE TO PERMIT MEDICAL OFFICES AS A SPECIAL USE IN THE MU-1 ZONING DISTRICT - **Trustee Mueller**

ACTION: Discussion: The proposed text amendment allows for a “Business and professional offices, including medical” to be permitted with a Special Use Permit in the MU-1, Mixed Use Duvan Drive Overlay District.

The Plan Commission held a Public Hearing on December 3, 2020 and voted 8-0 to unanimously recommended the proposed text amendments for approval to the Village Board. Due to the time constraints associated with the request, it has been recommended that the typical first reading be waived on this text amendment. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-084 GRANTING TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE TO REGULATE EMERGENCY-RELATED TEMPORARY USES - **Trustee Mueller**

ACTION: Discussion: The proposed text amendment provides for temporary uses related to emergencies or disasters such as COVID-19 testing.

The Plan Commission held a Public Hearing on December 3, 2020 and voted 8-0 to unanimously recommended the proposed text amendments for approval to the Village Board. Staff requests the first reading be waived on this text amendment. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-085 GRANTING A SPECIAL USE FOR A MEDICAL OFFICE TO PERMIT NAS TESTING CENTER AT 7460 DUVAN DRIVE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Amer Sweis, on behalf of NAS Testing Center (tenant), is proposing a drive-thru COVID-19 and medical testing facility at 7460 Duvan Drive in the MU-1 (Mixed Use Duvan Drive) Zoning District.

The Plan Commission held a Public Hearing on December 3, 2020 and voted 8-0 to recommend approval of the Special Use with conditions in accordance with the plans as listed in the “Listed Reviewed Plans” and Findings of Fact in the Staff Report. **This is Ordinance eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #16**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-131 AUTHORIZING A RENEWAL OF A MAINTENANCE AGREEMENT WITH MERIDIAN IT FOR CISCO PRODUCTS USED IN THE VILLAGE’S COMPUTER SYSTEM - **Trustee Brady**

ACTION: Discussion: The annual Cisco maintenance/license agreements allows the Village to receive rapid support on software and hardware issues, receive the latest patches, avoid high transactional fees due to failures and feature keys to preserve the network security. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #17**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-132 APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ITS PATROL OFFICERS REPRESENTED BY THE METROPOLITAN ALLIANCE OF POLICE TINLEY PARK CHAPTER #192 (SUBJECT TO FINAL ATTORNEY REVIEW) - **Trustee Brennan**

ACTION: Discussion: The prior collective bargaining agreement expired on April 30, 2020. Following negotiations, an agreement was reached earlier this month. All necessary changes have been made and reviewed by the Village and the Union. Patrol officers will receive a 2% increase retroactive to May 1, 2020, 2% for FY 2022, 2.25% for FY 2023, and 2.55% for FY 2024. Employee insurance premium contributions will increase to 11% in 2021, and 12% in 2022. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-086 AMENDING TITLE XI CHAPTER 112 SECTION 20 (K) (2) OF THE TINLEY PARK MUNICIPAL CODE – AMENDING CLASS K-1 LIQUOR LICENSE REQUIREMENTS - **President Vandenberg**

ACTION: Discussion: The Village currently has two (2) liquor license classifications for establishments operating as a banquet/event space. A recent liquor license request for a banquet space has prompted review of this section of the code—specifically in terms of catering—to ensure the best fit for current and future requests. This Ordinance removes the requirement for the K-1 license holder to be the sole caterer for all events. This item was discussed at the Committee of the Whole on November 17, 2020. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-087 INCREASING THE NUMBER OF CLASS "K-1" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE - THE WHISTLE EVENTS AND CATERING “WEC” 7537 W 159TH ST - **President Vandenberg**

ACTION: Discussion: This Ordinance amends the Municipal Code to increase the number of Class K-1 Liquor Licenses by one (1), and awards that license to The Whistle Events and Catering "WEC" located at 7537 W 159th St. The Class K-1 License authorizes the retail sale of liquor in conjunction with banquet functions of less than 250 people. This item was discussed at the Committee of the Whole meeting held on November 17, 2020. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-088 AMENDING TITLE XI CHAPTER 110 SECTION 28 OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES - PRORATION OF FEES - **Trustee Brady**

ACTION: Discussion: Title XI Chapter 110 Section 28 of the Village's Municipal Code discusses the proration of Business Licenses Fees for applicants who apply at any given time throughout the calendar year. This Ordinance eliminates the proration of business license fees which is inconsistent with other Village licensing policies. The business license fees are typically no more than \$300 and do not warrant proration due to the underlying costs of issuance and other activities associated with business licensing. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-126 AUTHORIZING THE CONVEYANCE OF REAL ESTATE TO WILL COUNTY FOR HIGHWAY PURPOSES (PARCEL 0041 & TEMPORARY EASEMENT) - **Trustee Glotz**

ACTION: Discussion: Will County needs to purchase .493 acres of land for the 80th Avenue widening project that is adjacent to the Public Works building and owned by the Village. As a result of the purchase, the Village will have to relocate four (4) utility poles and six (6) parking spaces. The County also will need 1.479 acres for the temporary easement for construction. The Village will be compensated \$132,500, which includes \$100,000 for the fair market value of the property according to an appraisal, and \$32,500 for the temporary easement. The County will also put \$144,075 in a construction escrow for the parking area and a fence along 80<sup>th</sup> Avenue. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-071 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR - **Trustee Galante**

ACTION: Discussion: The property tax levy request for 2020 will be set at \$28,143,499. This amount represents a 2.08% increase over the previous year’s requested tax levy dollars. Since the overall levy increase is less than 5% of the prior year’s extended levy, publication of a Truth in Taxation notice (Black Box) and Public Hearing are not required. The amount of the levy was reviewed and determined at the Committee of the Whole meeting held on December 1, 2020. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-072 ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009, IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **Trustee Galante**

ACTION: Discussion: The 2020 tax levy for this bond issue is established at \$1,113,870, and the Village is in a position to abate \$763,870 of this levy from the following sources and amounts:

Water and Sewer Revenue Fund	\$376,644.20
Tax/Bond Stabilization Fund	\$283,125.80
Surtax Capital Projects Fund	\$104,100.00

The net levy for this bond issue will be \$350,000. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #24**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-073 ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011, IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (LIBRARY) - **Trustee Galante**

ACTION: Discussion: The 2020 tax levy for this bond issue is established at \$660,800, and the Village is in a position to abate \$150,000 of this levy from the Village’s Surtax Capital Projects Fund. The net levy will be \$510,800 for this bond issue. This debt service item appears as part of the levy for the Tinley Park Public Library. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #25**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-074 ABATING ALL OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013, IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **Trustee Galante**

ACTION: Discussion: The 2020 tax levy requirement for this bond issue is established at \$973,650, and the Village is in a position to abate the entire amount of this levy from the following sources and amounts:

Hotel/Motel Tax Fund/Oak Park Avenue TIF	\$389,460.00
Surtax Capital Projects Fund	\$417,247.96
Water & Sewer Fund	\$139,085.91
Stormwater Management Fund	\$17,399.13
Main Street South TIF	\$10,457.00

The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #26**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-075 ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, WILL COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER) - **Trustee Galante**

ACTION: Discussion: In July 2017, the Village of Tinley Park entered into agreements with Elementary School District 159, Rich Township High School District 227, and The Harp Group, Inc. related to the hotel property located at 18501 Convention Center Drive and attached to the Village's Convention Center facility. The Harp Group purchased the hotel property and requested assistance with regard to the significant property tax bill for this location. Under these agreements, the three (3) governments (Village, 159 and 227) will abate 50% of the respective government's property taxes extended for the property for a period of ten (10) years, or a cumulative and collective \$4 million in abatements, whichever comes first. This Ordinance represents the third year of abatement, and a copy of the Ordinance will be filed with the Cook County Clerk. The two (2) school districts will provide similar direction for their respective abatements to the Cook County Clerk. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. **This Ordinance is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #27**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-076 ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT) - **Trustee Galante**

ACTION: Discussion: In July 2017, the Village Board approved Resolution 2017-R-039 adopting an inducement agreement with Surface Shields, Inc. to locate its manufacturing facility in Tinley Park. Under this agreement, provided that the Company met or exceeded certain benchmarks, the Village would abate 50% of the property taxes extended for the Village of Tinley Park for a period of 4 years. The Company has met the requirements of the inducement agreement and is eligible for a tax abatement as provided under the agreement. This Ordinance represents the third year of abatements under the inducement agreement. This Ordinance will direct the Will County Clerk to abate 50% of the property taxes extended against this property. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. **This Ordinance is eligible for adoption.**

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

**ITEM #28**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-133 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY'S INC. FOR POST 4 (8499 BROOKSIDE GLEN DRIVE) IMPROVEMENTS - **Trustee Glotz**

ACTION: Discussion: This project includes the replacement of the control panel, replacement of the building, and upgrading the outdated electrical components currently in use at Post 4 sanitary sewer lift station (8399 Brookside Glen Drive).

Consider awarding a contract to Airy's Inc. in the amount of \$598,042. This item was approved at the December 1, 2020 Committee of the Whole meeting. **This Resolution is eligible for adoption.**

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

**ITEM #29**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-124 PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **President Vandenberg**

ACTION: Discussion: This Resolution would allow the necessary approvals for Santa Claus to land in Tinley Park as often as deemed appropriate. **This Resolution is eligible for adoption.**

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

**ITEM #30**

SUBJECT: RECEIVE COMMENTS FROM STAFF -

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

**ITEM #31**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

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

**ITEM #32**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

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

**ITEM #33**

SUBJECT: CONSIDER APPROVAL OF A REQUEST BY THE FOLLOWING VILLAGE BOARD MEMBERS TO ATTEND THE EXECUTIVE SESSION BY REMOTE ELECTRONIC MEANS - Clerk Thirion

ACTION: Discussion: The following Village Board member has requested to attend the Executive Session by remote electronic means:

- Village President Jacob Vandenberg

**Consider approval of remote electronic attendance of the above-mentioned Village Board Member(s) to attend the executive session remotely.**

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

**ITEM #34**

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- B. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- C. 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.
- D. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.
- E. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC

EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

ADJOURNMENT

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

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on December 1, 2020. President Vandenberg called this meeting to order at 8:33 p.m.

At this time, President Vandenberg stated this meeting is being conducted pursuant to Governor Pritzker's disaster proclamation and Public Act 101-0640, which amends requirements of the Open Meetings Act due to the COVID-19 pandemic. Pursuant to the same, the Village Board finds that it would be impractical to conduct an in-person meeting with all members present. Elected officials confirmed they were able to hear one another. President Vandenberg asked if anyone from the public requested to comment either in writing or telephonically. Deputy Clerk Godette stated there were no written comments or requests to comment via telephone received.

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

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

Village President: Jacob C. Vandenberg (Participated Electronically)  
Village Clerk: Kristin A. Thirion

Trustees: Cynthia A. Berg  
William P. Brady  
William A. Brennan  
Diane M. Galante  
Michael W. Glotz  
Michael G. Mueller

Absent:

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

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

Motion was made by Trustee Mueller, seconded by Trustee Brady, to approve and place on file the minutes of the Special Village Board Meeting held on November 17, 2020. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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

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

- A. CONSIDER ADOPTING RESOLUTION 2020-R-120 AUTHORIZING A CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND COMCAST OF ILLINOIS X, LLC.
- B. CONSIDER ADOPTING RESOLUTION 2020-R-118 PROVIDING WAIVERS FOR VARIOUS LIQUOR AND BUSINESS LICENSE FEES FOR CALENDAR YEAR 2021 DUE TO COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS.
- C. CONSIDER ADOPTING RESOLUTION 2020-R-117 APPROVING AN AGREEMENT WITH THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S BUS SHELTER PROGRAM.
- D. CONSIDER ADOPTING RESOLUTION 2020-R-119 AUTHORIZING A CONTRACT WITH INTEGRATED DOCUMENT TECHNOLOGIES (IDT) FOR CAPSYS AND ONBASE SYSTEM UPGRADES - DOCUMENT MANAGEMENT.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$4,033,640.04 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED NOVEMBER 20 AND NOVEMBER 25, 2020.

President Vandenberg asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. Trustee Berg asked to remove the following Consent Agenda Item for a separate vote:

- B. CONSIDER ADOPTING RESOLUTION 2020-R-118 PROVIDING WAIVERS FOR VARIOUS LIQUOR AND BUSINESS LICENSE FEES FOR CALENDAR YEAR 2021 DUE TO COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS.

President Vandenberg asked if anyone from the Board would like to remove or discuss any other items from the Consent Agenda. No one came forward.

Vote on roll call for Consent Agenda Items A, C, D, and E. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made Trustee Mueller, seconded by Trustee Brennan to vote on roll call for Consent Agenda Item B. President Vandenberg asked if anyone from the Board would care to discuss. No one came forward. Vote on roll call: Ayes: Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Abstain: Berg. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Glotz, to adopt and place on file **ORDINANCE 2020-O-077 GRANTING A CORNER FENCE VARIATION FOR CERTAIN PROPERTY LOCATED AT 8350 CLOVERVIEW DRIVE**. The Petitioners, Orlando and Olivia Alvarez, are seeking a



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

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Variation from the Zoning Ordinance to permit a 6-foot high privacy fence to extend into the required secondary front yard of their property.

The Zoning Board of Appeals held a Public Hearing on November 12, 2020, and voted 3-0 to recommend approval of the amended Variation request in accordance with plans and findings of fact as listed in the November 12, 2020 Staff Report. President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public would care to comment. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2020-O-078 GRANTING A SPECIAL USE FOR LEVEL 2 OPEN STORAGE ON PROPERTY LOCATED AT 17201 RIDGELAND AVENUE (IBD CORP, PETITIONER)**. The Petitioner, George Modrovic, on behalf of IBD Corp., is seeking a Special Use Permit to allow ELFI wall systems to store finished products in an area measuring 200' x 25' on the south side of the building.

The Plan Commission held a Public Hearing on November 19, 2020, and voted 6-0 to recommend approval of the Special Use with recommended conditions in accordance with the plans as listed in the "Listed Reviewed Plans" and Findings of Fact in the November 19, 2020 Staff Report. President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public would care to comment. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adopt and place on file **RESOLUTION 2020-R-122 APPROVING A COOK COUNTY CLASS 8 RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17201 RIDGELAND AVENUE AND 17401 RIDGELAND AVENUE**. This Resolution provides support for the Cook County Class 8 incentive which reduces the tax assessment ratio for ten (10) years. IBD Corp. will be leasing the property to ELFI, a related entity. This Resolution includes a redevelopment agreement that addresses the improvements that must be completed. If those items are not met, the Village can choose to revoke the reclassification.

The Economic and Commercial Commission reviewed the application at their November 9, 2020 meeting and voted 6-0 to recommend approval of the Class 8 reclassification. This item was discussed at the Committee of the Whole committee held on December 1, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public would care to comment. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2020-R-121 AUTHORIZING A GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM CONTRACT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND MUNICIPAL GIS PARTNERS, INCORPORATED**. This Resolution is an updated executive board agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP). The Village has the right to terminate the agreement upon ninety (90) days written notice to the service provider. The reduced cost during the COVID-19 period will be \$151,668. Funds for this expenditure were budgeted for a not to exceed amount of \$208,514. This renewal term shall commence on January 1, 2021, and remain in effect until December 31, 2021. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public. President Vandenberg asked if there

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

Motion was made by Trustee Glotz, seconded by Trustee Brady, to adopt and place on file **RESOLUTION 2020-R-123 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WILL COUNTY FOR THE PROPOSED IMPROVEMENT OF 80TH AVENUE FROM SOUTH OF 191ST STREET TO NORTH OF 183RD STREET IN THE COUNTIES OF WILL AND COOK.** The Village has been working with Will County on improvements to 80th Avenue from 191st St. to 183rd St. for a number of years. The improvements provide for roadway widening, additional turn lanes, upgraded street lighting, modernization of traffic signals, new traffic signals, pedestrian facilities and landscaping, sidewalk and multi-use path, fiber optic, aesthetics, the reconstruction of the structure over the Union Drainage ditch and I-80, and a new water main. Some of the costs of these improvements will be shared by the county and the Village. The current estimated costs for the shared improvements are \$7.284 million, with the Village responsible for all of the costs over \$5.6 million. After the improvements are completed, the county will transfer jurisdiction of 80th Avenue from Will County to the Village. This item was discussed at the Committee of the Whole meeting held on December 1, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public would care to comment. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2020-O-079 APPROVING ACQUISITION OF RIGHT-OF-WAY FOR HIGHWAY PURPOSES FOR THE IMPROVEMENT OF 80TH AVENUE & APPROPRIATING FUNDS (PIN 19-09-11-200-014-0000 & 19-09-12-100-012-0000).** The Village needs to acquire several properties and easements for the bike path that will be constructed with the 80th Avenue improvements being undertaken by Will County. The cost of the properties including expenses will not exceed \$65,000. This item was discussed at the Committee of the Whole meeting held on December 1, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. President Vandenberg asked if anyone from the public would care to comment. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Mueller, to amend **ORDINANCE 2020-O-071 LEVING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK.** President Vandenberg asked if there was any discussion on this amendment. Assistant Treasurer Andrew Brown stated the amended property tax levy request amount is \$28,143,532, which represents a \$573,000 increase (2.07%) over the previous year's requested tax levy dollars of \$27,570,532. The amended amount was discussed and determined at the Committee of the Whole held on December 1, 2020. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Berg, to place on first read **ORDINANCE 2020-O-071 LEVING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR AS AMENDED.** The property tax levy request for 2020 will be set at \$28,143,532. This amount represents a 2.07% increase over the previous year's requested tax levy dollars. Since the overall levy increase is less than 5% of the prior year's extended levy, publication of a Truth in Taxation notice (Black Box) and Public Hearing are not required. The amount of the levy was reviewed at the Committee of the Whole meeting held on November 17, 2020. It was discussed again at the Committee of the Whole meeting held on December 1, 2020 where the amount of the levy was determined. President

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

Motion was made by Trustee Galante, seconded by Trustee Mueller, to place on first read **ORDINANCE 2020-O-072 ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009, IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.** The 2020 tax levy for this bond issue is established at \$1,113,870, and the Village is in a position to abate \$763,870 of this levy from the following sources and amounts:

Water and Sewer Revenue Fund	\$376,644.20
Tax/Bond Stabilization Fund	\$283,125.80
Surtax Capital Projects Fund	\$104,100.00

The net levy for this bond issue will be \$350,000. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Berg, to place on first read **ORDINANCE 2020-O-073 ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011, IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (LIBRARY).** The 2020 tax levy for this bond issue is established at \$660,800, and the Village is in a position to abate \$150,000 of this levy from the Village's Surtax Capital Projects Fund. The net levy will be \$510,800 for this bond issue. This debt service item appears as part of the levy for the Tinley Park Public Library. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Brennan, to place on first read **ORDINANCE 2020-O-074 ABATING ALL OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013, IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.** The 2020 tax levy requirement for this bond issue is established at \$973,650, and the Village is in a position to abate the entire amount of this levy from the following sources and amounts:

Hotel/Motel Tax Fund/Oak Park Avenue TIF	\$389,460.00
Surtax Capital Projects Fund	\$417,247.96
Water & Sewer Fund	\$139,085.91
Stormwater Management Fund	\$17,399.13
Main Street South TIF	\$10,457.00

The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Brady, to place on first read **ORDINANCE 2020-O-075 ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, WILL COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)**. In July 2017, the Village of Tinley Park entered into agreements with Elementary School District 159, Rich Township High School District 227, and The Harp Group, Inc. related to the hotel property located at 18501 Convention Center Drive and attached to the Village's Convention Center facility. The Harp Group purchased the hotel property and requested assistance with regard to the significant property tax bill for this location. Under these agreements, the three (3) governments (Village, 159 and 227) will abate 50% of the respective government's property taxes extended for the property for a period of ten (10) years, or a cumulative and collective \$4 million in abatements, whichever comes first. This Ordinance represents the third year of abatement, and a copy of the Ordinance will be filed with the Cook County Clerk. The two (2) school districts will provide similar direction for their respective abatements to the Cook County Clerk. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Mueller, place on first read **ORDINANCE 2020-O-076 ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)**. In July 2017, the Village Board approved Resolution 2017-R-039 adopting an inducement agreement with Surface Shields, Inc. to locate its manufacturing facility in Tinley Park. Under this agreement, provided that the Company met or exceeded certain benchmarks, the Village would abate 50% of the property taxes extended for the Village of Tinley Park for a period of four (4) years. The Company has met the requirements of the inducement agreement and is eligible for a tax abatement as provided under the agreement. This Ordinance represents the third year of abatements under the inducement agreement. This Ordinance will direct the Will County Clerk to abate 50% of the property taxes extended against this property. The abatement items were provided at the Committee of the Whole meeting held on November 17, 2020. President Vandenberg asked if there were any comments from members of the Board. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

President Vandenberg asked if there were any comments from Staff.

Village Manager Niemeyer thanked staff for their work with the mid-year budget. He commented on great job they did at minimizing expenses during this trying time. He noted that Assistant Village Manager Pat Carr negotiated a reduced fee for the GIS agreement which saved the Village approximately \$57,000. Mr. Niemeyer stated that these are the types of savings needed during this difficult time.

Assistant Village Manager Pat Carr recognized and thanked Senior IT Technician Steve Clemmer on his 23 years of service to the Village. Mr. Clemmer, who is also the Deputy Emergency Management Director, will be retiring in December.

Fire Chief Forrest Reeder commented on a fire incident that occurred on December 1, 2020 at an apartment building on the 6500 block of 173<sup>rd</sup> Place. Fire Chief Reeder stated that no injuries were incurred thanks to efforts of the crew on Truck 46. The crew performed a window rescue of two (2) juveniles from a second-floor bedroom. The crew was led by Lieutenant French and Firefighter Andrews. The structure is not habitable at this time.



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President Vandenberg asked if there were any comments from Board.

Trustee Berg announced that the Virtual Tree Lighting Ceremony will take place on the Village's Facebook page this Friday, December 4, 2020, from 6:00 to 7:00 p.m. The night's activities will include carolers, remarks from the Mayor and Village Board, a virtual walk-through of the Holiday Winter Walk, and the lighting of the holiday tree.

Trustee Brady encouraged residents to go out and see the decorations in the Village's neighborhoods.

Trustee Mueller commented on recent statements about whether information has been evenly distributed to the Village Board. He feels these statements are misleading, particularly in the case of information regarding the Harlem/Vollmer property purchase. He noted that the communication received by him was shared with all Village Board members. Trustee Mueller also spoke to the communications received by the Village Board regarding the Chicago Tribune article about the Harlem/Vollmer property. He stated his concerns about how an inaccurate portrayal of events will affect the Village's ability to negotiate to the benefit of the Village's residents.

Trustee Glotz feels staff did an excellent job of presenting information regarding the Harlem/Vollmer property purchase to the Village Board. The information received by the Board assists them in making informed decisions on projects. He thanked staff for their work in getting the information to the Board. Trustee Glotz believes that the misinformation on the Harlem/Vollmer project has cost the Village lost revenue.

Trustee Galante stated that she did not give out this information. She noted that she may have misspoken about the information she received.

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

At this time Deputy Clerk Laura Godette called a citizen who requested to give their public comment telephonically.

Village Attorney Connelly then presented an explanation of the temporary procedures and rules that were noticed by the Village under the Governor's disaster proclamation. In these written rules 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. President Vandenberg asked the Village Attorney to confirm if the motion is a motion moved by a Board member followed by a full vote. Village Attorney Connelly stated that is correct.

The caller referred to the Village's ordinance for public comment. Village Attorney Connelly stated that at this time the Village is not proceeding under this ordinance, the Village is proceeding under temporary procedures and rules used by the Village under the Governor's disaster declaration.

The caller requested the additional three (3) minutes of comment time. The Village Attorney asked the Board

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

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for a motion to provide the requested additional three (3) minutes of comment time. No motion was made by the Board. The Village Attorney asked the caller to proceed with his three (3) minutes of public comment time.

The caller commented on special and regular Board meetings and his Open Meetings Act Request for Review with the Illinois Attorney General. During the callers comments a point of order was made by Trustee Mueller on order and decorum. The Village President recognized the point of order and informed the caller to keep his comments to Village business and keep them from slanderous attacks at specific individuals without evidence. The caller continued.

Rick Heidner requested an additional three (3) minutes of public comment time. A motion was made by Trustee Brennan, seconded by Trustee Berg, to grant an additional three (3) minutes of public comment time to Rick Heidner. The Village Attorney asked if there was any discussion. There was none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz. Nays: Mueller. Absent: None. President Vandenberg declared the motion carried.

Mr. Heidner stated his appreciation of the Mayor, Board, and community of Tinley Park. He stated concerns about the Chicago Tribune article regarding the Harlem/Vollmer property. He is the owner of this property. He commented that the disinformation provided to the Tribune was very damaging. He explained his intentions for the property, noting it became more valuable once Amazon was built across the street from it. He has had offers on the property and is working the lesser of the offers because this offer does not require a Tax Increment Financing District. He stated he wants this property to be in Tinley Park.

A citizen requested an additional three (3) minutes of public comment time. A motion was made by Trustee Brennan, seconded by Trustee Glotz, to grant an additional three (3) minutes of public comment time to this citizen. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz. Nays: Mueller. Absent: None. President Vandenberg declared the motion carried.

The citizen commented on the information provided to the Village Board regarding the purchase of the Harlem/Vollmer property. She stated her concerns with the safety and security at the Tinley Park Mental Health Center (TPMHC) property. She would like the Village to do something to ensure the safety at the TPMHC property.

Mike Stuckly commented on his concerns with certain Village Board members. During Mr. Stuckly's comments a point of order was made by Trustee Galante on order and decorum. The Village President recognized the point of order and informed Mr. Stuckly to direct his comments to the entire Village Board and that there will not be questions and answers. Mr. Stuckly continued.

Motion was made by Trustee Brady, seconded by Trustee Galante, to **CONSIDER APPROVAL OF A REQUEST BY THE FOLLOWING VILLAGE BOARD MEMBERS TO ATTEND THE EXECUTIVE SESSION BY REMOTE ELECTRONIC MEANS**. The following Village Board members have requested to attend the Executive Session by remote electronic means:

- Village President Jacob Vandenberg

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

Motion was made by Trustee Mueller, seconded by Trustee Berg, at 9:39 p.m. to adjourn to Executive Session to discuss the following:

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- A. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- 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. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to adjourn the regular Board meeting at 10:28 p.m. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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



**CONSIDER THE APPOINTMENT  
OF**

**CONSIDER APPOINTING  
JENISE LOPEZ TO THE  
POSITION OF BUILDING  
PERMIT TECHNICIAN**

**President Vandenberg**

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

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**RESOLUTION**  
**2020-R-125**

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**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL  
ESTATE TO WILL COUNTY FOR HIGHWAY PURPOSES  
(PARCEL 0042)**

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

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

**VILLAGE OF TINLEY PARK**  
**COOK AND WILL COUNTIES, ILLINOIS**

**RESOLUTION 2020-R-125**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL ESTATE  
TO WILL COUNTY FOR HIGHWAY PURPOSES (PARCEL 0042)**

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

**WHEREAS**, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, the Village is entitled to transfer real property to the County of Will; 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 convey the certain real estate located in Cook County, Illinois and legally described in **Exhibit A**, to the County of Will for highway purposes for the sum of three thousand dollars (\$3,000.00) and other good and valuable consideration;

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois:

**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 the Board of Trustees of the Village of Tinley Park hereby approve the transfer of certain real estate, described in **Exhibit A**, to the County of Will, and all Village Officials are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such conveyance; and

**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.

PASSED THIS 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 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-125, "A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL ESTATE TO WILL COUNTY FOR HIGHWAY PURPOSES (PARCEL 0042)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT A**  
**Legal Description**

Route: 80<sup>th</sup> Avenue (CH 83)  
Section: 06-00122-16-FP  
County: Cook  
Job No.: R-55-001-097  
Parcel No: 0042  
Station 139+66.05 to Station 142+18.11  
Index No: 27-36-402-018

Parcel 0042

That part of the West 1900 feet of the Southwest Quarter of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Beginning at the intersection of the east right of way line of 80<sup>th</sup> Avenue per Document No. 94114564 with the southerly right of way line of Timber Drive per Document No. 0404118149; thence North 59 degrees 39 minutes 02 seconds East, on said southerly right of way line, 28.51 feet to a point 25.00 feet East of, as measured perpendicular to, said east right of way line of 80<sup>th</sup> Avenue; thence South 01 degree 37 minutes 58 seconds East, parallel with said east right of way line, 252.06 feet to the centerline of the north branch of the Flossmoor road drainage ditch; thence North 73 degrees 00 minutes 02 seconds West, on said centerline, 26.38 feet to said east right of way line; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 229.93 feet to the Point of Beginning.

Said Parcel containing 0.138 acre, more or less

FOR INFORMATION AND POSTING PURPOSES  
Per 5 ILCS 120/2.03

**NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE  
BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,  
FOR THE CALENDAR YEAR 2021**

NOTICE IS HEREBY GIVEN that the **BOARD OF TRUSTEES** of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2021 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 7:30 PM** local time, on the following dates:

January 5, 2021  
January 19, 2021

February 2, 2021  
February 16, 2021

March 2, 2021  
March 16, 2021

April 13, 2021  
April 20, 2021

May 4, 2021  
May 18, 2021

June 1, 2021  
June 15, 2021

July 6, 2021  
July 20, 2021

August 3, 2021  
August 17, 2021

September 7, 2021  
September 21, 2021

October 5, 2021  
October 19, 2021

November 2, 2021  
November 16, 2021

December 7, 2021  
December 21, 2021

Board of Trustees  
Village of Tinley Park, IL

By: Kristin A. Thirion  
Village Clerk

**NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE  
COMMITTEE OF THE WHOLE  
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,  
FOR THE REMAINDER CALENDAR YEAR 2021**

NOTICE IS HEREBY GIVEN that the **COMMITTEE OF THE WHOLE** of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2021 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 7:00 PM** local time, on the following dates:

January 5, 2021  
January 19, 2021

July 6, 2021  
July 20, 2021

February 2, 2021  
February 16, 2021

August 3, 2021  
August 17, 2021

March 2, 2021  
March 16, 2021

September 7, 2021  
September 21, 2021

April 13, 2021  
April 20, 2021

October 5, 2021  
October 19, 2021

May 4, 2021  
May 18, 2021

November 2, 2021  
November 16, 2021

June 1, 2021  
June 15, 2021

December 7, 2021  
December 21, 2021

Board of Trustees  
Village of Tinley Park, IL

By: Kristin A. Thirion  
Village Clerk



FOR INFORMATION AND POSTING PURPOSES  
Per 5 ILCS 120/2.03

**NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE  
PUBLIC SAFETY; PUBLIC WORKS; AND ADMINISTRATION AND LEGAL COMMITTEES  
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,  
FOR THE CALENDAR YEAR 2021**

NOTICE IS HEREBY GIVEN that the **PUBLIC SAFETY; PUBLIC WORKS; AND  
ADMINISTRATION AND LEGAL COMMITTEES** of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2021 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 6:30 PM** local time, on the following dates:

January 5, 2021

July 6, 2021

February 2, 2021

August 3, 2021

March 2, 2021

September 7, 2021

April 13, 2021

October 5, 2021

May 4, 2021

November 2, 2021

June 1, 2021

December 7, 2021

Board of Trustees  
Village of Tinley Park, IL

By: Kristin A. Thirion  
Village Clerk

FOR INFORMATION AND POSTING PURPOSES  
Per 5 ILCS 120/2.03

**NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE  
FINANCE; ECONOMIC DEVELOPMENT & MARKETING; AND COMMUNITY DEVELOPMENT  
COMMITTEES OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS,  
FOR THE CALENDAR YEAR 2021**

NOTICE IS HEREBY GIVEN that the **FINANCE; ECONOMIC DEVELOPMENT & MARKETING; AND COMMUNITY DEVELOPMENT COMMITTEES** of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the calendar year 2021 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 6:30 p.m.** local time, on the following dates:

January 19, 2021

July 20, 2021

February 16, 2021

August 17, 2021

March 16, 2021

September 21, 2021

April 20, 2021

October 19, 2021

May 18, 2021

November 16, 2021

June 15, 2021

December 21, 2021

Board of Trustees  
Village of Tinley Park, IL

By: Kristin A. Thirion  
Village Clerk

Queen of Hearts

**RAFFLE LICENSE APPLICATION**

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

**DATE:** 12/08/2020

**1. NAME OF ORGANIZATION:** American Legion Post 615

**2. ADDRESS:** 17423 67th Ct Tinly Park, IL

**3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:**  
\_\_\_\_\_

**4. ADDRESS OF PLACE FOR RAFFLE DRAWING**  
Same

**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:** 17JUL31

**7. PLACE AND DATE OF INCORPORATION:** Tinley Park, 17JUL31

**8. NUMBER OF MEMBERS IN GOOD STANDING:** 400+

**9. PRESIDENT/CHAIRPERSON:** Jim Taylor  
**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**10. RAFFLE MANAGER:** Glendora Lynch  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:**  
**NAME:** Jim Taylor  
**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_  
**NAME:** Glendora Lynch  
**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**(ATTACHED ADDITIONAL SHEET IF NECESSARY)**

RAFFLE APPLICATION | 2

**RAFFLE INFORMATION**

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

Friday Through Thursday 01/07/2021 to 12/31/2021

**13. LOCATION OF TICKET SALES:**

American Legion Post 615

**14. LOCATION FOR DETERMINING WINNERS:**

Same

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

Thursday 7pm

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

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

**17. MAXIMUM RETAIL VALUE OF EACH PRIZE:**

\$ \_\_\_\_\_

**18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$**1.00

**19. § 132.38 FIDELITY BOND REQUIRED**

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

**FIDELITY BOND**  **WAIVER OF BOND STATEMENT BY ORGANIZATION**

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

**NAME OF ORGANIZATION:** American Legion Post 615

**EXECUTIVE DIRECTOR:** Jim Taylor



AMELG-1

OP ID: PK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Southpoint Insurance Agcy, Inc 15341 S 94th Ave Ste 100 Orland Park, IL 60462 Patricia A. Kelly		<b>CONTACT NAME:</b> Patricia A. Kelly <b>PHONE (A/C, No, Ext):</b> 708-390-2541 <b>E-MAIL ADDRESS:</b> pkelly@thinksouthpoint.com		<b>FAX (A/C, No):</b> 708-478-3368
<b>INSURED</b> American Legion Post 615 Jim Taylor 17423 67th Court Tinley Park, IL 60477		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Grange Insurance Company		14060
		<b>INSURER B:</b> Accident Fund Ins Co of Americ		10166
		<b>INSURER C:</b> Travelers Insurance Co		36137
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP2703031	02/26/2020	02/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP270301	02/26/2020	02/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCV5010400	02/26/2020	02/26/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity Bond			0106995906LB	10/17/2020	10/17/2021	Fidelity 165,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER CANCELLATION**

<b>TINLEYP</b>  Village of Tinley Park 16250 Oak Park Avenue Tinley Park, IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: November 30 2020

1. NAME OF ORGANIZATION: Crisis Center for South Suburbia

2. ADDRESS: P.O. Box 39, Tinley Park, IL 60477

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING
Family Harvest Church, 18500 92nd Ave, Tinley Park, IL 60487

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 [x] LABOR [ ] FRATERNAL [x]
EDUCATIONAL [ ] VETERANS [ ] BUSINESS [ ]

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 41 years

7. PLACE AND DATE OF INCORPORATION: Illinois, April 1979

8. NUMBER OF MEMBERS IN GOOD STANDING:

9. PRESIDENT/CHAIRPERSON: Pamela Kostecky, Executive Director

ADDRESS: [REDACTED] PHONE: [REDACTED]

10. RAFFLE MANAGER: Lisa Molloy

ADDRESS: [REDACTED]

PHONE: [REDACTED] Email: [REDACTED]

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

NAME: Lisa Molloy

ADDRESS: [REDACTED] PHONE: [REDACTED]

NAME: Pamela Kostecky

ADDRESS: [REDACTED] PHONE: [REDACTED]

(ATTACHED ADDITIONAL SHEET IF NECESSARY)



## RAFFLE APPLICATION | 2

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

December 1, 2020- February 20, 2021; Mon-Sun

**13. LOCATION OF TICKET SALES:**

Online and in-person

**14. LOCATION FOR DETERMINING WINNERS:**

18500 92nd Ave, Tinley Park, IL 60487

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

Saturday, February 20, 2021

**16. TOTAL RETAIL VALUE OF ALL PRIZES:** \$ \$7,500  
(MAXIMUM PRIZE AMOUNT \$250,000)

**17. MAXIMUM RETAIL VALUE OF EACH PRIZE:** \$ \$5,000

**18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD** \$ \$50

**19. § 132.38 FIDELITY BOND REQUIRED**

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

**FIDELITY BOND**  **WAIVER OF BOND STATEMENT BY ORGANIZATION**

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

**NAME OF ORGANIZATION:** Crisis Center for South Suburbia

**EXECUTIVE DIRECTOR:** Pamela Kostecki



December 1, 2020

Village of Tinley Park  
10625 S. Oak Park Avenue  
Tinley Park, IL 60477

To Whom It May Concern:

This letter is to notify you that the Crisis Center for South Suburbia has decided to waive the fidelity bond requirement for the raffle baskets and prizes we will have for our Gala 2021 "Lifelines of Love" to be held virtually via broadcast from Family Harvest Church on Saturday, February 20, 2021.

Sincerely,

Pamela A. Kostecki  
Executive Director



12/1/20



**vchlist**  
**12/04/2020 1:27:19PM**

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

**Page: 1**

**Bank code :** apbank

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
189931	12/4/2020	008882 3CMA	120220		MEMBERSHIP DONNA FRAMKE 01-35-000-72720	400.00
					<b>Total :</b>	<b>400.00</b>
189932	12/4/2020	005548 ACTION TARGETS	0468768-IN	VTP-017948	FIAT SWAT-Q TARGETS 01-17-220-73760	259.13
					<b>Total :</b>	<b>259.13</b>
189933	12/4/2020	002856 AIRY'S, INC	24266		8" EZ VALVE JOB SITE 60-00-000-72745 63-00-000-72745 64-00-000-72745 60-00-000-72745 63-00-000-72745 64-00-000-72745	420.19 420.19 360.18 1,337.09 1,337.09 1,146.07
					<b>Total :</b>	<b>5,020.81</b>
189934	12/4/2020	011466 ALBERTSONS/SAFEWAY	112520		****0415 PAPER 01-26-025-73580	20.97
					<b>Total :</b>	<b>20.97</b>
189935	12/4/2020	002517 ALLIED ELECTRONICS INC.	9013512120	VTP-018118	POST 5 TRANSDUCERS 64-00-000-72525 64-00-000-72525	1,272.96 10.00
					<b>Total :</b>	<b>1,282.96</b>
189936	12/4/2020	018781 ALTORFER INDUSTRIES INC	P50C1143748		SENSOR 01-26-023-72530	53.50
					<b>Total :</b>	<b>53.50</b>
189937	12/4/2020	002628 AMERICAN WATER	120120		NOV'20 SEWER TREATMENT BROC 64-00-000-73225	46,396.80
					<b>Total :</b>	<b>46,396.80</b>
189938	12/4/2020	000118 AMS MECHANICAL SYSTEMS	26293	VTP-018108	POST 3 LIFT STATION UPGRADES 65-00-000-72525	10,700.80

**vchlist**  
**12/04/2020 1:27:19PM**

**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>
189938	12/4/2020	000118	000118 AMS MECHANICAL SYSTEMS	(Continued)		<b>Total : 10,700.80</b>
189939	12/4/2020	002665	APPLE CHEVROLET	343222	LAMP 01-19-000-72540	81.66
				343223	BLADE 01-19-000-72540	43.18
					<b>Total :</b>	<b>124.84</b>
189940	12/4/2020	014511	AREA LANDSCAPE SUPPLY, INC.	2069602	C/BAGGED NEW YORK MARBLE 01-26-023-73680	64.00
					<b>Total :</b>	<b>64.00</b>
189941	12/4/2020	010953	BATTERIES PLUS - 277	P33465240	SLIU1RHP AND BOXGRPU1 BATTEF 01-19-000-72540	50.90
				P33699441	SLA12-8F BATTERY	140.00
				P33765945	3V LITHIUM LOW DRAIN BATTERIE 01-26-025-73870	31.08
					<b>Total :</b>	<b>221.98</b>
189942	12/4/2020	002974	BETTENHAUSEN CONSTRUCTION SERV	200190	REMOVAL OF SPOILS FROM RECYC 60-00-000-73681	308.70
					63-00-000-73681	34.30
					64-00-000-73681	147.00
					01-26-023-72890	210.00
			200191		HAULING STONE FROM HANSON T 60-00-000-73860	283.50
					63-00-000-73860	31.50
					64-00-000-73860	135.00
					01-26-023-73860	225.00
					70-00-000-73860	75.00
			200192		HAULING SPOILS TO CHICAGO ST. 60-00-000-73681	66.15
					63-00-000-73681	7.35
					64-00-000-73681	31.50
					01-26-023-72890	45.00
			200193		HAULING STONE FROM HANSON T	

**vchlist**  
**12/04/2020 1:27:19PM**

**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>
189942	12/4/2020	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued)			
					60-00-000-73860	56.70
					63-00-000-73860	6.30
					64-00-000-73860	27.00
					01-26-023-73860	45.00
					70-00-000-73860	15.00
			200194		HAULING SPOILS TO CHICAGO ST	
					63-00-000-73681	17.15
					64-00-000-73681	73.50
					01-26-023-72890	105.00
					60-00-000-73681	154.35
					<b>Total :</b>	<b>2,100.00</b>
189943	12/4/2020	012966	BOLING, THOMAS	11-20	SHAREPOINT MONTHLY MAINTENANCE	
					01-16-000-72650	1,087.50
					<b>Total :</b>	<b>1,087.50</b>
189944	12/4/2020	003148	BREMEN ANIMAL HOSPITAL, LTD	80387	YAMBO RIMADYL AND DASUQUIN	
					01-17-220-72240	224.00
					<b>Total :</b>	<b>224.00</b>
189945	12/4/2020	003243	CDW GOVERNMENT INC	4302189	<HR> - RPLCMNT NOTEBOOK - DIR	
				VTP-018131	30-00-000-74128	744.83
					<b>Total :</b>	<b>744.83</b>
189946	12/4/2020	017349	CHICAGO STREET CCDD, LLC	19936	DUMP FEE 11/10 AND 11/11	
					01-26-023-72890	420.00
					<b>Total :</b>	<b>420.00</b>
189947	12/4/2020	013820	CINTAS CORPORATION	5043230307	MEDICINE CABINET-POLICE DEPT	
					01-26-025-73117	244.47
				5043230308	MEDICINE CABINET-PUMP HOUSE	
					01-26-025-73117	179.14
				5043230330	MEDICINE CABINET- PUMP HOUSE	
					01-26-025-73117	115.79
				5043230335	MEDICINE CABINET- VILLAGE HALL	
					01-26-025-73117	145.84

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189947	12/4/2020	013820 CINTAS CORPORATION	(Continued) 5043230355		MEDICINE CABINET-PUBLIC WORK 01-26-025-73117	335.38
			5043230357		MEDICINE CABINET-SHOOTING RA 01-26-025-73117	148.96
			5043230400		MEDICINE CABINET-PUBLIC SAFET 01-26-025-73117	299.18
<b>Total :</b>						<b>1,468.76</b>
189948	12/4/2020	013820 CINTAS CORPORATION	4068730150		MATS - PW 01-26-025-72790	87.92
<b>Total :</b>						<b>87.92</b>
189949	12/4/2020	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173 01-19-000-72517	87.49
			8771401810784702		ACCT#8771401810784702 7825167 01-19-000-72517	81.17
<b>Total :</b>						<b>168.66</b>
189950	12/4/2020	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 RT/23 17529 66T 01-26-025-72510	47.26
			0363058226		ACCT#0363058226 TFLT 9340 W 17 01-26-024-72510	95.08
			0369095018		ACCT#0369095018 6761 NORTH ST 01-26-024-72510	25.48
			0522112018		ACCT#0522112018 RT/25 PARKING 01-26-024-72510	36.34
			1222218001		ACCT#1222218001 1E OPA S NORT 70-00-000-72510	113.37
			2761036017		ACCT#2761036017 8317 AMBERLY 01-26-024-72510	50.09
			2777112019		ACCT#2777112019 175TH AND SAN 01-26-023-72510	170.14
			3214011009		ACCT#3214011009 16853 LAKEWO 64-00-000-72510	190.37
			3784064010		ACCT#3784064010 16301 CENTRAL 60-00-000-72510	23.21

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189950	12/4/2020	013878	COMED - COMMONWEALTH EDISON	(Continued)	63-00-000-72510	23.21
					ACCT#7063131025 7813 174TH ST	
					64-00-000-72510	31.38
					ACCT#8363023007 179TH &82ND A	
					60-00-000-72510	100.76
					63-00-000-72510	100.77
					<b>Total :</b>	<b>1,007.46</b>
189951	12/4/2020	018234	CORE & MAIN LP	N386460	HYMAX CPLG	
					60-00-000-73630	1,058.07
					63-00-000-73630	117.56
					64-00-000-73630	503.85
					<b>Total :</b>	<b>1,679.48</b>
189952	12/4/2020	003361	CRANA HOMES, INC.	112320	PURCHASE OF ROW,PERM,AND TE	
					30-00-000-75805	19,000.00
					<b>Total :</b>	<b>19,000.00</b>
189953	12/4/2020	003361	CRANA HOMES, INC.	112320.	PURCH OF ROW,PERM, AND TEMP	
					30-00-000-75805	12,143.00
					<b>Total :</b>	<b>12,143.00</b>
189954	12/4/2020	016959	DEKKER, JULIE	120120	RE-FURBISHMENT OF 3 WOODEN	
					01-35-000-72954	250.00
					<b>Total :</b>	<b>250.00</b>
189955	12/4/2020	004009	EAGLE UNIFORM CO INC	296792	LEATHER WALLETS	
					01-19-000-72974	215.00
					496766	
					MALT CROSSES ON MATERIAL	
					01-19-000-73610	486.50
					<b>Total :</b>	<b>701.50</b>
189956	12/4/2020	011176	ELEMENT GRAPHICS & DESIGN, INC	16800	RETIREMENT BANNER FOR MARTY	
					VTP-018136	
					01-26-025-72974	154.78
					<b>Total :</b>	<b>154.78</b>
189957	12/4/2020	004087	EMERGENCY MEDICAL PRODUCTS INC	2217326	MASKS,SANITIZER,SANITZING CLC	

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189957	12/4/2020	004087	EMERGENCY MEDICAL PRODUCTS INC (Continued)		01-19-000-73115	1,055.32
					<b>Total :</b>	<b>1,055.32</b>
189958	12/4/2020	004176	FEDEX (FEDERAL EXPRESS)	7-178-81200	ACCT#628785953 SHIPPING COSTS	
				7-186-34380	01-14-000-72110	57.43
					ACCT#628785953 SHIPPING COSTS	
					01-14-000-72110	21.60
					01-17-205-72110	100.20
					<b>Total :</b>	<b>179.23</b>
189959	12/4/2020	016212	FH PASCHEN, SN NIELSEN & ASSOC	4603-024-5	METRA STATION WARMING SHELTI	
					VTP-017588	
					27-00-000-75302	79,628.14
					<b>Total :</b>	<b>79,628.14</b>
189960	12/4/2020	012941	FMP	52-472298	BRAKE PADS	
					60-00-000-72540	30.70
					63-00-000-72540	10.23
					64-00-000-72540	17.55
				52-472563	SPARK PLUG,AIR FILTER,UPPER IN	
					01-17-205-72540	91.03
					<b>Total :</b>	<b>149.51</b>
189961	12/4/2020	011132	FORCE ENTERPRISES	051399	STREET BANNERS	
					01-35-000-73112	340.00
					<b>Total :</b>	<b>340.00</b>
189962	12/4/2020	019609	GIS PLANNING INC	2120729433	GIS PLANNING LICENSE AGREEME	
					84-00-000-20432	3,450.00
					<b>Total :</b>	<b>3,450.00</b>
189963	12/4/2020	015397	GOVTEMPSUSA LLC	3622224	P. WALLRICH PERIOD ENDS OF 11/	
					01-33-310-72790	3,874.50
					<b>Total :</b>	<b>3,874.50</b>
189964	12/4/2020	004438	GRAINGER	9722733103	SPRAY PAINT,HAND DRUM PUMP	
					01-26-025-73580	41.19
					60-00-000-73620	25.41

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189964	12/4/2020	004438 GRAINGER	(Continued)		63-00-000-73620 64-00-000-73620	25.41 21.78 <b>Total : 113.79</b>
189965	12/4/2020	001487 HOMEWOOD DISPOSAL SERVICE	7205787		SWEEPINGS 01-26-023-72890	1,533.50 <b>Total : 1,533.50</b>
189966	12/4/2020	014310 IAFC MEMBERSHIP	69936		MEMBERSHIP- D.RIORDAN,D.ERWI 01-19-000-72720	1,390.00 <b>Total : 1,390.00</b>
189967	12/4/2020	005109 IL. DEPT. OF EMPLYMT SECURITY	111720		NON-COVID19 3RD QTR AMOUNTS 01-14-000-72445	3,872.00 <b>Total : 3,872.00</b>
189968	12/4/2020	018345 ILEAS	2021-00000008		2021 MFF DUES 01-17-205-72720	300.00 <b>Total : 300.00</b>
189969	12/4/2020	004978 ILLINOIS ASSOC.OF CHF POLICE	6900		MEMBERSHIP RENEWAL - ACTIVE 01-17-205-72720	220.00 <b>Total : 220.00</b>
189970	12/4/2020	017866 J & J NEWELL CONCRETE	20-5682	VTP-017851	CONCRETE & FLAT WORK 01-26-023-75200	1,485.25 <b>Total : 1,485.25</b>
189971	12/4/2020	007233 JOLIET SUSPENSION, INC.	125735		REPLACE FRONT SHOCKS AND FR 60-00-000-72540 63-00-000-72540 64-00-000-72540 60-00-000-72540 63-00-000-72540 64-00-000-72540 60-00-000-72540 63-00-000-72540	140.18 46.73 80.09 258.85 86.28 147.92 7.99 2.66

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189971	12/4/2020	007233 JOLIET SUSPENSION, INC.	(Continued)		64-00-000-72540	4.56
					<b>Total :</b>	<b>775.26</b>
189972	12/4/2020	014190 LEHIGH HANSON	5862220		BED BACKFILL	
					01-26-023-73860	243.85
					70-00-000-73860	81.28
					60-00-000-73860	307.24
					63-00-000-72860	34.14
					64-00-000-73860	146.31
			5862864		BED BACKFILL, STONE	
					70-00-000-73860	123.50
					01-26-023-73860	370.52
					60-00-000-73860	466.85
					63-00-000-73860	51.87
					64-00-000-73860	222.32
			5863193		BED BACKFILL	
					70-00-000-73860	25.98
					01-26-023-73860	77.96
					60-00-000-73860	98.22
					63-00-000-73860	10.91
					64-00-000-73860	46.78
					<b>Total :</b>	<b>2,307.73</b>
189973	12/4/2020	007100 M. E.SIMPSON COMPANY, INC	36032		WATER ASSESSMENT PROGRAM 1	
				VTP-018089	60-00-000-72790	19,930.00
					<b>Total :</b>	<b>19,930.00</b>
189974	12/4/2020	015013 MALONE & MALONEY	112320		PURCHASE OF ROW,PERM,AND TE	
					30-00-000-75805	19,000.00
					<b>Total :</b>	<b>19,000.00</b>
189975	12/4/2020	015013 MALONE & MALONEY	112320.		PURCH OF ROW,PERM, AND TEMP	
					30-00-000-75805	12,143.00
					<b>Total :</b>	<b>12,143.00</b>
189976	12/4/2020	013969 MAP AUTOMOTIVE OF CHICAGO	40-586225		REMOVE CORE CHARGES	



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189976	12/4/2020	013969	MAP AUTOMOTIVE OF CHICAGO	(Continued)		
					01-17-205-72540	-64.00
					40-587324	
					SWITCH	
					01-19-020-72540	79.62
					<b>Total :</b>	<b>15.62</b>
189977	12/4/2020	019681	MARBACH, JOSH	Ref001398721	UB Refund Cst #00509734	
					60-00-000-20599	25.90
					<b>Total :</b>	<b>25.90</b>
189978	12/4/2020	012631	MASTER AUTO SUPPLY, LTD.	15030-5415	CWP XC22 WIPER BLADES	
					01-19-000-72540	53.94
				15030-95450	XBO BATTERY MAINTAINER	
					01-19-020-72540	64.08
				15030-95922	STEERING IDLER ARM MOT	
					60-00-000-72540	60.35
					63-00-000-72540	20.11
					64-00-000-72540	34.49
				15030-95933	BRAKE DISCS, BRK PAD PLAT CER	
					01-26-023-72540	245.80
				15030-96037	GAS-MAG TRUCK SHK	
					60-00-000-72540	51.94
					63-00-000-72540	17.32
					64-00-000-72540	29.68
					<b>Total :</b>	<b>577.71</b>
189979	12/4/2020	005673	MC CANN INDUSTRIES, INC.	P12969	BLADE BANNER LINE	
					60-00-000-73410	352.60
					63-00-000-73410	39.18
					64-00-000-73410	167.90
					<b>Total :</b>	<b>559.68</b>
189980	12/4/2020	005645	MEADE ELECTRIC COMPANY INC.	694543	#2 TRAFFIC SIGNAL MAINTENANCE	
					01-26-024-72775	495.00
					<b>Total :</b>	<b>495.00</b>
189981	12/4/2020	006074	MENARDS	96131	GREEN TRIPLE TAP ADAPTER	

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189981	12/4/2020	006074 MENARDS	(Continued)			
			96194		01-35-000-72954 GREEN CORD AND TRIPLE TAP AD.	16.70
			96766		01-35-000-72954 6-IN-1 LEVERAG, SAFETY HOODIE,	90.56
					60-00-000-73110	55.95
					63-00-000-73110	6.22
					64-00-000-73110	26.64
			97056		18-2 25' BELL WIRE	
					01-26-025-72530	4.98
			97069		TUBE CUT REPL WHEEL. 1 1/2" X 1	
					60-00-000-73410	21.51
					63-00-000-73410	2.39
					64-00-000-73410	10.25
			97071		WATER,COFFEE,KLEENEX	
					60-00-000-73115	19.78
					64-00-000-73115	8.48
					01-26-023-73115	28.26
					01-26-024-73115	14.14
					<b>Total :</b>	<b>305.86</b>
189982	12/4/2020	005720 MOKENA COMMUNITY PARK DISTRICT	111720		2020 MOWING TIMBERS POINTE P	
					01-26-023-72881	560.00
					<b>Total :</b>	<b>560.00</b>
189983	12/4/2020	005856 MONROE TRUCK EQUIPMENT,INC.	R78481		INSTALL RIGHT SIDE FINDER ASSE	
					60-00-000-72540	252.00
					63-00-000-72540	84.00
					64-00-000-72540	144.00
					60-00-000-72540	78.75
					63-00-000-72540	26.25
					64-00-000-72540	45.00
					<b>Total :</b>	<b>630.00</b>
189984	12/4/2020	017651 MSC INDUSTRIAL SUPPLY CO.	4256471001		BOLT,SANDING DISC	
					01-26-023-72530	128.69

