

NOTICE OF THE REGULAR VILLAGE BOARD MEETING

The regular meeting of the Village Board is scheduled for
Tuesday, November 16, 2021, beginning at 6:30 p.m.

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

NOTICE - MEETING MODIFICATION DUE TO COVID-19

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person wear a face-covering to cover their nose and mouth.

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 or place requests in the Drop Box at the Village Hall by noon on November 16, 2021. 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 of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person wear a face-covering to cover their nose and mouth.

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

Written Comments

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

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

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

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

Live Public Participation During Meeting

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

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wish 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, November 16, 2021, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM CALL TO ORDER

 PLEDGE OF ALLEGIANCE

 ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
VILLAGE BOARD MEETING HELD ON NOVEMBER 2, 2021.

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

COMMENTS: _____

ITEM #3

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

ACTION: Discussion: The following business will be presented:

- Xtreme Fire Protection, 8052 186th Street

No specific action required.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER THE FOLLOWING COMMISSION APPOINTMENT FOR FISCAL YEAR 2022 - **President Glotz**

ACTION: Discussion:
Sister Cities Commission
David Niemeyer

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER APPOINTING STEPHEN KLOTZ TO THE POSITION OF FIRE SERVICE ADMINISTRATOR - **President Glotz**

ACTION: Discussion: Stephen Klotz has been in the Fire Service industry for over 40 years and most recently held the position of Battalion Chief for the Bedford Park Fire Department. He joined the Village of Tinley Park's Fire Department in 1993 and has been promoted through the ranks and has been serving as Deputy Chief of Fire Suppression since 2013. He also served as Interim Fire Chief in 2016 and has been serving as Interim Fire Administrator since July 2021. Steve was instrumental in converting the volunteer fire department to a part-time organization in 2001. He has worked closely with neighboring communities to set up Automatic-Aid agreements, overseen the construction and operation of Fire Station 47, served as Incident Command for numerous fires and large-scale events, and was part of the Unified Command COVID-19 response for the mass vaccination site for the State of Illinois. He holds many certifications, including the Chief Fire Officer (CFO) certification. **Consider appointing Stephen Klotz to the position of Fire Service Administrator effective December 1, 2021.**

COMMENTS: _____

ITEM #6

SUBJECT: CONDUCT A SWEARING IN CEREMONY FOR FIRE SERVICE ADMINISTRATOR STEPHEN KLOTZ - **Clerk Thirion**

ACTION: Discussion: Clerk Thirion will swear in Fire Service Administrator Stephen Klotz. **No specific action required.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER APPOINTING JASON FREEMAN TO THE POSITION OF PUBLIC INFORMATION SPECIALIST - **President Glotz**

ACTION: Discussion: Jason began his journalism career in 2004 and joined the Village nearly eight years ago as the Public Information Coordinator. He is an accomplished writer and provides instrumental support to the marketing department through content creation, information distribution, website management and video shooting and editing. With the addition of the tourism initiative to the Marketing Department, it is recommended that Jason is promoted to the position of Public Information Specialist. He holds a Bachelor's degree in English. **Consider appointing Jason Freeman to the position of Public Information Specialist effective November 22, 2021.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER APPOINTING NICHOLE GARDINER TO THE POSITION OF COMMUNITY ENGAGEMENT SPECIALIST - **President Glotz**

ACTION: Discussion: Nichole joined the Village Marketing Department in 2019 and has successfully managed and expanded the Village's various social media communication platforms. She also provides key support for graphic and video delivery initiatives. With the addition of the tourism initiative to the Marketing Department, it is recommended that Nichole is promoted to the position of Community Engagement Specialist. She holds a Bachelor's degree in Integrated Marketing Communication with a minor in Mass Media from Illinois State University. **Consider appointing Nichole Gardiner to the position of Community Engagement Specialist effective November 22, 2021.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2021-R-108 AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND POINT B COMMUNICATIONS FOR MARKETING CAMPAIGN DEVELOPMENT IN THE AMOUNT OF \$28,000.
- B. CONSIDER ADOPTING RESOLUTION 2021-R-109 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING FOR THE WATER MODEL UPDATE AND MAINTENANCE IN THE AMOUNT OF \$39,500.

- C. CONSIDER ADOPTING RESOLUTION 2021-R-110 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING FOR WATER MAIN REPLACEMENT, DESIGN & CONSTRUCTION ENGINEERING FOR IRONWOOD DRIVE IN THE AMOUNT OF \$92,577.
- D. CONSIDER ADOPTING RESOLUTION 2021-R-111 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER BURKE ENGINEERING FOR WATER MAIN REPLACEMENT, DESIGN & CONSTRUCTION ENGINEERING FOR DOROTHY LANE IN THE AMOUNT OF \$82,818.
- E. CONSIDER REQUEST FROM PEOPLES ANIMAL WELFARE SOCIETY (P.A.W.S.), TO CONDUCT A RAFFLE THROUGH SUNDAY, DECEMBER 19, 2021, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$1,850. WINNERS WILL BE DRAWN AT P.A.W.S. 8301 191ST STREET.
- F. CONSIDER REQUEST FROM CRISIS CENTER FOR SOUTH SUBURBIA, TO CONDUCT A RAFFLE THROUGH SATURDAY, FEBRUARY 26, 2022, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$7,500. WINNERS WILL BE DRAWN AT THE AT THE ODYSSEY COUNTRY CLUB, 19110 RIDGELAND AVENUE.
- G. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,918,204.40 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED NOVEMBER 5, AND NOVEMBER 12, 2021.

ACTION: Discussion: Consider approval of consent agenda items.

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTION RESOLUTION 2021-R-112 A RESOLUTION APPROVING A COOK COUNTY ASSESSMENT CLASSIFICATION 6B FOR PROPERTY AT 7351 DUVAN DRIVE (B&B WAREHOUSING) - **Trustee Mueller**

ACTION: Discussion: The owners of B & B Warehousing request renewal of their Class 6B Tax Incentive with Cook County in order to continue operating their family owned business which provides storage and distribution for major food manufacturers across the nation. The Economic Commercial Commission reviewed the request at the November 8, 2021, meeting and recommended by unanimous approval. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER WAIVING FIRST READING AND ADOPTING RESOLUTION 2021-R-113 AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND LOYOLA UNIVERSITY HEALTH SYSTEMS FOR CERTAIN PROPERTY LOCATED AT THE SOUTHWEST CORNER OF LAGRANGE ROAD AND 179TH STREET - **Trustee Mueller**

ACTION: Discussion: Loyola will be providing an easement to the Village for the construction of a permanent lift station and construct a 12" watermain to complete a necessary loop to the Village's system. The agreement outlines a waiver of permit and water tap on fees for the construction of the medical facility and a reduced recapture fee. This item was discussed at the Committee of the Whole earlier this evening. Waiver of first reading is requested because of timing for the Village to construct the necessary improvements. **If first reading is waived, this Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-077 GRANTING A MAP AMENDMENT FOR PROPERTY LOCATED AT 17901 LAGRANGE ROAD TO BE REZONED FROM THE B-3 TO THE ORI ZONING DISTRICT - **Trustee Mueller**

ACTION: Discussion: The rezoning allows the lot to be consolidated with the neighboring lot and the proposed new Loyola Medicine Ambulatory Care Center to be constructed. The Plan Commission held a Public Hearing on October 21, 2021, and voted 5-0 to recommend approval of the Map Amendment in accordance with the listed plans and Findings of Fact in the Staff Report. The Village Board held a first reading on this item at the November 2, 2021, Village Board Meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-100 APPROVING AND ACCEPTING A FINAL PLAT OF CONSOLIDATION FOR THE LOYOLA MEDICINE PROPERTIES LOCATED AT 17901 LAGRANGE ROAD - **Trustee Mueller**

ACTION: Discussion: The Plan Commission reviewed the Final Plat on October 21, 2021, and voted 5-0 to recommend approval with the conditions listed in the Staff Report. The Village Board held a first reading on this item at the November 2, 2021, Village Board meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-078 GRANTING VARIATIONS FOR THE PROPERTY AT 17901 LAGRANGE ROAD (LOYOLA MEDICINE) - **Trustee Mueller**

ACTION: Discussion: The Plan Commission held a Public Hearing on October 21, 2021, and voted 5-0 to recommended approval of the 11 listed variations in accordance with the listed plans and Findings of Fact in the Staff Report. The Village Board held a first reading on this item at the November 2, 2021, Village Board meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-075 GRANTING A MAP AMENDMENT FOR LOT 1 OF BROOKSIDE GLEN VILLAS SUBDIVISION LOCATED AT 8001 191ST STREET TO BE REZONED FROM B-3 TO THE R-5 ZONING DISTRICT - **Trustee Mueller**

ACTION: Discussion: The purpose of the rezoning will allow a portion of the property to be developed as a residential subdivision consisting of 98 duplex residential units. The remaining portion of the property will remain B-3 for future commercial development. The Village Board held a first reading on this item at the November 2, 2021, Village Board meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-076 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AND PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT FOR THE BROOKSIDE GLEN VILLAS SUBDIVISION - **Trustee Mueller**

ACTION: Discussion: The preliminary approvals allow for a residential development with 98 duplex residential units. The Village Board held a first reading on this item at the November 2, 2021, Village Board meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-097 APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR THE BROOKSIDE GLEN VILLAS SUBDIVISION LOCATED AT 8001 191ST STREET - **Trustee Mueller**

ACTION: Discussion: The subdivision will allow for rezoning of Lot 1 for the residential development and Lot 2 remaining for a future commercial development. The Village Board held a first reading on this item at the November 2, 2021, Village Board meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #18

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-085 APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 8, 1967, KNOWN AS TRUST NUMBER 1270 AND THE DONNA JEAN ALLEN TRUST U/T/A DATED 12-19-2003, FOR THE PURCHASE OF PROPERTY LOCATED AT 17122-17126 OAK PARK AVENUE IN TINLEY PARK, ILLINOIS - **Trustee Brady**

ACTION: Discussion: Approve purchase of property located at 17122-26 Oak Park Avenue for \$180,000. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #19

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #20

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #21

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ADJOURNMENT

**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD NOVEMBER 2, 2021**

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 Oak Park Avenue, Tinley Park, IL on November 2, 2021. President Glotz called this meeting to order at 7:01 p.m.

President Glotz stated this meeting is being conducted pursuant to Governor Pritzker's disaster proclamation and Public Act 101-0640, which amends requirements of the Open Meetings Act due to the COVID-19 pandemic.

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

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

Village President:	Michael W. Glotz
Village Clerk:	Kristin A. Thirion
Trustees:	William P. Brady William A. Brennan Diane M. Galante Dennis P. Mahoney Michael G. Mueller Colleen M. Sullivan
Absent:	
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager	Hannah Lipman
Village Attorney:	Paul O'Grady

Motion was made by Trustee Mueller, seconded by Trustee Brennan to remove **ITEM #21 TRUTH IN TAXATION DETERMINATION FOR THE TAX YEAR 2021 LEVY** from the agenda. Assistant Village Manager Lipman stated that the requirement to review Truth In Taxation had been discussed by the Village Board at the Committee of the Whole meeting held on October 19, 2021. The item on this agenda is for informational purposes. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to approve and place on file the minutes of the regular Village Board meeting held on October 19, 2021. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- Avocado Theory, 17302 Oak Park Avenue

Motion was made by Trustee Brennan, seconded by Trustee Brady, to appoint **THE FOLLOWING COMMISSION APPOINTMENTS FOR THE FISCAL YEAR 2022.**

Plan Commission

Kurt Truxal

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

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

- A. CONSIDER REAPPOINTING DAN REDA AS INTERIM DEPUTY CHIEF/FIRE SUPPRESSION FOR UP TO A MAXIMUM OF 75 DAYS.
- B. CONSIDER APPROVING AN EXCEPTION TO SECTION 2.11 OF THE PERSONNEL MANUAL (DUAL CAPACITY EMPLOYMENT) TO ALLOW HANNAH LIPMAN TO HOLD THE POSITIONS OF ASSISTANT VILLAGE MANAGER AND INTERIM TREASURER TO ENSURE CONTINUITY OF OPERATIONS.
- C. CONSIDER ADOPTING RESOLUTION 2021-R-105 AUTHORIZING AN AGREEMENT WITH BRAD BETTENHAUSEN AND ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$90,000.
- D. CONSIDER ADOPTING RESOLUTION 2021-R-106 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CORNERSTONE GOVERNMENT AFFAIRS, INC. RELATED TO THE TINLEY PARK MENTAL HEALTH CENTER IN THE AMOUNT OF \$71,500.
- E. CONSIDER ADOPTING RESOLUTION 2021-R-107 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CORNERSTONE GOVERNMENT AFFAIRS, INC. IN THE AMOUNT OF \$11,000.
- F. CONSIDER ADOPTING RESOLUTION 2021-R-104 AUTHORIZING AN EMERGENCY SOLE SOURCE PURCHASE AND INSTALLATION OF PUMPS AT POST 6 SANITARY SEWER LIFT STATION IN THE AMOUNT OF \$40,172.80.
- G. CONSIDER ADOPTING RESOLUTION 2021-R-096 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR POST 5 (17098 80TH AVENUE) LIFT STATION CONSTRUCTION ENGINEERING IN THE AMOUNT OF \$29,500.

- H. CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 W. 176TH STREET, TO CONDUCT A RAFFLE THROUGH MAY 7, 2021, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$19,500. WINNERS WILL BE DRAWN AT THE SCHOOL ON MAY 7, 2021.
- I. CONSIDER A REQUEST FROM ST. JULIE BILLIART CATHOLIC CHURCH, 7399 W. 159TH STREET, TO CONDUCT A RAFFLE THROUGH NOVEMBER 2, 2021, WITH THE MAXIMUM PRICE CHARGED PER TICKET SOLD OF \$5. WINNERS WILL BE DRAWN AT THE CHURCH ON THE LAST MONDAY OF EACH MONTH.
- J. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,683,577.62 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATES OCTOBER 22, AND OCTOBER 29, 2021.

President Glotz asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. President Glotz asked if there were any comments from members of the public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file **ORDINANCE 2021-O-074 ESTABLISHING A SPECIAL SERVICE AREA NO. 4**. A public hearing was held on the proposed Special Service Area No. 4 on July 20, 2021. The purpose of this Special Service Area will be to ensure that in the event improvements within the developed property located at the northeast corner of Vollmer Road and Harlem Avenue not maintained by the property owners, the Village may levy a special tax to pay for the maintenance of those improvements. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to place on first reading **ORDINANCE 2021-O-075 GRANTING A MAP AMENDMENT FOR LOT 1 OF BROOKSIDE GLEN VILLAS SUBDIVISION LOCATED AT 8001 191ST STREET TO BE REZONED FROM B-3 TO THE R-5 ZONING DISTRICT**. The purpose of the rezoning will allow the construction of a portion of the property to be developed into a residential subdivision consisting of 98 duplex residential units. The remaining portion of the property will remain B-3 for future commercial development.

The Plan Commission held a Public Hearing on October 21, 2021, and voted 6-0 to recommend approval of the Map Amendment in accordance with the listed plans and Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to place on first reading **ORDINANCE 2021-O-076 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AND PRELIMINARY PLANNED UNIT DEVELOPMENT PLAT FOR THE BROOKSIDE GLEN VILLAS SUBDIVISION**. The preliminary approvals allow for a residential development with 98 duplex residential units.

The Plan Commission held a Public Hearing on October 21, 2021, and voted 6-0 to recommend approval of the Special Use and Preliminary Plat in accordance with the listed plans and Findings of Fact in the Staff Report with the condition that the plat approval is subject to Village Engineer and Village Attorney approvals. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to place on first reading **RESOLUTION 2021-R-097 APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR THE BROOKSIDE GLEN VILLAS SUBDIVISION LOCATED AT 8001 191ST STREET.** The subdivision will allow for the rezoning of Lot 1 for the residential development and Lot 2 being a future commercial development.

The Plan Commission reviewed the Final Plat on October 21, 2021, and voted 6-0 to recommend approval with the condition that the approval is subject to Village Engineer and Village Attorney approvals. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brady to adopt and place on file **ADOPTING RESOLUTION 2021-R-098 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND H & H ELECTRIC FOR THE LED STREET LIGHTING REPLACEMENT PROJECT-PHASE 5.** Consider awarding a contract to H & H Electric in the amount of \$368,999. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ADOPTING RESOLUTION 2021-R-099 AUTHORIZING THE UTILIZATION OF THE FUNDING SOURCE FOR REBUILD ILLINOIS CAPITAL PLAN PROJECT - 80TH AVENUE IMPROVEMENT PROJECT.** The State of Illinois passed a capital plan to provide 45 billion dollars of funding into infrastructure across Illinois. The Village of Tinley Park was awarded over \$3.7 million in funding from this program and will receive it in six installments. The Village has received four of the six installments and has dedicated a portion of these funds to the 80th avenue improvement project. These funds are governed under the same statute and rules as Motor Fuel Tax Funds, and as such require the Village to pass a resolution authorizing the Village staff to utilize the funding source for the project. Public Works staff is working closely together with Robinson Engineering to see this project through completion and is ensuring that the funding is being appropriately utilized. This item was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to place on first reading **ORDINANCE 2021-O-077 GRANTING A MAP AMENDMENT FOR PROPERTY LOCATED AT 17901 LAGRANGE ROAD TO BE REZONED FROM THE B-3 TO THE ORI ZONING DISTRICT.** The rezoning allows the lot to be consolidated with the neighboring lot and a new Loyola Medicine Ambulatory Care Center to be constructed.

The Plan Commission held a Public Hearing on October 21, 2021, and voted 5-0 to recommend approval of the Map Amendment in accordance with the listed plans and Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to place on first reading **RESOLUTION 2021-R-100 APPROVING AND ACCEPTING A FINAL PLAT OF CONSOLIDATION FOR THE LOYOLA MEDICINE PROPERTIES LOCATED AT 17901 LAGRANGE ROAD.** The Plan Commission reviewed the Final Plat on October 21, 2021, and voted 5-0 to recommend approval with the conditions listed in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to place on first reading **ORDINANCE 2021-O-078 GRANTING VARIATIONS ON THE PROPERTY AT 17901 LAGRANGE ROAD (LOYOLA MEDICINE).** : Loyola Medicine seeks variations from the Urban Design Overlay District signage, parking, and exterior masonry requirements. The variations will permit Loyola Medicine to construct an approximately 72,000 square foot, 2-story medical clinic building on the southeast corner of 179th Street and LaGrange Road.

The Plan Commission held a Public Hearing on October 21, 2021, and voted 5-0 to recommend approval of the 11 listed Variations in accordance with the listed plans and Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2021-O-073 PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$17,500,000 GENERAL OBLIGATION BONDS OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, FOR THE PURPOSE OF FINANCING CERTAIN CAPITAL IMPROVEMENTS WITHIN SAID VILLAGE AND REFUNDING CERTAIN OF THE VILLAGE'S OUTSTANDING BONDS, PROVIDING FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS, AUTHORIZING AND DIRECTING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE ISSUE OF SAID BONDS, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF .** A parameters ordinance provides the Village Board an ordinance to adopt authorizing the sale of bonds at a future date, as long as certain parameters are met. This includes maximum par amount, interest rate, maturity date, etc. The ordinance also designates certain elected and appointed officials to complete the sale on behalf of the Village Board if the terms of the ordinance are met. A parameters ordinance allows more flexibility in setting a sale date for the bonds. Staff recommends approval of the parameters ordinance for the 2021 Bond Issue for the purpose of expanding and replacing water, sewer, drainage, and other infrastructure in the Village of Tinley Park. This item was discussed at the Committee of the Whole meeting held on October 19, 2021. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to place on first reading **ORDINANCE 2021-O-080 LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2021 TAX LEVY YEAR.** The property tax levy request for 2021 will be set at \$28,424,927. This amount represents a 1% increase over the previous year's requested tax levy. Since the overall levy increase is less than 5% of the prior year's extended levy, publication of a Truth in Taxation notice and Public Hearing are not required. The proposed levy was discussed with the Village Board at the October 19, 2021, Committee of the Whole, where feedback was provided to staff on the intended amount for the 2021 Tax Levy. The amount of the levy was reviewed and determined at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to place on first reading **ORDINANCE 2021-O-081 ABATING A PORTION OF THE 2021 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 2021 tax levy for this bond issue is established at \$686,400, 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 \$536,400 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 prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to place on first reading **ORDINANCE 2021-O-082 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 2021 tax levy requirement for this bond issue is established at \$990,250, and the Village is in a position to abate \$640,250 of this levy from the following sources and amounts:

Abatement Funding Source	Amount
Hotel/Motel Tax Fund/Oak Park Avenue TIF	\$396,100.00
Surtax Capital Projects Fund	\$74,361.74
Water & Sewer Fund	\$141,457.21
Stormwater Management Fund	\$17,695.77
Main Street South TIF	\$10,635.28

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

Motion was made by Trustee Brennan, seconded by Trustee Brady to place on first reading **ORDINANCE 2021-O-083 ABATING A PORTION OF THE TAX YEAR 2021 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 fourth 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 prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Brady to place on first reading **ORDINANCE 2021-O-084 ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2021 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 fourth and final 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 prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

President Glotz asked if there were any comments from members of the Staff.

Marketing Director Framke stated that the Veterans Day Ceremony will take place on Thursday, November 11th at 10 a.m. at General Patrick E. Rea Veterans Plaza located at the south entrance to the 80th Avenue Train Station.

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

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

Yasmeen Sheikah of the Tinley Park Patch stated this will be her last week with the Patch. She stated that it has been an honor to cover her hometown.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan at 7:39 p.m. to adjourn to Executive Session to discuss the following:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.

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

Motion was made by Trustee Brady, seconded by Trustee Mahoney, to adjourn the Village Board meeting at 7:54 p.m. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz 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

President Glotz and
Clerk Thirion

COMMISSION APPOINTMENT FOR FISCAL YEAR 2022

**Consider Appointing
Stephen Klotz to the position
of Fire Service Administrator**

**CONDUCT A SWEARING IN CEREMONY
FOR
FIRE SERVICE ADMINISTRATOR**

STAFF APPOINTMENTS

STAFF APPOINTMENTS

**Interoffice****Memo**

Date: November 10, 2021

To: Committee of the Whole

From: Donna Framke, Marketing Director

Subject: Tourism Marketing Campaign Development

As you know, we completed the Discovery session with a key group of tourism stakeholders on October 5th. This session allowed us to identify and agree upon the brand personality, the communications mix, the target audience, strengths and weaknesses, a ranking of key attributes, our long term sustainable competitive advantages and ultimately an agreed-upon positioning statement. The results of the session are available for review on the Village's website at: https://cms6.revize.com/revize/tinleypark/document_center/Department/Marketing%20department/Tinley%20Park%20Point%20A%20Recap%20Final.pdf

Now that we have identified these key pieces, the next step is to develop a campaign that communicates our strengths and advantages and brings the "Life Amplified" to life. The goal is to raise our profile among and beyond music fans and to market the community as the ideal destination for dining, shopping and recreation to a broad range of individual visitors and groups.

To accomplish this, I am recommending that we contract with Point B Communications for campaign development. This multi-step process will result in creative campaign concepts that effectively incorporate Tinley Park's brand assets into the digital assets needed for a programmatic and paid social campaign that will be executed in early 2022. In early 2022 we will also develop a paid media campaign to simultaneously take to market in the spring. The cost of this creative campaign development is \$28,000 and it will be funded by hotel/motel tax.



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

RESOLUTION
NO. 2021-R-108

**A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND POINT B COMMUNICATIONS FOR MARKETING CAMPAIGN
DEVELOPMENT**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2021-R-108**AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND POINT B COMMUNICATIONS FOR MARKETING CAMPAIGN DEVELOPMENT**

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 approving a contract with Point B Communications, a true and correct copy of such contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 16th day of November, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of November, 2021, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND POINT B COMMUNICATIONS FOR MARKETING CAMPAIGN DEVELOPMENT

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

CERTIFICATE

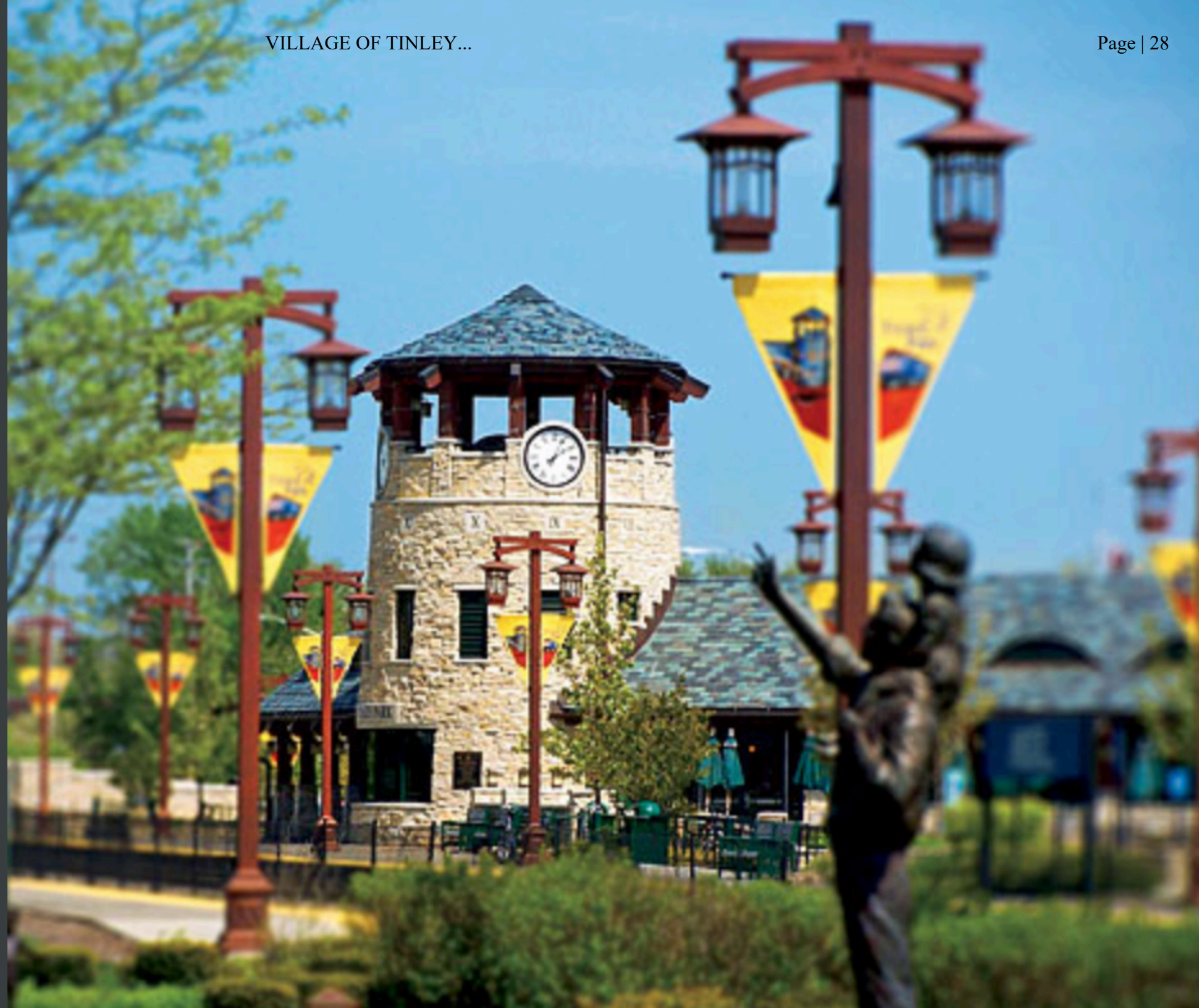
I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-108, “A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND POINT B COMMUNICATIONS FOR MARKETING CAMPAIGN DEVELOPMENT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF
TINLEY PARK

proposal for campaign
development



thank you

Point B Communications is thrilled to be considered for the marketing needs of The Village of Tinley Park for the development of a new campaign that will increase visitor traffic.

We trust you will find our experience, capabilities and passion to be ideally suited for the work at hand. More importantly, we are thrilled at the prospect of working with you.

From all of us at Point B,

Thank you.



a bit about us

at a glance

- Established 1975
- Approximately 40 staff members
- Reside in Chicago's West Loop neighborhood
- Seasoned professionals from most major disciplines
- Holistic but brand focused
- We characterize ourselves as "Brand & Digital"

we move people

- At Point B, our DNA is infused with 45+ years of success in travel, destination, hospitality and restaurant marketing. We've moved people to places and to purchase in record numbers to diverse geographies, attractions, products and experiences.

we are nimble

- We work in highly transactional environments - at the speed of retail! We pride ourselves on being able to react quickly yet strategically to changing client needs and market conditions.

we are driven by data

- We use data to drive our decisions. Every one. From the top of the funnel to the bottom, we collect and evaluate information which allows us to make intelligent strategic and creative recommendations. And with world class, realtime reporting, we make sure our clients stay as informed as we are.

point b is...

- Point B is involved. We are active participants and board members with many business and community organizations.
- Point B is resilient. We've survived great recessions, terrorist attacks and fundamental changes to our industry to emerge a stronger and more nimble agency.
- Point B is strong. We are cutting edge marketers but conservative business operators. To that end, we operate debt free and always have something put aside for a rainy day.
- Point B is loyal. We care about the people we work with and we believe they care about us. To that end, both our client and employee retention rates far outlast industry averages.
- Point B is organized. If it's broke, we want to find a way to fix it and keep it fixed. We believe in process in everything we do.

where we shine

Here are just a few of things we do. And the truth is, we love doing them. The fact that people pay us to do them makes it even better.



Strategic Planning



Collateral & Direct Mail



Brand Development & Articulation



Media Planning, Negotiation, Buying & Optimization



Campaign Development



Print Management Services



Interactive Design & Development



Experiential



Video Production



Interactive Media



New Media Management & Optimization



Public Relations/Social Media

scope of services

objective

The Village seeks to replace the cooperative marketing efforts of the past with a VTP focused marketing investment that will increase visitor traffic to the Village of Tinley Park.

campaign development

The campaign should expand upon the existing "Life Amplified" brand language and should reach both group and leisure segments.

campaign concept development

In this process, all agency staff involved with the account (writers, art directors, account staff, agency principals) attend a series of "cost of entry" meetings in which they are required to present a minimum number of concepts. In each meeting, concepts are reviewed, critiqued and eliminated. At the end of each meeting, direction is given for the generation of new concepts. Eventually, this process will result in the distillation of several ideas into a handful of rough concepts suitable for client review, critique and collaboration. Ultimately, client and agency will collaboratively narrow the field to 3 rough concepts to move into the concept refinement stage.

campaign concept refinement

This stage is intended to further bring the ideas to life. For each concept, detailed and intimate write-ups are created to form the foundational story of the concept. This phase of the exploration inspires the aesthetic developments such as: textures, typography and coloring which will be readily extendable to all markets and mediums.

concept finalization

Client will review concepts and select a final option. Point B will make two rounds of refinements to the chosen concept.

campaign creative development

Point B will work with the Tinley Park marketing team to develop the branded assets needed to execute an approved media plan. This includes the development of digital assets needed for any/all programmatic and paid social campaigns.



financial proposal

summary of recommendations

To achieve campaign objectives, we recommend the following:

agency fee	estimated cost
Campaign Development (Group and Leisure)	\$28,000
TOTAL	\$28,000

hourly rates

Point B will utilize the following hourly rates as outlined by discipline.

discipline	rate
Account Direction	\$170
Account Management	\$140
Account Coordination	\$105
Administrative Support	\$95
Creative Direction	\$210
Art Direction	\$155
Art Production	\$110
Copy Writing	\$150
Interactive Development	\$170
Production Management	\$150
Senior Strategy	\$255
Media Planning	\$170
Media Buying	\$125

terms & conditions

payment terms

Point B Communications terms on all invoices are net thirty (30) days from receipt of invoice. Interest charges of 1.5% per month will be applied to all invoices that are not paid within thirty (30) days of the invoice date.

Point B Communications services will be suspended if invoices lag more than 60 days.

out-of-pocket expenses

Out-of-pocket expenses such as but not limited to postage, mail house services, illustration, photography, CD/DVD duplication, shipping, color and digital outputs, messenger service, supplies and materials, presentation boards and travel expenses will be billed as they are incurred. Client will be notified and asked to approve all project expenses in excess of \$100. Client will be notified of any outside services that require partial or full payment in advance such as photography, postage, research projects or others as required by vendor prior to the initiation of the project.

printing & reproduction

Point B Communications has extensive knowledge and capabilities related to offset printing, digital printing, paper, bindery and finishing services, silk screening, photographic reproduction and other forms of printing and finishing services and can frequently deliver high-quality reproduction services at very competitive prices. To that end, Point B would like to be considered at par with any other Client print vendor. If Client chooses a print vendor other than Point B Communications, Point B Communications will deliver all files and specifications to chosen vendor in print ready format. If Point B Communications is requested to manage a third party print vendor, including oversight of quality, delivery or accounting matters, Point B Communications will charge a standard 15% margin.

media billing

For all media purchases, Point B will endeavor to effect media placements at the lowest available published or negotiated rate. With the exception of programmatic digital media and PPC, media will be purchased for a management fee of 15% of gross cost. All programmatic digital media will be priced on a cost per thousand (CPM) basis as stated on specific plans. Paid search will be purchased for a management fee of 20% of gross cost. All media will be invoiced in the month preceding publication, insertion or air date. Point B will check and verify insertions, displays, broadcast, or other means used, to such degree as is usually performed by agencies.

indemnification

Client shall also be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services and industry that Client furnishes to Point B Communications. Accordingly, Client shall indemnify and hold Point B Communications harmless from any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) which Point B Communications may incur as a result of any claim, suit or proceeding made or brought against Point B Communications based upon or arising out of any advertising created, placed, prepared or produced by or other services performed by Point B Communications for Client and which Client approved before publication, any alleged defect in Client products or services; and/or allegations that the manufacture, sale, distribution, advertising or use of any of Client products or services violate or infringes upon the copyright, trademark, patent or other rights of any third party. Point B Communications and its suppliers shall comply with all federal, state and local laws and regulations.

terms & conditions

indemnification (cont.)

Point B Communications shall indemnify and hold Client harmless from any and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) which Client may incur, through no fault of Client as a result of any claim, suit or proceeding made or brought against Client based upon or arising out of any advertising created, placed, prepared or produced by, or other services performed by Point B Communications or its suppliers for Client including, but not limited to, allegations and claims of false or deceptive advertising, defamation, libel or slander, rights of publicity and other patent, trademark or copyright infringement, and unfair competition except as set forth in paragraph above. Point B Communications shall not be responsible for missed deadlines or closing dates caused by Client delay in approving the advertising proposal. Client duty to indemnify Point B Communications under this provision attaches to all materials made pursuant to this Agreement and will not terminate with termination of this Agreement.

Point B Communications will obtain copyrights or trademarks on Client advertising placed by Point B Communications only when requested to do so in writing by Client. The cost to obtain this will be pre-paid by Client

Point B Communications will be solely liable for the payment of all invoices including media invoices if the Point B Communications has been paid for those invoices by Client Prior to payment to Point B Communications, Client shall be solely liable for the payment of all invoices including media invoices.

cancellation

Client shall have the right, at any time, to modify, reject, cancel or stop any and all plans, schedules or work-in-progress. For whatever reason, any work cancelled by Client while in progress shall be compensated for on the basis of work completed and expenses incurred at the time of cancellation. This includes all commitments made by the Point B Communications on Client's behalf.

ownership

Client and Point B Communications agree that all ideas, plans, designs, layouts, copy, and final artwork which are unique to Client as well as any and all pertinent production material which are produced pursuant to the terms of this Agreement, after payment has been made by Client, shall be the property of the Client. It is understood that work commissioned by Point B Communications from third party vendors such as photographers and illustrators is subject to different ownership and usage rights. Point B Communications will make every attempt to secure for Client ownership in any third party work.

In no event will Point B Communications use protected material created and paid for by Client whether accepted or rejected, for the benefit of another. However, Point B Communications may use materials created to promote itself. Client may incur additional fees from Point B Communications for transfer of ownership materials to another party.

proposal acceptance

confidentiality

Point B Communications agrees to use its best efforts to retain in confidence information which has been identified or treated as secret or confidential during the period of the Agreement and thereafter until approved for release by Client or until information becomes part of the public domain.

state of governing authority

This agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

proposal acceptance

The signatures below indicate acceptance of this brand development proposal and authorize the commencement of work.

Representing The Village of Tinley Park

Date

Representing Point B Communications

Date

why point b communications

Sure, a big agency will have ample resources to address your needs, but will likely come with a hefty price tag and similarly bloated process. And while many smaller shops can react more quickly, they are often singularly focused by industry or discipline, hampering their ability to provide truly holistic solutions.

Some might call us boutique. We prefer to think of ourselves as a nimble, strategic task force. We pride ourselves on being able to react quickly yet strategically to changing client needs and market conditions. And because your task force is made up of experts from each important discipline, you'll be certain to get well rounded, thoroughly vetted solutions.

We are:

- Large enough team to have professionals in all required disciplines
- Small enough to be responsive, nimble and affordable

We have:

- A process which allows your message to be custom crafted to your exact needs
- The flexibility to handle immediate needs while still keeping the bigger brand picture in mind



thank you

For a list of references or any questions regarding this proposal please contact:

Hamish McDonald, Vice President Client Service

312.335.6185

hmcDonald@pointbcommunications.com

600 W Fulton, Suite 710

Chicago, IL 60661

pointbcommunications.com



Interoffice

Memo

Date: November 9, 2021

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Water Model Update and Maintenance

Presented for Committee of the Whole and Village Board discussion and action.

Description: Public Works is requesting a qualified engineering firm, which has experience and knowledge, to update and maintain the current water model. Updating and maintaining the current model is needed to confirm the water system is represented correctly. Under this agreement, future development scenarios could be determined using the software, which will ensure water demands are met.

Background: Water distribution system modeling (commonly referred to as hydraulic modeling) is used to predict the performance of a water system to solve a wide variety of issues. These issues include design, operations, system planning, water quality, water loss, energy management, and emergency response. Public Works received the final water model report and corresponding data earlier this year. The water model needs to be maintained to remain accurate as water demand changes through water main replacement, system components are changed, or as development takes place.

Engineering Firm:
Christopher Burke Eng.

Location:
Rosemont, IL

Proposal:
\$39,500

Budget/ Finance: Funding in the amount of \$39,500 is available in approved FY2022 Budget.

Staff Direction Request: Approve Christopher Burke Engineering Water Model Maintenance Contract in the amount not to exceed \$39,500.

Attachments:

- 1) Professional Service Agreement



Interoffice

Memo

Date: November 10, 2021

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Ironwood Drive Water Main Replacement Design & Construction Engineering

Presented for Committee of the Whole and Village Board consideration and action

Description: The Village is seeking design and construction engineering services for water main replacement on Ironwood Drive. Scope of services include, but not limited to, design layout, preparing bid documents, reviewing submittals, aiding with contract administration, and full-time construction observation services.

Background: Public Works has determined, using the water system model, water main break history, and institutional knowledge, the water main on Ironwood Drive needs to be replaced. There will be approximately 1,400 linear feet of water main replaced on Ironwood Drive from Tanbark Drive to Woodland Drive.

<u>Engineering Firm:</u> Christopher Burke Eng.	<u>Location:</u> Rosemont, IL	<u>Proposal:</u> \$92,577
----------------------------------------------------	----------------------------------	------------------------------

Budget/ Finance: Funding in the amount of \$92,577 is available for use through the American Rescue Plan Act (ARPA) and was previously discussed with the Finance Department.

Staff Direction Request: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount of \$92,577.

Attachments:

1. Proposal and Scope of Services for Ironwood Drive Design and Construction Engineering.

**Interoffice****Memo**

Date: November 10, 2021

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Dorothy Ln. Water Main Replacement Design & Construction Engineering

Presented for Committee of the Whole and Village Board consideration and action

Description: The Village is seeking design and construction engineering services for water main replacement on and near Dorothy Lane. Scope of services include, but not limited to, design layout, preparing bid documents, reviewing submittals, aiding with contract administration, and full-time construction observation services.

Background: Public Works has determined, using the water system model, water main break history, and institutional knowledge, the water main on Dorothy Lane from Oketo Avenue to 169th Street needs to be replaced. Also included in this project is replacing the water main on 169th Street from Oketo Avenue to Odell Avenue, and water main on Odell Avenue from 169th Street to 170th Street. In total, there will be approximately 1,100 linear feet of water main replaced.

Engineering Firm:
Christopher Burke Eng.

Location:
Rosemont, IL

Proposal:
\$82,818

Budget/ Finance: Funding in the amount of \$82,818 is available for use through the American Rescue Plan Act (ARPA) and was previously discussed with the Finance Department.

Staff Direction Request: Approve a professional services contract with Christopher B. Burke Engineering, LTD. in the amount of \$82,818.

Attachments:

1. Proposal and Scope of Services for Dorothy Lane Design and Construction Engineering.

RAFFLE LICENSE APPLICATION



Date: 10-27-21

1. Organization name: Peoples Animal Welfare Society (P.A.W.S. of Tinley Park)

2. Organization address: 8301 W 191st Street Tinley Park IL 60487

3. Mailing address if different from above:
PO Box 542 Tinley Park IL 60477

4. Check type of not-for-profit organization (*must be in existence for a period of five years and attached documentary evidence*):

- Religious Charitable Labor Fraternal
- Educational Veterans Business

5. How long has the organization been in existence: 47 years

6. Place and date of incorporation: Tinley Park IL - March 1974

7. Number of members in good standing: 200+

8. President/chairperson: Chairperson: Vicki Dean

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

9. Raffle manager: as above

Address: _____

Phone: _____ Email: _____

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

Name: Peggy Grimm

Address: [REDACTED] Phone: [REDACTED]

Name: _____

Address: _____ Phone: _____

11. License delivery option (check all that apply):

- By regular U.S. mail to the organization mailing address
- By electronic mail, please provide email address: _____

12. Date(s) for raffle ticket sales (include days of the week): they will be mailed in November, whenever the mailing service

- 13. Location of ticket sales: sending in the mail, will be available at the shelter if people want more
- 14. Name and address of location for determining winners:
8301 W 191st Street Tinley Park IL 60487
- 15. Date(s) for determining winners (include days of the week):
Sunday, December 19th, 2021
- 16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 1,850.00
- 17. Maximum retail value of each prize: \$ 1000, \$500, \$250, \$100
- 18. Maximum price charged of each ticket (chance) sold: \$ 5.00
- 19. Is this a queen of hearts raffle? No Yes
- 20. § 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 thirty (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 objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: Peoples Animal Welfare Society

Executive Director: Victoria Dean

TO BE COMPLETED BY VILLAGE STAFF

Date Received: 10/28/2021

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Kristin Thirion, Village Clerk

APPROVED APPLICATION SERVES AS LICENSE



RAFFLE LICENSE APPLICATION



Date: November 3, 2021

1. Organization name: Crisis Center for South Suburbia

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

3. Mailing address if different from above:

4. Check type of not-for-profit organization (must be in existence for a period of five years and attached documentary evidence):

- Religious Charitable Labor Fraternal
- Educational Veterans Business

5. How long has the organization been in existence: 42 years

6. Place and date of incorporation: April, 1979

7. Number of members in good standing: _____

8. President/chairperson: Pamela Kostecki, Executive Director

Address: same as above

Phone: (708) 429-7255 x124 Email: pkostecki@crisisctr.org

9. Raffle manager: Lisa Molloy

Address: same as above

Phone: (708) 429-7255 x142 Email: lmolloy@crisisctr.org

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

Name: Lisa Molloy

Address: P.O. Box 39, Tinley Park, IL 60477 Phone: _____

Name: _____

Address: _____ Phone: _____

11. License delivery option (check all that apply):

By regular U.S. mail to the organization mailing address

By electronic mail, please provide email address: lmolloy@crisisctr.org

12. Date(s) for raffle ticket sales (include days of the week): Nov 15, 2021-Feb 26, 2022; Mon-Sun

- 13. Location of ticket sales: Online and in-person
- 14. Name and address of location for determining winners:
19110 Ridgeland Ave, Tinley Park, IL 60477
- 15. Date(s) for determining winners (include days of the week):
Saturday, February 26, 2022
- 16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 7,500
- 17. Maximum retail value of each prize: \$ 5,000
- 18. Maximum price charged of each ticket (chance) sold: \$ 50
- 19. Is this a queen of hearts raffle? No Yes
- 20. § 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 thirty (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 objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: Crisis Center for South Suburbia

Executive Director: Pamela Kosteci

TO BE COMPLETED BY VILLAGE STAFF

Date Received: 11/8/2021 Date Approved: _____

Date Expires: _____ Date Denied: _____

Approval: _____

Kristin Thirion, Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

SEND



November 5, 2021

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

To Whom It May Concern:

Included with the Raffle Application, the Board submits this letter is to notify you that the Crisis Center for South Suburbia has decided to waive the fidelity bond requirement for the raffle prizes we will have for our Gala 2022 "An Evening in Venice" fundraiser to be held at the Odyssey Venue at 19110 Ridgeland Avenue, Tinley Park, IL 60477 on Saturday, February 26, 2022.

The Crisis Center for South Suburbia Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond. If you have any questions, please feel free to reach out to me.

Sincerely,

Pamela A. Kostecki
Executive Director
Pkostecki@CrisisCtr.org
(708) 429-7255 ext. 124

Dave Anders
Chair, By-laws, Policies and Procedures



vchlist
11/04/2021 4:00:50PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194554	11/5/2021	012659 ADVANCE AUTO PARTS	6717130193878		FUEL CAP 01-26-024-72540	8.87
					Total :	8.87
194555	11/5/2021	019563 AEP ENERGY INC	3013134260		ACCT#3013134260 #6771163043 87 01-26-024-72510	217.66
					Total :	217.66
194556	11/5/2021	018781 ALTORFER INDUSTRIES INC	P58C0006224	VTP-018797	(4) HEAVY DUTY BATTERIES UNIT 1 01-26-023-72530	828.16
			P58C0006340		SHEET - LH 01-26-023-72540	154.33
					Total :	982.49
194557	11/5/2021	002682 AMERICAN LEGAL PUBLICATION	11824		OCTOBER'21 S-36 EDITING 01-13-000-72791	980.00
			11866		OCT'21 S-36 FOLIO/INTERNET EDIT 01-13-000-72791	68.25
					Total :	1,048.25
194558	11/5/2021	002628 AMERICAN WATER	11012021		8/1-10/30/21 SEWER TREATMENT F 64-00-000-73225	89,927.99
					Total :	89,927.99
194559	11/5/2021	002470 AMPEST EXTERMINATION LLC	91507		REMOVAL HORNET NEST 6318 HOI 01-26-023-72790	175.00
					Total :	175.00
194560	11/5/2021	019454 AVOCADO THEORY (KRUNAL PATEL)	102921		17302 OPA AVOCADO THEORY GR/ 27-00-000-79116	33,750.00
					27-00-000-79141	24,992.00
					27-00-000-79115	12,758.00
					Total :	71,500.00
194561	11/5/2021	010953 BATTERIES PLUS - 277	P45158258		SLA6-5F 01-26-025-72520	12.95

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Voucher List
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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194561	11/5/2021	010953	BATTERIES PLUS - 277 (Continued) P45204795		SLA6-5F 01-26-025-72520	25.90
Total :						38.85
194562	11/5/2021	002974	BETTENHAUSEN CONSTRUCTION SERV 210145		TRUCK TIME HAULING SPOILS ANE 01-26-023-72890	195.00
					60-00-000-73681	286.65
					63-00-000-73681	31.85
					64-00-000-73681	136.50
			210146		TRUCK TIME FOR LIMESTONE DEL 01-26-023-73860	30.00
					70-00-000-73860	10.00
					60-00-000-73860	37.80
					63-00-000-73860	4.20
					64-00-000-73860	18.00
Total :						750.00
194563	11/5/2021	012966	BOLING, THOMAS		SHAREPOINT MAINTENANCE OCT'; 01-16-000-72650	562.50
			10-21(A)	VTP-018477	ARCHIVE SHAREPOINT,MEETINGS 01-16-000-72650	3,337.50
			10-21(B)			
Total :						3,900.00
194564	11/5/2021	017853	BOONE, MICHELLE		REIMBURSEMENT FOR M.RANDALI 01-19-000-72974	72.88
Total :						72.88
194565	11/5/2021	003243	CDW GOVERNMENT INC		PROLINE 15M ST/ST M OS1CAB YL 60-00-000-75812	35.00
			M754391	VTP-018794	MICROSOFT SOFTWARE ASSURAN 01-16-000-72655	6,844.84
Total :						6,879.84
194566	11/5/2021	015199	CHICAGO PARTS & SOUND LLC		PUSH BUMPER ON 20A 01-17-205-72540	115.00
			2-0000910		PDS LABOR - REPAIR MULTIPLE DC	
			2J0003321			

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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>
194566	11/5/2021	015199 CHICAGO PARTS & SOUND LLC	(Continued)		01-17-205-72540	290.00
					Total :	405.00
194567	11/5/2021	017349 CHICAGO STREET CCDD, LLC	21377		DUMP FEES 01-26-023-72890	350.00
					Total :	350.00
194568	11/5/2021	014645 CHRISTY WEBBER LANDSCAPES	85025		PARKWAY REPAIRS - 183RD & RIDG 01-26-025-72881	222.00
			89774	VTP-018322	LANDSCAPE MAINTENANCE BILLIN 01-26-023-72881	19,670.04
					Total :	19,892.04
194569	11/5/2021	013820 CINTAS CORPORATION	5081717414		MEDICINE CABINET - STATION 49 01-19-000-73115	220.58
			5081717420		MEDICINE CABINETN - PD 01-26-025-73117	93.16
			5081717429		MEDICINE CABINET - PD SHOOTIN 01-26-025-73117	44.19
			5081717441		MEDICINE CABINET -FD 47 01-19-000-73115	127.81
			5081717449		MEDICINE CABINET - PUBLIC SAFE 01-26-025-73117	270.59
			5081717454		MEDICINE CABINET - STATION 48 01-19-000-73115	189.40
			5081717470		MEDICINE CABINET - FD TRAINING 01-19-000-73115	8.95
			5081717482		MEDICINE CABINET - PW GARAGE 01-26-025-73117	284.26
			5081717489		MEDICINE CABINET PUMP HOUSE# 01-26-025-73117	48.58
			5081717490		MEDICINE CABINET - PUMP HOUSE 01-26-025-73117	37.27
			5081717491		MEDICINE CABINET - STATION 46 01-19-000-73115	233.80
			5081717496		MEDICINE CABINET - VH	

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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>
194569	11/5/2021	013820 CINTAS CORPORATION	(Continued)		01-26-025-73117	147.11
					Total :	1,705.70
194570	11/5/2021	015889 CLEVERBRIDGE	BKD-73638139083	VTP-018796	COMPUTER IMAGING SOFTWARE 01-16-000-72655	799.00
					Total :	799.00
194571	11/5/2021	012917 COLLEGE OF DUPAGE	13319.04		#1341917 W.DEVINE OPEN SOURC 01-17-220-72140	149.00
			13319.09		#1545052 F.MONDT OPEN SOURCE 01-17-220-72140	149.00
			13319.11		#1382187 S.RAINS OPEN SOURCE 01-17-220-72140	149.00
					Total :	447.00
194572	11/5/2021	017298 COMCAST BUSINESS	133680022	VTP-018478	ACCT 930890410 VILLAGE HALL FIE 01-14-000-72125	983.40
					Total :	983.40
194573	11/5/2021	012057 COMCAST CABLE	8771401810170142	VTP-018391	16250 OPA ACCT# 87714018101701 01-14-000-72125	233.35
					Total :	233.35
194574	11/5/2021	013878 COMED - COMMONWEALTH EDISON	2587063010		ACCT#2587063010 17311 OPA 9/20- 12-00-000-72510	20.24
			2777112019		ACCT#2777112019 175TH ST&SANI 01-26-023-72510	418.10
			3214011009		ACCT#3214011009 16853 LAKEWO 64-00-000-72510	206.34
			4329016037		ACCT#4329016037 17238 OPA 9/20- 12-00-000-72510	25.11
			6483053261		ACCT#6483053261 17495 LAGRANC 01-26-023-72510	27.33
			7090006006		ACCT#7090006006 17231 OPA 9/20- 12-00-000-72510	20.24
			8363023007		ACCT#8363023007 179TH & 82ND A	

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Voucher List
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>
194574	11/5/2021	013878	COMED - COMMONWEALTH EDISON	(Continued)		
					60-00-000-72510	135.99
					63-00-000-72510	135.99
					Total :	989.34
194575	11/5/2021	018311	CONNECTION			
			71981538		IPHONE CHARGER KIT AND 3FT	
					01-16-000-74128	87.15
			71986233		3FT MINI DISPLPORT MDP-DV	
					01-16-000-74128	16.93
			72003578		WEB CAM	
					01-16-000-74128	58.80
			72009239		DIGITAL USB PC MULTIMEDIA SPEA	
				VTP-018782	01-19-000-72565	139.86
					Total :	302.74
194576	11/5/2021	012410	CONSERV FS, INC.			
			103001844		DIESELEX GOLD ULTRA LS DYED	
					60-00-000-73545	0.63
					63-00-000-73545	0.15
					64-00-000-73545	0.34
			103001845		DIESELEX GOLD ULTRA LS DYED	
					60-00-000-73545	311.72
					63-00-000-73545	77.92
					64-00-000-73545	167.00
					Total :	557.76
194577	11/5/2021	012826	CONSTELLATION NEWENERGY, INC.	60913980901		
					ACCT#875224 UTIL#3784068018 18	
					60-00-000-72510	3,704.21
					63-00-000-72510	3,704.20
					Total :	7,408.41
194578	11/5/2021	010846	COOK COUNTY CLERK	110421		
					LIEN RELEASE FORM FOR KINGST	
					01-14-000-72355	105.00
					Total :	105.00
194579	11/5/2021	019809	COOK COUNTY TREASURER	2021-3		
					MAINTENANCE OF TRAFFIC SIGNA	
					70-00-000-72775	835.50
					01-26-024-72775	5,462.75

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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>
194579	11/5/2021	019809	019809 COOK COUNTY TREASURER		(Continued)	Total : 6,298.25
194580	11/5/2021	018234	CORE & MAIN LP		P831259	2 BRASS OVAL METER FLG SET W/ 60-00-000-73631 131.60 64-00-000-73631 56.40 Total : 188.00
194581	11/5/2021	003635	CROSSMARK PRINTING, INC		84554	PATROL OFFICER BLANK CARDS 01-17-205-72310 165.00
					84592	BURGLAR ALARM PERMIT PRINTOI 01-17-205-72310 113.81 Total : 278.81
194582	11/5/2021	012198	CRYDER ENTERPRISES, INC.		2714	SANDBLAST/PAINT LIGHTPOLES O 30-00-000-74418 18,750.00
				VTP-018513	2715	SANDBLAST/PAINT LIGHT POLES/C 30-00-000-74418 18,750.00 Total : 37,500.00
194583	11/5/2021	011236	DAJANI, OSAMAH		110321	GAS REIMB FOR GRACIE SURVIVA 01-17-220-72140 63.36 Total : 63.36
194584	11/5/2021	017603	DANDAN, RICK TARIQ		103121	OCTOBER'21 SERVICES INVOICE - 01-33-300-72790 34,262.50 Total : 34,262.50
194585	11/5/2021	014690	DARLING INGREDIENTS INC		11831363	SANITATION TRAP FEE 6700 SOUTI 01-26-025-72530 137.00 Total : 137.00
194586	11/5/2021	018379	DM INDUSTRIAL JANITORIAL SERV		6676	POLICE STATION JANITORIAL SERV 01-26-025-72790 3,300.00 Total : 3,300.00
194587	11/5/2021	004009	EAGLE UNIFORM CO INC		INV-4130	BLANKET PO FOR CLASS B UNIFOI 01-19-000-73610 186.25
				VTP-018597	INV-4326	BLANKET PO FOR CLASS B UNIFOI

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Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194587	11/5/2021	004009 EAGLE UNIFORM CO INC	(Continued)	VTP-018597	01-19-000-73610	320.00
Total :						506.25
194588	11/5/2021	004152 ECOLAB PEST ELIMINATION INC.	5512118		COCKROACH/RODENT PROGRAM 01-26-023-72790	573.44
			5512119		COCKROACH/RODENT PROGRAM 01-26-023-72790	86.48
Total :						659.92
194589	11/5/2021	004094 EJ EQUIPMENT INC.	P32328		FUEL FILTER 60-00-000-72540	28.26
					63-00-000-72540	9.42
					64-00-000-72540	16.16
Total :						53.84
194590	11/5/2021	017807 EMERGENCY VEHICLE SERVICE INC.	12554		ENG-49 SERVICE 8/31/21 01-19-000-72540	10,015.87
Total :						10,015.87
194591	11/5/2021	019561 ENDLESS COMMUNICATIONS USA LLC	DG-1348		PUSH TO TALK LTE DATA RADIO SV 01-42-000-72540	45.76
Total :						45.76
194592	11/5/2021	004019 EVON'S TROPHIES & AWARDS	101121..		EMA LOGO WITH NAME 01-21-000-73593	407.40
Total :						407.40
194593	11/5/2021	010437 FBI - LEEDA	200060064		CLI-AURORA,IL 11/2021 T.POULOS 01-17-205-72140	695.00
Total :						695.00
194594	11/5/2021	015058 FLEETPRIDE	84835375		FILTERS 60-00-000-72540	86.87
					63-00-000-72540	28.96
					64-00-000-72540	49.63
			85034405		LUBE SPIN,FILTER,SYNTHETIC MEI 01-26-023-72540	113.66

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Voucher List
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>
194594	11/5/2021	015058	015058 FLEETPRIDE		(Continued)	Total : 279.12
194595	11/5/2021	011611	FOX VALLEY FIRE & SAFETY CO.			
			IN00475990	VTP-018398	WIRELESS ALARM MAINTENANCE	
			IN00476007		14-00-000-72750	8,599.25
			IN00476012		RADIO MAINTENANCE	440.00
			IN00476031		14-00-000-72800	312.00
			IN00476101		RADIO MAINTENANCE	440.00
			IN00476101		14-00-000-72800	110.00
			IN00476101		RADIO MAINTENANCE AND TRANS	30.00
			IN00476108		14-00-000-72550	210.00
			IN00476108		TRANSCEIVER AND RADIO INSTALI	799.00
					14-00-000-72800	
					14-00-000-72550	
					Total :	10,940.25
194596	11/5/2021	004535	GALLS LLC			
			019458406		24-7 MENS PERFORMANCE L/S PO	
					01-21-000-73610	34.51
					Total :	34.51
194597	11/5/2021	000841	GLOBAL EQUIPMENT CO INC			
			117556361		RETURN STOCK#B2050615 FROM I	
			118328028		01-26-025-72520	-352.72
					PORTABLE EQUIPMENT	
				VTP-018786	60-00-000-73410	725.67
				VTP-018786	63-00-000-73410	80.63
				VTP-018786	64-00-000-73410	345.55
					Total :	799.13
194598	11/5/2021	004538	GOLDY LOCKS INC			
			699751		SINGLE CUT DUPLICATE KEY	
			699772		01-26-025-73840	6.20
					MAYOR AND HR DESK KEYS	
					01-26-025-73840	40.00
					Total :	46.20
194599	11/5/2021	015198	GREEN PROMOTING LLC			
			54590		PROMOTIONAL ITEM -- BLUETOOTI	

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Voucher List
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>
194599	11/5/2021	015198 GREEN PROMOTING LLC	(Continued)	VTP-018776	01-35-000-73210	915.97
Total :						915.97
194600	11/5/2021	017825 H. JACOBS VEGETABLES	2021-4		CORNSTALKS,LARGE GOURDS,PU 01-35-000-72923	438.20
Total :						438.20
194601	11/5/2021	011901 HASAN, FADI	110121		PER DIEM:LODG,MEALS GRACIE S 01-17-220-72140	850.84
Total :						850.84
194602	11/5/2021	019784 HEARTLAND BUSINESS SYSTEMS LLC	467609-H	VTP-018714	NETWORK SECURITY CONTRACTC 30-00-000-72872	2,441.25
			469403-H	VTP-018714	NETWORK SECURITY CONTRACTC 30-00-000-72872	840.00
			472546-H	VTP-018714	NETWORK SECURITY CONTRACTC 30-00-000-72872	1,627.50
			474303-H	VTP-018714	NETWORK SECURITY CONTRACTC 30-00-000-72872	157.50
			475168-H	VTP-018618	COMPUTERS AND DOCKING STATI 30-00-000-74137	4,729.28
			475300-H	VTP-018714	NETWORK SECURITY CONTRACTC 30-00-000-72872	2,441.25
			476466-H	VTP-018714	NETWORK SECURITY CONTRACTC 30-00-000-72872	2,388.75
Total :						14,625.53
194603	11/5/2021	004746 HEATHER'S HAUS FLORIST	360702		SYMPATHY PLANT 01-17-205-73600	75.00
Total :						75.00
194604	11/5/2021	012281 HINCKLEY SPRINGS	5977593103021		ACCT#32542175977593 WATER CO 01-21-210-73110	156.29
Total :						156.29
194605	11/5/2021	012328 HOMER INDUSTRIES	S169500		DROP CHARGE CHIPS/BRUSH	

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194605	11/5/2021	012328 HOMER INDUSTRIES	(Continued)		01-26-023-72890	50.00
					Total :	50.00
194606	11/5/2021	001487 HOMEWOOD DISPOSAL SERVICE	7594556		SWEEPINGS	
			7595948		01-26-023-72890	2,022.00
					SWEEPING TONS	
					01-26-023-72890	754.20
					Total :	2,776.20
194607	11/5/2021	004978 ILLINOIS ASSOC OF CHIEFS OF	9505		MEMBERSHIP RENEWAL - ACTIVE	
					01-17-205-72720	265.00
					Total :	265.00
194608	11/5/2021	005186 INTERSTATE BATTERY SYSTEM	10074077		MT-59 BATTERY	
			306947		01-17-205-72540	101.15
					M-65HC - BATTERY	
					01-26-023-72540	121.15
					Total :	222.30
194609	11/5/2021	011466 JEWEL OSCO	10/28/21		****0415 HALLOWEEN EMPLOYEE F	
					01-12-000-72220	46.69
					Total :	46.69
194610	11/5/2021	016136 JIMMY JOHN'S	110221		SUBS,CHIPS	
					60-00-000-72170	45.80
					63-00-000-72170	45.80
					64-00-000-72170	39.27
					Total :	130.87
194611	11/5/2021	018935 JX ENTERPRISES INC	36042	VTP-018810	REPLACED DEF SENSOR, CHECKE	
					01-26-023-72530	1,366.82
					Total :	1,366.82
194612	11/5/2021	018292 KNICKERBOCKER ROOFING & PAVING	20115999		TP PUMPING SATION 183RD & RIDC	
			20116009		01-26-025-72520	379.20
					FIRE STATION #4- 7801 W 191ST ST	
					01-26-025-72520	573.75

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194612	11/5/2021	018292 KNICKERBOCKER ROOFING & PAVING	(Continued) 20116010		FIRE STATION#3 9191 175TH ST MA 01-26-025-72520	671.50
					Total :	1,624.45
194613	11/5/2021	006559 LINDE GAS & EQUIPMENT INC	66753737		ACETYLENE 9/20-10/20/2021 01-26-024-73570 01-26-023-73570 60-00-000-73570 63-00-000-73570 64-00-000-73570	54.82 109.65 38.37 38.37 32.91
					Total :	274.12
194614	11/5/2021	019379 MACQUEEN EMERGENCY GROUP	W01269		VELOCITY AERIAL REPAIR 01-19-000-72540	14,616.97
					Total :	14,616.97
194615	11/5/2021	013969 MAP AUTOMOTIVE OF CHICAGO	40-638046		WIPER BLADE,ELMNT ASY,FILTER. 60-00-000-72540 63-00-000-72540 64-00-000-72540	184.02 61.34 105.16
					Total :	350.52
194616	11/5/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-109479 15030-109956 15030-109996 15030-110068 15030-110082 15030-110092		BRK LINE 1/4 NICOPP 01-21-000-72540 2015 FORD POLICE INTERCEPTOR 01-17-205-72540 CALIPER RETURN ORG INV 109478 60-00-000-72540 63-00-000-72540 64-00-000-72540 LICENSE LAMP W/2 MOUNTING HC 01-26-023-72540 CFI 87323 AIR, #80 ST AUX 01-26-023-72530 BRAKE PADS AND PAINTED ROTOF 01-17-205-72540	67.45 66.84 -68.25 -22.75 -39.00 11.14 18.08 224.41

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194616	11/5/2021	012631 MASTER AUTO SUPPLY, LTD.	(Continued) 15030-110146		BRAKE PADS AND PAINTED ROTOF 01-17-205-72540	167.73
					Total :	425.65
194617	11/5/2021	005844 MCDONALD'S	110221		OCT'21 PRISONER MEALS 01-17-220-72230	231.07
					Total :	231.07
194618	11/5/2021	005645 MEADE ELECTRIC COMPANY INC.	698048		TRAFFIC SIGNAL MAINTENANCE 01-26-024-72775	495.00
					Total :	495.00
194619	11/5/2021	006074 MENARDS	12909		NESTLE CANDIES AND FRUIT ROLI 01-19-000-72220	17.41
			12924		ABRASIVE BLASTING CRYSTAL, DF 01-26-025-72520	40.79
			13121		101PC PICTURE HANGING KIT 01-26-025-73840	4.99
			13438		FLEET CHARGE 50/50 ANTIFREEZE 01-19-000-72540	52.45
					Total :	115.64
194620	11/5/2021	012517 MERIDIAN IT INC	502568		TROUBLESHOOT LOGIN ISSUES 01-16-000-72650	185.00
					Total :	185.00
194621	11/5/2021	020263 MOBILE WIRELESS LLC	4511	VTP-018803	NETMOTION ANNUAL MAINT 12/13/ 01-16-000-72655	11,248.00
					Total :	11,248.00
194622	11/5/2021	014443 MURPHY & MILLER, INC	JC1588	VTP-018734	EXHAUST FAN REPAIR/REPLACEM 60-00-000-72520	5,514.60
				VTP-018734	63-00-000-72520	5,514.60
				VTP-018734	64-00-000-72520	4,726.80
			MC00010774	VTP-018462	HVAC SERVICE CONTRACT 3RD Q` 01-26-025-72790	855.06

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194622	11/5/2021	014443 MURPHY & MILLER, INC	(Continued) MC00010775	VTP-018462	HVAC SERVICE CONTRACT 4TH CL 01-26-025-72790	592.83
			MC00010784	VTP-018462	HVAC SERVICE CONTRACT 3RD Q 01-26-025-72790	4,196.61
			SVC00034847		REPLACED BURNER INLET FILTER 01-26-025-72520	1,220.55
Total :						22,621.05
194623	11/5/2021	015723 NICOR	01981510009		ACCT#01981510009 METER 396896 01-26-025-72511	58.09
			06821610000		ACCT#06821610000 METER 276933 60-00-000-72511	16.13
					63-00-000-72511	16.13
					64-00-000-72511	13.82
			53463710003		ACCT#53463710003 METER291221 01-26-025-72511	44.05
			54072310003		ACCT#54072310003 METER 435331 01-26-025-72511	1,008.92
			73675410002		ACCT#73675410002 METER 356130 01-26-025-72511	988.88
			74433410003		ACCT#74433410003 METER 357540 01-26-025-72511	41.60
			83523710008		ACCT#83523710008 METER 302620 01-26-025-72511	213.23
			96019958527		ACCT#96019958527 METER 458266 01-26-025-72511	74.78
Total :						2,475.63
194624	11/5/2021	006475 PARK ACE HARDWARE	066796/1		ACCT#891431 INV#066796/1 O-RING 60-00-000-73630	0.79
					63-00-000-73630	0.09
					64-00-000-73630	0.38
Total :						1.26
194625	11/5/2021	019340 PCI FLORTECH INC	34477	VTP-018730	FLOORING REPLACEMENT IN PW (C 01-26-025-72520	3,840.00

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194625	11/5/2021	019340 PCI FLORTECH INC	(Continued) 34478	VTP-018731	REPLACEMENT OF FLOORING 01-26-025-72520	4,545.00
Total :						8,385.00
194626	11/5/2021	017268 PETERSON JOHNSON & MURRAY	134898		4130.001 VTP GENERAL MATTER LI 01-14-000-72850	36,360.50
			134899		4130.003 FOIA LEGAL SVC THRU 9/ 01-14-000-72857	8,014.50
			134900		4130.0029 MENTAL HEALTH CENTE 20-00-000-72850	9,425.00
			134901		4130.0031 TP EMINENT DOMAIN LE 27-00-000-72850	7,414.46
			134902		4130.0042 7050 171ST ST LEGAL S\ 01-14-000-72850	273.00
			134903		4130.0045 TP FOIA COORDINATOR 01-14-000-72850	5,918.50
			134904		4130.0046 711 GEOL DBA COMMER 01-14-000-72850	527.77
			134905		4131.0001 VTP GENERAL LABOR M 01-14-000-72850	1,521.00
			134907		4160.0001 VTP PROSECUTIONS LE 01-14-000-72858	7,820.00
			135027		4130.0022 NEW BREMEN TIF LEGA 27-00-000-72850	409.50
			135028		4130.0025 LEGAL TP 2019 NO CASI 01-14-000-72850	234.00
			135029		4130.0048 LOYOLA UNIV HEALTH D 01-14-000-72850	2,379.00
Total :						80,297.23
194627	11/5/2021	006507 POSTMASTER, U. S. POST OFFICE	102921		NOV'21 WATER BILLS 60-00-000-72110	1,981.80
					64-00-000-72110	849.34
Total :						2,831.14
194628	11/5/2021	020264 PRO EM NATIONAL EVENT SERVICES	q120820-3		DEPOSIT HOLIDAY MARKET TENT,	

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194628	11/5/2021	020264	PRO EM NATIONAL EVENT SERVICES	(Continued)		
				VTP-018812	01-35-000-72954	15,402.00
					Total :	15,402.00
194629	11/5/2021	013587	PROSHRED SECURITY	990099937	SHREDDING SERVICES - PD 01-17-205-72750	169.60
					Total :	169.60
194630	11/5/2021	006850	QUILL CORPORATION	20352821	8 1/2X 11 INKJET LABEL 01-35-000-73110	14.27
				20369241	LARGE CLEAR FDA BAGS 100PK 01-35-000-73110	23.79
					Total :	38.06
194631	11/5/2021	006361	RAY O' HERRON CO INC	2151929-IN	HELMT R.FRIAS 01-17-220-73610	305.00
				2151931-IN	HELMET J.SHERLOCK 01-17-220-73610	305.00
				2152766-IN	Q4170 - .45 AUTO 230GR. FMJ, 1K F 01-17-220-73760	1,020.00
				2152874-IN	UNIFORM J.SHERLOCK 01-17-220-73610	14.98
				2152878-IN	UNIFORM R.FRIAS 01-17-220-73610	5.99
					Total :	1,650.97
194632	11/5/2021	015230	RIDGE LANDSCAPE SERVICES LLC	7966	MOWING OCT'21 01-26-023-72881	32,115.12
				8026	MULT LOCATIONS LAWN RESTORA 60-00-000-72881	738.50
					VTP-018809	63-00-000-72881
					VTP-018809	64-00-000-72881
				8027	SOD RESTORATIONS 17098 80TH A 60-00-000-72881	148.75
					VTP-018745	63-00-000-72881
					VTP-018745	64-00-000-72881
				8028	MEDIAN WEED TREATMENTS 10/19	127.50

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194632	11/5/2021	015230	RIDGE LANDSCAPE SERVICES LLC	(Continued)		
			8029	VTP-018307	01-26-023-72881 LAWN RESTORATIONS 16434 RIDG	2,800.00
				VTP-018809	60-00-000-72881	262.50
				VTP-018809	63-00-000-72881	262.50
				VTP-018809	64-00-000-72881	225.00
			8032		SOD RESTORATIONS	
				VTP-018745	60-00-000-72881	392.00
				VTP-018745	63-00-000-72881	392.00
				VTP-018745	64-00-000-72881	336.00
					Total :	39,320.12
194633	11/5/2021	006874	ROBINSON ENGINEERING CO. LTD.	21090316	21-R0708 TP LOYOLA MEDICAL (17)	
					01-14-000-72840	1,392.00
			21100303		21-R0005.014 TP FY22 PMP RESUR	
					05-00-000-72840	26,901.72
			21100305		21-R0320 TP TINLEY PARK CMAQ A	
					01-26-023-72840	1,550.00
			21100306		21-R0430 TP SCANNELL DEVEL-VC	
					01-14-000-72840	2,651.50
			21100310		21-R0776TP-SAFE ROUTES TO SCH	
					01-14-000-72790	5,000.00
			21100349		11-320.02 TP THE BLVD AT CENTRA	
					27-00-000-72840	504.00
					Total :	37,999.22
194634	11/5/2021	007629	SAM'S CLUB DIRECT	102021	WATER AND COFFEE	
					01-14-000-73115	57.08
			102921		WATER,PAPER TOWEL,LYSOL SPR	
					01-26-025-73580	54.26
					01-42-000-73870	25.36
			110221		VENDING SODA AND WATER	
					01-14-000-73115	29.54
			110321		VENDING WATER,COFFEE,SUGAR	
					01-14-000-73115	13.82
					01-26-024-73115	45.45
					01-26-023-73115	90.87

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194634	11/5/2021	007629 SAM'S CLUB DIRECT	(Continued)		60-00-000-73115	31.80
					63-00-000-73115	31.80
					64-00-000-73115	27.26
					Total :	407.24
194635	11/5/2021	015712 SANDENO EAST INC	7854		N-30 SURFACE, 3.5 TON	
					01-26-023-73780	184.63
					Total :	184.63
194636	11/5/2021	007453 SERVICE SANITATION, INC.	8283172		RESTROOMS FOR FIREMAN TRAIN	
					01-19-000-72750	189.76
					Total :	189.76
194637	11/5/2021	017378 SIKICH LLP	537040		AUDIT FEES FOR FYE 4/30/21 PROJ	
					01-14-000-72845	10,001.00
					12-00-000-72845	6,542.00
					60-00-000-72845	10,223.00
					63-00-000-72845	3,411.00
					64-00-000-72845	5,841.00
					70-00-000-72845	982.00
					Total :	37,000.00
194638	11/5/2021	007224 STANDARD EQUIPMENT COMPANY	W07321		SWEEPER 10AUX- TRANSPORT-SE	
				VTP-018805	01-26-023-72530	1,328.27
					01-26-023-72530	428.75
					Total :	1,757.02
194639	11/5/2021	014793 STS TOWING	8690		FLATBED TOW	
					01-21-000-72540	50.00
					Total :	50.00
194640	11/5/2021	007205 SUBURBAN LABORATORIES INC.	196128		LEAD/COPPER TESTING	
				VTP-018807	60-00-000-72865	1,277.50
				VTP-018807	64-00-000-72865	547.50
					Total :	1,825.00
194641	11/5/2021	007297 SUTTON FORD INC./FLEET SALES	100821-1		(8) NEW FORD EXPLORER INTERC	

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194641	11/5/2021	007297 SUTTON FORD INC./FLEET SALES	(Continued)			
				VTP-018465	30-00-000-74220	36,000.00
					30-00-000-74220	252,000.00
			100821-2		VIN#1FM5K8AW9MNA21743 (1) NEV	
				VTP-018464	30-00-000-74220	36,573.00
			539866		WHEEL ASY STEERING	
					01-26-023-72540	144.05
					Total :	324,717.05
194642	11/5/2021	013040 TINLEY PARK FIRE DEPT	110221		PETTY CASH REIMB : POSTAGE,CE	
					01-19-000-72110	93.09
					01-19-000-72974	14.68
					01-19-000-73870	7.15
					01-19-000-73580	6.12
					01-19-000-72530	35.96
					Total :	157.00
194643	11/5/2021	010245 TINLEY PARK POLICE DEPARTMENT	110221		PETTY CASH REIMB: SALT MEETIN	
					01-17-215-72220	153.47
					Total :	153.47
194644	11/5/2021	007800 TK ELEVATOR CORPORATION	6000540572		PUBLIC SAFETY BUILDING ANNUAL	
					01-26-025-72790	463.00
					Total :	463.00
194645	11/5/2021	012187 TOTAL AUTOMATION CONCEPTS, INC	C011477		1 YEAR AUTOMATION SERVICE CO	
				VTP-018463	01-26-025-72790	7,322.50
					Total :	7,322.50
194646	11/5/2021	008040 UNDERGROUND PIPE & VALVE CO	052034		HYDRANT REPAIR PARTS	
				VTP-018799	60-00-000-73632	567.00
				VTP-018799	64-00-000-73632	243.00
				VTP-018799	60-00-000-73632	50.40
				VTP-018799	64-00-000-73632	21.60
					60-00-000-73632	164.50
					64-00-000-73632	70.50
			052092		MAIN ADAPTERS	

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194646	11/5/2021	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-018808	60-00-000-73630	91.35
				VTP-018808	63-00-000-73630	10.15
				VTP-018808	64-00-000-73630	43.50
				VTP-018808	60-00-000-73630	239.40
				VTP-018808	63-00-000-73630	26.60
				VTP-018808	64-00-000-73630	114.00
				VTP-018808	60-00-000-73630	94.50
				VTP-018808	63-00-000-73630	10.50
				VTP-018808	64-00-000-73630	45.00
				VTP-018808	60-00-000-73630	22.68
				VTP-018808	63-00-000-73630	2.52
				VTP-018808	64-00-000-73630	10.80
					Total :	1,828.00
194647	11/5/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS	5081615-0		STEM BUMPERS FOR HON CHAIRS	
			5086262-0		01-26-025-74110	79.20
			5086263-0		PAPER	
					01-17-205-73110	410.80
					PAPER	
					01-17-205-73110	410.80
					Total :	900.80
194648	11/5/2021	011055 WARREN OIL CO.	W1429047		N.L. GAS USED 9/24-10/22/21	
					01-17-205-73530	10,506.06
					01-19-000-73530	537.16
					01-19-020-73530	138.53
					01-21-000-73530	239.86
					60-00-000-73530	869.25
					63-00-000-73530	217.31
					64-00-000-73530	465.67
					01-26-023-73530	1,755.25
					01-26-024-73530	662.51
					01-33-300-73530	175.20
					01-12-000-73530	224.15
					01-14-000-73532	39.74
					01-14-000-73531	3,088.58

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Voucher List
Village of Tinley Park

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
194648	11/5/2021	011055 WARREN OIL CO.	(Continued)				
					14-00-000-73530	33.96	
					01-42-000-73530	659.99	
					Total :	19,613.22	
95 Vouchers for bank code : apbank						Bank total :	975,437.84
95 Vouchers in this report						Total vouchers :	975,437.84

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

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

_____ Village President

_____ Village Clerk

_____ Date

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Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
126341	11/12/2021	003127 BLUE CROSS BLUE SHIELD	BCBS-NA-PPPR120121		IL065LB000001212-0 HEALTH INS EXP-I	1,057.50	
			BCBS-NA-PR120121		IL065LB000001212-0 HEALTH INS EXP-I	2,081.00	
					Total :	3,138.50	
1 Vouchers for bank code : ap_py						Bank total :	3,138.50

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194649	11/12/2021	010955 A T & T LONG DISTANCE	827776689		CORPORATE ID931719LB TIP LINE 13/	46.54
					Total :	46.54
194650	11/12/2021	018781 ALTORFER INDUSTRIES INC	P58C0006052 P58C0006456	VTP-018767 VTP-018767	BUCKET COUPLER CYLINDER AND PAI BUCKET COUPLER CYLINDER AND PAI	123.32 1,169.47
					Total :	1,292.79
194651	11/12/2021	002628 AMERICAN WATER	4000224791		NOV'21 FLAT MONTHLY FEE	455.67
					Total :	455.67
194652	11/12/2021	000118 AMS MECHANICAL SYSTEMS	31570	VTP-018819	PIN & SLEEVE CONNECTOR	623.81
					Total :	623.81
194653	11/12/2021	020266 ARTISTIC ENGRAVING	17625		GOLD DEPUTY CHIEF STARS	720.56
					Total :	720.56
194654	11/12/2021	003166 B & J TOWING AND AUTO REPAIR	19384		SAFETY INSPECTION	264.00
					Total :	264.00
194655	11/12/2021	003015 BEHRENS, JERRY	AP120121		JERRY BEHRENS HEALTH INSURANCE	162.50
					Total :	162.50
194656	11/12/2021	003127 BLUE CROSS BLUE SHIELD	BCBS-NA-AP120121 BCBS-NA-PPAP120121		IL065LB000001212-0 HEALTH INS EXP-I IL065LB000001212-0 HEALTH INS EXP-I	1,791.00 1,057.50
					Total :	2,848.50
194657	11/12/2021	018503 CARDNO INC	320736	VTP-018306	STORMWATER AREA MAINTENANCE S	14,627.40
					Total :	14,627.40
194658	11/12/2021	003396 CASE LOTS INC	7895		CANLINER AND STYRO CUPS	789.50
					Total :	789.50
194659	11/12/2021	003328 CATCHING FLUIDPOWER INC	K47926-001		ADAPTERS AND CONNECTORS FOR U	26.00
					Total :	26.00
194660	11/12/2021	003229 CED/EFENGEE	4975-1005723 4975-1008048	VTP-018612	STREET LIGHT BASE HID LAMP	598.00 370.80

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194660	11/12/2021	003229 003229 CED/EFENGEE			(Continued)	Total : 968.80
194661	11/12/2021	018060 CELTIC COMMERCIAL PAINTING,LLC	9447		PATCH & PAINT WORK AT VILLAGE HAL	485.00
			9448		PATCH & PAINT WORK AT VILLAGE HAL	425.00
					Total :	910.00
194662	11/12/2021	015199 CHICAGO PARTS & SOUND LLC	3-0046862		PAD SET -RR-BR	57.91
			3-0046863		SEMI-METALLIC BRAKE PADS	36.99
					Total :	94.90
194663	11/12/2021	003606 CHICAGO SOUTHLAND CONV. V B	0921		AUG LIAB SEP COLL HOTEL ACCOMMC	26,848.44
					Total :	26,848.44
194664	11/12/2021	017349 CHICAGO STREET CCDD, LLC	21455		DUMP FEE	560.00
					Total :	560.00
194665	11/12/2021	013820 CINTAS CORPORATION	4100642622		MATS - PD	111.81
					Total :	111.81
194666	11/12/2021	012917 COLLEGE OF DUPAGE	13460		#1628694 S.GAWRON FINANCIAL CRIM	225.00
					Total :	225.00
194667	11/12/2021	012410 CONSERV FS, INC.	66045939		FELCO 600 FOLDING SAW AND CORON	43.84
					Total :	43.84
194668	11/12/2021	012826 CONSTELLATION NEWENERGY, INC.	60913865501		ACCT#875225 UTIL#4373166015 6640 V	5,565.51
			60921500601		ACCT#875222 UTIL#3613125002 HARLE	1,172.78
			60921501701		ACCT#875223 UTIL#3670129006 16256	413.42
			60921553901		ACCT#875227 UTIL#5095140029 171ST	4,331.53
					Total :	11,483.24
194669	11/12/2021	019102 CONVERGENCE STRATEGY GROUP	1893		RACINO FEASABILITY STUDY - UPDATI	10,000.00
					Total :	10,000.00
194670	11/12/2021	003635 CROSSMARK PRINTING, INC	84416		BOO BASH BANNER	120.00
			84600		GENERAL PROGRESS REPORT INVES'	421.00
			84628		UTILITY TERMINATION NOTICE PRINTII	220.29
			84645		TRESPASS NOTICE 4-PART	305.05