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189984	12/4/2020	017651	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		<b>Total : 128.69</b>
189985	12/4/2020	014443	MURPHY & MILLER, INC	SVC00029492	DUCT CLEANING ANNEX PROPOS. 01-26-025-72530	900.00
				VTP-018092		<b>Total : 900.00</b>
189986	12/4/2020	015723	NICOR	01981510009	ACCT#01-98-15-1000 9 7780 W 183I 01-26-025-72511	133.32
				53463710003	ACCT#53-46-37-1000 3 18241 S 80T 01-26-025-72511	62.01
				73675410002	ACCT#73-67-54-1000 2 7800 183RD 01-26-025-72511	822.50
				74433410003	ACCT#74433410003 3575402 7700 \	39.36
				83523710008	ACCT#83523710008 3026205 7980 \	947.62
				96019958527	ACCT#96019958527 4582666 7999 \	138.63
					01-26-025-72511	<b>Total : 2,143.44</b>
189987	12/4/2020	006221	NORTHERN SAFETY CO. INC.	904219939	COLD WEATHER GLOVES AND BAF 01-26-024-73845	42.78
					01-26-023-73845	85.56
					60-00-000-73845	53.90
					63-00-000-73845	5.99
					64-00-000-73845	25.67
						<b>Total : 213.90</b>
189988	12/4/2020	010135	ONSITE COMMUNICATIONS USA, INC	50665	RADIO REPAIR 01-19-000-72550	525.00
						<b>Total : 525.00</b>
189989	12/4/2020	006475	PARK ACE HARDWARE	064681/1	#891432 1-3/8" SAW HOLE 01-26-023-73410	7.99
				064682/1	#891431 BATTERY PX 76 A 4 PK 60-00-000-73110	3.01
					63-00-000-73110	0.34

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189989	12/4/2020	006475	PARK ACE HARDWARE		(Continued)	
			64686/1		64-00-000-73110	1.44
					#891432 12' X 16' SILVR/BLK TARP	
					01-26-023-73410	29.59
					<b>Total :</b>	<b>42.37</b>
189990	12/4/2020	019504	PAVEMENT SYSTEMS INC.	00-332-1	REPAINT OVER BRICK PAVERS ON	
					01-26-023-75802	924.00
					<b>Total :</b>	<b>924.00</b>
189991	12/4/2020	006780	POMP'S TIRE SERVICE, INC	410820816	(4) 225/65HR17 FIRESTONE TIRES :	
				VTP-018137	01-17-205-73560	390.00
					<b>Total :</b>	<b>390.00</b>
189992	12/4/2020	006507	POSTMASTER, U. S. POST OFFICE	11320	DECEMBER'20 WATER BILLS	
					60-00-000-72110	1,731.10
					64-00-000-72110	741.90
					<b>Total :</b>	<b>2,473.00</b>
189993	12/4/2020	006559	PRAXAIR DISTRIBUTION, INC	60293940	ACETYLENE 10/20-11/20/20	
					01-26-024-73730	44.41
					01-26-023-73730	88.84
					63-00-000-73730	31.09
					64-00-000-73730	26.66
					60-00-000-73730	31.09
					<b>Total :</b>	<b>222.09</b>
189994	12/4/2020	006850	QUILL CORPORATION	12078126	AVERY LABELS 1X 2 5/8	
				12093152	01-35-000-73110	59.99
					LABELS, HALF-FOLD BNL CARDS, I	
					01-35-000-73110	135.92
					<b>Total :</b>	<b>195.91</b>
189995	12/4/2020	006361	RAY O' HERRON CO INC	2068264-IN	RAZOR II GEAR C.MARCIANO	
					01-17-220-74618	763.70
					<b>Total :</b>	<b>763.70</b>
189996	12/4/2020	015230	RIDGE LANDSCAPE SERVICES LLC	7519	MOWING - NOV'20 MULTIPLE LOCA	

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189996	12/4/2020	015230 RIDGE LANDSCAPE SERVICES LLC	(Continued)	VTP-017836	01-26-023-72881	32,215.12
<b>Total :</b>						<b>32,215.12</b>
189997	12/4/2020	006874 ROBINSON ENGINEERING CO. LTD.	20100327		11-320 TP BLVD AT CENTRAL STATI 27-00-000-72840	483.00
			20100328		20-R0005.014 TP FY2020 PMP RESI 06-00-000-72840	31,089.80
			20100331		20-R0591 TP FOX COLLEGE PARKII 01-14-000-72840	3,542.00
			20110015		12-238 TP 80TH AV JPROJECT COOR 30-00-000-75810	5,357.50
			20110354		06-849.01 TP FIRST ADDITION TO B 01-14-000-72840	333.00
			20110382		11-320 TP THE BLVD AT CENTRAL S 27-00-000-72840	2,655.75
			20110383		20-R0005.014 TP FY20 PMP RESUR 06-00-000-72840	11,698.70
			20110387		20-R0591 TP FOX COLLEGE PARKII 01-14-000-72840	3,024.25
<b>Total :</b>						<b>58,184.00</b>
189998	12/4/2020	013234 ROMEOVILLE FIRE ACADEMY	2020-427		ADVANCED TECHNICIAN TRAINING 01-19-000-72145	535.00
<b>Total :</b>						<b>535.00</b>
189999	12/4/2020	019682 ROSS, BEATE	Ref001398722		UB Refund Cst #00511638 60-00-000-20599	25.90
<b>Total :</b>						<b>25.90</b>
190000	12/4/2020	019678 ROSSI, ERIC & LAURA	Ref001398718		UB Refund Cst #00469314 Overpayr 60-00-000-20599	681.47
<b>Total :</b>						<b>681.47</b>
190001	12/4/2020	017378 SIKICH LLP	474101		AUDIT FYE 4/30/20 SERVICES THRI 01-14-000-72845	3,127.00
					12-00-000-72845	1,621.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
190001	12/4/2020	017378 SIKICH LLP	(Continued)		60-00-000-72845	2,629.00
					63-00-000-72845	876.00
					64-00-000-72845	1,502.00
					70-00-000-72845	243.00
					16-00-000-72845	381.00
					18-00-000-72845	457.00
					20-00-000-72845	457.00
					27-00-000-72845	457.00
					<b>Total :</b>	<b>11,750.00</b>
190002	12/4/2020	007109 SIRCHIE FINGER PRINT LABS	0470428-IN	VTP-018124	PRIMER RESIDUE COLLECITON KI 01-17-225-73600	454.25
					<b>Total :</b>	<b>454.25</b>
190003	12/4/2020	019683 SPIRIT HALLOWEEN	Ref001398723		UB Refund Cst #00511739 60-00-000-20599	24.58
					<b>Total :</b>	<b>24.58</b>
190004	12/4/2020	012238 STAPLES BUSINESS ADVANTAGE	3462580501		WHITE BOARD 01-26-023-73110	113.33
					60-00-000-73110	35.62
					63-00-000-73110	3.97
					64-00-000-73110	17.07
			3462574819		VACUUM SEALING SYSTEM 01-17-220-73600	153.99
			3462574821		1 GAL VACUUM SEALING BAG 01-17-220-73600	143.97
			3462574823		STAPLERS 01-17-205-73110	20.94
					<b>Total :</b>	<b>488.89</b>
190005	12/4/2020	015452 STEINER ELECTRIC COMPANY	S006758401.001		ALTO FLUOR LAMP 01-26-025-73570	144.60
			S006772296.001		2,4,6 WG COP BUTT SPLICE, 2500 01-26-025-73570	213.53

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
190005	12/4/2020	015452	015452 STEINER ELECTRIC COMPANY	(Continued)		<b>Total : 358.13</b>
190006	12/4/2020	007297	SUTTON FORD INC./FLEET SALES	516528	SOCKET ASY AND BRACKET ENGIN	
				516638	01-17-205-72540	382.88
					DIODE ASY	
					60-00-000-72540	3.74
					63-00-000-72540	1.25
					64-00-000-72540	2.13
					<b>Total :</b>	<b>390.00</b>
190007	12/4/2020	012107	THE CAR SPA AT PARK HILLS	111720	CAR WASH	
					01-26-023-72540	149.95
					<b>Total :</b>	<b>149.95</b>
190008	12/4/2020	019188	THE CHICAGO CAROLERS, LLC	112420	TREE LIGHTING CEREMONY CARC	
					01-35-000-72954	400.00
					<b>Total :</b>	<b>400.00</b>
190009	12/4/2020	006812	THE GALLERY COLLECTION	20A0021901	CHRISTMAS CARDS	
					01-17-205-73600	203.76
					<b>Total :</b>	<b>203.76</b>
190010	12/4/2020	018724	THE LOCKER SHOP	80019	ERWIN - FACE MASKS	
					VTP-018112	
					01-19-000-73845	1,820.00
					<b>Total :</b>	<b>1,820.00</b>
190011	12/4/2020	007777	THOMPSON ELEVATOR INSPECTION	20-2853	48 SEMI-ANNUAL ELEVATOR CODE	
				20-2926	01-33-300-72853	1,824.00
				20-2941	13 SEMI-ANNUAL ELEVATOR CODE	
					01-33-300-72853	494.00
					1 SEMI-ANNUAL ELEVATOR INSPEC	
					01-33-300-72853	38.00
					<b>Total :</b>	<b>2,356.00</b>
190012	12/4/2020	007955	TRAFFIC CONTROL & PROTECTION	105775	SIGN MATERIAL	
					VTP-018132	
					01-26-023-73830	945.00
					<b>Total :</b>	<b>945.00</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
190013	12/4/2020	011416 VERIZON WIRELESS	9867579323		ACCT#442345192-00001 WATER RE 60-00-000-72127 63-00-000-72127 64-00-000-72127	37.78 37.78 32.38 <b>Total : 107.94</b>
190014	12/4/2020	012368 VISION INTEGRATED GRAPHICS,LLC	541208		NOVEMBER 1ST WATER BILLS WIT 60-00-000-72310 64-00-000-72310	1,181.91 506.53 <b>Total : 1,688.44</b>
190015	12/4/2020	008095 VISSERS COLLISION CENTER	180000299	VTP-018139	BODY WORK (ROOF) ON UNIT 68 01-26-023-72540	1,104.00 <b>Total : 1,104.00</b>
190016	12/4/2020	010851 VISU-SEWER OF ILLINOIS, LLC	111920	VTP-017232	POST 7 LINING PROJECT PAY REQ 61-00-000-75305	12,214.48 <b>Total : 12,214.48</b>
190017	12/4/2020	019680 WANG, CHRISTOPHER	Ref001398720		UB Refund Cst #00509157 60-00-000-20599	21.26 <b>Total : 21.26</b>
190018	12/4/2020	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4822723-1		HP TONER 01-26-024-73110 01-26-023-73110 60-00-000-73110 63-00-000-73110 64-00-000-73110 4825078-0 PAPER 01-17-205-73110 4825081-0 PAPER 01-17-205-73110 4825280-0 PENS 01-26-024-73110 01-26-023-73110 60-00-000-73110	39.68 79.38 50.01 5.56 23.81 257.04 257.04 257.04 12.44 24.90 15.69



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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
190018	12/4/2020	010165	WAREHOUSE DIRECT WORKPL SOLTNS (Continued)		63-00-000-73110	1.74	
					64-00-000-73110	7.47	
					<b>Total :</b>	<b>774.76</b>	
190019	12/4/2020	010808	WATER ENVIRONMENT FEDERATION	17998697	MEMBERSHIP J.URBANSKI		
					60-00-000-72720	29.75	
					63-00-000-72720	29.75	
					64-00-000-72720	25.50	
					01-26-023-72720	85.00	
					<b>Total :</b>	<b>170.00</b>	
190020	12/4/2020	019679	WEINER, CINDY	Ref001398719	UB Refund Cst #00471203		
					60-00-000-20599	57.93	
					<b>Total :</b>	<b>57.93</b>	
190021	12/4/2020	018766	WEST CENTRAL MUNICIPAL	0007063-IN	TREE PLANTING		
				VTP-017829	01-26-023-75630	31,038.00	
					<b>Total :</b>	<b>31,038.00</b>	
<b>91 Vouchers for bank code :</b> apbank						<b>Bank total :</b>	<b>427,781.64</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
2842	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	255.75 <b>Total : 255.75</b>
2843	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	255.75 <b>Total : 255.75</b>
2844	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-3	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	262.05 <b>Total : 262.05</b>
2845	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-4	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	301.91 <b>Total : 301.91</b>
2846	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200505W003	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	453.25 <b>Total : 453.25</b>
2847	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200219W023	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	1,267.50 <b>Total : 1,267.50</b>
2848	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200605W013	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,854.00 <b>Total : 2,854.00</b>
2849	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	190326W026	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	546.00 <b>Total : 546.00</b>
2850	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	190514W019	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	19.50 <b>Total : 19.50</b>
2851	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR	200211W025	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	955.50

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
2851	12/1/2020	018837	018837 INSURANCE PROGRAM MANAGERS (Continued)			<b>Total : 955.50</b>
2852	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR 201019W041		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	3,006.98 <b>Total : 3,006.98</b>
2853	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-3		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02 <b>Total : 1,113.02</b>
2854	12/1/2020	018837	INSURANCE PROGRAM MANAGERS GR 201019W041		PAYEE-ISO SERVICES INC 01-14-000-72542	10.75 <b>Total : 10.75</b>
<b>13 Vouchers for bank code : ipmq</b>						<b>Bank total : 11,301.96</b>
<b>104 Vouchers in this report</b>						<b>Total vouchers : 439,083.60</b>

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

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

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

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

\_\_\_\_\_ Date

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**Village of Tinley Park**

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
110320	11/3/2020	002734 AIR ONE EQUIPMENT, INC	161862		HELMET-MOUNTED FLASHLIGHTS 36-00-000-73845	1,008.89
<b>Total :</b>						<b>1,008.89</b>
<b>1 Vouchers for bank code : ap_ff</b>						<b>Bank total : 1,008.89</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
190022	12/11/2020	002734 AIR ONE EQUIPMENT, INC	162824		METER CALIBRATION 01-19-000-74604	450.00
<b>Total :</b>						<b>450.00</b>
190023	12/11/2020	011466 ALBERTSONS/SAFEWAY	120320		****0415 VH-S.CLEMMER RETIREME 01-16-000-72220	36.45
<b>Total :</b>						<b>36.45</b>
190024	12/11/2020	013749 AMERICAN COMPUTER &	27667		MAINTENANCE AGREEMENT TELE 01-26-023-72513 01-26-024-72513 60-00-000-72513 63-00-000-72513 64-00-000-72513	118.75 118.75 124.69 41.56 71.25
<b>Total :</b>						<b>475.00</b>
190025	12/11/2020	003166 B & J TOWING AND AUTO REPAIR	17949		SAFETY INSPECTION 01-26-023-72266 60-00-000-72266 63-00-000-72266 64-00-000-72266	84.00 15.05 15.05 12.90
<b>Total :</b>						<b>127.00</b>
190026	12/11/2020	010953 BATTERIES PLUS - 277	P33766016 P34034253 P34291143		24PK DURACELL AA BATTERIES 01-35-000-72954 SLA12-8F BATTERY 14-00-000-72550 DURPC2400 1.5V IND AAA ALK 01-14-000-73110	16.95 140.00 72.00
<b>Total :</b>						<b>228.95</b>
190027	12/11/2020	018807 BAXTER & WOODMAN INC	0218208 0218209		180829.20 PHASE 1 - GIS UPDATE 60-00-000-75813 63-00-000-75813 64-00-000-75813 190816.40 LAGRANGE RD UTILITY I 62-00-000-72840	1,715.00 1,715.00 1,470.00 1,221.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
190027	12/11/2020	018807	018807 BAXTER & WOODMAN INC			
				(Continued)		
					<b>Total :</b>	<b>6,121.59</b>
190028	12/11/2020	016817	BEVERLY SNOW AND ICE INC		TINLEY CREEK BRIDGE	
			46120		01-26-023-72785	50.00
			46121		PUBLIC SAFETY BUILDING LOT	
			46122		01-26-023-72785	130.00
			46123		FIRE STATION 3	
			46123		01-26-023-72785	110.00
			46124		FIRESTATION 4	
			46124		01-26-023-72785	160.00
			46125		HELIPORT & EMA	
			46125		01-26-023-72785	580.00
			46126		HICKORY ST PARKING STALLS	
			46126		01-26-023-72785	300.00
			46127		MUNICIPAL LOTS (ED & JOES)	
			46127		01-26-023-72785	90.00
			46128		MUNICIPAL LOTS SUBWAY	
			46128		01-26-023-72785	140.00
			46129		MUNICIPAL LOTS-BATH & KITCHEN	
			46129		01-26-023-72785	65.00
			46130		MUNICIPAL LOTS CARDINAL	
			46130		01-26-023-72785	65.00
			46131		80TH AVENUE NORTH TRAIN LOT	
			46131		70-00-000-72740	1,800.00
			46132		OAK PARK AVE TRAIN STATION	
			46132		70-00-000-72740	300.00
			46133		01-26-023-72785	300.00
			46133		PAWS	
			46133		01-26-023-72785	90.00
			46134		POLICE DEPARTMENT	
			46134		01-26-023-72785	245.00
			46135		POST 11	
			46135		01-26-023-72785	60.00
			46136		80TH AVENUE SOUTH TRAIN LOT	
			46136		70-00-000-72740	1,900.00
			46136		MUNICIPAL LOT-UNITED METHODIST	
			46136		01-26-023-72785	130.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
190028	12/11/2020	016817 BEVERLY SNOW AND ICE INC	(Continued) 46137		VILLAGE HALL 01-26-023-72785	490.00
			46138		VOGT PLAZA 01-26-023-72785	90.00
			46139		ZABROCKI PLAZA 01-26-023-72785	150.00
<b>Total :</b>						<b>7,245.00</b>
190029	12/11/2020	003304 CARLIN-MORAN LANDSCAPE INC	3346		LAWN SERVICE - MULTIPLE LOCAT 01-33-300-72744	637.50
<b>Total :</b>						<b>637.50</b>
190030	12/11/2020	003396 CASE LOTS INC	1664		WHITE MULTIFOLD/4M (A2) 01-26-025-73580	144.50
<b>Total :</b>						<b>144.50</b>
190031	12/11/2020	003406 CDS OFFICE TECHNOLOGIES	ATINV0029316		AUTOTASK BILLABLE SERVICE LAE 01-17-220-72567	300.00
<b>Total :</b>						<b>300.00</b>
190032	12/11/2020	003243 CDW GOVERNMENT INC	3660129		UPS TOWER & COMM CARD	
				VTP-018063	60-00-000-72528	219.67
				VTP-018063	63-00-000-72528	219.67
			4964248		USB 3.0 HUB 60-00-000-72520	12.46
					63-00-000-72520	12.46
					64-00-000-72520	10.69
<b>Total :</b>						<b>474.95</b>
190033	12/11/2020	003229 CED/EFENGEE	4975-548177		STREET LIGHT BULBS	
				VTP-018130	01-26-024-73570	56.25
<b>Total :</b>						<b>56.25</b>
190034	12/11/2020	014801 CHICAGO SOUTHLAND CHAMBER	22595		BUSINESS PARTNER MEMBERSHIP 01-11-000-72720	700.00
<b>Total :</b>						<b>700.00</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
190035	12/11/2020	017349 CHICAGO STREET CCDD, LLC	19995		DUMP FEE 01-26-023-72890	560.00
<b>Total :</b>						<b>560.00</b>
190036	12/11/2020	003137 CHRISTOPHER B.BURKE ENGINEERNG	162839		01.R160373.00007 POST 4 LIFT STA 61-00-000-75320	1,680.00
			162840		01.R160373.00022 DRY UTILITY REI 27-00-000-72840	4,328.50
			162841		01.R160373.C0020 POST7 FORCE M 61-00-000-75305	366.00
<b>Total :</b>						<b>6,374.50</b>
190037	12/11/2020	013820 CINTAS CORPORATION	4069158471		MATS-VH 01-26-025-72790	61.29
			5044165241		MEDICINE CABINET - FD#49 01-19-000-73115	214.19
			5044165248		MEDICINE CABINET - FD#48 01-19-000-73115	229.15
			5044165255		MEDICINE CABINET- FD#46 01-19-000-73115	590.58
			5044165273		MEDICINE CABINET - FD TRAINING 01-19-000-73115	125.71
			5044165276		MEDICINE CABINET - FD#47 01-19-000-73115	297.56
<b>Total :</b>						<b>1,518.48</b>
190038	12/11/2020	012315 CLASSY FLOWERS	120420		SYMPATHY PLANT 01-11-000-73110	50.00
<b>Total :</b>						<b>50.00</b>
190039	12/11/2020	012057 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 16250 OF 01-14-000-72125	233.35
<b>Total :</b>						<b>233.35</b>
190040	12/11/2020	013878 COMED - COMMONWEALTH EDISON	0519019106		ACCT#0519019106 6750 SOUTH ST 12-00-000-72510	5.30
			2587063010		ACCT#2587063010 17311 OPA 10/20	



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
190040	12/11/2020	013878	COMED - COMMONWEALTH EDISON		(Continued)	
					12-00-000-72510	19.37
			4329016037		ACCT#4329016037 17238 OPA 10/20	
					12-00-000-72510	25.20
			7090006006		ACCT#70900006006 17231 OPA 10/20	
					12-00-000-72510	19.37
					<b>Total :</b>	<b>69.24</b>
190041	12/11/2020	012522	CONNEY SAFETY PRODUCTS, LLC		05929585	
					SAFETY GLASSES	
					01-26-024-73845	9.48
					01-26-023-73845	18.96
					60-00-000-73845	11.94
					63-00-000-73845	1.33
					64-00-000-73845	5.69
					<b>Total :</b>	<b>47.40</b>
190042	12/11/2020	012410	CONSERV FS, INC.		66039964	
				VTP-018143	ICE MELT	
					01-26-023-73810	1,798.00
					<b>Total :</b>	<b>1,798.00</b>
190043	12/11/2020	012826	CONSTELLATION NEWENERGY, INC.		18431261701	
					ACCT#875222 UTIL#3613125002CU	
					64-00-000-72510	606.74
			18431262001		ACCT#875223UTIL#3670129006CU	
					64-00-000-72510	244.51
					<b>Total :</b>	<b>851.25</b>
190044	12/11/2020	018234	CORE & MAIN LP		N350177	
					3/4 BRONZE METER CONNECTION	
					60-00-000-73631	308.00
					63-00-000-73631	132.00
			N357065		BRASS OVAL METER FLG SET W/G	
					60-00-000-73631	65.80
					64-00-000-73631	28.20
			N381571		1-1/2 CB LID W/PLUG	
					60-00-000-73630	92.14
					63-00-000-73630	10.24
					64-00-000-73630	43.87
			N421277		3/4 BRONZE METER CONNECTION	

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190044	12/11/2020	018234	CORE & MAIN LP		(Continued)	
					60-00-000-73631	308.00
					63-00-000-73631	132.00
					<b>Total :</b>	<b>1,120.25</b>
190045	12/11/2020	018152	CORE INTEGRATED MARKETING	120485	OUTDOOR BANNER FOR HOLIDAY	
					01-35-000-72954	592.50
					<b>Total :</b>	<b>592.50</b>
190046	12/11/2020	003436	CREATIVE CAKES	457*-QB	CUPCAKES FOR S.CLEMMER RETI	
					01-16-000-72220	41.18
					<b>Total :</b>	<b>41.18</b>
190047	12/11/2020	012855	CYLINDERS INC.	47087	2.5"LIFT CYLINDER LABOR TO REP	
					01-21-000-72540	248.10
					<b>Total :</b>	<b>248.10</b>
190048	12/11/2020	017603	DANDAN, RICK TARIQ	113020	NOV'20 PLAN REVIEW AND INSPEC	
					01-33-300-72790	18,755.00
					<b>Total :</b>	<b>18,755.00</b>
190049	12/11/2020	013924	ENTERTAINERS R WE	113020	SANTA VISITS AT THE HOLIDAY WA	
				VTP-018159	01-35-000-72954	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
190050	12/11/2020	004119	ETP LABS INC.	20-134880	COLIFORM SAMPLES	
					60-00-000-72865	400.40
					63-00-000-72865	171.60
					<b>Total :</b>	<b>572.00</b>
190051	12/11/2020	012941	FMP	52-472634	GASKET	
					01-17-205-72540	61.18
				52-472858	2FV EM-4050	
					60-00-000-72540	19.36
					63-00-000-72540	6.21
					64-00-000-72540	10.96
					<b>Total :</b>	<b>97.71</b>

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190052	12/11/2020	015397 GOVTEMPSUSA LLC	3630635		P.WALLRICH WEEKS OF 11/15 AND 01-33-310-72790	3,990.74
					<b>Total :</b>	<b>3,990.74</b>
190053	12/11/2020	004438 GRAINGER	9723615713		FIRE HOSE NOZZLE 60-00-000-73840 63-00-000-73840 64-00-000-73840	8.19 2.73 4.68
					<b>Total :</b>	<b>15.60</b>
190054	12/11/2020	014491 HANSEN DOOR INC.	9489		LOCATION:E-E-D2 ADJUSTED BOTI 01-19-000-72520	197.00
					<b>Total :</b>	<b>197.00</b>
190055	12/11/2020	018636 HARTIGAN & O'CONNOR P.C.	19147		CASE#2017 L 65067 EBERHARDT V 01-14-000-72850	852.50
					<b>Total :</b>	<b>852.50</b>
190056	12/11/2020	004746 HEATHER'S HAUS FLORIST	182305		SYMPATHY PLANT 01-11-000-73110	100.00
					<b>Total :</b>	<b>100.00</b>
190057	12/11/2020	012281 HINCKLEY SPRINGS	5977593112820		WATER COOLER RENTAL 01-21-210-73110	109.67
					<b>Total :</b>	<b>109.67</b>
190058	12/11/2020	016837 IL.LAW ENFORCEMENT ADMIN PROF	120720		MEMBERSHIP APRIL GEIGNER 01-17-205-72720	50.00
					<b>Total :</b>	<b>50.00</b>
190059	12/11/2020	005251 J AND R SALES AND SERVICE INC.	0338071		CHAIN PICCO MICRO, CHAIN LOOF 01-26-023-73840	215.64
					<b>Total :</b>	<b>215.64</b>
190060	12/11/2020	019686 KOLLINATIS, ANGELA	Ref001398962		UB Refund Cst #00465553;rfnd credit 60-00-000-20599	590.32
					<b>Total :</b>	<b>590.32</b>

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190061	12/11/2020	016616 KURTZ AMBULANCE SERVICE INC.	016616		EMS AGREEMENT NOV'20 01-21-000-72856	39,690.33
<b>Total :</b>						<b>39,690.33</b>
190062	12/11/2020	018156 LUSBY JR, TERRY	120920		TUITION REIMB 2-COMPLETED COI 01-26-025-72143	2,952.36
<b>Total :</b>						<b>2,952.36</b>
190063	12/11/2020	012631 MASTER AUTO SUPPLY, LTD.	15030-96089		OIL FULL SYN 01-17-205-72540	29.94
			15030-96161		OIL DRN PLUG M14-1.50 60-00-000-72540	7.43
					63-00-000-72540	2.38
					64-00-000-72540	4.21
			15030-96173		CABIN AIR FILTER 01-17-205-72540	11.89
			15030-96179		AIR FILTER 01-17-205-72540	14.19
			15030-96267		16OZ HEAVY DUTY SUCT, LICENSE 60-00-000-72540	11.21
					63-00-000-72540	3.59
					64-00-000-72540	6.35
<b>Total :</b>						<b>91.19</b>
190064	12/11/2020	006074 MENARDS	96697		9' GARLANDS, 36" WREATH 01-35-000-72954	175.87
			96933		9' GARLAND & 120CT LED NET WH' 01-35-000-72954	78.95
			96952		GLACIERMIST WATER 01-17-205-73315	7.68
			97012		STEEL END FRAME AND RACKING 01-21-000-73870	423.90
			97076		72"STEEL RACKING BEAM/FRAME 01-21-000-73870	135.66
			97402		20' WHT CORD, 40' WHT CORD, TR 01-26-023-73840	77.82
			97448		30PC LOCK NUT, 87PC FLAT WASH	

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190064	12/11/2020	006074 MENARDS	(Continued)			
			97472		01-26-023-73840 150W CUP INVERTER	65.10
			97506		01-19-020-73615 MED HOOKS, LRG PIC STRIPS, GO	29.99
			97522		01-26-025-73840 YARDSTICK, MED HOOK PK, 1"X30'	41.72
					60-00-000-73110	17.41
					63-00-000-73110	1.93
			97527		64-00-000-73110 90W PAR38 3000K 11KHR (2PK), SF	8.29
					01-26-023-73115	10.24
					01-26-024-73115	5.12
					60-00-000-73115	3.58
					63-00-000-73115	3.58
					64-00-000-73115	3.08
			97573		01-35-000-73870 150W T3 R7 118MM (2PK)	16.95
					01-26-025-73570	15.96
					<b>Total :</b>	<b>1,122.83</b>
190065	12/11/2020	012517 MERIDIAN IT INC	484670		T&M NETWORKING /ENTERPRISE I	
					30-00-000-75812	370.00
					01-16-000-72650	755.00
					<b>Total :</b>	<b>1,125.00</b>
190066	12/11/2020	017764 MONTANA & WELCH, LLC.	13156		LICENSE HEARINGS JPW 10/7/20	
					01-14-000-72876	1,511.25
					<b>Total :</b>	<b>1,511.25</b>
190067	12/11/2020	017651 MSC INDUSTRIAL SUPPLY CO.	4274480001		HYDRAULIC COUPLERS	
					01-26-023-72540	465.57
					<b>Total :</b>	<b>465.57</b>
190068	12/11/2020	015386 MUNICIPAL GIS PARTNERS, INC	5300		GIS STAFFING NOV'20	
					01-16-000-72652	4,998.95
					60-00-000-72652	3,199.33

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190068	12/11/2020	015386 MUNICIPAL GIS PARTNERS, INC	(Continued)		63-00-000-72652	299.93
					64-00-000-72652	1,499.69
					<b>Total :</b>	<b>9,997.90</b>
190069	12/11/2020	015723 NICOR	06821610000		ACCT#06821610000 METER 276933	
					60-00-000-72511	48.59
					63-00-000-72511	48.59
					64-00-000-72511	41.65
			09-97-74-1000 1		ACCT#09977410001 METER 514688	
					01-26-025-72511	290.79
			12-21-36-1000 4		ACCT#12213610004 METER 503139	
					01-26-025-72511	504.88
					<b>Total :</b>	<b>934.50</b>
190070	12/11/2020	006221 NORTHERN SAFETY CO. INC.	904226872		RAPTOR XP NEW GY LENS	
					01-26-024-73845	7.88
					01-26-023-73845	15.74
					60-00-000-73845	9.92
					63-00-000-73845	1.10
					64-00-000-73845	4.72
					<b>Total :</b>	<b>39.36</b>
190071	12/11/2020	006388 O'HERN, MICHAEL E.	2020-03		CRASH INVESTIGATIONS AUG'20-N	
					01-17-205-72750	1,239.47
					<b>Total :</b>	<b>1,239.47</b>
190072	12/11/2020	010135 ONSITE COMMUNICATIONS USA, INC	50708	VTP-018135	MICROWAVE WLS HOP	
					30-00-000-75812	11,520.00
					<b>Total :</b>	<b>11,520.00</b>
190073	12/11/2020	006475 PARK ACE HARDWARE	064743/1		#891432 FASTENERS	
			064773/1		01-26-023-73840	3.76
			064775/1		ACCT#89143 ANCHOR	
					01-26-025-73410	21.73
					ACCT#891432 TUBE INNER	
					01-26-025-72530	7.99

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190073	12/11/2020	006475	PARK ACE HARDWARE			
			(Continued)			
			64678/1		#89143 SCREW EYE	
					01-35-000-72954	1.91
			64708/1		STRAPPING SLOT	
					01-26-023-73840	15.19
					<b>Total :</b>	<b>50.58</b>
190074	12/11/2020	006656	PITNEY BOWES RESERVE ACCOUNT	120320	PITNEY BOWES RESERVE ACCOUI	
					01-17-205-72110	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
190075	12/11/2020	006780	POMP'S TIRE SERVICE, INC	410824002	GY ENDURNCE BSW, TIRE FEE, FL	
					01-26-023-72540	219.82
					<b>Total :</b>	<b>219.82</b>
190076	12/11/2020	006507	POSTMASTER, U. S. POST OFFICE	120320	FIRST CLASS STAMPS 5 ROLLS FO	
					01-19-000-72110	275.00
					<b>Total :</b>	<b>275.00</b>
190077	12/11/2020	006507	POSTMASTER, U. S. POST OFFICE	120320.	FIRST CLASS STAMPS FOR FD 3 R	
					01-19-020-72110	165.00
					<b>Total :</b>	<b>165.00</b>
190078	12/11/2020	006850	QUILL CORPORATION	12516049	8.5X11 WHITE CARD STOCK	
					01-35-000-73110	42.30
					<b>Total :</b>	<b>42.30</b>
190079	12/11/2020	006361	RAY O' HERRON CO INC	2066514-IN	REPLACEMENT BODY ARMOR - FU	
					01-17-220-74618	798.70
			2067955-IN	VTP-018050	REPLACEMENT BODY ARMOR - FU	
					01-17-220-74618	763.70
			2068923-IN	VTP-018050	REPLACEMENT BODY ARMOR - FU	
					01-17-220-74618	763.70
					<b>Total :</b>	<b>2,326.10</b>
190080	12/11/2020	012268	REGIONAL TRUCK EQUIPMENT CO	206650	FLUID FILM SPRAYCAN	
					01-26-023-72540	93.64
					01-26-024-72540	46.81

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190080	12/11/2020	012268 REGIONAL TRUCK EQUIPMENT CO	(Continued)		60-00-000-72540	49.63
					63-00-000-72540	15.92
					64-00-000-72540	28.09
					<b>Total :</b>	<b>234.09</b>
190081	12/11/2020	017584 RELADYNE	1315125-IN		ALL MAKE/MODELS ANTIFREEZE 2	
				VTP-018141	01-17-205-73535	200.00
				VTP-018141	01-26-023-73535	200.00
				VTP-018141	01-26-024-73535	50.00
				VTP-018141	01-33-300-72540	64.90
				VTP-018141	01-19-000-73535	100.00
				VTP-018141	60-00-000-73535	78.75
				VTP-018141	63-00-000-73535	26.25
				VTP-018141	64-00-000-73535	45.00
			1316697-IN		15W-40 AND 5W-20 BULK OILS	
				VTP-018148	01-26-024-73535	176.93
				VTP-018148	01-26-023-73535	353.86
				VTP-018148	60-00-000-73535	185.93
				VTP-018148	63-00-000-73535	61.98
				VTP-018148	64-00-000-73535	106.96
				VTP-018148	01-12-000-72540	75.00
				VTP-018148	01-33-300-72540	100.00
				VTP-018148	01-21-000-73535	75.00
				VTP-018148	01-17-205-73535	400.00
				VTP-018148	01-19-020-73535	50.00
				VTP-018148	01-26-024-73535	100.00
				VTP-018148	01-26-023-73535	75.00
				VTP-018148	01-42-000-73535	50.00
				VTP-018148	60-00-000-73535	46.33
				VTP-018148	63-00-000-73535	15.44
				VTP-018148	64-00-000-73535	26.48
					<b>Total :</b>	<b>2,663.81</b>
190082	12/11/2020	006870 RELIABLE FIRE EQUIPMENT	34012		ON LOCATION REPAIR FIRE EXTIN(	
					01-19-000-72535	380.65



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190082	12/11/2020	006870	006870 RELIABLE FIRE EQUIPMENT	(Continued)		<b>Total : 380.65</b>
190083	12/11/2020	006974	RINGHOFER, WILLIAM	120320	DEC'20 HEALTH INSURANCE REIMI 01-17-205-72435	593.13 <b>Total : 593.13</b>
190084	12/11/2020	006874	ROBINSON ENGINEERING CO. LTD.	20100240	19-R0866.01 TP 80TH AVE METER V 30-00-000-75806	9,668.75
				20100329	20-R0382 TP MIDLOTHIAN CREEAK 65-00-000-75310	5,429.00
				20100330	20-R0499 TINLEY PARK COMMUNIT 65-00-000-72840	5,768.50
				20110353	19-R0866.01 TP 80TH AVE WATER M 30-00-000-75806	4,589.00
				20110385	20-R0382 TP MIDLOTHIAN CREEK S 65-00-000-75310	2,976.25
				20110386	20-R0499 TINLEY PARK COMMUNIT 65-00-000-72840	699.00
				20110388	20-R0745 TP DUE DILIGENCE ITEM 01-14-000-72790	2,947.50
				20120017	12-238 TP 80TH AV PROJ COORD 1 30-00-000-75810	2,863.50
					<b>Total :</b>	<b>34,941.50</b>
190085	12/11/2020	006874	ROBINSON ENGINEERING CO. LTD.	20100149	16-R0402 175TH/RIDGELAND AVE/C 33-00-000-75806	3,886.33 <b>Total : 3,886.33</b>
190086	12/11/2020	019092	RORY GROUP, LLC	3516	BUSINESS CONSULTING FEE DEC' 01-11-000-72790	3,000.00 <b>Total : 3,000.00</b>
190087	12/11/2020	016334	RUSH TRUCK CENTERS	3021627243	PRE HEATER RECEPTACLE, HARNI 60-00-000-72540	118.61
					63-00-000-72540	38.04
					64-00-000-72540	67.14
					<b>Total :</b>	<b>223.79</b>

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190088	12/11/2020	007629 SAM'S CLUB DIRECT	000000GQVEQI		BATTERIES,PLATE,PENS,CUTLERY	
					01-26-025-73580	35.72
					01-13-000-73110	77.86
					01-26-024-73110	17.55
					01-26-024-73115	18.16
					01-26-023-73110	35.11
					01-26-023-73115	36.31
					60-00-000-73110	35.11
					64-00-000-73115	36.32
					01-14-000-73110	3.90
					01-14-000-73115	29.63
			120920		VH / PW VENDING MACHINE AND J	
					01-14-000-73115	144.31
					01-26-025-73580	8.98
					<b>Total :</b>	<b>478.96</b>
190089	12/11/2020	015712 SANDENO EAST INC	6127		N-30 SURFACE-6.5 TON	
					01-26-023-73780	342.88
					<b>Total :</b>	<b>342.88</b>
190090	12/11/2020	007453 SERVICE SANITATION, INC.	8064001		RESTROOM/HAND SANITIZER FOR	
			8065191		01-35-000-72954	314.00
					FIREMAN TRAINING CENTER REST	
					01-19-000-72750	175.06
					<b>Total :</b>	<b>489.06</b>
190091	12/11/2020	013043 SITE DESIGN GROUP, LTD.	7482PH2-40		LANDSCAPE PLANNING	
			7698-61	VTP-017897	01-26-023-72847	1,457.50
			7946-43	VTP-017852	NATURALIZED STORMWATER MAIN	
					01-26-023-72847	4,607.50
			7954PH2-05	VTP-017834	FIELD INSPECTIONS 10/18-11/28/20	
					01-26-023-72847	1,034.58
			7955-24	VTP-017776	PHASE II LEGACY POND LANDSCA	
					16-00-000-75315	1,016.68
			8322-27	VTP-017816	SPRINKLERS 8/23-11/28/20	
					01-26-023-72847	78.75
					FAIRFIELD GLEN POND RESTORAT	

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190091	12/11/2020	013043	SITE DESIGN GROUP, LTD.	(Continued)		
				VTP-017820	30-00-000-73681	1,019.88
			8323-28		APPLE LANE POND RESTORATION	
				VTP-017819	30-00-000-73681	1,142.50
			8498-23		URBN FORESTRY PROGRAM 10/18	
				VTP-017837	01-26-023-72847	5,993.28
			8803-09		MAINTENANCE OF LANDSCAPE BE	
				VTP-017847	01-26-023-72847	1,442.50
			8951-01		TP MWRD MIDLOTHIAN CREEK STI	
					65-00-000-75310	526.55
					<b>Total :</b>	<b>18,319.72</b>
190092	12/11/2020	002592	SPOK, INC.	D6092566X	ACCT#6092566-6 PAGER SERVICE	
					01-17-205-72125	68.78
					<b>Total :</b>	<b>68.78</b>
190093	12/11/2020	012238	STAPLES BUSINESS ADVANTAGE	3463175322	HP TONER	
					01-17-205-73110	287.09
					<b>Total :</b>	<b>287.09</b>
190094	12/11/2020	015452	STEINER ELECTRIC COMPANY	S006776056.001	PHIL MH250/U MOG MH LAMP	
					01-26-024-73570	145.20
				S006786167.002	1G MALL FDS BOX, WP GFI RECPT	
					01-26-025-73570	296.71
					<b>Total :</b>	<b>441.91</b>
190095	12/11/2020	007297	SUTTON FORD INC./FLEET SALES	516771	BOOSTER ASY-BRAKE	
					60-00-000-72540	175.34
					63-00-000-72540	56.24
					64-00-000-72540	99.25
			516788		BRACKET ENGINE	
					01-17-205-72540	72.86
			516858		FORD COVER	
					60-00-000-72540	39.37
					63-00-000-72540	12.63
					64-00-000-72540	22.28
			649118		CHECK REAR WINDOW	

**vchlist**  
**12/11/2020 11:37:24AM**

**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>
190095	12/11/2020	007297	SUTTON FORD INC./FLEET SALES	(Continued)	01-17-205-72540	149.99
<b>Total :</b>						<b>627.96</b>
190096	12/11/2020	018724	THE LOCKER SHOP	80785	GRID FLEECE ZIP THRU JOB SHIRT	
				80786	01-19-000-73610	64.00
					SHORT SLEEVE PERFORMANCE P	
					01-19-000-73610	163.00
				OE 78830	PERFORMANCE POLO	
					01-19-000-73610	62.00
				OE 79603	PERFORMANCE POLO	
					01-19-000-73610	124.00
				OES79019	SHORT SLEEVE	
					01-19-000-73610	62.00
<b>Total :</b>						<b>475.00</b>
190097	12/11/2020	007777	THOMPSON ELEVATOR INSPECTION	20-2983	24 SEMI-ANNUAL ELEVATOR CODE	
					01-33-300-72853	912.00
				20-3003	12 SEMI-ANNUAL ELEVATOR CODE	
					01-33-300-72853	456.00
<b>Total :</b>						<b>1,368.00</b>
190098	12/11/2020	014854	THOMSON REUTERS-WEST PYMNT CTF 843453573		WEST INFORMATION CHARGES 11	
					01-17-225-72852	199.94
<b>Total :</b>						<b>199.94</b>
190099	12/11/2020	007930	TRANS UNION	11000336	CREDIT SUMMARY,EMPLOYMENT (	
					01-17-225-72852	121.25
<b>Total :</b>						<b>121.25</b>
190100	12/11/2020	008040	UNDERGROUND PIPE & VALVE CO	046718	MAIN BREAK CLAMPS	
				VTP-018146	60-00-000-73630	250.74
				VTP-018146	63-00-000-73630	27.86
				VTP-018146	64-00-000-73630	119.40
				VTP-018146	60-00-000-73630	150.57
				VTP-018146	63-00-000-73630	16.73
				VTP-018146	64-00-000-73630	71.70

**vchlist**  
**12/11/2020 11:37:24AM**

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

**Page: 18**

**Bank code :** apbank

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
190100	12/11/2020	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-018146	60-00-000-73630	226.17
				VTP-018146	63-00-000-73630	25.13
				VTP-018146	64-00-000-73630	107.70
					<b>Total :</b>	<b>996.00</b>
190101	12/11/2020	018250 VERIZON CONNECT NWF INC	OSV000002296654		CUST ID TINL001 11/1-11/30/20	
					01-26-023-72790	259.03
					<b>Total :</b>	<b>259.03</b>
190102	12/11/2020	004192 VILLAGE OF FRANKFORT	400-1000-00-01		ACCT#400-1000-00-01 BROOKSIDE	
					64-00-000-73227	140,583.74
					<b>Total :</b>	<b>140,583.74</b>
190103	12/11/2020	014791 VILLAGE OF LYNWOOD	11112020		SHOOTING RANGE RENTAL FEE FC	
					01-17-205-72720	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
190104	12/11/2020	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 11/01/20-12/01/	
					60-00-000-73220	561,791.67
					63-00-000-73220	518,576.92
					<b>Total :</b>	<b>1,080,368.59</b>
190105	12/11/2020	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4829352-0		TISSUE, TOIL, J, RL	
			4835188-0		01-26-025-73580	42.60
					PAPER, DRY ERASE, ERASER, BOA	
					01-26-023-73110	146.61
					01-21-210-73110	214.20
					<b>Total :</b>	<b>403.41</b>
190106	12/11/2020	011055 WARREN OIL CO.	W1353882		N.L. GAS USED 11/6-11/24/20	
					01-17-205-73530	3,422.74
					01-19-000-73530	200.35
					01-19-020-73530	32.15
					01-21-000-73530	33.71
					60-00-000-73530	308.25
					63-00-000-73530	77.06

**vchlist**  
**12/11/2020 11:37:24AM**

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

**Page: 19**

**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>	
190106	12/11/2020	011055 WARREN OIL CO.	(Continued)				
					64-00-000-73530	165.13	
					01-26-023-73530	613.70	
					01-26-024-73530	200.70	
					01-33-300-73530	24.52	
					01-12-000-73530	50.69	
					01-14-000-73531	493.33	
					14-00-000-73530	17.24	
					01-42-000-73530	109.63	
			W1353883		DIESEL FUEL USED 11/6-11/24/20		
					01-19-000-73545	1,500.24	
					60-00-000-73545	698.03	
					63-00-000-73545	174.51	
					64-00-000-73545	373.95	
					01-26-023-73545	3,048.54	
					01-26-024-73545	209.80	
					01-14-000-73531	3,114.18	
					<b>Total :</b>	<b>14,868.45</b>	
190107	12/11/2020	015933 WHATEVER IT TAKES TRANS PARTS	1106643		PLUGS, FILTER, PISTON KIT, MWS.		
					60-00-000-72540	224.93	
					63-00-000-72540	72.14	
					64-00-000-72540	127.32	
			1107563		SOLENOID SPACER & SERVICE, 1 I		
					60-00-000-72540	95.00	
					63-00-000-72540	30.47	
					64-00-000-72540	53.76	
					<b>Total :</b>	<b>603.62</b>	
<b>86 Vouchers for bank code :</b> apbank						<b>Bank total :</b>	<b>1,441,442.87</b>

**vchlist**  
**12/11/2020 11:37:24AM**

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

**Page: 20**

**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>
2855	12/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 201112W013		PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	429.27 <b>Total : 429.27</b>
2856	12/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 201019W041		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	3,006.98 <b>Total : 3,006.98</b>
2857	12/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 200803W006		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02 <b>Total : 1,113.02</b>
2858	12/8/2020	018837	INSURANCE PROGRAM MANAGERS GRI 200803W006-2.		PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542	236.79 <b>Total : 236.79</b>
<b>4 Vouchers for bank code :</b> ipmq						<b>Bank total : 4,786.06</b>
<b>91 Vouchers in this report</b>						<b>Total vouchers : 1,447,237.82</b>

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

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

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

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

\_\_\_\_\_ Date



# PLAN COMMISSION STAFF REPORT

December 03, 2020 Workshop/Public Hearing

## THE BOULEVARD AT CENTRAL STATION-SIGN AMENDMENT

6701-6755 South Street

**Petitioner**

David Sosin of Sosin, Arnold & Schoenbeck, Ltd. On behalf of South Street Development, LLC

**Property Location**

6701-6755 South Street

**PIN**

- 28-30-411-017-0000
- 28-30-411-024-0000
- 28-30-411-023-0000
- 28-30-411-005-0000
- 28-30-411-026-0000
- 28-30-411-025-0000
- 28-30-411-027-0000
- 28-30-411-007-0000
- 28-30-411-008-0000
- 28-30-411-009-0000
- 28-30-411-010-0000
- 28-30-411-011-0000
- 28-30-411-012-0000

**Zoning**

DC (Downtown Core)

**Approvals Sought**

Variations

**Project Planner**

Kimberly Clarke, AICP  
Com. Dev. Director



**EXECUTIVE SUMMARY**

Consider amending Ordinance No. 2018-O-066 entitled, A Special Use Permit and Certain Variations to Allow for the Construction of a Four Story Mixed-Use Development with Certain Residential Accessory Uses to be Located on the First Floor at 6701-6755 South Street. The specific request is to amend the variation approving the original projection sign. The variation was approved with the understanding the sign would not be illuminated and the developer is now requesting for the letters on the sign to be side-lit.

The Legacy Code allow signs to be backlit, or illuminated by spotlights subject to the light source being shielded to ensure that the light source is not visible to the public from the sidewalk, street or adjacent property to prevent glare. Due to the large scale of the sign, and its proximity to the residential unit’s windows and balconies, there was a concern about the negative impact the light would have on those specific units. In addition the sign required variations for its height and location which allowed the Plan Commission and Village Board to restrict the type of light used to illuminate the sign. Staff recommended the requested modification to the sign to go back to the Plan Commission and Village Board as it is a deviation from what was originally approved.



**EXISTING SITE & HISTORY**

The subject property, 6701-6755 South Street, is located at the southeast corner of Oak Park Avenue and 67<sup>th</sup> Court in the downtown area of Tinley Park. The property is approximately 3 acres in size consisting of 11 vacant parcels. At the time the project was going through the entitlement process, the Village owned six (6) of the parcels (approximately 1 acre) with the remaining parcels owned by South Street Development (1.86 acres). In 2008, all structures were demolished in preparation for the proposed development, however due to the economy at that time the project did not move forward. The property was originally zoned B-3 & H-1 and was rezoned to DC (Downtown Core) with the adoption of the Legacy Code in 2011.

For a quick history of meetings regarding this property, refer to Exhibit A. Planning for this project began in 2001. The project has been proposed as a mixed-use development since its inception, however, the density and architecture has changed over time. In 2018, the developer and Village were able to come to a final agreement in regards to the incentive agreement and site design. Construction commenced in October of 2019 and the developer anticipates completion in February 2021.



September 2020

## PROPOSED AMENDMENT TO SIGNAGE



A large projection sign was approved for the the corner of the building at South Street and 67<sup>th</sup> Court (see picture above). This is the building's main identification sign and is one of the Variations that was approved in 2018. The sign is 25 feet long by four (4) feet wide and extends past the second floor. Village Code prohibits projection signs to extend past second floor windows. At the time the request was presented, staff raised concerns about the potential glare from the sign due to it's large scale and proximity to the residential balconies and windows. To address those concerns, the architect stated the sign would not be internally illuminated and lighting of the sign will be limited to building façade lights designed to illuminate the sign. It should be noted, the overall center is subject to a uniform sign code that was attached to the developer's incentive agreement.

The developer recently reached out to staff to re-visit the illumination of the projection sign. They feel strongly that the lighting option they want to use will not negatively impact the adjacent residential units and will be an attractive feature of their building. The proposed lighting for the projection sign is a product called GemLite Letters which uses internally lit LED lights. Specifically the developer wants to use a "side-lit" letter as shown in the picture to the right. Additional examples were provided by the architect showing this type of light used in existing signs.





**OPEN ITEM #1- DISCUSS THE ILLUMINATION OF THE PROJECTION SIGN**

The overall sign will be a flat face aluminum panel with GemLite letters attached to the face internally lit with LED lights. Only the letters of "BOULEVARD" will be internally lit (See attached Exhibit B). The proposed color is orange for the lit letters. Staff has inquired how the orange lettering will compliment the proposed red awnings that are to be located above the first floor store-fronts.

**OPEN ITEM #2-DISCUSS THE COLOR LETTERING OF ORANGE FOR THE ILLUMINATED PROJECTION SIGN**

**SUMMARY OF OPEN ITEMS**

Staff has revised the following open items for discussion at the Public Hearing:

Open Item
1. Discuss illumination of projection sign
2. Discuss color of projection sign

## ADDITIONAL LEGACY CODE STANDARDS

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

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;  
**The use of illumination on a sign is permitted within the Legacy District. However, the projection sign was granted variations based on the fact the sign would not be illuminated.**
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;  
**A projection sign of this size and illumination will be a first in the Downtown.**
- c. Any improvement meets the architectural standards set forth in the Legacy Code.  
**The two (2) buildings provide for a consistent style of architecture. The proposed projection sign for the development is consistent with the look of the building. In addition, the first floor tenants are permitted to have illuminated signs and therefore the projection sign will be consistent.**
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.  
**The scale, location and illumination of the sign will allow the building to be more visible from Oak Park Avenue. Due to the building being a distance from the main road, they feel it is necessary to have a sign visible enough to draw people to their site.**



## STANDARDS FOR A VARIATION

---

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has prepared draft responses for the Findings of Fact below.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.  
**The property can yield a reasonable return without the sign variations granted. However, the developer expressed their desire to construct a one of a kind building for downtown Tinley Park and the project sign is one of the features that makes the building unique.**
2. The plight of the owner is due to unique circumstances.  
**The building is setback from Oak Park Avenue and the site does not have space for a ground sign to identify the building. This is not unique to other businesses along South Street, however the developer states it is critical to identify the building for its future retailers occupying the first floor.**
3. The Variation, if granted, will not alter the essential character of the locality.  
**The project as a whole is being presented as one unified development. The developer is bringing forth a modern design that meets the intent of the Legacy Plan. The developer is working on a constrained site and trying to build a product that is comparable in size and price to existing mixed-used developments in the region. The project itself is going to transform the image of the downtown. This will be the first large-scale, mixed-use development that will be the catalyst for redevelopment in the downtown.**
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or

endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## MOTIONS TO CONSIDER

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If the Plan Commission wishes to make a motion, the following motion is written in the affirmative for the Commission's consideration:

**Motion 1:** "...make a motion to recommend that the Village Board grant an amendment to Ordinance 2018-O-066 to the Petitioner, David Sosin, on behalf of South Street Development, LLC, for property located at 6701-6755 W. South Street allowing for a side-illuminated projection sign in accordance with the plans submitted and listed herein and adopt Findings of Fact submitted by the Applicant and as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting.

*[any conditions that the Commissioners would like to add]*

**Exhibit A****History of Public Meeting for "South Street" Project  
6701-55 W. South Street**

- November 15, 2007- Tinley Park Long Range Plan Commission (LRPC) discussed a Concept Plan for The Promenade Development-South Street.
- November 29, 2007- LRPC considered a project presentation for the Promenade-South Street for the purpose of gathering information prior to considering a recommendation to the Village Board for Concept Plan Approval for a P.U.D.
- January 3, 2008- Work Session was conducted in order to further discuss the details of the project.
- May 15, 2008- LRPC reviewed the Concept Plan for a P.U.D.
- May 27, 2008- Work session with LRPC.
- June 5, 2008- LRPC reviewed the Concept Plan for a P.U.D.
- June 17, 2008- The Village Board approved the Concept Plan at their meeting.
- December 2, 2008- Finance & Economic Development Committee discussed amended incentive request for the Promenade- South Street.
- February 5, 2009- LRPC reviewed Preliminary P.U.D. plans for Promenade Development-South Street.
- March 12, 2009- A work session was held.
- March 19, 2009- LRPC held Public hearing for Preliminary P.U.D. approval.
- April 2, 2009- LRPC held 2<sup>nd</sup> Public hearing for Preliminary P.U.D. and recommended approval for a development comprised of one 12-unit mixed use building, one 11-unit mixed used building, and two 4-unit multiple family buildings in the H-1 Historic Zoning District.
- May 17, 2012- Plan Commission holds workshop for the Boulevard at Central Station-South Street for site plan approval with variations.
- June 7, 2012- Plan Commission held Public Hearing for Site Plan Approval with Variations.
- July 17, 2012- Village Board adopts Ordinance 2012-O-027 granting variations to the Boulevard at Central Station.
- December 1, 2015- Applicant made several changes necessitating a re-review of the project. Twenty (20) additional units are proposed for a total of 187 units. The Units have decreased in size and the alignment of the access ways on South Street and 174<sup>th</sup> Street have changed slightly. The amount of retail has also decreased by 5,000 SF.
- April 2017-June 2018- Staff continued to work with developer on the plans.
- August 16, 2018- First Workshop was held to discuss the final plans.
- September 6, 2018- Public Hearing was held on the Special Use, and Variations.
- October 09, 2018- Project was discussed at the Committee of the Whole Meeting.
- October 16, 2018- Village board adopt ordinances approving the project.
- September 5, 2019- Ground breaking ceremony
- October 11, 2019- Foundation only permit issued for Phase 1
- March 6, 2020- Full building permit issued for Phase 1

Exhibit B

# Double sided projecting sign

Flat face aluminum with GemLite letters attached to face internally lit with leds. "at Central Station" and border non lit router cut aluminum

All aluminum framing. structural supports are steel

solid (no light in field)

Painted face

side illuminated

Top View

6"



48"

25'

no lighting in any of the field



Brand Colors

Color 1	Color 2	Color 3	Color 4
Color 5	Color 6	Color 7	Color 8
Color 9	Color 10	Color 11	Color 12
Color 13	Color 14	Color 15	Color 16
Color 17	Color 18	Color 19	Color 20

solid (no light)



48"

PROOF

Approved By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Economy Signs**  
 546 Conkey Street, Hammond, IN 46324 | 218.932.1233  
 www.economy-signs.com | economysigns@comcast.net

It is the customer's responsibility to ensure that the proof is correct in all areas. Please be sure to double-check spelling, grammar, layout and design before approving artwork. If a proof containing errors is approved by the customer, customer is responsible for payment of all original costs of printing, including corrections and reprints.