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194670	11/12/2021	003635 003635 CROSSMARK PRINTING, INC	(Continued)			Total : 1,066.34
194671	11/12/2021	020270 DATHE, CYNTHIA	Ref001413501		UB Refund Cst #00513189	33.42
						Total : 33.42
194672	11/12/2021	018456 DEL GALDO LAW GROUP, LLC	27270		LEGAL SVC 10/1/21-10/31/21	2,071.25
						Total : 2,071.25
194673	11/12/2021	004019 EVON'S TROPHIES & AWARDS	110121		MAYOR AND HR DIRECTOR PLASTIC N	24.80
						Total : 24.80
194674	11/12/2021	020246 FIFTH THIRD BANK	093021		****2177 A.GEIGNER RETIREMENT FOC	571.80
			100121		****2177 SENIOR CENTER TRIP TO AUI	190.00
			100421		****2177 SANDWICHES	226.48
			100621		****2177 MEETINGS AND CONFERENC	235.75
			100721		****2177 BINGO PRIZES FOR SENIOR C	200.00
			100821		****2177 K. CLARKE HOTEL STAY CONI	151.20
			100821		****2177 MARRIOTT HOTEL NORMAL IL	164.49
			100821		****2177 D.RITTER HOTEL STAY CONFE	151.20
			101121		****2177 PIZZAS - COMM DEVELOP	85.52
			101321		****2177 DECORATIONS AND PRIZES	58.81
			101321		****2177 COSTUME CONTEST PRIZES	125.00
			101321		****2177 JOB POSTING SENIOR FINAN	250.00
			101521		****2177 FILE FOLDERS	60.07
			101521		****2177 CARWASH COUPONS	900.00
			101921		****2177 DVD PLAYER, MOVIE, PAPER	79.83
			102021		****2177 MONTHLY SUBSCRIPTION	32.67
			102021		****2177 RECEPTION AND MEALS FOR	480.00
			102021		****2711 ADOBE STOCK	29.99
			102221		****2177 JOB POSTING TREASURER	250.00
			102621		****2177 DESKTOP CALCULATOR	23.98
			102821		****2177 BLU-RAY PLAYER	68.00
			111-2093416-3915439		****2177 DOORBELL RECEIVER AND CH	36.99
			111-2383351-2869036		****2177 ERGONOMIC MONITOR	379.98
			112-0681773-9345069		****2177 BETCO UNTOUCHABLE SRT FI	118.00
			114-0884531-7209838		****2177 CALENDAR CLOCK INDOOR TI	50.00
			114-0884531-7209838		****2177 CREDIT CALENDAR CLOCK IN	-50.00

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194674	11/12/2021	020246 FIFTH THIRD BANK	(Continued)			
			114-1135470-9437005	VTP-018758	****2177 TRIPP LITE POWER COMPACT	531.83
			114-1567577-5473069		****2177 3 PAIRS OF LIFESIZE NUTCRA	3,088.44
			114-2551800-3802634		****2177 BELTS FOR SANITAIRE VACUL	8.90
			114-3187062-1857850		****2177 PLASTIC APRONS - SENIOR C	19.98
			114-5521709-1820221		****2177 SANITAIRE VACUUM BAGS	42.21
			114-7671654-5831441		****2177 CLOCK	49.85
			114-8730839-7024209		****2177 BUSINESS CARD HOLDERS	19.88
			164		****2177 A.GEIGNER RETIREMENT CAK	207.00
			2761		****2177 REGISTRATION FEES FOR 10/	200.00
					Total :	9,037.85
194675	11/12/2021	015447 FIVE ALARM FIREWORKS	110421		REFUND BOND CHECK ANDREW HOMI	1,000.00
					Total :	1,000.00
194676	11/12/2021	012941 FMP	50-3600071		TUBE ASY	76.01
			51-446428		ATTACHING HDWR - 2008 FORD CROW	24.10
			52-495789		BRAKE ROTOR RETURN - PRICING	-478.48
			52-496714		BATTERY	93.00
			52-496958		SYN BLEND OIL 5W-30 QUART	22.61
			52-496967		MTC BXT 96R590 RETURN	-109.00
			52-497035	G	SEMI-LOADED BRAKE CALIPER	-156.80
			52-497221		FAN AND MOTOR ASY	150.50
			52-497353		KIT - TPMS SENSOR	113.70
			52-498027		PURGE VALVE	39.12
			52-498282		STD MINATURE LAMPS	24.64
			52-498301		SENSOR ASM - TIRE	49.00
			52-498906		MTC TPMS8 ATTACHING HDWR - 2008 I	24.10
			52-499061		FVP BRAKE ROTOR	235.28
			52-499116		SENSOR - OXYGEN	58.09
			52-499235		CONTROL ARM BUSHING	142.76
			52-499480		WIRE ASSY	18.54
					Total :	327.17
194677	11/12/2021	004298 FUN FUN FUN DJ'S	110821		EMPLOYEE/COMMISSION HOLIDAY EV	450.00
					Total :	450.00

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Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194678	11/12/2021	002877 G. W. BERKHEIMER CO., INC.	968016		SPOUT OILER AND FILTERS	46.71
Total :						46.71
194679	11/12/2021	004535 GALLS LLC	019554472		UNIFORM,TACTICAL PANT AND PERFO	139.92
Total :						139.92
194680	11/12/2021	019609 GIS PLANNING INC	2120764845		RENEWAL ZOOM PROSPECTOR ENTEI	6,900.00
Total :						6,900.00
194681	11/12/2021	000841 GLOBAL EQUIPMENT CO INC	118374507	VTP-018786	PORTABLE EQUIPMENT	1,292.00
Total :						1,292.00
194682	11/12/2021	004538 GOLDY LOCKS INC	700179		SINGLE CUT DUPLICATE KEY AND KEY	27.40
Total :						27.40
194683	11/12/2021	015397 GOVTEMPSUSA LLC	3833720 3843097		S.PRZYBYLSKI PRIOD ENDING 10/10/2 S.PRZYBYLSKI WEEK ENDING 10/24 AN	2,434.25 2,457.00
Total :						4,891.25
194684	11/12/2021	004438 GRAINGER	9106370233		ELECTRONIC SCOREBOARD	446.40
Total :						446.40
194685	11/12/2021	019792 HANSON AGGREGATES MIDWEST INC	40863799 40870511		BED / BACKFILL BACKFILL	547.82 274.04
Total :						821.86
194686	11/12/2021	001487 HOMEWOOD DISPOSAL SERVICE	7580976		30YD EXCHANGE HAUL AND DUMP CH	474.02
Total :						474.02
194687	11/12/2021	004955 ILCMA	3178		JOB AD POSTING FEE TREASURER,AS	150.00
Total :						150.00
194688	11/12/2021	005127 INGALLS OCCUPATIONAL MEDICINE	298645		SEPT'21 EMPLOYEE SCREENINGS	719.00
Total :						719.00
194689	11/12/2021	005186 INTERSTATE BATTERY SYSTEM	307331 307376		SUV BATTERY BACKUP EASEMENT MACHINE	111.80 45.95

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194689	11/12/2021	005186	005186 INTERSTATE BATTERY SYSTEM		(Continued)	Total : 157.75
194690	11/12/2021	006948	JOE RIZZA FORD OF ORLAND PARK	657618	MULTIPOINT INSPECTION	144.00
						Total : 144.00
194691	11/12/2021	005379	KLEIN, THORPE & JENKINS, LTD	221606	5409-001 ADMINISTRATIVE HEARINGS	1,696.50
						Total : 1,696.50
194692	11/12/2021	016616	KURTZ AMBULANCE SERVICE INC.	10787	EMS SERVICE AGREEMENT 9/1-9/30/21	43,208.33
				10797	EMS SERVICE AGREEMENT 10/1-10/31/21	43,208.33
						Total : 86,416.66
194693	11/12/2021	012631	MASTER AUTO SUPPLY, LTD.	15030-110165	BRAKE CHAMBERS	239.94
				15030-110202	BRAKE PADS, BRAKE ROTORS	122.49
				15030-110336	OIL FILTER AND FUEL FILTER	6.43
				15030-110427	HUB BEARING	337.20
				15030-110429	OE TYPE O2 SENSOR	66.84
				155030-110344	FUEL CAPS	5.77
						Total : 778.67
194694	11/12/2021	006074	MENARDS	13053	WHITE MAG HOOKS AND 2 PC MAGNET	11.93
				13068	22" LED PI SWVL UC CCT	89.91
				13155	65W BR30 FLOOD 2PK	22.32
				13161	60W A19 27K LED 11KHR	16.83
				13187	60W A19 LED	25.55
				13191	DUST PAN,ANGLE BROOM,PINESOL,LA	46.58
				13199	3.5 GAL MENARD PAIL	9.57
				13215	AIR FILTER	11.87
				13216	ALIENT TAPE,GORILLA CLEAR GRIP,AL	37.87
				13297	LAG SCREW	3.69
						Total : 276.12
194695	11/12/2021	017651	MSC INDUSTRIAL SUPPLY CO.	5003462001	PKR HOSE	361.13
				5004887001	HYDRAULIC COUPLERS,MINI FUSE,LO	481.62
				50049131001	BRAKE CLNR,FEMAIL SWIVEL, ELB	142.91
				5008697001	CAP SCREWS,HEX NUT,FLT WASHERS	287.71
						Total : 1,273.37

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194696	11/12/2021	017157 MUNICIPAL CLERKS OF ILLINOIS	110921		CLERK'S ASSOC MEMBERSHIP FY'22 K	170.00
Total :						170.00
194697	11/12/2021	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-10-21		CONS SVC CIMP FOR VTP OCT'21	16,036.00
Total :						16,036.00
194698	11/12/2021	014443 MURPHY & MILLER, INC	SVC00034961		WATER LEAK CHECK 10/12/21	572.00
Total :						572.00
194699	11/12/2021	020271 NATIONAL POWER RODDING	Ref001413502		UB Refund Cst #00513469	115.28
Total :						115.28
194700	11/12/2021	015723 NICOR	09977410001 12213610004		ACCT#09977410001 METER 5146885 7E ACCT#12213610004 METER 5031396 7E	276.83 296.96
Total :						573.79
194701	11/12/2021	006216 NORTH EAST MULTI-REG TRAINING	281273		DOMESTIC VIOLENCE/CRISIS INTERVE	684.00
Total :						684.00
194702	11/12/2021	006221 NORTHERN SAFETY CO. INC.	904596125		GLOVES	303.48
Total :						303.48
194703	11/12/2021	013096 PACE SYSTEMS INC	211582		CCTV SERVICE	350.00
Total :						350.00
194704	11/12/2021	014682 PITNEY BOWES	3105090108		ACCT#0010611388 10/30/21-1/29/22	540.87
Total :						540.87
194705	11/12/2021	006656 PITNEY BOWES RESERVE ACCOUNT	110521		PITNEY BOWES RESERVE ACCOUNT- I	2,500.00
Total :						2,500.00
194706	11/12/2021	006509 POULOS, TIMOTHY	110921		ICS300 AND ICS 400 TRAINING 12/13-12	75.00
Total :						75.00
194707	11/12/2021	019583 PRECISE MRM LLC	200-1033459		5MB FLAT DATA PLAN US WITH NAF	189.00
Total :						189.00
194708	11/12/2021	018110 PROVEN BUSINESS PRODUCTS	849290	VTP-018798	MFP VH COPIERS	19,725.74

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Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
194708	11/12/2021	018110	PROVEN BUSINESS PRODUCTS (Continued) 849291		NETWORKING CHARGES, DELIVERY & Total :	1,800.00 21,525.74	
194709	11/12/2021	006850	QUILL CORPORATION		HP727 INK CART YELLOW Total :	143.98 143.98	
194710	11/12/2021	006361	RAY O' HERRON CO INC	VTP-018677	AMMUNITION Total :	816.00 816.00	
194711	11/12/2021	006870	RELIABLE FIRE EQUIPMENT		TRAIN STATION KITCHEN INSPECTION 5YR COMPLIANCE 6LTR K-CLASS , PLA Total :	292.25 139.80 432.05	
194712	11/12/2021	020272	RESIDENTIAL SOLUTIONS		Ref001413503 UB Refund Cst #00513667 Total :	32.32 32.32	
194713	11/12/2021	006974	RINGHOFER, WILLIAM	AP120121	WILLIAM RINGHOFER HEALTH INSURA Total :	642.50 642.50	
194714	11/12/2021	006874	ROBINSON ENGINEERING CO. LTD.		21-R0612 TP PETE'S MARKET SVC 8/28 21-R0681 TP FIELDSTONE (PANDUIT SI 21-R0708 TP LOYOLA MEDICAL (179TH Total :	5,082.00 605.00 4,962.00 10,649.00	
194715	11/12/2021	007049	RYDIN		TAXI PERMIT AND VENDING DECAL Total :	805.93 805.93	
194716	11/12/2021	007091	SAFETY KLEEN SYSTEMS, INC.		MANIFEST FEE AND WASHER SOLVEN MANIFEST FEE,PARTS WASHER SOLVE WWF,ICEBREAKER,WINTERBLEND,BUI Total :	323.65 583.65 156.00 1,063.30	
194717	11/12/2021	013043	SITE DESIGN GROUP, LTD.		7482PH2-51 7698-72 7954PH2-11 8081-35 8498-34 VTP-018432 VTP-018309 VTP-017776 VTP-018399 VTP-018431	LANDSCAPING 9/26-10/23/21 STORMWATER AREA MAINTENANCE 9/ PHASE II LEGACY POND LANDSCAPE / PLANTERS SVC 7/25-10/23/21 URBAN FORESTRY PROGRAM SVC 9/2	1,037.50 1,450.00 499.98 75.00 10,008.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194717	11/12/2021	013043 SITE DESIGN GROUP, LTD.	(Continued) 8746-05 8803-19	VTP-018323	TP FACILITIES DPT LANDSCAPE ARCH LANDSCAPE MAINTENANCE 9/26-10/23	47.50 185.00 Total : 13,303.06
194718	11/12/2021	007658 STATE TREASURER	61875		TRAFFIC SIGNAL MAINT HARLEM/161S	2,163.63 Total : 2,163.63
194719	11/12/2021	015452 STEINER ELECTRIC COMPANY	S006981943.001		EXIT SIGN	102.23 Total : 102.23
194720	11/12/2021	015994 STERNBERG LIGHTING, INC.	61427	VTP-018705	STREET LIGHT POLES	10,422.00 Total : 10,422.00
194721	11/12/2021	018291 SUPERIOR PUMPING SERVICES LLC	2679	VTP-018580	STATION REHAB	25,739.70 Total : 25,739.70
194722	11/12/2021	007297 SUTTON FORD INC./FLEET SALES	540310 540410		SENSOR HEGO SWITCH ASY,MOTOR COOLING,WIRE A	58.46 108.54 Total : 167.00
194723	11/12/2021	012001 TAPCO	1711951		KEYBOARD REPLACEMENT FOR MESS	125.00 Total : 125.00
194724	11/12/2021	000645 TED'S GREENHOUSE INC	219695 523114 523491	VTP-018636 VTP-018636	STREET DECOR FOR THE HOLIDAYS LANDSCAPE WATERING AUG'21 LANDSCAPE WATERING SEPT'21	2,160.00 8,423.00 9,500.00 Total : 20,083.00
194725	11/12/2021	017520 THE COP FIRE SHOP	205170		EMB L/C LOGO	50.00 Total : 50.00
194726	11/12/2021	014854 THOMSON REUTERS-WEST PYMNT CTR	845290152		ONLINE /SOFTWARE SUBSCRIPTION C	205.94 Total : 205.94
194727	11/12/2021	007758 TINLEY AUTO REPAIR & TOWING	3045		TOW,LOCK-OUT,WINCHING	310.00 Total : 310.00

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194728	11/12/2021	007800 TK ELEVATOR CORPORATION	3006261586 3006264286		PLATINUM FULL MAINT PUBLIC SAFET GOLD MAINTENANCE FD#47 11/1/21-1/	1,254.28 855.00 Total : 2,109.28
194729	11/12/2021	019712 TM TIRE CO INC	136979		FLAT TIRE SERVICE	365.00 Total : 365.00
194730	11/12/2021	015364 TOOMEY, MIKE	110821		HOLIDAY PARTY ENTERTAINMENT	500.00 Total : 500.00
194731	11/12/2021	012187 TOTAL AUTOMATION CONCEPTS, INC	W26500		TEMPERATURE CONTROL SERVICE FC	89.00 Total : 89.00
194732	11/12/2021	007930 TRANS UNION	10100308		BASIC SERVICE 9/26-10/25/21	90.00 Total : 90.00
194733	11/12/2021	008040 UNDERGROUND PIPE & VALVE CO	051791-01	VTP-018769	PLUMBING SUPPLIES	634.00 Total : 634.00
194734	11/12/2021	010579 UNIVERSITY OF ILLINOIS	UPI10665		TRAINING MFI RECERT#3450 10/15/21	100.00 Total : 100.00
194735	11/12/2021	008057 USA BLUE BOOK	769776		FIRE HOSE	226.57 Total : 226.57
194736	11/12/2021	018250 VERIZON CONNECT NWF INC	OSV000002592635		CUST ID TINL001 10/1-10/31/21	275.23 Total : 275.23
194737	11/12/2021	011416 VERIZON WIRELESS	9891207092		ACCT#442345192-00001 WATER REPE/	91.25 Total : 91.25
194738	11/12/2021	020233 VICTORY MEDIA GROUP LTD	0C0BEF39-0003		CONSULTING RETAINER	4,000.00 Total : 4,000.00
194739	11/12/2021	006362 VILLAGE OF OAK LAWN	1-9990015-00 7671		ACCT# 1-9990015-00 10/1/21-11/1/21 2006 GO BONDS & 2011A GO BONDS	1,364,039.35 187,523.35 Total : 1,551,562.70

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11/11/2021 4:22:24PM

Voucher List
Village of Tinley Park

Page: 12

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
194740	11/12/2021	008095 VISSERS COLLISION CENTER	160001922		REFINISH FRONT BUMPER	353.65
Total :						353.65
194741	11/12/2021	020100 VOLANTI, PAMELA	110421		REIMB FOR FOLDABLE CRATES	98.48
Total :						98.48
194742	11/12/2021	018744 WALSH, MATTHEW	110821		REIMB ISCC DINNER 11/4/21 WALSH,R/	150.00
Total :						150.00
194743	11/12/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS	5090063-0 5093193-0 50944507-0		PAPER, CORRECTION TAPE,CARE REF PROTECTOR SHEETS, BINDERS FILES	170.31 43.07 6.72
Total :						220.10
194744	11/12/2021	011055 WARREN OIL CO.	W1431179 W1431180		N.L. GAS USED 10/23-11/3/21 DIESEL FUEL USED 10/14-11/3/21	12,415.00 9,338.00
Total :						21,753.00
194745	11/12/2021	020217 WEX	0001430903-IN		FSA MONTHLY, OCTOBER 2021 AND CC	247.00
Total :						247.00
97 Vouchers for bank code :					apbank	Bank total : 1,907,522.82

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11/11/2021 4:22:24PM

Voucher List
Village of Tinley Park

Page: 13

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3585	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	2008 2011 2107 2105*	PAYEE-ALPHA REVIEW CORPORATION	1,103.80
					Total :	1,103.80
3586	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	2104 2008	PAYEE - IPMG	93.24
					Total :	93.24
3587	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210526W019	PAYEE-ADVANET	198.68
					Total :	198.68
3588	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002	PAYEE-ALIGN NETWORKS INC	186.64
					Total :	186.64
3589	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-1	PAYEE-ALIGN NETWORKS INC	237.62
					Total :	237.62
3590	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-2	PAYEE-ALIGN NETWORKS INC	327.69
					Total :	327.69
3591	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-3	PAYEE-ALIGN NETWORKS INC	327.69
					Total :	327.69
3592	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210731W002-4	PAYEE-CIOX HEALTH	34.62
					Total :	34.62
3593	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	201019W041	PAYEE-ENCOMPASS SPECIALTY NETW	245.70
					Total :	245.70
3594	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	201019W041-1	PAYEE-ENCOMPASS SPECIALTY NETW	261.24
					Total :	261.24
3595	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	201019W041-2	PAYEE-ENCOMPASS SPECIALTY NETW	491.40
					Total :	491.40
3596	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006	PAYEE-ENCOMPASS SPECIALTY NETW	243.22
					Total :	243.22
3597	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210421W008	PAYEE-ENCOMPASS SPECIALTY NETW	4,827.12
					Total :	4,827.12

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Voucher List
Village of Tinley Park

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Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3598	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-1	PAYEE-ENCOMPASS SPECIALTY NETW	158.50
					Total :	158.50
3599	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-2	PAYEE-ENCOMPASS SPECIALTY NETW	145.59
					Total :	145.59
3600	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-3	PAYEE-ENCOMPASS SPECIALTY NETW	379.09
					Total :	379.09
3601	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-4	PAYEE-GENEX SERVICES	190.00
					Total :	190.00
3602	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	201119W024	PAYEE-PARKVIEW ORTHOPAEDIC GRC	230.42
					Total :	230.42
3603	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	201119W024-1	PAYEE-PARKVIEW ORTHOPAEDIC GRC	77.36
					Total :	77.36
3604	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200211W025	PAYEE-PETERSON, JOHNSON & MURR	409.50
					Total :	409.50
3605	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210421W008	PAYEE-VILLAGE OF TINLEY PARK	1,704.52
					Total :	1,704.52
3606	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210526W019	PAYEE-VILLAGE OF TINLEY PARK	2,247.68
					Total :	2,247.68
3607	11/2/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006	PAYEE-VILLAGE OF TINLEY PARK	1,113.02
					Total :	1,113.02
3608	11/9/2021	018837	INSURANCE PROGRAM MANAGERS GRP	201019W041	PAYEE-ENCOMPASS SPECIALTY NETW	542.09
					Total :	542.09
3609	11/9/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006	PAYEE-ENCOMPASS SPECIALTY NETW	243.22
					Total :	243.22
3610	11/9/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-1	PAYEE-ENCOMPASS SPECIALTY NETW	96.77
					Total :	96.77

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Voucher List
Village of Tinley Park

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Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3611	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210731W002		PAYEE-ENCOMPASS SPECIALTY NETW	103.98
					Total :	103.98
3612	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210421W008		PAYEE-ENCOMPASS SPECIALTY NETW	9,485.12
					Total :	9,485.12
3613	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	200803W006-2		PAYEE-LOYOLA UNIVERSITY MED CT	80.61
					Total :	80.61
3614	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	200803W006-3		PAYEE-LOYOLA UNIVERSITY MED CT	82.91
					Total :	82.91
3615	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	200803W006-4		PAYEE-LOYOLA UNIVERSITY MED CT	82.91
					Total :	82.91
3616	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	200803W006-5		PAYEE-PETERSON, JOHNSON & MURR	170.50
					Total :	170.50
3617	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210323W028		PAYEE-PETERSON, JOHNSON & MURR	46.50
					Total :	46.50
3618	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210526W019		PAYEE-PETERSON, JOHNSON & MURR	186.00
					Total :	186.00
3619	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210421W008-1		PAYEE-SOUTH SUBURBAN-SURGICAL	468.17
					Total :	468.17
3620	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210421W008-1		PAYEE-STAT ANESTHESIA SPECIALIST	1,550.96
					Total :	1,550.96
3621	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	201119W024		PAYEE-VILLAGE OF TINLEY PARK	2,096.66
					Total :	2,096.66
3622	11/9/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210731W002-1		PAYEE-VILLAGE OF TINLEY PARK	1,634.50
					Total :	1,634.50
38 Vouchers for bank code :					Bank total :	32,105.24

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11/11/2021 4:22:24PM

Voucher List
Village of Tinley Park

Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
136		Vouchers in this report				
Total vouchers :						1,942,766.56

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

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

_____ Village President

_____ Village Clerk

_____ Date

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

RESOLUTION
NO. 2021-R-112

**A RESOLUTION APPROVING A RENEWED COOK COUNTY
ASSESSMENT CLASSIFICATION 6B FOR PROPERTY AT 7351 DUVAN
DRIVE
(B&B WAREHOUSING)**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-112**A RESOLUTION APPROVING A RENEWED COOK COUNTY
ASSESSMENT CLASSIFICATION 6B FOR PROPERTY AT 7351 DUVAN
DRIVE
(B&B WAREHOUSING)**

WHEREAS, the Village of Tinley Park desires to promote 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 which provides an applicant a reduction in the assessment level for an industrial facility; and

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

WHEREAS, the Village of Tinley Park on February 19th, 2008 adopted Resolution No. 2008-R-011 a Resolution approving a Cook County Assessment Classification 6B for property at 7351 Duvan Drive; and

WHEREAS, B&B Warehousing (Applicant) purchased and occupied the property in 2011 and the reclassification provides for the first 10 years a reduced assessment which increases in the 11th year and the 12th year and;

WHEREAS, the Village supports and consents to B&B Warehousing's renewal of the Class 6B property status pursuant to said aforementioned ordinance for certain real estate located at 7351 Duvan Drive (Subject Property) in the Village of Tinley Park, Orland Township, Cook County, Illinois, with the Property Index Numbers 27-36-204-014-0000 and 27-36-204-015-0000, and legally described in **Exhibit "A"** attached hereto, and has proven to this Board that the Subject Area is in need of revitalization, and,

WHEREAS, the granting of a renewal of a Class 6B tax incentive for the Subject Property is necessary keep the industrial use operational which is beneficial to the local economy; 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 President and Board of Trustees agree to grant a renewal of a Cook County Real Estate Classification 6B status to B&B Warehousing for property located at 7351 Duvan Drive, Tinley Park, Rich Township, Cook County, Illinois, PIN Numbers 31-07-103-001-0000 and 31-07-300-001-0000.

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 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

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. 2021-R-112, **“A RESOLUTION APPROVING A RENEWED COOK COUNTY ASSESSMENT CLASSIFICATION 6B FOR PROPERTY AT 7351 DUVAN DRIVE (B&B WAREHOUSING),”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16th, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT A**Legal Description & Location Map**

PINs: 27-36-204-014-0000 & 27-36-204-015-0000

LOT 14 AND 15 IN TINLEY INDUSTRIAL PARK BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12 EASE OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD (EXCEPTING THEREFROM THE WEST 1534.6 FEET OF THE EAST 2009.6 FEET OF THE NORTH 495.65 FEET) ALL IN COOK COUNTY, ILLINIOS.





Interoffice Memo

Date: November 16, 2021

To: Mayor & Village Board

CC: Pat Carr, Village Manager

From: Kimberly Clarke, AICP
Community Development Director

Subject: Loyola University Health Systems Development Agreement



BACKGROUND

As part of an economic development initiative, the Village has designed for the extension of utilities along the Lagrange Road (Rte. 45) Corridor at 183rd Street in the hopes of spurring development in the area. A lift station is required as part of the utility extension which needs to be located on property the Village does not own. Staff has been working diligently to find a location and have found success by partnering with Loyola Medicine. Separate agreements were negotiated between the Village and Loyola to secure the property at no cost to the Village. The obligation the Village must fulfill is the deadlines to have these utilities installed. The deadlines are important because Loyola Medicine has plans to construct a new facility of which they will need these utilities for their site to be operational by 2023.

The project has been reviewed by the Plan Commission with a favorable recommendation to the Village Board. The major items in the agreement were discussed at the Committee of the Whole Meeting on November 02, 2021.

THE PROJECT

Loyola Medicine plans to spend approximately \$35 million in construction cost to build a 2-story medical facility that is 70,000 sq. ft. in size. The building will operate as an ambulatory medical clinic for primary care and a range of medical specialties including, orthopedic surgery, oncology, cardiology, pulmonary medicine, urology, audiology and general surgery. There will also be a cancer care center provided with infusion rooms as well as CT and Linear Accelerator suites. Once constructed, the facility will generate 1,500 patients a week with a maximum number of 130 employees on site at any given time. The project is expected to be operational by the year 2023.

REQUESTED TERMS AND CONDITIONS

The proposed considerations for Loyola Medicine consist of:

- Waiver of building permit and plan check fee in the amount not to exceed \$293,000 (based on a \$35 million dollar construction cost). All third party reviews, inspections and separate permits are not part of this waiver. If the cost of construction is lower, the permit fee waiver amount will be adjusted. The waiver of the fee is subject to the developer submitting a permit for the construction of the building within one year of the execution of this agreement.
- Loyola will construct a 12" watermain to complete a loop to the Village's water system. The village will waive the \$126,000 water tap on fee for consideration of this work.
- Recapture fee for Village's cost to construct the water and sewer lines is reduced from \$345,000 to \$300,000. The recapture fee will be paid upon execution of this agreement. In the event no building permit is issued after one year from the date of this agreement, the remaining \$45,000 will be paid at the issuance of the permit.
- The portion of the land that will remain undeveloped may continue to be farmed.
- The Village shall make the utility improvements available at no cost to the Developer on or before the following dates:
 - a. New Water Main: May 30, 2022
 - b. New Sanitary Main: June 18, 2022
 - c. New Lift Station: January 15, 2023



SITE PLAN



(Note proposed entrance off 179th Street and LaGrange and conceptual and will not be constructed as part of this project at this time)

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

RESOLUTION
NO. 2021-R-113

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
DEVELOPMENT AGREEMENT-
LOYOLA UNIVERSITY HEALTH SYSTEM**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-113**A RESOLUTION AUTHORIZING THE EXECUTION OF A
DEVELOPMENT AGREEMENT-
LOYOLA UNIVERSITY HEALTH SYSTEM**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a development agreement for the development of certain property, a true and correct copy of such Development Agreement (the “Development 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 the said Village of Tinley Park that said Development 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 interest of the Village of Tinley Park and its residents that the aforesaid “Development Agreement-Loyola University Health Systems” be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made part hereof as **EXHIBIT 1**.

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

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

ADOPTED this **16th** day **of November, 2021**, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this **16th** day **of November, 2021**, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Development Agreement- Loyola University Health Systems

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. 2021-R-113, “**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT – LOYOLA HEALTH SYSTEM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16th, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

1 **DEVELOPMENT AGREEMENT**
2 **(Loyola University Health System)**
3
4

5 **THIS DEVELOPMENT AGREEMENT** (the “*Agreement*”) is entered into as of
6 the ____ day of _____, 2021, by and between the **VILLAGE OF TINLEY**
7 **PARK**, Cook County, Illinois, an Illinois home rule municipal corporation (the “Village”);
8 and Loyola University Health System, an Illinois not for profit corporation (“Developer”),
9 the development of approximately 12.69 acres of real estate located generally at the
10 southeast corner of 179th Street and La Grange Road (Rte. 45), in the Village of Tinley
11 Park, Cook County, Illinois. Developer intends to develop the property (hereafter defined)
12 as more specifically set forth in this Agreement. The Village and Developer may
13 sometimes be referred to individually as a “Party” and collectively as the “Parties”.
14

15 **W I T N E S S E T H:**
16

17 **WHEREAS**, Developer owns approximately 29.18 acres of property (the "Subject
18 Property") and intends to develop approximately 12.69- acres of such property (the
19 “Developed Property”) which will result in 16.49 acres of undeveloped property (the
20 "Undeveloped Property") (for clarification the Developed Property and the Undeveloped
21 Property are the same as the "Subject Property") located in the Village of Tinley Park,
22 Cook County, Illinois, and more particularly described on **EXHIBIT A** attached hereto
23 and incorporated herein; and

24 **WHEREAS**, a public hearing was held on October 21, 2021, before the Plan
25 Commission of the Village of Tinley Park to consider recommending to the Village Board
26 the Rezoning, Variations and Preliminary Development Plan proposing the development
27 by Developer of a Medical Clinic Facility ("Facility") on the Subject Property (“the
28 Development”); and

29 **WHEREAS**, to facilitate the development of the Subject Property according to the
30 Preliminary Development Plan, the Village and the Developer desire to enter into this
31 Agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois

32 Municipal Code in order to regulate the zoning and development of the Subject Property
33 upon the terms and conditions contained in this Agreement; and

34 **WHEREAS**, all notices, publications, procedures, public hearings and other
35 matters attendant to the considerations, approval and execution of the Agreement have been
36 given, made, and held and performed as required by 65 ILCS 5/7-1-8 and Division 15.1 of
37 Article 11 of the Illinois Municipal Code and all applicable Ordinances, regulations and
38 procedures of the Village; and

39 **WHEREAS**, the President and the Village Trustees have by a vote of not less than
40 two-thirds (2/3) of the Corporate Authorities currently holding office, approved the terms
41 and provisions of this Agreement and have directed the President to execute and the Village
42 Clerk to attest this Agreement on behalf of the Village;

43 **NOW, THEREFORE**, in consideration of the premises and mutual covenants
44 contained herein, the Village and the Developer agree as follows:

45

46

ARTICLE ONE

47

INTRODUCTION

48

49 A. Recitals. The foregoing recitals and representations are material to this Agreement
50 are hereby incorporated into and made a part of this Agreement as though fully set
51 forth in this Article One as the agreement and understandings of the Parties.

52

53 B. Mutual Assistance. The Parties hereto agree to do all things necessary and
54 appropriate to carry out the terms and conditions of this Agreement and to aid and
55 assist each other in furthering the intent of the Parties as reflected by the terms of
56 this agreement, including without limitation, the holding of public hearings,
57 enactment by the Village of such resolutions and ordinances as are required herein,
58 the execution of permits, applications and agreements and the taking of such other
59 actions as may be necessary to enable the Parties to comply with the terms and
60 provisions of this Agreement.

61

62

63

ARTICLE TWO
ZONING

64
65
66
67 A. Existing and Proposed Zoning. The Subject Property is zoned B-3 and ORI in the
68 Village of Tinley Park as depicted on EXHIBIT B. Developer and the Village of
69 Tinley Park intend to rezone the northern portion of the Subject Property (PIN# 27-
70 34-300-005-0000) from B-3 General Business and Commercial to ORI Office,
71 Research and Limited Industrial. Such northern portion of the Subject Property
72 shall be deemed rezoned to ORI upon execution of this Agreement. The remaining
73 portion of the Subject Property (PIN#27-33-401-012-0000 and PIN#27-34-300-
74 011-0000) shall and will remain zoned as ORI.

75 B. Developer shall adhere to variances adopted by Ordinance No. 2021-O-xx
76 including, but not limited to; variances to Village Urban Design Overlay District
77 (UDOD) requirements whereas allowing Developer to (a) permit a decreased front
78 yard setback and permit parking in the required front yard, (b) permit three curb
79 cuts as opposed to one permitted, (c) reduction of off-street loading truck spaces
80 from four to two, (d) reduction of masonry façade requirements from sixty percent
81 (60%) down to a range of 36-42% pursuant to final design and allow increase of
82 alternative building materials (precast concrete, metal panels and glass panels) of
83 (15%) to an increase to accommodate required delta, (e) Developer shall be allowed
84 additional ground (maximum of four), wall and directional signage as included in
85 approved plans, (f) variation to allow 330 parking stalls total in lieu of 406 required,
86 (g) relief from landscaping requirements as agreed upon with final plans approved
87 by the Village Board.

88 C. Preliminary Plan Approval.

89 1. The Subject Property (consisting of approximately 29.18-acres, 12.69 acres of
90 which will be developed ("Developed Property") and 16.49 acres will remain
91 undeveloped ("Undeveloped Property") and more fully depicted and described
92 in **EXHIBIT A**) shall be developed substantially in accordance with the land
93 plan attached hereto and hereby made a part of this Agreement as **EXHIBIT**
94 **C**, as the same may be revised by Developer and approved by the Village, which
95 plan is entitled "Loyola University Health System: Loyola Southwest

96 Ambulatory Care Center” and last revised on September 28, 2021, and which
97 was prepared by Eriksson Engineering Associates (hereinafter referred to as the
98 “Plan”). Village agrees that such Subject Property, as depicted on **EXHIBIT A**
99 may include improvements that are consistent with the meaning of a "medical
100 clinic" as that term is defined in Village's Zoning Ordinance at Article II,
101 subsection A. The Developer shall be entitled to develop the most northerly
102 12.69 acres of the Subject Property ("Developed Property") for the Facility as
103 shown on **EXHIBIT D**. It is understood that there is no specific plan for
104 development of the remainder Undeveloped Property of the Subject Property.
105 The Village will allow such remaining southern portion of the land to remain
106 farmed. Owner and Developer agree that any development of the remainder of
107 the Subject Property shall comply fully with specific site plan or plans be
108 subject to the approval of the Village Board.

109 **D. Plat Approval:**

110 The Subject Property shall be developed in full compliance with all provisions of
111 the Tinley Park Regulations Ordinance. The Developer has submitted a Preliminary
112 Plat of Consolidation as shown on **EXHIBIT E-1**, which includes a consolidation
113 of two PINS (27-34-300-005-0000 and 27-34-300-011-0000) and a subsequent tax
114 division which will result in two new PINs, one for the entire 12.69 acres of
115 Developed Property and the other for 13.16 acres of the Undeveloped Property as
116 shown on **EXHIBIT E-2** and **E-3** respectively. For clarification, the remaining
117 3.33 acres of the Undeveloped Property, that which relates to PIN 27-33-401-012-
118 000 and attributable to the triangle portion of the Subject Property, will remain
119 unaffected.

120 **E. Developer has paid all site plan, plat, and rezoning fees as required by Village**
121 **Ordinance. Engineering fees and surety shall be provided as otherwise set forth in**
122 **this Agreement.**

123 F. The Village acknowledges that subsequent action by Owner regarding issuance of
124 new separate PINs for portions of the Property without material revisions to the
125 Plan shall not require Village approval.”

126
127 **ARTICLE THREE**
128 **BUILDING CODE-PERMITS**

129
130 The development of the Developed Property shall be subject to the local codes and
131 ordinances for the construction of the buildings on the Developed Property as they exist on
132 the date of this Agreement. Except as otherwise provided herein, amendments to codes and
133 ordinances generally applicable throughout the Village shall be applicable to the
134 construction of the buildings and other improvements on the Developed Property beginning
135 one hundred and eighty (180) days after receipt by the Developer of notice of such
136 amendments from the Village. The Village agrees to expeditiously review and act on all
137 applications for building permits and other approvals required on the Developed Property.
138 The Village agrees to assist Developer with securing any approvals required from any other
139 governmental agencies that may have jurisdiction over development and construction on
140 the Developed Property or as otherwise required under this Agreement.

141
142 **ARTICLE FOUR**
143 **CODE RELATED ORDINANCE**

144
145 Developer agrees to construct all building and related improvements on the
146 Developed Property in accordance with the Subdivision and Development Regulations
147 Ordinance NO. 2007-O-041 of the Village of Tinley Park (the “Subdivision and
148 Development Regulations”), except as otherwise set forth in this Agreement. Developer
149 agrees to pay all Village fees pursuant to the Subdivision and Development Regulations
150 and any other Ordinances of the Village, except as otherwise set forth herein. Issuance of
151 an occupancy permit for the Developed Property, either temporary or final, shall serve as
152 evidence that all fees required under this Agreement have been paid and any subsequent
153 owner of the Developed Property for which an occupancy permit has been issued shall take

154 ownership free and clear of said fee payment obligations with respect to said Developed
155 Property.

156

157 Developer shall not file any cause of action or contribute to filing a cause of action
158 objecting to the fees, except where specifically waived in this Agreement, as required by
159 the Village Code and/or any other ordinances required by the Village, including but not
160 limited to connection fees and building permit fees, so long as they are deemed not to
161 violate public policy and are being charged on a uniform basis for similar uses of property
162 at the time the fees become due and owing.

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ARTICLE FIVE:
UTILITY RECAPTURES AND CONTRIBUTIONS

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- A. In consideration of Developer's construction of a twelve-inch watermain on the Developed Property that connects to the water main located at Chopin Drive, all Development water connection/tap on fees will be waived in the amount of \$126,850.
- B. Village shall provide a drop manhole in size, location, depth with connection points as coordinated between Developer and Village to accommodate Developer's requisite connections to support the new Developer Facility.
- C. Water System & Sewerage System. Developer shall have the right to access the new Water and Sanitary Mains in the old 96th Avenue right-of-way west of the Property and along 179th Street. The Village shall make these improvements available at no cost to the Developer on or before the following dates:
 - a. New Water Main: May 30, 2022
 - b. New Sanitary Main: June 18, 2022
 - c. New Lift Station: January 15, 2023
- D. The Village agrees to provide and coordinate the location and installation of new Taps/TEEs and associated connection points for the new lift station/sanitary and water lines being constructed related to the easements described in **EXHIBIT F** and **G** respectively to support new Developer Facility at no cost to the Developer.