The customer is 100% responsible for approvals of Copyright, Trademark and Licensing. Agreements of artwork. All artwork is copyrighted and cannot be reproduced without Economy Signs' permission. It is illegal to duplicate or reproduce copyrighted artwork without prior written permits.

All artwork must be approved by the customer before a job can be entered into production. Customer's approval is contractually binding for payment of all services rendered.





## Bring your vision to light.

### The possibilities are endless with GemLite by Gemini.

GemLite dimensional letters and logos offer cost-effective creative possibilities to help maximize your creativity and your image. Made from UV-stable, non-petroleum based, renewable CAB plastic and UL-certified for LED lighting, this line offers affordable, long-lasting quality and a host of standard or customizable options.

Now, with the introduction of Mini GemLites, you can go down to 6" in letter size to add a tagline or sub-line to the main signage. Like all Gemini products, GemLite formed plastic letters are backed by a lifetime warranty. UL-certified LED lights and power supplies come with a four-year manufacturer's warranty.

- High-quality formed plastic letters and logos, with a range of standard or customizable options
- Produced with a translucent material that is custom designed for LED lighting
- New lower profile provides greater design flexibility
- Lifetime warranty on letters and logos
- Made in USA with typical production time of 8 days
- UL Certified



*Made True.*



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GemLite ILLUMINATED LETTERS AND LOGOS

Get into the glow of success. GemLite™ has specially designed LED lighting that provides effective illumination free of hot spots or shadows. Bring your vision to life by offering customers a step up from traditional lit channel letters.



LIGHTING OPTIONS



Face & Side-lit



Halo-lit



Face-Lit, Painted Lip, Side-lit



Border & Side-lit, Painted Face



Face & Side-lit, Painted Lip



Side-lit, Painted Face

LEGENDARY QUALITY



All Gemini products are built to last and guaranteed with a lifetime warranty on letters & logos, and a 4 year manufacturer's warranty on UL-Certified LED lights and power supplies.

For the highest quality in lighted dimensional letters and logos, turn to Gemini.

COLOR OPTIONS

Standard Face Colors

LED White 1838	LED Yellow 1800	LED Red 1893	LED Red-Orange 1862
LED Orange 1819	LED Light Blue 1848	LED Blue 1860	LED Light Green 1808

LED Colors



Craftsmanship, illuminated

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Sales@GeminiSignProducts.com

[GeminiSignProducts.com](http://GeminiSignProducts.com)

Made True.



**LIST OF REVIEWED PLANS**


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

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**ORDINANCE**  
**NO. 2020-O-080**

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**AN ORDINANCE AMENDING ORDINANCE NO. 2018-O-066 TO ALLOW FOR  
A SIDE-ILLUMINATED PROJECTION SIGN AT 6701-6755 SOUTH STREET**

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

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

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

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

**ORDINANCE NO. 2020-O-080**

**AN ORDINANCE AMENDING ORDINANCE NO. 2018-O-066 TO ALLOW FOR A  
SIDE-ILLUMINATED PROJECTION SIGN AT 6701-6755 SOUTH STREET**

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

**WHEREAS**, the Village adopted Ordinance No. 2018-O-066, granting a Special Use Permit and certain Variations to allow for the construction of a four story mixed-use development with certain residential accessory uses to be located on the first floor at 6701-6755 South Street in the Downtown Zoning District (the "Project"); and

**WHEREAS**, Ordinance No. 2018-O-066 granted two Variations permitting the construction of a projection sign, with the condition that such sign not be illuminated included in the public record and exhibits incorporated into said ordinance; and

**WHEREAS**, a Petition for the granting of a Variation to permit the construction of a side-illuminated projection sign has been filed by David Sosin on behalf of South Street Development, 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 such Amendment should be granted on December 3, 2020, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

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

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

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

**Section 1:** 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 it has met the standards for amending certain conditions imposed by Ordinance No. 2018-O-066. The proposed amendment to Ordinance No. 2018-O-066 as set forth herein is in the public good and in the best interests of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

**Section 2:** The Amendment to Ordinance No. 2018-O-066 set forth herein below shall be applicable to the following described property:

**SEE LEGAL DESCRIPTIONS ATTACHED HERETO AS EXHIBIT 1**

**Section 3:** That the conditions prohibiting an illuminated projection sign included in the public record and exhibits incorporated into Ordinance No. 2018-O-066 are hereby waived, and a side-illuminated projection sign in accordance with the plans submitted and listed herein is approved.

**Section 4:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED THIS 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-080, “AN ORDINANCE AMENDING ORDINANCE NO. 2018-O-066 TO ALLOW FOR A SIDE-ILLUMINATED PROJECTION SIGN AT 6701-6755 SOUTH STREET,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT A**  
**Legal Descriptions**

Common Address 6701-6755 South Street

PIN(s) 28-30-411-005-0000; 28-30-411-007-0000;28-30-411-015-0000;28-30-411-017-0000;  
28-30-411-023-0000; 28-30-411-024-0000;28-30-411-025-0000;28-30-411-026-0000;28-30-  
411-027-0000;



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

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

**SUBJECT: MINUTES OF THE December 3, 2020 REGULAR MEETING**

**ITEM #2 Workshop/Public Hearing – South Street Development - 6701-6755 South Street – Amendment to Variation- Projection Sign**

Consider recommending that the Village Board grant David Sosin, Attorney on behalf of South Street Development, LLC approval of an amendment to Ordinance 2018-O-066 to allow the projection sign to be back-lit.

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

Absent Plan Commissioners: Mary Aitchison

Village Officials and Staff: Kimberly Clarke, Community Development Director  
Paula Wallrich, Planning Manager (Participated electronically)  
Dan Ritter, Senior Planner  
Barbara Bennett, Commission Secretary

Guests: Dan McMillan, Development Team

Kimberly Clarke, Community Development Director, 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 for comments from the Applicant.

Dan McMillan, Development Team thanked Kimberly for pointing out to them that the sign color should be red to go along with the awnings on the building. The sign with the sign-lighting will help it to be viewed from Oak Park Avenue. He needs a sign for commercial as well as the apartments.

CHAIRMAN GRAY asked for comments from the commissioners.

COMMISSIONER WEST noted that this is a reasonable request.

COMMISSIONER GATTO noted she echoes this and thinks it will look great in the downtown area.

COMMISSIONER LOSCIUTO agrees that the sign will look good with the red letters.

COMMISSIONER VICK agrees that the color change is good and will look nice. The lighting will make it pop and draw people to the building.

COMMISSIONER MANI agrees the lighting will look nice and will not be obtrusive to the people living in the apartment.

COMMISSIONER ENGEL has no concerns and the color scheme will work.

CHAIRMAN GRAY agrees with all the other commissioners and noted good job to Kimberly for recommending the color change. This will look top notch and will look very nice.

CHAIRMAN GRAY asked for a motion to open the public hearing.

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER WEST to open the public hearing for Crana Homes.

AYE: COMMISSIONERS GATTO, ENGEL, MANI, VICK, GASKILL, WEST, LOSCIUTO 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 being published in the local newspaper as required by state law.

Anyone who would like to speak on this matter will be sworn in after the staff presentation.

Ms. Clarke noted the Legacy Code and Variation Standards.

CHAIRMAN GRAY asked for comments from the public. There were none.

A Motion was made by COMMISSIONER ENGEL, seconded by COMMISSIONER GATTO to close the public hearing for Crana Homes.

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER LOSCIUTO to recommend that the Village Board grant an amendment to Ordinance 2018-O-066 to the Petitioner, David Sosin, on behalf of South Street Development, LLC, for property located at 6701-6755 W. South Street allowing for a side-illuminated projection sign in accordance with the plans submitted and listed herein and adopt Findings of Fact submitted by the Applicant and as proposed by Village Staff, and as may be amended by the Plan Commission at this meeting.

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This item will go to the Village Board on Tuesday, December 15, 2020.

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

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**RESOLUTION**  
**NO. 2020-R-127**

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

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2020-O-127****A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO  
SEEK CLASS 8 CERTIFICATION BY THE OFFICE OF THE COOK  
COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF  
TINLEY PARK, COOK AND 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**, the Village of Tinley Park desires to promote commercial and industrial development in the Village of Tinley Park; and

**WHEREAS**, commercial and industrial properties encompassed in an area bounded by Harlem Avenue on the east, Metra Rock Island Railroad on the south, Bristol Park residential subdivision on the west, and 175<sup>th</sup> Street on the north, identified by the Property Identification Numbers in exhibit A, and commonly referred to as Duvan Industrial Park, have underperformed the other areas of the Village in relation to development; and

**WHEREAS**, the Village of Tinley Park finds that the subject properties are “in need of substantial revitalization” as defined in the Cook County Real Property Assessment Classification Ordinance; and

**WHEREAS**, if existing industrial and commercial structures were improved and utilized fully, and if new industrial and commercial structures were developed, Cook County’s economic well-being would be improved by an increase in the level of economic activity, by increased employment opportunities, and by a growth in the real property tax base; and

**WHEREAS**, the Village of Tinley Park finds that it is not economically feasible for private enterprise to accomplish the needed redevelopment of the area without public assistance because of the blighted or depressed conditions of the area where such development is needed, and also finds that the ordinary unaided operation of private enterprise cannot accomplish the necessary modernization, rehabilitation and development needed, and therefore provision must be made for public assistance and encouragement of such private enterprises; and

**WHEREAS**, the creation of new property tax classification for (a) new development of industrial structures, or the substantial rehabilitation and reutilization of existing industrial structures for specific areas of special need, and (b) new development of commercial structures, or the substantial rehabilitation and reutilization of existing commercial structures in areas that are

depressed, blighted or threatened with blight is an appropriate and necessary method of providing such assistance and encouragement, and will result in increasing the tax base in such areas for the County;

**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 VILLAGE PETITIONS THE OFFICE OF THE COOK COUNTY ASSESSOR TO DECLARE THE SUBJECT PROPERTY AREA QUALIFIED UNDER THE TERMS AND CONDITIONS OF A CLASS 8 INCENTIVE:

PASSED THIS 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-O-127, “A RESOLUTION AUTHORIZING THE VILLAGE OF TINLEY PARK TO SEEK CLASS 8 CERTIFICATION BY THE OFFICE OF THE COOK COUNTY ASSESSOR FOR CERTAIN PROPERTY IN THE VILLAGE OF TINLEY PARK, COOK AND 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 December 15<sup>th</sup>, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

**Exhibit A**

27-36-204-002-0000	17205 Duvan
27-36-204-003-0000	17516 Duvan
27-36-204-006-0000	17620 Duvan
27-36-204-012-0000	7447 Duvan
27-36-204-013-0000	7413-7417 Duvan
27-36-204-014-0000	7405-7409 Duvan
27-36-204-015-0000	7351 Duvan
27-36-204-021-0000	17500 Harlem
27-36-204-022-0000	17500 Harlem
27-36-204-023-0000	7319 Duvan
27-36-204-024-0000	7313 Duvan
27-36-204-028-0000	17650 Duvan
27-36-204-029-0000	17700 Duvan
27-36-204-031-0000	17600 Duvan
27-36-204-033-0000	17532 Duvan
27-36-204-034-0000	17548 Duvan
27-36-204-036-0000	7307-7309 Duvan
27-36-204-037-0000	7305 Duvan
27-36-204-038-0000	7301 Duvan
27-36-204-039-0000	7455 Duvan
27-36-204-040-0000	7501 Duvan
27-36-204-041-1001	7571 175th #1
27-36-204-041-1002	7571 175th #2
27-36-204-041-1003	7571 175th #3
27-36-204-044-0000	7219 Duvan
27-36-204-045-0000	7221-7225 Duvan
27-36-204-046-0000	7227 Duvan
27-36-204-047-0000	7249 Duvan
27-36-204-048-0000	7241 Duvan
27-36-204-049-0000	7239 Duvan
27-36-204-050-0000	7233 Duvan
27-36-205-011-0000	17549 Duvan
27-36-205-013-0000	7551 175th
27-36-205-014-0000	17501 Duvan
27-36-205-015-0000	7330 Duvan
27-36-205-016-0000	7350 Duvan
27-36-205-017-0000	17601 Duvan

27-36-205-018-0000	17615 Duvan
27-36-205-020-0000	7350 Duvan
27-36-205-021-0000	7320 Duvan
27-36-205-022-0000	7300 Duvan
27-36-205-024-0000	7400 Duvan
27-36-205-025-0000	7410 Duvan
27-36-205-026-0000	7420 Duvan
27-36-205-027-0000	7300 Duvan
27-36-205-028-0000	7250 Duvan
27-36-205-029-0000	17511 Duvan
27-36-205-030-0000	17515 Duvan
27-36-205-031-0000	7440 Duvan
27-36-205-032-0000	7430 Duvan
27-36-205-033-0000	7460 Duvan
27-36-205-034-0000	7450 Duvan
27-36-205-036-0000	17500 Duvan



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

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**RESOLUTION**  
**NO. 2020-R-128**

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**A RESOLUTION APPROVING A COOK COUNTY CLASS 6B SER  
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17532  
DUVAN DRIVE, TINLEY PARK, ILLINOIS**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2020-R-128****A RESOLUTION APPROVING A COOK COUNTY CLASS 6B SER  
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17532  
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 and industrial 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 6b SER which provides an applicant a reduction in the assessment level where the qualifying use of the property does not comply with the definition of “abandoned property, substantial rehabilitation, or vacancy” under the current Class 6b program; and

**WHEREAS**, Class 6b SER requires the approval of the Cook County Board of Commissioners and the Village of Tinley Park; and

**WHEREAS**, Duvan Acquisition, LLC (Owner) is applying for Class 6b SER property status pursuant to said aforementioned ordinance for certain real estate located at 17532 Duvan Drive (Subject Property) in the Village of Tinley Park, Orland Township, Cook County, Illinois, with the Property Index Number 27-36-204-033-0000, and legally described in Exhibit “A” attached hereto and;

**WHEREAS**, the Subject Property real estate is located in Orland Township and is certified eligible for Class 6b SER by Cook County;

**WHEREAS**, Duvan Acquisition, LLC intends to correct code violations to the Subject Property and;

**WHEREAS**, the granting of a Class 6b SER tax incentive for the Subject Property is necessary to avoid vacancy of the property; and

**WHEREAS**, this resolution will be tied to an incentive agreement (see Exhibit B).

**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 6b SER status specifically for the special assessment of an industrial building located at 17532 Duvan Drive, Tinley Park, Orland Township, Cook County, Illinois, PIN Numbers 27-36-204-033-0000.

**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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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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-128, “A RESOLUTION APPROVING A COOK COUNTY CLASS 6B SER RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17532 DUVAN DRIVE, TINLEY PARK, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15<sup>th</sup>, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT A**

**Legal Description**

PIN: 27-36-204-033-0000

LOTS 3 AND 4 (EXCEPT THE SOUTH 30 FEET THEREOF) IN TINLEY INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 36 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE C.R.I & F, RY. IN COOK COUNTY, ILLINOIS.

**Exhibit B****Incentive Agreement**

PREPARED BY AND AFTER  
RECORDING RETURN TO:

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK  
AND DUVAN ACQUISITION, LLC  
(17532 Duvan Drive, Tinley Park, Illinois 60477)**

**THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT** (“**Agreement**”) is made this 15<sup>th</sup> day of December, 2020 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **Duvan Acquisition, LLC**, an Illinois Corporation (“**Owner**”).

**RECITALS**

**WHEREAS**, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to provide temporary tax relief to long-term (10 years or more) industrial enterprises in Cook County. The SER program applies to properties where the qualifying use of the property does not comply with the definition of “abandoned property, substantial rehabilitation, or vacancy” under the current Class 6b program; and

**WHEREAS**, the 6b SER tax incentive is not renewable; and

**WHEREAS**, the Owner is the contract purchaser of property generally located at 17532 Duvan Drive, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

**WHEREAS**, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6b SER Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, (“**Class 6b SER Assessment Classification**”) for the Property with said resolution stating that the Village finds the incentive is necessary for the property to remain occupied; and

**WHEREAS**, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 6b SER Tax Assessment Classifications; and

**WHEREAS**, Owner shall correct code violations as outlined in Exhibit B (“**Code Violations**”); and

**WHEREAS**, without the Class 6b SER Assessment Classifications for the Property, the property would become vacant; and

**WHEREAS**, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

**Section 1. Incorporation.** The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

**Section 2. Term of Agreement.** The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 6b SER Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

**Section 3. Covenants of the Village.** In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Class 6b SER Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Class 6b SER Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation contemplated under Section 8(f) herein.

**Section 4. Covenants of the Owner.** In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.

- b. Owner shall correct all code violations in accordance with this Agreement, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall correct all violations, subject to delays from Force Majeure (defined below), in accordance with the schedule outlined in Exhibit B.
- c. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- d. Upon completion of the improvements outlined in Exhibit B, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the improvements (a “**Completion Statement**”).
- e. The Project Work may be completed in phases. The Owner may, but is not obligated to, submit and the Village shall review a Completion Statement for a portion or phase of the Project Work (a “**Phase Completion Statement**”). Village approval of such Completion Statement shall not be unreasonably withheld. The date on which the Village has approved such Phase Completion Statement shall be a “**Phase Completion Date**.”
- f. The “**Substantial Completion Date**” shall mean the date on which the Village has approved a Completion Statement for the entirety of the improvements outlined in Exhibit B, such approval shall not be unreasonably withheld.

#### **Section 5. Event of Default.**

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
  - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
  - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material



respect;

- iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
  - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
  - v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

**Section 6. Remedies.** Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
  - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 6b SER Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 6b SER Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
  - ii. Within five (5) business days of written demand from Village (the

“**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 6b SER Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 6b SER Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

#### **Section 7. Assignment.**

- a. Up to the deadlines identified in Exhibit B, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
  - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
  - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved the completion of the improvements shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to

be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.

- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

**Section 8. Miscellaneous.**

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner’s sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

**Section 9. Notice.**

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park  
16250 S. Oak Park Ave.,  
Tinley Park, IL 60477  
Attn: David J. Niemeyer  
Village Manager  
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC  
200 West Adams St. Ste. 2125  
Chicago, IL 60606  
Attn: Paul O'Grady  
pogrady@pjmchicago.com

If to Owner: John Rymsza  
Duvan Acquisition, LLC  
c/o Cabinet Wholesale Supply, Inc.  
17532 Duvan Drive  
Tinley Park, Illinois 60477

With a copy to:

Sandrick Law Firm, LLC  
16475 Van Dam Road  
South Holland, Il. 60473

- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW

**IN WITNESS WHEREOF**, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

**VILLAGE OF TINLEY PARK**, an Illinois municipal corporation

\_\_\_\_\_  
By: Jacob C. Vandenberg  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: Kristin A. Thirion  
Its: Village Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF COOK        )

On this \_\_\_\_ day of December, 2020, before me, personally appeared Jacob C. Vandenberg, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public

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

My commission expires:

**IN WITNESS WHEREOF**, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

Duvan Acquisition, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Member

STATE OF ILLINOIS )  
                                      ) ss.  
COUNTY OF COOK    )

On this \_\_\_\_ day of December, 2020, before me, personally appeared \_\_\_\_\_, personally known, who being by me duly sworn did say that he is a member of Duvan Acquisition, LLC, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My commission expires:

**EXHIBIT A**

**Legal Description**

PIN: 27-36-204-033-0000

LOTS 3 AND 4 (EXCEPT THE SOUTH 30 FEET THEREOF) IN TINLEY INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 36 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE C.R.I & F, RY. IN COOK COUNTY, ILLINOIS.



**EXHIBIT B****Code Violations and Schedule**

#	Improvement	Deadline
1	Screening of the existing outdoor storage behind the west side of the building is required. This requires a solid fence to be placed around the outdoor storage area.	April 30, 2021
2	Trailers located on the adjacent vacant lot must be placed on an approved solid surface (asphalt or concrete) and properly screened. These trailers may be placed behind the building with the other outdoor storage covered in the above comment.	April 30, 2021
3	The dumpster on the north side of the building is required to be screened. The dumpster can be located behind the building with the other outdoor storage or a separate dumpster enclosure can be constructed.	April 30, 2021

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK  
AND DUVAN ACQUISITION, LLC  
(17548 Duvan Drive, Tinley Park, Illinois 60477)**

**THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT** (“**Agreement**”) is made this 15<sup>th</sup> day of December, 2020 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **Duvan Acquisition, LLC**, an Illinois Corporation (“**Owner**”).

**RECITALS**

**WHEREAS**, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to provide temporary tax relief to long-term (10 years or more) industrial enterprises in Cook County. The SER program applies to properties where the qualifying use of the property does not comply with the definition of “abandoned property, substantial rehabilitation, or vacancy” under the current Class 6b program; and

**WHEREAS**, the 6b SER tax incentive is not renewable; and

**WHEREAS**, the Owner is the contract purchaser of property generally located at 17548 Duvan Drive, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

**WHEREAS**, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6b SER Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, (“**Class 6b SER Assessment Classification**”) for the Property with said resolution stating that the Village finds the incentive is necessary for the property to remain occupied; and

**WHEREAS**, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 6b SER Tax Assessment Classifications; and

**WHEREAS**, Owner shall correct code violations as outlined in Exhibit B (“**Code Violations**”); and

**WHEREAS**, without the Class 6b SER Assessment Classifications for the Property, the property would become vacant; and

**WHEREAS**, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

**Section 1. Incorporation.** The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

**Section 2. Term of Agreement.** The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 6b SER Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

**Section 3. Covenants of the Village.** In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve resolutions setting forth its consent and support of Owner’s activation of the Class 6b SER Assessment Classifications for the Property, which will take effect upon execution of this Agreement (the “**Resolutions**”). During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Class 6b SER Assessment Classifications for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has presented a signed agreement to the Village for recordation contemplated under Section 8(f) herein.

**Section 4. Covenants of the Owner.** In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due.
- b. Owner shall correct all code violations in accordance with this Agreement, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner. Owner shall correct all violations, subject to delays from Force Majeure (defined below), in accordance with the schedule outlined in Exhibit B.

- c. For purposes of this Agreement, “Force Majeure” shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages or unavailability of labor, present or future governmental law, ordinance, rule, order or regulation, inaction or delay on the part of any governmental authority, or other cause beyond the reasonable control of Owner, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure.
- d. Upon completion of the improvements outlined in Exhibit B, the Owner shall submit to the Village for review and approval a completion statement from an engineer or other consultant with respect to the substantial completion of the improvements (a “**Completion Statement**”).
- e. The Project Work may be completed in phases. The Owner may, but is not obligated to, submit and the Village shall review a Completion Statement for a portion or phase of the Project Work (a “**Phase Completion Statement**”). Village approval of such Completion Statement shall not be unreasonably withheld. The date on which the Village has approved such Phase Completion Statement shall be a “**Phase Completion Date**.”
- f. The “**Substantial Completion Date**” shall mean the date on which the Village has approved a Completion Statement for the entirety of the improvements outlined in Exhibit B, such approval shall not be unreasonably withheld.

#### **Section 5. Event of Default.**

- a. The following shall constitute an event of default (“**Event of Default**”) by the Owner hereunder:
  - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
  - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
  - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
  - iv. The initiation against Owner by any creditor of an involuntary petition or

proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and

- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

**Section 6. Remedies.** Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
  - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 6b SER Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 6b SER Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
  - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 6b SER Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written

demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 6b SER Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

#### **Section 7. Assignment.**

- a. Up to the deadlines identified in Exhibit B, Owner shall not sell, assign, transfer or otherwise dispose of its interest under this Agreement or its interest in the Property under any circumstances, without the written prior approval of the Village, which may be withheld or denied in its sole and absolute discretion, except:
  - i. Sale, assignment, or transfer to an entity directly controlling, controlled by or under common control with Owner (“**Affiliate**”) shall be permitted without prior written approval of the Village (a “**Permitted Transfer**”); and
  - ii. Sale, assignment, or transfer of portions of the Property for which the Village has approved the completion of the improvements shall be a Permitted Transfer and shall not require Village approval.
- b. After the Substantial Completion Date or Phase Completion Date as applicable, and so long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section 7(b) shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject by executing and recording on the Property an assumption, as approved by the Village, which shall not be unreasonably withheld, delayed or denied (the “**Assumption**”). Upon receipt of the fully executed Assumption by the Village, Owner shall be released from any obligation or responsibility under this Agreement.

- c. Any assignment or transfer in violation of this Section 7 shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

**Section 8. Miscellaneous.**

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.

- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorney's fees and costs in such proceeding or any appeal therefrom.

**Section 9. Notice.**

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) certified mail, return receipt requested:

If to Village: Village of Tinley Park  
16250 S. Oak Park Ave.,  
Tinley Park, IL 60477  
Attn: David J. Niemeyer  
Village Manager  
dniemeyer@tinleypark.org

With a copy to: Peterson, Johnson & Murray – Chicago LLC  
200 West Adams St. Ste. 2125  
Chicago, IL 60606  
Attn: Paul O'Grady  
pogrady@pjmchicago.com

If to Owner: John Rymsza  
Duvan Acquisition, LLC  
c/o Cabinet Wholesale Supply, Inc.  
17548 Duvan Drive  
Tinley Park, Illinois 60477

With a copy to: Sandrick Law Firm, LLC  
16475 Van Dam Road  
South Holland, Il. 60473



- b. Any notice, demand, request or other communication required or permitted hereunder may be made only upon a party's attorney, which shall be effective for all purposes.
- c. For all purposes of this Agreement, a "business day" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGES FOLLOW

**IN WITNESS WHEREOF**, Village and Owner have executed this Agreement the day and year first hereinabove written.

VILLAGE:

**VILLAGE OF TINLEY PARK**, an Illinois municipal corporation

\_\_\_\_\_  
By: Jacob C. Vandenberg  
Its: Mayor

ATTEST:

\_\_\_\_\_  
By: Kristin A. Thirion  
Its: Village Clerk

STATE OF ILLINOIS        )  
                                      ) ss.  
COUNTY OF COOK        )

On this \_\_\_\_ day of December, 2020, before me, personally appeared Jacob C. Vandenberg, personally known, who being by me duly sworn did say that he is the Village President of the Village of Tinley Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public

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

My commission expires:

**IN WITNESS WHEREOF**, Village and Owner have executed this Agreement the day and year first hereinabove written.

OWNER:

Duvan Acquisition, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Member

STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF COOK )

On this \_\_\_\_ day of December, 2020, before me, personally appeared \_\_\_\_\_, personally known, who being by me duly sworn did say that he is a member of Duvan Acquisition, LLC, that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public  
Printed Name:\_\_\_\_\_

My commission expires:

**EXHIBIT A**

**Legal Description**

PIN: 27-36-204-033-0000

LOTS 3 AND 4 (EXCEPT THE SOUTH 30 FEET THEREOF) IN TINLEY INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 36 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE C.R.I & F, RY. IN COOK COUNTY, ILLINOIS.

**EXHIBIT B****Code Violations and Schedule**

#	Improvement	Deadline
1	Screening of the existing outdoor storage behind the west side of the building is required. This requires a solid fence to be placed around the outdoor storage area.	April 30, 2021
2	Trailers located on the adjacent vacant lot must be placed on an approved solid surface (asphalt or concrete) and properly screened. These trailers may be placed behind the building with the other outdoor storage covered in the above comment.	April 30, 2021
3	The dumpster on the north side of the building is required to be screened. The dumpster can be located behind the building with the other outdoor storage or a separate dumpster enclosure can be constructed.	April 30, 2021

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

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**ORDINANCE**  
**NO. 2020-O-081**

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**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A HERITAGE SITE  
MIXED-USE BUILDING AT 16820 OAK PARK AVENUE**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-081****AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A HERITAGE SITE  
MIXED-USE BUILDING AT 16820 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**, a petition for the granting of a Special Use Permit to allow a Heritage Site to be converted to a mixed-use building on property located at 16820 Oak Park Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Riz Villasenor, on behalf of MedPro Health Providers 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 December 3, 2020 at the Village Hall of this Village at 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**, after hearing testimony on the petition, the Plan Commission found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Special Use and voted 8-0 to recommend to the Village Board of Trustees approval of the Special Use; and

**WHEREAS**, the Plan Commission has filed its report and findings and recommendations regarding the Special Use Permit with the 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 Permit; 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 as set forth in 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 proposed project will convert the first floor of the property to a professional office and a second floor an apartment. The uses are similar and compatible with one another and surrounding uses.*
- 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 proposed project will allow the vacant building to convert the first floor to a commercial office use and the second floor to a residence. The project will further promote the reuse of an existing property in Tinley Park. This mix of uses is similar and compatible with existing nearby uses along Oak Park Avenue.*
- 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 majority of the property within this area has already been developed. The project will meet current Village building codes and is among the highest and best uses for the site. The addition of an apartment to the property continues the Legacy Plan's principles in retaining and expanding residential uses in the NG district.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The site and building are existing and have all appropriate existing utilities, roads, and drainage facilities. Drainage has been accounted for on the site and utilizes the existing storm sewer system.*



- 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 site and building are existing, and proposed site changes will address issues with the on-street parking and access of employees coming to the site. The proposed site plan incorporates 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 Zoning Ordinance and Village regulations. The proposed commercial and residential uses are consistent with other properties along Oak Park Avenue.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The requests fill a vacant structure and the addition of an apartment is consistent with the Legacy Plan's goal of retaining and expanding population density around the Downtown Core to support a strong economic center.*

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

**LEGAL DESCRIPTION:**

LOT 3 (EXCEPT ALL THE SOUTH 25 FEET THEREOF) AND LOT 10 (EXCEPT THE WEST 200 FEET THEREOF) ALL IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 377150), AS PER PLAT RECORDED APRIL, 25, 1929, AS DOCUMENT NUMBER 10351098, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 28-30-107-026-0000

**COMMONLY KNOWN AS:** 16820 Oak Park Avenue, Tinley Park, Illinois

**SECTION 4:** That a Special Use Permit to create a mixed-use building on a Legacy Code Heritage Site as indicated in Section XII.3.A.2 (Legacy Code Uses – Special Uses) at the Subject Property in accordance with the “List of Reviewed Plans” attached hereto, is hereby granted to the Petitioner with the following conditions:

1. Prior to any occupancy, the commercial space shall have all permitted building work complete to convert the space to a commercial use including a buildout, fire suppression, and fire alarm system permits.
2. A photometric study shall be completed to determine how to best light the site and building in compliance with Village standards. Site lighting shall be installed with the required parking lot work.
3. The following project deadlines shall be met:
  - a. Parking lot work, including replacement of all asphalt and required site lighting shall be completed by June 30, 2021.
  - b. Proposed landscaping shall be installed by June 30, 2021. The final landscape plan, including plant species and placement shall be approved by Village Staff prior to planting.
  - c. The commercial and residential apartment construction work/occupancies may be phased with Building Official approval of the building permit. All work for the conversion to a mixed-use building shall be completed by December 31, 2021.
4. A Final Plat of Subdivision consolidating the two lots and providing for cross-access to the north shall be submitted to the Village for review and approved by the Village Board.
5. Site Plan Approval is subject to approval of the Special Use Permit, Variations, and Final Plat by the Village Board.
6. Site Plan Approval is subject to final engineering plan review and approval by the Village Engineer.”

**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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-081, “AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A HERITAGE SITE MIXED-USE BUILDING AT 16820 OAK PARK AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK



# PLAN COMMISSION STAFF REPORT

December 3, 2020 – Workshop/Public Hearing

## MedPro Health Providers, Mixed-Use Building

16820 Oak Park Avenue

### Petitioner

Riz Villasenor, on behalf of MedPro Health Providers, LLC (contract purchaser)

### Property Location

16820 Oak Park Avenue

### PIN

28-30-107-026-0000

### Zoning

NG, Neighborhood General

### Approvals Sought

Site Plan Approval  
Special Use Permit  
Variations  
Final Plat

### Project Planner

Daniel Ritter, AICP  
Senior Planner



## EXECUTIVE SUMMARY

The Petitioner, Riz Villasenor, on behalf of MedPro Health Providers, LLC (contract purchaser) is seeking Site Plan Approval, a Special Use Permit, and Variations needed to convert a single-family residential home to a mixed-use building with a first-floor office and second-floor apartment at 16820 Oak Park Avenue in the NG, Neighborhood General, zoning district.

The Petitioner is proposing to renovate the first floor of the building for an office to operate their business, MedPro Health Providers. The company is a home-based healthcare business that is currently leasing a location in Tinley Park. This location will be an administrative office for the company, with no patients visiting the site. The building's second floor will be renovated into an apartment so that the building is mixed-use. Conversion of a Heritage Site to a mixed-use is permitted in the NG zoning district with a Special Use Permit approval. Additionally, three Variations are being requested.

The property will remain a Heritage Site that does not comply with the Legacy Code's redevelopment requirements. However, it will come closer to the intent of code while keeping with the scale of the existing 90-year-old structure. The proposal mirrors similar mixed-use buildings in the area and along Oak Park Avenue. The mixed-use allows businesses to operate while also retaining the Legacy Plan's goal of keeping residential density that supports the commercial uses in the Downtown Core. The redevelopment proposal benefits the Village by redeveloping a vacant and deteriorating building, while also keeping an existing healthcare business in town.



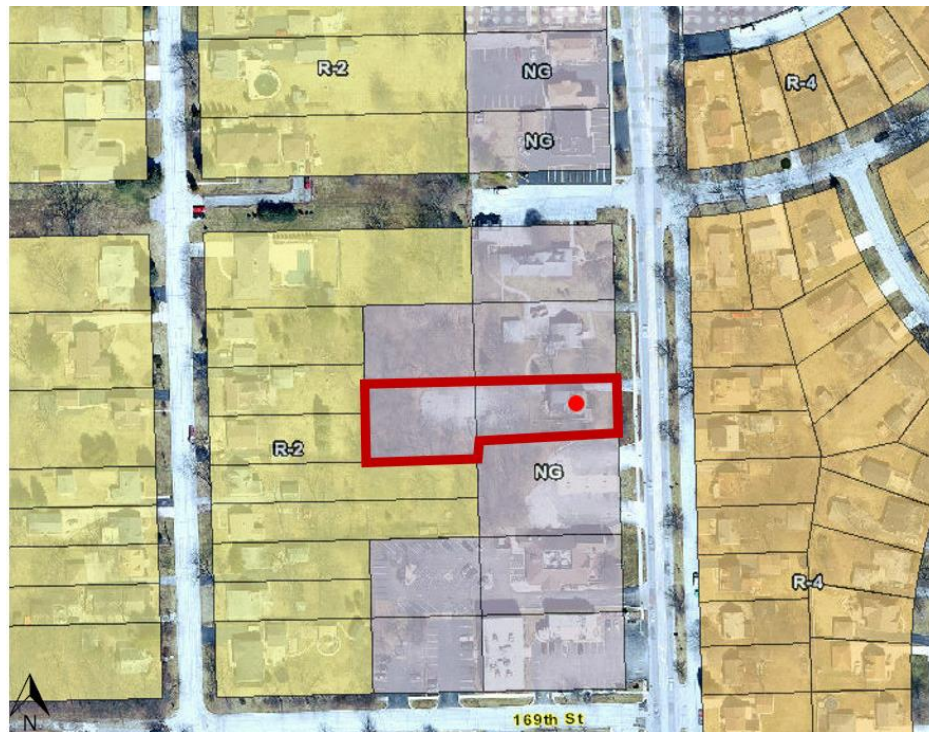
**EXISTING SITE, HISTORY & ZONING**

The subject property was originally constructed as a residential home in a bungalow style around the 1930s. The structure is not identified as a culturally and historically significant property according to the Legacy Plan. However, the house was home to Tinley Park's first and only female mayor, Rose Brown, who served from 1949 to 1952. The house also offers a unique brick design for the entire first floor. The property was renovated in the late 90s to serve as a commercial office. However, after a few years of vacancy was permanently converted back to a single-family residential house in 2010.

The property consists of two lots that are approximately 27,725 sq. ft. in total size and includes a two-story single-family home structure, an ADA ramp, and an asphalt driveway and parking lot that has begun to deteriorate. The rear of the lot is heavily wooded.

This subject property is located in the NG, Neighborhood General, zoning district. It is classified as a "Heritage Site" because the site was developed lawfully before the adoption of the Legacy Code. Sites remain classified as a Heritage Site as long as any voluntary and private-owner initiated modifications to the property do not exceed 50% of the property's market value. The Legacy Code does permit a Heritage Site in the NG district (whether residential or commercial) to be converted to a mixed-use building with Special Use Permit approval.

To the north of the subject property is a detached single-family residential home that is zoned NG. To the north of that property is a property zoned NG that made a similar mixed-use conversion (January 2020) and houses An English Garden Florist & Gifts. To the south of the subject site is a vacant lot that was a former Clark gas station that is also zoned NG. To the west is a single-family home zoned R-2 (Single-Family Residential) and to the east across Oak Park Avenue are single-family homes zoned R-4 (Single-Family Residential).





Existing Site Photos:



*Above: Front/east structure elevation.*



*Left Image: View of rear parking lot facing west.*



*Right Image: Rear/west structure elevation.*



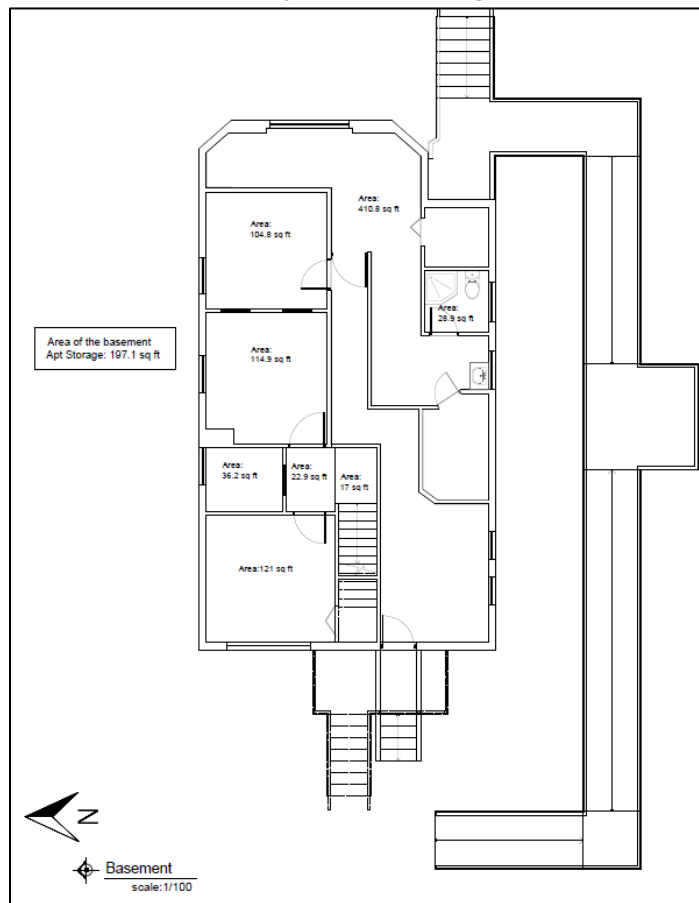
**PROPOSED USE**

The Petitioner’s proposal will convert most of the first floor and basement to a commercial use and the second floor to an apartment. The commercial use will include a 772 sq. ft. of professional office space for their business, MedPro Health Providers LLC (<http://www.medprohealthproviders.com/>), which operates as an at-home healthcare business. Most of the business’s employees are healthcare professionals that work remotely and go to patients’ homes. This office will primarily be utilized by approximately five or six management and administrative staff. Healthcare staff do not come to the office regularly, only visiting for administrative activities or supply pick-up. Due to the current pandemic precautions, office contact and healthcare professional visits have been even further limited to avoid any unnecessary contact. The basement will be used by the commercial use for storage and also has a second bathroom.

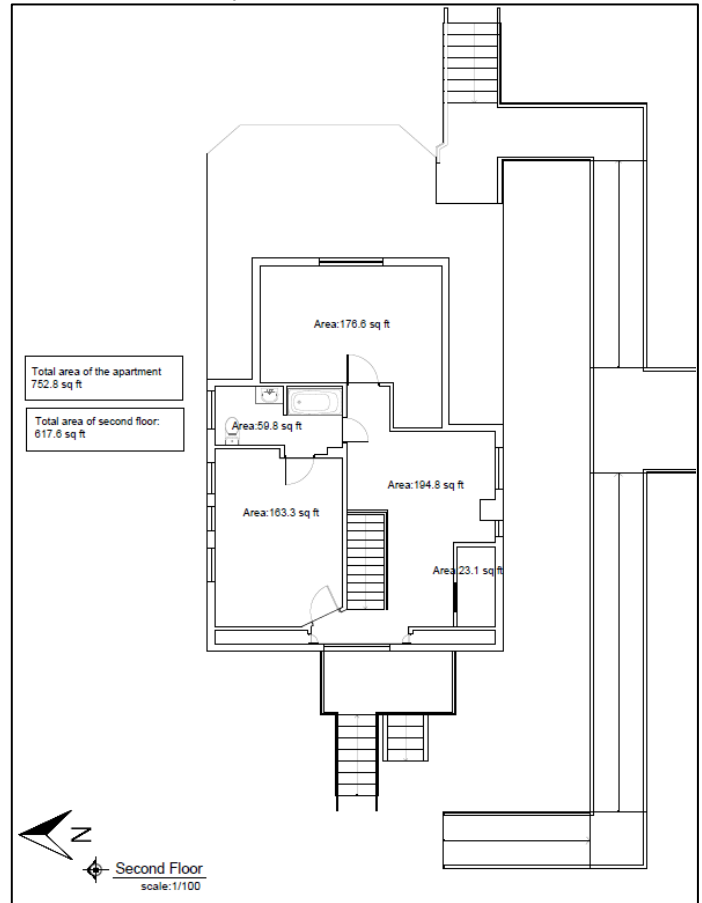
The apartment will be a two-bedroom and one-bathroom apartment that is approximately 752 sq. ft. in size. The apartment’s second floor will have two bedrooms, a living room, and a bathroom. There will be stairs from the second floor to a first floor kitchen area that will have separate access and exclusive use for the apartment tenant. The apartment is proposed to have basement storage as well, but that is not required or calculated into the apartment’s total usable floor area. While the layout is unorthodox, with the kitchen on the first floor, keeping it at the existing location helps save space on the second floor and saves money compared to relocating it. The primary purpose of the apartment addition is for tax relief purposes that allow the business use to be financially feasible in the future.

**Open Item #1: Discuss any concerns about the apartment’s use, with a kitchen located on a different floor than the living area.**

Basement – Office & Apartment Storage

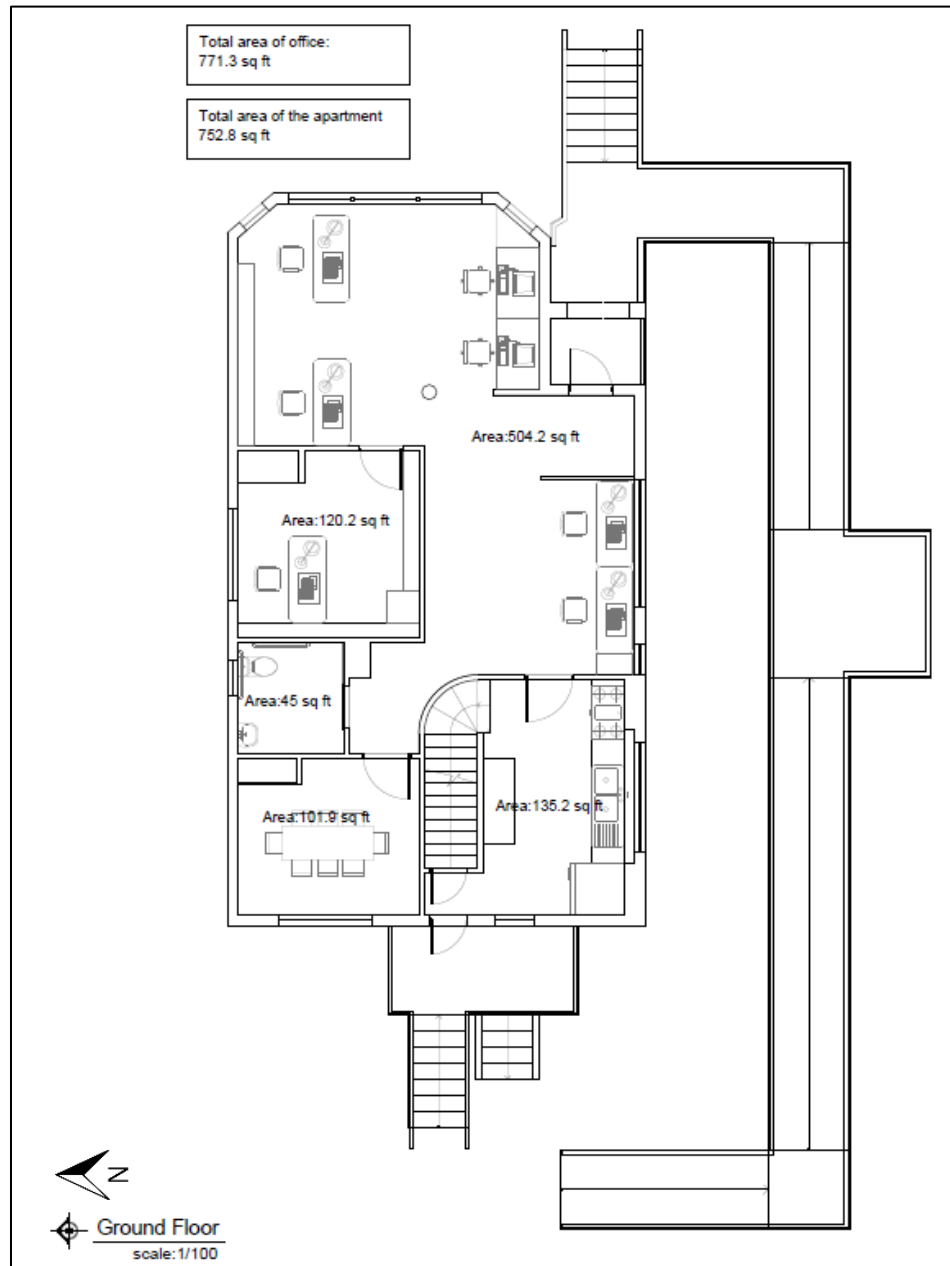


Second Floor - Apartment



First/Ground Floor – Commercial Office & Apartment Kitchen





**Permits** – Renovation and buildout work will need to be completed so that the first floor can be used as a commercial office and the second floor can function as a standalone apartment. The conversion of a residential structure to a commercial or mixed-use structure also necessitates the installation of a fire suppression system, fire alarm, and ingress/egress requirements. Building and fire permit plans require approval and the work must be completed prior to occupancy. Staff has added the permit requirements as a recommended condition of approval for clarification purposes.

**Phasing** - Due to timing issues with the Petitioner's current lease, they plan to phase the work by completing the necessary work for the office occupancy first, then continue working on the apartment as a later phase. Staff is supportive of construction phasing, but since the site must be a mixed-use structure, certain information will be needed for the entire project to be submitted. Staff is recommending a condition be placed on the Special Use Permit that allows for construction phasing, but requiring completion of all work by December 31, 2021.

**Open Item #2: Discuss any concerns and the recommended condition for the proposed phasing of the office and apartment work.**

## SPECIAL USE PERMIT

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The mixed-use building allows a business to reuse the property, maintain a dwelling on the property, and reduce property taxes. The NG zoning district is residentially-focused to provide sufficient density surrounding the Downtown Core and train station. The additional residential dwellings help to support the businesses within the Legacy District and specifically the Downtown Core. While the proposal will not bring the property completely into compliance with the vision of the Legacy Plan, it will help ensure the longevity of a quality 90-year-old property in the downtown area. Staff believes the proposed mixed-use building is the best option to revitalize and preserve the structure for the future of the community.

The Special Use Permit to convert Heritage Sites to mixed-use buildings serves a couple of purposes. First, it ensures that the proposed commercial and residential uses work in harmony with each other and that the conversion is not creating substandard housing for future residents. This is particularly relevant in properties that were not originally designed to have both residential and commercial uses. Staff does not have concerns with the mix of uses based on the use of the first floor as a professional office, staffed during typical business hours. Secondly, the Special Use requires consideration that the request is in harmony with the intent and vision of the Legacy Plan. Similar to Variations for improvements that are greater than the 50% investment threshold (covered in the Variation section below), staff created the following standards when looking at particular Legacy District properties for expansion or conversion:

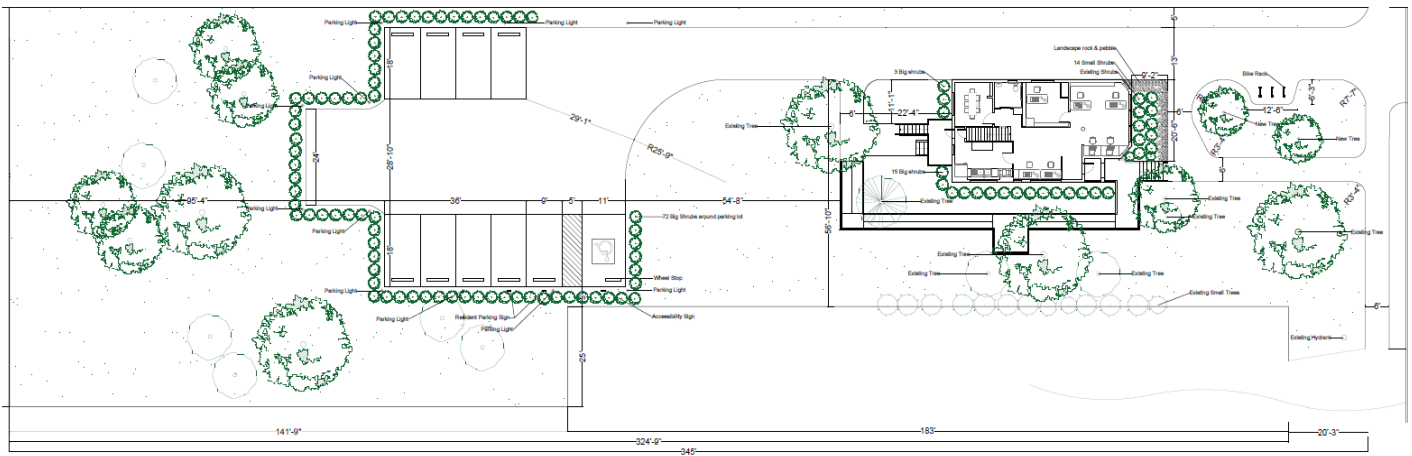
- The condition of the existing building: The building is in sound condition, particularly for a 90-year-old property with some cultural significance. The reuse of the property as mixed-use is expected to keep the property profitable in the future with the mix of uses and lower tax rate for mixed-use buildings.
- The ownership of the property (owner-occupied): The new property owner will operate their business in the offices located on the ground floor; the second floor apartment will be advertised for lease.
- The longevity of the existing non-conforming use: The property owner plans to occupy the first floor of the structure for the foreseeable future. A mixed-use building with commercial and residential uses can remain successful in the future and help to keep the structure occupied and well maintained.
- The ability for the property to be converted to function as the permitted use and comply with other Legacy Code redevelopment requirements: While the structure is currently single-family residential, the mixed-use design will permit an additional commercial use along Oak Park Avenue and help to promote the viability of the Downtown Core. The proposal is the highest and best use of a property with a large lot that has space for parking, landscaping, dumpsters, bicycle racks, walkways, and other aspects typically present in commercial uses. The structure was originally designed as a single-family home and will remain in harmony with the surrounding area. The property otherwise complies with the Legacy Code's exterior requirements for heritage sites. The Special Use Permit does not prevent the first floor from being converted to residential (apartment) in the future if the owner wishes to add a second residential unit.
- The impact of the continuation of the non-conforming use on the redevelopment potential of the area: The property is located on a block that is largely established uses. A mixed-use property will not interfere with the rest of the block's ability to redevelop following the code requirements. The majority of the block has stable commercial uses and is not expected to redevelop in the near future.

Based on the above factors, Staff supports a Special Use Permit to permit the commercial Heritage Site to be converted to a mixed-use building thereby allowing the property to continue to operate under the Heritage Site status.

***Open Item #3: Discuss the proposed Special Use Permit to allow the conversion of a single-family residential heritage site in the Neighborhood General (NG) zoning district to a mixed-use building with a business/professional office and apartment.***

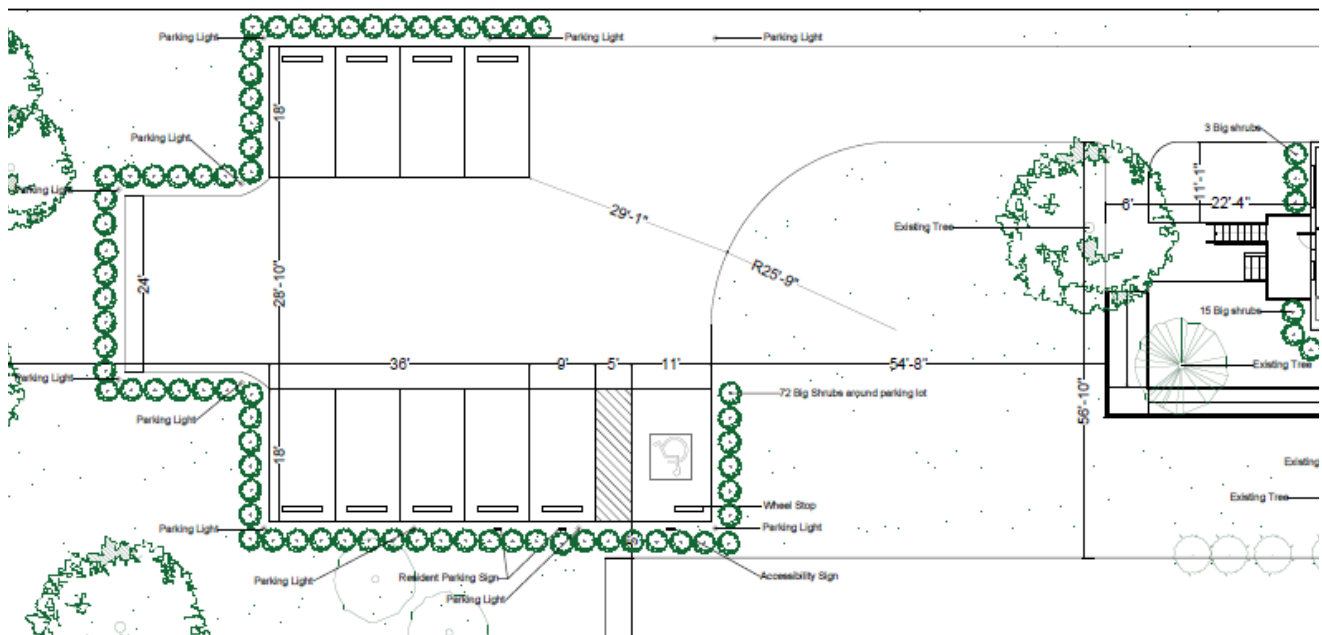
### SITE PLAN & EXTERIOR SITE IMPROVEMENTS

The exterior of the site has a few changes to the layout that will ensure it complies with the site requirements of commercial uses. Different aspects of the site plan are discussed in the sections below.



**Parking Lot & Parking** – The existing parking lot area is a large asphalt area without striping that requires full reconstruction due to pavement deterioration. To save costs, the Petitioner is proposing to shrink this paved area to accommodate only the parking that is needed for the proposed uses. Per the Legacy Code requirements, the proposed site requires a minimum of 6 parking stalls total (1.5 stalls per residential dwelling and 1 stall per 200 sq. ft of street-level commercial usable floor space). The proposed parking lot includes 10 parking stalls in compliance with the code requirements. 2 stalls will be dedicated and properly signed for the apartment tenant’s use. The other eight stalls (including one ADA) are for the office use which anticipates 5-6 employees and occasional visitors. A small turnaround area is also included at the end of the parking lot that allows vehicles to turn around on the site and reverse for the last parking stalls. Due to the phasing of the occupancy and weather limitations for asphalt work, staff recommends that a completion deadline for the work of June 30, 2021.

**Open Item #4: Discuss the proposed parking lot changes and layout. Discuss a Parking lot work deadline of June 30, 2021.**



Drive Aisle Width – Even though the two-way drive aisle does not meet code requirements of 24' in width (currently 15-18 ft), as Heritage Site and because this is maintenance, these existing conditions are permitted to remain as they exist. There is also limited opportunity to expand the drive aisle due to the existing building location. However, staff has recommended that the a cross-access agreement be recorded along the north drive aisle. This allows the drive aisle to be expanded if and when the property to the north redevelops. The aisle will then function as a shared drive aisle for the two properties and limit the number of curb cuts along Oak Park Avenue. Staff has recommended this cross-access easement as a condition of approval on the Final Plat.

***Open Item #5: Discuss the drive aisle access and recommended condition for cross-access.***

Landscaping - The landscaping on the site includes a number of existing trees at the front and rear of the property. Many of the existing trees will remain on the site but the rear area that is heavily wooded and overgrown, will have weeds and low-quality trees removed. The proposed Landscape Plan indicates the addition of shrubs along the parking lot perimeter and the building's foundation. Additionally, two new trees are proposed in the front yard to substitute for parkway trees, which is too narrow to accommodate street trees. The proposed Landscape Plan does not indicate specific species, planting schedules, or other information required of a professional Landscape Plan. Staff is acceptable of the Landscape Plan in theory but due to the lack of detail, recommends that final Landscape Plan approval be required prior to planting. Staff also recommends placing a timeframe for completion of the landscape work due to the expected phasing and timing of the project.

***Open Item #6: Discuss the proposed landscaping and staff's conditions to review the final landscape proposal and set a timeframe for landscape installation by June 30, 2021.***

Pedestrian Access and Bicycle Parking – A bicycle rack and a pedestrian walkway to the front entrance have been added in compliance with Heritage Site upgrade requirements.

Site Lighting – No lighting has been proposed in the parking lot or the building. To safely and sufficiently light the parking lot and entrances/exits, staff is recommending that a photometric study be completed to understand how to best light the parking lot area without causing off-site glare. At a minimum, a parking lot light must be installed at the far end of the parking lot and at the building's entrance/exit. The light fixture and pole styles are required to comply with the light types outlined in the legacy code. Staff has recommended as a condition of the site plan approval that a photometric plan with proposed lighting locations be indicated; the deadline for completion of the lighting along with the parking lot work is June 30, 2021.

***Open Item #7: Discuss the requirement to submit a photometric plan and recommended condition of approval that site lighting be installed with the parking lot work meeting the minimum site lighting requirements.***

Architectural – The only architectural change will be adding steps to the second-floor apartment so that it has a separate entrance. These stairs will be located at the rear of the structure and behind the building. The stairs and landing will be constructed of wood, similar to the existing stairs and ramp.

Signage - No signage is proposed for the business at this time. However, ground and wall signs are permitted in compliance with the Zoning Ordinance requirements.

Engineering Comments - The Petitioner will be installing new pavement and likely upgrading/adding utilities (water) as part of the project. The plans still require review from the Village Engineer that may require further revisions to be made before final engineering or permit approval. Staff recommends conditioning the site plan approval based upon final engineering plan approval by the Village Engineer and MWRD.

## **PLAT OF SUBDIVISION (CONSOLIDATION AND CROSS-ACCESS)**

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The subject parcel is comprised of two separate parcels and property index numbers (PINs). Parcels 1 & 2 are non-conforming lots, and therefore the parcels will be consolidated into one lot with one property index number to comply with setback and use requirements. As part of the Final Plat, a cross-access easement is also recommended to be included. The cross-access allows for the existing narrow two-way drive aisle to be expanded and shared with the property to the north if/when it is ever redeveloped.

A Plat of Consolidation has not yet been submitted and the Petitioner is working with a surveyor to have it submitted. The plat will be required by the time the project goes to the Village Board. However, the overall concept of consolidation and the easement is simple enough to be explained and staff is comfortable keeping the project moving forward with that understanding and condition on the Site Plan Approval.

**Open Item #8: Discuss conditioning final Plat approval upon final staff and engineering review of the plat. The Final plat is required to be submitted to the Village Board for final approval.**

## VARIATIONS

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Three Variations are requested by the Petitioner based on their current proposal and outlined below:

1. **50% Heritage Site Threshold:** *A Variation from Section XII.2.A.10.b. (Legacy Code - NG Heritage Site) of the Zoning Ordinance to allow the Heritage Site Standards to exceed 50% of the property's market value in site improvements.*

By voluntary improvements exceeding 50% of the value of the property, the Petitioner would typically need to meet all redevelopment standards including height, setback, use, parking location, and other requirements that likely necessitates the demolition of the entire building. The Petitioner does not find that economically or technically feasible on this site based upon their need for an office use and mixed-use building.

This will be the third Variation request from the 50% threshold for a Heritage Site. The first request was for The Veterinary Clinic of Tinley Park (17745-17749 Oak Park Avenue) and the second request was for Avocado Theory (17302 Oak Park Avenue). During that initial request, staff created some standards to consider for this particular type of Variation or Special Use that would continue the use of a Heritage Site. These standards are covered in the Special Use section above. Based on those factors, Staff supports a Variation of the 50% threshold for Heritage Sites and allow the property to continue to operate under the Heritage Site status.

2. **Apartment Size:** *A Variation from Section V.C.2. (Usable Floor Area of Dwelling) of the Zoning Ordinance to permit a two-bedroom dwelling with approximately 752 sq. ft. of usable floor area, instead of the required min. of 1,000 sq. ft.*

The Variation is being requested because there is limited space to expand the apartment within the current building footprint. The Variation is unique in that the existing structure is existing and being converted to a mixed-use structure. The apartment will have two bedrooms, a living area, bathroom, and first-floor kitchen. Alternatives options are cost prohibitive and the site will likely remain a detached single-family dwelling. If the dwelling was reduced to a one- bedroom unit, a Variation would still be required to meet that minimum 800 sq. ft. size and more work would have to be done to combine the existing bedrooms.

3. **Covered Residential Parking:** *A Variation from Section XII.3.C.3.d (Legacy Code - Residential Parking) to permit residential parking that is open to the sky and not located within or below the building's envelop.*

The Petitioner has noted it is not technically or economically feasible to construct an attached covered parking structure for two parking spaces with a connection to the apartment due to the existing structure and layout. They will have two dedicated resident parking spaces and have additional parking flexibility on the site for visitors.

**Open Item #9: Discuss the three Variations requested.**

## SUMMARY OF OPEN ITEMS

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

1. Discuss any concerns about the apartment's use, with a kitchen located on a different floor than the living area.
2. Discuss any concerns and the recommended condition for the proposed phasing of the office and apartment work.
3. Discuss the proposed Special Use Permit to allow the conversion of a single-family residential heritage site in the Neighborhood General (NG) zoning district to a mixed-use building with a business/professional office and apartment.
4. Discuss the proposed parking lot changes and layout. Discuss a Parking lot work deadline of June 30, 2021.
5. Discuss the drive aisle access and recommended condition for cross-access.
6. Discuss the proposed landscaping and staff's conditions to review the final landscape proposal and set a timeframe for landscape installation by June 30, 2021.
7. Discuss the requirement to submit a photometric plan and recommended condition of approval that site lighting be installed with the parking lot work meeting the minimum site lighting requirements.
8. Discuss conditioning final Plat approval upon final staff and engineering review of the plat. The Final plat is required to be submitted to the Village Board for final approval.
9. Discuss the three Variations requested.



## STANDARDS FOR A SPECIAL USE

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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. Draft findings have been provided for review below.

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 proposed project will convert the first floor of the property to a professional office and a second floor an apartment. The uses are similar and compatible with one another and surrounding uses.*
- 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 proposed project will allow the vacant building to convert the first floor to a commercial office use and the second floor to a residence. The project will further promote the reuse of an existing property in Tinley Park. This mix of uses is similar and compatible with existing nearby uses along Oak Park Avenue.*
- 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 majority of the property within this area has already been developed. The project will meet current Village building codes and is among the highest and best uses for the site. The addition of an apartment to the property continues the Legacy Plan's principles in retaining and expanding residential uses in the NG district.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The site and building are existing and have all appropriate existing utilities, roads, and drainage facilities.. Drainage has been accounted for on the site and utilizes the existing storm sewer system.*
- 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 site and building are existing, and proposed site changes will address issues with the on-street parking and access of employees coming to the site. The proposed site plan incorporates 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 Zoning Ordinance and Village regulations. The proposed commercial and residential uses are consistent with other properties along Oak Park Avenue.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- *The requests fill a vacant structure and the addition of an apartment is consistent with the Legacy Plan's goal of retaining and expanding population density around the Downtown Core to support a strong economic center.*

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

## STANDARDS FOR A VARIATION

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Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has prepared the following draft responses for the Findings of Fact for review.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - *The Variations are being requested to allow the reuse of an existing building that is approximately 90 years in age and has cultural significance. The proposal will maintain the existing scale of the building. The structure is in good condition, proposed to be occupied by the owner, and the proposal brings the site into closer compliance with the Legacy Plan and redevelopment requirements. Redevelopment or reuse of the property is not economically and technically feasible without the requested Variations.*
2. The plight of the owner is due to unique circumstances.
  - *The Variations are being requested to allow the reuse of an existing building that is approximately 90 years in age and has cultural significance. The site is small and has little opportunity for full redevelopment. Additionally, the building is structurally sound, making reuse economically, technically, and environmentally beneficial.*
3. The Variation, if granted, will not alter the essential character of the locality.
  - *The Variations will maintain the existing building scale and design with a uniform appearance throughout the building. The building's residential character is similar to other properties in the immediate area.*
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;



- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## ADDITIONAL LEGACY CODE STANDARDS

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

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
  - *The proposal aligns with the Legacy Plan principles of retaining and expanding residential uses to support the Downtown Core commercial. The reuse of the space for commercial and residential uses, helps to maximize space utilization and allow a well-maintained property to be reoccupied and repurposed after years of vacancy.*
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
  - *A mixed-use building works well with the existing developments along that block of Oak Park Avenue, which has a mix of uses existing and expected in the future. A mixed-use with a low-intensity commercial use fits in well with the planned residential uses in the area.*
- c. Any improvement meets the architectural standards set forth in the Legacy Code;
  - *No exterior improvements to the building are proposed with the Special Use except for a rear staircase.*
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - *The reuse of a property that has been vacant for a number of years with an existing Tinley Park business, provides economic benefits to the Village compared to a vacant structure. The proposed residential apartment will help bring additional revenue and tax relief to the property and help support the business owner's success. The retention of the dwelling is consistent with the Legacy Plan's goal of increasing population density around the Downtown Core to support a strong economic center.*

## STANDARDS FOR SITE PLAN APPROVAL

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Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. The Architectural Standards have not been included since the proposal does not include and building or architectural changes.

### 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.

## **MOTIONS TO CONSIDER**

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If the Plan Commission wishes to take action on the Petitioner's requests, the appropriate wording of the motions is 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, Riz Villasenor, on behalf of MedPro Health Providers LLC, Site Plan Approval for the property located at 16820 Oak Park Avenue in the NG, Neighborhood General, zoning district, in accordance with the plans submitted in the December 3, 2020 Staff Report and listed herein and subject to the following conditions:*

1. *Prior to any occupancy, the commercial space shall have all permitted building work complete to convert the space to a commercial use including a buildout, fire suppression, and fire alarm system permits.*
2. *A photometric study shall be completed to determine how to best light the site and building in compliance with Village standards. Site lighting shall be installed with the required parking lot work.*
3. *The following project deadlines shall be met:*
  - a. *Parking lot work, including replacement of all asphalt and required site lighting shall be completed by June 30, 2021.*
  - b. *Proposed landscaping shall be installed by June 30, 2021. The final landscape plan, including plant species and placement shall be approved by Village Staff prior to planting.*
  - c. *The commercial and residential apartment construction work/occupancies may be phased with Building Official approval of the building permit. All work for the conversion to a mixed-use building shall be completed by December 31, 2021.*
4. *A Final Plat of Subdivision consolidating the two lots and providing for cross-access to the north shall be submitted to the Village for review and approved by the Village Board.*
5. *Site Plan Approval is subject to approval of the Special Use Permit, Variations, and Final Plat by the Village Board.*
6. *Site Plan Approval is subject to final engineering plan review and approval by the Village Engineer."*

*[any other conditions that the Commission would like to add]*

### **Motion 2 - Special Use**

*"...make a motion to recommend that the Village Board grant the Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, a Special Use Permit to convert a Heritage Site from a detached single-family home to a mixed-use building at 16820 Oak Park Avenue in the NG (Neighborhood General) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed in the December 3, 2020 Staff Report, subject to the following conditions:*

1. *The commercial and residential apartment construction work/occupancies may be phased with Building Official approval of the building permit. All work for the conversion to a mixed-use building shall be completed by December 31, 2021."*

*[any conditions that the Commissioners would like to add]*

**Motion 3 - Variations**

*"...make a motion to recommend that the Village Board grant the three Variations as listed in the December 3, 2020 Staff Report, to the Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, at the property located at 16820 Oak Park Avenue in the NG, Neighborhood General, zoning district, in accordance with the plans listed and adopt Findings of Fact as proposed in the December 3, 2020 Staff Report.*

*[any conditions that the Commissioners would like to add]*

**Motion 4 - Final Plat**

*"...make a motion to recommend that the Village Board grant approval to the Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, a Final Plat for consolidation of two lots public cross-access to be granted to the north along the driveway on the property at 16820 Oak Park Avenue, in accordance with the plans listed in the December 3, 2020 Staff Report, subject to the following conditions:*

- 1. The Final Plat shall include consolidation of the two lots and cross-access to the property to the north along the existing driveway.*
- 2. The Final Plat is subject to review and approval by Village Planning Staff, Village Attorney, and the Village Engineer."*

*[any conditions that the Commissioners would like to add]*

**LIST OF REVIEWED PLANS**

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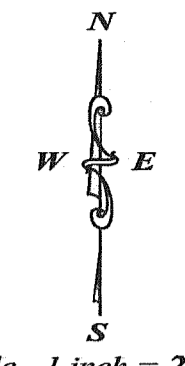
Submitted Sheet Name		Prepared By	Date On Sheet
	Application and Findings/Standards Responses	Petitioner	10/9/2020
	Plat of Survey - 16820 Oak Park Avenue	JKD	6/26/2019
A3	Site Plan	MB	11/5/2020
	Basement, Ground Floor, Second Floor Plans	MB	11/5/2020
JKD = Jens K. Doe Professional Land Surveyors, P.C. (Surveyor)			
MB = Mona Bisadi (Architectural/Layout Design)			

11614 ALGONQUIN RD.  
HUNTLEY, IL. 60142

TOPOGRAPHICAL-ALTA/ACSM-BOUNDARY-SUBDIVISIONS-MORTGAGE-CONDOMINIUM

PHONE: (847) 458-1710  
FAX: (847) 458-1712

ORDER NO.  
19-0051



Scale - 1 inch = 20 feet

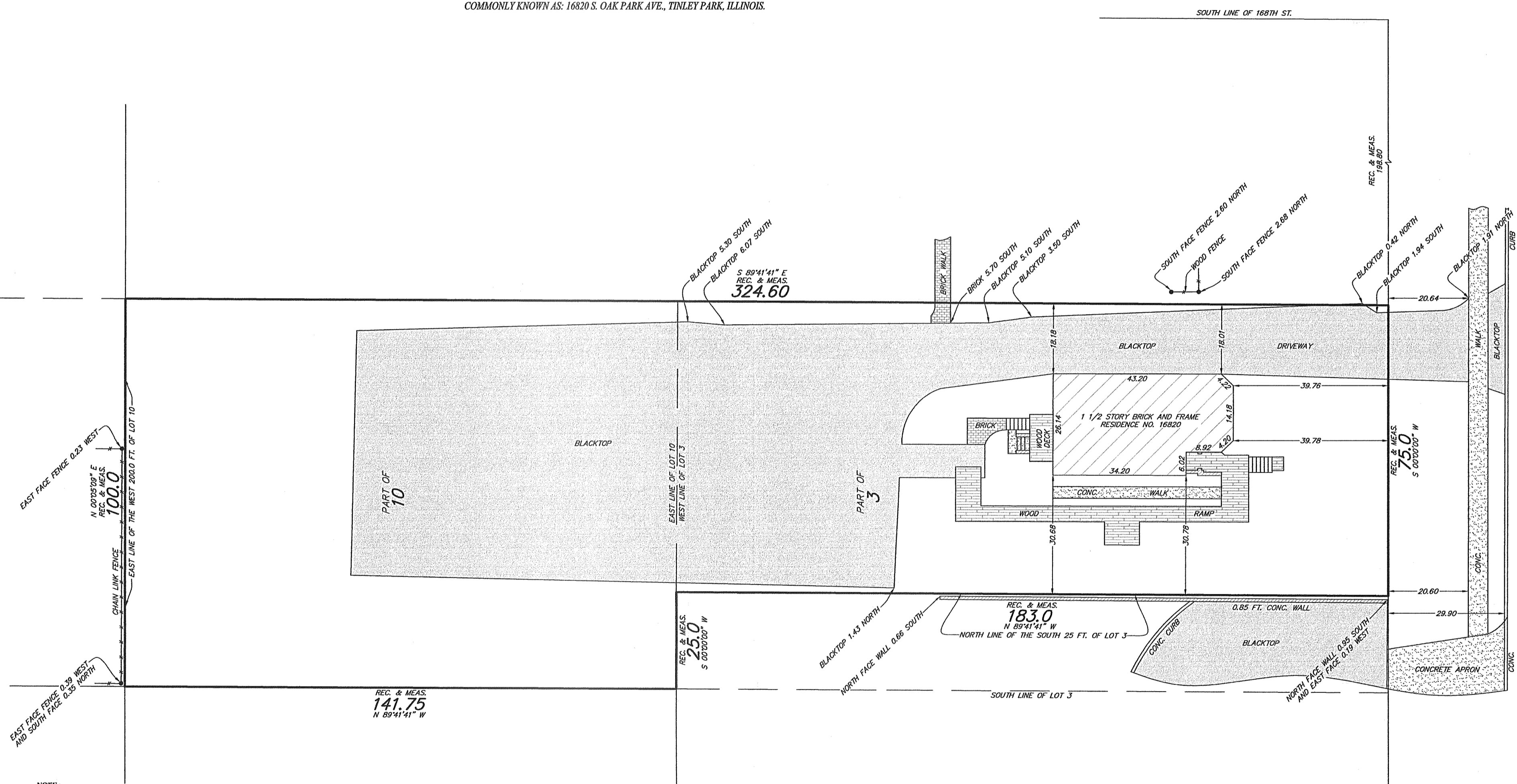
# Jens K. Doe

Professional Land Surveyors, P.C.

## PLAT OF SURVEY

PARCEL 3 :  
LOT 3 ( EXCEPT THE SOUTH 25 FEET THEREOF ) AND LOT 10 ( EXCEPT THE WEST 200 FEET THEREOF ), ALL IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES,  
BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ( EXCEPT THAT  
PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT NUMBER 377130 ) AS PER PLAT RECORDED APRIL 25, 1929, AS DOCUMENT NUMBER 10351098, IN COOK  
COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 16820 S. OAK PARK AVE., TINLEY PARK, ILLINOIS.



**NOTE :**  
The legal description noted on this plat is a copy of the land survey order placed by the client and for accuracy **MUST** be compared with the Deed. For building restrictions refer to your Abstract, Deed or Contract.

Compare distances between points before building and report any discrepancy to this office immediately.  
Dimensions shown hereon are not to be assumed or scaled.

Dimensions shown hereon are in feet and decimal parts thereof.  
Property corners have been established to complete the plat of survey shown hereon but have not been staked or flagged per the land survey order in which it was placed by the client.

Walks, Patios and other ground improvements not visible at the time of this survey may not be shown hereon due to excessive snow and ice.

Field work completion date : February 4, 2019.

ORDERED BY:  
MUCH SHELST, P.C.

**NOTE :**  
THE PROPERTY SHOWN HEREON REFLECTS MATTERS OF TITLE ( PARCEL 3 ) AS CONTAINED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. CH19001631, EFFECTIVE DATE : JANUARY 6, 2019.

State of Illinois )  
County of Cook )

JENS K. DOE PROFESSIONAL LAND SURVEYORS, P.C., does hereby certify that a survey has been made under its direction, by an Illinois Professional Land Surveyor of the property described hereon and that the plat hereon drawn is a correct representation of said survey.

Chicago, Illinois, Dated this 6th Day of February

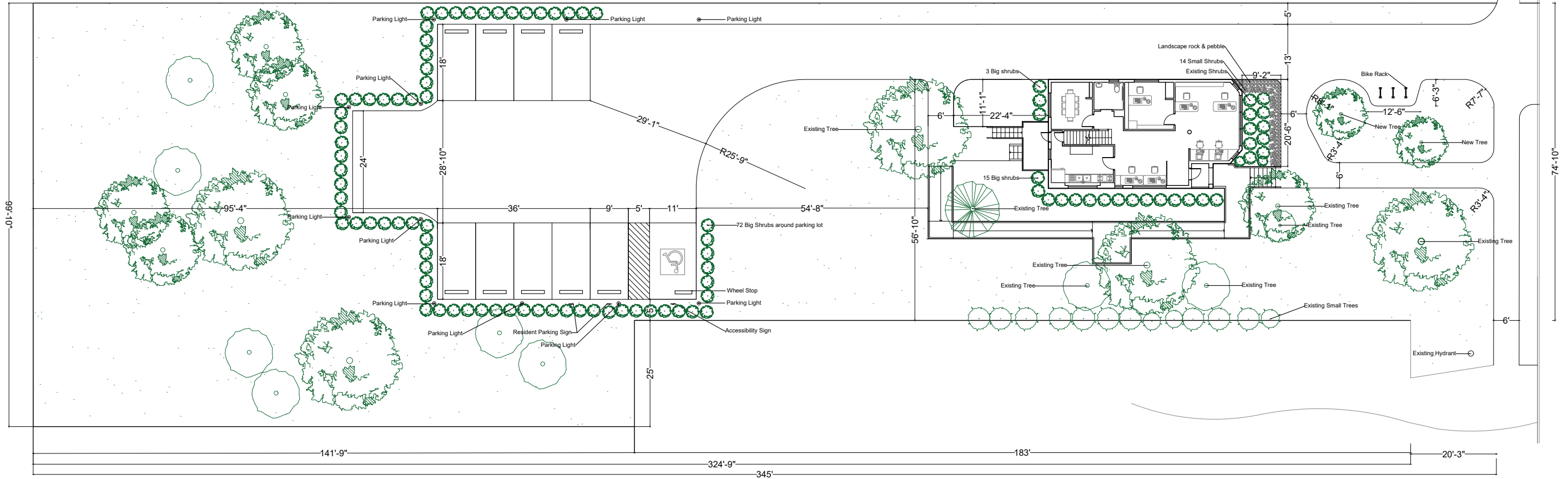
This professional service conforms to the current Illinois minimum standards for a boundary survey.

JENS K. DOE PROFESSIONAL LAND SURVEYORS, P.C.

Signature of Kevin Duffy  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3228  
HARWOOD HTS ILLINOIS  
LICENSE EXPIRATION : 11 - 30 - 20

S. OAK PARK AVE.

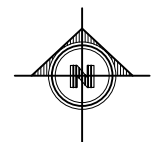
No tree will be added to the West and South-West part of the site  
No tree or shrub will be removed



Address:  
16820 Oak Park Avenue, Tinley Park, IL

Description: **Site Plan**

scale: 1/300  
Date: 11/05/2020

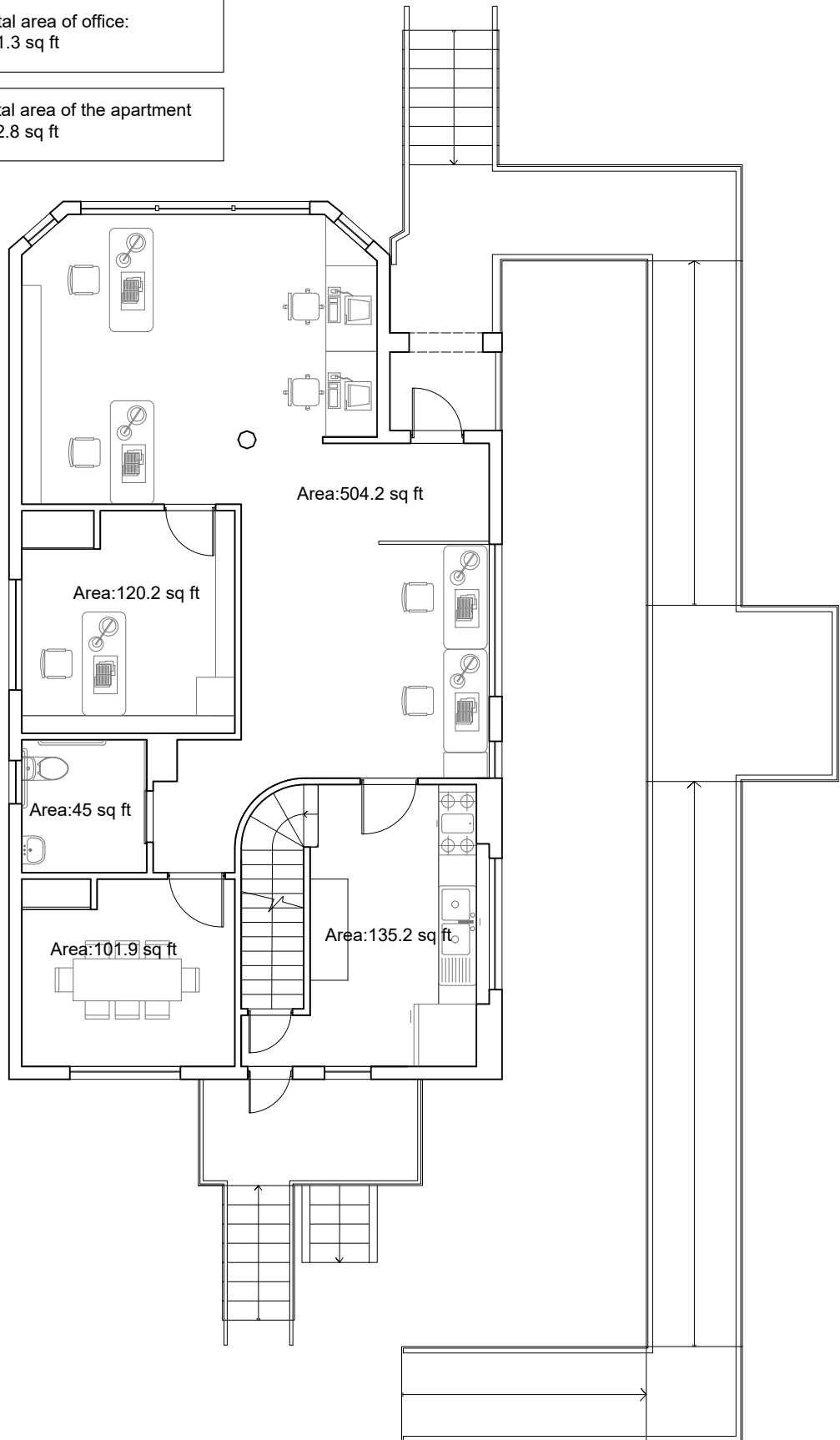


**A3**



Total area of office:  
771.3 sq ft

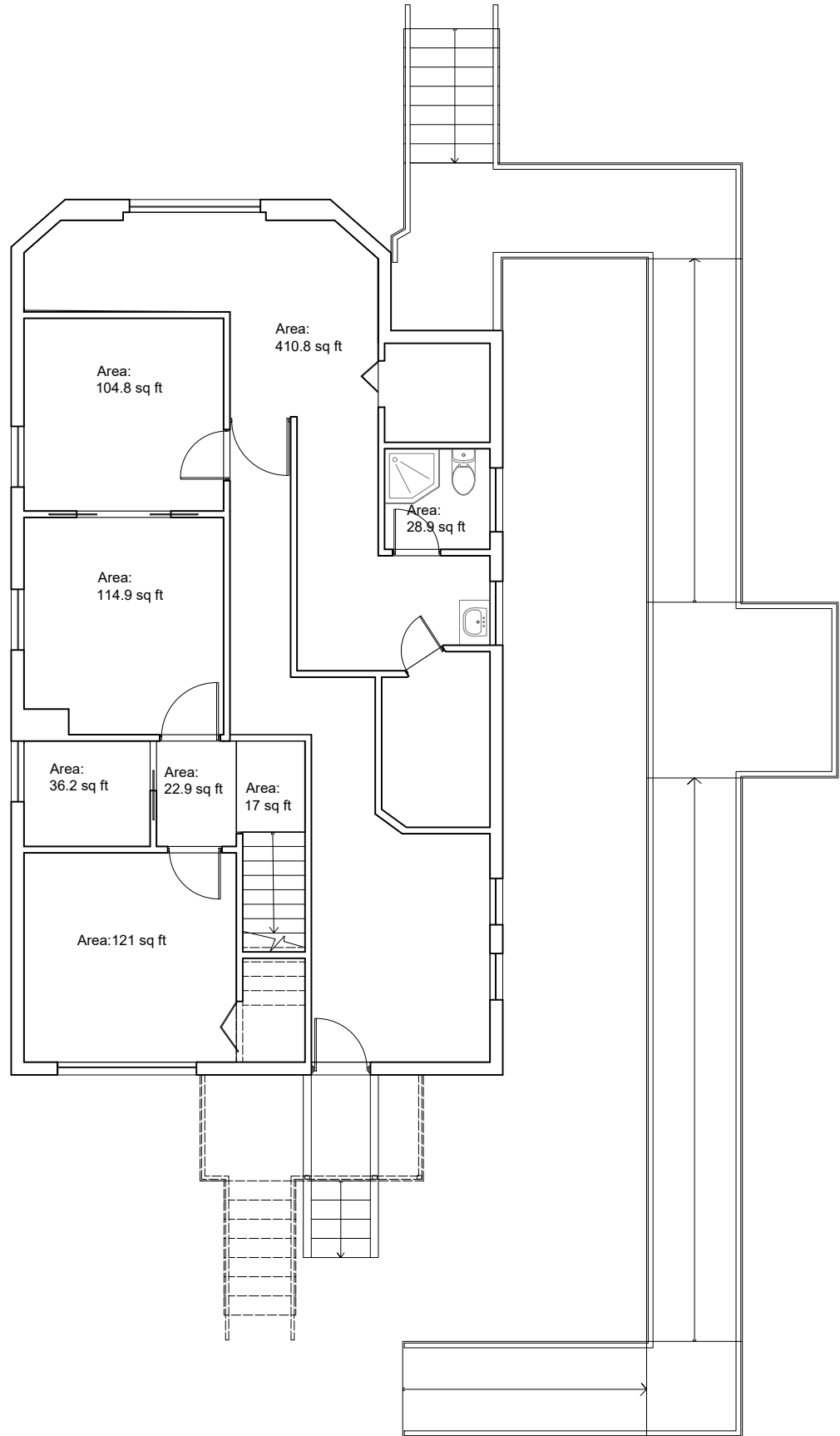
Total area of the apartment  
752.8 sq ft




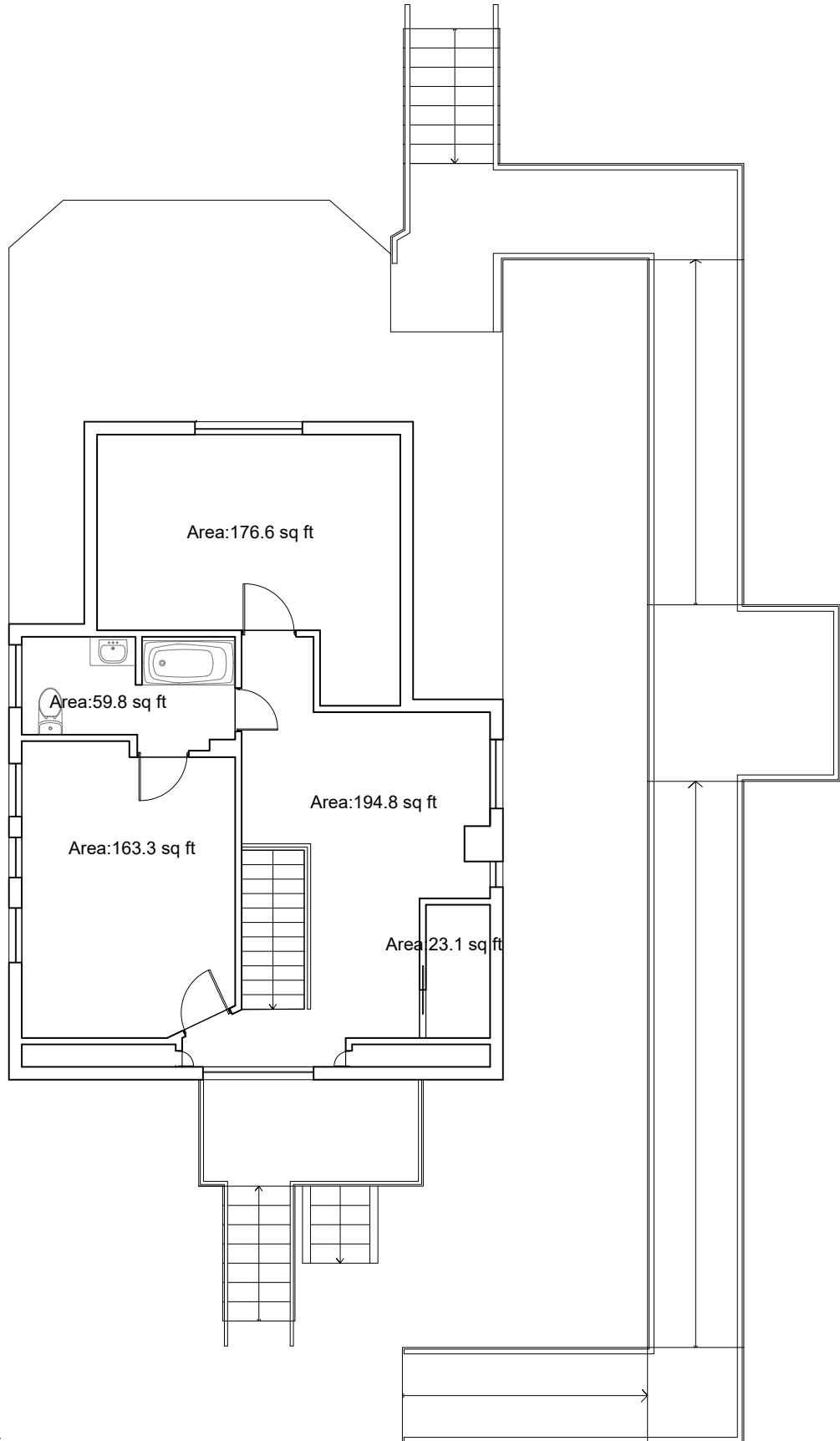
Ground Floor  
scale: 1/100



Area of the basement  
Apt Storage: 197.1 sq ft




 **Basement**  
scale:1/100



Total area of the apartment  
752.8 sq ft

Total area of second floor:  
617.6 sq ft

 **Second Floor**  
scale:1/100

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

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

**SUBJECT: MINUTES OF THE December 3, 2020 REGULAR MEETING**

**ITEM #5 Workshop/Public Hearing – MedPro Health Providers, LLC – 16820 Oak Park Avenue – Site Plan, Final Plat Approval, Special Use and Variations**

Consider recommending that the Village Board grant MedPro Health Providers, LLC (Contract Purchaser) a Special Use Permit to allow a mixed-use structure and Variations from the Zoning Code (Heritage Site maximum investment threshold, minimum dwelling size, covered residential parking) to allow for the redevelopment of the property located at 16820 Oak Park Avenue in the NG (Neighborhood General) zoning district. The request includes Site Plan and Final Plat approval to allow for redevelopment of a detached single-family residential dwelling to a mixed-use building. The first floor and basement will be occupied by the Petitioner's office-based business, and an apartment will be located on the second floor with a connected first floor kitchen.

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

Absent Plan Commissioners: Mary Aitchison

Village Officials and Staff: Kimberly Clarke, Community Development Director  
 Paula Wallrich, Planning Manager (Participated electronically)  
 Dan Ritter, Senior Planner  
 Barbara Bennett, Commission Secretary

Guests: Riz Villasenor, Petitioner (Participated electronically)

Dan Ritter, Senior Planner, presented the Staff Report. He 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 for comments from the Applicant.

Riz Villasenor introduced his company, MedPro Health Provider. They are a home health company based in Tinley Park. He thanked staff and the Commission. Currently they are leasing a third floor office space across from the old K-Mart on Harlem Avenue and his business has changed substantially. His business is considered front-liners with the Covid. They offer six disciplines and they are licensed with the State of Illinois. They do nursing, physical therapy, occupational therapy, home health aid and medical social work. We take care of the senior population in their homes. The office in this new building makes sense since we are a home health agency. Everything we do is done electronically, so the nurses and therapists don't go to the office. The majority of his staff due to Covid are working from home. We can have a fully remote operation for the healthcare workers. This location would only be him and a few administrative office staff. We are proud to know some of the history of the property and that this used to be the home of the first and only female mayor of Tinley Park, Ms. Rose Brown.

CHAIRMAN GRAY asked for comments from the commissioners.

COMMISSIONER GASKILL inquired about the second floor apartment with the kitchen on the first floor. Will this apartment be for rent? He cannot imagine a person having to go downstairs to go to the kitchen. This is just a way for them to reduce the property tax.

Mr. Ritter replied this is not the typical setup. It is being left at its current location mainly for cost savings, but does meet building code requirements. They would have to remove one of the bedrooms to add the kitchen on the second floor. Mr. Ritter noted they could live in it, rent it, or leave it vacant; that would be up to them. Without the decrease in property tax assessment, this conversion and redevelopment would not be being pursued.

CHAIRMAN GRAY inquired if there is an area in the kitchen for a table.

Mr. Ritter replied he is not sure if they have finalized the floor plan, but that there may be room in the kitchen.

Mr. Villasenor replied the area of the stairs and the kitchen would be enclosed. When the area is closed there would be room for a small table.

CHAIRMAN GRAY noted on the plan there is a room for the kitchen that is 135 sq. ft. and sees that they could potentially fit a table there.

COMMISSIONER WEST inquired if the main entrance to the building is by the stairs and the kitchen?

Mr. Ritter replied the main entrance is by the front of the building. There is also a back entrance that would go directly into the office space. People entering the office will not be going through the apartment kitchen, as it is not permitted by the building code.

CHAIRMAN GRAY noted the square footage for the apartment is less than the required square footage for a 2 bedroom. However, making it a one bedroom also would be deficient. There is some basement area that is not being counted. This is an innovative way to reuse a historic building that has been vacant. Someone with leg issues would not be running up the stairs. This would work for a bachelor or a single person. He also agrees with all the open items. He would like confirmation on the Plat of Consolidation. If this is approved tonight, will they need this Plat for the December 15<sup>th</sup> Board Meeting?

Mr. Ritter replied that he would need the Plat prior to the meeting and has been warned it will be continued if not received in time.

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER GATTO to open the public hearing for the MedPro Health Providers, LLC.

AYE: COMMISSIONERS GATTO, ENGEL, MANI, VICK, GASKILL, WEST, LOSCIUTO 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 being published in the local newspaper as required by state law.

Anyone wishing to speak will be sworn in after the staff presentation.

CHAIRMAN GRAY asked for comments from the Applicant.

No comment.

CHAIRMAN GRAY asked for comment from the public.

There was none.

CHAIRMAN GRAY asked for comment from the Commissioners.

There was none.

A Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER WEST to close the public hearing for the MedPro Health Providers, LLC.

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

Mr. Ritter presented the standards for Special Use, Variations, Legacy Code and Site Plan.

**Motion 1 - Site Plan**

A motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER GASKILL to grant the Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, Site Plan Approval for the property located at 16820 Oak Park Avenue in the NG, Neighborhood General, zoning district, in accordance with the plans submitted in the December 3, 2020 Staff Report and listed herein and subject to the following conditions:

1. Prior to any occupancy, the commercial space shall have all permitted building work complete to convert the space to a commercial use including a buildout, fire suppression, and fire alarm system permits.
2. A photometric study shall be completed to determine how to best light the site and building in compliance with Village standards. Site lighting shall be installed with the required parking lot work.
3. The following project deadlines shall be met:
  - a. Parking lot work, including replacement of all asphalt and required site lighting shall be completed by June 30, 2021.
  - b. Proposed landscaping shall be installed by June 30, 2021. The final landscape plan, including plant species and placement shall be approved by Village Staff prior to planting.
  - c. The commercial and residential apartment construction work/occupancies may be phased with Building Official approval of the building permit. All work for the conversion to a mixed-use building shall be completed by December 31, 2021.
4. A Final Plat of Subdivision consolidating the two lots and providing for cross-access to the north shall be submitted to the Village for review and approved by the Village Board.
5. Site Plan Approval is subject to approval of the Special Use Permit, Variations, and Final Plat by the Village Board.
6. Site Plan Approval is subject to final engineering plan review and approval by the Village Engineer.”

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

**Motion 2 - Special Use**

COMMISSIONER ENGEL, seconded by COMMISSIONER MANI made a motion to recommend that the Village Board grant the Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, a Special Use Permit to convert a Heritage Site from a detached single-family home to a mixed-use building at 16820 Oak Park Avenue in the NG (Neighborhood General) zoning district, in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed in the December 3, 2020 Staff Report, subject to the following conditions:

1. The commercial and residential apartment construction work/occupancies may be phased with Building Official approval of the building permit. All work for the conversion to a mixed-use building shall be completed by December 31, 2021.”

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

### **Motion 3 - Variations**

COMMISSIONER GASKILL, seconded by COMMISSIONER WEST made a motion to recommend that the Village Board grant the three Variations as listed in the December 3, 2020 Staff Report, to the Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, at the property located at 16820 Oak Park Avenue in the NG, Neighborhood General, zoning district, in accordance with the plans listed and adopt Findings of Fact as proposed in the December 3, 2020 Staff Report.

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

### **Motion 4 – Final Plat**

COMMISSIONER LOSCIUTO, seconded by COMMISSIONER GATTO made a motion to recommend that the Village Board grant approval to the Petitioner, Riz Villasenor, on behalf of MedPro Health Providers LLC, a Final Plat for consolidation of two lots public cross-access to be granted to the north along the driveway on the property at 16820 Oak Park Avenue, in accordance with the plans listed in the December 3, 2020 Staff Report, subject to the following conditions:

1. The Final Plat shall include consolidation of the two lots and cross-access to the property to the north along the existing driveway.
2. The Final Plat is subject to review and approval by Village Planning Staff, Village Attorney, and the Village Engineer.

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This item will go to the Village Board on Tuesday, December 15, 2020

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

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**ORDINANCE**  
**NO. 2020-O-082**

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**AN ORDINANCE GRANTING VARIATIONS AT CERTAIN PROPERTY LOCATED  
AT 16820 OAK PARK AVENUE**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-082****AN ORDINANCE GRANTING VARIATIONS AT CERTAIN PROPERTY LOCATED AT 16820 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**, a petition for granting certain variations (“Variations”) at 16820 Oak Park Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Riz Villasenor, on behalf of MedPro Health Providers, 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 Variations should be granted on December 3, 2020 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, the Plan Commission vote 8-0 and has filed its report and findings and recommendations that the proposed Variations be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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



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

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

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - *The Variations are being requested to allow the reuse of an existing building that is approximately 90 years in age and has cultural significance. The proposal will maintain the existing scale of the building. The structure is in good condition, proposed to be occupied by the owner, and the proposal brings the site into closer compliance with the Legacy Plan and redevelopment requirements. Redevelopment or reuse of the property is not economically and technically feasible without the requested Variations.*
2. The plight of the owner is due to unique circumstances.
  - *The Variations are being requested to allow the reuse of an existing building that is approximately 90 years in age and has cultural significance. The site is small and has little opportunity for full redevelopment. Additionally, the building is structurally sound, making reuse economically, technically, and environmentally beneficial.*
3. The Variation, if granted, will not alter the essential character of the locality.
  - *The Variations will maintain the existing building scale and design with a uniform appearance throughout the building. The building's residential character is similar to other properties in the immediate area.*

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

1. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
  - *The proposal aligns with the Legacy Plan principles of retaining and expanding residential uses to support the Downtown Core commercial. The reuse of the space for commercial and residential uses, helps to maximize space utilization and allow a well-maintained property to be reoccupied and repurposed after years of vacancy.*

2. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
  - *A mixed-use building works well with the existing developments along that block of Oak Park Avenue, which has a mix of uses existing and expected in the future. A mixed-use with a low-intensity commercial use fits in well with the planned residential uses in the area.*
3. Any improvement meets the architectural standards set forth in the Legacy Code.
  - *No exterior improvements to the building are proposed with the Special Use except for a rear staircase.*
4. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - *The reuse of a property that has been vacant for a number of years with an existing Tinley Park business, provides economic benefits to the Village compared to a vacant structure. The proposed residential apartment will help bring additional revenue and tax relief to the property and help support the business owner's success. The retention of the dwelling is consistent with the Legacy Plan's goal of increasing population density around the Downtown Core to support a strong economic center.*

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

**LEGAL DESCRIPTION:** LOT 3 (EXCEPT ALL THE SOUTH 25 FEET THEREOF) AND LOT 10 (EXCEPT THE WEST 200 FEET THEREOF) ALL IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT 377150), AS PER PLAT RECORDED APRIL, 25, 1929, AS DOCUMENT NUMBER 10351098, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 28-30-107-026-0000

**COMMONLY KNOWN AS:** 16820 Oak Park Avenue, Tinley Park, Illinois

**SECTION 4:** That the following Variations are hereby granted to the Petitioner at the above-mentioned property to convert the referenced Heritage Site property to a mixed-use building located in the NG (Neighborhood General) zoning district of the Legacy Code.

1. A Variation from Section XII.2.A.10.b. (Legacy Code - NG Heritage Site) of the Zoning Ordinance to allow the cost of site improvements to exceed the Heritage Site standard of 50% of the property's market value.
2. A Variation from Section V.C.2. (Usable Floor Area of Dwelling) of the Zoning Ordinance to permit a two-bedroom dwelling with approximately 752 sq. ft. of usable floor area, instead of the required min. of 1,000 sq. ft.

- 3. A Variation from Section XII.3.C.3.d (Legacy Code - Residential Parking) to permit residential parking that is open to the sky and not located within or below the building's envelope.

**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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-082, “AN ORDINANCE GRANTING VARIATIONS AT CERTAIN PROPERTY LOCATED AT 16820 OAK PARK AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

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

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**RESOLUTION**  
**NO. 2020-R-129**

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**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF  
SUBDIVISION AT 16820 OAK PARK AVENUE**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2020-R-129****A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION  
AT 16820 OAK PARK AVENUE**

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

**WHEREAS**, the Village of Tinley Park (“Village”) has considered the 2020 Holdings Plat of Subdivision (“Plat”) pertaining to certain real property located at 16820 Oak Park Avenue, Tinley Park, Illinois 60477 (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as Exhibit 1; and

**WHEREAS**, said Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance; and

**WHEREAS**, the Plan Commission voted 8-0 in favor to recommend that said Plat be approved; and

**WHEREAS**, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Plat be approved by 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 Plat; and

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

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

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as Exhibit 1, and all necessary Village Officials and

staff are hereby authorized to execute said 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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-R-129, “A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION AT 16820 OAK PARK AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK



Exhibit 1 – 2020 Holdings Plat of Subdivision



R.H. GRANATH SURVEYING SERVICE, P.C. 6006 W. 159th STREET OAK FOREST, IL. 60452 PH: (708) 371-4478 FAX (708) 371-3922

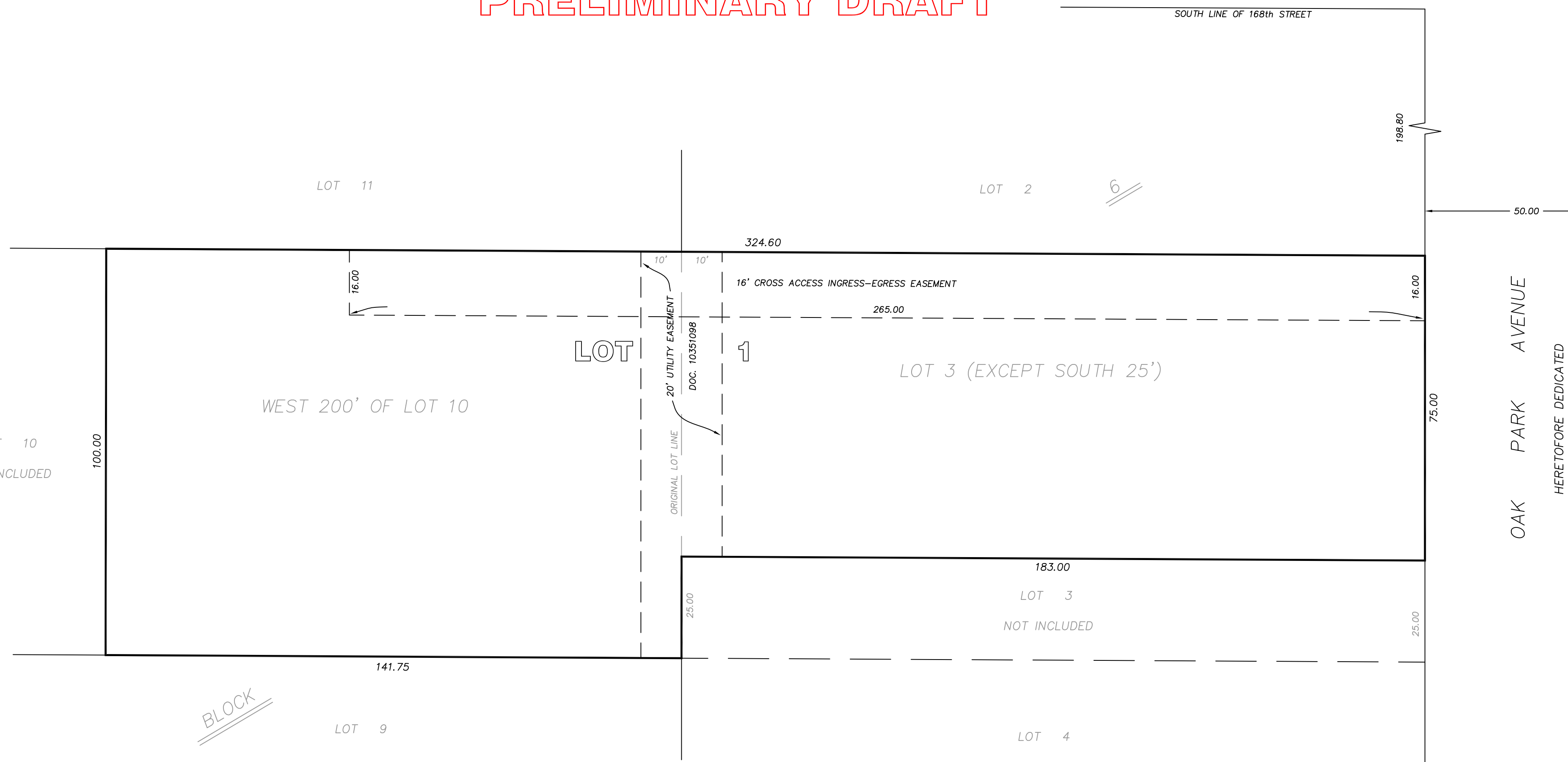
2020 HOLDINGS SUBDIVISION

of

LOT 3 (EXCEPT THE SOUTH 25 FEET THEREOF) AND LOT 10 (EXCEPT THE WEST 200 FEET THEREOF), ALL IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT NUMBER 377150) AS PER PLAT RECORDED APRIL 25, 1929, AS DOCUMENT NUMBER 10351098, IN COOK COUNTY, ILLINOIS.

CURRENT PIN 28-30-107-026-0000 (PART OF LOT 3) CURRENT PIN 28-30-107-017-0000 (PART OF LOT 10)

PRELIMINARY DRAFT



State of Illinois County of Cook } S.S. Approved by the Village Engineer of the Village of Tinley Park, Cook County, Illinois. Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Village Engineer

STATE OF ILLINOIS ) COUNTY OF COOK ) SS

APPROVED BY THE VILLAGE OF TINLEY PARK, ILLINOIS PLAN COMMISSION AT A MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

CHAIRMAN

STATE OF ILLINOIS ) COUNTY OF COOK ) SS

APPROVED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS AT A MEETING HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

VILLAGE PRESIDENT

VILLAGE CLERK

STATE OF ILLINOIS ) COUNTY OF COOK ) SS

I HEREBY CERTIFY THAT THERE ARE NOT DELINQUENT SPECIAL ASSESSMENTS OR UNPAID SPECIAL ASSESSMENTS DUE ON THE ABOVE DESCRIBED PROPERTY. DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

VILLAGE TREASURER

NOTE: LAND AREA OF ENTIRE SUBJECT PROPERTY IS 27,892± SQUARE FEET (0.6403± ACRES)

NOTE: THE BASIS OF BEARINGS SHOWN HEREON ARE ILLINOIS EAST ZONE NAD 83-12 BY GPS OBSERVATION.

NOTE: THE SUBJECT PROPERTY LIES WITHIN TINLEY ELEMENTARY SCHOOL DISTRICT #146, BREMEN COMMUNITY HIGH SCHOOL DISTRICT #28 AND SOUTH SUBURBAN COMMUNITY COLLEGE DISTRICT #510.



SURVEYOR'S CERTIFICATE:

STATE OF ILLINOIS ) COUNTY OF COOK ) SS

THIS IS TO CERTIFY THAT I, STEVEN R. GRANATH, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3169 DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 3 (EXCEPT THE SOUTH 25 FEET THEREOF) AND LOT 10 (EXCEPT THE WEST 200 FEET THEREOF), ALL IN BLOCK 6 IN ELMORE'S OAK PARK AVENUE ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF DRAINAGE DITCH CONVEYED BY DOCUMENT NUMBER 377150) AS PER PLAT RECORDED APRIL 25, 1929, AS DOCUMENT NUMBER 10351098, IN COOK COUNTY, ILLINOIS.

I DO FURTHER CERTIFY THAT THE PROPERTY FALLING WITHIN THE BOUNDARY OF THE SUBDIVISION AS SHOWN HEREON FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF TINLEY PARK, ILLINOIS AND IN FLOOD ZONE "X" (UNSHADED) AS PER COMMUNITY NUMBER 170169 PANEL NUMBER 17031C0708 J, EFFECTIVE DATE AUGUST 19, 2008.

THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON HAS BEEN SUBDIVIDED INTO ONE (1) LOT AND NO STREETS, ALL OF WHICH IS CORRECTLY REPRESENTED ON THE HEREON DRAWN PLAT. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, CORRECT TO 62 DEGREES FAHRENHEIT. ALL INTERIOR CORNERS SHALL BE SET UPON APPROVAL OF THIS PLAT. ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

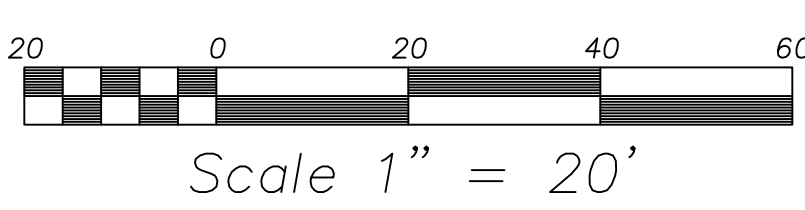
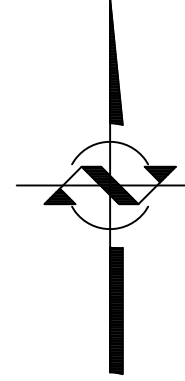
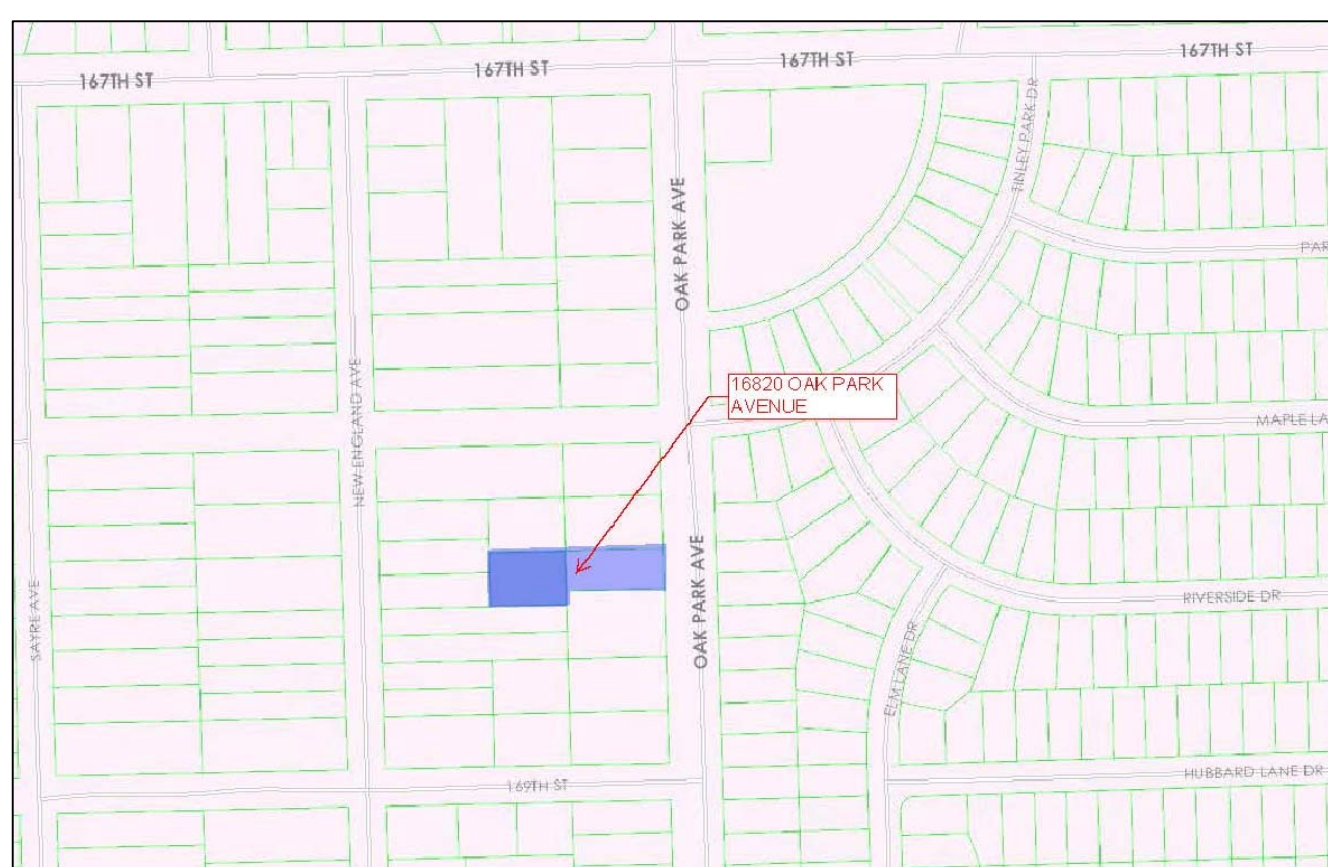
GIVEN UNDER MY HAND AND SEAL AT OAK FOREST, ILLINOIS.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

DRAFT ONLY

STEVEN R. GRANATH I.P.L.S. NO. 3169 (LICENSE EXPIRES NOVEMBER 30, 2022)

VICINITY MAP



Scale 1" = 20'

OWNERS DRAINAGE STATEMENT

STATE OF ILLINOIS ) COUNTY OF COOK ) SS

THE UNDERSIGNED HEREBY CERTIFIES THAT TO THE BEST OF OUR ABILITY AND BELIEF, THE SURFACE WATERS WILL NOT BE CHANGED BY THE THIS RESUBDIVISION OR THAT IF SUCH SURFACE WATER DRAINAGE IS 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 REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY OWNERS BECAUSE OF THIS RESUBDIVISION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

OWNER

OWNERS CERTIFICATE

STATE OF ILLINOIS ) COUNTY OF COOK ) SS

THIS IS TO CERTIFY THAT \_\_\_\_\_ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY RESERVES FOR THE SBC COMMUNICATIONS, NICOR, COMMONWEALTH EDISON COMPANY, AUTHORIZED CABLE FRANCHISE, AND THE VILLAGE OF TINLEY PARK, THE EASEMENT PROVISIONS WHICH ARE STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HEREON.

THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF TINLEY PARK ELEMENTARY SCHOOL DISTRICT #146, BREMEN TOWNSHIP HIGH SCHOOL DISTRICT #228 AND SOUTH SUBURBAN COMMUNITY COLLEGE DISTRICT #510.

DATED AT \_\_\_\_\_, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY CERTIFICATE

STATE OF ILLINOIS ) COUNTY OF \_\_\_\_\_ ) SS

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY PUBLIC

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, GRANTEE'S, 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 REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPPLINGS 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 GRANTEE'S 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 GRANTEE'S. 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 APPURTENANCE 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 GRANTEE'S AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

CABLE TELEVISION FRANCHISE

AN EASEMENT AS SHOWN ON THIS PLAT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, AND COMMUNICATIONS, IS HEREBY RESERVED FOR AND GRANTED TO THE CABLE TELEVISION FRANCHISEE OF THE VILLAGE OF TINLEY PARK, THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE FROM TIME TO TIME, POLES, WIRES, CABLES MANHOLES, TRANSFORMERS, PEDESTALS AND OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, SOUNDS AND SIGNALS, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE EASEMENT AS DELINEATED, INCLUDING STREETS, GRANTEE'S HAVE THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS 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 GRANTEE'S FACILITIES WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. 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. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE'S AT COST OF GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

NORTHERN ILLINOIS GAS (NICOR)

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS ("NI-GAS") TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE, FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT MARKED "EASEMENT", AND STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA, OR AREAS, AND THE SERVICE OTHER PROPERTY, ADJACENT OR OTHERWISE, AND THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NI-GAS' FACILITIES OR IN, UPON, OR OVER THE PROPERTY IDENTIFIED ON THE PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NI-GAS. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

VILLAGE OF TINLEY PARK

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF TINLEY PARK TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE FACILITIES USED IN CONNECTION WITH, BUT NOT LIMITED TO SEWER SERVICE AND THE AND DISTRIBUTION OF WATER IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT MARKED "EASEMENT", AS PUBLIC UTILITY EASEMENT, INCLUDING STREETS, WHETHER PUBLIC OR PRIVATE.

Table with 2 columns: Date (December 4, 2020), Drawn by (CAD/SRG), Project (16820 SOUTH OAK PARK AVENUE), Client (2020 HOLDINGS)

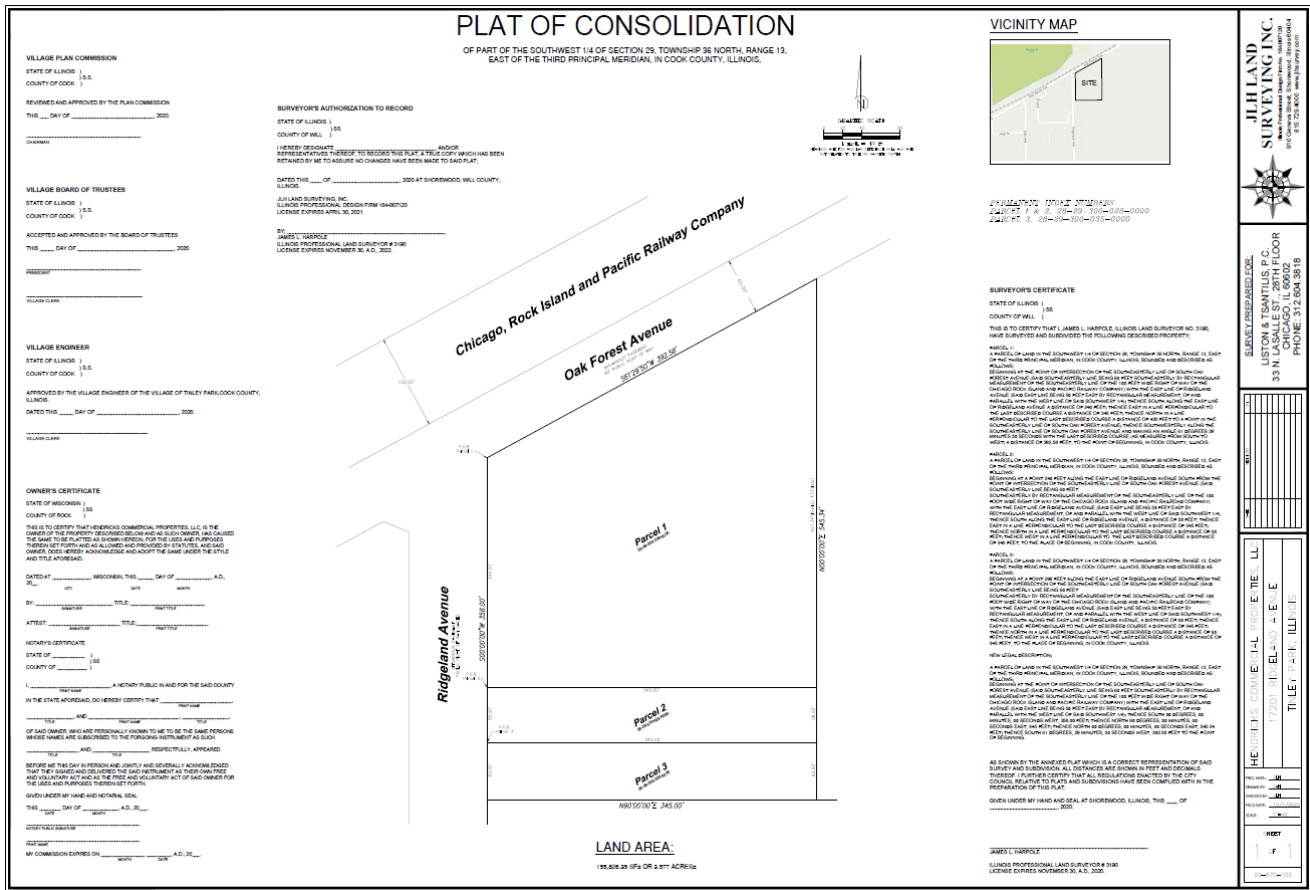




# Interoffice Memo

**Date:** December 15, 2020  
**To:** Village Board  
**From:** Paula J. Wallrich, AICP  
 Planning Manager  
**Subject:** ELFI Plat of Consolidation

The Village Board approved the Special Use Permit for ELFI (17201 Ridgeland) at the December 3, 2020 Board meeting. The approval of the Plat of Consolidation was inadvertently left off the agenda; it had received unanimous approval at the November 19, 2020 Plan Commission meeting. The plat provides for the consolidation of 3 parcels with two property index numbers (28-29-300-028-0000 & 28-29-300-035-0000). Approval of the Plat of Consolidation will complete the approvals for this project.



**JULIAND SURVEYING INC.**  
 890 Chicago Street, Shorewood, Illinois 60074  
 TEL: 847.584.4444 FAX: 847.584.4444

**SURVEY RESOURCES FOR:**  
 ILLINOIS TOWNSHIP & RANGE  
 17201 RIDGELAND AVENUE  
 TOWNSHIP 36 NORTH, RANGE 13 EAST  
 COOK COUNTY, ILLINOIS

**HEATSEALING**  
 17201 RIDGELAND AVENUE  
 TOWNSHIP 36 NORTH, RANGE 13 EAST  
 COOK COUNTY, ILLINOIS

**DATE:** 12/15/2020

**BY:** JAMES L. HARPOLE, SURVEYOR



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

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**RESOLUTION**  
**NO. 2020-R-130**

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**A RESOLUTION APPROVING PLAT OF CONSOLIDATION FOR PROPERTY  
LOCATED AT 17201 RIDGELAND AVENUE**

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

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

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

**RESOLUTION NO. 2020-R-130**

**A RESOLUTION APPROVING THE PLAT OF CONSOLIDATION FOR PROPERTY  
LOCATED AT 17201 RIDGELAND AVENUE**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois have considered the Plat of Consolidation for the property located at 17201 Ridgeland Avenue (the “Plat”), a true and correct copy of which is 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 Plat be approved and accepted; and

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

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

SECTION 2: The Plat of Consolidation set forth herein below shall be applicable to the following described property:

**LEGAL DESCRIPTION:**

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS;  
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FEET WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 358.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 345 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 545.34 FEET; THENCE SOUTH 61 DEGREES, 29 MINUTES, 50 SECONDS WEST, 392.58 FEET TO THE POINT OF BEGINNING.

**PARCEL IDENTIFICATION NUMBER:** Parcels 1 &2 (28-29-300-028-0000) and Parcel 3 (28-29-300-035-0000)

**COMMONLY KNOWN AS:** 17201 Ridgeland Avenue, Tinley Park, Illinois

SECTION 3: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the Plat attached hereto and all necessary Village officials are hereby authorized to execute the Plat prior to final recording subject to final review and revision by the Village Attorney and Village Staff.

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

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

PASSED THIS 15<sup>th</sup> day of December 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

EXHIBIT 1  
PLAT OF CONSOLIDATION

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-130, “A RESOLUTION APPROVING PLAT OF CONSOLIDATION FOR PROPERTY LOCATED AT 174201 RIDGELAND AVENUE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

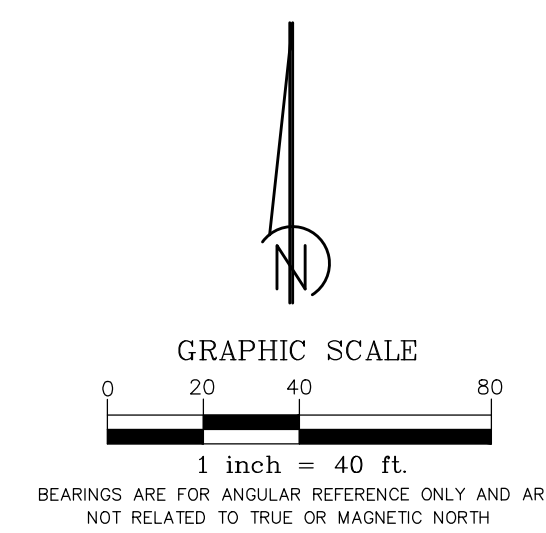
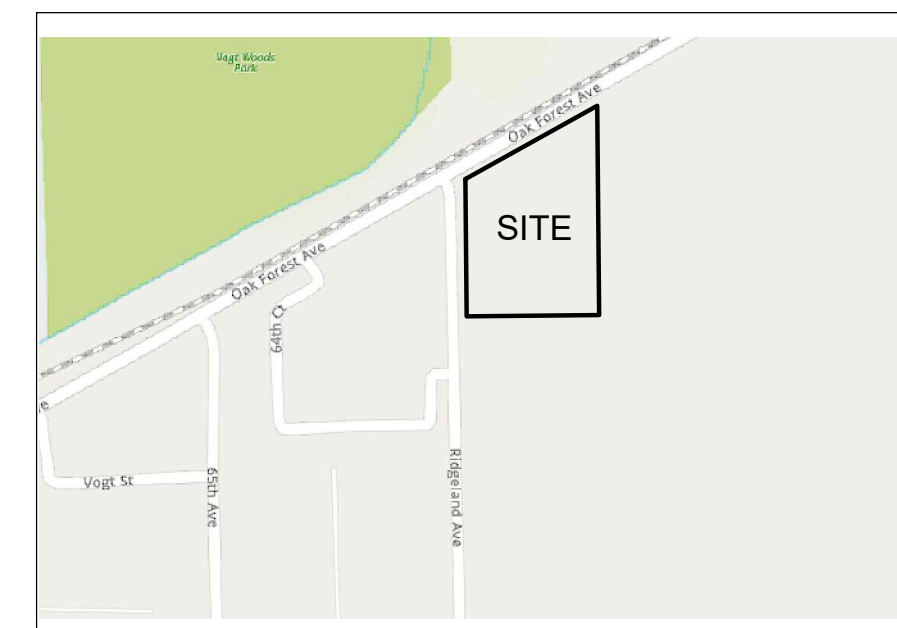
KRISTIN A. THIRION, VILLAGE CLERK



# PLAT OF CONSOLIDATION

OF PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

## VICINITY MAP



PERMANENT INDEX NUMBERS:  
PARCEL 1 & 2, 28-29-300-028-0000  
PARCEL 3, 28-29-300-035-0000

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF WILL )

THIS IS TO CERTIFY THAT I, JAMES L. HARPOLE, ILLINOIS LAND SURVEYOR NO. 3190, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY;

PARCEL 1:  
A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FEET WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 240 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 433 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE AND MAKING AN ANGLE 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST) A DISTANCE OF 392.58 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:  
A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT 240 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 59 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 58 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:  
A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT 298 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 60 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### NEW LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FEET WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 358.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 345 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, 545.34 FEET; THENCE SOUTH 61 DEGREES, 29 MINUTES, 50 SECONDS WEST, 392.58 FEET TO THE POINT OF BEGINNING.

AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE CITY COUNCIL RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT SHOREWOOD, ILLINOIS, THIS \_\_\_\_ OF \_\_\_\_\_, 2020.

JAMES L. HARPOLE

ILLINOIS PROFESSIONAL LAND SURVEYOR # 3190  
LICENSE EXPIRES NOVEMBER 30, A.D., 2020.

### SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF WILL )

I HEREBY DESIGNATE \_\_\_\_\_ AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT;

DATED THIS \_\_\_\_ OF \_\_\_\_\_, 2020 AT SHOREWOOD, WILL COUNTY, ILLINOIS.

JLH LAND SURVEYING, INC.  
ILLINOIS PROFESSIONAL DESIGN FIRM 184-007120  
LICENSE EXPIRES APRIL 30, 2021

BY: \_\_\_\_\_  
JAMES L. HARPOLE  
ILLINOIS PROFESSIONAL LAND SURVEYOR # 3190  
LICENSE EXPIRES NOVEMBER 30, A.D., 2022.

### VILLAGE PLAN COMMISSION

STATE OF ILLINOIS )  
                                  ) S.S.  
COUNTY OF COOK )

REVIEWED AND APPROVED BY THE PLAN COMMISSION

THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

CHAIRMAN

### VILLAGE BOARD OF TRUSTEES

STATE OF ILLINOIS )  
                                  ) S.S.  
COUNTY OF COOK )

ACCEPTED AND APPROVED BY THE BOARD OF TRUSTEES

THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

PRESIDENT

VILLAGE CLERK

### VILLAGE ENGINEER

STATE OF ILLINOIS )  
                                  ) S.S.  
COUNTY OF COOK )

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

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 2020.

VILLAGE CLERK

### OWNER'S CERTIFICATE

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF ROCK )

THIS IS TO CERTIFY THAT HENDRICKS COMMERCIAL PROPERTIES, LLC, IS THE OWNER OF THE PROPERTY DESCRIBED BELOW AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_, WISCONSIN, THIS \_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_, CITY DATE MONTH

BY: \_\_\_\_\_ SIGNATURE TITLE: \_\_\_\_\_ PRINT TITLE

ATTEST: \_\_\_\_\_ SIGNATURE TITLE: \_\_\_\_\_ PRINT TITLE

### NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_ )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ PRINT NAME, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY

IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ PRINT NAME

\_\_\_\_\_, AND \_\_\_\_\_ PRINT NAME TITLE: \_\_\_\_\_ PRINT TITLE

OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH

\_\_\_\_\_ AND \_\_\_\_\_ TITLE TITLE RESPECTFULLY, APPEARED

BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_, DATE MONTH

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES ON \_\_\_\_\_, A.D., 20\_\_\_, MONTH DATE

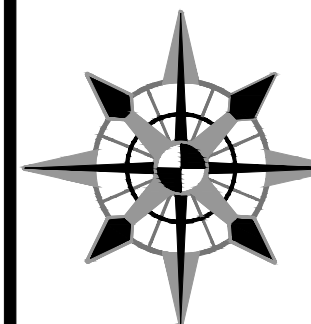
Chicago, Rock Island and Pacific Railway Company  
Oak Forest Avenue  
BITUMINOUS PAVEMENT  
60' PUBLIC RIGHT OF WAY  
S61°29'50"W 392.58'



LAND AREA:

155,826.39 SF± OR 3.577 ACRES±

JLH LAND SURVEYING INC.  
Illinois Professional Design Firm No. 184.007120  
910 Geneva Street, Shorewood, Illinois 60404  
815.729.4000 www.jlhsurvey.com



SURVEY PREPARED FOR:  
LISTON & TSANTILIS, P.C.  
33 N. LASALLE ST., 28TH FLOOR  
CHICAGO, IL 60602  
PHONE: 312.604.3818

DATE	BY	REVISIONS

HENDRICKS COMMERCIAL PROPERTIES, LLC  
17201 RIDGELAND AVENUE  
TINLEY PARK, ILLINOIS

PROJ. MGR.: JLH  
DRAWN BY: JAH  
CHECKED BY: JLH  
FIELD DATE: 12/1/2020  
SCALE: 1"=40'

SHEET 1 OF 1

20-670-105



# PLAN COMMISSION STAFF REPORT

December 3, 2020 – Workshop/Public Hearing

## Zoning Code Text Amendment – Emergency Temporary Use and Medical Offices in MU-1 (COVID-19)

### Petitioner

Village Tinley Park

### Municipal Code

Zoning Code

### Approvals Sought

Text Amendment

### Project Planner

Daniel Ritter, AICP  
Senior Planner



## BACKGROUND

The following proposal includes two separate but related text amendments. Each text amendment addresses an issue in the Zoning Ordinance that has become apparent due to requests for COVID-19 testing locations within the Village. The proposed changes allow for greater flexibility now and in the future beyond the scope of the current pandemic.

Temporary Uses: The Village allows for specific short-term temporary uses under Section V.C.11. of the Zoning Ordinance. These temporary uses cover such operations as offices for the sale/rental of homes, construction material storage, holiday tree sales, seasonal vegetation sales, carnivals, and a warehouse/distribution use recently added in May 2020. Consideration of any other kind of temporary use requires a text amendment to the Zoning Ordinance. As the COVID-19 pandemic has progressed, the Village has remained flexible in allowing existing uses to expand outside their principal structure. However, the code has very little flexibility for businesses that don't have a permanent location on the property. The most relevant use that this applies to is a temporary "pop-up" drive-thru COVID-19 testing facility. Additionally, there may be other short-term uses in the future that require some additional flexibility beyond the use allowances of a particular zoning district. The proposed text amendment facilitates Village Board approval of temporary uses related to disasters or emergencies. The time frame for each approval is assessed with their proposal but will not exceed one year per approval.

Medical Office in MU-1: As inquiries have been received for COVID-19 testing sites, a site in the MU-1 (Mixed Use Duval Drive Overlay) zoning district was identified as a preferred testing location. Upon staff's analysis, multiple sites in the MU-1 overlay district appear to be reasonable locations for medical office and testing uses beyond just a short-term or "temporary" period. The proposed use fits in with the unique mix of uses existing in the area and with the overall intent of the overlay district to help redevelop the area. However, not every site, building, or location in the district may be appropriate for a medical office that is visited by the public; thus, a review of each proposal is warranted to protect the public welfare and neighboring property values. To accommodate potential medical office uses (including but not limited to permanent COVID-19 testing), staff proposes a text amendment that lists medical offices as a Special Use, instead of prohibited, as it is now.



## DISCUSSION

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### Temporary Uses:

The Zoning Ordinance currently only provides temporary use relief for certain listed uses. The COVID-19 pandemic has created unique circumstances for the world and within our community. The most recent example was a request to allow for temporary warehouse/distribution facilities where such use wouldn't normally be permitted at Pete's Fresh Market property (former K-mart). Multiple inquiries have also been received about possible drive-thru testing facilities in the Village. However, many of these uses have timing concerns. So, to avoid the lengthy text amendment public hearing process, staff is recommending that a more flexibly defined use be added to the list of temporary uses. While the immediate thought is to be able to allow temporary or "pop-up" COVID-19 testing facilities with the new temporary use, it will also allow flexibility for other uses in the future that may not yet be known. The more flexible definition avoids the need for each use that arises to go through a separate text amendment.

After review of a Temporary Use Permit by the Community Development Department, the permit is then sent to the Village Board for review and approval. The Village Board may require that certain conditions relating to the public health, safety, or general welfare be complied with before the issuance of a Temporary Use Permit. The Village Board, with the recommendation from Community Development staff, reviews and approves each Temporary Use Permit. The allowance of a temporary use is a privilege, not a right, and all aspects of a temporary use proposal can be reviewed. Certain limits and conditions can be set including, limits on the operational time frame, location, site plan layout, hours of operation, security, and any other aspects related to the operation of the proposed temporary use. For example, a drive-thru medical testing facility may be required to have a reservation-only policy due to concerns about traffic or vehicle stacking. If the temporary use is deemed incompatible or unnecessary (other locations permitted/available or is not an emergency) by the Village Board, the request can also be denied. The temporary use duration is set by the Village Board as part of the approval and can be extended multiple times. However, each approval may not exceed one year from the date of approval. The time limitations ensure the use is truly temporary in-nature and that any extensions have an updated review of the overall use and proposal.

### Medical Office Uses in MU-1

Text amendments are necessary to keep the Zoning Ordinance current with new uses, implement new policies, and ensure that the Zoning Ordinance furthers its purpose of promoting the health, safety, and general welfare of the public. While changes may be instigated by a specific inquiry, the Village must be cautious not to amend the code for a single circumstance when analyzing a text amendment. Doing this often leads to disproportionate regulation and potential conflicts in other areas of the code.

While the temporary use allowances addressed above allow for a COVID-19 testing use to operate for a short and defined period, they will eventually need to close. However, after discussion and reviewing the intent of the overall MU-1 district, it was apparent that multiple sites might be appropriate for permeant medical office uses, including, but not limited to, the former Air Team Emissions Testing (7460 Duvan Dr.), former Tinley Fitness Center (17500 Duvan Dr.), and former Mr. G's Furniture (7220 Duvan Dr.).

Medical offices, like other uses that invite the general public to visit the site, are not preferred in manufacturing, industrial, and corporate office zoning districts. These districts might have higher truck volume, limited wayfinding signage, and fewer pedestrian amenities. However, the MU-1 district is a unique area that is an older industrial/office park that has suffered from vacancy and disinvestment. The intent of the MU-1 overlay district is to encourage more commercial and automotive-type uses to be permitted to assist the area in redeveloping. While some light industrial uses continue to exist in this mixed-use district, the general public currently visits the area for some of the current land uses, including automotive repair, recycling services, car wash, truck rentals, sports training, and a restaurant.

While medical uses might be considered compatible on certain properties in the MU-1 zoning district, Staff recommends each proposed medical use receive careful review to ensure it will operated without negative impact on adjacent properties.. All Special Uses must meet the standards in Sec. X.J. (Administration - Special Uses) of the Zoning Ordinance. As part of a Special Use Permit review, each proposal is reviewed for such issues as: site access, pedestrian connectivity, parking allowances, accessibility, dangerous or unsightly conditions, and the effects on existing neighboring uses/ conditions. The required review by Village staff, Plan Commission, and the Village Board ensures that the proposal will fit into the area and any potential negative effects on the public or on neighboring properties are thoroughly considered.

MU-1 Zoning District



**STAFF PROPOSAL**

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Staff proposes the following text amendments (additions in **bold**, zoning text in *italics*):

Temporary Use

(Section V.C.)

11. *Temporary Uses: Upon application to the Community Development Department recommendations by the Zoning Administrator and issuance of a permit in accordance with Section X.L. (Temporary Use Permits), the following uses may be operated as temporary uses:*

- I. Uses resulting from a local, state, or federal disaster or emergency situation. Such emergency situations may or may not be formally declared. The use may be a public, non-profit, or for-profit use that is deemed beneficial to the general public. The approved term of use is at the Village Board's discretion and may be renewed for consecutive terms, but may not extend beyond one year..***

Medical Offices in MU-1

SECTION V.B. SCHEDULE I- SCHEDULE OF PERMITTED USE (BY USE TYPE)

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
<b>HEALTH SERVICES</b>															
<i>Business and professional offices, including medical</i>	x	x	x	x	x	S	S	P	P	P	P	X	X	X	<del>X</del> S

## RECOMMENDED MOTIONS

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### Motion 1 – Temporary Uses

“...make a motion to recommend that the Village Board approve the proposed Text Amendment to Section V.C.11. (Temporary Uses) of the Village of Tinley Park Zoning Ordinance, as indicated in the Staff Report dated December 3, 2020. The proposed Text Amendment will provide for emergency or disaster-related temporary uses in the Village with conditions.”

### Motion 2 – Medical Office in MU-1

“...make a motion to recommend that the Village Board approve the proposed Text Amendment to Section V.B. Schedule I (Schedule of Permitted Uses) of the Village of Tinley Park Zoning Ordinance as indicated in the Staff Report dated December 3, 2020. The proposed Text Amendment amends portions of Section V.B. Schedule I to allow “Business and professional offices, including medical” as a Special Use in the MU-1 (Mixed Use Duvan Drive Overlay) Zoning District.

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

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**ORDINANCE**  
**NO. 2020-O-083**

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**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE TINLEY PARK  
ZONING ORDINANCE TO PERMIT MEDICAL OFFICES AS A SPECIAL USE IN  
THE MU-1 OVERLAY ZONING DISTRICT**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-083****AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE TINLEY PARK ZONING ORDINANCE TO PERMIT MEDICAL OFFICES AS A SPECIAL USE IN THE MU-1 OVERLAY ZONING DISTRICT**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park (“Village”) desires to amend (“Amendments”) Section V.B.Schedule I (Schedule of Permitted Uses) of the Tinley Park Zoning Ordinance pertaining to allowable temporary uses; and

**WHEREAS**, certain amendments to the Tinley Park Zoning Ordinance have been proposed and processed in accordance with the provisions of the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Amendments should be adopted on December 3, 2020 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, the Plan Commission vote 8-0 and has filed its report and findings and recommendations that the proposed Amendments be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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



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

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

**SECTION 2:** That Section V.B. Schedule I (Schedule of Permitted Uses - By Use Type) is hereby amended by changing the use allowance for “Business and professional offices, including medical” in the MU-1 district from being prohibited (indicated as a blank space) and allowing it as a Special Use (shown as “S”) as follow:

	R-1	R-2	R-3	R-4	R-5	R-6	R-7	B-1	B-2	B-3	B-4	B-5	OR I	M-1	MU-1
<b>HEALTH SERVICES</b>															
<i>Business and professional offices, including medical</i>						S	S	P	P	P	P	X	X	X	<b>S</b>

**SECTION 3:** That Section V.B. Schedule I (Schedule of Permitted Uses - By District) is hereby amended by adding certain terms (in bold) under the heading “MU-1 Mixed-Use Duvan Drive Overlay District” in alphabetical order to read as follows: **Business and professional offices, including medical - S**.

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

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 6:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-083, “AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE TINLEY PARK ZONING ORDINANCE TO PERMIT MEDICAL OFFICES AS A SPECIAL USE IN THE MU-1 OVERLAY ZONING DISTRICT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15<sup>th</sup> day of December, 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 December 3, 2020 REGULAR MEETING**

**ITEM #3 Workshop/Public Hearing – Text Amendment – Temporary and 7460 Duvan Drive Medical Office Use MU-1 District**

Consider a proposed text amendment to the Tinley Park Zoning Ordinance amending Section V.B. Schedule I (Schedule of Permitted Uses-By Use Type) allowing “Business and professional offices, including medical” as a Special Use in the MU-1 (Duvan Drive Mixed Use Overlay) and amending Section V.C.11 (Temporary Uses) to permit temporary use approvals related to local, state, and federal emergency or public health declarations. The proposed text amendments would allow for medical offices (including COVID-19 testing) in the MU-1 zoning district as a Special Use and would also amend the Temporary Use section to give the Village Board greater flexibility to permit COVID-19 testing or other temporary uses that may be necessary in an emergency situation.

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

Absent Plan Commissioners: Mary Aitchison

Village Officials and Staff: Kimberly Clarke, Community Development Director  
Paula Wallrich, Planning Manager (Participated electronically)  
Dan Ritter, Senior Planner  
Barbara Bennett, Commission Secretary

Guests: Amer Sweiss, Petitioner (Participated electronically)

Dan Ritter, Senior Planner, presented the Staff Report. He 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. It was noted that staff received inquiries of the request from two businesses, Two Men and a Truck and Tinley Auto. Both were satisfied after learning about the appointment-only and traffic measures put in place with the request. Neither wanted to make a formal public comment on the request.

CHAIRMAN GRAY asked for comments from the commissioners.

CHAIRMAN GRAY noted he worked on Duvan Drive for 30 years and it is a unique zoning district. There are several different types of businesses, some with truck traffic. The street is narrower than necessary for these big trucks. Many times, the trucks have to navigate backwards to get into a loading dock and they are basically restricting access on Duvan Drive as they are making their three-point turns. Depending on what part of the day there are trucks parked on Duvan Drive to wait to unload. Even though it does seem like a patchwork quilt, he thinks that staff should be careful not to use the MU-1 district as an “aisle of misfit toys” for uses that don’t fit anywhere else then just throw it in Duvan. The fit has to be right here as well. Some of the businesses have high visibility near Harlem, but as you get into Duvan Drive there is a lot of truck traffic. This is something he has witnessed first-hand. He wants to make staff and the commissioners aware that there is a lot of truck traffic.

He had an email from Paul Brown of Two Men and a Truck. He states that Duvan Drive has so much heavy truck traffic that it can be a serious issue with the amount of traffic that is backed up on the street. A Covid testing Center would not be an issue with normal traffic, but Duvan Drive has a lot of existing heavy truck traffic. He mentions that Two Men and a Truck has 15 trucks, Aries has a heavy fleet and tow trucks are always trying to maneuver out of body shops and semi-trucks are constantly parked on either side of the street during the day waiting to load or unload.

CHAIRMAN GRAY notes that he concurs with Paul Brown's synopsis of the situation on Duvan Drive. In regards to the former emissions center, when it would get close to the deadline the facility would have a line of traffic parked on Duvan Drive waiting to get in. This is in addition to all the other traffic previously mentioned. To staff in order to add a new business to this area it must be the right fit. There are no pedestrian walkways in this area, you have to walk on the street or on the grass.

CHAIRMAN GRAY asked for a motion to open the public hearing.

A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER WEST to open the public hearing for Text Amendments.

AYE: COMMISSIONERS GATTO, ENGEL, MANI, VICK, GASKILL, WEST, LOSCIUTO 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 being published in the local newspaper as required by state law.

Anyone who would like to speak on this matter will be sworn in after the staff presentation.

Mr. Ritter noted there will be two motions. He understands that the fit needs to be right in order to be put in this area. The comments about pedestrian walkways are valid. It would be nice to have sidewalks. Sidewalks are limited in all of the industrial parks and it does not make sense because these areas need walkability too. It would be a nice use of TIF funds to put sidewalks in at least on one side of Duvan Drive.

CHAIRMAN GRAY asked for comments from the Commissioners.

There were none.

CHAIRMAN GRAY asked for comments from the Applicant and swore him in.

Mr. Amer Sweis, Petitioner for Covid Testing Center noted he wanted to thank the staff and the speed of the project pushing this forward quickly. A key component to this is that they are only accepting appointment with no walk-in traffic. The is a key component to avoid any traffic. When people come to the site, they are pre-registered, they drive into the testing center, and stay in their cars. The majority of the work is done when appointments are pre-scheduled. When they come in it is a quick check-in to confirm their identification and then the test. It is a quick 2 to 3-minute process per patient. We are conscious to not overschedule people and will not have a jam and employees aren't rush or directing traffic. We want to make this flawless with no traffic jam. It is important to the success of the center.

Mr. Ritter noted to Mr. Sweis that some of the comments make sense to the larger aspects of the proposed text amendments, but the site-specific comments might be more useful in the next public hearing for their Special Use.

A Motion was made by COMMISSIONER MANI, seconded by COMMISSIONER WEST to close the public hearing for Text Amendments.

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

Motion 1 – Temporary Uses

COMMISSIONER WEST, seconded by COMMISSIONER ENGEL made a motion to recommend that the Village Board approve the proposed Text Amendment to Section V.C.11. (Temporary Uses) of the Village of Tinley Park Zoning Ordinance, as indicated in the Staff Report dated December 3, 2020. The proposed Text Amendment will provide for emergency or disaster-related temporary uses in the Village with conditions.”

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

Motion 2 – Medical Office in MU-1

COMMISSIONER LOSCIUTO, seconded by COMMISSIONER MANI made a motion to recommend that the Village Board approve the proposed Text Amendment to Section V.B. Schedule I (Schedule of Permitted Uses) of the Village of Tinley Park Zoning Ordinance as indicated in the Staff Report dated December 3, 2020. The proposed Text Amendment amends portions of Section V.B. Schedule I to allow “Business and professional offices, including medical” as a Special Use in the MU-1 (Mixed Use Duvan Drive Overlay) Zoning District.”

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This item will go to the Village Board on Tuesday, December 15, 2020

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

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**ORDINANCE**  
**NO.2020-O-084**

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**AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE TINLEY PARK  
ZONING ORDINANCE FOR EMERGENCY AND DISASTER-RELATED  
TEMPORARY USES**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-084****AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE TINLEY PARK  
ZONING ORDINANCE FOR EMERGENCY AND DISASTER-RELATED  
TEMPORARY USES**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park (“Village”) desires to amend (“Amendments”) Section V.C.11 (Temporary Uses) of the Tinley Park Zoning Ordinance pertaining to allowable temporary uses; and

**WHEREAS**, certain amendments to the Tinley Park Zoning Ordinance have been proposed and processed in accordance with the provisions of the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Amendments should be adopted on December 3, 2020 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, the Plan Commission vote 8-0 and has filed its report and findings and recommendations that the proposed Amendments be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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



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

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

**SECTION 2:** That Section V.C.11 (Temporary Uses) is hereby amended by adding the following language (**in bold**) at the end of the existing list of allowable temporary uses:

- I. Uses resulting from a local, state, or federal disaster or emergency situation. Such emergency situations may or may not be formally declared. The use may be a public, non-profit, or for-profit use that is deemed beneficial to the general public. The approved term of use is at the Village Board's discretion and may be renewed for consecutive terms, but may not extend beyond one year.**

**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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-084, “AN ORDINANCE APPROVING TEXT AMENDMENTS TO THE TINLEY PARK ZONING ORDINANCE FOR EMERGENCY AND DISASTER-RELATED TEMPORARY USES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK



# PLAN COMMISSION STAFF REPORT

December 3, 2020 – Workshop/Public Hearing

## Medical Office/COVID-19 Testing Facility Special Use

7460 Duvan Drive

### Petitioner

Amer Sweis, on behalf of  
NAS Testing Center  
(tenant)

### Property Location

7460 Duvan Drive

### PIN

27-36-205-033-0000

### Zoning

ORI, Office & Restricted  
Industrial

MU-1, Mixed Use Duvan  
Drive Overlay

### Approvals Sought

Special Use Permit



## EXECUTIVE SUMMARY

Amer Sweis, on behalf of NAS Testing Center, has applied for a Special Use Permit to permit a “business and professional office, including medical” to operate a drive-thru medical testing facility at 7460 Duvan Drive in the MU-1, Mixed Use Duvan Drive Overlay, zoning district. The proposed business will operate as a drive-thru COVID-19 testing facility. This Special Use request is being made simultaneously with a text amendment that allows medical office uses in the zoning district with Special Use approval.

The initial lease is expected to be one-year at this location to allow quick occupancy of the building and begin testing. However, a longer lease or purchase of the property is being considered. The Petitioner has experience operating a medical testing facility at their existing testing location in Oak Lawn (SMS Medical). The continued rising demand for COVID-19 testing in the southwest suburbs has led them to look for expansion opportunities. The new location will include similar scheduling requirements and traffic as their existing location.

The Mixed Use Duvan Drive Overlay District, was created to add additional use allowances to the underlying ORI, Office and Restricted Industrial, zoning district. The intent of the overlay district is to assist the aging office and industrial park area in increasing occupancy and redeveloping existing sites. The subject property was formerly an emissions testing center that opened in 2009, closed in 2016, and has been vacant since that time. The site is uniquely designed for a drive-thru use that includes sufficient room for vehicle stacking and waiting. The drive-thru building design will allow medical technicians to efficiently, effectively, and safely test patients without leaving their vehicles.

### Project Planner

Daniel Ritter, AICP  
Senior Planner

## HISTORY, ZONING, AND PROPOSED USE

The subject parcel is located in the MU-1, Mixed Use Duvar Drive Overlay District, which has an underlying zoning district of Office & Restricted Industrial (ORI). The industrial park has existed since the early 1980s, with the nearby multi-family condominiums constructed after the initiation of the industrial park's construction. The overlay district was established in 2006 and provided for a mix of permitted ORI uses and other certain commercial uses. The overlay district provided additional use allowances to assist the aging industrial park that was suffering from high vacancy and disinvestment. The ORI district typically limits uses that invite the public to visit the area due to heavier truck traffic, lack of wayfinding signage/design, lack of pedestrian amenities, and other design characteristics; they are designed more for business development and not public comfort. However, the MU-1 overlay allowed more flexibility to permit certain services that serve as a destination and do not require visibility from the public right-of-way. However the presence of the general public in this area has not been problematic because it is a relatively small industrial park with one roadway running through it. Pedestrian amenities, such as public and private sidewalks, are lacking in the area, but improving those conditions has been discussed as a potential future project for the TIF district finding.

The subject property was one of the first full-site redevelopment projects on Duvar Drive after the overlay district was created. The site was developed with a vehicle emissions testing building approved in 2008 and opened in 2009. The Illinois Secretary of State closed the facility in 2016. The property sold since that time but has remained vacant. The facility was designed as a "pass-through" building with three drive-thru lanes that access the building from the north side and exit to the south. Employee and visitor parking exist on the west side of the building.

The subject parcel is 59,866 sq. ft. in size with a 2,693 sq. ft. building. The underlying zoning district is Office and Restricted Industrial (ORI) and it is located in the MU-1 (Mixed Use Duvar Drive) overlay district. All surrounding uses are located in the same zoning district and vary in their use, including professional offices, printing/binding services, sports training, construction



contractors, and truck/equipment storage. The Duvar Drive area also has other service uses open to the public, such as vehicle repair, recycling services, a restaurant, and a car wash. A vacant two-story former fitness center (17500 Duvar Drive) is another property staff identified that might support similar medical office uses.

## SPECIAL USE

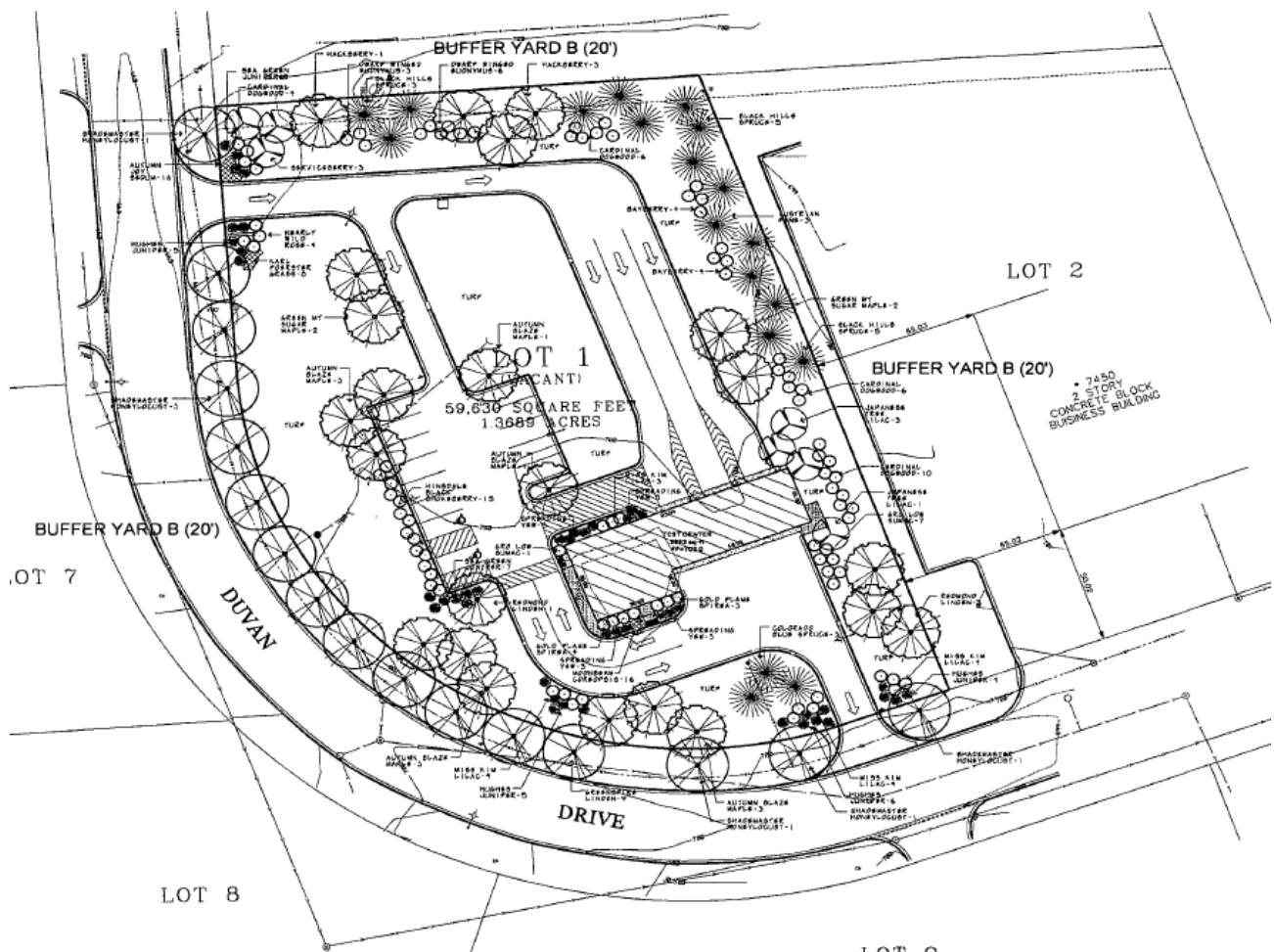
The proposed NAS Testing Center will be the Petitioner's second COVID-19 testing location. Their first location is SMS Medical at 5533 W. 109<sup>th</sup> St in Oak Lawn. The existing location is by appointment only and utilized parking stalls for patients to park, and then a technician comes out to help the patient self-administer a nasal swab test. The proposed facility will be similar but is expected to be able to handle more tests at a quicker pace because of the site layout and space designed for vehicle staking/waiting. The proposed facility will also have a similar no walk-in policy as the existing location and only administers tests to those who have scheduled an appointment beforehand. They are expected to have a maximum of eight on-site employees at any one time. The Petitioner is initially expected to operate at this location for one year, but is interested in longer-term options, including a potential purchase.



"Business and Professional Office, including medical" is currently prohibited in the MU-1 zoning district. Staff is proposing a corresponding text amendment to the Zoning Ordinance that allows the use to be permitted through the Special Use Permit review process. The Petitioner has applied for their Special Use Permit at the same time as the text amendment moves forward due to the increase in positive cases and the immediate need for COVID-19 testing to be started. The proposed drive-through aspect is permitted with a medical office, but is subject to site plan review and compliance with the originally approved traffic/stacking analysis. The traffic generation was an initial staff concern with this use. However, to address those concerns, the Petitioner has proposed that the facility be an appointment-only facility that does not accept "walk-in" patients. This will give them control on how many vehicles are coming to the site and the spacing of appointments. They are confident they can manage the appointments from the beginning to avoid issues, as they have done at their existing facility. Staff has recommended that the appointment-only aspect of the business be placed as a condition for clarity purposes.

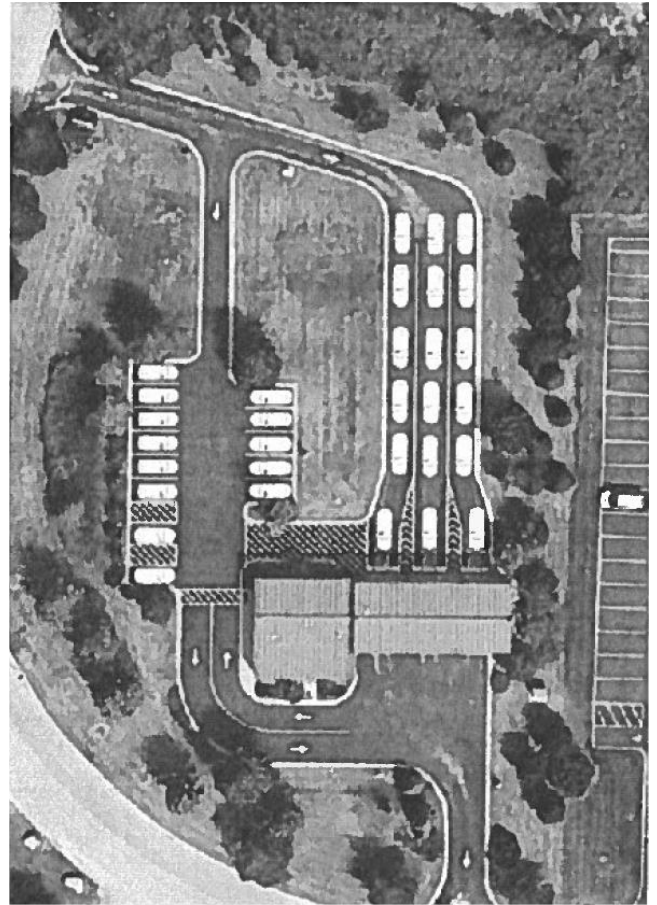
Special Uses, because of their unique characteristics, cannot be properly classified in any particular district or districts without consideration, in each case, of the impact of those uses upon neighboring land and uses. There are standards for Special Uses that must be recommended by the Plan Commission (outlined below). In review of these standards, Staff provides the following information:

Site Plan: The subject site was designed for an emissions testing center and thus is uniquely designed for an auto-oriented business that included significant vehicle stacking. While there is a strong demand for COVID-19 testing, any large influx in customers is handled through their appointment only system. The site was well designed to be attractive to visiting customers. However, due to the lack of maintenance recently, there is a number of deficiencies in landscaping, including dead/missing trees and shrubs. Staff has recommended that any landscaping missing from the 2009 approved Landscape Plan be addressed in spring when the weather improves. A condition has been recommended allowing any landscaping deficiencies to be addressed in spring, April 30, 2021 at the latest.



Parking: There are 13 total (two ADA complaint) parking stalls on the site. These are expected to handle the employees, which will be the only persons expected inside of the building regularly. The parking will accommodate all eight employees, including any shift changes or occasional private visitors that might be at the facility. All patients will be directed to wait in the existing stacking lanes on the site. The test will be administered with the patient remaining in the vehicle. Staff has no concerns based upon the current proposal. As a unique use not specifically mentioned in the zoning ordinance, the Plan Commission has the power to address the parking with any Special Use or Site Plan approvals.

Hours of operation: The Petitioner's existing location operates from 8am to 8pm, 7 days a week. Similar hours are expected at this location but may change as demand for testing changes. Hours of operation are typically only a concern if there are adjacent residential uses and the use that causes increased noise, odors, or has an unattractive appearance (i.e. exterior storage). There are no residential uses bordering the subject parcel and there are not expected to be noticeable external negative effects based on the proposed use.



## STANDARDS FOR A SPECIAL USE

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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. Draft findings have been provided for review below.

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 proposed use is similar to other service-type uses in the established area.*
- 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 area is developed with heavier industrial users, but many uses also already invite the general public into the area. Parking and hours of operation do not pose a negative impact on surrounding 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 immediate area is already developed with a diverse mix of uses that includes industrial and commercial services uses.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *This is a developed site with existing utilities, access roads and drainage. The proposed use does not alter the current conditions of the property.*
- 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 site was designed for a use with a similar type of traffic generation and circulation anticipated for the proposed medical office/testing use.*
- 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.
  - *There are no Variations or other requests associated with the proposed use or site.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The proposed use eliminates a vacancy in the building with a use that is important to have in the current pandemic.*

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

## RECOMMENDED MOTION

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If the Plan Commission wishes to act on the Petitioner's requests, the appropriate wording of the motion is 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.

*"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Amer Sweis on behalf of NAS Testing Center, for a Special Use for a Medical Office with a drive-thru testing facility to be located at 7460 Duval Drive and adopt Findings of Fact as proposed by Village Staff in the December 3, 2020 Staff Report, subject to the following conditions:*

- 1. All medical testing shall be conducted by appointment only. All stacking shall occur in the designated vehicle staking area. Patient appointments and traffic shall be actively managed to avoid any off-site parking.*
- 2. Site landscaping shall be maintained and replaced per the approved Landscape Plan by April 30, 2021.*
- 3. Any building, fire, or code enforcement items shall be addressed prior to occupancy."*



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

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**ORDINANCE**  
**NO. 2020-O-085**

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**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO PERMIT A MEDICAL  
OFFICE FOR NAS TESTING CENTER AT 7460 DUVAN DRIVE**

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-085****AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO PERMIT A MEDICAL OFFICE FOR NAS TESTING CENTER AT 7460 DUVAN DRIVE**

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

**WHEREAS**, a petition for the granting of a Special Use Permit to allow a “business and professional office, including medical” on property located at 7460 Duvan Drive, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Amer Sweis, on behalf of NAS Testing Center (“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 December 3, 2020 at the Village Hall of this Village at 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**, after hearing testimony on the petition, the Plan Commission found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Special Use and voted 8-0 to recommend to the Village Board of Trustees approval of the Special Use; and

**WHEREAS**, the Plan Commission has filed its report and findings and recommendations regarding the Special Use Permit with the 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 Permit; 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 as set forth in 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 proposed use is similar to other service-type uses in the established area.*
- 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 area is developed with heavier industrial users, but many uses also already invite the general public into the area. Parking and hours of operation do not pose a negative impact on surrounding 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 immediate area is already developed with a diverse mix of uses that includes industrial and commercial services uses.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *This is a developed site with existing utilities, access roads and drainage. The proposed use does not alter the current conditions of the property.*
- 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 site was designed for a use with a similar type of traffic generation and circulation anticipated for the proposed medical office/testing use.*
- 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.