186 E. Recapture. In consideration of the Village’s construction of certain utility
187 infrastructure which will benefit the Subject Property and Developer in relation to
188 the Project and any future development, Developer agrees to pay upon execution
189 of this Development Agreement a reduced recapture fee in the amount of three
190 hundred thousand dollars (\$300,000.00) instead of the required three hundred and
191 forty-five thousand dollars (\$345,000). The reduced recapture shall be applicable
192 for one year subsequent to the execution of this Development Agreement. In the
193 event that a permit is issued for the construction of the building per the Preliminary
194 Site Plan one year after the execution of this Development Agreement, Developer
195 shall pay the unreduced recapture fee.

196 **ARTICLE SIX**
197 **IMPROVEMENTS**
198

- 199 A. Improvements. Developer shall be responsible for constructing all improvements
200 within the Developed Property in accordance with the approved final engineering
201 plans for the Developed Property for the respective phase, which improvements
202 include but are not limited to roads, utilities, sidewalks, street lights, curbs, and
203 gutters within the property limits in accordance with the Village’s Subdivision and
204 Development Regulations and Zoning Ordinance, except as provided for herein
205 (the “Improvements”).
- 206 B. 179th Street and Chopin Drive Signal Improvements. Village confirms that Chopin
207 Road is a public right of way and as such, Developer may develop an egress/ingress
208 to Developer's Property from Chopin Drive subject to Village's engineering and site
209 plan requirements. Further, if Cook County requires the installation of a traffic
210 signal at the intersection of 179th Street and Chopin Drive, Developer shall signalize
211 said intersection and make any other required improvements at its own cost
212 contingent upon approval by the Cook County Department of Transportation and
213 the Village.
- 214 C. Public Improvements. The Improvements, the 179th Street and Chopin Drive
215 Signal Improvements, the Chopin Drive improvements, the 179th Street Sidewalk
216 Improvements and the Utility Improvements (hereinafter collectively the “Public

217 Improvements”) are a condition of the Village’s approval of the development of the
218 Developed Property as set forth herein.

219 D. 183rd Street Access. Developer is allowed but not required to construct an internal
220 road from the point where 96th Avenue ends at Developer's Subject Property line
221 through Developer's PIN# 27-34-300-011-0000 and the Village will allow
222 Developer to construct an ingress/egress from such property to 183rd and provide
223 the right to continued access and use, subject to Village’s and IDOT’s engineering
224 and site plan requirements.

225 E. Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112
226 between Grantee and the Illinois Department of Transportation ("IDOT"), Village
227 agrees to exercise its authority to and shall administer, control, construct, maintain
228 and operate the vacated IDOT highway known as Old 96th Avenue, as shown on
229 **EXHIBIT D**, to effectuate Developer’s use of the same (either on or across) for
230 transportation purposes. Notwithstanding the foregoing, the Village shall not be
231 obligated to construct any improvements on the Old 96th Avenue right-of-way.

232 F. Chopin Drive Improvements. Developer shall provide 2" thick mill, overlay, and
233 restripe Chopin Drive subject to the Village’s engineering and site plan
234 requirements.

235 G. Sidewalks. Developer shall construct a public 6-foot-wide sidewalk along the south
236 side of 179th Street and the west side of Chopin Drive within the Developed
237 Property for the proposed development parcel. Such sidewalk shall be located and
238 constructed in the dedicated rights-of-ways and in accordance with final
239 engineering plans approved by the Village.

240 H. Village shall make its best effort to coordinate and install pedestrian signal
241 improvements to allow pedestrian access across 179th Street on the east of La
242 Grange Road, subject to approval by IDOT and CCDOT. Village shall, at its own
243 expense, extend a sidewalk beyond the proposed Development to make it
244 contiguous to Developer’s sidewalk installation and the proposed new pedestrian
245 signal.

246 I. Developer shall be required to keep all public streets adjoining the Subject Property
247 to be clear of mud and debris generated by construction activity on the Subject

248 Property. Such streets must be cleaned at least once a day, and more often if
249 required by the Village at its sole judgment.

250 J. North Utility Easement (Watermain). In the event of any repairs to the watermain
251 within the north utility easement, restoration shall be the responsibility of
252 Developer or future property owners. The Village shall solely be responsible for
253 repairing the watermain and backfilling the trench with stone to grade.

254 K. Inspection, Conveyance and Ownership of On-Site and Off-Site Public
255 Improvements.

256 i. Inspection. The Village Engineer or a consulting firm selected by the Village
257 (the “Village Review Team”) shall review and approve the Proposed Water
258 main Improvement Plans, as well as inspect and oversee any and all
259 construction of the proposed improvements. All testing shall be coordinated
260 and scheduled so a Village representative is present. Utility testing and
261 necessary repairs to meet Village Standards shall be completed for the Public
262 Improvements within thirty (30) days of written notice from Developer that
263 the Public Improvements have been completed (which notice shall set forth
264 with specificity the Public Improvements that have been completed and the
265 Public Improvements that remain to be completed). The Village Review
266 Team shall indicate approval or disapproval of the Improvements by written
267 notice to Developer (the “Inspection Notice”) given within twenty (20) days
268 following such inspection. If such Public Improvements are not approved, the
269 reasons therefore shall be set forth in the Inspection Notice. Upon Developer’s
270 correction of the items set forth in the Inspection Notice, the Village Review
271 Team, upon request shall reinspect the Improvements and either approve or
272 disapprove said Improvements pursuant to an Inspection Notice. The Village
273 Review Team shall either approve or disapprove said Public Improvements
274 within twenty (20) days of receipt of the notice requesting re-inspection. The
275 Village, at its expense, shall retain the services of such consultants and/or hire
276 such employees as may be necessary to ensure that the Village is able to fulfill
277 its obligations under this Section J. The foregoing, however, does not negate

278 the obligation of Developer to pay all fees otherwise payable for inspection
279 services under applicable Village ordinances.

280 ii. Conveyance of Improvements. All completed Improvements, following
281 inspection and approval by the Village Engineer in accordance with sub-
282 section (i) above, and following the delivery of “as-built” drawings (including
283 electronic files) to the Village Engineer, shall be conveyed by bill of sale to
284 be accepted by the Village within sixty (60) days of receipt of written request
285 for acceptance submitted to the Village by Developer. The Village’s
286 acceptance of any conveyance of an Improvement shall not be unreasonably
287 withheld or delayed.

288 iii. Maintenance and Repair. The Village, at the Village’s sole cost and expense,
289 shall be responsible for maintenance, repair, restoration and reconstruction of
290 all Public Improvements after the conveyance to the Village and the Village’s
291 acceptance thereof, subject only to reimbursement of expenses for
292 maintenance, repair or replacement costs if reimbursable from the Warranty
293 Period as set forth in Section K.

294 L. Security. Prior to issuance of a development permit, the Developer, or a general
295 contractor on behalf of Developer, shall post surety (performance bond, letter of
296 credit or cash deposit) in the form reasonably acceptable to the Village in the
297 amount of 110% of the engineer’s estimate of the cost of the Public Improvements.
298 Said surety shall be maintained with the Village until such time as the Public
299 Improvements, or any portion thereof, have been inspected and approved by the
300 Village pursuant to the terms set forth in Section G(i) above. Upon approval of the
301 Public Improvements, or any portion of the Public Improvements, the Developer
302 shall be permitted to replace the outstanding surety or otherwise to reduce the value
303 of the outstanding surety by reducing the value of the surety in an amount equal to
304 the value of the approved Public Improvements. Prior to either replacement or
305 reduction of the outstanding surety, the Developer shall deposit with the Village a
306 separate surety (bond, letter of credit or cash deposit) in the amount of ten percent
307 (10%) of the value of the approved Public Improvements to guarantee the
308 maintenance, repair or replacement of said approved Public Improvements for a

309 period of six (6) months following the approval of the Public Improvements
310 pursuant to Section J(i) above (“Warranty Period”).

311 M. Required Easements and Dedications. Developer and Village agree to discuss
312 further the dedication by Developer of certain easements into a Final Plat of
313 Easement.

314 ARTICLE SEVEN

315 STORM WATER AND WETLANDS

316

317 A. Stormwater Flood Plains and Wetlands/Management Facilities. Developer
318 shall provide at its sole cost and expense all necessary storm sewers, drainage swale
319 systems, detention systems and compensatory storage to service the Developed
320 Property in compliance with all applicable ordinances and MWRD requirements in
321 effect at the time Final Engineering for the respective phase is approved for the
322 Developed Property. All floodplain compensatory storage areas shall be installed
323 within the initial phase of development. Stormwater management facilities
324 necessary to accommodate the development of Building 1 shall be installed in
325 Phase 1. Any stormwater basin(s) required for future buildings shall be built when
326 necessary for the future development.

327 B. Stormwater Management. The Developer shall be solely responsible for
328 construction of the stormwater management facilities, including all storm sewer
329 and stormwater basins, in accordance with the approved final engineering plans and
330 the Final Landscape Plans. The Developer shall maintain ownership of the
331 stormwater basins and shall have the obligation to maintain the stormwater basins
332 as depicted on the Final Engineering Plans and Final Landscape Plans and shall be
333 responsible for all related costs.

334 C. Stormwater Bond. Developer shall provide a bond in an amount reasonably
335 determined by the Village, but not more than the value of the plantings being
336 secured, to ensure that the required plantings in the Stormwater management
337 Facility are established. The Village shall perform annual inspections of the
338 plantings beginning in the second growing season. If the Village reasonably
339 determines that the overall condition of the plantings is good, then the establishment

340 bond shall be: i) released if there are no deficiencies identified by the Village at the
341 conclusion of the third growing season; or ii) reduced to an amount sufficient to
342 cover any deficiencies identified by the Village. Developer shall agree to correct
343 any deficiencies noted during the inspections. The established bond will be released
344 after all deficiencies have been corrected. Prior to the Village releasing the bond;
345 the Developer shall submit a five-year maintenance plan that will be followed by
346 Developer in maintaining the stormwater basin. In the event Developer or its
347 successors in interest fail to maintain the plantings, after notice from the Village
348 and continued default by Developer or its successors, the Village may cause any
349 deficiencies to be corrected and be reimbursed for its costs of correction.

350 D. Wetlands. Developer has agreed to mitigate an identified wetland location, via a
351 transfer to a wetlands bank, contained within development on Northwest corner of
352 site plan approved by the Federal Emergency Management Agency and further
353 depicted on **EXHIBIT D**.

354

355 **ARTICLE EIGHT**

356 **MASS GRADING**

357

358 A. Mass Grading and General Land Development Activities. Upon submittal and
359 approval of the Mass Grading Plan Improvement and Erosion Control Plans and at
360 the sole discretion of the Village, Developer may, at its own risk, perform general
361 land development activities on the Subject Property prior to final subdivision
362 approval of the Village, which activities may include grading and mass excavation
363 (including, excavation which also includes permanent or temporary
364 detention/retention ponds, preliminary grading work, filling and soil stockpiling)
365 which may commence prior to any approval of any plat or plan. The Village will
366 issue conditional site development permits for site grading before a Final Plat or
367 Final Development Plan for each respective phase that is approved provided,
368 however, that an improvement bond, in an amount equal to the cost of construction
369 and erosion approved by the Village Engineer is submitted, under the following
370 conditions, which permits shall automatically be revoked if said conditions are not

371 satisfied by Developer. Installation of silt fence, construction entrance and gravel
372 base streets for emergency vehicles to have access to all construction sites shall be
373 completed before the issuance of building permits. However, pavement shall be
374 completed with a binder course over the proof rolled aggregate base to the full
375 width of the proposed roadway including the installation of the curb and gutter and
376 prior to the issuance of any occupancy permits. If performed before the issuance of
377 permits for the construction of foundations, the general land development work
378 shall be at Developers' own risk and Developer agrees to indemnify and hold the
379 Village harmless from any claims or demands of any type for damages arising
380 therefrom.

381 (i) The Village Review Team shall review and approve the Preliminary Grading
382 Plan, including detention, erosion and sedimentation control measures, for each
383 phase. Village agrees that it shall conduct such review with reasonable
384 promptness and without undue delay. In the event the Village Review Team's
385 review identifies areas to be corrected, Developer will do so and the Village
386 Review Team will promptly review the corrections made by Developer.

387 (ii) All activity undertaken hereunder shall be conducted without injuring or
388 negatively affecting any adjacent properties.

389 (iii) Stockpiling, pulverization and sale of topsoil shall be permitted and shall
390 be located in areas identified on the Mass Grading Plan and maintained as
391 designed in the Final Engineering Plans or as may be designated during the
392 course of construction. All topsoil stockpiles shall be located so as not to
393 interfere with the installation or ongoing function of utilities and drainage. A
394 stockpile that is not being actively utilized, for development or other purposes,
395 shall be stabilized with grass seed or in such similar manner as the Village may
396 reasonably approve, to avoid creating a nuisance condition. The Village may
397 require Developer to remove any remaining topsoil stockpiles from the Subject
398 Property five (5) years following the Village's acceptance of the Public
399 Improvements.

400 (iv) Plan Submittal, which shall consist of a Final Engineering Plan and a
401 Stormwater Management Report, shall be submitted to the Village for review

402 before mass grading activities may commence. If Developer has made no
403 changes from the Preliminary Plans initially submitted, then the Preliminary
404 Plans will be deemed the Final Plans and therefore will not require an alternate
405 submittal. Village agrees that it shall conduct such review with reasonable
406 promptness and without undue delay. Developer agrees to pay all associated
407 engineering review fees in the event the Village’s review identifies areas to be
408 corrected, Developer will undertake such corrections and the Village will
409 promptly review the corrections made by Developer.

410 (v) Upon approval of Final Engineering Plans and all applicable EPA, MWRD,
411 State and County permits, Developer may apply for a mass grading permit,
412 approval of which the Village shall unreasonably withhold.

413 (vi) Mass grading shall not violate any conditions or requirements of any other
414 applicable jurisdiction, including but not limited to the USACE, FEMA, IDNR,
415 IDOT, CCDOTH, MWRD, or IEPA, and shall avoid any conflict with the
416 Village or its contractor’s installation of the new sewer and water main serving
417 the Subject Property. The Developer shall provide current status of all
418 permitting at such time the mass grading is requested to commence as well as
419 the limits of proposed work demonstrating adherence with permit requirements
420 from outside agencies.

421
422 **ARTICLE NINE**

423 **BUILDING PERMITS AND OCCUPANCY CERTIFICATES**

424
425 A. Building Permits. The Village shall issue building permits upon substantial
426 completion of the installation of gravel base access to the Developed Property for
427 emergency vehicles to have access to the portions of the Developed Property for
428 which Developer has applied for a building permit. Provided that the application
429 and information submitted by Developer is complete and conforms to the terms of
430 this Agreement and other applicable Village ordinances, codes or regulations, the
431 Village agrees to issue all building permits for construction.

432 B. Occupancy Certificates. Occupancy certificates shall be issued by the Village upon
433 Developer constructing utilities as well as curb and gutter and bituminous binder
434 course across the frontage of the lot for which a certificate of occupancy is required.
435 No bond shall be required to secure the improvement of the remainder of the
436 building provided that the exterior lot improvements have been completed prior to
437 the issuance of the occupancy permit. Upon request by Developer for an occupancy
438 certificate, the Village shall have five (5) days after receipt of such request to
439 provide Developer with such certificate or a written statement indicating in detail
440 how Developer has failed to complete the construction in conformance with the
441 approved plans, this Agreement and other applicable Village codes, ordinances and
442 regulations, and what measures or acts will be necessary for Developer to take or
443 perform in order to conform with construction in order to obtain the occupancy
444 certificate. Any re-inspections shall take place within five (5) days after
445 Developer's request, weather permitting. The occupancy certificate once issued,
446 shall be in conclusive determination of satisfaction with respect to the obligations
447 of Developer in regard to the building to which the occupancy certificate pertains.
448 Issuance of a final occupancy permit for a subdivided lot of the Developed Property
449 shall serve as evidence that all fees have been paid and any subsequent owner of a
450 subdivided lot for which a final occupancy permit has been issued shall take
451 ownership free and clear of said fee payment obligations set forth in this Agreement
452 or other Developer obligations set forth in this Agreement with respect to said
453 subdivided lot.

454 C. Temporary Occupancy Certificates. If weather and seasonable changes prevent the
455 installation of landscaping, service walks, public sidewalks, final driveway
456 surfaces, or final lift of roadway paving and pavement striping when any building
457 or unit is otherwise substantially complete, temporary occupancy certificates for
458 that building or unit shall be granted provided that Developer complies with the
459 bonding and other requirements for temporary certificates of occupancy set forth in
460 the Village Codes. The required landscaping, flatwork and paving shall be installed
461 at such time as weather permits, but not later than the date(s) specified in the Village
462 Codes unless agreed upon by both Parties. Any bonding requirement for temporary

463 occupancy certificated may be satisfied by winter condition cash bond rather than
464 individual bonds for each unit.

465 D. Foundation Only Permit. Developer may apply for a Foundation Only Permit in
466 accordance with Village policy and subject to approval by the Village Board.

467 E. Building Permit Fees. The Village agrees to waive building permit fee in the
468 amount not to exceed two hundred ninety-three thousand dollars (\$293,000.00)
469 based on a construction cost of thirty-five million dollars (\$35,000,000.00). In the
470 event the Development's construction cost is lower than thirty-five million dollars
471 (\$35,000,000.00), the waived permit fees shall be reduced accordingly. The waived
472 building permit fees shall be applicable for one year subsequent to the execution of
473 this Development Agreement. In the event that a permit is issued for the
474 construction of the building per the Preliminary Site Plan one year after the
475 execution of this Development Agreement, there shall be no waiver of the
476 applicable building permit fee. Developer acknowledges that it shall be required to
477 pay fire sprinkler, fire alarm, inspection and all other third-party review fees.

478
479 **ARTICLE TEN**
480 **RESERVED**
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483 **ARTICLE ELEVEN**
484 **SUCCESSOR AND ASSIGNS**
485

486 All of the Developer's rights under this Agreement for the Subject Property shall
487 inure to the benefit of Developer's successors and assigns and upon successor legal or
488 beneficial owners of all or any of the Subject Property. All of the obligations of Developer
489 under this Agreement shall be binding upon Developer's successors and assigns and upon
490 successor legal of beneficial owners of all or any portion of the Subject Property. The
491 Village agrees that if a third-party purchaser of the Subject Property, or any portion thereof,
492 assumes Developer's obligations under this Agreement, Developer shall be released from
493 liability for the performance of such obligations to the extent such third-party purchaser
494 assumes such obligations. This Development Agreement and all rights and obligations
495 hereunder may not be assigned without the written consent of the other party.

ARTICLE TWELVE
GENERAL PROVISIONS

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- A. Force Majeure. Time is of the essence of this Development Agreement; provided, however, a party shall not be deemed in material breach of this Development Agreement with respect to any obligations of this Development Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, pandemics, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (Force Majeure). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.
- B. All provisions, conditions and regulations set forth in the Agreement and the Documents or plans to which they refer shall by their specificity supersede all Village ordinances, codes, rules and regulations that are in conflict with this Agreement.
- C. This Agreement shall be effective for a term of ten (10) years from the date of this Agreement.
- D. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of Developer and the Village.

- 526 E. This Agreement, when recorded, constitutes a covenant running with the land and
527 is binding upon and inures to the benefit of the parties, all grantees, successors and
528 assigns.
- 529 F. Nothing in this Agreement shall prevent the alienation, encumbrance or sale
530 of the Subject Property or any portion of it, and the new owner or owners shall be
531 both benefited and bound by the conditions and restrictions expressed in this
532 Agreement, and to such extent Developer shall be released.
- 533 G. Within thirty (30) days after its execution, this Agreement shall be recorded at the
534 sole cost and expense of the Party recording same in the office of the Clerk of Cook
535 County, Illinois.
- 536 H. If any provision of this Agreement is found by a court of law to be in violation
537 of any applicable Local, State or Federal law, ordinance or regulation, and if a
538 court of competent jurisdiction should declare such provision of this Agreement to
539 be illegal, void or unenforceable, then it is the intent of the Parties that the
540 remainder of this Agreement shall be construed as if such illegal, void or
541 unenforceable provision was not contained herein and that the rights and
542 obligations of the Parties hereunder shall continue in full force and effect.
- 543 I. The Corporate Authorities for the Village warrant that they have the authority to
544 enter into this Agreement. Developer warrants that the execution of this Agreement
545 has been duly and validly authorized and that the obligations imposed upon
546 Developer herein shall be valid and binding obligations of Developer.
- 547 J. The captions of paragraphs are intended only for the convenience of the parties and
548 are not to be construed as part of this Agreement or as a limitation of the scope of
549 the particular sections to which they refer.
- 550 K. Within twenty (20) days after the request by Developer, or its successors or
551 assigns, the Village shall deliver to Developer a letter stating that this Agreement
552 is in full force and effect and that there are no outstanding known violations of the
553 provisions of this Agreement or identifying each known violation and the steps
554 necessary to cure it. The delivery of any such letter does not by law constitute an
555 estoppel against the Village and it may proceed to enforce any violation of any of

556 its Codes or Ordinances or any of the terms and conditions of this Agreement which
557 may in fact have been violated.

558 L. This Agreement may be executed in any number of counterparts and duplicate
559 originals, each of which shall be deemed an original but all of which shall constitute
560 one and the same instrument.

561 M. Failure of any Party to this Agreement to insist upon the strict and prompt
562 performance of the terms, covenants, agreements and conditions herein contained,
563 or any of them, upon any other party imposed, shall not, conditions herein
564 contained, or any of them, upon any other party imposed, shall not, constitute or be
565 construed as a waive to relinquishment of any Parties' right thereafter to enforce
566 such term, covenant, agreement or condition, but the same shall continue in full
567 force and effect.

568 N. Except as specifically provided herein above, Developer and successors and/or
569 assigns, agree during the term of this Agreement to not initiate any action to
570 disconnect said property from the Village of Tinley Park.

571 O. The Village agrees to waive certain amounts of permit, utility (water/sewer
572 connection) tap-on and recapture fees ordinarily assessed and charged as they arise.
573 Failure of the Developer to comply substantively with the material terms herein this
574 agreement shall be pursuant to Article Twelve and Thirteen of this Agreement.

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ARTICLE THIRTEEN
PROCEDURE FOR DECLARING DEFAULTS

579 A. In the event any Party defaults in its performance of its obligations set forth in this
580 Agreement, then the non-defaulting Parties shall, upon notice to the defaulting
581 party, allow the defaulting party thirty (30) days to cure the default or provide
582 evidence that such default will be cured in a timely manner if it cannot be cured
583 during said period. Notwithstanding the above, in the event of an emergency life,
584 health or safety situation, the Village shall have the right, but not the obligation, to
585 enter onto the Subject Property and cure the default without giving Developer prior
586 notice or an opportunity to cure.

587 B. Any default in the performance of any obligation of Developer under the approved
588 Agreement shall constitute a default under this Agreement, provided that Developer
589 receives such notice and opportunity to cure as provided in Article 13(A) of this
590 Agreement.

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ARTICLE FOURTEEN
REMEDIES

595 Upon breach of this Agreement, any of the Parties, in any court of competent
596 jurisdiction, by an action or proceeding at law or in equity (and if in equity, without the
597 showing of the inadequacy of legal remedies or of the possibility of irreparable harm to the
598 plaintiff) may seek to secure the specific performance of the covenants and agreements
599 herein contained, and may be awarded damages, not including attorneys' fees for the failure
600 of performance. Each Party shall pay their respective attorneys' fees. Before any failure of
601 any Party to this Agreement to perform its obligations hereunder shall be deemed to be in
602 breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party
603 alleged to have failed to perform the alleged failure and shall demand performance. No
604 breach of this Agreement may be found to have occurred if satisfactory performance has
605 commenced within forty-five (45) days of receipt of such notices.

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ARTICLE FIFTEEN
NOTICES

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610 All notices required to be served herein shall be served on the parties at the
611 addresses set forth below (or at such other addresses as the parties may from time to time
612 designate in writing), personally or by certified mail, return receipt requested:

613

614 If to Village: Village of Tinley Park
615 16250 S. Oak Park Avenue
616 Tinley Park, IL 60447
617 Attn: Village Clerk

618

619 With Copy To: Kevin Kearney
620 Peterson Johnson & Murray, Chicago LLC
621 200 West Adams Street, Suite 2125
622 Chicago, IL 60606
623 kkearney@pjmchicago.com
624

625 If to Developer: President and Chief Executive Officer
626 Loyola University Health System
627 2160 South First Avenue
628 Maywood, Illinois 60153
629

630
631 With Copy To: General Counsel
632 Loyola University Health System
633 2160 South First Avenue
634 Maywood, Illinois 60153
635

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639 With Copy To:

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650 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed
651 on or as of the day and year first above written.

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Village of Tinley Park, an Illinois municipal
corporation

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657

658

By: _____

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Village Mayor

660

661 *Attest:*

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665 Village Clerk

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670 *Attest:*

671

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673 Secretary

674

675

A _____ Company

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By:

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By: _____

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Exhibit A

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Subject Property

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[This is the entire footprint of the LUHS Owned Property which includes the new

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4.1 acres, the L-shaped legacy and the triangle]

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Exhibit B
Location Plan Overlay of Tinley Park Zoning Map

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Exhibit C

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Land Plan

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[This Exhibit depicts the 12.69 to be developed and the 16.49 to remain undeveloped.

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(this includes the Consolidated Parcel and the Triangle).

695

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Exhibit D

697

Preliminary Site Plan

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[This is the Site Plan for the 12.69 acres to be developed]

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Exhibit E-1

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Plat of Consolidation

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This is a plat of the 4.22 acres recently purchased and the 21.63 acres (the L-Shaped

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Legacy Property but not the triangle)

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Exhibit E-2

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Picture of Current PIN#s

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Existing PIN#s

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Exhibit E-3

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Proposed Division of PINs# Picture

714

[This will show the new PINS that will result post-tax division: one PIN for the

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12.69 acres being developed and the 16.49 remaining undeveloped.

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Exhibit F
Lift Station Easement Agreement

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Exhibit G
179th Water/Sewer Easement Agreement



PLAN COMMISSION STAFF REPORT

October 21, 2021 – Public Hearing

Loyola Southwest Ambulatory Care Center

17901 LaGrange Road

Petitioner

Shawn Vincent, on behalf of Loyola Medicine

Property Location

17901 LaGrange Road

PIN

27-34-300-005-0000;
27-34-300-011-0000

Zoning

Existing:

B-3 (General Business and Commercial) & ORI (Office and Restricted Industrial)

Proposed:

ORI (Office and Restricted Industrial)

Approvals Sought

- Site Plan/ Architecture Approval
- Variations
- Rezoning
- Final Plat Approval

Project Planner

Kimberly Clarke, AICP
Community
Development Director

Daniel Ritter, AICP
Planning Manager



EXECUTIVE SUMMARY

The Petitioner, Shawn Vincent on behalf of Loyola Medicine (property owner), is requesting Rezoning to the Office & Restricted Industrial (ORI) zoning district and variations from the masonry, urban design overlay district, signage, and parking requirements at the property located at 17901 LaGrange Road. Additionally, Site Plan approval and Preliminary Plat are requested.

The property is to be developed into a two-story tall, 72,000 sq. Ft. medical center on a 25.75-acre lot at the southeast corner of LaGrange Road and 179th Street. The medical clinic will be entirely outpatient. Services include an ambulatory medical clinic for primary care, a range of medical specialties, and a cancer care center. The property is currently two lots with two different zoning districts (ORI and B-3); it is proposed to be consolidated into one lot and zoned ORI. The south portion of the lot would remain undeveloped and farmed until such time it can be subdivided or developed in the future.

This proposed project is expected to begin site and foundation work this fall/winter and be operational in 2023. It is anticipated to bring additional jobs to the area and provide needed medical services to 1,500 patients a week.

Changes from the October 7, 2021 Workshop Staff Report are indicated in RED.

EXISTING SITE & HISTORY

The subject site consists of two lots with a total of 25.75-acres, located at the southeast corner of La Grange Road and 179th Street. Parcel one was recently purchased by Loyola, it is the northernmost parcel, approximately 4.13-acres in size, and is zoned B-3 (General Business and Commercial). This parcel was annexed into the Village in 1982. Parcel two has been owned by Loyola for many years and consists of an "L" shaped area zoned ORI (Office Restricted Industrial) approximately 21.62-acres. This site was annexed into the Village in 1984. Both properties have been most recently utilized for farming purposes.

The western edge of the site abuts property formerly occupied by 96th Avenue before the LaGrange Road reconfiguration; the area remains under IDOT's ownership and control. In 1992, The Village of Tinley Park received Jurisdictional Transfer (JT) of the Cook County segment of Old US Route 45 (96th Avenue) that was no longer used after US Route 45 (LaGrange Road) was realigned for the interchange with Interstate 80. The right-of-way can be used for local transportation-related needs, but restricts permanent buildings or structures within the JT. The Village has utilized approximately 1,000 feet of this 96th Avenue ROW south of 183rd Street for a roadway, renamed White Eagle Drive that provides access to the hotels, restaurants, as well as adjacent properties yet to be developed.

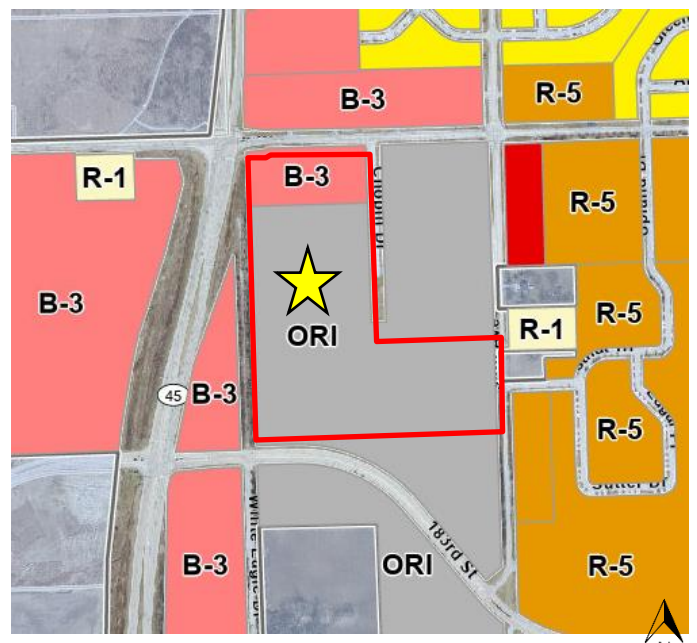
In the interest of economic development, the Village is engineering extensions of our utility systems (water and sanitary sewer) to service adjacent land that has long remained undeveloped, in part because the cost of extending the utilities for any single owner or development is prohibitive. Loyola is partnering with the Village through an easement agreement to use a portion of their land to install a sanitary sewer lift station to service the area.

ZONING & NEARBY LAND USES

The zoning for the site and nearby area is a mix of B-3 (General Business & Commercial) and ORI (Office, Restricted Industrial) zoning districts. There are several businesses to the north with a combination of freestanding buildings and multi-tenant strip centers. The Advocate Medical Campus Southwest is located to the west along with vacant land on LaGrange Road. The northwest corner of the intersection is the 966-acre Orland Grassland Nature Preserve. Directly east is Moraine Valley Community College which was constructed circa 2008. Lawn Funeral Home and residences are located further to the east along 94th Avenue. The site is also located within the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks, and overall a more urbanized look. Staff has worked with the Petitioner to ensure that the spirit of the UDOD is met where possible. The site will have planned for pedestrian connections and sidewalks throughout the site.



Location Map 17901 La Grange Road

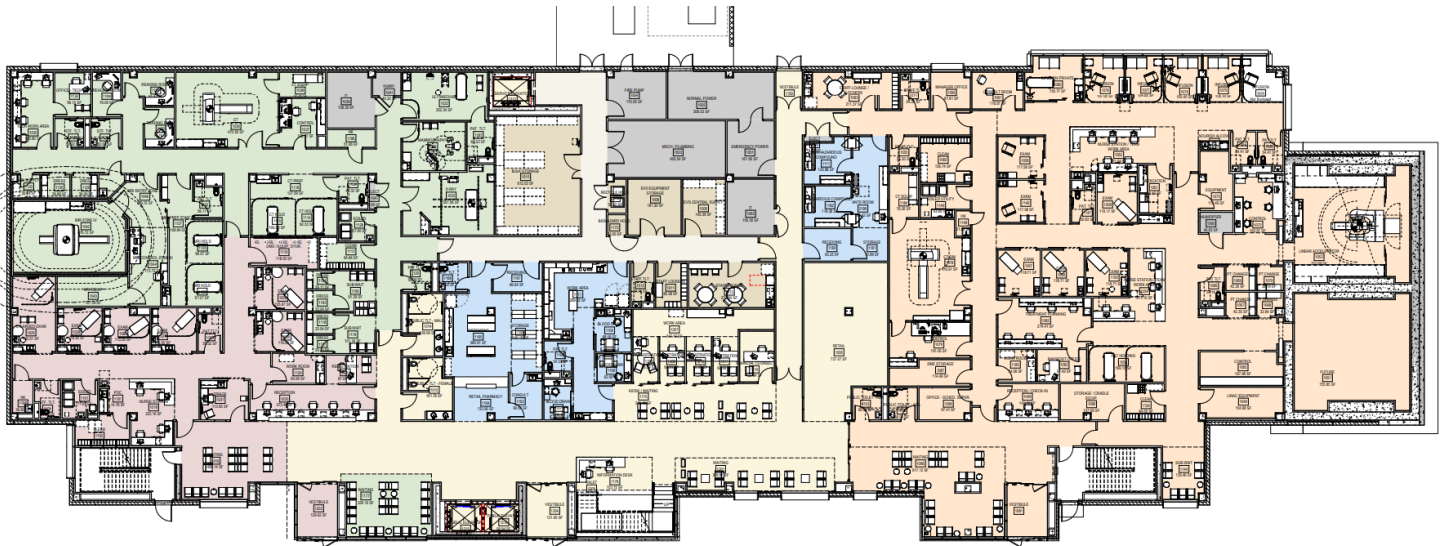


Zoning Map

PROPOSED USE

The petitioner is proposing a 72,000 sq. ft. two-story, ambulatory medical clinic for primary care with a range of medical specialties including orthopedic surgery, oncology, cardiology, pulmonary medicine, urology, and general surgery. There will be no overnight accommodations and no patient will be present outside of the anticipated working hours on weekdays 7 a.m. thru 8 p.m., and weekends 8 a.m. thru 3 p.m. A cancer care center will be provided on the north end of the building with exam rooms, infusion rooms as well as CT and Linear Accelerator suites. The overall use is considered a "Medical Clinic", which is a permitted use in the proposed ORI zoning district.

There is a clustering of other medical users along the LaGrange Road Corridor such as Alpha Med, DuPage Medical Group Immediate Care Center, and Advocate Medical Campus. In addition, there are hotels, food establishments and a local community college nearby and with the close proximity to the I-80 interchange it makes this an ideal location for Loyola to expand their medical availability to service the larger southwest suburban area.



Floor Plan 1st Floor



Floor Plan 2nd Floor

SITE PLAN

Overall

The property will be developed as a medical campus with the building perpendicular to 179th Street and the parking lots situated along Chopin Drive. While there is a large right-of-way setback, the building is oriented to have its highest visibility from LaGrange Road, where there is heavier traffic and most customers will be traveling to and from the site.

The building will have two main public entrances facing east towards the parking lot and Chopin Drive. One entrance is for the main medical center and ambulatory care and the second entrance is for the cancer care center. These areas generally have their own drop-off/pick-up areas and parking fields. However, patients and visitors can park anywhere on the property and they are connected internal to the building.

There will be a variety of gardens and sitting areas provided for patients that may be getting treatment for extended periods. These are located in the northwest corner of the site along 179th Street and part of the required landscaped bufferyard.

An employee entrance, break area, and loading will happen at the rear of the building that faces west towards LaGrange Road. This area will be largely screened from view by a screen wall, overhead canopy, and landscaping.

Vehicle Access

The plan provides multiple access points to the site. The main full access points will be on Chopin Drive which connects to 179th Street to the north. A right-in/right-out is indicated on LaGrange Road. That access point allowance will be determined by IDOT as it traverses their property and connects to their roadway. The LaGrange access point is a strong preference of the Petitioner since the majority of their traffic will enter and leave via LaGrange Road. However, the access point main or may not be possible due to grading and IDOT standards for LaGrange Road. Its approval may lag behind the rest of the site, but the site has been designed to be successful regardless. Additionally, a right-in only is shown as a possibility on 179th Street; this access will be subject to Cook County DOT review. The two access points on Chopin Drive align with the two access points (the main access and one for emergency access only) for Moraine Valley Community College to the east.

Open Item #1: A condition is recommended clarifying that approval of access points on 179th Street (Cook County DOT) and LaGrange Road (IDOT) are subject to approval by their controlling jurisdictions.

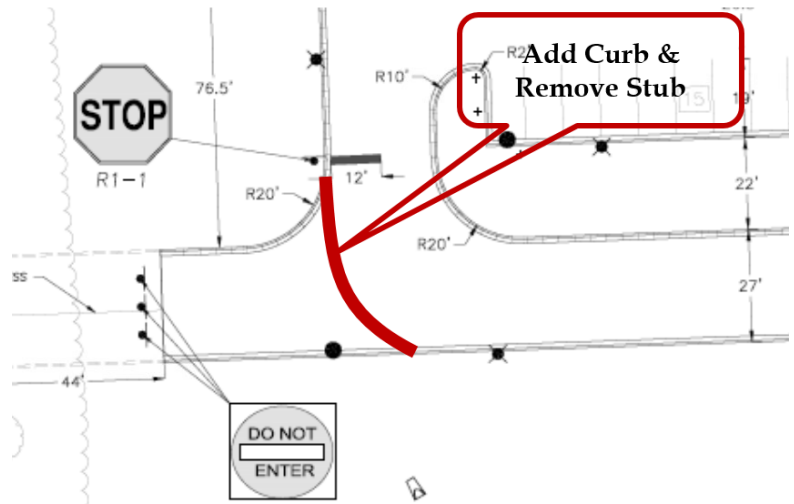
The UDOD only permits one curb cut for a property. The goal is to limit vehicle access points, which makes the area more walkable with one controlled point of access. However, that requirement is not feasible due to the size and scale of the subject site and the amount of traffic. The subject site is requesting to have as many as 4 curb cut access points as described above.

Open Item #2: Discuss Variation required from UDOD for additional curb cuts.



Since the LaGrange Road access may lag behind the project significantly, staff is recommending that the plans be revised to remove the "stubbed" access point on the southwest corner of the site and create a rounded curbed bend unless preliminary or Final IDOT approval is given to that access ahead of the site's construction. This will provide the more conservative approach to the initial construction by avoiding an awkward dead end that can be a safety hazard, but still allow for the connection when approved in the future.

Open Item #3: Discuss plan revision to remove "stubbed" access point to LaGrange Road.



Walkways and Sidewalks

An extensive walkway system is proposed around the building and through the parking lot that will provide a safe route for pedestrians. This walkway system is also proposed to tie into the public walkway system. Public sidewalks will also be constructed around the site along 179th Street and Chopin Drive as required by the Village's subdivision code.

Stormwater

There are stormwater detention areas proposed at the northeast corner and the southwest corner of the property. The image to the right shows how the two parcels are to be developed. Only 12.6-acres of the total 25.75-acre site is proposed to be developed, while the remaining southern 13-acres will remain farmed. The site is proposed to be one lot at this time, with a future subdivision possible for the remaining undeveloped land. The proposed detention will only be designed to accommodate the proposed Loyola development and additional detention will be needed if the remaining vacant land is developed in the future.

Setbacks and Site Layout

The required building setbacks for the Urban Design Overlay District include a 20' maximum front yard, 10' minimum side yard, and 10' minimum rear yard. Additionally, parking setbacks include a 25' front yard setback and 10' side yard setbacks. The site fronts three public right of ways and three front yards, so it would be very difficult to meet these setbacks on such a large lot. The Petitioner chose to focus the building's main frontage nearest to LaGrange Road which is the most heavily traveled, while using the other side as a second frontage that is adjacent to the building's parking field. This requires Variations from these various UDOD requirements as noted in the table below in red due to the requirements for a maximum setback along public frontages and limited front yard parking. The proposal meets the overall development pattern in the area and is a unique use that will require a focus on traffic access since there are customers traveling for medical care and ambulatory service on the site. Pedestrian accommodations have been made in and around the site to help meet the intent of the overlay district.

Open Item #4: Discuss building and parking setback Variations required from UDOD regulations.

Urban Design Overlay District Setbacks			
	Proposed	Required	Difference
Building - Front (179 th)	95.5'	20' Max.	+75.5
Building - Front (LaGrange)	125.3'	20' Max.	+115.3'
Building - Front (Chopin)	~300' (specific number not noted)	20' Max.	+ More than 280'
Building - Rear	+231.2'	10' Min.	+221.2'
Parking - Front (179 th)	~70' (specific number not note don plans)	25' Min.	+~45'
Parking - Front (Lagrange)	65.7'	25' Min.	+40.7'
Parking - Front (Chopin)	15'	25' Min.	-10'

Engineering and Utilities

The plans require final engineering review and approvals. Additionally, the plans are subject to review by a variety of other jurisdictions including MWRD, IDOT, Cook County, IEPA, and others. Any comments or corrections are not expected to significantly change the final site plans. However, staff recommends a standard condition be placed on the approvals, requiring final engineering review and approval of all plans.