- *There are no Variations or other requests associated with the proposed use or site.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The proposed use eliminates a vacancy in the building with a use that is important to have in the current pandemic.*

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

**LEGAL DESCRIPTION:**

LOT 1 IN G.R. STOB RESUBDIVISION OF LOT 31 IN TINLEY INDUSTRIAL PARK, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER 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), ACCORDING TO THE PLAT OF SAID G.R. STOB RESUBDIVISION RECORDED JULY 1, 1986 AS DOCUMENT NUMBER 86269070, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 27-36-205-033-0000

**COMMONLY KNOWN AS:** 7460 Duvan Drive, Tinley Park, Illinois

**SECTION 4:** That a Special Use Permit for “Business and Professional Office, including medical” as defined in the Village of Tinley Park Zoning Ordinance at the Subject Property for a drive-thru medical testing facility, is hereby granted to the Petitioner with the following conditions:

1. All medical testing shall be conducted by appointment only. All stacking shall occur in the designated vehicle staking area. Patient appointments and traffic shall be actively managed to avoid any off-site parking.
2. Site landscaping shall be maintained and replaced per the approved Landscape Plan by April 30, 2021.
3. Any building, fire, or code enforcement items shall be addressed prior to occupancy.”

**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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-085 “AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO PERMIT A MEDICAL OFFICE FOR NAS TESTING CENTER AT 7460 DUVAN DRIVE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

## **Project Narrative: COVID-19 Testing Center Project for the Tinley Park Community**

### **Applicant Information:**

- *NAS Testing Center*
- 7460 Duvan Dr.
- 630-670-8184
- *Amer Sweis*
- [Amerpcg@gmail.com](mailto:Amerpcg@gmail.com)

NAS Testing Center is seeking to help the Tinley Park Community and surrounding area by servicing COVID-19 Testing for residents.

NAS Testing Center is prepared to service the community with COVID-19 tests with minimal impact to traffic flow, creating employment for the community, while utilizing an unused edifice in Tinley Park and ensuring the health and safety of the residents of Tinley Park.

NAS Testing Center aims to conduct 100+ tests per day for residents of Tinley Park and it's vicinity communities. We plan to be mindful of traffic flow by doing approx. three test every 6 minutes. We plan on limiting the testing to appointments only to ensure that there are no long lines waiting for testing. As shown in exhibit A. There is capacity to hold up to 21 vehicles waiting for testing while releasing 3 vehicle every 6 minutes. We have a strict no walk in policy to insure we never have any traffic build up. This will allow us never to have any long lines or people tired of waiting long periods to get tested.

NAS Testing Center plans to hire 8 on-site employees and 3 remote employees which will consist of trained lab technicians to collect samples from the patients, as well as customer service representatives to notify the patients of CDC guidelines in terms of health safety regarding COVID-19.

Employee count will be less than the number of parking spots available at the facility, and the facility will need no property changes.

This request is to only operate for a duration of 12 months to help reduce the spread of the Coronavirus.

Hours of operation are planned for 12 hours per day, 7 days a week to accommodate the schedules of all the residents.

**Interior Site Plan**

Vehicles will enter 3 separate bays. The bay at the far left will be for vehicles that have 3 or more people in them, while the remaining two bays will be for two or less people. Each bay will have a booth and a supply table for the technician to collect samples from the patients. The process starts with an intake process where using an iPad/tablet, the technician will collect patient demographic information and insurance information as well as qualifying the patient for a COVID-19 PCR Nasal Swab test. Next the test will be conducted, and the patient will be instructed to exit the facility. Medical gloves will need to be changed in between each patient. PPE equipment such as gowns will be replaced daily for the employees and staff.

It is understood that the site is currently zoned MU-1(Mixed Use DuVan Drive Overlay District) and while the zone permits office uses, it does not permit “medical” offices.

However, as you know COVID has created exceptional circumstances unlike anything before. Due to the viruses highly contagious nature and the winter weather, my group and I believe utilizing this location for “drive through testing” creates ideal conditions to maintain social distancing between people and shelter from harsh winter weather elements.

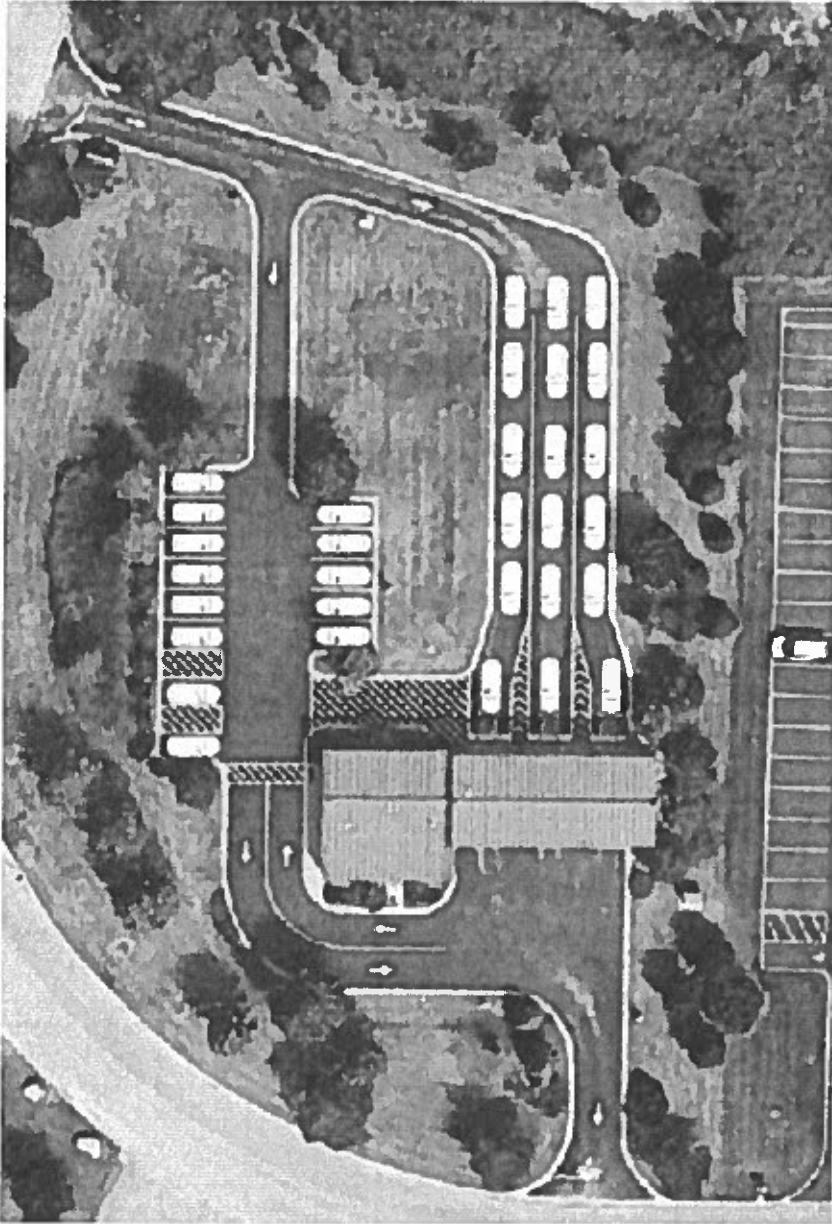
Rest a sure if we are permitted to temporarily utilize this location, every person desiring a COVID test will be required to schedule their visit in advance with a strict “no walk-in policy”.

Should you have any concerns about traffic, please feel free to visit our other location at 5533 W 109th st, ste 101, Oak Lawn, IL 60453, to see for yourself how efficiently we manage test scheduling and the flow of traffic. We welcome and encourage you to stop by unannounced at anytime, between the hours of 8am and 7 pm seven days a week.

Providing this safe and convenient COVID testing location will be an asset to the community. With the winter before us, the next wave of the virus is expected to be severe. My group and I are intending to secure a location right away to be up and running as quickly as possible. Please advise at your earliest convenience if we may utilize this location for a temporary 12 month only period until a vaccine is made available.

Exhibit A





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

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

**SUBJECT: MINUTES OF THE December 3, 2020 REGULAR MEETING**

**ITEM #4 Workshop/Public Hearing – NAS Covid Testing Center – 7460 Duvan Drive – Special Use**

Consider recommending that the Village Board grant Amer Sweis, on behalf of NAS Testing Center (tenant) a Special Use Permit, upon amendment of the Zoning Ordinance, to allow a Medical Business and Professional Office at 7460 Duvan Drive in the MU-1 (Duvan Drive Mixed-Use Overlay) zoning district. Upon amendment of the Zoning Ordinance to allow a special use permit to be requested, this request would permit a drive-thru medical testing facility at this location previously designed as a drive-thru emissions facility with conditions.

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

Absent Plan Commissioners: Mary Aitchison

Village Officials and Staff: Kimberly Clarke, Community Development Director  
Paula Wallrich, Planning Manager (Participated electronically)  
Dan Ritter, Senior Planner  
Barbara Bennett, Commission Secretary

Guests: Amer Sweiss, Petitioner (Participated electronically)

Dan Ritter, Senior Planner, presented the Staff Report. He 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. It was noted, that the Village of Oak Lawn was contacted by staff and they have not had any known issues of complaints with the Petitioner's current location.

CHAIRMAN GRAY asked for comments from the commissioners.

COMMISSIONER LOSCIUTO noted his concern with the traffic on Duvan and 175<sup>th</sup> Street. He hopes that with the appointment requirement that it would resolve this issue. This was his only concern.

COMMISSIONER WEST echoes the previous concern. With the appointments being scheduled it should help to avoid traffic backup issues.

COMMISSIONER GATTO wants to make sure the only people coming to this are by appointment. Once Covid is over, what will this be used for?

Mr. Sweis replied that after Covid is over he will be using this site for vaccines and other types of medical testing.

Mr. Ritter noted the temporary use is for one year and if it is extended it will have to be approved by the Village Board each time. This request is more permanent since they have some vision of being able to use it going forward. Covid has changed a lot of the processes of testing and medical appointments as well. People may want to avoid typical hospitals or doctors' offices in the future. This provides a quick and simple way without even leaving the car.

CHAIRMAN GRAY inquired about the typical number of vehicles he would service during the day.

Mr. Sweis replied that typically they see about 150 people per day at his other site in Oak Lawn, but this site would be able to handle more. Everything is scheduled by appointment. If people just drive in he will not see them. We never have stacked vehicles at that location.

CHAIRMAN GRAY noted with the stacking at that site there are 3 vehicle bays that can be used every 6 minutes. This could give 30 vehicles per hour times 12 hours would be 360. If you are only seeing 150 per day, you would not be working at capacity. If someone comes in without an appointment, how do they make an appointment. What is the time between appointments. Is this an app on your phone?

Mr. Sweis replied that most of the appointments are booked the same day, but a few are far in advance.

CHAIRMAN GRAY noted if someone was turned away they could drive around the block and make an appointment and return right away. We want to make sure traffic spillage does not occur.

Mr. Sweis noted there usually are not openings and making an appointment right away would probably not happen.

CHAIRMAN GRAY inquired if they would be staying after Covid? This was noted to be a temporary 12-month lease until a vaccine is made available. Will you shut down the facility when the vaccine comes out? What would be the next step?

Mr. Sweis replied that even with a vaccine, testing will still continue. The vaccine is for a limited amount of people. Once people take the vaccine they will still have to be tested to see if they are negative or positive to avoid spreading to those without it. The schedule will be based on a week to week analysis with a slow start. If there is a huge spike in demand, we will adjust. If there were 1000 people a day though, we would not be able to handle that.

CHAIRMAN GRAY inquired if the Tinley Auto and Two Men and a Truck, that reached out regarding the traffic were satisfied with Mr. Ritter's discussion.

Mr. Ritter replied that both were content after his discussion with them about the petitioner's plan. They wanted to make sure it was appointment only and avoid spillage onto Duvan Drive as we discussed here. With the Special Use we included a specific condition that it has to be by appointment only, no traffic can go on Duvan Drive and no off-site parking. It is enforceable if needed, but Mr. Sweis has done this before and seems confident he can manage it.

A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER WEST to open the public hearing for the Covid Testing Center.

AYE: COMMISSIONERS GATTO, ENGEL, MANI, VICK, GASKILL, WEST, LOSCIUTO 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 being published in the local newspaper as required by state law.

Anyone who would like to speak on this matter will be sworn in after the staff presentation.

CHAIRMAN GRAY asked for comments from the Applicant and swore him in.

Mr. Amer Sweis thanked staff and the Commission. We all have people who have been affected by Covid. This service can be a life or death situation for people. He looks forward to working with the Village.

CHAIRMAN GRAY asked for comments from the Commissioners.

There were none.

CHAIRMAN GRAY asked for comments from the Public.

There were none.

A Motion was made by COMMISSIONER WEST, seconded by COMMISSIONER MANI to close the public hearing for the Covid Testing Center.

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

Mr. Ritter presented the Standards for Special Use

COMMISSIONER GATTO seconded by COMMISSIONER GASKILL made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Amer Sweis on behalf of NAS Testing Center, for a Special Use for a Medical Office with a drive-thru testing facility to be located at 7460 Duvan Drive and adopt Findings of Fact as proposed by Village Staff in the December 3, 2020 Staff Report, subject to the following conditions:

1. All medical testing shall be conducted by appointment only. All stacking shall occur in the designated vehicle stacking area. Patient appointments and traffic shall be actively managed to avoid any off-site parking.
2. Site landscaping shall be maintained and replaced per the approved Landscape Plan by April 30, 2021.
3. Any building, fire, or code enforcement items shall be addressed prior to occupancy.”

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

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This item will go to the Village Board on Tuesday, December 15, 2020



# Interoffice

# Memo

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**Date:** December 10, 2020

**To:** Village Board

**From:** Pat Carr, Asst. Village Manager

**CC:** Dave Niemeyer, Village Manager

**Subject:** Annual Cisco Maintenance Renewal

Attached is annual Cisco Maintenance renewal agreement with Meridian. Cisco maintenance/license agreements allow the Village to receive rapid support on software and hardware issues, receive the latest patches, avoid high transactional fees due to failures and feature keys to preserve our network security. The annual cost for this service is \$35,215.28. This is an annual budgeted item and required for system operations.

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

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**RESOLUTION**  
**NO. 2020-R-131**

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**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY  
PARK AND MERIDIAN IT FOR CISCO MAINTENANCE RENEWAL**

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

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

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**RESOLUTION NO. 2020-R-131****A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MERIDIAN IT FOR CISCO MAINTENANCE RENEWAL**

**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 Meridian, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said 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 15th day of December, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk



# **EXHIBIT 1**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-131, **“A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MERIDIAN IT FOR CISCO MAINTENANCE RENEWAL,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

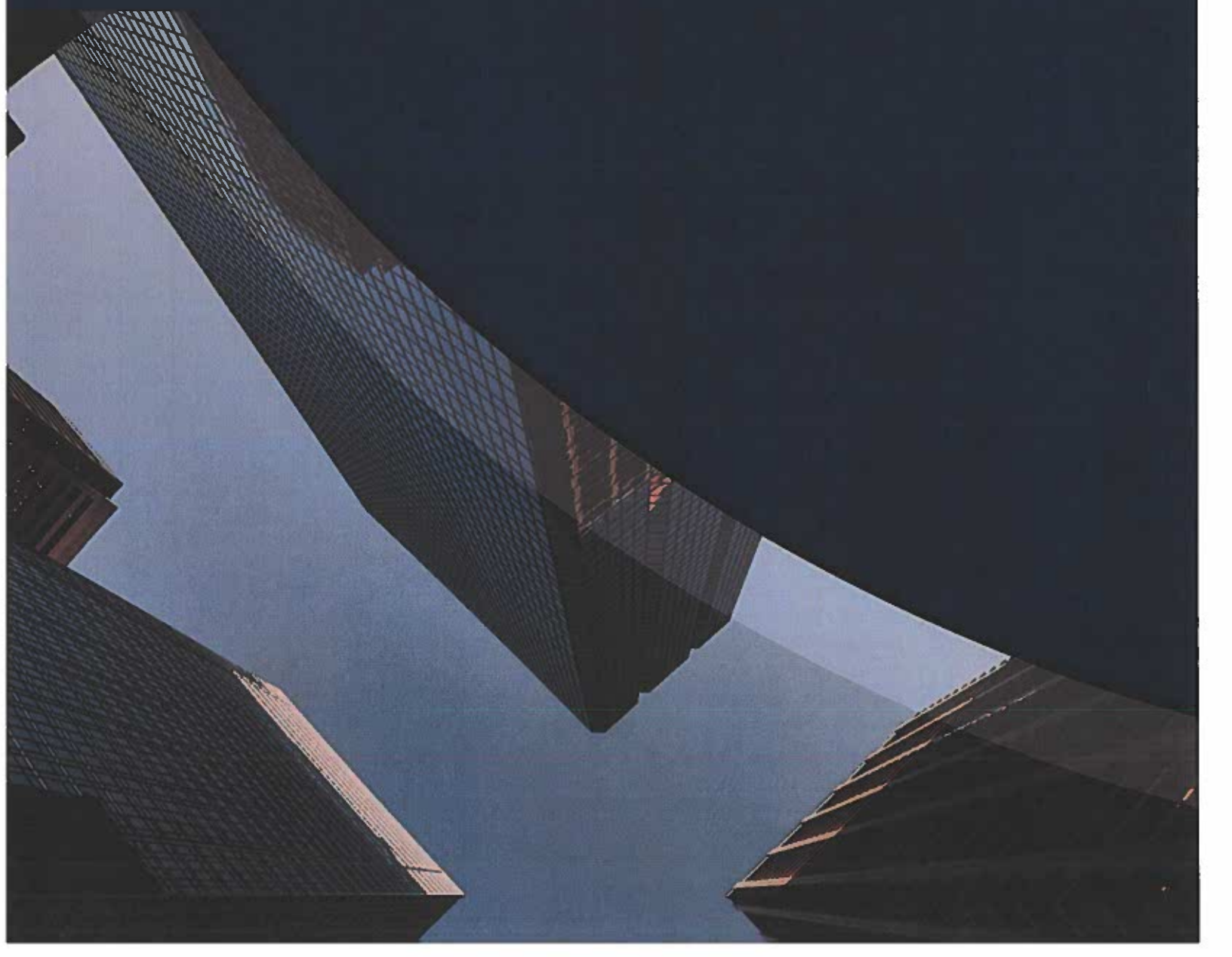
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15<sup>th</sup> day of December, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

# 1YR Cisco Maintenance Renewal

Proposal #004038 VT

PREPARED FOR  
Village of Tinley Park





# 1YR Cisco Maintenance Renewal

## Account Manager:

Mike Arvia  
1-847-964-2822  
marvia@meridianitinc.com

## Proposal Prepared by:

Gail Bellisle  
gail.bellisle@meridianitinc.com

## Prepared for:

Village of Tinley Park  
16250 Oak Park Avenue  
Tinley Park, IL 60477  
Steve Clemmer  
sclemmer@tinleypark.org

## Details:

OppQ #:  
Proposal #: 004038 v1  
Proposal Date: 11/17/2020  
Expiration Date: 11/21/2020

## Maintenance Renewal

Service Level	Service Address	Part #	Description	S/N	Contract Start Date	Contract End Date	EOS Date	Qty	Price	Ext. Price
SWSS	7980 183RD ST. TINLEY PARK, IL 60477	CON-ECMU- ACPL25	AC-PLS-P-25-S		01/18/2021	01/17/2022		1	\$46.11	\$46.11
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP- AIRAPIKB	AIR-AP28021-B-K9	FJC2412M4WU	03/31/2021	01/17/2022		1	\$71.57	\$71.57
SNTC 24X7X4	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNTP- AIRC702K	AIR-CAP27021-B-K9	FCW2119JRH3	01/18/2021	01/17/2022	4/30/2024	1	\$79.17	\$79.17
SNTC 24X7X4	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNTP- AIRC702K	AIR-CAP27021-B-K9	FCW2119JRG5	01/18/2021	01/17/2022	4/30/2024	1	\$79.17	\$79.17
SNTC 8X5XNBD	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNT- CT0812	AIR-CT5508-12-K9	FCW1738L071	01/18/2021	01/17/2022	7/31/2023	1	\$1,572.96	\$1,572.96
SNTC 8X5XNBD	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNT- CT0812	AIR-CT5508-12-K9	FCW1627L07F	01/18/2021	01/17/2022	7/31/2023	1	\$1,572.96	\$1,572.96

VILLAGE OF TINLEY ...



**Maintenance Renewal**

Service Level	Service Address	Part #	Description	S/N	Contract Start Date	Contract End Date	EOS Date	Qty	Price	Ext. Price
SNTC 8X5XNBD	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNT-AS5B50K9	ASA5505-50-BUN-K9 ✓	JMX16404139	01/18/2021	01/17/2022	8/31/2022	1	\$101.79	\$101.79
SNTC 24X7X4	7980 183RD ST, TINLEY PARK, IL 60477	CON-SNTP-AS5ULBK9	ASA5505-UL-BUN-K9 ✓	JMX2043Y1ZQ	01/18/2021	01/17/2022	8/31/2022	1	\$209.67	\$209.67
SNTC 8X5XNBD	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNT-A15FPK9	ASA5515-FPWR-K9 ✓	FTX190810L5	01/18/2021	01/17/2022	8/31/2022	1	\$671.64	\$671.64
SNTC 8X5XNBD	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNT-A15FPK9	ASA5515-FPWR-K9 ✓	FTX190810L6	01/18/2021	01/17/2022	8/31/2022	1	\$671.64	\$671.64
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-C1062G16	C1000-16P-2G-L ✓	FCW2420A0HZ	05/28/2021	01/17/2022		1	\$89.62	\$89.62
SNTC 8X5XNBD	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNT-C930024A	C9300-24S-A ✓	FOC2401U0SG	01/27/2021	01/17/2022		1	\$1,417.07	\$1,417.07
SNTC 8X5XNBD	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNT-C930024A	C9300-24S-A ✓	FOC2401W0PT	01/27/2021	01/17/2022		1	\$1,417.07	\$1,417.07
SNTC 8X5XNBD	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNT-C930024A	C9300-24S-A ✓	FOC2401W0PJ	01/27/2021	01/17/2022		1	\$1,417.07	\$1,417.07
SNTC 8X5XNBD	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNT-C930024A	C9300-24S-A ✓	FCW2401C0V6	01/27/2021	01/17/2022		1	\$1,417.07	\$1,417.07
SNTC 24X7X4	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNTP-2921	CISCO2921/K9 ✓	FTX1546AH60	01/18/2021	01/17/2022	12/31/2022	1	\$1,094.46	\$1,094.46
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-C190K9	ESA-C190-K9 ✓	FCH2037V4PM	01/18/2021	01/17/2022	6/30/2024	1	\$789.92	\$789.92



## Maintenance Renewal

Service Level	Service Address	Part #	Description	S/N	Contract Start Date	Contract End Date	EOS Date	Qty	Price	Ext. Price
ESA INBOUND BUN LIC	16250 OAK PARK AVE, TINLEY PARK, IL 60477	ESA-ESI-1Y-S2	ESA-ESI-LIC=	E9C773291B1041 E31326B4B990D9 BF891E48768580 4F7F4E2CBE9BE 6258E3CF3	01/18/2021	01/17/2022		450	\$9.53	\$4,288.50
ESA OUTBOUND BUN LIC	16250 S OAK PARK AVE, TINLEY PARK, IL 60477	ESA-ESO-1Y-S2	ESA-ESO-LIC=	WOUZTU82BJE	01/18/2021	01/17/2022		100	\$9.73	\$973.00
SWSS	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-ECMU-VMWSW2	FS-VMW-2-SW-K9	7BFA7E16871990 AD90AC444192C 298C10021406F1 8D420EDADB8A 34625A83BF	01/18/2021	01/17/2022		1	\$87.00	\$87.00
ASA FirePOW ER Svc	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	L-ASA5515-TAMC-1Y	L-ASA5515-TAMC=	6902217529D70D 9EB78E18D15B56 8B26D9843B1AD FA5CC12BC6D81 764C4F06AC	01/18/2021	01/17/2022		2	\$1,640.00	\$3,280.00
ISE Apex License	16250 OAK PARK AVE, TINLEY PARK, IL 60477	L-ISE-APX-1Y-S1	L-ISE-APX-LIC=	B43XV410VN	12/21/2020	01/17/2022		100	\$3.89	\$389.00
ISE Plus License	16250 OAK PARK AVE, TINLEY PARK, IL 60477	L-ISE-PLS-1Y-S1	L-ISE-PLS-LIC=	T1O23LIN79M	12/21/2020	01/17/2022		100	\$5.14	\$514.00
SWSS	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-ECMU-LICCT55A	L-LIC-CT5508-5A		03/26/2021	01/17/2022		1	\$230.14	\$230.14
SNTC 24X7X4	16250 OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNTP-3524P10X	N3K-C3524P-10GX	FOC1947R2VD	01/18/2021	01/17/2022		1	\$667.32	\$667.32
SNTC 24X7X4	16250 OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNTP-3524P10X	N3K-C3524P-10GX	FOC1946R0N4	01/18/2021	01/17/2022		1	\$667.32	\$667.32
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP-3524P10X	N3K-C3524P-10GX	FOC2311R092	01/18/2021	01/17/2022		1	\$667.32	\$667.32
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP-3524P10X	N3K-C3524P-10GX	FOC2311R1XG	01/18/2021	01/17/2022		1	\$667.32	\$667.32



**Maintenance Renewal**

Service Level	Service Address	Part #	Description	S/N	Contract Start Date	Contract End Date	EOS Date	Qty	Price	Ext. Price
SOLN SUPP SWSS	16250 OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-ECMUS -RISEV9SM	R-ISE-VMS-K9= ✓	OB8PM7BVQ9A	12/05/2020	01/17/2022		2	\$1,567.60	\$3,135.20
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-FIM6324	UCS-FI-M-6324 ✓	FCH19447DQW	01/18/2021	01/17/2022		1	\$327.95	\$327.95
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-FIM6324	UCS-FI-M-6324 ✓	FCH19457FZ0	01/18/2021	01/17/2022		1	\$327.95	\$327.95
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP-FIM6324	UCS-FI-M-6324 ✓	FLM230605FE	01/18/2021	01/17/2022		1	\$327.95	\$327.95
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP-FIM6324	UCS-FI-M-6324 ✓	FLM23100D2K	01/18/2021	01/17/2022		1	\$327.95	\$327.95
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-B200BS2	UCS-SP-B200M4-B-S2 ✓	FLM211503V3	01/18/2021	01/17/2022	2/29/2024	1	\$388.89	\$388.89
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-SMB200S1	UCS-SP-B200M4-S1 ✓	FCH19517C7T	01/18/2021	01/17/2022	2/29/2024	1	\$560.28	\$560.28
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-SMB200S1	UCS-SP-B200M4-S1 ✓	FCH19517BV4	01/18/2021	01/17/2022	2/29/2024	1	\$560.28	\$560.28
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP-B200M5S2	UCS-SP-B200M5-S2 ✓	FLM23150JNQ	01/18/2021	01/17/2022		1	\$426.60	\$426.60
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP-B200M5S2	UCS-SP-B200M5-S2 ✓	FLM23150EBH	01/18/2021	01/17/2022		1	\$426.60	\$426.60
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-B200M5S2	UCS-SP-B200M5-S2 ✓	FLM234407UF	11/23/2020	01/17/2022		1	\$492.05	\$492.05
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP-UCSPMINI	UCS-SP-MINI ✓	FOX2308P4YT	01/18/2021	01/17/2022		1	\$249.07	\$249.07
SNTC 24X7X4	16250 OAK PARK AVE, TINLEY PARK, IL 60477	CON-SNTP-SMBMMINI	UCS-SPM-MINI ✓	FOX1943GYFW	01/18/2021	01/17/2022		1	\$305.37	\$305.37

Maintenance Renewal

Service Level	Service Address	Part #	Description	S/N	Contract Start Date	Contract End Date	EOS Date	Qty	Price	Ext. Price
SNTC 24X7X4	7980 183RD ST, TINLEY PARK, IL 60477	CON-SNTP- C2960C8T	WS-C2960C-8TC-S ✓	FOC2043Y0HS	01/18/2021	01/17/2022	10/31/2025	1	\$77.96	\$77.96
SNTC 24X7X4	16250 SOUTH OAK PARK AVENUE, TINLEY PARK, IL 60477	CON-SNTP- WSC3851S	WS-C3850-12S-S ✓	FCW2308C0RB	01/18/2021	01/17/2022		1	\$1,065.65	\$1,065.65
SNTC 24X7X4	7850 183RD ST, TINLEY PARK, IL 60477-3681	CON-SNTP- WSC3851S	WS-C3850-12S-S ✓	FCW2312C0CP	01/18/2021	01/17/2022		1	\$1,065.65	\$1,065.65

Subtotal: **\$35,215.28**





## Terms and Conditions

If there is software included herein, Client hereby agrees to the terms of the applicable manufacturer's End User Licensing Agreement. If services are included as part of this purchase, a separate services contract may be provided for review and signature following the execution of this Proposal. Prices are subject to change and may exclude freight charges and applicable taxes, unless listed above. Rush orders may require an additional charge. Purchaser must obtain a valid RMA approval before returning any Equipment. Maintenance cancellations are subject to manufacturer approval. Any amounts paid by credit card will be charged a six percent (6%) convenience fee. Terms are **Net 30** unless otherwise agreed to in writing.

This proposal details Product, Software, and/or Maintenance to be source by Meridian IT Inc., ("Meridian") to Village of Tinley Park ("Client"). The parties hereto acknowledge and agree that the acquisition of Product, Software and/or Maintenance in this proposal is governed by Meridian IT Inc. Terms and Conditions: <http://www.meridianitinc.com/terms-and-conditions.html>

## Proposal Summary

Description	Amount
Maintenance Renewal	\$35,215.28
<b>Total:</b>	<b>\$35,215.28</b>

VILLAGE OF TINLEY...

By approving this order, you are affirming that you are a duly authorized representative of the indicated company and agree to be bound by this agreement's terms and conditions. Only proposals that include Service Contracts will be countersigned and returned to the Client Contact.

Meridian IT Inc.

Village of Tinley Park

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

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

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

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**RESOLUTION**  
**NO. 2020-R-132**

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**A RESOLUTION APPROVING A COLLECTIVE BARGAINING  
AGREEMENT WITH THE METROPOLITAIN ALLIANCE OF POLICE,  
TINLEY PARK CHAPTER #192 REPRESENTING PATROL OFFICERS**

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2020-R-132****A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE METROPOLITAN ALLIANCE OF POLICE, TINLEY PARK CHAPTER #192 REPRESENTING PATROL OFFICERS**

**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 entering into a successor Collective Bargaining Agreement with its Patrol Officers represented by the Metropolitan Alliance of Police, Tinley Park Chapter #192; and

**WHEREAS**, a true and correct copy of said Collective Bargaining Agreement is 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 said Village of Tinley Park and its residents to enter into said Agreement with the Metropolitan Alliance of Police; 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 finding of fact as if said recitals were fully set forth herein.

**SECTION 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforementioned Agreement between the Village and Metropolitan Alliance of Police, Tinley Park Chapter #192 as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

**SECTION 3:** 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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 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-132, “A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE METROPOLITAIN ALLIANCE OF POLICE, TINLEY PARK CHAPTER #192 REPRESENTING PATROL OFFICERS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

# **AGREEMENT**

**BETWEEN VILLAGE OF**

**TINLEY PARK AND**

**METROPOLITAN ALLIANCE OF POLICE,  
TINLEY PARK POLICE CHAPTER #192**

Through April 30, 2024

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**PREAMBLE**

This Agreement is entered into by and between the VILLAGE OF TINLEY PARK (hereinafter called the "Village") and the METROPOLITAN ALLIANCE OF POLICE TINLEY PARK CHAPTER #192 (hereinafter called the "Union", or the "Chapter").

This Agreement has as its purpose the promotion of harmonious relations between the Village and the Chapter; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. It is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits and employment conditions of the police officers covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing of grievances;

THEREFORE, the parties agree with each other as follows:

**ARTICLE I****RECOGNITION AND REPRESENTATION**

The Village recognizes the Union as the sole and exclusive bargaining agent for all probationary and non-probationary Patrol Officers employed by the Police Department of the Village, excluding all department employees of the rank of Sergeant and above and all other Police Department employees and all other employees employed by the Village.

Probationary Patrol Officers shall be covered by the conditions set forth in this Agreement; provided, however, that any disciplinary actions, including suspensions or discharge, shall not be subject to the grievance and arbitration procedure set forth herein.

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.

## ARTICLE II

### NO DISCRIMINATION

In accordance with applicable legislation, neither the Village nor the Chapter shall discriminate against any employee in a manner prohibited by law because of race, creed, color, national origin, sex, or union membership or activity.

Any alleged violation of this Article may be processed through Step 4 of the grievance procedure, but no further. Nothing herein shall be construed as a waiver or relinquishment of any employee's right to file any commission or court charge or suit.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### Section 3.1. Definition of Grievance.

A grievance is a difference of opinion between an employee or the Chapter and the Village with respect to the meaning or application of the express terms of this Agreement, or with respect to the inequitable application of rules applicable to the Police Department which may be in effect from time to time.

#### Section 3.2. Chapter Representation.

The Chapter shall appoint an Employee Committee of not more than two (2) members to attend grievance meetings scheduled pursuant to Steps 3 and 4. The Chapter may appoint three (3) Stewards to participate in the grievance procedure to the extent set forth in Step 2 of the grievance procedure. The Chapter shall notify the Village Manager in writing of the names of employees serving on the Employee Committee and as Stewards.

#### Section 3.3. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance.

Step 1: Written to Immediate Supervisor. An aggrieved employee, (or a Steward or Union officer on behalf of the Chapter), shall file a written grievance signed by the employee on a form provided by the Village setting forth the nature of the grievance and the contract provision(s) involved. The immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

Step 2: Appeal to Commander. If the grievance is not settled in Step 1, the Employee Committee may, within seven (7) calendar days following receipt of the immediate supervisor's answer, forward the grievance to the Commander. The Commander, or whomever is the employee's next immediate supervisor in the Department's chain of command, shall give a written answer within seven (7) calendar days after receipt of the written grievance.

Step 3: Appeal to Chief. If the grievance is not settled in Step 2, the aggrieved employee, the Employee Committee may, within seven (7) calendar days from receipt of the Step 2 answer, appeal in writing to the Chief. The Employee Committee and the Chief will discuss the grievance at a mutually agreeable time, within seven (7) calendar days of the Chief's receipt of the grievance. If no agreement is reached in such discussion, the Chief will give his answer in writing, within seven (7) calendar days of the discussion. The Village may join the Step 3 and Step 4 meetings if it so desires, by having in attendance both the Chief and the Village Manager or his designee.

Step 4: Appeal to Village Manager. If the grievance is not settled in Step 3 the aggrieved employee, the Employee Committee may, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal to the Village Manager. A meeting between the Village Manager, or his designee, and the Employee Committee will be held at a mutually agreeable time within seven (7) calendar days of the Village Manager's receipt of the grievance. If no settlement is reached at such meeting, the Village Manager or his designee shall give his answer in writing within ten (10) calendar days of the meeting.

Step 5: Grievance Arbitration. If the grievance is not settled in accordance with the foregoing procedure; the aggrieved employee, the Employee Committee may appeal the grievance to arbitration by notifying the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 4. Within ten (10) calendar days of receipt of such request, the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS) and request a panel of arbitrators, each of which shall be a member of the National academy of Arbitrators. If upon receipt of a panel of arbitrators from FMCS, the parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by having each party strike the name of an arbitrator from the panel until only one remains. First strike shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety, and to request that a new panel be submitted. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after his selection, subject to the reasonable availability of Chapter and Village representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement.

He shall consider and decide only the specific issue submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or submission of briefs by the parties. The decision of the arbitrator shall be binding on the parties. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and the Chapter. All other expenses shall be borne by the party incurring them.

Section 3.4. Time Limits.

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the Association may immediately appeal to the next Step or forego further processing of the grievance.

Section 3.5. Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations and at a time when the Grievant and the Steward or other Chapter representative(s) involved are not being compensated by the Village.

Representatives of the Chapter, previously accredited to the Village in writing by the Chapter, shall be permitted to come on the premises of the Village for the purposes of investigating and discussing grievances if they first obtain permission from the Village Manager or his designated representative; such visits shall not interfere with normal Village operations and such permission shall not unreasonably be denied.

Section 3.6. Civil Service Commission.

It is understood that matters subject to the jurisdiction of the Civil Service Commission such as certification, promotion, discharge, disciplinary suspension of more than five (5) days or a second suspension within any six (6) month period, all as per 65 ILCS 5/10-1-18, are not subject to this grievance procedure.

Section 3.7 Application of Grievance and Arbitration Procedure to Discipline

No discipline shall be administered without just cause. An Officer who is charged with a disciplinary infraction, or issued discipline, where the penalty may result in termination or suspension has the option of appealing such disciplinary action either before the Civil Service Commission or through the grievance procedure set forth in Section 3.3 above and subject to the procedure described below. An Officer must notify the Village within ten (10) days of receiving written notice of the charge(s) against him or her whether he or she will seek review of the imposed discipline through the grievance procedure or through the Civil Service Commission procedures.

If the Officer elects to appeal the discipline through the arbitration procedure in section 3.3, the following will apply:

1. Notice of intent to appeal will be filed with the Village Manager within ten (10) days of receiving written notice of disciplinary action.
2. The Officer and the Village may agree to extend the time period in which an Officer may file an appeal provided the extension agreement is in writing.
3. The Union and the Village will jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). If upon receipt of a panel of arbitrators from FMCS, the parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by having each party strike the name of an arbitrator from the panel until only one

remains. First strike shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety, and to request that a new panel be submitted.

4. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after his or her selection, subject to the reasonable availability of all parties.
5. Each party shall be afforded the opportunity of an oral argument or briefs, and, as needed supporting witnesses before the arbitrator.
6. Either party may request the opportunity to submit a post-hearing brief to the arbitrator. However, no party shall submit a brief without the agreement of the other. An arbitrator's award shall be final and binding, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

#### Section 3.8 Counseling Forms

Officers will be advised and provided a copy of all counseling forms completed by Management and made aware of the deficiency no later than 3 days of issuance of the counseling form.

### **ARTICLE IV**

#### **NO STRIKES/NO LOCKOUTS**

During the term of this Agreement, the Chapter, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, speed-up, blue-flu or other concerted stoppage of work, or any other intentional interruption of operations or other concerted refusal to obey lawful orders of the Chief or other appropriate Village representatives. Any, a few, some or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, at the discretion of the Village. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

**ARTICLE V****MANAGEMENT RIGHTS**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons, subject to the statutory jurisdiction of the Civil Service Commission; to make and enforce reasonable rules and regulations; to train employees; to subcontract work; and, to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement.

**ARTICLE VI****SENIORITY**Section 6.1. Definition.

For purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since the employee's last date of hire excluding time off due to layoff or any other unpaid leave of absence which exceeds thirty (30) consecutive days of absence unless otherwise agreed by the Village.



Section 6.2. Seniority List.

The Village shall maintain a current seniority list. This list shall be made available to the Chapter within 30 days after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Chief of Police within 30 days after the list has been made available to the Union.

Section 6.3. Termination of Seniority.

Seniority and employment shall be terminated when an employee:

- 6.3.1 quits; or
- 6.3.2 is discharged for cause; or
- 6.3.3 is absent for three (3) consecutive days without authorization by the Village; or
- 6.3.4 is laid off for a period in excess of twenty-four (24) months, or length of seniority whichever occurs first; or
- 6.3.5 is laid off and fails to report to the Village his intention to return to work within seven (7) calendar days after recall and to report for duty within two weeks after recall; or
- 6.3.6 does not report to work within seventy-two (72) hours after the termination of an authorized leave of absence; or
- 6.3.7 retires or is retired.

## ARTICLE VII

### HOLIDAYS, VACATIONS AND LEAVES OF ABSENCE

Section 7.1. Holidays.

During the term of this Agreement, there shall be eleven paid holidays, as follows:

New Year's Day	Thanksgiving Day
Good Friday (1/2 Day)	Friday After Thanksgiving Day
Memorial Day	Christmas Eve (1 day)

Fourth of July	Christmas Day
Labor Day	New Year's Eve (1/2 day)
Martin Luther King	President's Day

Inasmuch as the employees covered by this Agreement must fill work shifts each day of the calendar year, remuneration for the above holidays shall be made by separate check which shall be paid on either the first or second Friday of December of each year.

Remuneration for holidays shall be based on eight-eight (88) hours of pay per year or a pro rata share thereof for the number of days sufficient to cover those holiday periods while employed by the Village. In addition, all covered employees shall receive twenty-five (25) hours of compensatory time on May 1 of each year, ten of which will be taken as compensatory time off, the balance of fifteen (15) being paid as holiday pay. Said compensatory time shall be utilized pursuant to the provisions of Section 10.3 of this Agreement. In addition, if a covered employee is ordered in to work on a designated Holiday, such employee shall receive two times his regular hourly rate of pay or compensatory time for all hours so worked.

Section 7.2. Vacation Schedule.

In accordance with applicable ordinances, Patrol Officers covered by this Agreement shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year but less than 2 years	1 week
2 years but less than 7 years	2 weeks
7 years but less than 11 years	3 weeks
11 years but less than 15 years	4 weeks
15 years or more	5 weeks

In order to be eligible for full vacation benefits under this Section, a Patrol Officer shall have worked at least sixteen hundred (1,600) hours during the twelve (12) month period preceding January 1 of the vacation year. except if unable to so work because of an on-the job injury, or in the event that the Patrol Officer began employment during said twelve (12) month period, he

shall have worked a pro rata portion of sixteen hundred (1,600) hours. Any Patrol Officer with a continuous length of service with the Village of more than one (1) year who would be otherwise entitled to a vacation but who is not eligible for full vacation benefits because he has not worked at least sixteen hundred (1,600) hours during the twelve (12) month period immediately preceding January 1 of the vacation year, where such failure is not the result of an on-the-job injury, shall be entitled to a vacation of one (1) week so long as he worked at least one thousand (1,000) hours during the twelve (12) month period immediately preceding January 1 of the vacation year.

Insofar as practical, vacation will be scheduled at the times requested. It is understood, however, that because of the nature of the work, it may be necessary to limit the number of Patrol Officers who are authorized to take vacation during any particular period of time or on any particular day. Vacation must be approved by the Division Commander and shall be scheduled in accordance with the procedures set forth herein below.

- 7.2.1 During the month of January, all Patrol Officers will submit their vacation requests to their respective Division Commanders.
- 7.2.2 No vacation shall be allowed in excess of three (3) consecutive weeks unless the Chief of Police determines that there are extenuating circumstances and grants approval. Vacations may not be taken in time periods of less than one-half (1/2) of a full day.
- 7.2.3 All vacation days must be taken prior to the end of the calendar year unless a vacation starts prior to the end of the calendar year and extends into the next year.
- 7.2.4 Requests for vacations submitted in January shall be honored based upon seniority. The senior officer assigned to each shift/watch shall take his first

choice, all officers by seniority shall follow. This procedure shall be repeated until all then desired vacation weeks/days have been requested. The vacation weeks/days requested in January pursuant to this procedure shall be submitted to the Division Commander for approval by February 1 of each year. The Division Commander shall review the requests and post a vacation schedule on or before March 1. Once the list is posted, any floating vacation as provided in 7.2.5 below shall not be used to bump scheduled vacation time regardless of seniority. On or before May 31, of each year, every employee covered by this Agreement shall have committed no less than the following amounts of vacation: (a) employees with two weeks entitlement, one week, (b) employees with three weeks entitlement, two weeks, (c) employees with four weeks entitlement, two weeks, (d) employees with five weeks entitlement, three weeks. Once committed and approved by the Division Commander, the committed vacation will be added to the posted vacation schedule. Any floating vacation shall not be used to bump scheduled vacation time regardless of seniority. Nothing herein prohibits an officer from taking a vacation between January 1 and March 1. A request for such a vacation must be submitted no later than the first day of the month preceding the month in which the vacation is to be taken.

- 7.2.5 Vacation weeks or days not selected in January or not committed by May 31 shall be floating vacation. Floating vacation shall be taken on a time-available basis. Requests for one day of floating vacation must be submitted to the Division Commander no less than three working days in advance provided, however, that the Division Commander may in his discretion for extenuating circumstances

grant requests without such notice. Requests for two or more consecutive days of floating vacation must be submitted to the Division Commander no later than the 1st day of the month preceding the month in which the vacation days are to occur. These vacation requests may be approved on a first requested basis provided that conflicts which arise in vacation requests submitted on the same day shall be resolved based upon seniority. All floating vacation weeks/days must be requested no later than November 1 of each year. Floating vacation not requested by that date will be lost and no longer available.

7.2.6 In the case of extenuating circumstances as determined by the Chief of Police, the Division Commander may cancel and reschedule any or all previously approved and scheduled vacation. In the event that a previously approved and scheduled vacation is canceled by order of the Chief or Division Commander under this subsection, then the Village shall reimburse the officer for any forfeited travel/lodging/tour or like deposits or expenses that the officer has paid. The reimbursement shall be made upon request of the officer and presentment to the Village of proper verification that the officer has incurred and paid the expense.

7.2.7 An officer may request to cancel and reschedule vacation. To do so, a written request to cancel and reschedule vacation must be submitted at least 18 days prior to the start of the scheduled vacation. These requests will not be unreasonably denied but in no event shall such requested change conflict with a scheduled vacation of another officer assigned to the same shift.

Section 7.3. Personal Leave Days.

All officers shall be granted three (3) days of leave for personal business during each year of this Agreement (May 1 through April 30) without loss of pay. Request for this leave must be made to the appropriate supervisor as far in advance as possible but not less than 48 hours prior to the commencement of the leave. Use of personal leave shall be subject to the same limitations as are applicable to use of vacation time. Unused personal business leave does not accumulate, provided, however, that those employees with less than seven (7) years of continuous service may accumulate unused personal business leave to a maximum of four (4) days. Newly hired officers will be entitled to the use of one personal leave day immediately upon being hired, and will be entitled to three (3) days on the following May 1.

Section 7.4. Funeral Leave.

When a death occurs in an employee's immediate family (i.e., employee's mother, father, mother-in-law, father-in-law, spouse, brother, sister, child or grandparents, step mother, step father, step child), an employee covered by this Agreement, upon request, shall be excused for up to three (3) days for the purpose of mourning; when a death occurs to an employee's grandfather in-law or grandmother in-law, that employee shall be excused for up to two (2) days for the purpose of mourning; one (1) day of funeral leave shall be granted for mourning some other member of the family. An eligible employee shall be paid his normal daily rate of pay for any day or days on which he is excused and but for such excuse would have been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason e.g. funeral leave is available only for scheduled work days and cannot be used in conjunction with any scheduled day off.

Section 7.5. Military Leave.

Military leave shall be granted in accordance with applicable law, and this leave shall not be charged against vacation or sick leave. The employee will be compensated by the Village for the difference between his/her military compensation and his/her normal salary, less normal payroll deductions, for up to two (2) weeks per year.

Section 7.6. Combination of Leaves.

Affected employees may combine the use of compensatory time, trade days, personal days and vacation days, provided that no employee may use combined leave days for a period in excess of 21 consecutive calendar days at one time.

**ARTICLE VIII****INSURANCE AND DEATH BENEFITS**Section 8.1. Insurance.

Employees may elect to participate in any health and hospital insurance plan(s) selected and made available from time to time by the Village. Such plan(s) shall include dental coverage as selected by the Village and group term life insurance in the amount of \$50,000. Each employee who participates in a Village selected plan must contribute toward the cost of such insurance in the monthly amounts set forth in APPENDIX A1. The parties acknowledge that the Union has agreed to contribute towards the payments of insurance premiums on a percentage basis commencing the Plan year 2020 as set forth in Appendix A1. The Village agrees that the actual monthly premium contribution will be based on the percentage defined in Appendix A1. At no time will the actual monthly contributions exceed 8% of the prior calendar year's monthly contribution rate.

The Village shall pay the remaining premium costs. The Village retains the sole right to select the health/hospital plan made available to employees. However, if during the life of this Agreement the Village intends to select a health/hospital plan that does not provide reasonably comparable benefits, it shall advise the Chapter and the parties will negotiate regarding the provision of this Section.

The parties agree that the Orthodontic Child Lifetime Benefit will increase WILL REMAIN \$1250 at no additional cost to covered employees.



Section 8.2. Health Insurance Review Committee.

The parties shall meet a minimum of twice per calendar year to discuss issues regarding health insurance coverage and costs, unless both parties agree that such meetings are not necessary. Each party will create their own committee of up to two (2) persons, upon request of either party, a meeting shall be set on a mutually agreeable date, with a proposed written agenda for topics of discussion to be sent by the party.

Section 8.3. Retirees Health Insurance.

All full time police officers of the Village of Tinley Park hired on or before May 1, 2013, upon obtaining twenty (20) years of service with the Village's Police Department and upon obtaining the age of fifty (50) years of age and who are retired, regardless of their age at the time of retirement, from the Tinley Park Police Department, and who are without the benefit of any group health and accident insurance coverage, whether public or private, shall be eligible upon retirement from the Village to apply for coverage under the Village's group health insurance plan.

Retired full time police officers, who have become covered by health and accident coverage, whether public or private, other than the coverage offered by the Village, shall be eligible, without objection by the Village, to return to the current Village group health insurance plan, if allowed by the plan. However, it is understood that the retired full time police officers shall need to meet all of the following criteria, and obtain the approval of the Village's health insurance carrier, to be eligible to return to the Village's group health insurance plan:

1. The retired full time police officer must meet the criteria, as described in Ordinance No. 77-O-015, specifically being that he or she (1) has retired, regardless of age at the time of retirement, (2) has 20 years of credible service with the Village of Tinley Park; (3) has attained the age of fifty (50) years; and (4)

- is without the benefit of any group health and accident insurance coverage, whether public or private;
2. The retired full time police officer must have had continuous health and accident coverage for the entire period of time he or she was not covered by the Village's group health insurance plan or provide certificate of eligibility (physical). The Village reserves the right to request evidence of said coverage;
  3. The retired full time police officer shall provide the Village six (6) months of advanced notice of his or her intention to return to the Village's group health insurance plan when possible. The retired full time police officer must provide notice of his or her intention to return to the Village's group health insurance plan a minimum of thirty (30) days when unforeseen circumstances have occurred. The notification of the retired officers intention to return to the plan shall be in writing and submitted directly to the Village Manager.
  4. It is understood that the retired full time police officer, if allowed coverage by the Village's insurance carrier, shall be provided the same coverage options as provided in the most current collective bargaining agreement between the Village and the Union. This includes the option to change coverage during open enrollment.
  5. The retired full time police officer shall be required to pay the sum of one-half ( $\frac{1}{2}$ ) of the costs to the Village to provide health and accident coverage to the retired full time police officer.
  6. In addition, until the retiree is eligible for AARP coverage, the Village shall contribute, in addition to 50% of the premium cost, \$60 per month toward the

retiree's cost for health insurance for those covered officers retiring with at least 20 years of service and 50 years of age.

7. When any such retired full time police officer is eligible for Medicare or Medicaid or similar health and accident insurance programs, then such officer shall not be entitled to any of the benefits of this Section 8.3, except for participation in a supplemental plan as allowed by Ordinance No. 77-O-015.

Section 8.4. Killed In The Line Of Duty Benefits.

In the event that any police officer is killed in the line of duty or suffers a catastrophic injury while on duty or in the performance of duty, or while performing a police function, the Village shall pay to the officer or the officer's family all benefits as provided by current state law including burial expenses up to \$7,500.00 and provide his dependents including widow/widower and all minor children who are without the benefit of health/hospital insurance, with the opportunity to continue participation in the Village selected health and hospital insurance plan on the same basis and under the same terms and conditions as would have existed had the officer not been killed and continued in the employ of the Village, provided that such participation is not prohibited by the terms of the plan. In the event that participation in the Village plan is prohibited, the Village shall pay to the deceased officer's eligible dependents a sum equal to that which the Village would have paid for dependent health/medical insurance had the officer not been killed and continued in the employ of the Village.

"In the line of duty" or "while performing a police function" is understood to include the performance of duty outside the officer's normal work shift and while not being compensated by the Village, whether or not the officer is in uniform. These situations include, but are not limited

to, providing assistance in locating criminal subjects, motorist assistance, and providing additional police assistance when needed for the Village of Tinley Park.

## ARTICLE IX UNIFORM

### ALLOWANCE

#### Section 9.1. Uniform Allowance.

A uniform allowance in the amount of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per year shall be paid to the individual officers in the month of May of each contract year, as set forth below:

Patrol Officers shall use such funds to obtain among other items the following items which may be changed from time to time by the Chief:

Plastic flashlight	Tie
Badge	Jacket (chill chaser)
Silver or gold hat cord	Rain coat
Bullets	Fur cap
Off duty holster	Garrison belt
Off duty star	Holster
Long sleeve shirt	Belt keeper
Short sleeve shirt	Handcuff case
Trousers	Ammo magazine pouch
Jacket	Handcuffs
Baton	Baton Ring
5 Star uniform hat	Plastic whistle
Name tags for shirt and jacket	Rain cover
Necessary repairs or alterations on required uniform apparel	Ticket book holder

Patrol Officers assigned on a continuing basis, to special duty, i.e., investigative services, crime prevention, support services, etc., shall not be limited to those items of purchase enumerated above.

In the event that during the term of this Agreement the Village requires a major uniform change for all officers to take effect on a date certain rather than at the time of when replacement would be necessary or should the Village require officers to obtain a new uniform item or equipment item not required in the Department prior to May 1, 1994, then the Village shall, in addition to the clothing allowance provided for herein, pay the cost of the ordered major uniform change or new item.

Section 9.2. Body Armor Vests.

The Village shall upon the request of an officer, provide said officer with a body armor vest of the officer's own choosing provided, however, that if the cost of any vest selected by the officer is more than ten (10) percent higher than the cost of a level IIA vest from the Village vendors, the officer shall pay the additional cost beyond ten (10) percent. The Village shall replace existing vests every five (5) years. Vests will be provided at the Village's expense to those officers making a request pursuant to this section. Officers obtaining vests pursuant to this section shall be required by the Village to wear said vests while on duty. Nothing herein prohibits management from ordering the wearing of body armor vests in any high risk situation.

Section 9.3. Purchase of New Uniforms.

The Village shall make a one time purchase of new uniforms for a newly hired employee as outlined in APPENDIX "G".

## ARTICLE X

### HOURS OF WORK AND OVERTIME

#### Section 10.1. Work Period/Normal Workweek and Workday.

The Village established a regularly recurring period of seven (7) consecutive days as the regular work period for each Patrol Officer. The beginning date of this regular work period may be changed provided the change is intended to be permanent at the time that it is made. Within an established work period, the normal workweek shall consist of forty (40) hours per week subject to the last paragraph of this Section 10.1. The normal workday may consist of ten (10) hours, eight (8) hours, or some other combination as determined by the Chief of Police to be in the best interests of the Village and the Department. The normal workweek shall commence at the start of the first regularly scheduled duty day in any seven (7) consecutive day period (168 consecutive hours) which may begin on any day of the calendar week and enter into the next calendar week. Where there is a change in shifts and/or scheduled off duty days, the commencement of the first regularly scheduled duty day of the new workweek shall terminate the preceding workweek.

Preferred Division and Shift selection shall be offered to patrol officers by descending seniority until the designated divisions and shifts have been staffed to the proper levels. This does not preclude the right to adjust and balance the selections in this process based upon the levels of experience of the officers on a particular shift and/or division.

#### 10.1.5 Ten Hour Workday.

Notwithstanding the paragraphs above, the Village agrees to maintain the current forty (40) hour work week based upon a four (4) day, ten (10) hour schedule for the duration of this contract. The four/ten (4/10) schedule will only be applicable to those divisions/units that operate on such a schedule on the date this agreement is executed by both parties. This language

does not apply to any division which operates on a different work schedule. Officers assigned to replace manpower shall work the zone assignment of the officer they are replacing, IF such zone assignment is already designated on the schedule at the time the replacement is made.

Section 10.2. Overtime Pay.

Each Patrol Officer covered by this Agreement shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all hours of work in excess of forty (40) in a regular 7-day work period. Hours of work include all time that a Patrol Officer is required to be on duty whether scheduled or unscheduled provided, however, that time worked as the result of "trading time" pursuant to the provisions of Section 10.6 below shall not be considered hours of work for the purpose of overtime pay. Paid absences from work, excluding, however, sick leave, shall be considered as "hours of work" for purposes of calculating overtime pay. Unpaid absences are not "hours of work" for purposes of overtime pay.