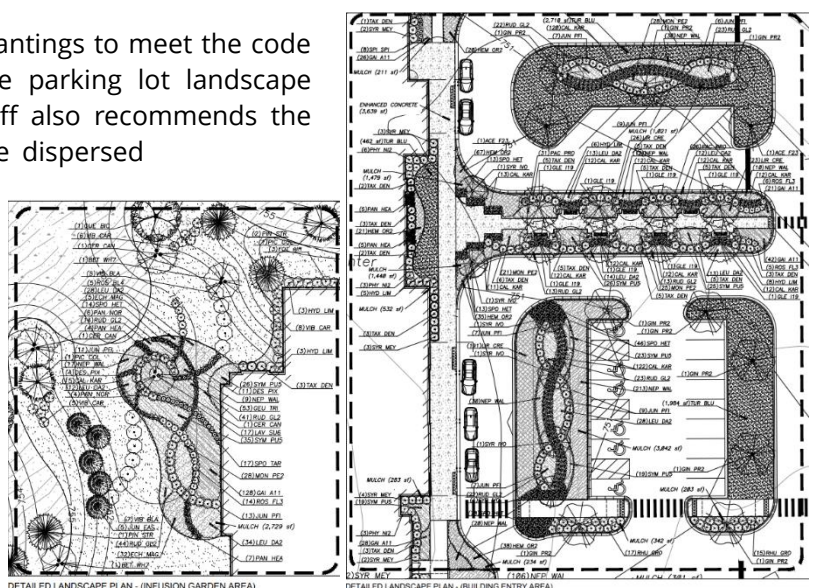
Open Item #5: Staff is recommending the site plan approval be conditioned upon final engineering review and approval.

LANDSCAPE

The property has an existing wetland area at the northwest corner that is currently in the process of being mitigated by the owner. The property will have two detention areas one at the northeast corner of the site and the largest at the far south end of the site. The plan has drive-thru aisles for drop off at each entrance. There is a heavy emphasis on landscaping this area to make it an attractive entryway feature for the medical center. On the west side of the building facing LaGrange Road is proposed 3'-4' berm and an infusion garden. The infusion garden is on the north end where the cancer center will be and the goal is to provide a tranquil area for patients to have a calming natural area to look at while being treated. On the west side there is also a planned employee paver patio area with a potential overhead trellis.

The plan needs to provide additional bufferyard plantings to meet the code requirements. In addition, landscaping within the parking lot landscape islands do not fully meet code requirements. Staff also recommends the buffer plantings for south property line should be dispersed along the drive aisle and the open space to create a more natural aesthetic vs. lining them all within the 25' wide bufferyard. The north and west bufferyards could also have required bufferyard plantings outside of the 25' wide bufferyard to create a more natural appearance.

Revised Plans included additional landscaping in areas along the south and west sides of the property. Some waivers are requested but generally offset by other additional landscaping located throughout the site.



Landscaping @ Infusion Center (Left) and Building Entry (Right)

Open Item #6: Review proposed landscaping plan and waiver requests.

ARCHITECTURE

The facility is intended to maintain the Loyola branding which is based off their main campus location in Maywood. The architecture has a modern look with the use of cooler colors and accent materials of metal and glass. The applicant initially proposed an all precast building with metal and glass accents as seen below.



First Proposal-38% precast panels; 36% glass and 26% metal panels



Second Proposal Option 1- incorporated a brick base around the building. This image provides 5% face brick; 34% precast panels; 31% glass and 29% metal panels



Second Proposal Option 2- incorporated face brick at the entrance points only. This image provides 32% face brick; 26% precast panels; 31% glass and 11% metal panels.



Final Proposal- This last image incorporates face brick on the base and the main entrances but in a gray stone. This brings the building closer to the masonry requirements with 38% face brick; 19% precast panels; 31% glass and 11% metal panels. A variation is still required.

Mechanical equipment will be either housed internally or located in screened locations on the rooftop. An at grade electrical transformer and at grad emergency generator will be located in the service yard on the west side of the proposed project.

The code provisions for Urban Design Overlay District include building design standards for non-residential buildings. Notable, the code states the main entrance to a building shall be oriented toward the major street, be prominent, and pedestrian accessible.

Open Item #7: Review and discuss the proposed architecture and variation in face brick requirement

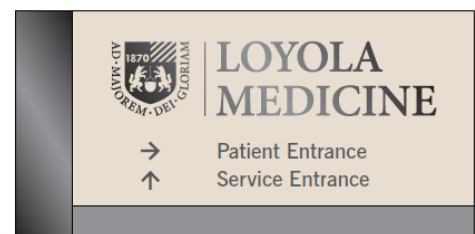
SIGNAGE

Signage for the project is provided but conceptual and details of the designs may change. The petitioner is providing multiple signs on site due to the large size of the property. There are three monuments signs proposed for the site. The first is proposed at the northwest corner of the site closest to the intersection of LaGrange Road and 179th Street. The second ground sign is at the northwest corner of the site closest to the intersection of Chopin Drive and 179th Street and the last ground sign is at the main entrance drive off of Chopin Drive. Properties within the ORI District are permitted to have one (1) ground base sign per adjacent public frontage with a maximum of two (2) ground based signs. There are anticipated wall signs to be placed



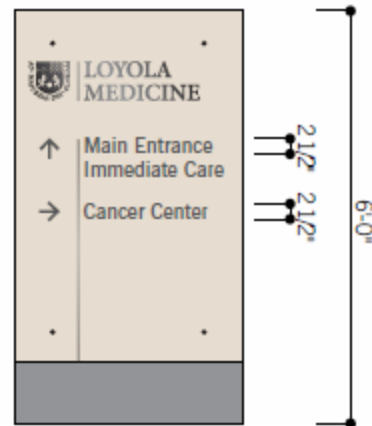
above the two entrances on the east side of the building as well as on the west side of the building facing LaGrange Road. With the conceptual designs, it appears a variation to grant an additional wall sign will be needed. The code permits one (1) wall sign per frontage not to exceed 120 sq. ft. per sign. With the two "wings" of the building, the applicant is proposing walls signs that identify the entrances for their patients. The sizes of the signs were not supplied.

Additional signage information was supplied for review and all ground sign and wall signs appear they will meet size requirements on the site. The specific designs are still conceptual but expected to be similar to the attached sign package. Variations are requested for the additional ground and wall signs.



Open Item #8: Discuss proposed ground sign variation to permit one additional ground sign and one additional wall sign. Petitioner to clarify proposed ground sign and wall sign sizes and any need for additional variations.

Directional signs are also important in medical facilities that have emergency care and multiple services offered. Directional signs are permitted at a maximum of 4 ft. in height and a maximum of 6 sq. ft. in size with no logos or organizational names located on them. No details were supplied for the location, design, or size of directional signs. The Petitioner needs to supply additional sign details and will need to meet the code or request a variation from the requirements.



Directional sign information was supplied. Due to the unique medical use and various entrances, Variation relief is requested to allow larger and taller signs with the Loyola Medicine name on them. This will assist patients who may be in a hurry or have medical conditions to more easily read the signs and identify where they should go on the site.

Open Item #9: Discuss the need to supply details or responses for any directional sign relief.

PARKING

The petitioner has supplied a parking demand study by Eriksson Engineering Associates, Ltd., which summarizes the proposed parking use. The proposed development will include 330 parking spaces (28 of which will be accessible and 14 electric vehicle recharging parking spaces), and 2 loading spaces. The property's use is classified within the current Zoning code parking requirements as *Medical or Dental Office* use. Parking requirements are based on a minimum of two spaces for each office, exam room or treatment room, plus one space for each employee. The petitioner has provided a count of the facility's rooms and employees. The proposal includes 83 exam/treatment rooms, 20 offices, 35 workstations, and 130 employees. The code requires a minimum of 406 parking spaces. The code also requires a minimum of four loading spaces for buildings with a gross floor area of 70,001 to 120,000 square feet. The development will require a 76-parking stall Variation from Section VIII.A.10 of the Zoning Ordinance to permit 330 parking stalls instead of the required minimum of 406 stalls. The development will also require a two-loading space Variation from Section VIII.B. of the Zoning Ordinance to permit two loading spaces instead of the required minimum of four spaces.

Tinley Park Zoning Code Requirements

Use	Sized	Tinley Park Zoning Code Requirement	Required Parking
Medical or Dental Office	83 exam/treatment rooms 20 offices 35 work stations 130 employees	Two (2) spaces for each office, examination room, or treatment room, plus one (1) space for each employee	406 spaces

The petitioner suggests that the zoning code parking requirement is based on the outdated healthcare practice of doctors seeing patients in their office after the exam, whereas the current healthcare model uses technology to allow this consultation in the exam rooms. The 55 offices and workstations are anticipated to only be used by doctors and staff, which are already accounted for in the employee count. If the parking requirement is adjusted for this factor, the overall parking need would only be 296 spaces, which is less than the proposed supply.

Eriksson Engineering has also provided two national sources for medical office parking, which conclude that the anticipated parking demand of only 225 spaces and 229 spaces, each less than the zoning code requirement. Eriksson Engineering has recommended the provision of 330 spaces on the site which is 44% higher than the national demand estimates.

Furthermore, the petitioner states in their operational narrative that they are confident that ample parking will be provided for the proposed use, and has stated that, if required, additional site space is available for this purpose.

The development will partially meet the Urban Design Overlay District code provisions for parking. The overlay district requires the parking setbacks are 25' minimum front yard, 10' minimum side yard, and zero-foot rear yard. The parking setback along Chopin Drive is proposed as 15', which is deficient by 10' and will require a Variation from the Zoning Code.

~~Open Item #10: Discuss proposed parking and loading variations to permit 330 parking spaces instead of the 406 parking spaces required, and two loading spaces instead of the four loading spaces required.~~

LIGHTING

Photometric plans and lighting cutsheets are attached to the packet. The plans and lighting details conform with all applicable lighting codes and regulations.

~~Open Item #11: Petitioner needs to supply photometric plans and light spec sheets for review.~~

SPECIAL APPROVALS NEEDED (REZONING AND VARIATIONS)

Rezoning

The smaller parcel adjacent to 179th Street is zoned B-3 (General Business & Commercial District) and the remaining larger "L" shaped parcel is zoned ORI (Office & Restricted Industrial District). The applicant is seeking to rezone the smaller parcel to the ORI District which will be consistent with all of the land surrounding the Loyola properties. The Zoning Ordinance describes the zoning district as follows:

"The ORI Office and Restricted Industrial District is intended to provide land for medium to large office buildings, research activities, and non-objectionable industrial activities which are attractively landscaped and designed to create a "park-like" setting. The low intensity and limiting restrictions are intended to provide for permitted uses which will be compatible with adjacent residential and commercial developments."

~~Open Item #12: Discuss the requested rezoning of the subject property to the ORI (Office Restricted Industrial) zoning district.~~

Variations

1. Urban Design Overlay District
 - a. A Variation from Section V.D.2.D.(2) (Urban Design Overlay District – Dimensional Standards) of the Zoning Ordinance to permit a setback of approximately 95.5 feet (179th St Frontage), 125.3 feet (LaGrange Rd Frontage), and over 300 feet (Chopin Rd Frontage) instead of the required 20 foot maximum.
 - b. A Variation from Section V.D.2.D.(2) (Urban Design Overlay District – Dimensional Standards) of the Zoning Ordinance to permit a surface parking lot to be located 15 feet from the eastern (Chopin Dr) front yard property line instead of the required 25 foot minimum setback.
 - c. A Variation from Section V.D.2.C.(2).f. (Urban Design Overlay District – Access) of the Zoning Ordinance to permit up to four curb cut access point where a maximum of one is permitted per property.

2. Parking Requirements
 - a. A Variation from Section VIII.A.10. (Number of Parking Spaces Required) of the Zoning Ordinance to permit 330 parking stalls were a minimum total of 406 stalls are required.
 - b. A Variation from Section VIII.B.3. (Number of Off-Street Loading Spaces) of the Zoning Ordinance to permit a total of 2 loading spaces were a minimum of 4 loading spaces is required.

3. Masonry/Exterior Materials
 - a. A Variation from Section V.C.7.F. (Commercial and Office Exterior Requirements) of the Zoning Ordinance to permit exterior elevations with 36-42% face brick, where a minimum is 60% face brick is required, per the attached elevations.
 - b. A Variation from Section V.C.7.G. (Commercial and Office Exterior Requirements) of the Zoning Ordinance to permit exterior elevations with alternative building materials (precast concrete masonry, metal panels, and glass panels) to exceed the maximum of 15% of the exterior façade.

4. Signage
 - a. A Variation from Section IX.H.2. (Industrial/Office Freestanding Signs) of the Zoning Ordinance to permit a total of three ground signs where a maximum of two are permitted (one per public frontage).
 - b. A Variation from Section IX.H.1. (Industrial/Office Wall Signs) of the Zoning Ordinance to permit up to two wall signs (at a maximum of 120 sq. ft. each) on the east elevation where only one sign is permitted.
 - c. A Variation from Section IX.H.1. (Industrial/Office Wall Signs) of the Zoning Ordinance to permit a wall sign on the west elevation to be up to 200 sq. ft. in size where a maximum of 120 sq. ft. is allowed.
 - d. A Variation from Section IX.L.2. (Directional Signs) of the Zoning Ordinance to permit the site's directional signs to be up to six feet in height, 20 sq. ft. in signage area and indicate an organizational name where the maximum height is four feet, maximum size is 6 sq. ft., and the organizational name is not permitted.

Open Item #13: Discuss all requested Variations.

Plat of Consolidation

The proposed plat consolidates the two lots into one to avoid building a structure over a property line. Additionally, all required easements (utility, drainage, detention, cross-access, etc.) and dedications (sidewalk, roadway, etc.) will be included in separate Plats of Easement or Dedication when final engineering and jurisdiction approvals are received. The Plat has recommended conditions ensuring it received proper engineering and legal approvals. It also notes that a separate Plat of Easement is required to go to Village Board for approval and be recorded once final engineering has been completed.

Open Item #14: Discuss the preliminary Plat and the petitioner's timeframe for submittal prior to the Village Board review/approval.

STANDARDS FOR REZONING APPROVAL

The Zoning Code does not establish any specific criteria that must be met in order for the Village Board to approve a rezoning request. Likewise, Illinois Statutes does not provide any specific criteria. Historically, Illinois courts have used eight factors enunciated in two court cases. The following “LaSalle Standards” have been supplied for the Commission to consider. Staff will prepare draft responses for these Standards within the next Staff Report for the public hearing.

- a. The existing uses and zoning of nearby property;
 - Surrounding uses are primarily commercial and institutional uses. The LaGrange Rd corridor has similar ORI zoning and medical clinic uses.
- b. The extent to which property values are diminished by the particular zoning;
 - The rezoning would make the two lots a similar zoning district. No surrounding property values are expected to be affected.
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - There is no evidence or expectation of affecting property values based on the zoning change.
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - The use would be permitted in either of the existing zoning districts. The rezoning is simply to align the zoning districts so the lots can be consolidated.
- e. The suitability of the property for the zoned purpose;
 - The site is suitable being developed with a medical clinic use that is permitted in the zoning district.
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - The property has been vacant for many years and not previously developed. The two different zoning districts would make consolidating or developing the lots difficult.
- g. The public need for the proposed use; and
 - Additional medical service uses and provider options in the area benefits the community and larger metropolitan area's overall health and wellness. The medical clinic increases employment and drives traffic to the area that helps to support other surrounding commercial uses.
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - The area has largely been considered for a commercial use in previous plans but did not anticipate the lots would be developed together. Medical service uses have been approved nearby along the LaGrange Road corridor.

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 will prepare draft responses for these Standards within the next Staff

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.
2. The plight of the owner is due to unique circumstances.
3. The Variation, if granted, will not alter the essential character of the locality.
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.

STANDARDS FOR SITE PLAN & ARCHITECTUAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. **Color:** Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. **Sustainable architectural design:** The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. **Defined Entry:** Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. **Roof:** For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. **Screen Mechanicals:** All mechanical devices shall be screened from all public views.

- j. **Trash Enclosures:** Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

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

MOTIONS TO CONSIDER

If the Plan Commission wishes to act 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. The Commission may choose to modify, add, or delete from the recommended motions and recommended conditions.

Motion 1 (Map Amendment/Rezoning):

"...make a motion to recommend that the Village Board grant the Petitioner, Shawn Vincent on behalf of Loyola Medicine, a Map Amendment (rezoning) of the lot at the southeast corner of 179th Street and LaGrange Rd, commonly referred to as 17901 LaGrange Road (96th Ave/ Rt.45) from the existing B-3 (General Business & Commercial) zoning district to the ORI (Office and Restricted Industrial) zoning district, and adopt the Findings of Fact as proposed in the October 21, 2021 Staff Report."

Motion 2 (Variations):

"...make a motion to recommend that the Village Board grant Variations from the Zoning Ordinance to the Petitioner, Shawn Vincent on behalf of Loyola Medicine, as listed in the October 21, 2021 Staff Report for parking requirements, exterior masonry requirements, signage, and Urban Design Overlay District requirements at the property located at 17901 LaGrange Road in the ORI (Office and Restricted Industrial) zoning district, in accordance with the plans submitted and adopt Findings of Fact proposed in the October 21, 2021 Staff Report."

Motion 3 (Site Plan/Architectural Approval):

"...make a motion to grant the Petitioner, Shawn Vincent on behalf of Loyola Medicine, Site Plan and Architectural Approval for a new medical clinic at 17901 LaGrange Road in the ORI (Office and Restricted Industrial) zoning district, in accordance with the submitted plans and subject to the following conditions:

- 1. Site Plan Approval is subject to approval of the required Variations and development agreement by the Village Board.*
- 2. Site Plan Approval is subject to other jurisdictional reviews and approval including IDOT, Cook County DOT, MWRD, IEPA, and any others. Any substantial changes to the plans required by other jurisdictional requirements may require additional approvals.*
- 3. Site Plan Approval is subject to Engineering and Building Department permit review and approval of final plans including any grading or drainage changes."*

Motion 4 (Final Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Shawn Vincent on behalf of Loyola Medicine, Final Plat of Consolidation Approval for Loyola Medicine in accordance with the Final Plat (dated October 12, 2021) submitted and listed herein, subject to the condition that the Final Plat approval is subject to the following conditions:

- 1. Final approval by the Village Engineer and Village Attorney.*
- 2. A separate Plat of Easement shall be approved by the Village Board and recorded for all required public easements prior to building occupancy."*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application	Loyola Medicine	9/15/21
	Operational Narrative	HOK	9/15/21
	Zoning Review	HOK	9/15/21
	Plat of Survey 5/24/2021	JLH Land Surveying	5/24/21
	Development Parcel (Preliminary Topographic Base Sheet C100)	Eriksson	n/a
	Overall Plan (Floor Plans)	HOK	n/a
	Roof Plan, Sheet A003	HOK	7/28/21
	Site Plan - Color (not updated, for color rendering only)	HOK	8/4/21
	Landscape Plan Sheets L100, L200, L201 and Review Responses	HOK	10/12/21
	Exterior Renderings (Elevations)	HOK	9/30/21
	Signage Concepts	HOK	10/14/21
	Parking Study	Eriksson	9/15/21
	Traffic Study	Eriksson	9/15/21
	AutoTurn Vehicle Analysis	HOK	9/28/21
	Civil Engineering Plans	HOK and Eriksson	9/28/21
	Plat of Consolidation	Eriksson	10/12/21
	Photometrics and Lighting Details	HOK	9/10/21

Erikson = Erikson Engineering Associates

HOK = Hellmuth, Obata, Kassabaum, Inc. (Architecture, Planning, Engineering)

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

ORDINANCE
NO. 2021-O-077

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 17901 LAGRANGE ROAD FROM B-3 TO
ORI (LOYOLA MEDICINE)**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-077**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 17901 LAGRANGE ROAD FROM B-3 TO ORI (LOYOLA
MEDICINE)**

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

WHEREAS, a petition for granting a map amendment of certain real property from the B-3 (General Business and Commercial) zoning district to ORI (Office and Restricted Industrial) (“Rezoning”) located at 17901 LaGrange Road (96th Avenue), Tinley Park, Illinois (“Subject Property”) has been filed by Shawn Vincent, on behalf of Loyola Medicine (“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 Rezoning should be granted on October 21, 2021 at the Village Hall of this Village and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 5-0 and has filed its report and findings and recommendations that the proposed Rezoning be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

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

- a. The existing uses and zoning of nearby property;
 - *The surrounding uses are primarily commercial and institutional uses. The LaGrange Rd corridor has similar ORI zoning and medical clinic uses.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The rezoning would make the two lots a similar zoning district. No surrounding property values are expected to be affected.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *There is no evidence or expectation of affecting property values based on the zoning change.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *The use would be permitted in either of the existing zoning districts. The rezoning is simply to align the zoning districts so the lots can be consolidated.*
- e. The suitability of the property for the zoned purpose;
 - *The site is suitable being developed with a medical clinic use that is permitted in the zoning district.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - *The property has been vacant for many years and not previously developed. The two different zoning districts would make consolidating or developing the lots difficult.*
- g. The public need for the proposed use; and
 - *Additional medical service uses and provider options in the area benefits the community and larger metropolitan area's overall health and wellness. The*

medical clinic increases employment and drives traffic to the area that helps to support other surrounding commercial uses.

- h. The thoroughness with which the municipality has planned and zoned its land use.
- *The area has largely been considered for a commercial use in previous plans but did not anticipate the lots would be developed together. Medical service uses have been approved nearby along the LaGrange Road corridor.*

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

LEGAL DESCRIPTION:

THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE), ALSO EXCEPTING THAT PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST ¼ OF THE NORTHWEST 1/4 OF THE SOUTHWEST ¼, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 66.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 27-34-300-005-0000

COMMONLY KNOWN AS: 17901 LaGrange Road (96th Avenue), Tinley Park, IL

SECTION 4: That a Rezoning of the Subject Property from B-3 (General Business & Commercial) to ORI (Office and Restricted Industrial) located at 17901 LaGrange Road (96th Ave), Tinley Park, Illinois, is hereby granted to the Petitioner.

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 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

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. 2021-O-077, “AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE PROPERTY LOCATED AT 17901 LAGRANGE ROAD FROM B-3 TO ORI (LOYOLA MEDICINE),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE OCTOBER 21, 2021 REGULAR MEETING

ITEM #2 PUBLIC HEARING – LOYOLA MEDICINE CLINIC, 17901 LA GRANGE ROAD REZONING, VARIATIONS, PRELIMINARY PLAT, AND SITE PLAN/ ARCHITECTURAL APPROVAL

Consider recommending that the Village Board grant Shawn Vincent on behalf of Loyola Medicine (Property Owner) a Map Amendment (rezoning) and Variations from the Zoning Code for two parcels that total approximately 26.6 acres at 17901 LaGrange Road (off of Chopin Drive and south of 179th Street). The parcels are proposed to be zoned ORI (Office & Restricted Industrial).

Present Plan Commissioners: Chairman Garrett Gray (recused)
James Gaskill
Angela Gatto
Eduardo Mani
Ken Shaw
Kehla West (remote)

Absent Plan Commissioners: Frank Loscuito

Village Officials and Staff: Kimberly Clarke, Community Development Director
Dan Ritter, Planning Manager
Lori Kosmatka, Associate Planner

Petitioners: Seth Konkey, on behalf of Loyola Medicine

Members of the Public: Ava Brescia, 18146 Bramlett Drive
Karin Finn, 18125 94th Ave

CHAIRMAN GRAY recused himself from the public hearing, stating that his employer has been doing soil testing work for this project. He relinquished his position to COMMISSIONER/ACTING CHAIRMAN SHAW for this item and stepped down from the dais.

ACTING CHAIRMAN SHAW asked for a motion to open the Public Hearing. Motion made by COMMISSIONER GASKILL, seconded by COMMISSIONER MANI. ACTING CHAIRMAN SHAW requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

ACTING CHAIRMAN SHAW stated he received proof of the Notice of Publication for this Public Hearing. He invited staff to start with the presentation of this item. He also noted that the if the Petitioner wishes to speak, he can swear them in at that time.

Dan Ritter, Planning Manager summarized the Staff Report for the Commission. This included background information, existing conditions, regulations, the development proposal, and the relief sought. It is located in an area with existing medical facilities nearby on LaGrange Road and I-80 access. The site contains two parcels and has a vacant right-of-way on the former 96th Avenue to the west, which previously underwent a jurisdictional transfer to the Village but remains owned by IDOT. He noted the site and surrounding area currently lack utilities, and would include future utility extensions as part of Loyola's agreements. The area is zoned a mix of B-3 and ORI. The proposed use is for a 72,000 sq. ft. outpatient medical facility comprised of an ambulatory medical clinic for primary care and a cancer care center with infusion rooms. The facility will include exam rooms, CT and linear accelerator suites. The use will expand Loyola Medicine to the larger southwest suburban area and will complement the existing medical uses along the La Grange corridor. He presented the site plan. He noted several aspects including the building

orientation, landscaping, parking, access points and walkways. A crosswalk could potentially be added to cross 179th Street. It was recommended to remove the stub to La Grange Road unless access is approved by IDOT and that change had been made on the resubmitted plans.

The proposal provides stormwater detention and wetland mitigation. The site requires MWRD approval and is just for the Loyola Medicine development. Additional land could be available for detention if needed, at the southeast part of the site. He noted that the property is subject to the Urban Design Overlay District regulations. The site would require a variation to the UDOT's curb cuts and setbacks. Landscaping includes the existing wetland in the area. They have a significant bufferyard and a berm on La Grange that they are planning to plant on. This will make it attractive for those travelling on La Grange Road as well as for the patients receiving treatment. There is some minor waivers of shrubs but the number of understory tree plantings exceed the minimum and offset the shrubs. Overall the intent of the code requirements appears to be met. The architecture is subject to Village masonry standards of 60% on a commercial building of this size. The proposal originally began with predominantly precast concrete and now has added face brick for a more balanced look. The Petitioner worked with staff to increase the appearance and material quality. A variance would still be required but the amount of glass on the structure is an attractive alternative to brick. Signage will include three ground signs and three wall signs thus requiring a variation on quantity and size. Details were given and Variations are requested for wall, ground, and directional signs. The site is unique with 3 frontages and a need for patients to have clear direction to through the site. A parking variation is also requested and supported by a parking and traffic analysis. Lighting information was also received since the workshop and complies with the lighting requirements. He reviewed the approvals needed for the project. He noted the project requires Rezoning, Variations, Plat Approval, Site Plan and Architectural approvals.

ACTING CHAIRMAN SHAW asked if the Petitioner was present and wishes to speak.

The Petitioner, Seth Konkey, was sworn in. He expressed sentiments on the willingness to partner on this project, and thanked staff for being able to review this project so expediently. He was available for questions.

ACTING CHAIRMAN SHAW noted he was glad to see that many of the open items from the last meeting have already since been hammered out.

COMMISSIONERS WEST, MANI, GATTO, AND GASKILL had no comments.

ACTING CHAIRMAN SHAW commented that it was a good workshop session and he had no questions at this time. He asked if anyone from the public had any questions or comments.

Ava Brescia, 18146 Bramlett Drive, a resident of the Chestnut Ridge townhome development off of 94th Avenue, was sworn in. She asked for clarification on what would be developed at the southeast portion of the "L" shaped property, immediately south of Moraine Valley Community College. Dan Ritter responded that there are no immediate plans for this land and it will remain vacant and be farmed for the time being. It could eventually sell in the future, but there are no plans for now. Ms. Brescia stated she was glad to see no access or development on 94th Avenue because of added traffic.

ACTING CHAIRMAN SHAW believed that if it does get developed it goes through the same public process. Dan Ritter noted that it is ORI zoning district now and could be developed under those regulations, but would need to be subdivided and site plan approval in the future to develop it.

Karen Finn, 18125 94th Avenue, a resident of the Chestnut Ridge townhome development, was sworn in. She asked for clarification if the area of 94th Avenue to south of Moraine Valley would be open space. Dan Ritter provided an image from the slide presentation showing a colored breakdown of the parcels. He pointed out the blue area (to the southeast) would not be developed at this time or with this project. The pink and orange (to the north) would be consolidated and developed for the Loyola Medicine Clinic. He noted that the development ends at the same place Chopin Drive ends. He indicated that staff may like to see something developed on the open space eventually, but there is nothing currently proposed.

Karen Finn said her concern is about the traffic impact on 94th Avenue, which has gotten worse than when she moved there with recent developments in the area. Kimberly Clarke, Community Development Director, clarified the access points at Chopin Drive.

Karen Finn expressed other concerns not directly relating to the Loyola project. Her concerns were related to that of her townhome development and the development restarting. She felt her development is densely populated and poorly planned. She was upset that her home will be 26 feet from her neighbors building. She noted she had spoken with the Village previously, and asked if anyone else would speak with her. Dan Ritter noted it was directly related to this project but agreed he would speak with her after the meeting in more detail about her concerns.

ACTING CHAIRMAN SHAW entertained a motion to close the Public Hearing.

Motion made by COMMISSIONER GATTO, seconded by COMMISSIONER MANI. CHAIRMAN GRAY requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

Dan Ritter reviewed the draft Standards of Approval on these requests, summarizing the Rezoning, Variations, Preliminary PUD Plat, and Final Plat of Subdivision as indicated in the Staff Report.

There were four motions for this item.

Motion 1-Map Amendment/Rezoning:

COMMISSIONER GATTO made a motion to recommend that the Village Board grant the Petitioner, Shawn Vincent on behalf of Loyola Medicine, a Map Amendment (rezoning) of the lot at the southeast corner of 179th Street and LaGrange Rd, commonly referred to as 17901 LaGrange Road (96th Ave/ Rt.45) from the existing B-3 (General Business & Commercial) zoning district to the ORI (Office and Restricted Industrial) zoning district, and adopt the Findings of Fact as proposed in the October 21, 2021 Staff Report.

Motion seconded by COMMISSIONER Gaskill. Vote taken by Roll Call; all in favor. ACTING CHAIRMAN SHAW declared the motion carried.

Motion 2- Variations:

COMMISSIONER MANI made a motion to recommend that the Village Board grant Variations from the Zoning Ordinance to the Petitioner, Shawn Vincent on behalf of Loyola Medicine, as listed in the October 21, 2021 Staff Report for parking requirements, exterior masonry requirements, signage, and Urban Design Overlay District requirements at the property located at 17901 LaGrange Road in the ORI (Office and Restricted Industrial) zoning district, in accordance with the plans submitted and adopt Findings of Fact proposed in the October 21, 2021 Staff Report.

Motion seconded by COMMISSIONER GATTO. Vote taken by Roll Call; all in favor. C ACTING CHAIRMAN SHAW declared the motion carried.

Motion 3- Site Plan / Architectural Approval:

COMMISSIONER GATTO made a motion to grant the Petitioner, Shawn Vincent on behalf of Loyola Medicine, Site Plan and Architectural Approval for a new medical clinic at 17901 LaGrange Road in the ORI (Office and Restricted Industrial) zoning district, in accordance with the submitted plans and subject to the following conditions:

1. Site Plan Approval is subject to approval of the required Variations and development agreement by the Village Board.
2. Site Plan Approval is subject to other jurisdictional reviews and approval including IDOT, Cook County DOT, MWRD, IEPA, and any others. Any substantial changes to the plans required by other jurisdictional requirements may require additional approvals.

3. Site Plan Approval is subject to Engineering and Building Department permit review and approval of final plans including any grading or drainage changes.

Motion seconded by COMMISSIONER MANI. Vote taken by Roll Call; all in favor. ACTING CHAIRMAN SHAW declared the motion carried.

Motion 4- Final Plat:

COMMISSIONER GASKILL made a motion to recommend that the Village Board grant approval to the Petitioner, Shawn Vincent on behalf of Loyola Medicine, Final Plat of Consolidation Approval for Loyola Medicine in accordance with the Final Plat (dated October 12, 2021) submitted and listed herein, subject to the condition that the Final Plat approval is subject to the following conditions:

1. Final approval by the Village Engineer and Village Attorney.
2. A separate Plat of Easement shall be approved by the Village Board and recorded for all required public easements prior to building occupancy.

Motion seconded by COMMISSIONER GATTO. Vote taken by Roll Call; all in favor. ACTING CHAIRMAN SHAW declared the motion carried.

ACTING CHAIRMAN SHAW noted the request will be reviewed by the Village Board at the November 2nd meeting.

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

RESOLUTION
NO. 2021-R-100

**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF
CONSOLIDATION FOR LOYOLA MEDICINE AT 17901 LAGRANGE ROAD**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-100**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF CONSOLIDATION FOR LOYOLA MEDICINE AT 17901 LAGRANGE ROAD**

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 Plat of Consolidation for Loyola Medicine (“Plat”) pertaining to certain real property located at 17901 LaGrange Road (96th Avenue), Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; 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 reviewed the proposed Plat on October 21, 2021, at public meetings at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 5-0 in favor to recommend that said Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report 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 A**, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to the following conditions:

1. Final review and approval by the Village Engineer and Village Attorney.
2. A separate Plat of Easement shall be approved by the Village Board and recorded for all required public easements prior to building occupancy.

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 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

ATTEST:

VILLAGE CLERK

VILLAGE PRESIDENT

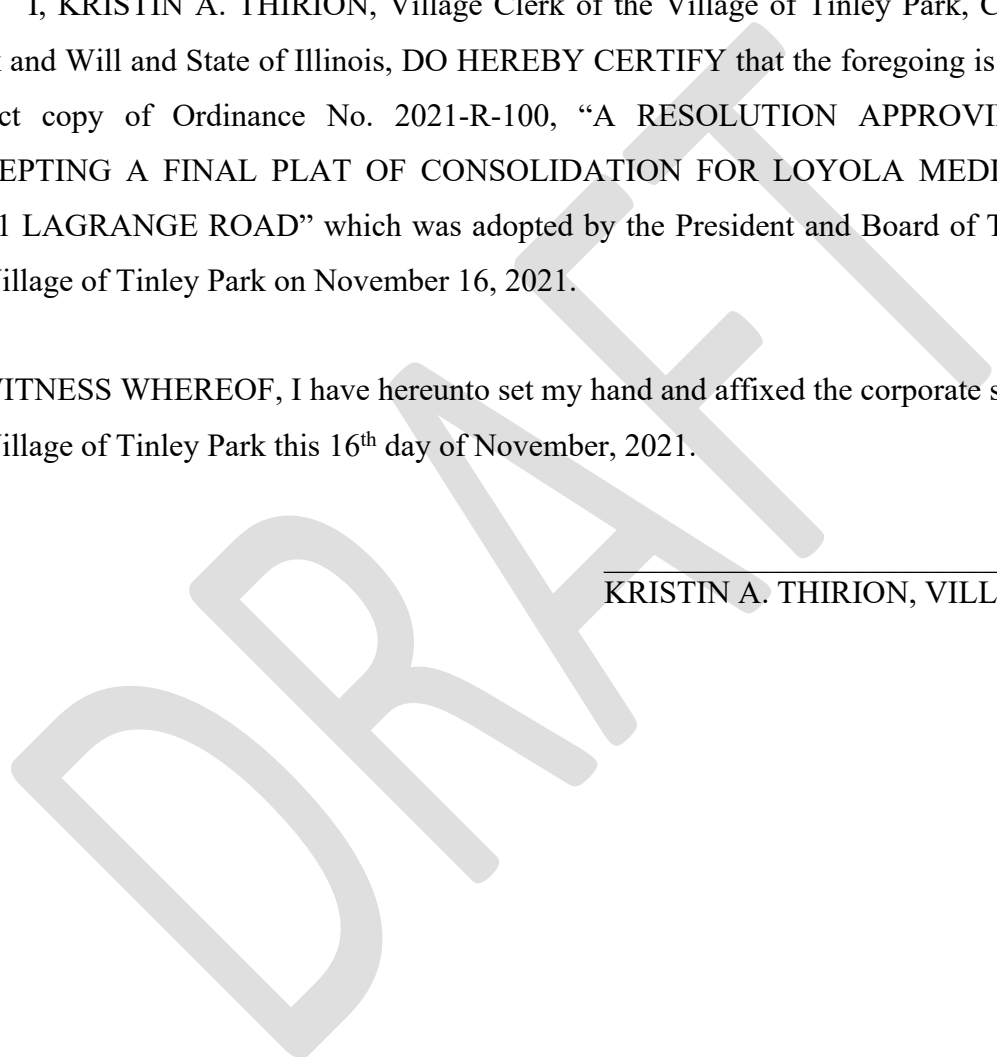
STATE OF ILLINOIS)
 COUNTY OF COOK) SS
 COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-R-100, “A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF CONSOLIDATION FOR LOYOLA MEDICINE AT 17901 LAGRANGE ROAD” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

 KRISTIN A. THIRION, VILLAGE CLERK



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

ORDINANCE
NO.2021-O-078

**AN ORDINANCE GRANTING VARIATIONS FROM THE ZONING
ORDINANCE FOR CERTAIN PROPERTY AT 17901 LAGRANGE ROAD
(LOYOLA MEDICINE CLINIC)**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-078**AN ORDINANCE GRANTING VARIATIONS FROM THE ZONING ORDINANCE
FOR CERTAIN PROPERTY AT 17901 LAGRANGE ROAD
(LOYOLA MEDICINE CLINIC)**

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 eleven variations as listed herein (parking, exterior masonry, signage, and Urban Design Overlay District standards) (“Variations”) for certain property at 17901 LaGrange Road (96th Avenue), Tinley Park, Illinois (“Subject Property”) has been filed by Shawn Vincent, on behalf of Loyola Medicine (“Petitioner”) with the Village Clerk and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, the Village of Tinley Park Plan Commission held a public hearing on the question of whether the Variations should be granted on October 21, 2021, at the Village Hall of this Village and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, after hearing testimony on the petition, the Plan Commission voted 5-0 and has filed its report and findings and recommendations that the proposed Variations be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

SECTION 1: The foregoing recitals shall be and are hereby incorporated as finding of fact 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; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has provided the following draft Findings of the Statutorily required Standards for the Commission's 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 property and structure is large in comparison to others in the UDOD and the use as a large medical facility requires unique consideration for the signage and parking needs. The structure uses high-quality alternative materials to create an inviting appearance as opposed to using higher levels of brick.*
2. The plight of the owner is due to unique circumstances.
 - *The large site, large building, and medical clinic use creates unique development challenges not relevant to other commercial uses and properties.*
3. The Variation, if granted, will not alter the essential character of the locality.
 - *The proposed development is expected to fit into the area well and has mostly commercial and institutional uses surrounding it. The LaGrange Road corridor has existing medical clinic facilities of similar size and nature.*
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.

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

LEGAL DESCRIPTION:

Parcel 1

THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE), ALSO EXCEPTING THAT PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST ¼ OF THE NORTHWEST 1/4 OF THE SOUTHWEST ¼, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 66.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 27-34-300-005-0000

Parcel 2

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 01°19'04" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 330.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89°01'42" EAST, ALONG THE LAST DESCRIBED LINE, 66.11 FEET TO THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°01'42" EAST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 603.96 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01°15'24" EAST, ALONG THE LAST DESCRIBED LINE, 611.37 FEET TO THE SOUTH LINE OF THE NORTH 942.37 FEET OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89°01'28" EAST, ALONG THE LAST DESCRIBED LINE, 636.42 FEET TO THE WEST LINE OF THE EAST 33.00 FEET OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, SAID LINE ALSO BEING THE WEST LINE OF 94TH AVENUE; THENCE SOUTH 01°11'45" EAST, ALONG THE LAST DESCRIBED LINE, 462.76 FEET; THENCE SOUTH 89°03'21" WEST 1239.07 FEET TO THE AFORESAID EAST LINE OF 96TH AVENUE; THENCE NORTH 01°18'00" WEST, ALONG THE LAST DESCRIBED LINE, 1073.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL IDENTIFICATION NUMBER: 27-34-300-001-0000

COMMONLY KNOWN AS: 17901 LaGrange Road (96th Avenue), Tinley Park, Illinois

SECTION 4: That the following Variations from the Zoning Ordinance are hereby granted to the Petitioner in the ORI (Office and Restricted Industrial) zoning district at the Subject Property, subject to the plans submitted and listed in Exhibit 1:

Urban Design Overlay District:

1. A Variation from Section V.D.2.D.(2) (Urban Design Overlay District – Dimensional Standards) of the Zoning Ordinance to permit a setback of approximately 95.5 feet (179th St Frontage), 125.3 feet (LaGrange Rd Frontage), and over 300 feet (Chopin Rd Frontage) instead of the required 20 foot maximum.
2. A Variation from Section V.D.2.D.(2) (Urban Design Overlay District – Dimensional Standards) of the Zoning Ordinance to permit a surface parking lot to be located 15 feet from the eastern (Chopin Dr) front yard property line instead of the required 25 foot minimum setback.
3. A Variation from Section V.D.2.C.(2).f. (Urban Design Overlay District – Access) of the Zoning Ordinance to permit up to four curb cut access point where a maximum of one is permitted per property.

Parking Requirements

4. A Variation from Section VIII.A.10. (Number of Parking Spaces Required) of the Zoning Ordinance to permit 330 parking stalls were a minimum total of 406 stalls are required.
5. A Variation from Section VIII.B.3. (Number of Off-Street Loading Spaces) of the Zoning Ordinance to permit a total of 2 loading spaces were a minimum of 4 loading spaces is required.