Overtime assignments for which there is more than one and one-half hours' notice shall be offered by seniority to covered officers. Any assignments not filled by a volunteer shall be assigned by reverse seniority. Nothing herein shall be construed to require the Village to fill any vacancy that may from time to time occur. The Village possesses the absolute right to assign overtime work and Patrol Officers must work overtime as assigned by the Village. The Village will not order a patrol officer to fill a vacancy created by the absence of a Sergeant. (These provisions are to implement the overtime assignment procedure in effect as of May 1, 1998).

Section 10.3. Compensatory Time.

A Patrol Officer may elect to have earned overtime credited to a compensatory time-off account rather than to be paid for such overtime. No Patrol Officer shall be allowed to accumulate over seventy-five (75) hours of compensatory time. Compensatory time shall be paid at the rate of one and one-half (1-1/2) hours for each overtime hour of work over 40 in any

regular 7-day work period. Compensatory time off may be taken only with the approval of the Patrol Officer's supervisor based upon existing manpower needs. Requests for compensatory time must be made at least 24 hours in advance unless the supervisor grants approval without such notice. Requests for use of compensatory time may not be made more than six (6) months in advance of the dates requested for use. Requests for use of compensatory time off shall not be unreasonably withheld. Compensatory hours may be carried over from year to year.

Section 10.4. Court Time.

Time spent in court (including travel to and from court) pursuant to job duties shall be compensated in the same manner as scheduled on-duty time. Covered officers shall be compensated for a minimum of two (2) hours for time spent at the Bridgeview or Markham Court Houses. Covered officers shall be compensated for a minimum of two and one-half (2-1/2) hours for time spent at the Will County Court House.

Normal travel time to court in Joliet is 1/2 hour each way. Normal travel time to court at the Daley Center or 26th and California is 1 hour each way.

When a Patrol Officer is subpoenaed for a civil case and when such subpoena arises directly from the performance of job duties as an officer in the Tinley Park Police Department, the Patrol Officer shall be paid at the regular rate for all court time spent in response to the subpoena. It is understood that any extraordinary expenses incurred by the Officer will be reimbursed by the Village upon proper submittal of receipts documenting such extraordinary expenses, i.e., transportation costs, parking fees, etc. It is understood that reimbursement of expenses will be viewed in a limited manner and will not be extended to such items as meals or any other expenses that would normally arise in an Officer's performance of his duties. Further, it is understood that Officers will submit all witness fees to the Village that result from their participation in court-related matters. If such fees are not timely submitted, no court-time



payment will be made by the Village provided, however, if the subpoena fee exceeds the payment to be made by the Village, the Patrol Officer shall have the option to retain the subpoena fee in lieu of the payment provided for herein.

Section 10.5. Training Time.

Patrol Officers covered by this Agreement who are required to attend a training program shall be considered at work while engaged in such training and accordingly, they shall be compensated for such hours of training in the same manner as other hours of duty.

Section 10.6. Trading of Work Shifts.

Patrol Officers shall have the right to request trading of work shifts on a limited basis. A Patrol Officer may initiate unlimited trades, provided that the officer may not trade more than four (4) consecutive shifts with the same person. Responsibility for the trade is with the officer who is to work the shift. Once an officer agrees to work a trade shift, any failure to completely fulfill such an obligation will result in discipline of the officer who accepted the trade request. All such requests shall be made in writing and approved by both the Patrol Officer's Supervisors. The written request must normally be submitted no less than three (3) working days prior to the day upon which the first trade is to occur provided, however, that the Officer's Supervisors may, in extenuating circumstances, approve the trade without such notice. It is understood that these requests will be given due consideration by the Supervisors and denial must be based on legitimate departmental manpower needs. It is further understood that once a trade has been made, the party accepting the trade will be held totally responsible for covering the shift that he has agreed to cover. Trading of duty shifts under the provisions of this section is voluntary as between the Patrol Officers involved and is permitted for the benefit and convenience of the officers. The Village shall maintain a record of all such trades. Any shift traded hereunder may be paid back within twelve (12) months but in all cases, the day must be traded back no later than the last day of the calendar year in which the trade was initiated.

Section 10.7. No Pyramiding.

This Article is intended to define the normal hours of work, the regular work period and provide the basis for overtime calculation. It shall not be construed as a guarantee of hours of work per day or per week or per regular work period. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 10.8. Call Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled work hours. Employees who are required to work a call-back assignment shall be compensated at the officer's applicable overtime or straight-time rate of pay for all hours worked, with a minimum of two (2) hours compensated.

## **ARTICLE XI GENERAL**

### **PROVISIONS**

Section 11.1. Right to Join or Not to Join.

Employees included in the appropriate bargaining unit set forth in Article 1 of this Agreement shall have the right to join or refrain from joining the Association. The Village and the Chapter agree not to interfere with the rights of employees to become or not become members of the Chapter and, further, that there shall be no discrimination or coercion against any employee because of Chapter membership or non-membership. Nothing contained in this Agreement shall be construed to prohibit individual employees from presenting grievances to the Village; provided, however, that the settlement of any such grievance shall not be inconsistent with the terms of this Agreement.

Section 11.2. Personnel Files.

Upon appropriate request, an employee may inspect his personnel file subject to the following:

- A. Inspection shall occur at a time and in a manner mutually acceptable to the employee and the Village. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to said grievance may have an association official present during such inspection.
- B. Copies of materials in his personnel file shall be provided an employee upon request if such materials are to be used in the processing of a grievance at the third step. The employee shall bear the cost of duplication.
- C. An employee shall be provided a copy of the evaluation form used for the purpose of evaluating him at no cost to the employee.
- D. Pre-employment information, e.g., reference checks and responses, or information provided the Village with the specific request that it remain confidential shall not be subject to inspection or copying.

Written reprimands shall remain in an Officer's personnel file for the length of time commensurate with the offense as set forth in Appendix B. Written reprimands shall be removed based on the schedule attached hereto as Appendix B.

#### Section 11.3. Bulletin Board.

The Village shall provide, within the Patrol Officer=s squad room, twenty-four inch by twenty-four inch space for a Chapter-provided bulletin board to be used exclusively for the posting of official notices. Such notices, which shall be non-political and non-inflammatory in nature, shall be delivered to the Chief for his approval prior to posting. The Chief shall not unreasonably withhold approval of notices which are in compliance with this Article.

#### Section 11.4. Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twelve (12) months of work, excluding time spent in school. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated in accordance with procedures established by the Civil Service Commission, without cause at the sole discretion of

the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Civil Service Commission to contest such a suspension, layoff or termination. An employee is not required to comply with the Village residency policy until the employee has completed the probationary period.

Section 11.5. Light Duty.

Covered employees suffering from a duty or non-duty-related injury or illness may be assigned to light duty pursuant to the terms and conditions of the existing Village of Tinley Park Modified Duty Policy. However, no covered officer shall be required to work a light duty shift other than that to which he/she was assigned prior to the injury or illness requiring light duty assignment, unless said officer voluntarily accepts said assignment.

Section 11.6. Residency.

All employees covered by this Agreement shall, as a condition of employment and continued employment, be required to reside within a 30-mile radius measured from any border or village limit of Tinley Park within 12 months of employment date. . Employees who choose to reside within the Village limits will have the benefit of Project 75. Residency in Indiana is not permitted. Waivers to this requirement may be approved by the Village Board. If the Village waives the residency requirement for any other employee group after the effective date of this Agreement, it will waive it for the employees covered by this Agreement as well.

Section 11.7. Part Time Officers.

The Village agrees that all part time officers hired by the Village will be covered by the terms and conditions set forth in Appendix C, attached hereto and made a part hereof, for the duration of this Agreement.

Section 11.8. Community Service Officers

The parties agree that Community Service Officer (CSO) shall be permitted to perform administrative duties and shall not be permitted to perform criminal investigations, criminal reports or traffic crash reports.

**ARTICLE XII**

**FAIR SHARE AND DUES DEDUCTION**

Section 12.1. Dues Deduction.

Upon receipt of lawful written authorization from employees covered by this Agreement, the Village agrees to deduct from their salary the regular uniform Union membership dues during the term of this Agreement. A copy of the dues deduction authorization that is to be utilized is attached hereto as Appendix D. Signing of the dues deduction authorization is voluntary with the individual employee and any dues deduction authorization which is signed shall be revocable at any time by the employee. The dues shall be forwarded to the individual designated by the Union to receive such deductions. The regular uniform Union membership dues to be deducted will be certified in writing by the Union to the Village.

Section 12.2. Indemnity.

The Chapter agrees to indemnify and hold the Village harmless against any and all claims, suits, orders or judgments brought or issued against the Village as a result of any action taken or not taken by the Village under any of the provisions of this Article, except if the Village initiates or prosecutes such action.

**ARTICLE XIII**

**WAGES**

Section 13.1. Salary Schedule.

The minimum monthly salary effective from May 1, 2016 through April 30, 2024, is as follows:

Effective:

	Base	5/1/2020 (2.0%)	5/1/2021 (2.0%)	5/1/2022 (2.25%)	5/1/2023 (2.55%)
Start	35.12	35.82	36.54	37.36	38.31
End of 1st Year	37.43	38.18	38.94	39.82	40.83
End 2nd Year	39.92	40.72	41.53	42.47	43.55
End 3rd Year	42.54	43.39	44.26	45.25	46.41
End 4th Year	45.35	46.26	47.18	48.24	49.47
End 5th Year	48.32	49.29	50.27	51.40	52.71

Section 13.2. Investigator Compensation.

In addition to the above, all Patrol Officers assigned to the Investigative Division shall receive an additional stipend of \$2,000.00 during each contract year of this Agreement. This additional remuneration will be paid on a bi-weekly basis and will be discontinued immediately upon the Patrol Officers no longer being assigned to the Investigative Division or when such Patrol Officer is on assignment to some other organization.

In the event the scheduled standby week is vacant without a normally scheduled Investigator, all Investigators who are assigned to the standby rotation list will take one day of the week by seniority until the week is filled. In the event that standby days are not filled, the Investigator assigned to the standby rotation list with the least seniority will be assigned the remainder of the unfilled days.

Section 13.3. Service Longevity.

For employees hired prior and subsequent to the effective date of this Agreement, salary and wage recognition will be accorded each such employee on the basis of service longevity independent of, but in addition to, that accorded as base pay or merit pay as follows:

Effective May 1, 2009 and thereafter:

<u>Period of Employment</u>	<u>Increment for Service Longevity</u>
5- 9 years of employment	\$80.00 per month
10 - 15 years of employment	\$140.00 per month
15 - 18 years of employment	\$200.00 per month
19+ years of employment	\$260.00 per month

Effective May 1, 2014 and thereafter:

<u>Period of Employment</u>	<u>Increment for Service Longevity</u>
5- 9 years of employment	\$85.00 per month
10 - 15 years of employment	\$145.00 per month
15 - 18 years of employment	\$205.00 per month
19+ years of employment	\$265.00 per month

Section 13.4. Educational Incentive Compensation.

Employees who presently hold, or who subsequently obtain, college course credits as described below in police-related subjects approved in advance by the Chief of Police shall receive annual educational incentive compensation, which shall not be cumulative, as follows:

Effective May 1, 2009 and thereafter:

<u>Completion of:</u>	<u>Compensation for Month</u>
BA/BS Degree	\$220.00
60 hours of college credit	\$160.00
45 hours of college credit	\$100.00
30 hours of college credit	\$80.00
15 hours of college credit	\$40.00

Section 13.5. Extra Compensation for Marksmanship Proficiency.

Patrol Officers covered by this Agreement shall receive, in addition to any other payments, marksmanship proficiency payments payable as a lump sum payment on or before April 15 of each year for obtaining a verified shooting score annually under Village supervision as follows:

<u>Score</u>	<u>Compensation Per Month</u>
Seventy percent (70%) on the applicable course of fire.	\$ 6.00
Eighty percent (80%) on the applicable course of fire.	\$ 8.00
Ninety percent (90%) on the applicable course of fire.	\$10.00

This applicable course of fire shall be the "Illinois State Training Standard Qualification."



Section 13.6. Officer in Charge.

When that employee is required to serve as an acting supervisor, the employee will receive additional pay equal to the existing low base pay for sergeants or 5 percent of the employee's base hourly rate, whichever is higher, provided, however, that when an employee is assigned to serve as an acting supervisor and does so serve for a period in excess of four consecutive weeks, the employee will receive additional pay equal to the existing low base pay for sergeants or 10 percent of the employee's base hourly rate for that period of time during which he is, without interruptions, so assigned to act as a supervisor, whichever is higher. Acting pay will be given only for hours worked as an "acting supervisor" and shall be calculated to the nearest full hour. Additional pay hereunder shall be accumulated and paid annually in the holiday payroll check as provided for in Section 7.1 of this Agreement. Officers in Charge shall be selected by the supervisor or designee reasonably taking into consideration the candidate's seniority, overall experience and competency.

Section 13.7. Field Training.

A field training officer shall receive additional pay of five (5) hours at 1.5 times his regular rate of pay for each eighty (80) hours of time spent in field training another officer. Affected officers who work less than eighty (80) hours shall be paid for all hours worked on a pro rata basis. This additional compensation shall be paid as part of the officer's regular payroll check.

Section 13.8. Canine Officer.

The Village, the Village's Police Department and the Union:

- have investigated the amount of time it takes an employee assigned to Canine or K-9 officer duties to provide daily canine care;
- have developed a reasonable estimate of the time reasonably required by a Canine or K-9 Officer to provide daily care for his or her assigned canine by analyzing

the actual amount of time per day it takes a Canine or K-9 Officer to feed, groom, exercise, walk, train and perform other canine care duties;

- and seek to memorialize the manner in which the Canine or K-9 Officer will be reasonable compensated for providing daily care for his or her assigned canine.

The Village and the Union agree and acknowledge that it takes one (1) hour per day for a Canine or K-9 Officer to care for his or her assigned canine. This care includes, but is not limited to, feeding, grooming, exercising, walking and training the assigned canine.

The Village and the Union further agree and understand that whenever practical, and subject to departmental needs, one (1) hour of each shift that the Canine Officer is on duty will be used for the care of the canine. This care includes, but is not limited to, feeding, grooming, exercising, walking and training the assigned canine, as well as maintenance of the vehicle and kennel assigned to the Canine or K-9 Officer. Emergencies and calls for service will always take precedence over this provision at the direction of the Canine or K-9 Officer's supervisors.

The foregoing provision will also be in effect when the Canine or K-9 Officer is on any paid leave, including, but not limited to, compensatory time, vacation time, personal leave time or sick time, unless the canine is being boarded.

The Village and the Union further agree that the Canine or K-9 Officer will be paid one (1) hour at the Canine Officer's current rate of pay for every non-duty day he is assigned as a Canine Officer. This payment is intended to compensate the Canine or K-9 Officer for one hour of dog care responsibilities during his or her non-duty day.

In addition to any normal recordkeeping requirements during on-duty time, the Canine or K-9 Officer will also keep a detailed log of all canine care activities and responsibilities that are carried out beyond his on-duty time, complete with dates and times the duties were performed. If the time required for such duties extends beyond the Officer's normal duty day, or exceeds the one (1) hour allotted for off-duty dog care, the Village shall compensate the Canine Officer for

such time at his current rate of pay, provided that the duties were necessary and within the scope of the Canine or K-9 Officer's assignment, and the Canine or K-9 Officer has tendered to the Village a detailed log outlining the additional canine care activities performed during that pay period. The aforementioned log will be submitted along with the Officer's corresponding time sheet for that pay period.

In addition to the foregoing reasonable compensation, the Village and the Union agree that the Canine or K-9 Officer will be further reasonably compensated by the Village for canine care as follows:

- a. provision of a specially equipped department K-9 motor vehicle which may be used to transport the canine to and from the Officer's home and the Tinley Park Police Department, as well as any other locations necessary for the care or training of the canine;
- b. provision of all gasoline, insurance, equipment and maintenance for the canine vehicle;
- c. payment for any expenses related to the care of the canine, including but not limited to, veterinary care, necessary boarding or kennel fees, food, toys, canine equipment and training supplies;
- d. payment for all expenses related to the necessary training and certification of the canine; and
- e. provision and installation of a kennel at the home of the Canine or K-9 Officer for the care and convenience of the canine. This kennel will remain Village property at all times, and can be recovered or replaced at the Village's discretion.

The Village and the Union finally agree and acknowledge that the assigned Canine or K-

9 Officer will be required to enter into a separate written agreement with the Village acknowledging and memorializing the foregoing Canine or K-9 Officer compensation package and the reasonableness thereof.

Section 13.9. Extra Duty.

Pursuant to Section 7(p)(1) of the Fair Labor Standards Act, the Village administers the extra duty employment of bargaining unit members by certain separate and independent employers. A list of such extra duty employers is attached hereto as Appendix F. Extra duty assignments are performed solely at the option of the officer during off-duty hours. These extra duty assignments may include sporting events and extracurricular activities of those employers listed in Appendix F. Compensation for extra duty assignments performed by members of the bargaining unit is at the rate of \$30.00 per hour. The Village shall bill the independent employers for service provided, and establish procedures for the officers to receive their pay through the Village payroll system. Officers wishing to work extra duty assignments may place their names on the extra duty roster from which extra duty assignments may be made. While on extra duty assignments, all officers are required to observe their normal standards of conduct and shall be subject to disciplinary action for their failure to do so. Members of the bargaining unit shall be offered at least fifty (50) per cent of all extra duty assignments offered by independent employers. Extra duty assignments will be offered (by seniority) to all bargaining unit employees who have placed their names on the extra duty roster. All Bargaining Unit members are entitled to work these extra duties.

Section 13.10. Retroactivity.

Those employees employed by the Village on the date the Agreement is signed by both parties, and any employee who shall have retired from the Village of Tinley Park during the term of negotiations, shall receive the wage increases described in this Agreement on a retroactive

basis to May 1, 2020. Retroactive wage increases will be paid to each eligible employee for all hours worked and compensated between May 1, 2020, and the date of the execution of this Agreement within forty-five (45) days of the signing of this Agreement.

#### **ARTICLE XIV**

##### **EMPLOYEE DRUG AND ALCOHOL TESTING**

###### **Section 14.1. Statement of Policy.**

It is the policy of the Village that the public has the absolute right to expect persons employed by the Village in its Police Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purpose of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

###### **Section 14.2. Prohibitions.**

Officers shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the workday or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Section 14.3. Drug and Alcohol Testing Permitted.

Where the Village has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department.

Section 14.4. Order to Submit Testing.

Within twenty-four (24) hours of the time the officer is ordered to testing authorized by this Agreement, the Village shall provide the officer with a written notice setting forth the facts and interferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 14.5. Test to be Conducted.

In conducting the testing authorized by this Agreement, the Village shall:

(a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood, urine, or hair test, collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood, urine, or other sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the officer tested with an opportunity to have the additional blood, urine, or other sample tested by a clinical laboratory or hospital facility to the officer's choosing, at the officer's own expense; provided the officer notified the Village within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Village that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the undertakings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be

considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .000 and .019 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases).

(i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 14.6. Right to Contest.

If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Village of Tinley Park Board of Police Commissioners. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Village's Board of Police Commissioners, then the Chapter and/or the officer, with our without Chapter, shall have the right to contest any testing permitted by this Agreement before the Board of Police Commissioners.



Section 14.7. Voluntary Request for Assistance.

The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem not involving or related to criminal activity because of the officer's voluntary actions, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The officer was not under investigation for illegal drug use or abuse o alcohol, or in such a circumstance that such investigation was imminent.

(b) The officer agreeing to appropriate treatment as determined by the physician(s) involved.

(c) The officer discontinues his use of illegal drugs or abuse of alcohol.

(d) The officer completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.

(e) The officer agrees to submit to suspicionless testing during hours of work during the prescribed period of treatment and aftercare discussed in (d) above.

Officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined by the attending medical authority(s) that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others.

Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

## **ARTICLE XV**

### **BILL OF RIGHTS**

All members of the bargaining unit are entitled to the rights provided by the Uniform Peace Officers Disciplinary Act (commonly known as Peace Officers Bill of Rights), 50 ILCS 725/1 et seq, provided, however, that this clause shall have no effect if said Act is repealed or declared invalid. Any alleged violation of this article shall not be subject to the grievance procedure unless and until the grieving and an authorized representative of the Chapter each voluntarily executes a binding waiver of any right to sue the Village in any administrative forum or court of law alleging a violation of Chapter 85 Section 2551 et seq., arising from the events giving rise to the grievance. It is the express intent of the parties that any alleged violation of the Peace Officers Bill of Rights be subject to determination only by one forum. In addition, all employees covered by this Agreement are hereby informed that they have the right to Union representation in any interview or interrogation that they reasonably believe could result in disciplinary action against them, commonly known as Weingarten rights.

## **ARTICLE XVI**

### **ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees

that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE XVII**

### **SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or orders, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE XVIII**

### **TERM OF AGREEMENT**

This Agreement shall become effective as of the first day after it is signed by both parties, and shall terminate at 11:59 p.m. on April 30, 2024. Either the Village or the Chapter may give written notice to the other party of its desire to modify or terminate this Agreement and to renegotiate an agreement for subsequent years. Said notice shall be given at least ninety (90) days prior to the termination of the agreement. In the event that this notice is not so given, this contract shall be deemed automatically renewed for an additional year and from year to year thereafter until such written notice is given. This Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement, or part thereof, between the parties.

Metropolitan Alliance of Police,  
Tinley Park Police Chapter #192

Village of Tinley Park, Illinois

By: \_\_\_\_\_  
KEITH GEORGE, President  
Metropolitan Alliance of Police

By: \_\_\_\_\_  
JACOB VANDENBERG,  
Village Mayor

\_\_\_\_\_  
RAYMOND VIOLETTO, President  
M.A.P. Tinley Park Chapter #192

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Village Clerk


**APPENDIX A1**

Plan	HMO	PPO	Blue Advantage
2020	10% Employee contribution	10% Employee contribution	10% Employee contribution
2021	11% Employee contribution	11% Employee contribution	11% Employee contribution
2022	12% Employee contribution	12% Employee contribution	12% Employee contribution
2023	12% Employee contribution	12% Employee contribution	12% Employee contribution

**APPENDIX A2  
(SUMMARY PLAN BENEFIT SHEETS)**

**The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at <https://policy-srv.box.com/s/w71ouzewdncpu30mc26gy9n6sj97zjs6>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/Downloads/UG-Glossary-508-MM.pdf> or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
<b>What is the overall deductible?</b>	For <u>In-Network</u> : \$500 Individual/\$1,500 Family For <u>Out-of-Network</u> : \$1,500 Individual/\$4,500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
<b>Are there services covered before you meet your deductible?</b>	Yes. Certain <u>preventive care</u> , services that charge a <u>copay</u> , and <u>prescription drugs</u> are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	Yes. \$300 <u>deductible</u> for <u>Out-of-Network</u> hospital admission. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
<b>What is the out-of-pocket limit for this plan?</b>	For <u>In-Network</u> : \$1,000 Individual/\$3,000 Family For <u>Out-of-Network</u> : \$3,000 Individual/\$6,000 Family <u>Prescription drug</u> expense limit: \$1,000 Individual/\$3,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
<b>What is not included in the out-of-pocket limit?</b>	<u>Premiums</u> , <u>balanced-billed charges</u> , and healthcare this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call 1-800-892-2803 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a referral to see a specialist?</b>	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	Virtual Visits: \$25 <u>copay</u> /visit; <u>deductible</u> does not apply. See your benefit booklet* for details.  Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency or routine vision exams are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	40% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/w71ouzwdncpu30mc26gy9n6sj97zjs6>.



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsil.com">www.bcbsil.com</a> .	Generic drugs	\$15 <u>copay</u> /prescription (retail) \$30 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$15 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Rx <u>Out-of-Pocket Expense Limit</u> \$1,000 Individual/\$3,000 Family  30-day supply at Retail 90-day supply at Mail Order
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$40 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	For <u>Out-of-Network drug provider</u> , you are responsible for 25% of the eligible amount after the <u>copay</u> .
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order); <u>deductible</u> does not apply	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	<u>Specialty drugs</u>	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	\$60 <u>copay</u> /prescription (retail); <u>deductible</u> does not apply	<u>Specialty drugs</u> coverage based on group policy. Specialty retail limited to 30-day Supply. Prior <u>authorization</u> may be required.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	\$250 <u>copay</u> /visit	\$250 <u>copay</u> /visit	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/w71ouzewdncpu30mc26gy9n6sj97zjs6>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required. See your <u>benefit booklet*</u> for details.
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	\$25 <u>copay/visit</u> ; <u>deductible</u> does not apply	40% <u>coinsurance</u>	Virtual Visits: \$25 <u>copay/visit</u> ; <u>deductible</u> does not apply. PCP <u>copay</u> applies to psychotherapy only. <u>Preauthorization</u> required. See your <u>benefit booklet*</u> for details.
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> required.
<b>If you are pregnant</b>	Office visits	\$25 <u>copay/visit</u> ; <u>deductible</u> does not apply	40% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 <u>deductible</u> per admission <u>Out-of-Network providers</u> .

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/w71ouzewdncpu30mc26gy9n6sj97zjs6>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you need help recovering or have other special health needs</b>	<u>Home health care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 deductible per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Limited to 70 visits per benefit period for occupational therapy, 45 visits per benefit period for speech therapy, and 65 visits per benefit period for physical therapy. <u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 deductible per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>DME</u> benefits are provided for both purchase and rental equipment (up to the purchase price). <u>Preauthorization</u> may be required.
	<u>Hospice services</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	\$300 deductible per admission <u>Out-of-Network providers</u> . <u>Preauthorization</u> may be required.
<b>If your child needs dental or eye care</b>	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/w71ouzewdncpu30mc26gy9n6sj97zjs6>.



**Excluded Services & Other Covered Services:**

<b>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</b>		
<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Cosmetic surgery</li> <li>• Custodial care</li> </ul>	<ul style="list-style-type: none"> <li>• Dental care (Adult)</li> <li>• Long term care</li> <li>• Routine eye care (Adult)</li> </ul>	<ul style="list-style-type: none"> <li>• Routine foot care (with the exception of person with diagnosis of diabetes)</li> <li>• Weight loss programs</li> </ul>
<b>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</b>		
<ul style="list-style-type: none"> <li>• Bariatric surgery</li> <li>• Chiropractic care (limited to 30 visits per calendar year)</li> <li>• Infertility treatment</li> </ul>	<ul style="list-style-type: none"> <li>• Hearing aids</li> <li>• Most coverage provided outside the United States. See <a href="http://www.bcbsil.com">www.bcbsil.com</a>.</li> </ul>	<ul style="list-style-type: none"> <li>• Non-emergency care when traveling outside the U.S.</li> <li>• Private-duty nursing (with the exception of inpatient private duty nursing)</li> </ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-892-2803, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

**Does this plan provide Minimum Essential Coverage? Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-2803.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-2803.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-892-2803.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-892-2803.

—————To see examples of how this plan might cover costs for a sample medical situation, see the next section.—————

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/w71ouzewdncpu30mc26gy9n6sj97zjs6>.

About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$500
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

**This EXAMPLE event includes services like:**  
 Specialist office visits (prenatal care)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (ultrasounds and blood work)  
 Specialist visit (anesthesia)

**Total Example Cost \$12,800**

**In this example, Peg would pay:**

<u>Cost Sharing</u>	
Deductibles	\$500
Copayments	\$0
Coinsurance	\$500
<u>What isn't covered</u>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$1,060</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

**This EXAMPLE event includes services like:**  
 Primary care physician office visits (including disease education)  
 Diagnostic tests (blood work)  
 Prescription drugs  
 Durable medical equipment (glucose meter)

**Total Example Cost \$7,400**

**In this example, Joe would pay:**

<u>Cost Sharing</u>	
Deductibles	\$500
Copayments	\$500
Coinsurance	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$1,060</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist copayment \$50
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

**This EXAMPLE event includes services like:**  
 Emergency room care (including medical supplies)  
 Diagnostic test (x-ray)  
 Durable medical equipment (crutches)  
 Rehabilitation services (physical therapy)

**Total Example Cost \$1,900**

**In this example, Mia would pay:**

<u>Cost Sharing</u>	
Deductibles	\$500
Copayments	\$400
Coinsurance	\$100
<u>What isn't covered</u>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1,000</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.



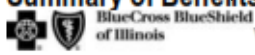


BlueCross BlueShield of Illinois

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To speak to an interpreter, call the customer service number on the back of your member card. If you are not a member, or don't have a card, call 855-710-6984.

العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، فليدك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث إلى مترجم فوري، اتصل على رقم خدمة العملاء المذكور على ظهر بطاقة عضويتك. فإن لم تكن عضواً، أو كنت لا تملك بطاقة، فتصل على 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請致電印在您的會員卡背面的客戶服務電話號碼。如果您不是會員，或沒有會員卡，請致電 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, composez le numéro du service client indiqué au verso de votre carte de membre. Si vous n'êtes pas membre ou si vous n'avez pas de carte, veuillez composer le 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Kundenservicenummer auf der Rückseite Ihrer Mitgliedskarte an. Falls Sie kein Mitglied sind oder keine Mitgliedskarte besitzen, rufen Sie bitte 855-710-6984 an.
Ελληνικά Greek	Εάν εσείς ή κάποιος που βοηθάτε έχετε ερωτήσεις, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς χρέωση. Για να μιλήσετε σε έναν διερμηνέα, καλέστε τον αριθμό εξυπηρέτησης πελατών που αναγράφεται στο πίσω μέρος της κάρτας μέλους σας. Εάν δεν είστε μέλος ή δεν έχετε κάρτα, καλέστε τον αριθμό 855-710-6984.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવી કોઈ બીજી વ્યક્તિને એસ.બી.એમ. દુભાષિયા સાથે વાત કરવા માટે, તમારા સભ્યપદના કાર્ડની પાછળ આપેલ ગ્રાહક સેવા નંબર પર કોલ કરો. જો આપ સભ્યપદ ના ધરાવતા હોવ, અથવા આપની પાસે કાર્ડ નથી તો 855-710-6984 નંબર પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए ग्राहक सेवा नंबर पर कॉल करें। यदि आप सदस्य नहीं हैं, या आपके पास कार्ड नहीं है, तो 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il servizio clienti al numero riportato sul lato posteriore della tua tessera di socio. Se non sei socio o non possiedi una tessera, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 회원 카드 뒷면에 있는 고객 서비스 번호로 전화하십시오. 회원이 아니시거나 카드가 없으시면 855-710-6984 으로 전화하십시오.
Diné Navajo	T'áá ni, éi doodago ta'da biká anánilwo'ígíí, na'idííkdígo, ts'idá bee ná ahóótí'i' t'áá níí'k'e níká a'doolwoł. Ata' halne'i bich'i'í hadeesdzih ninizingo éi kwe'é da'iniishgi áká anídaalwo'ígíí bich'i'í hodíílnih, bee nééhózinii bine'déé' bikáá'. Kojí atah naaltsoos ná hadít'éégóó éi doodago bee nééhózinígíí ádingo kojí'í hodíílnih 855-710-6984.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer podany na odwrocie karty członkowskiej. Jeżeli nie jesteś członkiem lub nie masz przy sobie karty, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы поговорить с переводчиком, позвоните в отдел обслуживания клиентов по телефону, указанному на обратной стороне вашей карточки участника. Если вы не являетесь участником или у вас нет карточки, позвоните по телефону 855-710-6984.
Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete comuníquese con el número del Servicio al Cliente que figura en el reverso de su tarjeta de miembro. Si usted no es miembro o no posee una tarjeta, llame al 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulongan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa numero ng serbisyo para sa kustomer sa likod ng iyong kard ng miyembro. Kung ikaw ay hindi isang miyembro, o kaya ay walang kard, tumawag sa 855-710-6984.
اردو Urdu	گر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، کسٹمر سروس نمبر پر کال کریں جو آپ کے کارڈ کی پشت پر درج ہے۔ اگر آپ ممبر نہیں ہیں، یا آپ کے پاس کارڈ نہیں ہے تو، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị hoặc người mà quý vị giúp đỡ có bất kỳ câu hỏi nào, quý vị có quyền được hỗ trợ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, gọi số dịch vụ khách hàng nằm ở phía sau thẻ hội viên của quý vị. Nếu quý vị không phải là hội viên hoặc không có thẻ, gọi số 855-710-6984.


<p><b>Health care coverage is important for everyone.</b></p> <p>We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.</p>	
<p>To receive language or communication assistance free of charge, please call us at 855-710-6984.</p>	
<p>If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a <u><a href="#">grievance</a></u>.</p>	
<p>Office of Civil Rights Coordinator 300 E. Randolph St. 35th Floor Chicago, Illinois 60601</p>	<p>Phone: 855-664-7270 (voicemail) TTY/TDD: 855-661-6965 Fax: 855-661-6960 Email: <a href="mailto:CivilRightsCoordinator@hcsc.net">CivilRightsCoordinator@hcsc.net</a></p>
<p>You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:</p>	
<p>U.S. Dept. of Health &amp; Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201</p>	<p>Phone: 800-368-1019 TTY/TDD: 800-537-7697 Complaint Portal: <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a> Complaint Forms: <a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a></p>



**Village of Tinley Park: HMO Plan**


**Coverage Period: 10/01/2020 – 09/30/2021**

**Coverage for: Individual + Family | Plan Type: HMO**

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at <https://policy-srv.box.com/s/05vblugleuipr6ih3ol6qd1g119wi3ka>.  
For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/Downloads/UG-Glossary-508-MM.pdf> or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
<b>What is the overall deductible?</b>	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
<b>Are there services covered before you meet your deductible?</b>	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet <u>deductibles</u> for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	\$1,500 Individual/\$3,000 Family Prescription drug expense limit: \$1,000 Individual/\$2,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
<b>What is not included in the out-of-pocket limit?</b>	<u>Premiums</u> , <u>balanced-billed charges</u> , and <u>healthcare this plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call 1-800-892-2803 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a Referral to see a specialist?</b>	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>Referral</u> before you see the <u>specialist</u> .



 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or <u>Women's Principal Health Care Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsil.com">www.bcbsil.com</a> .	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. 34-day retail/90-day mail. RX <u>Out-of-Pocket</u> Expense Limit: \$1,000 Individual/\$2,000 Family. Self-injectable drugs covered at \$50 per prescription. Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	
	<u>Specialty drugs</u>	\$60 <u>copay</u> /prescription (retail)	Not Covered	

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/05vblugleuipr6ih3ol6qd1g119wi3ka>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need immediate medical attention	<u>Emergency room care</u>	\$150 <u>copay</u> /visit	\$150 <u>copay</u> /visit	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$30 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	No Charge	Not Covered	Unlimited days. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	No Charge	Not Covered	<u>Referral</u> required.

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/05vblugleuipr6ih3ol6qd1g119wi3ka>.



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you need help recovering or have other special health needs</b>	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	No Charge	Not Covered	60 visits combined for all therapies.
	<u>Habilitation services</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Skilled nursing care</u>	No Charge	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>DME</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	<u>Referral</u> required.
<b>If your child needs dental or eye care</b>	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

**Excluded Services & Other Covered Services:**

<b>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</b>		
<ul style="list-style-type: none"> <li>• Cosmetic surgery</li> <li>• Custodial care</li> <li>• Dental care (Adult)</li> </ul>	<ul style="list-style-type: none"> <li>• Long term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> </ul>	<ul style="list-style-type: none"> <li>• Private-duty nursing</li> <li>• Routine foot care (with the exception of person with diagnosis of diabetes)</li> </ul>

<b>Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)</b>		
<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Bariatric surgery</li> <li>• Chiropractic care</li> </ul>	<ul style="list-style-type: none"> <li>• Infertility treatment</li> <li>• Hearing aids</li> <li>• Most coverage provided outside the United States. See <a href="http://www.bcbsil.com">www.bcbsil.com</a></li> </ul>	<ul style="list-style-type: none"> <li>• Routine eye care (Adult)</li> <li>• Weight loss programs (except when non-medically supervised)</li> </ul>

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/05vblugleuipr6ih3ol6qd1g119wi3ka>.

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-892-2803, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

#### **Does this plan provide Minimum Essential Coverage? Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

#### **Does this plan meet the Minimum Value Standards? Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

#### **Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-2803.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-2803.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-892-2803.

Navajo (Dine): Dinek'ehgo shika a'ohwol ninisingo, kwijigo holne' 1-800-892-2803.

————— *To see examples of how this plan might cover costs for a sample medical situation, see the next section.* —————





**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) \$0
- Other \$0

**This EXAMPLE event includes services like:**

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

**Total Example Cost \$12,800**

**In this example, Peg would pay:**

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$100
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$160</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) \$0
- Other \$0

**This EXAMPLE event includes services like:**

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

**Total Example Cost \$7,400**

**In this example, Joe would pay:**

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,200
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$1,260</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$50
- Hospital (facility) \$0
- Other \$0

**This EXAMPLE event includes services like:**

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

**Total Example Cost \$1,900**

**In this example, Mia would pay:**

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$300</b>

The plan would be responsible for the other costs of these EXAMPLE covered services.



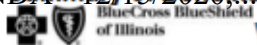
BlueCross BlueShield of Illinois

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To speak to an interpreter, call the customer service number on the back of your member card. If you are not a member, or don't have a card, call 855-710-6984.

العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، فليدك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون اية تكلفة. للتحدث إلى مترجم فوري، اتصل على رقم خدمة العملاء المذكور على ظهر بطاقة عضويتك. فإن لم تكن عضواً، أو كنت لا تملك بطاقة، فتصل على 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請致電印在您的會員卡背面的客戶服務電話號碼。如果您不是會員，或沒有會員卡，請致電 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, composez le numéro du service client indiqué au verso de votre carte de membre. Si vous n'êtes pas membre ou si vous n'avez pas de carte, veuillez composer le 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Kundenservicenummer auf der Rückseite Ihrer Mitgliedskarte an. Falls Sie kein Mitglied sind oder keine Mitgliedskarte besitzen, rufen Sie bitte 855-710-6984 an.
Ελληνικά Greek	Εάν εσείς ή κάποιος που βοηθάτε έχετε ερωτήσεις, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς χρέωση. Για να μιλήσετε σε έναν διερμηνέα, καλέστε τον αριθμό εξυπηρέτησης πελατών που αναγράφεται στο πίσω μέρος της κάρτας μέλους σας. Εάν δεν είστε μέλος ή δεν έχετε κάρτα, καλέστε τον αριθμό 855-710-6984.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવી કોઈ બીજી વ્યક્તિને એસ.બી.એમ. દુભાષિયા સાથે વાત કરવા માટે, તમારા સભ્યપદના કાર્ડની પાછળ આપેલ ગ્રાહક સેવા નંબર પર કોલ કરો. જો આપ સભ્યપદ ના ધરાવતા હોવ, અથવા આપની પાસે કાર્ડ નથી તો 855-710-6984 નંબર પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए ग्राहक सेवा नंबर पर कॉल करें। यदि आप सदस्य नहीं हैं, या आपके पास कार्ड नहीं है, तो 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il servizio clienti al numero riportato sul lato posteriore della tua tessera di socio. Se non sei socio o non possiedi una tessera, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 회원 카드 뒷면에 있는 고객 서비스 번호로 전화하십시오. 회원이 아니시거나 카드가 없으시면 855-710-6984 으로 전화하십시오.
Diné Navajo	T'áá ni, éi doodago ta'da biká anánilwo'ígíí, na'idííkdígo, ts'idá bee ná ahóótí'i' t'áá níí'k'e níká a'doolwoł. Ata' halne'í bich'í'í hadeesdzih ninizingo éi kwe'é da' iníishgi áká anídaalwo'ígíí bich'í'í hodíílnih, bee nééhózinii bine'déé' bikáá'. Kojí atah naaltsoos ná hadít'éégóó éi doodago bee nééhózinígíí ádingo kojí'í hodíílnih 855-710-6984.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer podany na odwrocie karty członkowskiej. Jeżeli nie jesteś członkiem lub nie masz przy sobie karty, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы поговорить с переводчиком, позвоните в отдел обслуживания клиентов по телефону, указанному на обратной стороне вашей карточки участника. Если вы не являетесь участником или у вас нет карточки, позвоните по телефону 855-710-6984.
Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete comuníquese con el número del Servicio al Cliente que figura en el reverso de su tarjeta de miembro. Si usted no es miembro o no posee una tarjeta, llame al 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulongan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa numero ng serbisyo para sa kustomer sa likod ng iyong kard ng miyembro. Kung ikaw ay hindi isang miyembro, o kaya ay walang kard, tumawag sa 855-710-6984.
اردو Urdu	گر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، کسٹمر سروس نمبر پر کال کریں جو آپ کے کارڈ کی پشت پر درج ہے۔ اگر آپ ممبر نہیں ہیں، یا آپ کے پاس کارڈ نہیں ہے تو، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị hoặc người mà quý vị giúp đỡ có bất kỳ câu hỏi nào, quý vị có quyền được hỗ trợ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, gọi số dịch vụ khách hàng nằm ở phía sau thẻ hội viên của quý vị. Nếu quý vị không phải là hội viên hoặc không có thẻ, gọi số 855-710-6984.


<p><b>Health care coverage is important for everyone.</b></p> <p>We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.</p>			
<p>To receive language or communication assistance free of charge, please call us at 855-710-6984.</p>			
<p>If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a <u><a href="#">grievance</a></u>.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Office of Civil Rights Coordinator 300 E. Randolph St. 35th Floor Chicago, Illinois 60601</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Phone: 855-664-7270 (voicemail) TTY/TDD: 855-661-6965 Fax: 855-661-6960 Email: <a href="mailto:CivilRightsCoordinator@hcsc.net">CivilRightsCoordinator@hcsc.net</a></p> </td> </tr> </table>		<p>Office of Civil Rights Coordinator 300 E. Randolph St. 35th Floor Chicago, Illinois 60601</p>	<p>Phone: 855-664-7270 (voicemail) TTY/TDD: 855-661-6965 Fax: 855-661-6960 Email: <a href="mailto:CivilRightsCoordinator@hcsc.net">CivilRightsCoordinator@hcsc.net</a></p>
<p>Office of Civil Rights Coordinator 300 E. Randolph St. 35th Floor Chicago, Illinois 60601</p>	<p>Phone: 855-664-7270 (voicemail) TTY/TDD: 855-661-6965 Fax: 855-661-6960 Email: <a href="mailto:CivilRightsCoordinator@hcsc.net">CivilRightsCoordinator@hcsc.net</a></p>		
<p>You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>U.S. Dept. of Health &amp; Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Phone: 800-368-1019 TTY/TDD: 800-537-7697 Complaint Portal: <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a> Complaint Forms: <a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a></p> </td> </tr> </table>		<p>U.S. Dept. of Health &amp; Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201</p>	<p>Phone: 800-368-1019 TTY/TDD: 800-537-7697 Complaint Portal: <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a> Complaint Forms: <a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a></p>
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Village of Tinley Park: BAHMO Plan

Coverage for: Individual + Family | Plan Type: HMO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at <https://policy-srv.box.com/s/yeryturjlu2yct0cpheytd3hduk80bhf>.

For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.cms.gov/CCIIO/Resources/Forms-Reports-and-Other-Resources/Downloads/UG-Glossary-508-MM.pdf> or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$1,500 Individual/\$3,000 Family Prescription drug expense limit: \$1,000 Individual/\$2,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and healthcare this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call 1-800-892-2803 for a list of participating providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a Referral to see a specialist?	Yes.	This plan will pay some or all of the costs to see a specialist for covered services but only if you have a Referral before you see the specialist.



 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$20 <u>copay</u> /visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$40 <u>copay</u> /visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your plan will pay for.
<b>If you have a test</b>	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	<u>Referral</u> required.
<b>If you need drugs to treat your illness or condition</b> More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsil.com">www.bcbsil.com</a> .	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	Not Covered	Dispensing limit may apply to certain drugs. 30-day retail/90-day mail. RX <u>Out-of-Pocket Expense Limit</u> : \$1,000 Individual/\$2,000 Family. Self-injectable drugs covered at \$50 per prescription. Certain women's <u>preventive services</u> will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Customer Service.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$80 <u>copay</u> /prescription (mail order)	Not Covered	
	Non-preferred brand drugs	\$60 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	Not Covered	
	<u>Specialty</u> drugs	\$60 <u>copay</u> /prescription (retail)	Not Covered	

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/yeryturju2yct0cpheytd3hduk80bhf>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
<b>If you need immediate medical attention</b>	<u>Emergency room care</u>	\$150 <u>copay</u> /visit	\$150 <u>copay</u> /visit	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent care</u>	\$20 <u>copay</u> /visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No Charge	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	\$20 <u>copay</u> /visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	No Charge	Not Covered	Unlimited days. <u>Referral</u> required.
<b>If you are pregnant</b>	Office visits	\$20 <u>copay</u> /visit	Not Covered	<u>Copay</u> applies for the 1st prenatal visit only. <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	No Charge	Not Covered	<u>Referral</u> required.

\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/yeryturjlu2yct0cpheytd3hduk80bhf>.



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	No Charge	Not Covered	60 visits combined for all therapies.
	<u>Habilitation services</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Skilled nursing care</u>	No Charge	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>DME</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	<u>Referral</u> required.
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at <u>participating providers</u> .
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

<ul style="list-style-type: none"> <li>• Cosmetic surgery</li> <li>• Custodial care</li> <li>• Dental care (Adult)</li> </ul>	<ul style="list-style-type: none"> <li>• Long term care</li> <li>• Non-emergency care when traveling outside the U.S.</li> </ul>	<ul style="list-style-type: none"> <li>• Private-duty nursing</li> <li>• Routine foot care (with the exception of person with diagnosis of diabetes)</li> </ul>
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**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

<ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Bariatric surgery</li> <li>• Chiropractic care</li> </ul>	<ul style="list-style-type: none"> <li>• Infertility treatment</li> <li>• Hearing aids</li> <li>• Most coverage provided outside the United States. See <a href="http://www.bcbsil.com">www.bcbsil.com</a></li> </ul>	<ul style="list-style-type: none"> <li>• Routine eye care (Adult)</li> <li>• Weight loss programs (except when non-medically supervised)</li> </ul>
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\* For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/yeryturjlu2yct0cpheytd3hduk80bhf>.

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-892-2803, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit [www.bcbsil.com](http://www.bcbsil.com), or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

**Does this plan provide Minimum Essential Coverage? Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-2803.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-2803.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-892-2803.

Navajo (Dine): Dinek'ehgo shika a'ohwol ninisingo, kwijigo holne' 1-800-892-2803.

\_\_\_\_\_ *To see examples of how this plan might cover costs for a sample medical situation, see the next section.* \_\_\_\_\_





**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ <u>The plan's overall deductible</u>	\$0
■ <u>Specialist copayment</u>	\$40
■ <u>Hospital (facility)</u>	\$0
■ <u>Other</u>	\$0

This **EXAMPLE** event includes services like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

<b>Total Example Cost</b>	<b>\$12,800</b>
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$50
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$110</b>

### Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ <u>The plan's overall deductible</u>	\$0
■ <u>Specialist copayment</u>	\$40
■ <u>Hospital (facility)</u>	\$0
■ <u>Other</u>	\$0

This **EXAMPLE** event includes services like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

<b>Total Example Cost</b>	<b>\$7,400</b>
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,100
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$1,160</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ <u>The plan's overall deductible</u>	\$0
■ <u>Specialist copayment</u>	\$40
■ <u>Hospital (facility)</u>	\$0
■ <u>Other</u>	\$0

This **EXAMPLE** event includes services like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

<b>Total Example Cost</b>	<b>\$1,900</b>
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$300</b>

The plan would be responsible for the other costs of these **EXAMPLE** covered services.



BlueCross BlueShield of Illinois

If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To speak to an interpreter, call the customer service number on the back of your member card. If you are not a member, or don't have a card, call 855-710-6984.

العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، فليك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث إلى مترجم فوري، اتصل على رقم خدمة العملاء المذكور على ظهر بطاقة عضويتك. فإن لم تكن عضواً، أو كنت لا تملك بطاقة، فاتصل على 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請致電印在您的會員卡背面的客戶服務電話號碼。如果您不是會員，或沒有會員卡，請致電 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, composez le numéro du service client indiqué au verso de votre carte de membre. Si vous n'êtes pas membre ou si vous n'avez pas de carte, veuillez composer le 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Kundenservicenummer auf der Rückseite Ihrer Mitgliedskarte an. Falls Sie kein Mitglied sind oder keine Mitgliedskarte besitzen, rufen Sie bitte 855-710-6984 an.
Ελληνικά Greek	Εάν εσείς ή κάποιος που βοηθάτε έχετε ερωτήσεις, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς χρέωση. Για να μιλήσετε σε έναν διερμηνέα, καλέστε τον αριθμό εξυπηρέτησης πελατών που αναγράφεται στο πίσω μέρος της κάρτας μέλους σας. Εάν δεν είστε μέλος ή δεν έχετε κάρτα, καλέστε τον αριθμό 855-710-6984.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવી કોઈ બીજી વ્યક્તિને એસ.બી.એમ. દુભાષિયા સાથે વાત કરવા માટે, તમારા સભ્યપદના કાર્ડની પાછળ આપેલ ગ્રાહક સેવા નંબર પર કોલ કરો. જો આપ સભ્યપદ ના ધરાવતા હોવ, અથવા આપની પાસે કાર્ડ નથી તો 855-710-6984 નંબર પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए, अपने सदस्य कार्ड के पीछे दिए गए ग्राहक सेवा नंबर पर कॉल करें। यदि आप सदस्य नहीं हैं, या आपके पास कार्ड नहीं है, तो 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il servizio clienti al numero riportato sul lato posteriore della tua tessera di socio. Se non sei socio o non possiedi una tessera, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 회원 카드 뒷면에 있는 고객 서비스 번호로 전화하십시오. 회원이 아니거나 카드가 없으면 855-710-6984 으로 전화하십시오.
Diné Navajo	T'áá ní, éí doodago ła'da biká anánílwo'ígíí, na'idíłkígo, ts'ídá bee ná ahóótí'i' t'áá níłk'e níká a'doolwoł. Ata' halne'í bich'í' hadeesdzih nínízingo éí kwe'é da'iníshgi áká anídaalwo'ígíí bich'í' hodíłnłh, bee nééhózinii bine'déé' bikáá'. Kojí atah naaltsoos ná hadít'ééyóó éí doodago bee nééhózinígíí ádingo kojí' hodíłnłh 855-710-6984.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiekolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer podany na odwrocie karty członkowskiej. Jeżeli nie jesteście członkiem lub nie masz przy sobie karty, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы поговорить с переводчиком, позвоните в отдел обслуживания клиентов по телефону, указанному на обратной стороне вашей карточки участника. Если вы не являетесь участником или у вас нет карточки, позвоните по телефону 855-710-6984.
Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete comuníquese con el número del Servicio al Cliente que figura en el reverso de su tarjeta de miembro. Si usted no es miembro o no posee una tarjeta, llame al 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa numero ng serbisyo para sa kustomer sa likod ng iyong kard ng miyembro. Kung ikaw ay hindi isang miyembro, o kaya ay walang kard, tumawag sa 855-710-6984.
اردو Urdu	گر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، کسٹمر سروس نمبر پر کال کریں جو آپ کے کارڈ کی پشت پر درج ہے۔ اگر آپ ممبر نہیں ہیں، یا آپ کے پاس کارڈ نہیں ہے تو، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị hoặc người mà quý vị giúp đỡ có bất kỳ câu hỏi nào, quý vị có quyền được hỗ trợ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với thông dịch viên, gọi số dịch vụ khách hàng nằm ở phía sau thẻ hội viên của quý vị. Nếu quý vị không phải là hội viên hoặc không có thẻ, gọi số 855-710-6984.

<p><b>Health care coverage is important for everyone.</b></p> <p>We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age or disability.</p>	
<p>To receive language or communication assistance free of charge, please call us at 855-710-6984.</p>	
<p>If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a <u><a href="#">grievance</a></u>.</p>	
<p>Office of Civil Rights Coordinator 300 E. Randolph St. 35th Floor Chicago, Illinois 60601</p>	<p>Phone: 855-664-7270 (voicemail) TTY/TDD: 855-661-6965 Fax: 855-661-6960 Email: <a href="mailto:CivilRightsCoordinator@hcsc.net">CivilRightsCoordinator@hcsc.net</a></p>
<p>You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at</p>	
<p>U.S. Dept. of Health &amp; Human Services 200 Independence Avenue SW Room 509F, HHH Building 1019 Washington, DC 20201</p>	<p>Phone: 800-368-1019 TTY/TDD: 800-537-7697 Complaint Portal: <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a> Complaint Forms: <a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a></p>

**APPENDIX B**  
**REMOVAL OF DISCIPLINE FOR SPECIFIC OFFENSES**

1.5.2.1	Permanent
1.5.2.2	60 mos.
1.5.2.3	Permanent
1.5.2.4	Permanent
1.5.2.5	12 mos.
1.5.2.6	Permanent
1.5.2.7	12 months
1.5.2.8	36 months
1.5.2.9	Permanent
1.5.2.10	24 months
1.5.2.11	12 months
1.5.2.12	24 months
1.5.2.13	12 months
1.5.2.14	12 months
1.5.2.15	12 months
1.5.2.16	12 months
1.5.2.17	All removed after 12 except Item #17/8 which will be struck after 24 mos.
1.5.2.18	Permanent
1.5.2.19	12 months
1.5.2.20	12 months
1.5.2.21	24 months
1.5.2.22	12 months
1.5.2.23	Permanent
1.5.2.24	12 months
1.5.2.25	12 months
1.5.2.26	Permanent
1.5.2.27	Permanent
1.5.2.28	24 months
1.5.2.29	Permanent
1.5.2.30	12 mos. This clause will be reworded to reflect “cell phone or home phone line”
1.5.2.31	Permanent
1.5.2.32	24 months
1.5.2.33	24 months
1.5.2.34	36 mos.
1.5.2.35	60 mos.
1.5.2.36	24 months
1.5.2.37	Permanent
1.5.2.38	Permanent will reword...”complainant in a ‘criminal case’, suspect.....”
1.5.2.39	Permanent
1.5.2.40	Permanent
1.5.2.41	12 months
1.5.2.42	24 months
1.5.2.43	12 months
1.5.2.44	Permanent
1.5.2.45	12 months
1.5.2.46	12 months



- 1.5.2.47 24 months
- 1.5.2.48 12 months
- 1.5.2.49 36 mos
- 1.5.2.50 12 months
- 1.5.2.51 12 months
- 1.5.2.52 36 mos
- 1.5.2.53 Permanent
- 1.5.2.54 Permanent
- 1.5.2.55 24 months
- 1.5.2.56 24 mos.
- 1.5.2.57 12 months
- 1.5.2.58 12 months
- 1.5.2.59 12 months
- 1.5.2.60 24 months
- 1.5.2.61 12 months
- 1.5.2.62 12 months
- 1.5.2.63 24 months
- 1.5.2.64 24 months
- 1.5.2.65 Permanent

**APPENDIX C PART-**  
**TIME OFFICERS**

- A. Minimum staffing requirements will only apply to Full-Time officers. Exceptions being if a Part-Time officer has signed up for unfilled posted street overtime in accordance with general order 3.1.3 (8)(b) as in effect on May 1, 2008. The Village agrees to make available first to Chapter members, the right to sign up for overtime postings of street patrol and special enforcement programs and details in which the Chapter members take the primary enforcement role. The Village also agrees to make available first to the Chapter members, details which are funded through governmental grant programs. Part-time officers will only be allowed to sign up for street overtime or full-time officers hireback slots after the posting has gone unfilled by full-time officers during the posting period (72 hours). Part-time officers shall be permitted to serve in a secondary role on the above details (i.e. traffic control, crowd control, or support function) in accordance with past practice.
- B. Chapter members will be designated as primary enforcement officers at the outdoor music theatre and supported by part-time officers, as necessary. "Enforcement officer" shall be defined as those officers designated as an arrest team, concourse team, crowd control, and in the venue security office assignment. However, part time officers will be assigned traffic control, and parking duties, in addition to assisting full-time officers, as necessary. In the event that any slots for full time officers go unfilled, part time officers will be permitted to sign up for that assignment.
- C. Pursuant to Police Department General Order 3.1.2-Allocation and Distribution of Personnel, the Village has established "Specialty Assignments" within the Department. The Village will not assign any part time officer to a "specialty assignment" except as provided in sub-paragraph D herein.
- D. The Village retains the right to train and assign part time officers to supplement the full time officer staffing in the specialty of Bicycle Officer. Part time officers will only be assigned to bicycle patrol details involving bar checks, parades, festivals and other details which have been the responsibility of part-time officers as per past practice. Regular patrol duties of bicycle officers shall be limited to full time bicycle officers only.
- E. Consistent with the Civil Services Rules of the Village of Tinley Park, part-time officers will not be eligible for attaining rank within the police department. Additionally, no full time officer shall be subordinate to any part time officer at any time, regardless of assignment or seniority.

**APPENDIX D  
DUES DEDUCTION AUTHORIZATION**

**TINLEY PARK PATROLMEN'S ASSOCIATION**

I hereby authorize the Village of Tinley Park to deduct each month \$\_\_\_\_\_ as certified by the Metropolitan Alliance of Police Tinley Park Police Chapter #192 as the current rate of dues or an amount as may hereafter be established by the Metropolitan Alliance of Police Tinley Park Police Chapter #192 as monthly dues. This deduction is to be turned over to the Metropolitan Alliance of Police Tinley Park Police Chapter #192 whose address is \_\_\_\_\_ . The authorization of this deduction is entirely voluntary on my part. I understand that I may cancel this authorization at any time.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX F  
EXTRA DUTY EMPLOYERS**

Andrew High School

Central Junior High School

Convention Center

Grissom Jr. High School

Frankfort Park District

Prairie View Jr. High School

Tinley Park Block Party

Tinley Park High School

Tinley Park Park District

Walker Middle School

APPENDIX "G"  
EQUIPMENT ISSUE CHECKLIST - FULL TIME OFFICER

Officer:	Issued by:	Received by:	Date
Uniforms Trousers (2 pair) Long sleeve shirt (2) Short sleeve shirt (2) Clip Tie (2) Winter Jacket w/removable lining Rain coat Trouser belt Knit Hat 5-Star hat Hat rain cover Hat badge Uniform badge (2) Off-duty wallet badge Nametags (2) Time in service pin (Serving since #####) Soft body armor vest WMT Polo shirt Duty Duty belt Belt keepers Holster Handcuff case Dress Blouse		Handcuffs Double Magazine Case O.C. Spray currently issued by the Village O.C. holster ASP (21") ASP holster Radio w/shoulder mic & belt holder Traffic vest Traffic flashlight Water throw bag Ticket book holder Slim- Jim Gas mask Gas mask pouch Riot helmet Disaster tool Biohazard mess kit Disposable blankets antibacterial hand gel/lotion currently issued by the Village Range ear protection Range eye protection Shotgun (remains property of Village)	

APPENDIX H

**POLICY 304 - OFFICER INVOLVED SHOOTING AND DEATHS**

To committee

APPENDIX I

**Global Positioning and Electronic Monitoring Software**

The GPS system may ONLY be used to discipline an officer when a complaint or issue has been brought against an officer, or when an officer is involved in an accident.

NON-CONTRACT AGREEMENTS

(1) A policy will be developed to establish departmental meetings for the purpose of reviewing new policies, programs, etc., to allow for Patrol Officers input. These meetings will be scheduled on training days and will occur no less than twice each year. The Police Chief and all Supervisory personnel and all employees covered by this Agreement will attend these meetings. They will be scheduled for a timeframe of approximately 1-1/2 to 2 hours. The Village Manager will attend these sessions on an as needed basis. Nothing herein shall prohibit additional departmental meetings.

(2) A policy will be developed to provide for better Patrol Officer notification of job related training, seminars, schools, etc., and the policy will indicate that every effort will be made to free up time to attend these training sessions. Special attention will be given to paying for training sessions on off-duty time if the Patrol Officer is willing to go to school on his own time.

(3) As of the date of execution of this Agreement, the Village has no present intention to abolish or change the Village Ordinance that provides certain health plan benefits to retirees. Covered retired individuals shall also be entitled to maintain dental coverage following retirement, with the Village contributing fifty percent (50%) of the premium for said coverage. In addition, until the retiree is eligible for AARP coverage, the Village shall contribute, in addition to 50% of the premium cost, and \$60 per month toward the retiree's cost for health insurance for those covered officers retiring with at least 20 years of service and 50 years of age. The Village agrees that it will not abolish or change the Ordinance as to bargaining unit members without prior notice to and discussion with the Chapter.

(4) The Village has no present intention of changing the sick leave or disability leave benefits as they exist in policy as of May 1, 1998. The Village agrees that it will not change those policies as to bargaining unit members without prior notice to and discussion with the Chapter.

(5) The Chapter agrees that upon request of either the Chapter Executive Board or Police Administration, information sharing meetings will be held on a regular basis. The purpose of the meetings will be to communicate and discuss miscellaneous, non-bargaining issues, which arise between department meetings.

(6) The Department will require both full time and part time officers in field training to refrain from wearing his/her uniform in public unless on duty, in training or during an assignment by which the officer in training is in the company of another full time or part time officer as a partner.

\_\_\_\_\_  
President - Tinley Park Chapter

Village Manager

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

Date: \_

\_\_\_\_\_





## Interoffice Memo

**Date:** December 1, 2020  
**To:** Village Board  
**From:** Hannah Lipman, Management Analyst  
**Subject:** Code Amendment – Class K-1 Liquor Classification

The Village currently has two liquor license classifications for establishments operating as a banquet/event space. A recent liquor license request for a banquet space has prompted review of this section of the code—specifically in terms of catering—to ensure the best fit for current and future requests.

The Class K License could be considered a true banquet use classification, requiring such facilities to be unconnected with any other facility and hosting full sit-down meals with 250+ guests. There are only two (2) Class K licenses issued at this time.

(K) (1) Class K License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for banquet hall facilities. Such facilities must be unconnected with any restaurant, theatre, or nightclub, or similar business, and shall occupy the entire building in which the facilities are located. The banquet hall facilities must have seating for at least 250 persons for full sit-down dinners, and sale of alcoholic liquor shall be limited to sales in conjunction with banquets only. The annual fee for this license shall be \$600 if the facility has a maximum seating capacity of 275 or less, and \$1,500 if the facility has a seating capacity in excess of 275. Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall not be allowed in a class K licensed premises.

The Class K-1 License aims to serve smaller banquet/event spaces with less than 250 guests. It requires the holder of the license to cater all events. There is only one (1) Class K-1 license issued at present.

(2) Class K-1 License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for use in conjunction with banquet functions. Such banquet facilities must be unconnected with any restaurant, theater or nightclub, or similar business, and may not have seating for more than 250 persons. Such facilities may be contained within a building occupying other facilities, specifically including Metra train station facilities. **The holder of the license must cater all banquets and provide all facilities.** The annual fee for this license shall be \$200. Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall not be allowed in a class K-1 licensed premises.

Upon review of both liquor classes, the Liquor Commissioner recommends that a minor amendment be made to Class K-1. The Class K license will continue to provide for full sit-down meals, while this amendment to Class K-1 would allow for food to be catered from outside vendors. For banquet/event spaces of smaller sizes the Class K-1 applies to, it is not uncommon for other municipalities to allow outside catering. Additionally,

having only three (3) banquet licenses issued in town, this amendment will provide various options for any future requests as the Village currently has limited options available.

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

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**ORDINANCE**  
**NO. 2020-O-086**

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**AN ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 20 (K) (2)**  
**OF THE TINLEY PARK MUNICIPAL CODE –AMENDING CLASS K-1**  
**LIQUOR LICENSE REQUIREMENTS**

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-086****AN ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 20 (K) (2)  
OF THE TINLEY PARK MUNICIPAL CODE –AMENDING CLASS K-1  
LIQUOR LICENSE REQUIREMENTS**

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

**WHEREAS**, pursuant to Title XI Chapter 112 Section 20 (K) of the Village Code, retail sale of alcohol is permitted for banquet hall facility license holders who meet various requirements as described in Title XI Chapter 112 Section 20 (K); and

**WHEREAS**, there is only one (1) Class K license and two (2) Class K-1 licenses that have been awarded to license holders in the Village; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI Chapter 112 Section 20 (K) (2) of the Village Code to remove the requirement that the license holder must cater all events; 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 said Village of Tinley Park and its residents to amend Title XI Chapter 112 Section 20 (K) (2) of the Village Code.

**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 XI Chapter 112 Section 20 (K) (2) of the Village of Tinley Park Village Code, is hereby amended with deletions in strikethrough and additions in underline text so that the same shall be read as follows:

§ 112.20 License Classification; Fee Schedule

**Class K-1 License.** Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for use in conjunction with banquet functions. Such banquet facilities must be unconnected with any restaurant, theater or nightclub, or similar business, and may not have seating for more than 250 persons. Such facilities may be contained within a building occupying other facilities, specifically including Metra train station facilities. ~~The holder of the license must cater all banquets and provide all facilities.~~ The annual fee for this license shall be \$200. Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall not be allowed in a class K-1 licensed premises.

**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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-086, “AN ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 20 (K) (2) OF THE TINLEY PARK MUNICIPAL CODE –AMENDING CLASS K-1 LIQUOR LICENSE REQUIREMENTS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK



## Interoffice Memo

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**Date:** December 1, 2020  
**To:** Village Board  
**From:** Hannah Lipman, Management Analyst  
**Subject:** The Whistle Events and Catering Class K-1 Liquor License

The purpose of this memo is to award a Class K-1 liquor license to The Whistle Events and Catering (WEC) located next door to The Whistle at 7537 W 159<sup>th</sup> St. Unit A.

With limited banquet/event space in the Village, WEC will combine catering, atmosphere, ambiance, and high-quality service to local businesses and residents for a variety of event needs. The goal is to be a premier catering and event space on the Southside of Chicago. This space will provide room for a maximum capacity of 99 and includes a full bar, warming kitchen for catering, and entertainment features.

The WEC will need to work with the Community Development Department to ensure proper zoning and parking requirements are met.

The Class K-1 License authorizes the retail sale of liquor in conjunction with banquet functions of less than 250 people. The Liquor Commissioner recommends approval of this license.

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

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**ORDINANCE**  
**NO. 2020-O-087**

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**AN ORDINANCE INCREASING THE NUMBER OF CLASS "K-1" LIQUOR  
LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(THE WHISTLE EVENTS AND CATERING "WEC" 7537 W 159<sup>TH</sup> ST)**

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

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

---

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park  
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-087****AN ORDINANCE INCREASING THE NUMBER OF CLASS "K-1"  
LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE  
(THE WHISTLE EVENTS AND CATERING "WEC" 7537 W 159<sup>TH</sup> ST)**

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

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park desires to amend Title XI, Chapter 112, Section 22 of the Village Code to add one (1) additional Class K-1 liquor license, increasing the number of Class K-1 liquor licenses in the Village from two (2) to three (3); 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 said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to increase the number of Class "K-1" liquor licenses authorized to be issued pursuant to this Ordinance; and

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

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

**SECTION 2:** Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class "UV" licenses that can be issued by the Village shall be and is hereby increased from zero (0) to one (1), (this increase in the number of Class "UV" liquor licenses reflects the availability of one additional Class "K-1" liquor license to be issued to The Whistle Events And Catering "WEC" 7537 W. 159<sup>th</sup> St.

**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 15<sup>th</sup> day of December, 2020

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-087 “AN ORDINANCE INCREASING THE NUMBER OF CLASS "K-1" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (THE WHISTLE EVENTS AND CATERING “WEC” 7537 W 159<sup>TH</sup> ST) which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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



## Interoffice Memo

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**Date:** December 15, 2020

**To:** Village Board

**From:** Hannah Lipman, Assistant to the Village Manager  
Brad Bettenhausen, Village Treasurer/Finance Director

**Subject:** Business License Fees – Pro-ration

Currently, Title XI Chapter 110 Section 28 of the Municipal Code allows for the pro-ration of business license fees for new establishments entering the Village at any given time in the calendar year. The proposed code amendment eliminates the pro-ration of business license fees which is inconsistent with other Village licensing policies. The business license fees are typically no more than \$300 and do not warrant pro-ration due to the underlying costs of issuance and other activities associated with business licensing. The average business license fee is in the \$30 - \$60 range.

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

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ORDINANCE  
NO. 2020-O-088

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AN ORDINANCE AMENDING TITLE XI CHAPTER 110 SECTION 28 OF  
THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES – PRO-  
RATION OF FEES

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-088****AN ORDINANCE AMENDING TITLE XI CHAPTER 110 SECTION 28 OF  
THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES – PRO-  
RATION OF FEES**

**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's Municipal Code establishes Business License classifications, fees, and payment schedules; and

**WHEREAS**, Title XI Chapter 110 Section 28 defines the basis for pro-ration of Business Licenses fees for new businesses entering Tinley Park at any given time throughout the calendar year; and

**WHEREAS**, upon review, the Village wishes to eliminate the pro-ration of Business License fees altogether, as many other licensing fees throughout the Village not pro-rated; and

**WHEREAS**, pro-ration of these fees are not warranted due to the underlying costs of issuance and other activities associated with business licensing; 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 the said amendment to Title XI Chapter 110 Section 28 of the Municipal Code.

**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 the Code of Ordinances of the Village of Tinley Park be hereby amended with deletions in strikethrough and additions in underline text so that the same shall be read as follows:

(A) All annual licenses other than contractor licenses shall terminate on December 31 in each year where no provision to the contrary is made; except as otherwise expressly provided, the applicant for a license other than a contractor license for a new place of business or to engage in a new occupation shall be required to pay the full annual license fee specified. ~~where the fee is \$40 or more per annum, if at the time of the application for a license three months or more but less than six months have expired he or she shall be required to pay three-fourths of the annual license fee; if six months or more but less than nine months have expired the applicant shall be required to pay one-half of the annual license fee; if nine months or more shall have expired, the applicant shall be required to pay one-fourth of the annual license fee. No license shall be issued for less than one-fourth of the annual fee.~~

(B) ~~If the annual license fee shall be less than \$40, the license fee shall be prorated semi-annually. There will be no pro-ration of fees.~~

(C) The Village Clerk shall mail to all licensees of the village, other than contractor licensees, a statement at the time of the expiration of the license held by the licensee. However, if the license is an annual license, then the notice of expiration shall be mailed three weeks prior to the date of expiration. A failure to send out the notice, or the failing of the licensee to receive it shall not excuse the licensee from a failure to secure a new license, or a renewal thereof, nor shall it be a defense in any action for operation without a license.

(D) The term of a contractor license shall be one year from the date of issuance

**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 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK



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

**CERTIFICATE**

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-088, "AN ORDINANCE AMENDING TITLE XI CHAPTER 110 SECTION 28 OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES – PRO-RATION OF FEES" which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

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

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**RESOLUTION**  
**2020-R-126**

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**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL  
ESTATE TO WILL COUNTY FOR HIGHWAY PURPOSES  
(PARCEL 0041 & TE)**

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

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

**VILLAGE OF TINLEY PARK**  
**COOK AND WILL COUNTIES, ILLINOIS**

**RESOLUTION 2020-R-126**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL ESTATE  
TO WILL COUNTY FOR HIGHWAY PURPOSES (PARCEL 0041 & TE)**

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

**WHEREAS**, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, the Village is entitled to transfer real property to the County of Will; and

**WHEREAS**, Will County requires .493 acres of Village property that is adjacent to the Village public works building for the 80th Avenue widening project, which will necessitate the relocation of four utility poles and six parking spaces. Will County also requires 1.479 acres for a temporary construction easement; and

**WHEREAS**, Will County will compensate the Village \$100,000 for the value of the .493 acres of Village property and \$32,500 for the temporary easement; 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 convey the certain real estate and a temporary easement located in Cook County, Illinois and legally described in **Exhibit A**, to the County of Cook for highway purposes for the sum of one hundred fifty two thousand five hundred dollars (\$132,500.00) and other good and valuable consideration;

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois:

**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 the Board of Trustees of the Village of Tinley Park hereby approve the transfer of certain real estate and temporary easement, described in **Exhibit A**, to the County of Will, and all Village Officials are authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such conveyance; and

**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.

PASSED THIS 15<sup>th</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 15<sup>th</sup> day of December, 2020, 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-126, "A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL ESTATE TO WILL COUNTY FOR HIGHWAY PURPOSES (PARCEL 041 & TE)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

**EXHIBIT A**  
**Legal Description**

Route: 80<sup>th</sup> Avenue (CH 83)  
Section: 06-00122-16-FP  
County: Cook  
Job No.: R-55-001-097  
Parcel No: 0041  
Station 129+26.38 To Station 133+74.37  
Index No: 27-36-402-004

Parcel 0041

That part of the west half of the southwest Quarter of section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Beginning at the intersection of the east right of way line of 80<sup>th</sup> Avenue with the north right of way line of 183<sup>rd</sup> Street, per Document No. 94114564, said east right of way line being 50.0 feet East of, as measured perpendicular to, the west line of said Southwest Quarter, and the north right of way line of 183<sup>rd</sup> Street being 50.0 feet North of, as measured perpendicular to, the south line of said Southwest Quarter; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 447.99 feet to the north line of the South 498.00 feet of said Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 15.00 feet to the east line of the West 65.00 feet of said Southwest Quarter, thence South 01 degree 37 minutes 58 seconds East, on said east line, 299.27 feet; thence North 88 degrees 39 minutes 56 seconds East, parallel with the south line of said Southwest Quarter, 4.00 feet to the east line of the West 69.00 feet of said Southwest Quarter, thence South 01 degree 37 minutes 58 seconds East, on said east line, 24.29 feet to a point of curvature; thence South easterly, on a 110.00 foot radius curve, concave Northeasterly, 172.21 feet, the chord of said curve bears South 46 degrees 29 minutes 00 seconds East, 155.16 feet to the north line of the South 65.00 feet of said Southwest Quarter, and to a point of tangency; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 664.41 feet; thence South 01 degree 20 minutes 04 seconds East, perpendicular to the last described line, 15.00 feet to the north right of way line of 183<sup>rd</sup> Street, per Document No. 94114564; thence South 88 degrees 39 minutes 56 seconds West, on said north right of way line, 792.76 feet to the Point of Beginning.

Said parcel containing 0.493 acre, more or less, of which 0.005 acre (200 square feet), more or less, has been previously dedicated or used for public highway purposes.

Route: 80<sup>th</sup> Avenue (CH 83)  
Section: 06-00122-16-FP  
County: Cook  
Job No: R-55-001-97  
Parcel No: 0041TE  
Station 129+21.14 To Station 136+86.28  
Index No.: 27-36-402-004

Parcel 0041TE

That part of the west half of the Southwest Quarter of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment) with a combined scale factor of 0.9999641157 described as follows:

Commencing at the intersection of the east right of way line of 80<sup>th</sup> Avenue with the north right of way line of 183<sup>rd</sup> Street, per Document No. 94114564, said east right of way line being 50.0 feet East of, as measured perpendicular to, the west line of said Southwest Quarter, and the north right of way line of 183<sup>rd</sup> Street being 50.0 feet North of, as measured perpendicular to, the south line of said Southwest Quarter, thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 447.99 feet to the north line of the South 498.00 feet of said Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 15.00 feet to the east right of way line of 80<sup>th</sup> Avenue per Document No. 94768366, and to the Point of Beginning; thence North 01 degree 37 minutes 58 seconds West, on said east right of way line, 311.99 feet to the north line of the South 810.00 feet of said Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 10.00 feet; thence South 01 degree 37 minutes 58 seconds East, parallel with said east right of way line, 311.99 feet to the north line of the South 498.00 feet of said Southwest Quarter, thence South 88 degrees 39 minutes 56 seconds West, on said north line, 5.00 feet; thence South 01 degree 37 minutes 58 seconds West, parallel with said east right of way line, 294.27 feet; thence North 88 degrees 39 minutes 56 seconds East, parallel with the south line of said Southwest Quarter, 4.00 feet to the east line of the West 74.00 feet of said Southwest Quarter; thence South 01 degree 37 minutes 58 seconds East, on said east line, 29.26 feet to a point of curvature; thence Southeasterly, on a 105.00 foot radius curve, concave Northeasterly, 33.35 feet, the chord of said curve bears South 10 degrees 43 minutes 56 seconds East, 33.21 feet; thence North 88 degrees 39 minutes 56 seconds East, parallel with the south line of said Southwest Quarter, 26.50 feet; thence South 01 degree 37 minutes 58 seconds East, parallel with the west line of said Southwest Quarter 24.50 feet to a point of curvature; thence Southeasterly, on a 16.50 foot radius curve, concave Northeasterly, 25.92 feet, the chord of said curve bears South 46 degrees 37 minutes 58 seconds East, 23.34 feet to a point of tangency; thence North 88 degrees 22 minutes 02 seconds East, 18.00 feet; thence South 01 degree 37 minutes 58 seconds East, parallel with the west line of said Southwest Quarter, 23.66 feet to a point of curvature; thence Southeasterly, on a 105.00 foot radius curve, concave Northeasterly, 39.14 feet, the chord of said curve bears South 80 degrees 39 minutes 22 seconds East, 38.91 feet to the north line of the South 70.00 feet of said Southwest Quarter, and to a point of tangency; thence North 88 degrees 39 minutes 56 seconds East, on said north line, 166.50 feet; thence North 01 degree 20 minutes 04 seconds West, 5.00 feet to the north line of the South 75.00 feet of said

Southwest Quarter; thence North 88 degrees 39 minutes 56 seconds East. on said north line, 96.27 feet; thence North 01 degree 20 minutes 04 seconds West, 115.50 feet ; thence North 88 degrees 39 minutes 56 seconds East, 202.15 feet; thence South 01 degree 20 minutes 04 seconds East, 55.00 feet; thence North 87 degrees 11 minutes 50 seconds East, 370.68 feet; thence South 01 degree 20 minutes 04 seconds East, 95.00 feet to the north right of way line of 183" Street, per Document No. 94 11 4564 ; thence South 88 degrees 39 minutes 56 seconds West, on said north right of way line, 171.07 feet; thence North 01 degree 20 minutes 04 seconds West, 15.00 feet to the north line of the South 65.00 feet of said Southwest Quarter, thence South 88 degrees 39 minutes 56 seconds West, on said north line, 664.41 feet to a point of curvature; thence Northwesterly, on a 110.00 foot radius curve, concave Northeasterly, 1722 1 feet, the chord of said curve bears North 46 degrees 29 minutes 00 seconds West, 155.16 feet to the east line of the West 69.00 feet of said Southwest Quarter, and to a point of tangency; thence North 01 degree 37 minutes 58 seconds West, on said east line, 24.29 feet; thence South 88 degrees 39 minutes 56 seconds West. parallel to the south fine of said Southwest Quarter, 4.00 feet to the east line of the West 65.00 feet of said Southwest Quarter; thence North 01 degree 37 minutes 58 seconds West, on said east line, 299.27 feet to the Point of Beginning.

Said parcel containing 1.479 acres, more or less.



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

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**ORDINANCE**  
**NO. 2020-O-071**

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**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE  
VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR**

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

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

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

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

**ORDINANCE NUMBER 2020-O-071**

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE  
VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR**

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

**WHEREAS**, the Village of Tinley Park is authorized under the Illinois Property Tax Code to levy a tax against the equalized assessed value of all taxable properties within the corporate limits of the municipality to support its operations.

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

**Section 1:** A tax in the aggregate amount of \$28,143,499 for the following sums of money as detailed in **APPENDIX A**, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the Village, be and the same is hereby levied for the 2020 tax levy year for the purposes specified against all taxable property in the Village of Tinley Park.

**Section 2:** The taxes levied hereunder are levied pursuant to the home rule powers of the Village of Tinley Park.

**Section 3:** The Village Clerk of the Village of Tinley Park is hereby directed to file with the Clerk of Cook County and the Clerk of Will County duly certified copies of this Ordinance within the time prescribed by law.

**Section 4:** The Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President and Board of Trustees of the Village of Tinley Park.

---

Village President

**ATTEST:**

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Village Clerk

STATE OF ILLINOIS        )  
                                       )  
 COUNTY OF COOK         )        SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-071 “AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-072**

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**AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS  
AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN  
CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION  
REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF  
TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

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

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

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

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

**ORDINANCE NUMBER 2020-O-072**

**AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-007, entitled "An Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Refunding Bonds, Series 2009A, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance, adopted February 24, 2009; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-008, entitled "An Ordinance providing for the issuance of not to exceed \$1,000,000 General Obligation Bonds, Series 2009B, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds, as adopted February 24, 2009; and

**WHEREAS**, on March 3, 2009, the Village President, Trustee Patrick E. Rea as Finance Chair, and Treasurer (the Designated Officers) entered into a contract for the sale of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinances 2009-O-007 and 2009-O-008 and issued a Bond Order detailing the sale and the Series 2009 bonds, the refunding of certain outstanding Series 2000, Series 2001, and Series 2002 bonds, terms of the Series 2009 bonds, and the taxes to be levied to provide for the debt service of the Series 2009 bonds as contained in Exhibit III of the Bond Order; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$763,870 to be derived from the Village's Water and Sewer Revenue Fund (\$376,644.20), Tax/Bond Stabilization Fund (\$283,125.80), and Surtax Capital Projects Fund (\$104,100); and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the Village's Water and Sewer Revenue Fund, Tax/Bond Stabilization Fund, and Surtax Capital Projects Fund be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** That the sum of \$763, 870, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2021, and that portion of the Bond Order which provides for a 2020 tax levy to meet the requirements to pay \$1,113,870 for principal and interest on said bonds be and the same is hereby reduced in the amount of \$763,870, leaving a 2020 levy in the amount of \$350,000 to pay for the remaining portion of said principal and interest on the bonds.

**Section 2:** That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating a portion of the 2020 tax levy requirement for the payment of principal and interest due on the issuance of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 as provided for in the Bond Order dated March 3, 2009, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK



STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )        SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-072 “AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-073**

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**AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS  
AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN  
CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK  
AND WILL COUNTIES, ILLINOIS.**

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

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

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

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

**ORDINANCE NUMBER 2020-O-073**

**AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2003-O-056, entitled "An Ordinance Providing for the Issue of \$9,700,000 General Obligation Library Bonds, Series 2003, of the Village of Tinley Park, Cook and Will Counties, Illinois, and for the Levy and Collection of a Direct Annual Tax for the payment of the Principal and Interest on Said Bonds as, adopted June 24, 2003, providing for the borrowing of money and have issued bonds of the Village of Tinley Park in the amount of \$9,700,000; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance being Ordinance Number 2011-O-037, entitled "An ordinance providing for the issuance of not to exceed \$7,200,000 General Obligation Refunding Bonds, Series 2011, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of a bond order in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds,"

adopted July 5, 2011, which directed the refunding of said General Obligation Library Bonds, Series 2003 aforementioned; and

**WHEREAS**, on August 16, 2011, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$5,940,000 General Obligation Refunding Bonds, Series 2011 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2011-O-037 and issued a Bond Order detailing the sale and the Series 2011 bonds, terms of the Series 2011 bonds, and the taxes to be levied to provide for the debt service of the Series 2011 bonds as contained in Exhibit III of the Bond Order. Said Series 2011 bonds issued for the sole purpose of refunding the aforementioned General Obligation Library Bonds, Series 2003; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$150,000, said estimated sum to be received from the Village's Surtax Capital Projects Fund; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds derived from the herein described source be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** That the sum of \$150,000, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2021, and that portion of the Bond Order which provides for a 2020 tax levy to meet the requirements to pay \$660,800 for principal and interest on said bonds be and the same is hereby abated and reduced in the amount of \$150,000 leaving a 2020 levy in the amount of \$510,800 to pay the remaining portion of said interest and principal on the bonds.

**Section 2:** That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance, abating a portion of the 2020 tax levy requirement for the payment of principal and interest due on the issuance of \$5,940,000 General Obligation Refunding Bonds, with the Clerk's, Office of both Cook and Will Counties, Illinois, as provided for in the Bond Order dated August 16, 2011, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

STATE OF ILLINOIS        )  
   )  
 COUNTY OF COOK         )        SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-073 “AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS ,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-074**

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**AN ORDINANCE ABATING ALL OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

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

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

---

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

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

**ORDINANCE NUMBER 2020-O-074**

**AN ORDINANCE ABATING ALL OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2013-O-014, entitled "An ordinance providing for the issuance of not to exceed \$13,950,000 General Obligation Bonds, Series 2013, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, as adopted June 4, 2013; and

**WHEREAS**, on June 5, 2013, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$11,340,000 Taxable General Obligation Bonds, Series 2013 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2013-O-014 and issued a Bond Order detailing the sale and the Series 2013 bonds, terms of the Series 2013 bonds, and the taxes to be levied to provide for the debt service of the Series 2013 bonds as contained in Exhibit III of the Bond Order; and



**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$386,340 to be derived from the Village's Hotel/Tax Debt Service Reserve Fund; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$584,190 to be derived from the Village's Surtax Capital Projects Fund (\$417,247.96), Water and Sewer Revenue Fund (\$139,085.91), Stormwater Management Fund (\$17,399.13), and New Bremen Tax Increment Finance District fund (\$10,457.00); and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the aforementioned Village Funds, be used to abate all of the payment of interest and principal on the aforesaid bonds for the tax levy year 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** That the sum of \$973,650, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the bonds which fall due on or before December 1, 2021 and that portion of the Bond Order which provides for a 2020 tax levy to meet the requirements to pay \$973,650 for principal and interest on said bonds be and the same is hereby abated.

**Section 2:** That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating all of the 2020 tax levy requirement for the payment of principal and interest due on the issuance of \$11,340,000 General Obligation Bonds, Series 2013, as provided for in the Bond Order dated June 5, 2013, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020 by the President of the Village of Tinley Park.

---

VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

STATE OF ILLINOIS        )  
                                       )  
 COUNTY OF COOK         )        SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-074 “AN ORDINANCE ABATING ALL OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-075**

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**AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)**

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

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

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

**ORDINANCE NUMBER 2020-O-075**

**AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-050, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 227, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-051, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 159, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-052, entitled "A Resolution Approving The First Amendment To The Tinley Park Convention Center Management Contract Between The Harp Group, Inc, And The Village Of Tinley Park" adopted July 17, 2018; and

**WHEREAS**, The Harp Group, Inc. has expressed its desire to operate and manage the Tinley Park Convention Center on behalf of the Village of Tinley Park; and

**WHEREAS**, The Harp Group, Inc. has acquired the Hotel Property connected to the Tinley Park Convention Center under the business entity Tinley Park Convention Center Hotel Owners LLC, and intends to continue the operations of the Tinley Park Hotel as a commercial enterprise within the Village of Tinley Park; and

**WHEREAS**, The Harp Group, Inc. has requested financial assistance in the form of real estate Tax abatements pursuant to the provision of law (35 ILCS 200/18-165); and

**WHEREAS**, the Subject Hotel Property, 18501 Convention Center Drive, is identified for property tax purposes by permanent identification number 31-06-100-027-0000; and

**WHEREAS**, the Company has met the conditions and requirements of the aforementioned Agreements and is eligible for the financial assistance provided for therein; and

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

### **SECTION ONE**

That fifty percent (50%) of the Village of Tinley Park's portion of real estate property taxes ("Property Taxes") assessed and extended on the Subject Hotel Property (18501 Convention Center Drive, PIN 31-06-100-027-0000), shall hereby be abated for the 2020 tax levy year (taxes billed and collected in calendar 2021).

Said abatement shall be made only against the amounts extended for the Village of Tinley Park (tax agency 03-1270-000). The amounts extended for the Tinley Park Public Library (tax agency 03-1270-001) are not to be abated.

### **SECTION TWO**

Annual abatements by Elementary School District 159, Rich Township High School District 227 and the Village of Tinley Park shall continue until the first of the following should occur:

(i) duration of ten (10) tax levy years, commencing with the 2018 tax levy year to which the first abatement applies, and in which taxes are actually abated (this being the third year of abatement);

(ii) the aggregate taxes abated on the Subject Hotel Property by all three of the above named taxing bodies equals four million dollars (\$4,000,000);

(iii) the abatement obligations of the Elementary School District 159, Rich Township High School District 227 and the Village terminate as provided for in aforementioned Agreements.

### **SECTION THREE**

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Cook County Clerk's Office.

The County Clerk of Cook County, Illinois, is hereby authorized and directed to abate said tax as provided in this ordinance.

### **SECTION FOUR**

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 15<sup>th</sup> day of December, 2020, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this 15<sup>th</sup> day of December, 2019, by the President of the Village of Tinley Park.

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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-075, “AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK



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

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**ORDINANCE**  
**NO. 2020-O-076**

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**AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX  
YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY  
PARK, WILL COUNTY, ILLINOIS  
(SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)**

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

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

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

**ORDINANCE NUMBER 2020-O-076**

**AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK  
TAX YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE,  
TINLEY PARK, WILL COUNTY, ILLINOIS  
(SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2017-R-039, entitled "Resolution Authorizing the Execution of an Inducement Agreement (Property Tax Rebate) for Surface Shields, Inc.," adopted July 11, 2017; and

**WHEREAS**, Surface Shields, Inc. ("Company") began its manufacturing and distribution operations within the Village of Tinley Park ("Village") at 8451 183rd Street ("Subject Property") on October 23, 2017 which meets the requirements under the Inducement Agreement which stipulated that the Company begin operations on or before January 1, 2018; and

**WHEREAS**, the Subject Property, 8451 183rd Place, is identified for property tax purposes by permanent identification number 19-09-02-106-006-0000; and.

**WHEREAS**, the Company represents that it has spent at least \$116,500 to upgrade the Subject Property which meets the requirements under the Inducement Agreement which stipulated that the Company spend an estimated \$100,000; and

**WHEREAS**, The Company has represented that it is employing 60 full time employees at the Subject Property. Furthermore, the Company represents that it has continuously maintained at least fifty-five (55) full time employees since beginning operations at the Subject Property in accordance with the requirements of the Inducement Agreement; and

**WHEREAS**, the Company is continuing to operate a manufacturing and distribution business on the Subject Property in accordance with the requirements of the Inducement Agreement; and

**WHEREAS**, the Company has met the conditions and requirements of the Inducement Agreement and is eligible for the economic incentive provided for therein; and

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

#### **SECTION ONE**

That fifty percent (50%) of the Village's portion of real estate property taxes ("Property Taxes") assessed and extended on the Subject Property (8451 183rd Place, PIN 19-09-02-106-006-0000), but not to exceed a maximum of six thousand dollars (\$6,000), shall hereby be abated for the 2020 tax levy year (taxes billed and collected in calendar 2021).

**SECTION TWO**

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Will County Clerk’s Office.

The County Clerk of Will County, Illinois, is hereby authorized and directed to abate said tax as provided in this ordinance.

**SECTION THREE**

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 15<sup>th</sup> day of December, 2020, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this 15<sup>th</sup> day of December, 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 Ordinance No. 2020-O-076, “AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK



# Interoffice

## Memo

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**Date:** December 11, 2020

**To:** John Urbanski, Public Works Director

**From:** Joe Fitzpatrick, Water Superintendent

**Subject:** Post 4 (8399 Brookside Glen Drive) Improvements

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Presented for December 15, 2020 Village Board consideration and action.

Description: This project includes the replacement of the control panel, replacement of the building, and upgrading the outdated electrical components currently in use at Post 4 sanitary sewer lift station (8399 Brookside Glen Drive).

Background: Public Works contracted Christopher Burke Engineering to engineer the plan and specifications to improve the functionality of the Post 4 sanitary sewer lift station located at 8399 Brookside Glen Drive. The outdated control panel currently being used has caused numerous issues running the station. Although failing parts have been replaced to allow the station to run, replacing the entire control panel will eliminate the possibility of the lift station not being able to be repaired under an emergency situation. A lift station that is not functioning, would lead to sewer overflows and basement back-ups among other issues. The new control panel and electrical components will also increase the life expectancy of the pumps, while improving the overall efficiency of the lift station. When the control panel is replaced, any unnecessary wiring will be removed and various other electrical issues will be resolved. The fiberglass building currently at Post 4 is deteriorating to the point of replacement. The building has been repaired multiple times over the last 5 years. The new structure will be similar to buildings used for other lift station projects to keep them uniform throughout the Village.

<u>Contractor:</u>	<u>Location:</u>	<u>Bid:</u>
Swallow Construction Corp.	West Chicago, IL	\$592,291.00
Airy's Inc. *	Tinley Park, IL	\$598,042.00
Tracy & Ed Construction Inc.	Bartlett, IL	\$600,573.00
AMS Mechanical Services	Woodridge, IL	\$603,552.68
Performance Construction & Eng.	Plano, IL	\$688,930.00

\* Airy's Inc. bid amount is within the parameters set in the Village of Tinley Park Purchasing Policy for Local Vendors.

Budget/ Finance: Funding in the amount of \$417,000.00 is available in the approved FY2021 budget for this project. The remaining funding of \$181,042.00 will be from two other sanitary sewer lining projects which came in \$702,828.50 under budget.

Staff Direction Request: Approve awarding the contract to perform building replacement and electrical improvements at Post 4 sanitary sewer lift station (8399 Brookside Glen Drive) to Airy's Inc. in the amount of \$598,042.00 in adherence to the Village of Tinley Park Purchasing Policy Section 7.1 included in Ordinance 2017-O-012. This item was discussed and approved at the Committee of the Whole meeting that took place on December 1, 2020.

Attachments:

- 1) Bid Tabulation and Engineer's Estimate
- 2) Engineer's Letter of Recommendation
- 3) Local Vendor Purchasing Policy

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

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**RESOLUTION**  
**NO. 2020-R-133**

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**A RESOLUTION APPROVING A CONTRACT FOR  
POST 4 IMPROVEMENTS WITH AIRY'S, INC.**

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

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

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**RESOLUTION NO. 2020-R-133****A RESOLUTION APPROVING A CONTRACT FOR  
POST 4 IMPROVEMENTS WITH AIRY'S, 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 with Airy's, 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 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 15<sup>TH</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk



# **EXHIBIT 1**

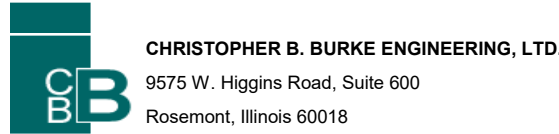
STATE OF ILLINOIS        )  
COUNTY OF COOK         )     SS  
COUNTY OF WILL         )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-133 “**A RESOLUTION APPROVING A CONTRACT FOR POST 4 IMPROVEMENTS WITH AIRY’S, INC.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15<sup>th</sup> day of December, 2020

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



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK  
 POST 4 LIFT STATION IMPROVEMENTS  
 CBBEL PROJECT NO. 160373.00007

Bid Tabulation

CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Swallow Construction Corp. 490 Topsoil Drive West Chicago, IL 60185		Airy's Inc. 7455 Duvan Drive Tinley Park, IL 60477		Tracy & Ed Construction, Inc. 1064 Hudson Court Bartlett, IL 60103		AMS Mechanical Systems, Inc. 9341 Adam Don Parkway Woodridge, IL 60517		Performance Construction & Eng., LLC 217 W. John Street Plano, IL 60545		
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	
01 50 00/01	TEMPORARY FENCING (SITE PROTECTION)	FOOT	290	\$ 20.00	\$ 5,800.00	\$ 5.00	\$ 1,450.00	\$ 13.00	\$ 3,770.00	\$ 10.00	\$ 2,900.00	\$ 8.50	\$ 2,465.00	\$ 12.00	\$ 3,480.00	
02 41 52/01	DEMOLITION OF EXISTING CONTROL BUILDING	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 7,275.00	\$ 7,275.00	\$ 21,435.00	\$ 21,435.00	\$ 16,500.00	\$ 16,500.00	\$ 15,991.36	\$ 15,991.36	\$ 20,000.00	\$ 20,000.00	
03 30 00/01	CONTROL BUILDING FOUNDATION	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 65,000.00	\$ 65,000.00	\$ 41,117.00	\$ 41,117.00	\$ 29,125.00	\$ 29,125.00	\$ 33,600.00	\$ 33,600.00	\$ 40,000.00	\$ 40,000.00	
03 30 00/02	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 7 INCH	SQ YD	110	\$ 35.00	\$ 3,850.00	\$ 100.00	\$ 11,000.00	\$ 134.00	\$ 14,740.00	\$ 180.00	\$ 19,800.00	\$ 141.12	\$ 15,523.20	\$ 125.00	\$ 13,750.00	
03 30 00/03	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1050	\$ 25.00	\$ 26,250.00	\$ 13.25	\$ 13,912.50	\$ 14.00	\$ 14,700.00	\$ 18.00	\$ 18,900.00	\$ 13.44	\$ 14,112.00	\$ 13.00	\$ 13,650.00	
03 30 00/04	PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	70	\$ 30.00	\$ 2,100.00	\$ 16.25	\$ 1,137.50	\$ 17.00	\$ 1,190.00	\$ 40.00	\$ 2,800.00	\$ 15.68	\$ 1,097.60	\$ 19.00	\$ 1,330.00	
13 34 25/01	CONTROL BUILDING	L SUM	1	\$ 200,000.00	\$ 200,000.00	\$ 295,000.00	\$ 295,000.00	\$ 233,816.00	\$ 233,816.00	\$ 289,240.00	\$ 289,240.00	\$ 273,230.99	\$ 273,230.99	\$ 317,000.00	\$ 317,000.00	
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 4,500.00	\$ 4,500.00	\$ 7,875.00	\$ 7,875.00	\$ 5,375.00	\$ 5,375.00	\$ 4,342.24	\$ 4,342.24	\$ 8,800.00	\$ 8,800.00	
26 05 23/01	CONTROL-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 4,209.00	\$ 4,209.00	\$ 1,100.00	\$ 1,100.00	\$ 1,478.40	\$ 1,478.40	\$ 4,000.00	\$ 4,000.00	
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,646.00	\$ 6,646.00	\$ 4,000.00	\$ 4,000.00	\$ 12,880.00	\$ 12,880.00	\$ 6,200.00	\$ 6,200.00	
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00	\$ 20,219.00	\$ 20,219.00	\$ 19,815.00	\$ 19,815.00	\$ 39,898.88	\$ 39,898.88	\$ 19,000.00	\$ 19,000.00	
26 27 16/01	PUMP CABLE JUNCTION BOX	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,760.00	\$ 3,760.00	\$ 3,500.00	\$ 3,500.00	\$ 7,379.68	\$ 7,379.68	\$ 11,000.00	\$ 11,000.00	
26 29 20/01	PUMP CONTROL PANEL AND SCADA INTEGRATION	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 5,500.00	\$ 5,500.00	\$ 36,055.00	\$ 36,055.00	\$ 34,495.00	\$ 34,495.00	\$ 556.64	\$ 556.64	\$ 36,000.00	\$ 36,000.00	
26 29 20/02	LEVEL MANAGEMENT SYSTEM	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,280.00	\$ 3,280.00	\$ 3,500.00	\$ 3,500.00	\$ 21,210.56	\$ 21,210.56	\$ 21,000.00	\$ 21,000.00	
26 29 23/01	VARIABLE FREQUENCY DRIVE	EACH	2	\$ 15,000.00	\$ 30,000.00	\$ 6,500.00	\$ 13,000.00	\$ 14,758.00	\$ 29,516.00	\$ 15,340.00	\$ 30,680.00	\$ 278.88	\$ 557.76	\$ 15,000.00	\$ 30,000.00	
26 32 13/01	DIESEL ENGINE GENERATOR	EACH	1	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 63,652.00	\$ 63,652.00	\$ 41,750.00	\$ 41,750.00	\$ 40,139.95	\$ 40,139.95	\$ 55,000.00	\$ 55,000.00	
26 36 00/01	AUTOMATIC TRANSFER SWITCH	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,889.00	\$ 3,889.00	\$ 800.00	\$ 800.00	\$ 2,852.64	\$ 2,852.64	\$ 6,200.00	\$ 6,200.00	
26 60 20/01	ELECTRIC SERVICE AND DISTRIBUTION	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 12,500.00	\$ 12,500.00	\$ 6,974.00	\$ 6,974.00	\$ 8,170.00	\$ 8,170.00	\$ 18,301.92	\$ 18,301.92	\$ 6,600.00	\$ 6,600.00	
26 60 20/02	UTILITY METER FITTING	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00	\$ 802.00	\$ 802.00	\$ 1,000.00	\$ 1,000.00	\$ 691.04	\$ 691.04	\$ 1,000.00	\$ 1,000.00	
31 10 00/01	VEGETATION REMOVAL	L SUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,672.00	\$ 2,672.00	\$ 6,875.00	\$ 6,875.00	\$ 3,304.00	\$ 3,304.00	\$ 5,000.00	\$ 5,000.00	
31 20 00/01	DRIVEWAY PAVEMENT REMOVAL	SQ YD	75	\$ 25.00	\$ 1,875.00	\$ 25.00	\$ 1,875.00	\$ 26.00	\$ 1,950.00	\$ 25.00	\$ 1,875.00	\$ 21.65	\$ 1,623.75	\$ 22.00	\$ 1,650.00	
31 20 00/02	SIDEWALK REMOVAL	SQ FT	70	\$ 25.00	\$ 1,750.00	\$ 0.50	\$ 35.00	\$ 2.00	\$ 140.00	\$ 15.00	\$ 1,050.00	\$ 4.72	\$ 330.40	\$ 5.00	\$ 350.00	
31 20 00/03	FENCE REMOVAL	FOOT	160	\$ 20.00	\$ 3,200.00	\$ 1.50	\$ 240.00	\$ 16.00	\$ 2,560.00	\$ 25.00	\$ 4,000.00	\$ 22.96	\$ 3,673.60	\$ 4.00	\$ 640.00	
31 25 13/01	CONCRETE WASHOUT	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 802.00	\$ 802.00	\$ 1,500.00	\$ 1,500.00	\$ 840.00	\$ 840.00	\$ 600.00	\$ 600.00	
31 25 13/02	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 1.00	\$ 1.00	\$ 8,977.00	\$ 8,977.00	\$ 3,000.00	\$ 3,000.00	\$ 1,120.00	\$ 1,120.00	\$ 8,000.00	\$ 8,000.00	
31 25 13/03	PERIMETER EROSION BARRIER	FOOT	275	\$ 5.00	\$ 1,375.00	\$ 6.00	\$ 1,650.00	\$ 5.00	\$ 1,375.00	\$ 5.00	\$ 1,375.00	\$ 8.64	\$ 2,376.00	\$ 3.00	\$ 825.00	
31 25 13/04	INLET FILTER	EACH	1	\$ 500.00	\$ 500.00	\$ 180.00	\$ 180.00	\$ 276.00	\$ 276.00	\$ 500.00	\$ 500.00	\$ 280.00	\$ 280.00	\$ 150.00	\$ 150.00	
32 39 14/01	BOLLARD	EACH	5	\$ 2,000.00	\$ 10,000.00	\$ 775.00	\$ 3,875.00	\$ 1,729.00	\$ 8,645.00	\$ 1,531.00	\$ 7,655.00	\$ 560.00	\$ 2,800.00	\$ 650.00	\$ 3,250.00	
32 92 19/01	TOPSOIL FURNISH AND PLACE 4"	SQ YD	215	\$ 20.00	\$ 4,300.00	\$ 7.00	\$ 1,505.00	\$ 7.00	\$ 1,505.00	\$ 14.00	\$ 3,010.00	\$ 13.44	\$ 2,889.60	\$ 10.00	\$ 2,150.00	
32 92 19/02	SEEDING, CLASS 1	SQ YD	140	\$ 10.00	\$ 1,400.00	\$ 3.00	\$ 420.00	\$ 5.00	\$ 700.00	\$ 7.50	\$ 1,050.00	\$ 6.72	\$ 940.80	\$ 6.00	\$ 840.00	
32 92 19/03	EROSION CONTROL BLANKET	SQ YD	140	\$ 5.00	\$ 700.00	\$ 5.00	\$ 700.00	\$ 5.00	\$ 700.00	\$ 7.50	\$ 1,050.00	\$ 6.72	\$ 940.80	\$ 6.00	\$ 840.00	
32 92 19/04	MULCH FURNISH AND PLACE 3"	SQ YD	75	\$ 20.00	\$ 1,500.00	\$ 9.00	\$ 675.00	\$ 91.00	\$ 6,825.00	\$ 11.00	\$ 825.00	\$ 31.36	\$ 2,352.00	\$ 15.00	\$ 1,125.00	
32 92 19/05	SHRUB	EACH	18	\$ 500.00	\$ 9,000.00	\$ 345.00	\$ 6,210.00	\$ 192.00	\$ 3,456.00	\$ 516.00	\$ 9,288.00	\$ 672.00	\$ 12,096.00	\$ 250.00	\$ 4,500.00	
33 41 00/01	DIGITAL TRANSIT TIME FLOW MONITOR	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,490.00	\$ 9,490.00	\$ 3,570.00	\$ 3,570.00	\$ 7,191.21	\$ 7,191.21	\$ 15,000.00	\$ 15,000.00	
-	CONTINGENCY	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
-	BONDS AND INSURANCE	L SUM	1		\$ 21,304.00	\$ 25,000.00	\$ 25,000.00	\$ 15,324.00	\$ 15,324.00	\$ 5,500.00	\$ 5,500.00	\$ 39,484.80	\$ 39,484.80	\$ 15,000.00	\$ 15,000.00	
				<b>TOTAL BID COST</b>	<b>\$ 553,904.00</b>	<b>\$ 592,291.00</b>	<b>\$ 598,042.00</b>	<b>\$ 600,573.00</b>	<b>\$ 603,552.82</b>	<b>\$ 688,930.00</b>						

As corrected by CBBEL



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 18, 2020

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

Attention: Mr. Joe Fitzpatrick  
Water Superintendent

Subject: Bid Review  
Post 4 Lift Station Improvements  
Village of Tinley Park  
(CBBEL Project No. 01.R160373.00007)

Dear Joe:

Five bids for the subject project were received and opened on November 18, 2020 shortly after 10:00 a.m. in the Village of Tinley Park Board Room. The bids are summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Total Bid
Swallow Construction Corp.	\$592,291.00
Airy's, Inc.	\$598,042.00
Tracy & Ed Construction, Inc.	\$600,573.00
AMS Mechanical Systems, Inc.	\$603,552.82
Performance Construction & Engineering, LLC	\$688,930.00
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$550,000.00</i>

Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications, and acknowledged/incorporated Addendum No. 1 in their respective bids.
2. There were three math errors in AMS's bid which increased the "as read" amount of \$603,552.68 to the calculated amount of \$603,552.82.



3. The apparent low bidder is Swallow Construction Corp. with a bid of \$592,291.00. However, per Page 3 of the Notice to Bidders included in the Contract Documents, the Village may provide local vendors with preferential treatment if their bid falls within a specified percentage range. Airy's, Inc. office and yard is located within the Village of Tinley Park and is considered a local vendor. Airy's bid (\$598,042.00) was \$5,751.00 more than the low bidder, or 0.97% above the low bid. This amount falls within the allowable range for the Village to forego the lowest responsible bid in favor of a local vendor. The range is as follows (excerpt from Notice to Bidders in Contract Documents):

<u>Contract Value</u>	<u>Range (Up to a Maximum of)</u>
\$0 - \$250,000	5%
\$250,000 - \$500,000	4%
<b>\$500,000 - \$750,000</b>	<b>3%</b>
\$750,000 - \$1,000,000	2%
\$1,000,000 - \$2,000,000	1%

Therefore, the Village may award the project to Swallow Construction Corp. in the amount of \$592,291.00 or award the project to Airy's, Inc. for \$598,042.00.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John P. Caruso, PE  
Head, Mechanical/Electrical Department

JPC/pjb

**PAMPHLET**

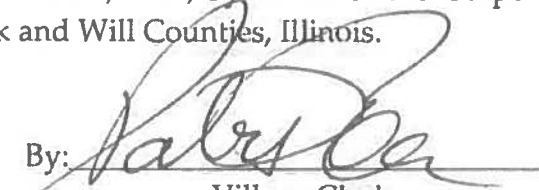
**FRONT OF PAMPHLET**

**ORDINANCE NUMBER 2017-O-012**

**AN ORDINANCE ADOPTING A PURCHASING POLICY  
FOR THE VILLAGE OF TINLEY PARK**

Published in pamphlet form this 7<sup>th</sup> day of March, 2017, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By:



Village Clerk

attempt to coordinate any potential vendor meetings with the Tinley Park Chamber of Commerce as to maximize the effectiveness of said meetings.

## 7.0 Policy Review and Revision

This Manual may be reviewed from time to time and revised as determined necessary by the Village Board. Interpretations of the guidelines established in this manual shall be referred to the Village Manager for his/her interpretation and final decisions regarding policy implementation.

### 7.1 Local Vendor Purchasing Policy

The Village of Tinley Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Tinley Park. This belief is based upon the fact that the active uses of commercial properties in Tinley Park benefits the community through stabilization of property tax, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region. In an effort to promote the aforementioned benefits, the Village of Tinley Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated as follows. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest responsive and responsible bid exceeds the applicable percentage indicated as follows:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 to \$250,000	5%
\$250,000 to \$500,000	4%
\$500,000 to \$750,000	3%
\$750,000 to \$1,000,000	2%
\$1,000,000 to \$2,000,000	1%

Under no circumstances will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$25,000 or more.

This policy shall **ONLY** apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Tinley Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this policy simply provides the Village with the option of doing so when applicable. Furthermore, this policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

# TINLEY PARK



## RESOLUTION 2020-R-124

### *A RESOLUTION PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS*

**WHEREAS**, the United States Federal Aviation Authority, more commonly referred to as the FAA, is responsible for all flights and landing operations in the Continental United States, and, therefore, requires precise coordination for any and all domestic flying; and,

**WHEREAS**, in the past sixty-four (64) years, thousands of man-made objects have been thrown into the atmosphere around this planet thereby further complicating the safe movement of any flying machines and/or sleighs; and,

**WHEREAS**, the Illinois State Department of Aviation directs that local authorities establish the necessary approval for any flights to land within the State except at registered airports; and,

**WHEREAS**, the Sheriffs of Cook and Will Counties further delegate that authority, when properly approved to the municipalities of those counties; and,

**WHEREAS**, any miniature sleigh with eight (8) tiny reindeer shall designate the first reindeer to respond to landing signals with his blinking red nose; and,

**WHEREAS**, said sleigh shall be full of toys and will not exceed the air travel weight load limit; and,

**WHEREAS**, the driver shall be a jolly old elf of outstanding character and shall have in his possession a good flying record.

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of TINLEY PARK, representing the great citizens of the community, provide Santa Claus with all approvals necessary, in whatever order required, to land at the homes as often as he deems appropriate, while wearing a mask, practicing social distancing, and using hand sanitizer between each home, on Thursday evening, December 24, 2020, and Friday morning, December 25, 2020.

**BE IT FURTHER RESOLVED** that the Police Department, the Public Works Department, and other Municipal Agencies shall provide speedy and helpful assistance to guarantee St. Nick's movement throughout the World.

**PASSED** this 15<sup>th</sup> day of December, 2020,

\_\_\_\_\_  
JACOB C. VANDENBERG, VILLAGE PRESIDENT

\_\_\_\_\_  
ATTEST: KRISTIN A. THIRION, 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



# **STAFF COMMENT**

# **BOARD COMMENT**

# **PUBLIC COMMENT**

**CONSIDER APPROVAL OF A  
REQUEST BY VILLAGE BOARD  
MEMBERS TO ATTEND THE  
EXECUTIVE SESSION BY  
REMOTE ELECTRONIC MEANS**

**CLERK THIRION**

# **EXECUTIVE SESSION**

## **ADJOURN TO EXECUTIVE SESSION TO DISCUSS:**

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**
  
- B. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.**
  
- C. 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.**
  
- D. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.**
  
- E. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.**