Masonry/Exterior Materials

6. A Variation from Section V.C.7.F. (Commercial and Office Exterior Requirements) of the Zoning Ordinance to permit exterior elevations with 36-42% face brick, where a minimum is 60% face brick is required, per the attached elevations.
7. A Variation from Section V.C.7.G. (Commercial and Office Exterior Requirements) of the Zoning Ordinance to permit exterior elevations with alternative building materials (precast concrete masonry, metal panels, and glass panels) to exceed the maximum of 15% of the exterior façade.

Signage

8. A Variation from Section IX.H.2. (Industrial/Office Freestanding Signs) of the Zoning Ordinance to permit a total of three ground signs where a maximum of two are permitted (one per public frontage).
9. A Variation from Section IX.H.1. (Industrial/Office Wall Signs) of the Zoning Ordinance to permit up to two wall signs (at a maximum of 120 sq. ft. each) on the east elevation where only one sign is permitted.
10. A Variation from Section IX.H.1. (Industrial/Office Wall Signs) of the Zoning Ordinance to permit a wall sign on the west elevation to be up to 200 sq. ft. in size where a maximum of 120 sq. ft. is allowed.
11. A Variation from Section IX.L.2. (Directional Signs) of the Zoning Ordinance to permit the site's directional signs to be up to six feet in height, 20 sq. ft. in signage area and indicate an organizational name where the maximum height is four feet, maximum size is 6 sq. ft., and the organizational name is not permitted.

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 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

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. 2021-O-078, “AN ORDINANCE GRANTING VARIATIONS FROM THE ZONING ORDINANCE FOR CERTAIN PROPERTY AT 17901 LAGRANGE ROAD (LOYOLA MEDICINE CLINIC),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

Exhibit 1**LIST OF REVIEWED PLANS**

Submitted Sheet Name	Prepared By	Date On Sheet
Application	Loyola Medicine	9/15/21
Operational Narrative	HOK	9/15/21
Zoning Review	HOK	9/15/21
Plat of Survey 5/24/2021	JLH Land Surveying	5/24/21
Development Parcel (Preliminary Topographic Base Sheet C100)	Eriksson	n/a
Overall Plan (Floor Plans)	HOK	n/a
Roof Plan, Sheet A003	HOK	7/28/21
Site Plan – Color (not updated, for color rendering only)	HOK	8/4/21
Landscape Plan Sheets L100, L200, L201 and Review Responses	HOK	10/12/21
Exterior Renderings (Elevations)	HOK	9/30/21
Signage Concepts	HOK	10/14/21
Parking Study	Eriksson	9/15/21
Traffic Study	Eriksson	9/15/21
AutoTurn Vehicle Analysis	HOK	9/28/21
Civil Engineering Plans	HOK and Eriksson	9/28/21
Plat of Consolidation	Eriksson	10/12/21
Photometrics and Lighting Details	HOK	9/10/21

Erikson = Erikson Engineering Associates

HOK = Hellmuth, Obata, Kassabaum, Inc. (Architecture, Planning, Engineering)



PLAN COMMISSION STAFF REPORT

October 21, 2021 – Public Hearing

Brookside Glen Villa's (Crana Homes) – Rezoning & Preliminary PUD

8001 191st Street (Southwest corner of 191st St and 80th Ave)

Petitioner

Frank Bradley, on behalf of Crana Homes

Property Location

8001 191st Street
(SW Corner of 191st St and Magnuson Ln)

PINs

19-09-11-200-014-0000

Zoning

Current: B-3

Proposed: R-5 and B-3

Approvals Sought

- Rezoning
- Special Use for Preliminary PUD Approval
- Site Plan Approval
- Preliminary and Final Plat Approval

Project Planner

Daniel Ritter, AICP
Planning Manager



EXECUTIVE SUMMARY

The Petitioner, Frank Bradley on behalf of Crana Homes, is a local builder and developer that has been involved with the development of Brookside Glen Planned Unit Development (PUD) since its creation in 1990. He has owned the ~31-acre parcel located at the southwest corner of 191st Street and 80th Avenue for over 30 years that is zoned B-3 (General Business and Commercial District). While it has been actively marketed for commercial development over that time period, there has been no viable commercial interest in the property.

In November 2020, Crana Homes approached the Village about splitting off a portion of the property for low-density two-family attached (duplex) housing. Mr. Bradley feels there is a strong market for this type of housing that has not been provided in the Village. The development would have no age limits but presents a strong demand for seniors and empty nesters. The plan was run through a “concept approval” plan outlined in the PUD section of the zoning code. No zoning entitlements were received but feedback from the Plan Commission and Village Board was generally positive. Direction was given to come up with high-quality housing designs, reduce monotony, and pursue a small park location with the Frankfort Square Park District due to the increase in the PUD’s housing density.

The plan as proposed includes more specific approvals including subdividing of the land, rezoning the portion to be used for the residential development to R-5 (Low-Density Residential), preliminary PUD approval, and preliminary plat approval. The proposed plan provides for ~7.2-acres of commercial uses and ~24.1-acres of residential uses. The current preliminary proposal would create certain entitlements for the proposed residential development, but is required to return for approval of final details of the project including the final plat and site plans.

Changes from the October 7, 2021 Workshop Staff Report are indicated in RED.

EXISTING SITE & HISTORY

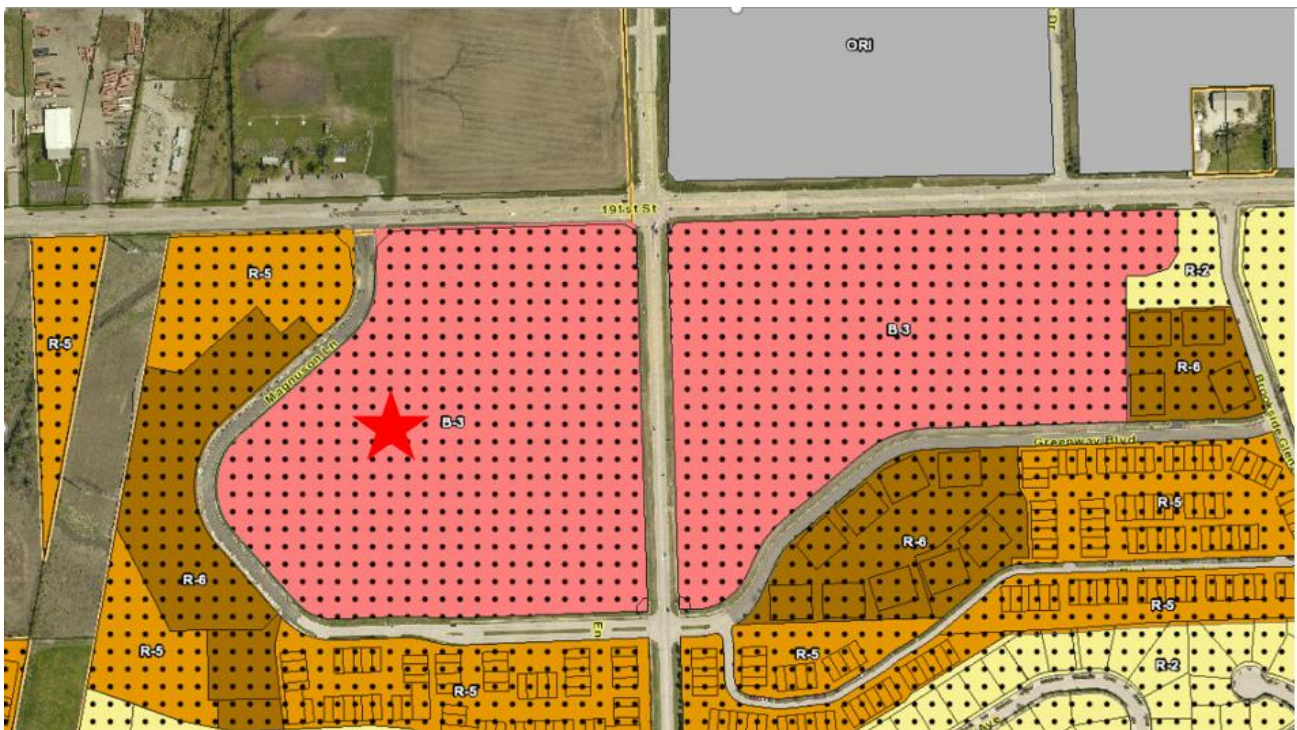
The subject site is a 31.3-acre parcel within the Brookside Glen Planned Unit Development (PUD). The Brookside Glen PUD was approved as part of an annexation of 828-acres in 1990. Since that time, there have been amendments to the Agreement as well as several PUD modifications and rezonings. This is typical for a property of this size that has responded to market trends and fluctuating economic conditions over time. The subject property was originally planned and zoned for the Village's most intense commercial district B-3 (General Business and Commercial District) which includes such uses as hotels, indoor recreation, retail membership clubs, theaters, and large retail centers. This is the same zoning as the Brookside Marketplace commercial development at Harlem Ave and 191st St.

In December of 2017, the Village Board approved plans for the *Residences at Magnuson* which includes four multi-family structures with 144 dwelling units as well as a clubhouse and various amenities. The project is currently under construction. The *Residences at Magnuson* is located immediately west of the subject property. A history of amendments to the Brookside Glen PUD is attached as Exhibit A.

ZONING & NEARBY LAND USES

The subject property is zoned B-3 (General Business and Commercial District) and is part of the Brookside Glen PUD. The property to the west is zoned R-6 (Medium-Density Residential) with a multifamily development under construction. To the south, the property is zoned R-5 (Low-Density Residential) and is developed with townhomes. To the east, across 80th Avenue, is undeveloped B-3 property with R-6 and R-5 zoning immediately to the south. To the north is an undeveloped parcel in unincorporated Will County zoned C-6, which is intended to accommodate commercial recreation, amusement, and entertainment uses. The property to the northeast is an undeveloped parcel zoned ORI (Office and Restricted Industrial).

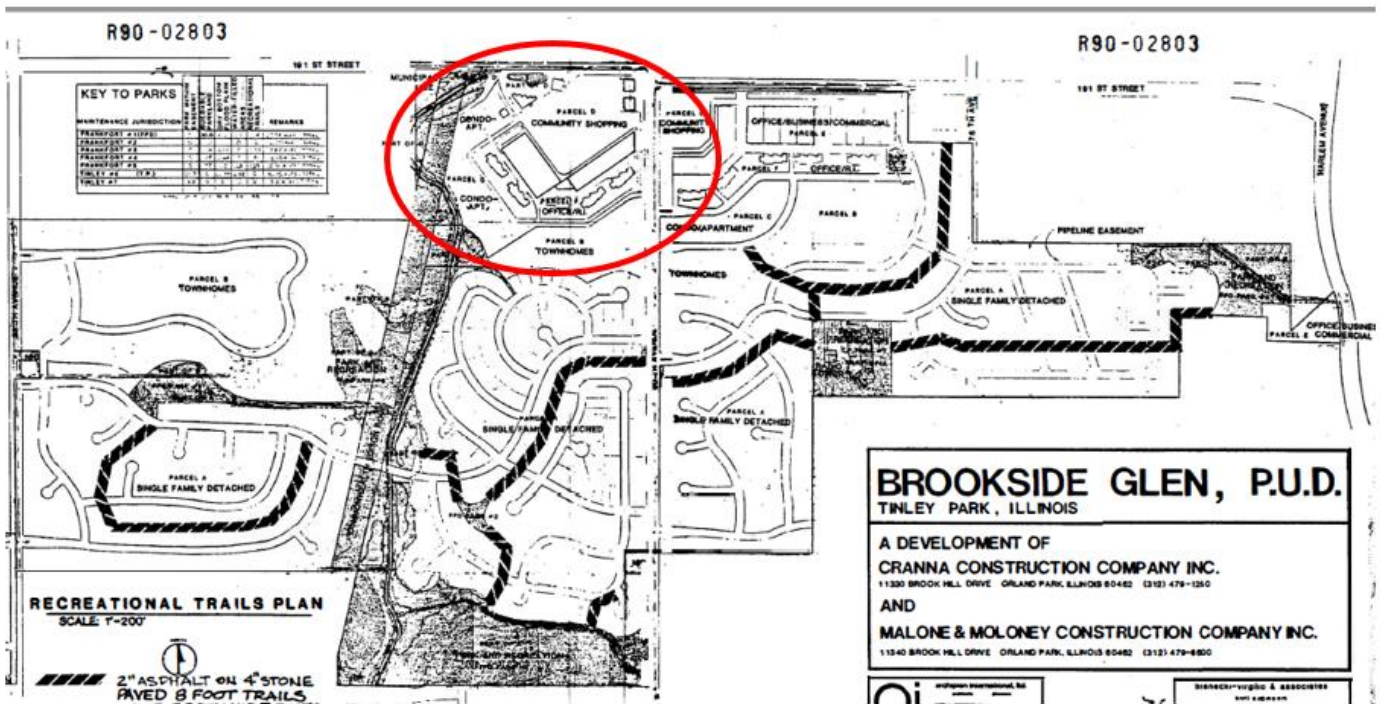
The subject parcel is also located within the Urban Design Overlay District (UD-1) that is intended to regulate non-residential buildings to "accommodate the automobile, but are primarily designed to promote non-motorized and public transportation movements to, within, and among properties". UD-1 attempts to create a streetscape that is defined by buildings rather than parking lots. Residential development is not regulated by this overlay district).



UNDERSTANDING PLANNED UNIT DEVELOPMENTS (PUDs)

In 1990, the annexation of 828-acres for the Brookside Glen PUD was a significant endeavor for the Village of Tinley Park. To plan for a development of this magnitude, the Village utilized a common master planning technique by annexing the parcel as a PUD. It is important to understand that a PUD inherently provides flexibility in its planning and zoning. The PUD approved in 1990 provided a master plan for the 828-acre property as a guide to its future potential. As stated in Section VII of the Zoning Ordinance, the purpose of a PUD is *"to facilitate and encourage the construction of imaginative and coordinated developments and to provide relief from the subdivision and zoning requirements which are designed for conventional developments, but which may inhibit innovation of design and cause undue hardship with regard to developing a parcel of land to its best possible use."* The Applicant is requesting the change in land use due to his inability to develop the parcel in accordance with the original intent for commercial development. The retail market has changed significantly since 1990 with internet sales taking the lead over on-site purchases. Brick and mortar commercial development is stagnant and parasitic at best with new construction luring tenants from existing centers. The Village is working toward maintaining the current inventory of commercial property and has recently incentivized several commercial properties along Harlem Avenue, however attracting larger commercial development for parcels of this size has been difficult. The subject parcel remains attractive for retail development however, it is more likely to be at a smaller scale. In addition, the original intent to use office development as a buffer for the residential uses to the south is also compromised with the declining commercial office market.

The concept plan approved with the Annexation in 1990 is depicted below. Amendments to the original PUD changed the alignment for Greenway Boulevard and provided for the townhomes that currently exist to the south.



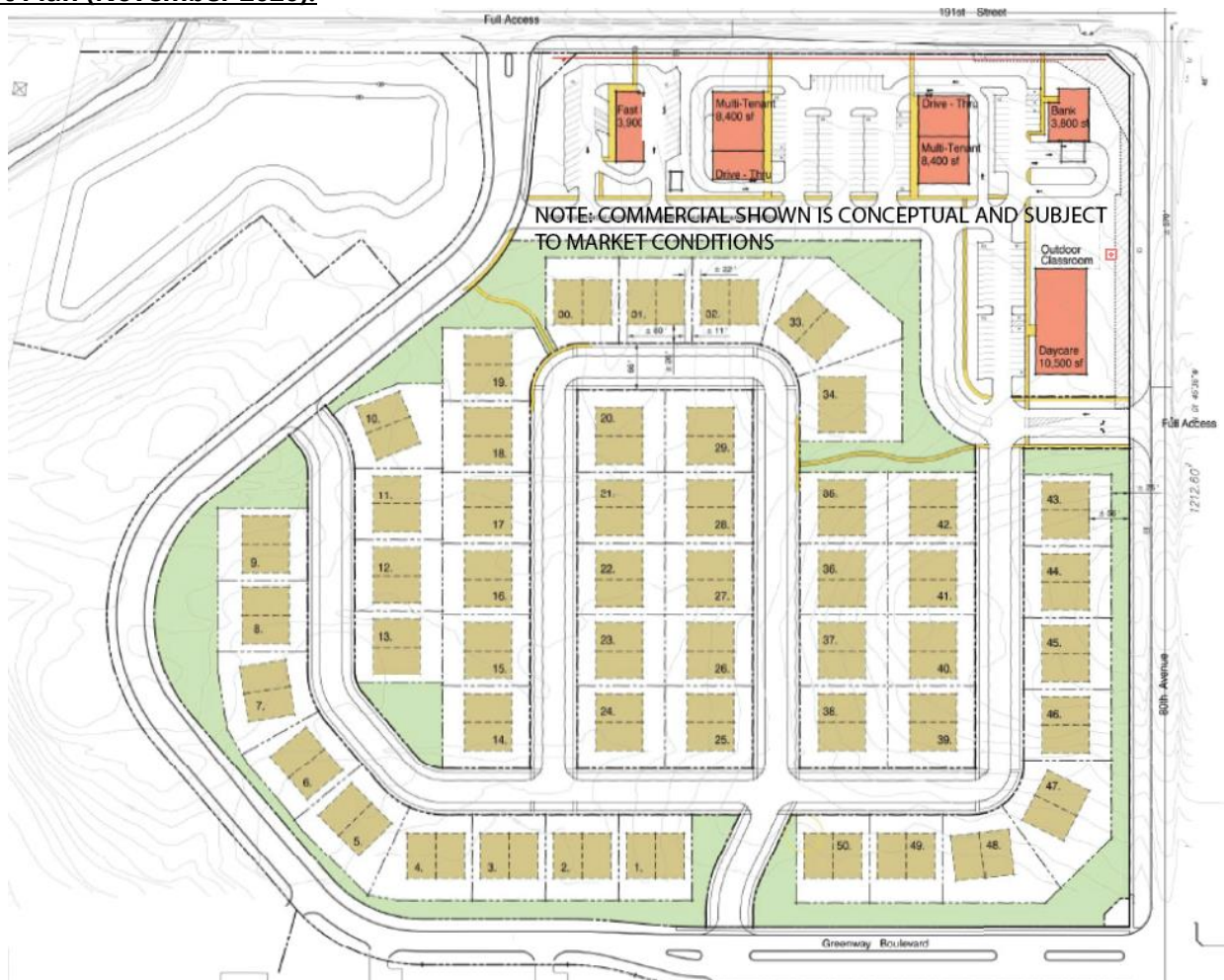
PRELIMINARY PUD/SITE PLAN APPROVAL

PUD Process

The issue before the Plan Commission is to preliminarily approve the proposed site plan, PUD documents, and land use changes to the original PUD approved in 1990. Since the proposed plan will change the original concept or intent of the original development, it is considered a Substantial Deviation. The Plan Commission is required to act in the same manner as required for concept or final approvals. However, there are various approval levels that bring different review processes and entitlements. Most often, changes are minor and they can go straight to final. However, in bigger and multi-phased development "Conceptual" and "Preliminary" approvals are important. By spreading out the review into different levels, the level of detail becomes clearer. This is a benefit to the Plan Commission and Village Board to better understand the PUD's proposal and purpose. It also benefits the developer by having them only spend time and money developing plans they need. Preliminary and Final approvals including a public hearing and a recommendation will then be forwarded from the Plan Commission to the Village Board of Trustees for final action. The Preliminary CC&Rs (Covenants, Conditions, and Restrictions) and plans will all be exhibits of the approved ordinance and the final plans, plats, and CC&R's will need to be in substantial conformance with them.

Proposed is a Preliminary PUD Plan, which brings more detailed entitlement than the previous concept level review did, which is mainly for general feedback purposes. Preliminary approval essentially gives them the ability to do what they are proposing as long as final plans are substantially in conformance with the plans and proposal. They will need to come back for final PUD and Plat approvals, however, those are usually just a formality once final engineering plans are completed for a certain phase of the project. Additionally, preliminary approval is only being sought for the residential portion of the development. The commercial portion will remain conceptual and will need preliminary and final approvals in the future when that is developed in whole or in part.

Concept Plan (November 2020):



Preliminary Plan - Residential Only (October 2021)



Preliminary Proposal and Rezoning

Crana Homes is proposing to construct 49 duplex buildings with 98 total units to function as a buffer between the commercial area fronting 191st Street and 80th Avenue and the townhomes to the south of Greenway Boulevard. This is a minor reduction from the concept approval which had 50 buildings and 100 units.

The plan will change the property's land use mix from 100% commercial to approximately 23% commercial and 77% residential. The commercial area identifies five structures with labels of "fast food, multi-tenant, drive-thru restaurant, bank, and daycare". These uses are for illustrative/concept purposes only to show what could be reasonably developed within the area and how access will be accounted for. The zoning designation will remain B-3 (General Business and Commercial) for the commercial property and therefore any future uses will need to conform with that zoning district. The residential portion of the development will be rezoned to R-5 (Low-Density Residential). The site plan as proposed respects the intent of the Urban Design Overlay District (UD-1) by limiting the parking fields to the side or rear of the structures on the commercially zoned property. If the concept plan is approved further refinement of the site plans will indicate additional landscaping and bicycle parking.

Setbacks and density regulations for the R-5 zoning district are shown as being met on all lots for "single-family semi-detached housing" (this is the formal description of a duplex by the zoning ordinances definition). The residential area includes duplex housing that maintains an internal orientation of all units thereby preventing any direct access from a unit to the external road system. This allows for greater screening along the perimeter and a more comfortable living environment for residents.

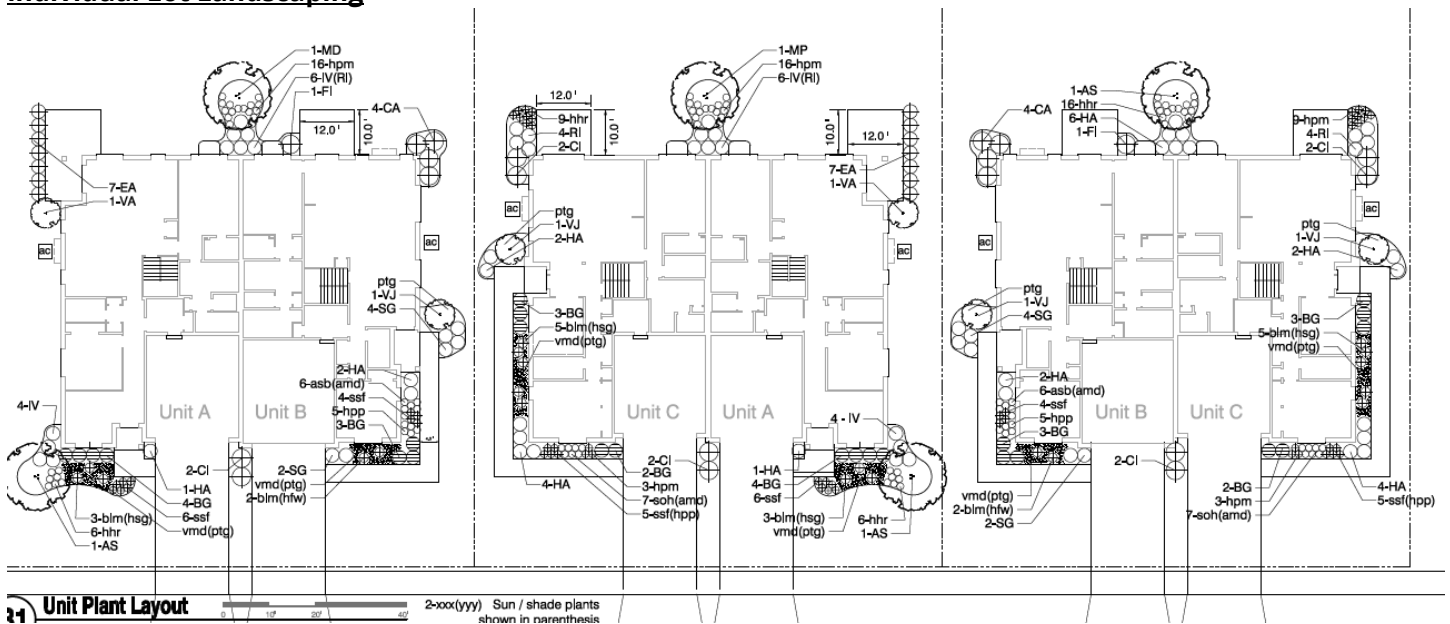
Exceptions

Any items that don't meet the Zoning Ordinance are considered "Exceptions" instead of Variations and are covered by the PUD approval. While it is not necessary to call out all Exceptions shown in the Plans, staff often outlines these so that the Commission and Village Board understand what flexibility is being given to the development through the PUD process. No specific exceptions were identified with the proposed plans. However, there may be some exceptions identified with final approval when all details are set.

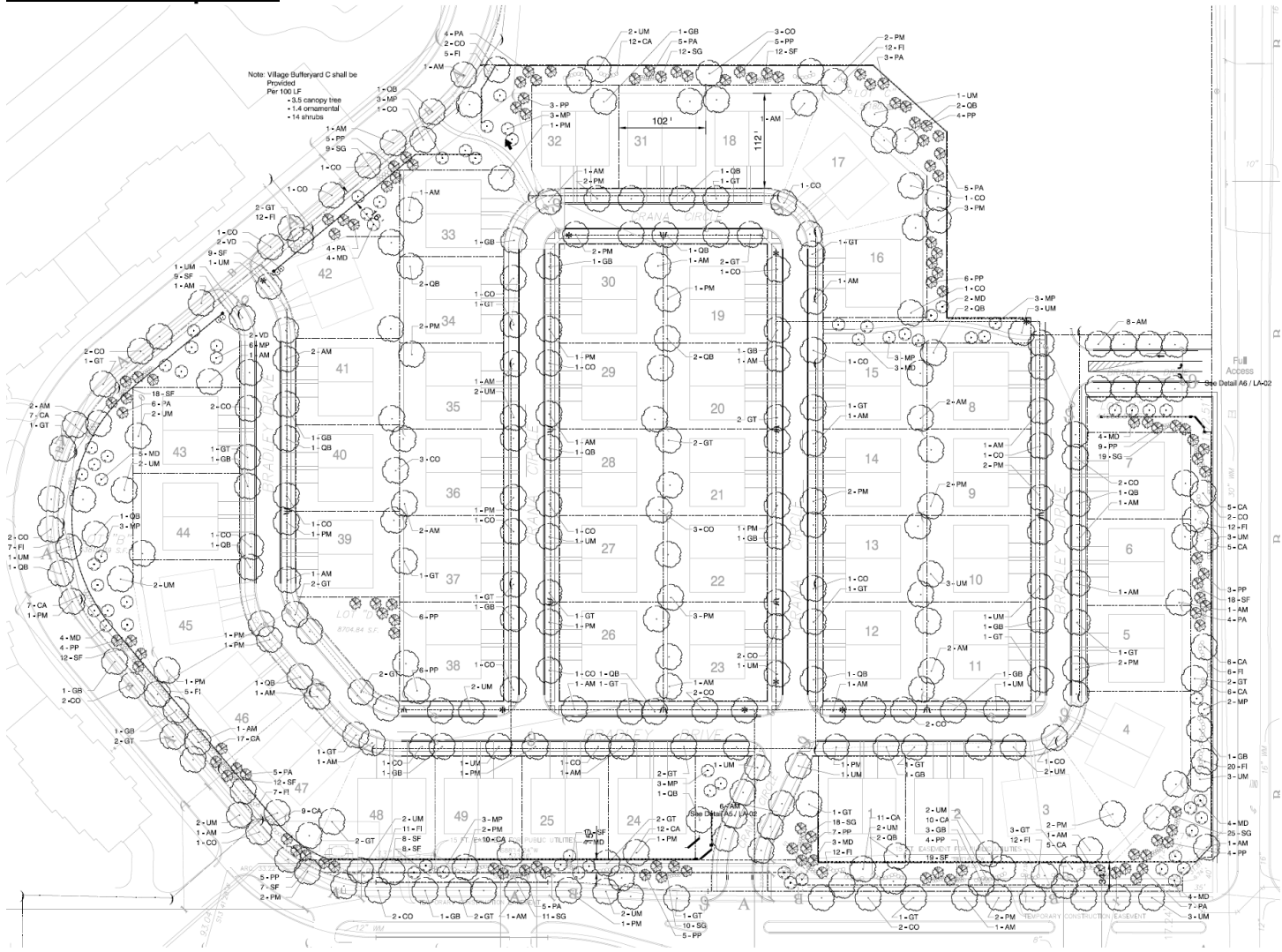
LANDSCAPING

A landscape buffer is proposed along the entire perimeter to serve as an additional buffer to adjacent uses (see below). This buffer ranges in depth from 15' at its narrowest to 30' at its widest. This is in addition to the 30 rear yard setback for the duplexes with frontage on Greenway Boulevard. The landscape buffer along the perimeter of the property meets the bufferyard requirement. Compared to the concept plan, this preliminary plan has more detail with regard to plantings. The canopy tree and parkway requirements are met and while there are some minor deficiencies with shrubs in some bufferyards, these are made up by a surplus of more substantial understory trees, which also can require less long-term care and maintenance. Landscaping was also not proposed around the sign. The requirement of 2 sq. ft. of landscaping for each 1 sq. ft. of sign face will need to be met. This would be approved with the final PUD approval or sign permit and will also result in additional shrubs. Staff believes the proposed plan is largely in compliance with the intent of the Landscape Ordinance and will be a benefit to the future residents of the subdivision.

Individual Lot Landscaping



Overall Landscape Plan



Landscape Analysis

BUFFERYARD REQUIREMENTS							
Bufferyard Location	Required Width	Proposed Width	Length	Required Plantings	Proposed Plantings	Deficit	Comments
North ("C" Bufferyard)	25'	25'+	1,050'	37 CT 15 US 147 SH	38 CT 37 US 63 SH	+1 CT +22 US -84 SH	
East ("C" Bufferyard)	25'	25'	595'	21 CT 9 US 84 SH	13 CT 34 US 90 SH	- +25 US +6 SH	
South ("B" Bufferyard)	20'	30' avg.	917'	22 CT 6 US 110 SH	22 CT 36 US 116 SH	- +30 US +6 SH	
West ("B" Bufferyard)	20'	15'	1,162'	28 CT 7 US 140 SH	28 CT 61 US 123 SH	- +54 US -17 SH	

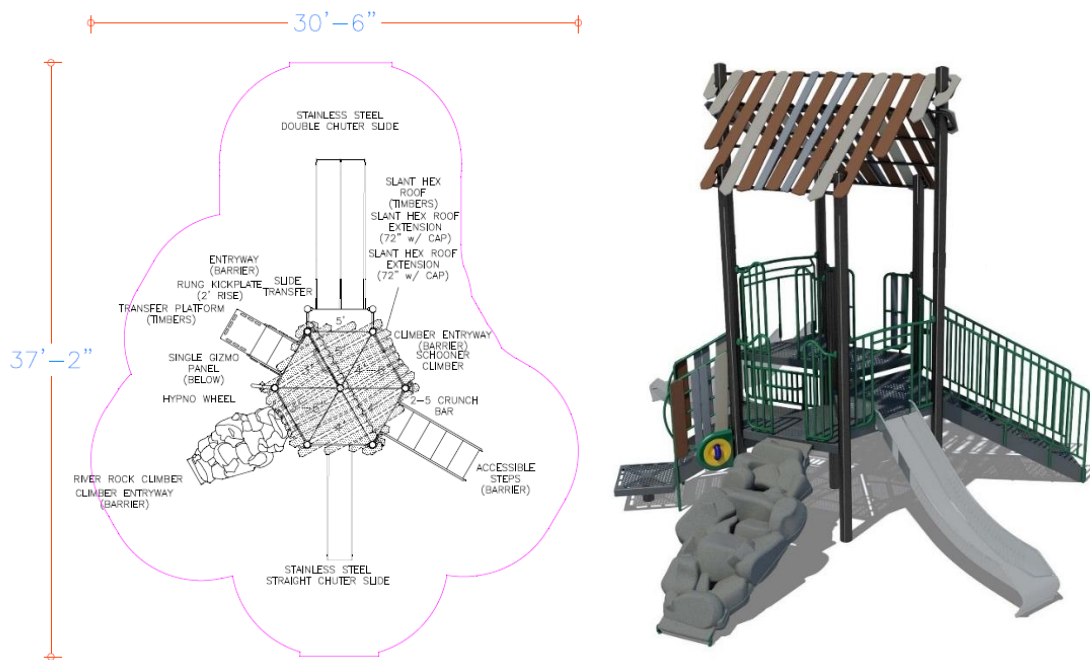
Please note the following abbreviations: CT = Canopy Tree, US = Understory Tree, SH = Shrub, T = Tree.

Fencing

The majority of the site will be enclosed with an open-style aluminum fence. However, the north property line will have a solid picket-style fence at the recommendation of staff. The solid fence will ensure adequate privacy for the residents that back up to the north property line. It will help to avoid any issues with light glare and noise when the commercially zoned property is eventually developed.

Tot Lot Park

Based on feedback from conceptual plan review and discussion with the Frankfort Square Park District, the developer has agreed to construct a tot lot park as part of the development that would be donated to the Frankfort Square Park District upon its completion. The park space will help offset the residential density being added with the conversion to residential. There is no age limit for the development, so the park will benefit both young families with children and older families with grandchildren. The specific design of the park site and equipment is subject to the Frankfort Square Park District approval but will be completed by the developer as part of the development. A similar “tot lot” playground design is shown below.



CIRCULATION

Access is limited to one point of access on Greenway Boulevard for the residential section and two points of access on Magnuson Lane—one for the residential area and one for the commercial area. Only one point of access is provided for 80th Avenue. Shared access to this point on 80th Avenue is indicated on the Plat of Subdivision. Earlier versions of the plan included four points of access on Greenway Blvd. Staff recommended this change to minimize traffic and congestion on Greenway Boulevard.

Full access is provided on 80th Avenue that serves both the commercial and residential areas. Staff encouraged the applicant to increase the commercial area slightly and “wrap” the corner with commercial uses, thereby allowing for full access on 80th Avenue. The land use designations in the commercial section are for illustration purposes only. Once a developer is identified for the commercial area, the plans will be finalized with an end-user in mind. The plan does however reflect requirements of the Urban Overlay District which attempts to limit parking fields to the side or rear of the building so that the architecture of the buildings will dominate the streetscape rather than parking lots. Approval of the commercial area provides direction to future planning as to the layout and access of this area.

An internal sidewalk system has been provided throughout the commercial and residential areas. Some refinement during site plan approvals will be necessary for the commercial area to ensure safe separation between pedestrian and vehicular traffic. Sidewalks along all street frontages (Magnuson Dr, Greenway Blvd, and 80th Ave) are proposed. The phasing of the plan will be clarified in the final PUD approval stage; however, they have agreed to complete the sidewalk along 191st Street with the residential development (as opposed to waiting for the commercial development to complete it).

ARCHITECTURE

Per the applicant, the design of this project is focused *“on the active adult market. To that end, all homes will have a bedroom on the first floor, and some may have secondary bedrooms on a partial second floor. The maintenance free focus for this lifestyle will include Association maintained landscape for the homes and yards, in addition to the Association common spaces.”* While it is age-targeted, there are no age limits, and maybe an attractive home for young families as well.

Architectural elevations were further defined and are traditional architectural product that is typical for Crana Homes style. While the architecture is purposefully similar in most attached single-family products (Townhomes and duplexes), there are multiple models and various exterior options to bring a unique appearance to each building. These options including varying brick color, siding color, roof lines, gables, and partial second floor options. With all of the available options, it will make for a unique look to the different buildings that avoids an overly monotonous and repetitive look. Below is an example of how some of the streetscapes might look with scaled setbacks between buildings. Additionally, the overall design of the subdivision leads to many curved roads and varying frontages, so there will not be long lines of buildings; further leading to an attractive streetscape and subdivision. At staff’s request, the petitioner did explore the possibility of side loaded garages to reduce the visibility of garage doors. Under the current design only about 4-5 units could be possible due to the roadway and site layouts. To implement side loaded garages would mean likely redesigning the site or the models, which is not feasible.

One issue staff has noted in past townhomes and duplex approvals are the desire for residents in the future to complete expansions of the structure, often by way of a “sunroom”. However, these “sunroom” additions are by definition a building addition and often lower the quality and appearance of the overall development due to their lower construction quality, materials, and durability. The current proposal would not permit any sunroom or other building additions. This would be a requirement of the CC&Rs but also the PUD regulations. Any future change to that would need to go back through a special use/deviation process.

Streetscape Example

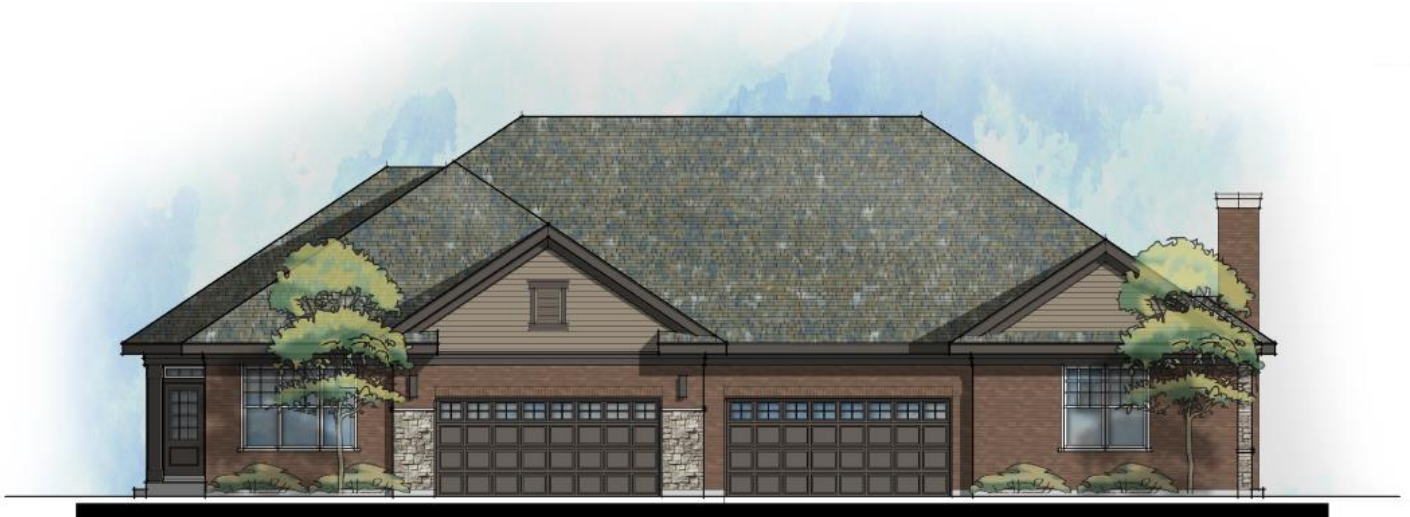


Elevation Options Examples



Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



Unit B1 Front Elevation

Unit C Front Elevation



Unit C Front Elevation
w/ Opt 2nd Flr.

Unit A Front Elevation

Materials

The proposed building materials used include stone at the base and red or brown brick for the majority of the structure. Brick and stone are proposed to be on all sides of the first floor, in compliance with the Zoning Ordinance's masonry requirements. Hardie Board (fiber cement siding) is used for the trim, dormers, and limited second floor siding elements. Hardie Board is a name brand fiber cement board product that is typically higher quality and more durable than vinyl siding. These proposed materials are required to be used as part of the PUD Ordinance and any changes in materials type requires revisions to the PUD.

Light Scheme Package



HardiePlank Lap Siding
Cobble Stone, Smooth



HardieBoard Trim
Monterey Taupe



Clopay - Classic Steel Garage Door
Sandstone Woodgrain

Dark Scheme Package



HardiePlank Lap Siding
Monterey Taupe, Smooth



HardieBoard Trim
Aged Pewter



Clopay - Classic Steel Garage Door
Bronze Woodgrain

Brick Selections



Brampton Brick
Morgan



Glen-Gery
Windsor

Universal Materials



Certainteed - Landmark Pro Asphalt Shingles
Max Def Weathered Wood



Halquist Stone
Biltmore



Illinois Brick Company
Indiana Limestone - Standard Buff

SIGNAGE

Two single-sided subdivision entry signs are proposed for the residential development. One at the entrance off of 80th Avenue and a second along Greenway Blvd. The signs are 6-foot-high with brick and fencing matching the rest of the development. The overall brick portion of the sign is approximately 108 sq. ft. but the signage portion for the subdivision is only 24 sq. ft. The design meets the zoning allowances for residential subdivision signs. These signs will be placed in outlots and maintained by the Homeowner's Association (HOA) after completion of the project.



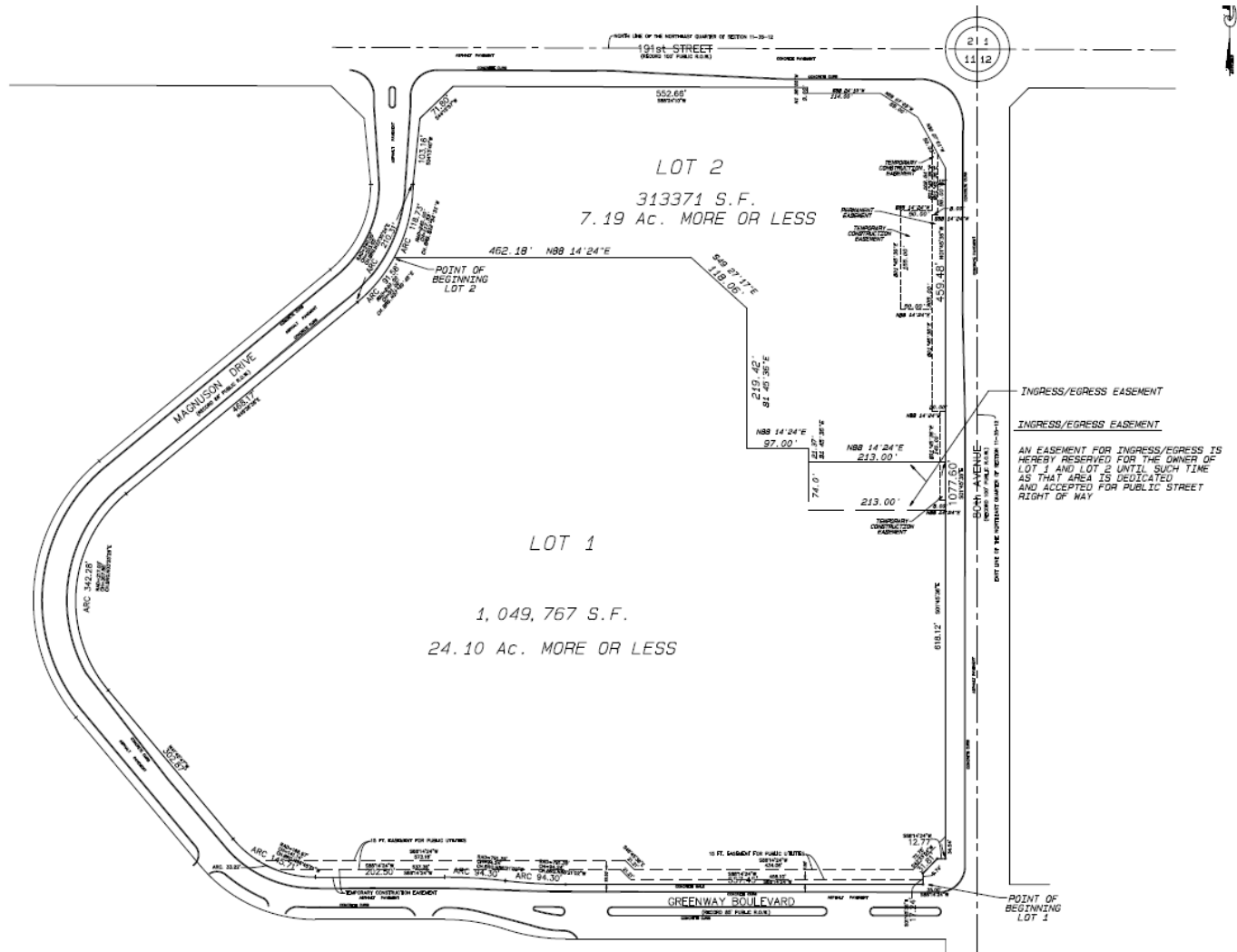
Two existing monument signs are also located at the northwest and southwest corners of Greenway Blvd and 80th Avenue for the larger Brookside Glen area. The signs are not part of the proposed development but the new signs were designed to complement the style of the existing Brookside Glen signs.



PLAT APPROVALS

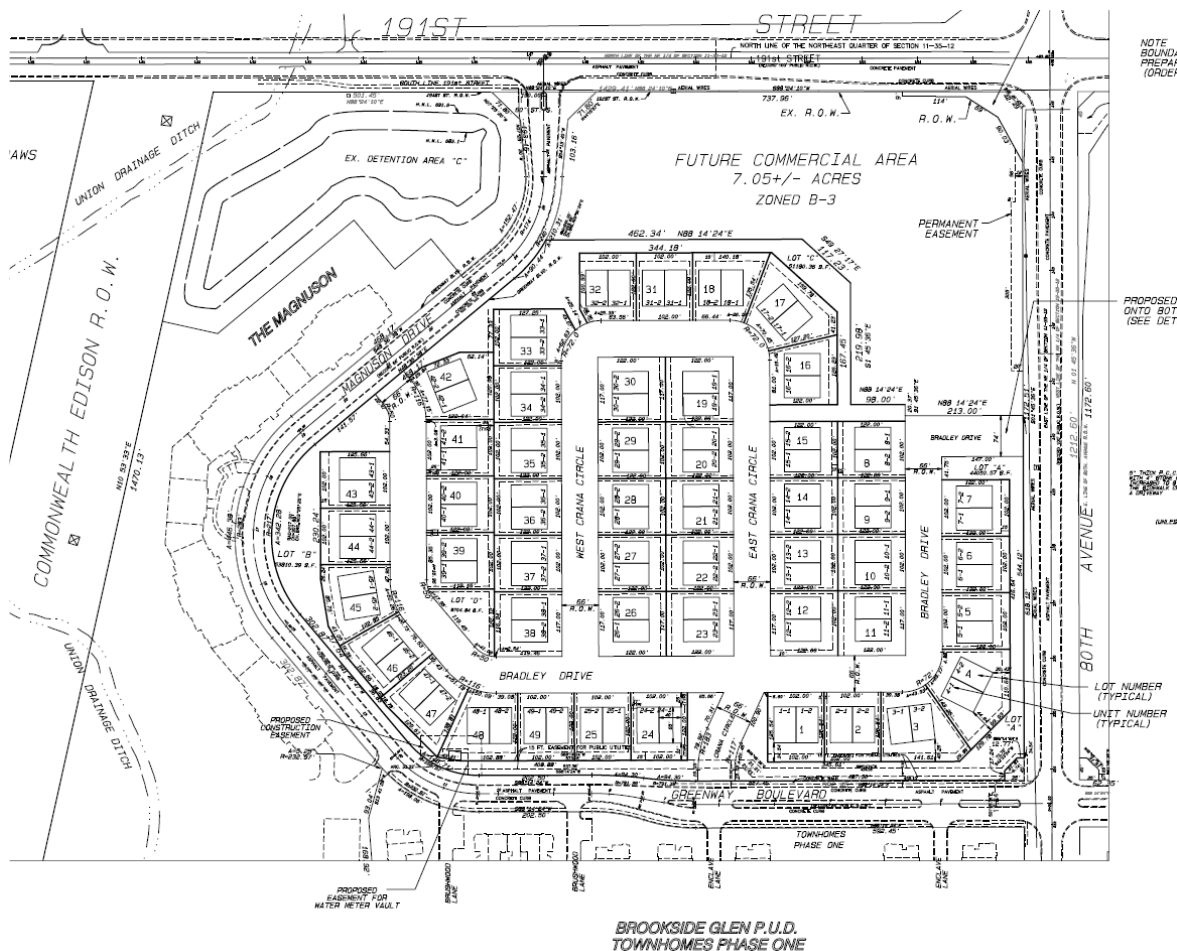
Final Plat of Subdivision (2 Lots)

The purpose of the first plat is to break the existing single lot into two lots that would allow for two separate zoning districts and developments to occur. The division is rather simple and will be final, meaning if the proposed development didn't move forward, they could each be sold off separately and will keep the underlying zoning district being requested. However, the proposed lots are developable on their own based on the concept plans. A cross-access easement was required with this subdivision due to the need to share an access point on 80th Avenue, and the importance of that access point to each lot's future.



Preliminary Plat of Subdivision (Residential)

Unlike the Final Plat, the Preliminary Plat does not formally create any lots of record. However, this plat shows likely dimensions of the proposed residential lots and outlots and gives the developer the right to move forward with the subdivision. The final plat will need to be in substantial conformance with this preliminary plat but requires additional information like signature blocks, exact property lines, and easement locations. A preliminary plat stops short of being final because final engineering usually has not been completed and minor changes may still be required. The Petitioner will return for Final Plat and PUD approval once final engineering has been completed.



Workshop Review

Plan Commission reviewed the plans and was largely supportive of the proposed development. The housing styles, quality and overall development design were complimented. It was noted as a positive that resident feedback was heard and the public "tot lot" park was added to the development. Questions included specifics about the roadway access point locations and walkways that were answered to the Commission's satisfaction.

STANDARDS FOR REZONING APPROVAL

The Zoning Code does not establish any specific criteria that must be met in order for the Village Board to approve a rezoning request. Likewise, Illinois Statutes does not provide any specific criteria. Historically, Illinois courts have used eight factors enunciated in two court cases. The following “LaSalle Standards” have been supplied for the Commission to consider. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

- a. The existing uses and zoning of nearby property;
 - The R-5 zoning is consistent with neighboring residential uses in the area and creates a transition to the business district.
- b. The extent to which property values are diminished by the particular zoning;
 - The zoning change is not anticipated to lower any property values.
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - No property value reductions or complaining parties have been identified.
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - The development includes new housing and a housing type not currently available in Tinley Park that will benefit the public along with additional property tax not generated by vacant land.
- e. The suitability of the property for the zoned purpose;
 - The property has sufficient roadways, utilities, and location for residential uses.
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - The property is one of the few remaining vacant parcels in the Brookside Glen PUD. The lot has remained vacant and had little interest as a commercial development for over 30 years. The most attractive and developable commercial frontage along 191st St and 80th Ave will remain as B-3 zoning.
- g. The public need for the proposed use; and
 - There is a strong demand for additional housing in the area and single-story duplex housing specifically has not been constructed in many years. The housing is attractive to seniors, empty-nesters, and young families.
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - The area was originally planned for a large “big-box” commercial area as part of the Brookside Glen PUD. However, as with large PUDs, changes in the market trends can result in changes to the PUD master plan.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission when analyzing a Special Use request. Staff has prepared draft responses for these Standards below. The standards can be modified, or changes as the Plan Commission deems fit based on their findings from the public hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - There is no danger to the public with additional duplex housing proposed.
- 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;
 - Residential housing surrounds the development. A residential development is less intense than the originally planned “big box” commercial development.
- 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 remaining land has been planned in concept for reasonably expected commercial uses. The commercial and residential developments have been planned together.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - There is adequate roadways, utilities, and drainage existing around the site and proposed throughout in the new development.
- 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;
 - The ingress and egress access points have been reviewed by the Village Engineer for their best placement on the site and for overall traffic flow for the area.
- 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; and
 - The buildings will comply with all other code requirements of the Village not covered by an Exception to the Zoning Ordinance indicated in the PUD documents and plans.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - The development will add additional residents that help support surrounding businesses and add additional property taxes where the vacant land currently provides very little.

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Section VII.C. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission for a Planned Unit Development (PUD). The Plan Commission is encouraged to consider these standards (listed below) as well as the Applicant's responses (attached) when analyzing the PUD request. Specific findings are not provided as these are already specific criteria that must be met for the Plan Commission to recommend approval to the Village Board.

- a. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village.
- b. The planned development will not substantially injure or damage the use, value and enjoyment of the surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan of the Village.
- c. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated.
- d. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police and fire protection.
- e. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.
- f. The street system serving the planned development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the planned development will be adequate to serve the residents or occupants of the proposed development.
- g. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities or common open space, the developer shall provide and submit as part of the application the method and arrangement whereby these private facilities shall be operated and maintained.
- h. The general development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non-residential uses and structures and public facilities as are necessary for the welfare of the planned development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the land owners within the development.
- i. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- j. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

STANDARDS FOR SITE PLAN & ARCHITECTUAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

- a. **Building Materials:** The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with “Building Articulation” (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it’s the appearance if used on large, blank walls.
- b. **Cohesive Building Design:** Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. **Compatible Architecture:** All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. **Color:** Color choices shall consider the context of the surrounding area and shall not be used for purposes of “attention getting” or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. **Sustainable architectural design:** The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. **Defined Entry:** Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. **Roof:** For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as “belly-bands” (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. **Screen Mechanicals:** All mechanical devices shall be screened from all public views.

- j. **Trash Enclosures:** Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

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

MOTIONS TO CONSIDER

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

Motion 1 (Map Amendment/Rezoning):

"...make a motion to recommend that the Village Board grant the Petitioner, Frank Bradley on behalf of Crana Homes, a Map Amendment (rezoning) of the Lot 1 of the Brookside Glen Villas Subdivision at 8001 191st Street (on the southwest corner of 191st St and 80th Ave) from the existing B-3 (General Business & Commercial) zoning district to the R-5 (Low-Density Residential) zoning district in the Brookside Glen Planned Unit Development, and adopt the Findings of Fact as proposed in the October 21, 2021 Staff Report."

Motion 2 (Special Use for a Preliminary Substantial Deviation PUD):

"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Frank Bradley on behalf of Crana Homes, for Preliminary Approval of a Substantial Deviation to the Brookside Glen Planned Unit Development for the property located at 8001 191st Street (on the southwest corner of 191st St and 80th Ave), to be zoned R-5 (Low-Density Residential) and developed with 98 single-family semi-detached duplex units, in accordance with all plans and documents submitted and listed herein, and adopt the Findings of Fact as proposed by in the October 21, 2021 Staff Report."

Motion 3 (Preliminary PUD Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Frank Bradley on behalf of Crana Homes, Preliminary PUD Plat Approval for Brookside Glen Villas Resubdivision (dated July 21, 2021) in accordance with the Preliminary Plat submitted and listed herein, subject to the condition that the Plat approval is subject to approval by the Village Engineer and Village Attorney."

Motion 4 (Final Plat of Subdivision):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, Frank Bradley on behalf of Crana Homes, Final Plat of Subdivision Approval for Brookside Glen Villas Subdivision in accordance with the Final Plat (dated September 30, 2021) submitted and listed herein, subject to the condition that the Final Plat approval is subject to Final approval by the Village Engineer and Village Attorney."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Plat of Survey	G & B	12.3.2019
	Preliminary Final Site Plan and Site Data	HKM	7.27.21
	Preliminary Improvement (Engineering) Plans and Preliminary Plat	BVA	7.21.21
	Preliminary Landscape Plan	HKM	9.3.21
	Final Plat of Subdivision	G&B	9.30.21
	Auto-turn Templates	BVA	
	Monument Sign Elevation	HKM	7.27.21
	Brookside - Sales Center Site Plan	HKM	7.27.21
	Elevations and Streetscape Examples	HKM	7.27.21
	Material Board	HKM	7.27.21
	Aluminum Fence and Light Specifications	Crana	
	Preliminary Declaration of Covenants for Brookside Glen Villas	Crana	N/A

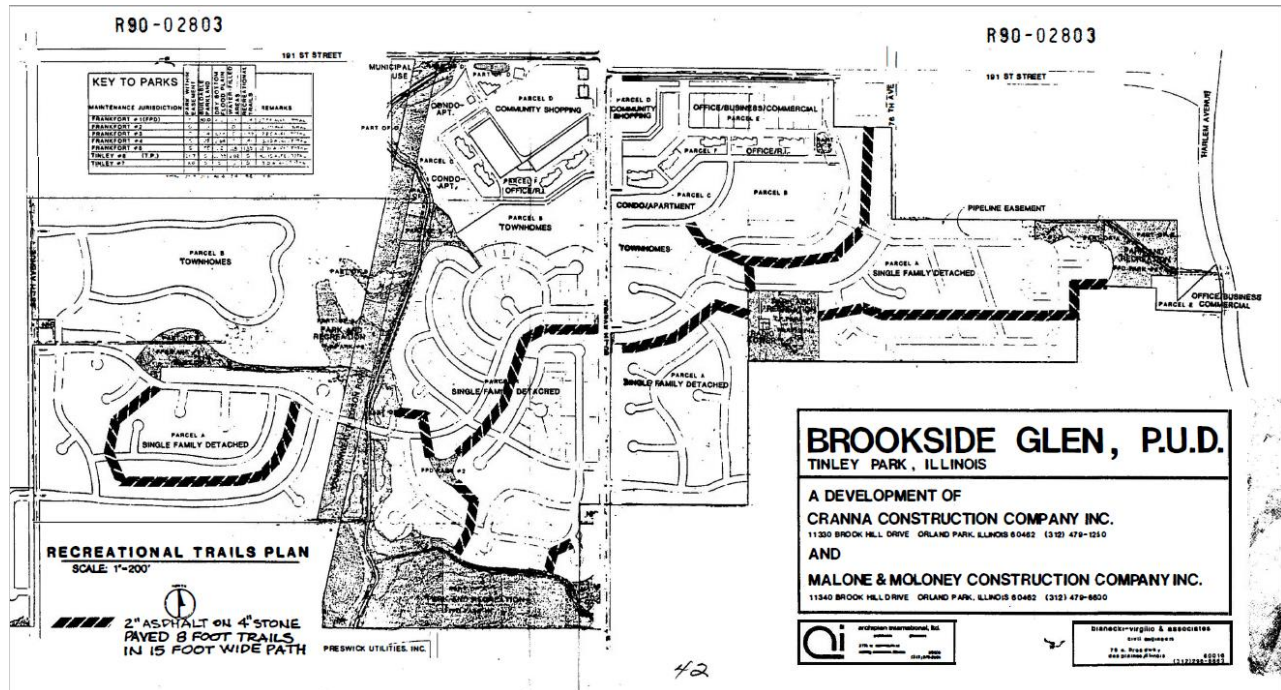
BVA = Branecki-Virgilio & Associates (Civil Engineer)

HKM = HKM Architects + Planners, Inc

G & B = Gremley & Biedermann Surveyors

Exhibit A - Brookside Glen PUD Timeline

- **1989:** A Pre-Annexation Agreement was adopted as Ordinance 89-O-052.
- **1990:** The Annexation Agreement (Resolution 90-R-002) was adopted on January 11, 1990. This agreement also accounted for the Special Use Permit for the Brookside Glen Planned Unit Development. Below is Exhibit C from the Annexation Agreement denoted approved landuses.



The Brookside Glen property was officially annexed under Ordinance 90-O-004 and Ordinance 90-O-005. The first amendment to the Brookside Glen Annexation Agreement was adopted on February 6, 1990 (90-R-004).

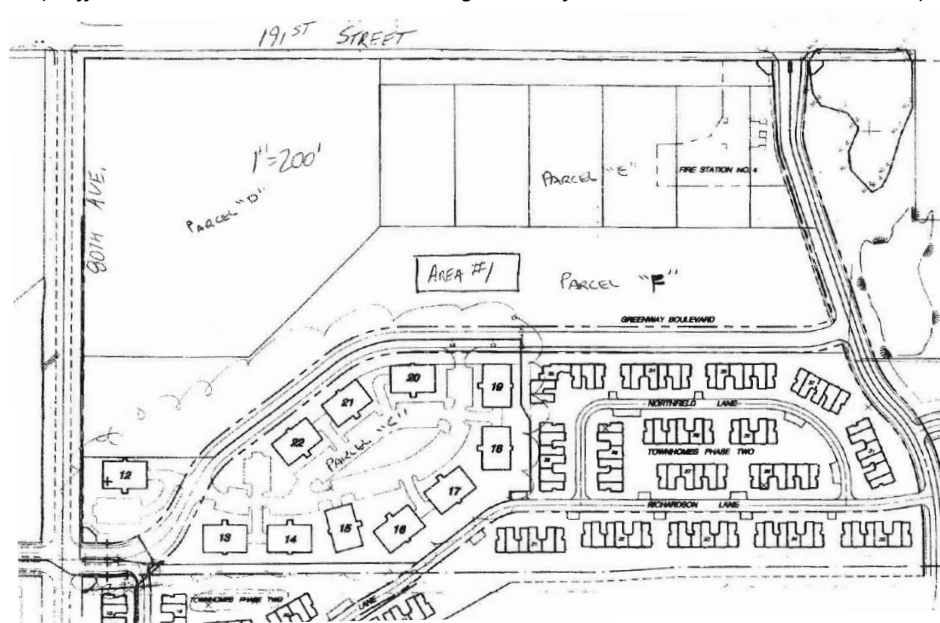
Ordinance 90-O-008 was adopted on February 27, 1990 (although the ordinance itself incorrectly states the adoption year as 1989). This ordinance annexed the Brookside Glen property again due to concerns with proper notice for the annexation. Ordinance 90-O-009 officially rezoned the Brookside Glen property following annexation.

- **1994:** Amendment to the Brookside Glen Annexation Agreement was approved on October 25, 1994 as Resolution 94-R-030 (labeled in error as 94-O-030). This amendment included changes to some of the standards for the single-family residential lots, updated fees, discussed requirements for dedication of public streets and sidewalks, and discussed water mains and sanitary sewers.
- **1998:** A parcel is annexed and added to the Brookside Glen PUD per Ordinance 98-O-018 and Ordinance 98-O-019 on March 17, 1998. A 200' x 209' parcel was annexed and added to the Brookside Glen PUD. The parcel was not available in 1990 when the original PUD was approved. The property that was annexed is located near approximately 19501 88th Avenue (currently this is approximately Brookside Glen Drive and 88th Avenue).
- **1999:** Staff notes that the November 4, 1999 Plan Commission meeting minutes indicate that the New Lenox Pumping Station was considered for a Special Use Permit.
- **2000:** A Substantial Deviation to the original Brookside Glen Planned Unit Development was approved on February 15, 2000 as Ordinance 2000-O-006. This Substantial Deviation amended the acreage and dwelling units

for single-family, townhomes, and condominiums. The allowable acreage of condominiums increased from 21.5 acres to 27 acres and the allowable number of dwelling units increased from 258 to 352 dwelling units. The Ordinance also allowed for an increase in the allowable building height for the condominium buildings (from three stories to four stories with underground parking). The Substantial Deviation was considered at the Plan Commission meetings on 4/15/1999, 5/6/1999, 8/5/1999 and 9/16/1999 and the Village Board meetings on 9/7/1999, 9/21/1999, 1/4/2000, 1/18/2000, 2/1/2000, and 2/15/2000. It appears this is when Greenway Boulevard alignment was changed.

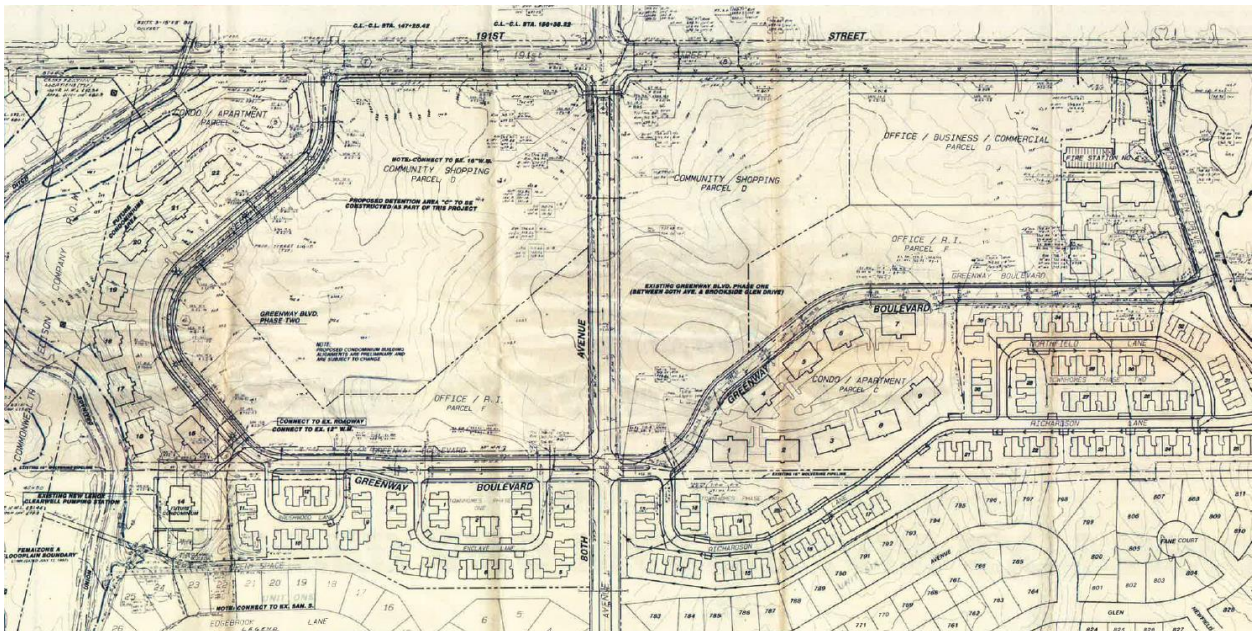


Excerpt from the Site Plan for the Southwest Corner of 191st Street and 80th Avenue
(Staff believes this was included with the Legal Notice for the Substantial Deviation in 1999)



Excerpt from the Site Plan for the Southeast Corner of 191st Street and 80th Avenue
(Staff believes this was included with the Legal Notice for the Substantial Deviation in 1999)

- 2001:** The Plat for Brookside Place Phase I was recorded on January 12, 2001 and included the first seven (7) multi-family buildings (see buildings 1-7 on the image on the following page). The buildings had sixteen (16) units each for a total of one hundred twelve (112) dwelling units. The Plan Commission recommended approval of the Plat on October 5, 2000.
- 2002:** The Plat for Brookside Place Phase II was recorded on June 28, 2002 and included two (2) multi-family buildings (see buildings 8-9 on the image on the following page). The buildings had sixteen (16) units each for a total of thirty-two (32) dwelling units. The Plan Commission recommended approval of the Plat on February 21, 2002.



Excerpt from Engineering Plans for Brookside Place (2002)

- 2004:** The Plat for Brookside Place Phase III was recorded on August 5, 2004 and included four (4) multi-family buildings (see buildings 10-13 on the image below). The buildings had sixteen (16) units each for a total of sixty-four (64) dwelling units. The Plan Commission recommended approval of the Plat on May 20, 2004.



- **2016:** Karli Mayher submits an application (“The Residences at Brookside Glen”) on July 5, 2016 for two (2) four-story, one hundred, forty-four (144) unit multi-family apartment buildings, with surface parking and parking in garages at the rear of the site and an accompanying clubhouse building. On July 11, 2017 Village Board concurred with the Plan Commission’s recommendation to deny the project.
- **2017:** Karlie Mayher submits revised plans on October 2, 2017. These plans include four (4) multi-family residential structures with thirty-six (36) dwelling units per building for a total of 144 dwelling units. Village Board approved December 5, 2017.
- **November 2020:** Conceptual Approval given to proceed with a rezoning and Deviation for the subject site to be rezoned to allow for semi-detached duplexes at the Southwest corner near the intersection of 191st Street and 80th Avenue. The 31-acre site will keep commercial zoning on around 7.2 acres along 191st Street and 80th Avenue. No entitlement or rezoning given but met with general support by the Plan Commission and Village Board.

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

ORDINANCE
NO. 2021-O-075

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 8001 191ST ST FROM B-3 TO R-5 (CRANA
BROOKSIDE GLEN VILLAS)**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-075**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 8001 191ST ST FROM B-3 TO R-5 (CRANA BROOKSIDE
GLEN VILLAS)**

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

WHEREAS, a petition for granting a map amendment of certain real property from the B-3 (General Business and Commercial) zoning district to R-5 (Low-Density Residential) (“Rezoning”) located at 8001 191st Street, Tinley Park, Illinois (“Subject Property”) as Lot 1 of the Brookside Glen Villas Subdivision has been filed by Frank Bradley on behalf of Crana Homes (“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 Rezoning should be granted on October 21, 2021 at the Village Hall of this Village and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 6-0 and has filed its report and findings and recommendations that the proposed Rezoning be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

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

- a. The existing uses and zoning of nearby property;
 - *The R-5 zoning is consistent with neighboring residential uses in the area and creates a transition to the business district.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The zoning change is not anticipated to lower any property values.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *No property value reductions or complaining parties have been identified.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *The development includes new housing and a housing type not currently available in Tinley Park that will benefit the public along with additional property tax not generated by vacant land.*
- e. The suitability of the property for the zoned purpose;
 - *The property has sufficient roadways, utilities, and location for residential uses.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - *The property is one of the few remaining vacant parcels in the Brookside Glen PUD. The lot has remained vacant and had little interest as a commercial development for over 30 years. The most attractive and developable commercial frontage along 191st St. and 80th Ave. will remain as B-3 zoning.*
- g. The public need for the proposed use; and
 - *There is a strong demand for additional housing in the area and single-story duplex housing specifically has not been constructed in many years. The housing is attractive to seniors, empty-nesters, and young families.*

- h. The thoroughness with which the municipality has planned and zoned its land use.
- *The area was originally planned for a large “big-box” commercial area as part of the Brookside Glen PUD. However, as with large PUDs, changes in the market trends can result in changes to the PUD master plan.*

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

LEGAL DESCRIPTION:

LOT 1 OF THE BROOKSIDE GLEN VILLAS SUBDIVISION BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 19-09-11-200-014-0000

COMMONLY KNOWN AS: 8001 191st Street

SECTION 4: That a Rezoning of the Subject Property from B-3 (General Business & Commercial) to R-5 (Low-Density Residential) located at 8001 191st Street, Tinley Park, Illinois, 60487, as Lot 1 of the Brookside Glen Villas Subdivision is hereby granted to the Petitioner.

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 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

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. 2021-O-075, “AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE PROPERTY LOCATED AT 8001 191ST ST FROM B-3 TO R-5 (CRANA BROOKSIDE GLEN VILLAS),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE OCTOBER 21, 2021 REGULAR MEETING

ITEM #1 PUBLIC HEARING – BROOKSIDE GLEN VILLAS (CRANA HOMES) RESIDENTIAL SUBDIVISION AND CONCEPT COMMERCIAL, 80TH AVE AND 191ST ST REZONING, SPECIAL USE FOR A SUBSTANTIAL DEVIATION, PRELIMINARY/FINAL PLAT OF RESUBDIVISION

Consider recommending that the Village Board grant Frank Bradley, on behalf of Crana Homes, a special use for Preliminary Approval of a Substantial Deviation from the Brookside Glen Planned Unit Development (PUD) and Rezoning of a portion of the lot from B-3 (General Business and Commercial) to R-5 (Low-Density Residential) for property located at the southwest corner of 80th Avenue and 191st Street (8001 191st St.), in the Brookside Glen PUD. Preliminary Plat, Final Plat, and Preliminary Site Plan approvals are also being requested.

Present Plan Commissioners: Chairman Garrett Gray
James Gaskill
Angela Gatto
Eduardo Mani
Ken Shaw
Kehla West (remote)

Absent Plan Commissioners: Frank Loscuito

Village Officials and Staff: Kimberly Clarke, Community Development Director
Dan Ritter, Planning Manager
Lori Kosmatka, Associate Planner

Petitioners: Mark Kurensky, HKM Architects and Planners, on behalf of Crana Homes (remote)
Ted Virgilio, Civil Engineer for Crana Homes

Members of the Public: Michael Stocklose, 19303 Enclave Lane

CHAIRMAN GRAY asked for a motion to open the Public Hearing. Motion made by COMMISSIONER GATTO, seconded by COMMISSIONER GASKILL. CHAIRMAN GRAY requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

CHAIRMAN GRAY stated he received proof of the Notice of Publication for this Public Hearing. He invited staff to start with the presentation of this item.

Dan Ritter, Planning Manager, summarized the Staff Report for the Commission. He noted this item came before the Commission last November for its Conceptual phase. He noted the location is the southwest corner of 191st and 80th Avenue, and east of the Magnuson apartments currently under construction. He provided an overview of the PUD process as three steps. The proposal is currently in the Preliminary/second phase. Final approvals will be in substantial conformance with what is being seen today. He reviewed the surrounding zoning including R-5 and R-6 to the south and west, and unincorporated county zoning to the north, B-3 to the east and ORI to the northeast. It is within the Urban Design Overlay District, but not applicable to residential developments. The commercial proposal is still in the Conceptual phase. The Brookside Glen PUD has been amended a few times in response to market demand and future expectations. The area was originally larger commercial vision with big box, but market demands have now changed. Big box retailers have a large radius, and this area is between Orland Park, Tinley Park, Mokena, and New

Lenox corridors. Brookside Marketplace also serves as competition. The development now has 98 duplex units but has same layout as previously proposed. The commercial area is L shaped around the corner and would be ideally walkable from the Brookside Glen homes. The commercial percentage would be about 23%. He noted Preliminary approvals try to identify Exceptions (similar to variations but with respect to the PUD's vision and goals). Landscaping includes a perimeter buffer with the layout being internal. None of the units front the major roads. The proposed landscaping appears to generally meet the intent of the code. Additional landscaping will be provided around the signage. The main shortage is for shrubs but there are additional understory trees substituted which are easier to maintain and provide a more vibrant look. Aluminum black fencing surrounds the development. Staff proposed the north side of the duplexes abutting the commercial area have a privacy style fence. The development is geared in mind toward empty nesters and younger families so a tot lot park will be ideal for young children and grandchildren. In the Final review the tot lot park will have a more finalized design per what the park district wants to see. Eventually it will go to the park district. There will be three overall types of design and models. The duplexes will be similar but not the same in order to achieve a varied streetscape. The proposal will meet the Village masonry requirements and will have a traditional design with high quality materials like Hardieboard. There will be two signs at Greenway and 80th Avenue. There will be two plats, one to rezone and a preliminary plat which lays out the basic framework. This currently does not include easements or drainage. More details will be provided on the Final review. The CC & Rs will be drafted now and forthcoming. It will be part of the PUD documents. Limitations on accessory structures will be identified. The CC & Rs cannot be less restrictive in the future unless the HOA comes for a deviation.

Dan Ritter stated Michael Stocklose had submitted his list of comments/questions he had previously supplied in 2020 during the conceptual phase. Those were supplied to the Commission and part of the record. Many of the concerns were addressed but Mr. Stocklose is in the audience and can speak to those comments or any concerns he may have as part of public comment.

CHAIRMAN GRAY asked if the applicant had anything to add.

The Petitioners, Mark Kurensky (architect/planner) and Ted Virgilio (civil engineer) both stated they had nothing to add but available for questions.

CHAIRMAN GRAY stated he would invite the Commissioners for comments.

COMMISSIONERS GATTO, GASKILL, and MANI had no comment.

COMMISSIONER SHAW noted they went into detail on this at the workshop and his questions had been resolved at that meeting.

COMMISSIONER WEST had no comment.

CHAIRMAN GRAY observed that there was a difference in fence types, open versus closed, among submitted drawings at the north near the parking lot.

Dan Ritter responded that the fencing was supposed to wrap, and asked the Petitioner to confirm.

Mark Kurensky stated that was the intent to have a solid fence where ever it was adjacent to commercial and that would be corrected on the final plans.

CHAIRMAN GRAY stated that the record would note it does get changed.

Dan Ritter said a condition would not be necessary if that is on the record, and would ensure it's corrected for Final plans to wrap the corner by the 80th Avenue access. He noted that the "daycare" proposed use may not be a daycare in the future as the uses are only conceptual, so a solid fence is still needed to separate the commercial and residential developments.

CHAIRMAN GRAY asked if anyone from the public wished to comment.

Michael Stocklose, 19303 Enclave Lane, was sworn in. He commented that some of the issues from the Conceptual plans were already addressed in the current submittal, such as variety of materials and color, adding personality to the architecture. He raised concerns about traffic overall in the area. He noted that the PUD was initiated over 30 years ago, and said at that time most families only had one vehicle. He believes there will be more now and that a new traffic study should be done to correlate with the times and this development. He lives in the neighborhood and said it is already hard for him to get out on 80th Avenue in rush hour. He felt that had a commercial project went forward it would have had different needs. He believes the current submittal will add an extra 200 to 500 additional cars to the road. He commented that the 191st Street and 80th Avenue construction will affect the number of lanes, and that there should be a dedicated right turn lane on 80th avenue into the development. People trying to turn left won't be paying attention. He suggested a stop sign at along Greenway at the south entrance to the residential development. Regarding landscaping, based on the 20-year history of Brookside Glen, he suggested that trees not be placed 6 feet from buildings, that it is too close. He also suggested using single stem and not multi-stem trees between units. He said he's spent up to \$20,000 replacing pine trim boards which have rotted out from facing the sun. He suggested that composite materials would be longer lasting. He also noted that the brick columns off Greenway have major defects and need repair. It would be a good gesture to repair those signs originally completed by Crana Homes instead of the residents.

CHAIRMAN GRAY asked if anyone else from the public wished to comment. Hearing none, he asked if the Petitioner had any further comments.

Mark Kurensky (architect) was sworn in. He clarified that the traffic study did not consider the 80th Avenue reconstruction and widening. He has had conversations with Cook County and the Village Engineer on making it work and providing access to the B-3 commercial. The overall expansion and reconstruction is taking this development into account. He noted that the access point on 80th Avenue was intentionally moved south to the mid-block point per direction from the Village Engineer. The site across 80th avenue will have a similar access point location. He noted access was part of the reason but also noted that retail is challenging now and needs that full access for any chance of development success.

CHAIRMAN GRAY asked if they put a stop sign at the divided highway off Greenway (entry to villas).

Dan Ritter said in talks with the Village Engineer a four-way stop was determined to not be warranted if there's not a true intersection. Vehicles will need to stop before entering Greenway. Greenway is more like a collector or through street. It may cause some drivers to think other vehicles will stop when they do not, which can create a more dangerous situation.

Mark Kurensky responded that all streets will be dedicated to the Village as right-of-way and that the Village can add it later if they believe it becomes necessary.

CHAIRMAN GRAY asked if there were further public comments. Hearing none, he entertained a motion to close the Public Hearing.

Dan Ritter reviewed the draft Standards of Approval on these requests, summarizing the Rezoning, Special Use for Substantial Deviation, and PUD standards as indicated in the Staff Report.

CHAIRMAN GRAY asked if anyone from the public wished to speak. Hearing none, he entertained a motion to close the Public Hearing.

Motion made by COMMISSIONER MANI, seconded by COMMISSIONER SHAW. CHAIRMAN GRAY requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

There were four motions for this item.

Motion 1-Map Amendment (Rezoning):

COMMISSIONER SHAW made a motion to recommend that the Village Board grant the Petitioner, Frank Bradley on behalf of Crana Homes, a Map Amendment (rezoning) of the Lot 1 of the Brookside Glen Villas

Subdivision at 8001 191st Street (on the southwest corner of 191st St and 80th Ave) from the existing B-3 (General Business & Commercial) zoning district to the R-5 (Low-Density Residential) zoning district in the Brookside Glen Planned Unit Development, and adopt the Findings of Fact as proposed in the October 21, 2021 Staff Report.

Motion seconded by COMMISSIONER GASKILL. Vote taken by Roll Call; all in favor. CHAIRMAN GRAY declared the motion carried.

Motion 2-Special Use for Preliminary Substantial Deviation:

COMMISSIONER GATTO made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Frank Bradley on behalf of Crana Homes, for Preliminary Approval of a Substantial Deviation to the Brookside Glen Planned Unit Development for the property located at 8001 191st Street (on the southwest corner of 191st St and 80th Ave), to be zoned R-5 (Low-Density Residential) and developed with 98 single-family semi-detached duplex units, in accordance with all plans and documents submitted and listed herein, and adopt the Findings of Fact as proposed by in the October 21, 2021 Staff Report.

Motion seconded by COMMISSIONER SHAW. Vote taken by Roll Call; all in favor. CHAIRMAN GRAY declared the motion carried.

Motion 3-Preliminary PUD Plat:

COMMISSIONER GASKILL made a motion to recommend that the Village Board grant approval to the Petitioner, Frank Bradley on behalf of Crana Homes, Preliminary PUD Plat Approval for Brookside Glen Villas Resubdivision (dated July 21, 2021) in accordance with the Preliminary Plat submitted and listed herein, subject to the condition that the Plat approval is subject to approval by the Village Engineer and Village Attorney.

Motion seconded by COMMISSIONER GATTO. Vote taken by Roll Call; all in favor. CHAIRMAN GRAY declared the motion carried.

Motion 4-Final Plat of Subdivision:

COMMISSIONER MANI made a motion to recommend that the Village Board grant approval to the Petitioner, Frank Bradley on behalf of Crana Homes, Final Plat of Subdivision Approval for Brookside Glen Villas Subdivision in accordance with the Final Plat (dated September 30, 2021) submitted and listed herein, subject to the condition that the Final Plat approval is subject to Final approval by the Village Engineer and Village Attorney.

Motion seconded by COMMISSIONER SHAW. Vote taken by Roll Call; all in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY noted the request will be reviewed for First reading by the Village Board on November 2, 2021.

Dan Ritter noted he will be in touch with the Petitioner about the Village Board meeting.



Note: Commercial shown is conceptual and subject to market conditions.

Site Data		
General		
Site Area		± 31.12 ac.
Commercial	23%	± 7.05 ac.
Residential	77%	± 24.07 ac.
Passive Open Space		± 3.6 ac.
Commercial		
Site Area		± 7.05 ac.
Gross Bldg. SF		± 37,000 sf
Parking		± 227
- Ratio		6.1
Residential		
		98 Units
Site Area		± 24.07 ac.
Density		4.1 units/ac.
R-5 Duplex Lot		49 Lots
- Front Yard		25'
- Side Yard		10'
- Rear Yard		30'
Typical Residential Lot		
Lot Area		12,444 sf
Building Area		± 3,600 - 4,800 sf
FAR		± .29 - .38
Lot Coverage		± .37 - .40
Bldg Height (to Mean Height)		20'-6"
Greenspace		± 47-50%



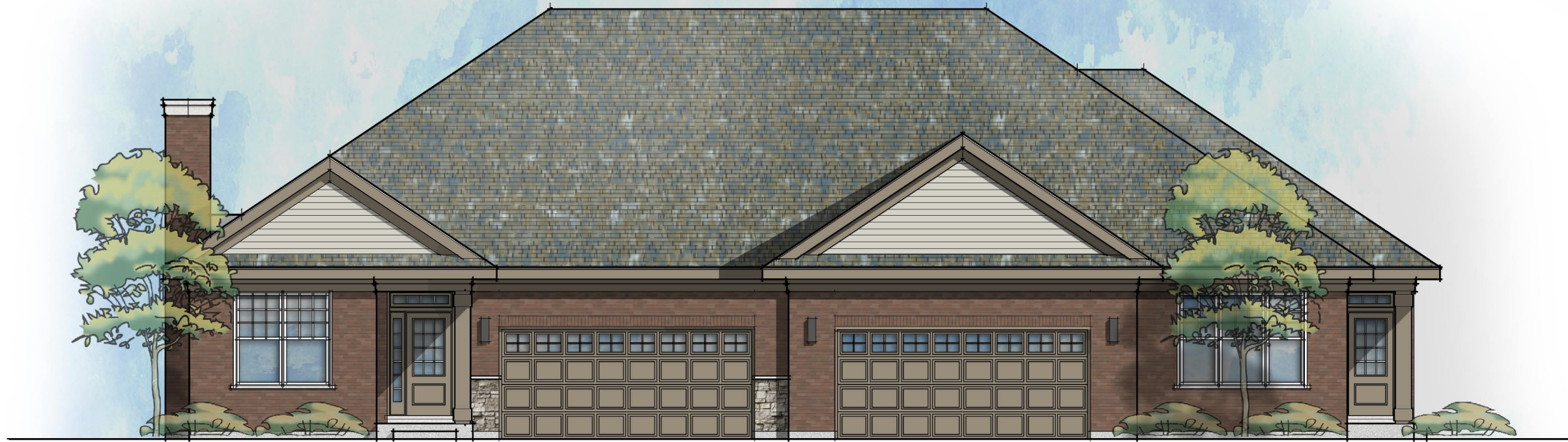
Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



Unit B Side Elevation





Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



Unit B Side Elevation





Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



Unit B Side Elevation





Unit A Front Elevation w/ Gable Opt.

Unit B Front Elevation



Unit B Side Elevation



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

ORDINANCE
NO. 2021-O-076

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PRELIMINARY
SUBSTANTIAL DEVIATION AND PRELIMINARY PUD PLAT FOR PROPERTY
LOCATED AT 8001 191ST STREET (CRANA HOMES BROOKSIDE GLEN VILLAS)**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-076**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PRELIMINARY SUBSTANTIAL DEVIATION AND PRELIMINARY PUD PLAT FOR PROPERTY LOCATED AT 8001 191ST STREET (CRANA HOMES BROOKSIDE GLEN VILLAS)**

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

WHEREAS, a petition for the granting of a Special Use for Preliminary Approval of a Substantial Deviation for a Planned Unit Development to allow for the approved development of property located at 8001 191st Street, Tinley Park, Illinois ("Subject Property"), has been filed by Frank Bradley on behalf of Crana Homes ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on October 21, 2021, at the Village Hall of this Village of Tinley Park ("Village"), and by teleconference per Gubernatorial Executive Order 2020-18 and the "Village of Tinley Park Temporary Public Participation Rules & Procedures", at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 6-0 and has filed its report and findings and recommendations that the proposed Special Use be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report, findings and recommendations; and

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

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

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

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

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

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village;
- B. The Planned Unit Development will not substantially injure, or damage the use, value, and enjoyment of the surrounding property, nor hinder or prevent the development of surrounding property in accordance with the Land Use Plan of the Village;
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated;
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police, and fire protection;
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- F. The street system serving the Planned Unit Development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the Planned Unit Development will be adequate to serve the residents or occupants of the proposed development;
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities, or common open space, the developer shall provide and submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained;
- H. The general development plan shall contain such proposed covenants, easements, and other provisions relating to the bulk, location, and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the Planned Unit Development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development;
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably be required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion;and
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

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;
 - *There is no danger to the public with additional duplex housing proposed.*
- 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;
 - *Residential housing surrounds the development. A residential development is less intense than the originally planned "big box" commercial development.*
- 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 remaining land has been planned in concept for reasonably expected commercial uses. The commercial and residential developments have been planned together.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *There is adequate roadways, utilities, and drainage existing around the site and proposed throughout in the new development.*
- 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;
 - *The ingress and egress access points have been reviewed by the Village Engineer for their best placement on the site and for overall traffic flow for the area.*
- 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; and
 - *The buildings will comply with all other code requirements of the Village not covered by an Exception to the Zoning Ordinance indicated in the PUD documents and plans.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - *The development will add additional residents that help support surrounding businesses and add additional property taxes where the vacant land currently provides very little.*

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

LEGAL DESCRIPTION:

LOT 1 OF THE BROOKSIDE GLEN VILLAS SUBDIVISION BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 19-09-11-200-014-0000

COMMONLY KNOWN AS: 8001 191st Street

SECTION 4: That a Special Use Permit for a Preliminary Substantial Deviation from the Brookside Glen Planned Unit Development for the Subject Property, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**.

SECTION 4: Any future final approval of the Substantial Deviation for Lot 1 of the Brookside Glen Villas shall be in substantial conformance with the approved plans. The commercial portion (Lot 2) of the development shall remain only a conceptual approval without zoning entitlements.

SECTION 6: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

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

SECTION 8: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-076, “AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PRELIMINARY SUBSTANTIAL DEVIATION AND PRELIMINARY PUD PLAT FOR PROPERTY LOCATED AT 8001 191ST STREET (CRANA HOMES BROOKSIDE GLEN VILLAS)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

Exhibit A**LIST OF REVIEWED PLANS**

Submitted Sheet Name	Prepared By	Date On Sheet
Plat of Survey	G&B	12.3.2019
Preliminary Final Site Plan and Site Data	HKM	7.27.21
Preliminary Improvement (Engineering) Plans and Preliminary Plat	BVA	7.21.21
Preliminary Landscape Plan	HKM	9.3.21
Final Plat of Subdivision	G&B	9.30.21
Auto-turn Templates	BVA	
Monument Sign Elevation	HKM	7.27.21
Brookside – Sales Center Site Plan	HKM	7.27.21
Elevations and Streetscape Examples	HKM	7.27.21
Material Board	HKM	7.27.21
Aluminum Fence and Light Specifications	Crana	
Preliminary Declaration of Covenants for Brookside Glen Villas	Crana	N/A

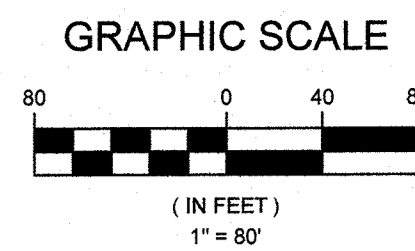
BVA = Branecki-Virgilio & Associates (Civil Engineer)

HKM = HKM Architects + Planners, Inc

G & B = Gremley & Biedermann Surveyors

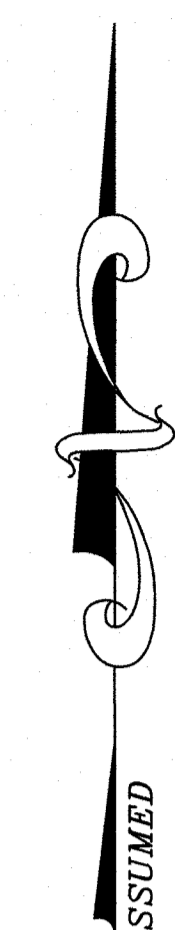
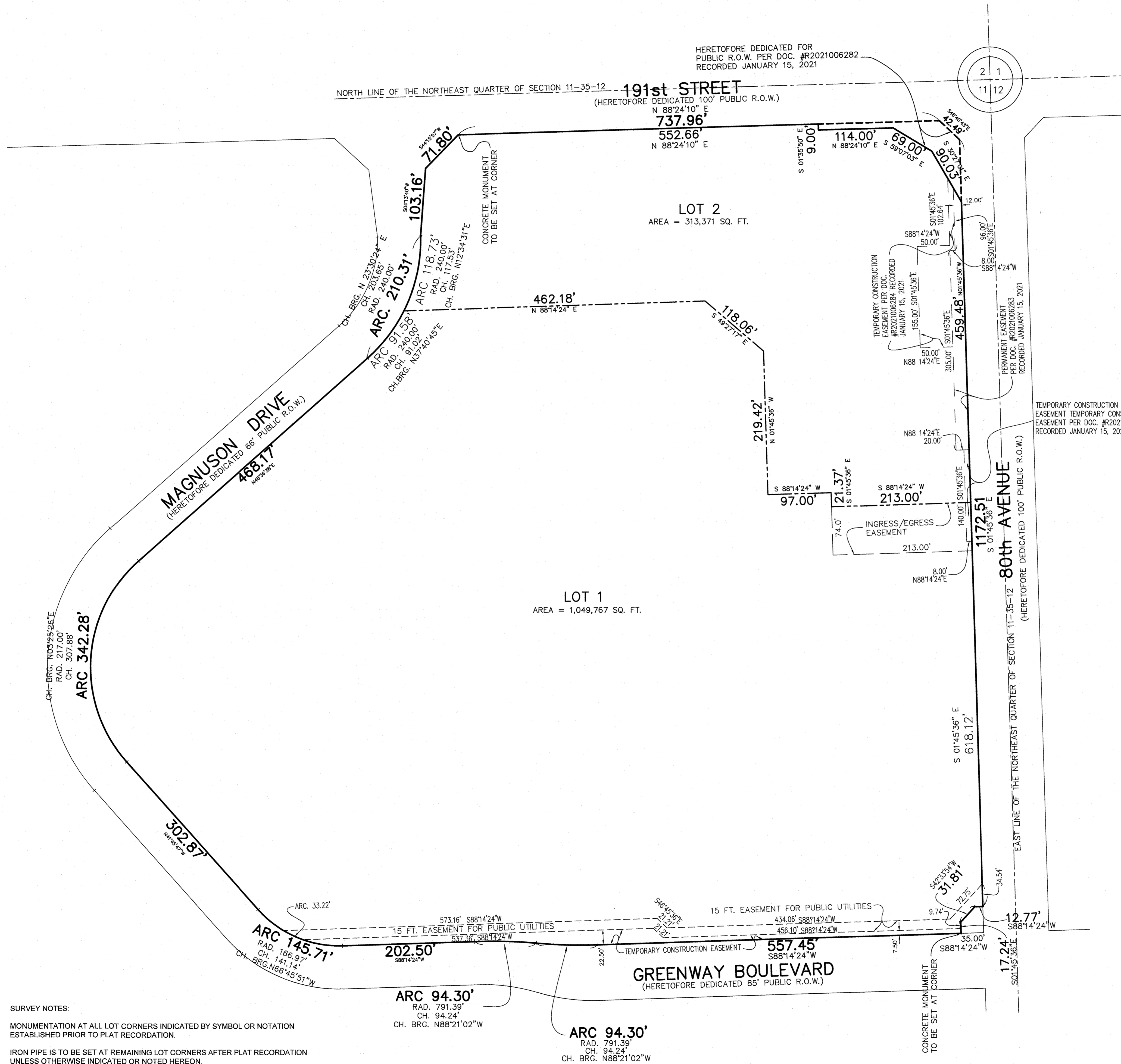
Brookside Glen Villas Subdivision

BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



P.I.N. _____

Owner: Marquette Bank
9533 West 143rd Street
Orland Park, IL 60462



INGRESS/EGRESS EASEMENT
AN EASEMENT FOR INGRESS/EGRESS IS HEREBY RESERVED FOR THE OWNER OF LOT 1 AND LOT 2 UNTIL SUCH TIME AS THAT AREA IS DEDICATED AND ACCEPTED FOR PUBLIC STREET RIGHT OF WAY

ORDERED BY: CRANNA HOMES INC.	CHECKED: DRAWN: BB
ADDRESS: BROOKSIDE GLEN P.U.D. WEST COMMERCIAL AREA	
GREMLEY & BIEDERMANN	
PLCS CORPORATION LICENSE NO. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2021-29306-001	DATE: SEPTEMBER 30, 2021
SCALE: 1 INCH = 80 FEET	PAGE NO. 1 OF 2

SURVEY NOTES:

MONUMENTATION AT ALL LOT CORNERS INDICATED BY SYMBOL OR NOTATION ESTABLISHED PRIOR TO PLAT RECORDATION.

IRON PIPE IS TO BE SET AT REMAINING LOT CORNERS AFTER PLAT RECORDATION UNLESS OTHERWISE INDICATED OR NOTED HEREON.

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

Brookside Glen Villas Subdivision

BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**VILLAGE OF TINLEY PARK
BOARD OF TRUSTEES CERTIFICATE**
State of Illinois)
)ss
County of Cook)

Approved by the President and Board of Trustees of the Village Of Tinley Park, Illinois, This
Day of _____ A.D.20_____.

By: _____
Village President

Attest: _____
Village Clerk

**VILLAGE OF TINLEY PARK
PLAN COMMISSION CERTIFICATE**
State of Illinois)
)ss
County of Cook)

Approved by the Plan Commission of the Village of Tinley Park, Illinois at a meeting held this
Day of _____ A.D.20_____.

By: _____
Chairman

Attest: _____
Secretary

**VILLAGE OF TINLEY PARK
VILLAGE COLLECTOR CERTIFICATE**
State of Illinois)
)ss
County of Cook)

I find no deferred installments of outstanding unpaid special assessments due against any of the land included in the above plat.

Dated: _____ A.D. 20_____.

Village Collector
Village of Tinley Park, Illinois

COUNTY RECORDER CERTIFICATE
State of Illinois)
)ss
County of Will)

This instrument number _____ was filed for record in the recorders office of Will County aforesaid on the _____ day of _____ A.D. 20_____, at _____ o'clock _____ M. and recorded in Book _____ of plats, on page _____.

Will County Recorder

COUNTY CLERK CERTIFICATE
State of Illinois)
)ss
County of Will)

This is to certify that I find no delinquent or unpaid current taxes or special assessments against any of the real estate described in the foregoing certificates. Dated this _____ day of _____ A.D. 20_____.

Will County Clerk

TAX MAPPING CERTIFICATE
State of Illinois)
)ss
County of Will)

I, _____, Director of the Tax Mapping and Platting Office, do hereby certify that I have checked the property description on this plat against available county records and find said description to be true and correct. The property herein described is located in Tax Map# _____ and identified as permanent real estate tax index number (PIN) _____.

Dated this _____ day of _____ A.D. 20_____.

Director

OWNER CERTIFICATE

State of _____)
)ss
County of _____)

The undersigned, as Trustee under Trust Agreement _____ and bearing date _____ and under deed in trust bearing date _____ as document # _____ does hereby certify that it is as such trustee, the owner of the property described hereon and that as such owner has caused the said property to be surveyed and subdivided as shown on the plat hereon drawn. Dated this _____ day of _____ A. D. 20_____.

as trustee, as aforesaid, and not personally

By: _____
President

Attest: _____
Secretary

State of Illinois)
)ss
County of _____)

I, _____, a Notary Public in and for the county in the state aforesaid, do hereby certify that _____ President of _____ and _____ Secretary of said _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ Secretary respectively, appeared before me this day in person and 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 _____ for the uses and purposes therein set forth, and the said _____ Secretary did also then and there acknowledge that he (or she) as custodian of the corporate seal of said _____ did affix the said corporate seal of said _____ to said instrument as his (or her) own free and voluntary act and as the free and voluntary act of said _____ for the uses and purposes therein set forth. Given under my hand and notarial seal this _____ day of _____ A.D. 20_____.

Notary Public

VILLAGE ENGINEER CERTIFICATE
State of Illinois)
)ss
County of Cook)

Approved by the Village Engineer of the Village of Tinley Park, Illinois, this _____ Day

of _____ A.D.20_____.

By: _____
Village Engineer

SURVEYORS CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)SS

I, _____, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED _____, IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH LINE OF GREENWAY BOULEVARD AND WEST LINE OF 80TH AVENUE THENCE SOUTH 88 DEGREES 14 MINUTES 24 SECONDS WEST ALONG SAID NORTH LINE 35.00 FEET TO THE POINT OF BEGINNING; THE NEXT 11 COURSES BEING ALONG THE NORTH AND EAST LINES OF GREENWAY BOULEVARD AFORESAID; THENCE CONTINUING SOUTH 88 DEGREES 14 MINUTES 24 SECONDS WEST 557.45 FEET; THENCE 94.30 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 791.39 FEET CONCAVE NORTHERLY AND WHOSE CHORD BEARS NORTH 88 DEGREES 21 MINUTES 02 SECONDS WEST A DISTANCE OF 94.24 FEET; THENCE 94.30 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 791.39 FEET CONCAVE SOUTHERLY AND WHOSE CHORD BEARS NORTH 88 DEGREES 21 MINUTES 02 SECONDS WEST A DISTANCE OF 94.24 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 24 SECONDS WEST 202.50 FEET; THENCE 145.71 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 166.97 FEET CONCAVE NORTHEASTERLY AND WHOSE CHORD BEARS NORTH 66 DEGREES 45 MINUTES 51 SECONDS WEST A DISTANCE OF 141.14 FEET; THENCE NORTH 41 DEGREES 45 MINUTES 47 SECONDS WEST 302.87 FEET; THENCE 342.28 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 217.00 FEET CONCAVE EASTERLY AND WHOSE CHORD BEARS NORTH 03 DEGREES 25 MINUTES 26 SECONDS EAST A DISTANCE OF 307.88 FEET; THENCE NORTH 48 DEGREES 36 MINUTES 38 SECONDS EAST 468.17 FEET; THENCE 210.31 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 240.00 FEET CONCAVE NORTHWESTERLY AND WHOSE CHORD BEARS NORTH 23 DEGREES 30 MINUTES 24 SECONDS EAST A DISTANCE OF 203.65 FEET; THENCE NORTH 04 DEGREES 13 MINUTES 40 SECONDS EAST 103.16 FEET; THENCE NORTH 44 DEGREES 15 MINUTES 57 SECONDS WEST 71.80 FEET TO A POINT ON THE SOUTH LINE OF 191ST. STREET; THENCE NORTH 88 DEGREES 24 MINUTES 10 SECONDS EAST, ALONG THE SOUTH LINE OF 191ST. STREET 737.96 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 43 SECONDS EAST 42.49 FEET TO A POINT ON THE WEST LINE OF 80TH AVENUE; THENCE SOUTH 01 DEGREES 45 MINUTES 36 SECONDS EAST ALONG THE WEST LINE OF 80TH AVENUE 1172.51 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 24 SECONDS WEST 12.77 FEET; THENCE SOUTH 42 DEGREES 33 MINUTES 54 SECONDS WEST 31.81 FEET; THENCE SOUTH 01 DEGREES 45 MINUTES 36 SECONDS EAST 17.24 FEET, TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR STREET PER DOC. #R2021006282 RECORDED JANUARY 15, 2021, IN WILL COUNTY, ILLINOIS.

CONTAINING 1,363,138 SQUARE FEET OR 31.29 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE CORPORATE LIMITS OF THE TINLEY PARK, WILL COUNTY, ILLINOIS, WHICH HAS ADOPTED A PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN ZONE X ON THE FLOOD INSURANCE RATE MAP WILL COUNTY, ILLINOIS, COMMUNITY PANEL NO. 17197C 0212 G, MAP REVISED FEBRUARY 15, 2019 AND PANEL NO. 17197C 0216 G, MAP REVISED FEBRUARY 15, 2019

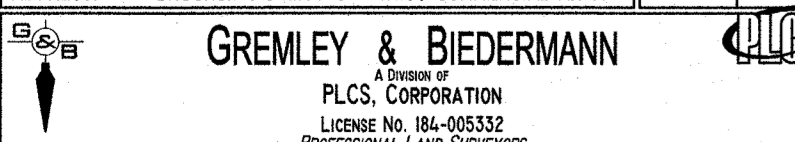
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON DECEMBER 3, 2019.

SIGNED ON _____

BY: _____

PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802
MY LICENSE EXPIRES NOVEMBER 30, 2022

ORDERED BY: CRANNA HOMES INC	CHECKED: DRAWN: BB
ADDRESS: BROOKSIDE GLEN P.U.D. WEST COMMERCIAL AREA	
 GREMLEY & BIEDERMANN A DIVISION OF PLCS CORPORATION LICENSE NO. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2021-29306-001	DATE: SEPTEMBER 30, 2021
SCALE: 1 INCH = 80 FEET	PAGE NO. 2 OF 2

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

RESOLUTION
NO. 2021-R-097

**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF
SUBDIVISION FOR BROOKSIDE GLEN VILLAS AT 8001 191ST STREET
(CRANA HOMES)**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-097**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF
SUBDIVISION FOR BROOKSIDE GLEN VILLAS AT 8001 191ST STREET
(CRANA HOMES)**

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 Plat of Subdivision for Brookside Glen Villas (“Plat”) pertaining to certain real property located at 8001 191st Street, Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; 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 reviewed the proposed Plat on October 21, 2021, at public meetings at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 6-0 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 A**, 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 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

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. 2021-R-097, “A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR BROOKSIDE GLEN VILLAS AT 8001 191ST STREET (CRANA HOMES)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

 KRISTIN A. THIRION, VILLAGE CLERK

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

ORDINANCE
NO. 2021-O-085

AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 8, 1967, KNOWN AS TRUST NUMBER 1270 AND THE DONNA JEAN ALLEN TRUST U/T/A DATED 12-19-2003, FOR THE PURCHASE OF PROPERTY LOCATED AT 17122-17126 OAK PARK AVENUE IN TINLEY PARK, ILLINOIS

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEN M. SULLIVAN
Board of Trustees

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

ORDINANCE NO. 2021-O-085

AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 8, 1967, KNOWN AS TRUST NUMBER 1270 AND THE DONNA JEAN ALLEN TRUST U/T/A DATED 12-19-2003, FOR THE PURCHASE OF PROPERTY LOCATED AT 17122-17126 OAK PARK AVENUE IN 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 President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of a Purchase and Sale Agreement for the purchase of property located at 17122-17126 Oak Park Avenue, Tinley Park, Illinois by First National Bank of Evergreen Park, as Trustee under the Provisions of a Trust Agreement dated July 8, 1967, known as Trust Number 1270 and The Donna Jean Allen Trust U/T/A Dated 12-19-2003, as Seller, to the Village of Tinley Park, as Buyer, in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), substantially in the form attached hereto as **Exhibit 1** (“PSA”);

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

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

SECTION 2: The President and the Board of Trustees hereby approve the Purchase and sale Agreement for the purchase of property located at 17122-17126 Oak Park Avenue, Tinley Park, Illinois by First National Bank of Evergreen Park, as Trustee under the Provisions of a Trust Agreement dated July 8, 1967, known as Trust Number 1270 and The Donna Jean Allen Trust U/T/A Dated 12-19-2003, as Seller, to the Village of Tinley Park, as Buyer, in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), substantially in the form attached hereto as **Exhibit 1**, and the Village President and/or the Village Manager are hereby authorized to execute said Purchase Agreement, subject to review and revisions as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village of Tinley Park 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: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 16th day of November, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 16th day of November, 2021.

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. 2021-O-085, “AN ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JULY 8, 1967, KNOWN AS TRUST NUMBER 1270 AND THE DONNA JEAN ALLEN TRUST U/T/A DATED 12-19-2003, FOR THE PURCHASE OF PROPERTY LOCATED AT 17122-17126 OAK PARK AVENUE IN TINLEY PARK, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (“Agreement”), made and entered into this ___ day of _____, 2021 (“Effective Date”), by and between, the Village of Tinley Park, an Illinois municipal corporation (“PURCHASER”), and First National Bank of Evergreen Park, as Trustee under the Provisions of a Trust Agreement dated July 8, 1967, known as Trust Number 1270 and The Donna Jean Allen Trust U/T/A Dated 12-19-2003 (“SELLER”). SELLER and PURCHASER may be referred to individually as “Party” and collectively as “Parties”.

RECITALS

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 promotion and protection of economic and social vitality; and

WHEREAS, SELLER is the owner of certain real property legally described in Exhibit "A" attached hereto and made a part hereof and commonly known as 17122 and 17126 Oak Park Avenue, Tinley Park, Illinois, PINs 28-30-301-027-0000 and 28-30-301-007-0000 ("Real Property").

WHEREAS, SELLER desires to sell to PURCHASER and PURCHASER desires to purchase from SELLER the Real Property, all improvements thereon, all attachments and all fixtures (collectively “Property”); and

WHEREAS, in order to consummate the sale of the Property to PURCHASER, the Parties desire to enter into this Agreement; and

WHEREAS, SELLER finds the powers exercised hereunder to be in furtherance of the public use and essential to the public interest; and

WHEREAS, the President and the Board of Trustees have determined that entering into this Agreement is in the best interest of the Village of Tinley Park.

AGREEMENT

It is hereby agreed, by and between the Parties, subject to the terms and conditions hereinafter set forth, as follows:

1. Recitals. The above Recitals are incorporated herein by this reference.
2. Purchase and Sale. On the terms and conditions set forth herein, SELLER hereby agrees to sell and convey the Property to PURCHASER and PURCHASER hereby agrees to purchase the Property from SELLER at the Closing (as defined hereinafter).

3. Purchase Price. In consideration for the conveyance of the Property, PURCHASER hereby agrees to purchase the Property from SELLER for the sum of One Hundred Eighty Thousand Dollars (\$180,000.00) ("Purchase Price") to be paid as follows:

a. Deposit. Within seven (7) days after the full execution of this Agreement, PURCHASER shall deposit with the Title Company (as defined hereinafter) the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). The Deposit shall be credited to the PURCHASER against the Purchase Price at Closing.

b. Balance of Purchase Price. The balance of the Purchase Price shall be paid at the Closing in immediately available funds, subject to adjustments as hereinafter provided.

4. Closing. The Parties agree to make all reasonable efforts to close by December 21, 2021, provided that all contingencies to close set forth herein have been met, or at any other such time and place as PURCHASER and SELLER shall mutually agree upon (the "Closing"). If PURCHASER wishes to close earlier, PURCHASER shall provide SELLER a written request to close earlier.

5. Due Diligence Period. PURCHASER shall have forty-five (45) days from the full execution of this Agreement to conduct, at its sole cost and expense, any of its due diligence ("Due Diligence Period"). PURCHASER shall provide written notice to SELLER that PURCHASER is commencing its due diligence ("Due Diligence Notice").

a. Upon receipt of the Due Diligence Notice, SELLER shall provide PURCHASER with copies of the following, if available to SELLER: (i) existing deed; (ii) existing title insurance policy; (iii) existing survey, (iv) copies of title exception documents of record; (v) existing environmental, engineering and soils reports, (vi) existing engineering and/or wetland reports (if applicable), (vii) copies of existing zoning documentation, (viii) copies of tax bills and assessment history for the previous five (5) years; and (ix) all government notices, permits and licenses.

b. During the Due Diligence Period, PURCHASER shall have unlimited access to the Property for the purpose of making inspections, test borings, soil analysis, and such other tests and surveys thereon as deemed necessary by PURCHASER, including a Phase I environmental study and Phase II environmental study if needed. Except to the extent attributable to acts, omissions or negligence of SELLER, or its employees and agents, PURCHASER shall indemnify, defend, and hold harmless the SELLER, its officials, officers, employees, and agents from any claims or demands that may be made by any third party against the SELLER, its officials, officers, employees, and agents arising out of the access granted hereunder. PURCHASER shall, at its sole cost and expense, restore the Property to its condition existing immediately prior to inspection. If the inspections, surveys, test borings or soil analysis do not show to the PURCHASER's

satisfaction that the said Property is suitable for PURCHASER's intended use or indicate, in PURCHASER's sole judgment, that there are hazardous substances present on the Property ("Unacceptable Conditions"), PURCHASER shall notify SELLER of such Unacceptable Conditions prior to the expiration of the Due Diligence Period, and SELLER, at its sole cost and expense, shall remedy and/or correct, to the PURCHASER's satisfaction, the Unacceptable Conditions prior to Closing or if SELLER fails to remedy and/or correct the Unacceptable Conditions, PURCHASER shall have the right to terminate this Agreement by written notice to the SELLER and the Deposit shall be refunded to PURCHASER. The indemnity under this subsection 5(b) shall survive any termination of this Agreement and the Closing.

6. Termination.

a. In the event that any of the conditions precedent contained in this Agreement shall not be fulfilled at the time of Closing, either party may terminate this Agreement, and the Deposit shall be returned to PURCHASER.

b. In the event SELLER fails to remedy and/or correct any Unacceptable Conditions on the Property, PURCHASER shall have the right to terminate this Agreement and the Deposit shall be refunded to PURCHASER pursuant to Section 5(b).

c. In the event of fire, casualty or condemnation, PURCHASER shall have the right to terminate this Agreement pursuant to Section 19.

d. In the event that the sale of the Property fails to close as a result SELLER's breach of its obligations under this Agreement, and such breach has not been cured by SELLER within thirty (30) days after written notice to SELLER by PURCHASER, PURCHASER shall have the right to terminate this Agreement and the Deposit shall be refunded to PURCHASER. In lieu of their termination rights, PURCHASER may seek specific performance of this transaction and damages (including attorneys' fees). PURCHASER's sole remedy in the case of termination of this Agreement shall be the return of the Deposit.

e. In the event that the sale of the Property fails to close as a result of PURCHASER's breach of its obligations under this Agreement, SELLER shall be to retain the Deposit made as liquidated damages, as SELLER's sole and exclusive remedy, it being understood that SELLER's actual damages in the event of such default are difficult to ascertain and that such proceeds represent the Parties' best current estimate of such damages.

7. Prorations. All water and other utilities charges, and rents, if any, and other similar items with respect to the Property shall be prorated between SELLER and PURCHASER as of the Closing. Real Estate property tax prorations shall be based upon 110% of the last ascertainable tax bill issued prior to the Property becoming exempt after having been acquired by SELLER. SELLER shall pay all special assessments levied prior to Closing regardless as to when due.

9. Title Insurance. SELLER, at its sole cost and expense, shall furnish, not less than ten days (10) prior to the Closing, a title commitment for an owners title insurance policy issued by Citywide Title Corp. ("Title Company") in the amount of the purchase price providing standard coverage and full extended coverage over all standard and general exceptions. Any endorsement requested by PURCHASER would be at PURCHASER's expense.

10. Title and Survey Objections.

PURCHASER shall have ten (10) business days after receipt of the Title Commitment and the Survey, respectively, in which to object in writing to SELLER to any defect, encumbrance or matter appearing in the title documents or Survey, respectively. Those matters to which the PURCHASER does not so object shall become Permitted Exceptions. If, within such applicable period, PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter shown in the Title Commitment or Survey, or if at any time prior to closing PURCHASER notifies SELLER in writing of an objection to any defect, encumbrance, or matter to SELLER's title not set forth in the original Title Commitment or Survey, then SELLER shall have, at its option and without any obligation to do so, ten (10) business days after receipt of such notification of objection in which to cure or remove same to PURCHASER's satisfaction. If SELLER does not do so, then PURCHASER may at any time prior to Closing send SELLER and Title Company written notice terminating this Agreement, whereupon Title Company shall immediately release the Deposit to PURCHASER, and neither PURCHASER nor SELLER shall have any further rights or obligations pursuant to this Agreement; otherwise, PURCHASER shall be deemed to have accepted such matter, encumbrance or defect as a Permitted Exception.

11. Title. SELLER shall convey to PURCHASER the Property transferred hereunder by executing and delivering to PURCHASER a general warranty deed ("Deed"), with release of marital and homestead right, if any, subject only to general taxes not yet due and payable and the Permitted Exceptions.

12. Possession. Possession of the Property shall be delivered to PURCHASER at the time of Closing.

13. Conditions Precedent. This Agreement and the transactions contemplated herein are contingent upon each of the following:

a. Condition of the Property. Subject to Section 19, that the Property at Closing is in the same condition, reasonable wear and tear excluded, as it is in on the Effective Date.

b. Interest in Property. At all times prior to Closing, Seller shall not sell, mortgage, pledge, encumber, hypothecate, lease or otherwise transfer or dispose of all or

any part of the Property or any interest therein without the prior written consent of Buyer, which may be given or withheld in Buyer's sole and absolute discretion,

c. Failure of Conditions Precedent. In the event that any of the conditions precedent contained in this Agreement shall not be fulfilled at the time of Closing PURCHASER may terminate this Agreement and the Deposit shall be returned to PURCHASER.

14. Representations of SELLER. SELLER represents and warrants to PURCHASER, which representations and warranties shall survive the Closing of this Agreement, as follows:

a. SELLER'S Title. SELLER warrants and represents that SELLER is the owner of the Property, free and clear of all liens, security interests, charges, claims, or encumbrances, restrictions, restrictions, leases, tenancies, licenses, options, except for the Permitted Exceptions. SELLER has complete right, power and authority to enter into this Agreement and to convey title of the Property to PURCHASER at the Closing by general warranty deed and SELLER represents that as of Closing, these representations shall be true and correct.

b. Violations of Law. SELLER has no knowledge or notice of any violation of any law, ordinance, rule or administrative or judicial order affecting the Property that will in any way affect PURCHASER'S use of, or interest in, the Property. Seller represents and warrants that there are no condemnation, zoning change, or other proceedings or action pending, threatened or contemplated by any governmental body, authority or agency that will in any way affect PURCHASER'S use of, or interest in, the Property.

c. Litigation. SELLER warrants and represents that there is no litigation pending, threatened or contemplated which will affect the Property in any way including, without limitation, the use, ownership and operation of the Property.

d. Hazardous Substances. To SELLER's Knowledge and without any obligation to investigate or inquire, the Property is not contaminated with any Hazardous Substances. For purposes of this Agreement, "*Hazardous Substances*" means any substance or material which gives rise to liability under any of the Environmental Laws. For purposes of this Agreement, "*Environmental Laws*" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and all other applicable state, county, municipal, administrative or other environmental, hazardous waste or substance, health and/or safety laws, ordinances, rules, and regulations pertaining to the environmental or ecological conditions on, under or about the Property. To SELLER's Knowledge, there are no underground storage tanks on the Property.

e. Agreements. SELLER, to the best of SELLER'S knowledge, represents and warrants that this Agreement will not conflict with, result in a breach of the

terms and conditions of, accelerate any provision of, or constitute any default under, any contract or agreement of which SELLER is now or may become a party. Other than this Agreement, there are no leases, licenses or other agreements for the possession or use of the Property, oral or written, or any options to purchase, purchase agreements or letters of intent granting to a person or entity any right or option to purchase the Property, and SELLER will not enter into any such agreements prior to Closing.

f. Authorization. SELLER warrants and represents that SELLER has complete right, power and authority to enter this Agreement and to perform each of SELLER'S obligations under this Agreement.

15. Representations of the PURCHASER. PURCHASER represents and warrants to SELLER, which representations and warranties shall survive the Closing of this Agreement, as follows:

a. Authorization. PURCHASER represents and warrants that that it has complete right, power and authority to enter this Agreement and to perform each of its obligations under this Agreement.

b. Litigation. PURCHASER, to the best of PURCHASER'S knowledge, warrants and represents that there is no litigation pending, threatened or contemplated relating to or affecting PURCHASER in which an adverse determination would have a materially adverse effect on the ability of PURCHASER to perform its obligations under this Agreement or consummate the transactions contemplated herein. PURCHASER is not subject to any judgment, order, decree or other governmental restriction specifically applicable to PURCHASER, which would have a materially adverse effect on the consummation of the transactions contemplated herein.

16. Escrow Closing. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform to this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be paid equally by the Parties.

17. Closing Documents. At the time of the Closing, the Title Company shall prepare a Closing Statement which shall be signed by each of the Parties and shall indicate appropriate debits and credits on account of the purchase price, prorations and security as more fully described in this Agreement. The SELLER shall furnish an Affidavit of Title covering the time of closing, subject only to the Permitted Exceptions allowed for under this Agreement and shall sign all customary ALTA forms.

18. Closing Costs. SELLER shall pay for the charges for the owner's title search and title insurance policy, and ALTA survey. Any remaining closing costs shall be paid equally by the Parties. PURCHASER shall pay for the charges for recording the Deed, due diligence studies,

environmental reports, or other engineering studies or updates.

19. Fire, Casualty or Condemnation. In the event that, on or prior to the Closing, all or any portion of the Property is destroyed by fire or other casualty or is taken or proposed to be taken through condemnation, PURCHASER may elect, within thirty (30) days after the date of such casualty or condemnation, at its sole option, either to:

(a) Terminate this Agreement, or

(b) Proceed with the Closing of the transactions contemplated by this Agreement, in which case SELLER shall turn over to PURCHASER at the Closing, by certified funds, all insurance proceeds and/or condemnation awards theretofore paid in connection with such casualty and/or taking and shall also assign to PURCHASER, by writing in form and substance reasonably acceptable to PURCHASER, all of SELLER'S right, title and interest in and to all insurance proceeds and/or condemnation awards in connection therewith.

20. Indemnification.

a. PURCHASER shall indemnify, defend and hold harmless SELLER, its officials, officers, employees, and agents from and against any and all loss, costs, damages, injury, expenses, or claims arising out of any breach by or non-performance of PURCHASER of its obligations, representations, warranties or covenants hereunder. PURCHASER further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by PURCHASER of any such Losses.

b. SELLER shall indemnify, defend, and hold harmless PURCHASER from and against any and all loss, costs, damages, injury, expenses, or claims arising out of any breach by or non-performance of SELLER of its obligations, representations, warranties or covenants hereunder. SELLER further agrees to pay any reasonable attorneys' fees and expenses incident to the defense by SELLER of any such Losses. Such indemnification obligation shall survive the closing.

21. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to such matter, and each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding.

22. Assignment. PURCHASER shall not assign this Agreement or its rights hereunder without the written consent of SELLER, and SELLER shall not assign this Agreement or its rights hereunder without the written consent of PURCHASER.

23. Duplicate Copies. This Agreement may be executed in duplicate, each of which shall be deemed an original.

24. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served upon any Party hereto by the other Party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the Party to whom it is directed, or in lieu of such personal service, by sending a written copy by United States certified mail-return receipt requested, postage prepaid, e-mail, or express mail (i.e. Federal Express, Purolator, etc.), addressed as follows:

To PURCHASER at: Patrick Carr
Village Manager
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, Illinois
pcarr@tinleypark.org

With a Copy to: Kevin Kearney
Peterson Johnson & Murray Chicago, LLC
200 W Adams, Suite 2125
Chicago, IL 60606
kkearney@pjmchicago.com

To SELLER at: Russell F. Kazda
KazdaLaw, P.C.
17112 S. Oak Park Ave.
Tinley Park, IL 60477
russ@kazdalaw.com

If notice is given by certified mail or express mail, such notice shall be deemed given upon receipt or refusal of receipt. Either Party may change their address for the purposes of this section by giving written notice of such change to the other Party in the manner provided for in this section.

25. Governing Law. This Agreement shall be construed and interpreted in accordance with the law of the State of Illinois.

26. Inurement. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it, and their respective heirs, legal representative, successors and assigns.

27. Attorney Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees to and through all appellate proceedings, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

28. Captions. Captions of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

29. Survival. The warranties and representations made in this Agreement by either Party to the other shall be deemed remade by all Parties as of the Closing, and shall be true and correct at such time. The warranties, representations, indemnifications and other agreements contained in this Agreement shall survive the Closing and shall not merge into the Deed.

30. Venue. The sole and exclusive venues for any lawsuit filed and arising out of this Agreement shall be the Circuit Court of Cook County, Illinois or the United States District Court, Northern District of Illinois.

31. Confidentiality. To the extent permitted by law, PURCHASER and SELLER shall endeavor to maintain the confidentiality of this Agreement, but SELLER shall be permitted to disclose such information and documents to officials, officers, employees, agents, attorneys and consultants as SELLER in its sole discretion, deems appropriate in order to complete the transaction contemplated by this Agreement and to comply with any and all provisions of the Illinois Open Meetings Act and the Illinois Freedom of Information Act. PURCHASER understands and agrees that the provisions of this Agreement shall be a matter of public record. SELLER shall make all disclosures in the manner and within the time required by law.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

PURCHASER:

SELLER:

THE VILLAGE OF TINLEY PARK

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A
Legal Description

THAT PART OF BLOCK 2 IN SUBDIVISION OF EAST HALF OF THE NORTH HALF OF LOT 1 IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1879 AS DOCUMENT NUMBER 246452 IN BOOK 14 OF PLATS, PAGE 82, DESCRIBED AS FOLLOWS:

A PARCEL OF GROUND IN BLOCK 2, IN McCLARY'S SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE DIRECTLY SOUTH 49.50 FEET; THENCE WEST 380 FEET PARALLEL TO THE NORTH LINE OF SAID BLOCK 2; THENCE NORTH 49.50 FEET; THENCE EAST 380 FEET PARALLEL TO THE NORTH LINE OF BLOCK 2 TO A POINT OF BEGINNING (EXCEPT THE RIGHT-OF-WAY OF DRAINAGE COMMISSIONERS), ALSO

THE WEST 10 FEET OF THE EAST 155 FEET OF THE DESCRIBED REAL ESTATE TO WIT: THAT PART OF BLOCK 2 IN THE SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF LOT 1 IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK THENCE NORTH 82.50 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID BLOCK 300 FEET AND 2 INCHES; THENCE IN A SOUTHEASTERLY DIRECTION 115 FEET AND 11 INCHES TO THE SOUTH LINE OF SAID BLOCK; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 219 FEET AND 7 INCHES TO A POINT OF BEGINNING.

PINs: 28-30-301-027-0000 and 28-30-301-007-0000

Property Address: 17122-17226 Oak Park Avenue
Tinley Park, IL 60477

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT