

**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, April 19, 2022, 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: \_\_\_\_\_  
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**ITEM #2**

SUBJECT:            CONSIDER APPROVAL OF MINUTES OF THE REGULAR  
                         VILLAGE BOARD MEETING HELD ON APRIL 5, 2022.

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

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

SUBJECT:            RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS  
                         SPOTLIGHT - AVOCADO THEORY AND A BETTER RESUME SERVICE -  
                         **President Glotz and Clerk O'Connor**

ACTION:            Discussion:  
                         1. Avocado Theory's Oak Park Avenue location is the first avocado-themed restaurant in the country to offer a wide range of creative and nutritious avocado-based selections, from traditional guacamole to sushi and cheesecake. Avocado Theory Express, at 17111 88th Avenue, now offers quicker access for carry-out orders on the west side of the Village. We are pleased to welcome back Kru Patel, Owner of Avocado Theory.  
                         2. A Better Resume Service, Inc. has over 20 years of experience in providing customized resumes, letters, and coaching services that deliver results in today's competitive Midwest employment environment. Please join me in welcoming Rick Hansen of A Better Resume Service.

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

SUBJECT: CONSIDER THE APPOINTMENT OF DAVID ADAMSKI TO THE POSITION OF ASSISTANT FINANCE DIRECTOR - **President Glotz**

ACTION: Discussion: David has been identified as a highly qualified candidate to serve in position of Assistant Finance Director. He has over 15 years of related experience in various areas of accounting and finance including public, corporate, governmental, and investment accounting. He has successfully overseen financial projects, prepared numerous financial reporting documents, worked collaboratively across functional areas, and supervised a large staff. Most recently he has served as the Comptroller for the Illinois Municipal Retirement Fund. David holds a Masters of Business Administration in Finance. **Consider appointing David Adamski to the position of Assistant Finance Director effective April 20, 2022.**

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

SUBJECT: CONSIDER THE APPOINTMENT OF VINCENT CANDELERO TO THE POSITION OF 911 DISPATCHER - **President Glotz**

ACTION: Discussion: Vincent has 15 years of experience in dispatching both emergency and non-emergency calls for police, fire, and ambulance services working for a centralized dispatch center. He is skilled at operating radio transmitters, a multi-line phone system, and computer terminals simultaneously for multiple jurisdictions. He is EMD and IDPH EMD certified as well as LEADS full access certified. He has received three (3) Certificates of Commendation during his dispatching career. **Consider appointing Vincent Candelero to the position of 911 Dispatcher effective April 20, 2022.**

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

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2022-R-037 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SIKICH LLP FOR ANNUAL FINANCIAL AUDIT SERVICES.
- B. CONSIDER ADOPTING RESOLUTION 2022-R-035 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AT&T FOR DEDICATED INTERNET AND VOICE BUNDLE IN THE MONTHLY AMOUNT OF \$1,775.40.

- C. CONSIDER REQUEST FROM THE KNIGHTS OF COLUMBUS TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY, SEPTEMBER 16, AND SATURDAY, SEPTEMBER 17, 2022, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- D. CONSIDER REQUEST FROM AMERICAN LEGION POST 615 TO CONDUCT A QUEEN OF HEARTS RAFFLE FROM APRIL 20, 2022, TO APRIL 19, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$250,000. WINNERS WILL BE DRAWN AT THE AMERICAN LEGION POST 615, 17423 67TH COURT, EACH THURSDAY.
- E. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,570,299.03 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED APRIL 8, AND 15, 2022.

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

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

SUBJECT: CONSIDER ORDINANCE 2022-0-024 APPROVING THE ANNUAL BUDGET OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS FOR THE FISCAL YEAR ENDING APRIL 30, 2023 - **Trustee Sullivan**

ACTION: Discussion: On March 15, 2022, the Village Board reviewed and recommended approval of the draft proposed Budget for fiscal year ending April 30, 2023. In accordance with State Statutes, a copy of the proposed budget has been available for public inspection at least ten days prior to its adoption. The draft budget has been posted and available on the Transparency Portal of the Village website since April 8, 2022. As also required, a Public Hearing was held within seven days of making the proposed budget available for public inspection on April 12, 2022.

The proposed total expenditure budget for the General Fund is \$67,948,479. The Tinley Park Public Library is also included in the overall Village budget, and the proposed total expenditure budget for the Library's General Fund is \$6,624,670. The proposed total expenditure budget of all Village Funds, including the Tinley Park Public Library is \$192,918,603. **This Ordinance is eligible for adoption.**

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

**SUBJECT:** CONSIDER RESOLUTION 2022-R-033 AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUNDS, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND - **Trustee Sullivan**

**ACTION:** Discussion: This Resolution provides for a series of year end transfers following established fiscal practices as outlined in the Fiscal Policies Manual. These transfers are supported by the excess of revenues over expenses that may exist at the close of the April 30, 2022 fiscal year; or from the Fund Balance of the designated fund initiating the transfer. The transfers are made to support capital and debt service reserve funds for both the short-term (upcoming fiscal year) and long- term (beyond the upcoming fiscal year) financial needs of the Village to support the replacement of infrastructure, equipment, and provide for debt service on outstanding bonds. The Resolution establishes not to exceed amounts for the contemplated transfers of \$15,000,000 from the General Fund; \$5,000,000 from the Water and Sewer Funds (Water Retail, Water Wholesale, and Sewer), and \$1,000,000 from the Commuter Parking Lot Fund. The actual dollar amount of the transfers will be determined once the fiscal year has closed and may be less than the provided maximums. **This Resolution is eligible for adoption.**

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

**SUBJECT:** CONSIDER ADOPTING RESOLUTION 2022-R-025 AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH THE COOK COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION OF PROPERTY - **Trustee Brady**

**ACTION:** Discussion: The Village has signed a terms sheet with the Cook County Land Bank Authority to move forward with the purchase of two parcels located at 6825 and 6827 171st Street. The price for both parcels is \$65,000. This resolution provides the Village Manager authority to continue to move this purchase forward with the Cook County Land Bank Authority. This item was discussed at the Committee of the Whole prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ORDINANCE 2022-O-026 APPROVING THE AMENDMENTS OF SECTIONS 132.5 (CANNABIS) AND 132.6 (DRUG PARAPHERNALIA) OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES - **Trustee Mueller**

ACTION: Discussion: The proposed ordinance implements changes to the Village Code of Ordinances that aligns the Village’s regulations with current state law that preempts municipalities and allows for certain sale, possession, and use of cannabis by adults within the State of Illinois.

This item was discussed at the March 15, 2022, Committee of the Whole meeting. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-027 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE PARK PLACE PUD AT 16200 HARLEM AVENUE (ASCEND ILLINOIS, LLC) - **Trustee Mueller**

ACTION: Discussion: The Petitioner requests a Special Use for a Substantial Deviation from the Park Place PUD to remove the requirement of a restaurant use on the property. Any uses listed in the underlying B-3 district would be allowed.

The Plan Commission held a Public Hearing on April 7, 2022, and voted 7-0 to recommend approval of the Special Use in accordance with the listed plans and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-028 GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE CANNABIS DISPENSING ORGANIZATION TO ASCEND ILLINOIS, LLC AT 16200 HARLEM AVENUE - **Trustee Mueller**

ACTION: Discussion: Ascend Illinois, LLC requests a Special Use Permit to operate an Adult-Use Cannabis Dispensing Organization at the subject property in the B-3 PUD zoning district.

The Plan Commission held a Public Hearing on April 7, 2022, and voted 7-0 to recommend approval of the Special Use in accordance with the listed plans and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-028 APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR LOYOLA MEDICINE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Shawn Vincent on behalf of Loyola Medicine (property owner), has requested Final Plat approval for a Plat of Subdivision related to the Loyola Medicine Ambulatory Care facility dated April 5, 2022.

The Plan Commission reviewed the Final Plat of Resubdivision at the April 7, 2022, meeting and voted 6-0 to recommend approval subject to the two conditions as outlined in the staff report. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-029 AMENDING TITLE XV CHAPTER 155 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “CODE” PERTAINING TO THE ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL CODE, 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE, AND THE 2017 NATIONAL ELECTRICAL CODE - **Trustee Mueller**

ACTION: Discussion: Staff is requesting to amend Ordinance 2016-O-055 in order to adopt the 2021 IRC, 2021 IPMC and the 2017 NEC. The last update to the Village Code occurred in October 2016, which included the 2012 adoption of the ICC codes specifically the International Residential Code (IRC), International Building Code (IBC), International Mechanical Code (IMC), International Energy Conservation Code (IECC) International Fire Code (IFC).

This item was discussed at the April 5, 2022, Committee of the Whole Meeting. **This ordinance is eligible for adoption.**

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

**SUBJECT:** CONSIDER ADOPTING RESOLUTION 2022-R-034 APPROVING THE PURCHASE OF A FIRE ENGINE IN THE AMOUNT OF \$830,000 - **Trustee Brennan**

**ACTION:** Discussion: The proposed purchase is for a new fire engine to be added to the fleet of the Village's Fire Department. As has historically been the practice with major equipment purchases for the Fire Department, the cost of the new engine would be shared between the Village of Tinley Park and the Tinley Park Fire Department Association. The Association proposes to fund 20% of the cost of the vehicle (\$159,497). The new engine will be purchased through the Houston-Galveston Area Council Purchasing Cooperative. Items purchased through this cooperative have been subjected to a competitive bidding process before they are offered to the members of the municipal conference. Funds for the Village's share (\$637,989) of the purchase were budgeted and available in the current Fiscal Year budget. The Tinley Park Fire Department Association has already approved their share of the funding. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

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

**SUBJECT:** CONSIDER ADOPTING RESOLUTION 2022-R-038 APPROVING A CONTRACT WITH STRADA CONSTRUCTION COMPANY FOR THE 2022 CONCRETE FLATWORK & CURB PROGRAM - **Trustee Mahoney**

**ACTION:** Discussion: The Village's annual Sidewalk Flatwork and Curb Program addresses any required concrete maintenance. The scope of work consists of removal, replacement and construction of new concrete sidewalk, curb and gutter, and driveways at various locations throughout the Village as determined by Staff.

Consider awarding a contract to Strada Construction Company in the amount of \$120,820 plus \$79,180 contingency amount. Total contract amount not to exceed \$200,000. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: RECEIVE COMMENTS FROM STAFF -

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

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

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

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

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

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- 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.

ADJOURNMENT



**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD APRIL 5, 2022**

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 April 5, 2022. President Glotz called this meeting to order at 6:38 p.m.

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

Clerk O'Connor called the roll. Present and responding to roll call were the following:

Village President:	Michael W. Glotz
Village Clerk:	Nancy O'Connor
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 Brennan, seconded by Trustee Mueller, to approve the agenda as written or amended for this meeting. Vote by voice call. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to approve and place on file the minutes of the Special Village Board Meeting held on March 15, 2022. 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 proclaim **APRIL 10 TO APRIL 16, 2022, AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK IN THE VILLAGE OF TINLEY PARK**. Whether it's a fire, robbery, medical, or another personal emergency, there's always someone to answer our call for help in our moment of need. The Tinley Park 911 Center is staffed 24/7, 365 days a year, and these professionals, also known as Telecommunicators, are prepared to answer your emergency. The Village appreciates all the dedication and hard work the Telecommunicators do every day. 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.

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

- The Barketplace, 17258 Oak Park Avenue
- VCI Med Spa, 8505 183rd Street, Suite B

Motion was made by Trustee Brennan, seconded by Trustee Brady, to appoint **PIMENTEL TO THE POSITION OF 911 DISPATCHER**. Orlando has over 26 years of experience in dispatching emergency and non-emergency services working for another municipality for 20 years and then transitioning to a centralized 911 call center remaining dedicated to serving the community. He has been LEADS certified and is a former APCO Certified Trainer. 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 appoint **SANDRA YOUNG TO THE POSITION OF APPLICATION SUPPORT ANALYST**. Sandra has over 24 years of experience in Information Technology holding various front-end user and back-end development roles supporting the technology needs of a large organization. She is skilled in a broad range of project management, database, and systems administration, software development, and help desk support functions. She has multiple years of experience interacting with project stakeholders, training new users, supporting internal end-users, data extraction, and vendor management. Sandra holds a Bachelor of Science in Computer Science. 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 Sullivan, to appoint **AMANDA GAUS TO THE POSITION OF SPECIAL EVENTS SPECIALIST**. Amanda has over 15 years of experience in marketing, programming, and special events management working in various corporate marketing and recreation management roles. She has managed numerous programs and facility projects as well as coordinated large special events. She has found innovative ways to create success in event planning, facility management, recreational programming, marketing, and aquatics. Amanda holds a Bachelor of Arts degree in Business Administration with a concentration in Marketing and Management. 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 appoint **PASTOR RICCI DEL PRIORE TO THE POSITION OF FIRE DEPARTMENT CHAPLAIN**. Ricci Del Priore is a Pastor for Parkview Christian Church and has nearly 11 years of experience. He has been the campus pastor at the Parkview Christian Church New Lenox location since its opening in 2016. Pastor Ricci is very passionate about helping first responders and has graciously volunteered his time to provide spiritual support and encouragement to the members of the Tinley Park Fire Department. 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 appoint **TIMOTHY O'HAGAN TO THE POSITION OF ASSISTANT FIRE CHIEF**. Tim began his fire service career as a volunteer firefighter in 1983 for the Village of Tinley Park and has continued to serve the community and Fire Department for over 38 years. With his dedication to the department, he has served as President of the Firefighters Association for over 25 years and more recently assisted with the personnel division's key initiatives.

Tim has achieved numerous certifications, including Advanced Fire Officer, and holds an Associate Degree in Business Science. In addition, Tim brings his expansive fire service experience into the classroom for firefighters across the State of Illinois as an instructor with the Illinois Fire Service Institute. Tim also volunteers with the Illinois Firefighter Peer Support Team, helping support fellow firefighters' mental health. Tim enjoys being involved in the community and fire department events, including the parade and annual charity golf outing. 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 appoint **WILLIAM MURRAY TO THE POSITION OF ASSISTANT FIRE CHIEF**. Bill joined the Tinley Park Fire Department in 2001 and over the past 20 years rose through the ranks serving most recently as Captain of Station 48. He also works full-time as the Assistant Chief of Operations for the Romeoville Fire Department.

Bill grew up in Tinley Park and is a graduate of Andrew High School and a former Tinley Park Bulldog. He received his Associate's Degree from Moraine Valley Community College and is now in his final year at Southern Illinois University where he is pursuing his bachelor's degree in Fire Service Administration. In addition, he has achieved the highest level of executive leadership education in the State of Illinois and holds the Chief Fire Officer Certification from the Office of the State Fire Marshal. Additionally, he currently teaches classes for the Illinois Fire Service Institute as well as the Romeoville Fire Academy and is a licensed Drone Operator through the Federal Aviation Association, and participates in missing person searches. 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.

At this time Clerk O'Connor conducted a **SWEARING IN CEREMONY FOR ASSISTANT FIRE CHIEF TIMOTHY O'HAGAN AND ASSISTANT FIRE CHIEF WILLIAM MURRAY**.

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

- A. CONSIDER ADOPTING RESOLUTION 2022-R-025 AUTHORIZING AN AGREEMENT WITH BETTENHAUSEN & ASSOCIATES, LLC FOR AN AMOUNT NOT TO EXCEED \$90,000.
- B. CONSIDER APPROVAL OF FUNDING FOR THE VisitTinleyPark.com TOURISM WEBSITE.
- C. CONSIDER ADOPTING RESOLUTION 2022-R-026 APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND KIRBY SCHOOL DISTRICT 140 FOR SCHOOL SAFETY LIGHTS AT 80TH AVENUE & 167TH STREET AT AN ESTIMATED COST TO THE VILLAGE OF \$20,000.
- D. CONSIDER ADOPTING RESOLUTION 2022-R-027 APPROVING A CONTRACT RENEWAL BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING & LAWN SPRINKLING, INC. FOR 2022 IRRIGATION MAINTENANCE IN THE AMOUNT OF \$41,339.41.
- E. CONSIDER PAYMENT OF IMPACT FEES THROUGH FEBRUARY 2022 IN THE AMOUNT OF \$1,300 TO CONSOLIDATED HIGH SCHOOL DISTRICT 230.
- F. CONSIDER REQUEST FROM HARALD VIKING LODGE #13 TO CONDUCT A QUEEN OF HEARTS RAFFLE BEGINNING APRIL 6, 2022, WITH THE WINNER BEING DRAWN EACH TUESDAY AT THE VIKING LODGE, 6730 175TH STREET.

G. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,457,065.27 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FRIDAY, MARCH 18 AND 25, AND APRIL 1, 2022.

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 Brennan, to adopt and place on file **ORDINANCE 2022-O-023 APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND GSP DEVELOPMENT, LLC, FOR THE SALE OF PROPERTY LOCATED AT 7551 191ST STREET IN TINLEY PARK, ILLINOIS.** This Ordinance seeks approval of the execution of a purchase and sale agreement for the property located at 7551 191st Street (southwest corner of 191st and Harlem Avenue) to GSP Development, LLC in the amount of \$1,700,000. 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 **RESOLUTION 2022-R-029 APPROVING A QUALIFIED BASED SELECTION (QBS) PROCEDURE.** Qualification Based Selection (QBS) ensures that federal agencies receive highly technical architect and engineering services from the most experienced and well-qualified firms at a fair and reasonable cost. The QBS process is required by State and Federal law for certain public projects in Illinois. Adopting a standard Village QBS procedure provides consistency and expedites projects moving forward. This item was discussed at the Committee of the Whole Committee 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 Sullivan, to adopt and place on file **RESOLUTION 2022-R-030 APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY, ILLINOIS BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR 175TH STREET - OAK PARK AVENUE TO RIDGELAND AVENUE.** This Resolution seeks approval of an amendment to Resolution 2017-R-040, an IGA with Cook County increasing the County's total estimated cost for the 175th Street - Oak Park Avenue to Ridgeland Avenue project from \$482,562 to \$532,560. 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 **RESOLUTION 2022-R-031 APPROVING A SERVICE CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CARDNO, NOW STANTEC, FOR STORMWATER AREA MAINTENANCE - FY 2023 (YEAR 1 OF 3).** This requested service contract is for a qualified contractor to provide maintenance for stormwater areas including installation and stewardship for naturalized areas at various locations throughout the Village. Public Works is recommending that we approve a service contract to Cardno, now Stantec, in the amount of \$228,000. 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 Brennan, seconded by Trustee Sullivan to adopt and place on file **RESOLUTION 2022-R-032 APPROVING A SERVICE CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE BED MAINTENANCE (YEAR 1 OF 3)**. This requested service contract is for a qualified contractor to provide maintenance to the Villages' 5.6 acres of landscape beds throughout Tinley Park. Public Works is recommending that we approve a contract to City Escape Garden and Design, LLC in the amount of \$153,089.46. 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.

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

Community Development Director Kimberly Clarke announced the new Starbucks on LaGrange Road will be opening on Saturday, April 9<sup>th</sup>.

Marketing Director Donna Framke announce that the Photos with Bunny will be presented at the Oak Park Avenue Train Station on Sunday, April 10<sup>th</sup> from noon – 3:00 p.m.

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

Trustee Galante stated that the Reta L. Brudd Memorial Scholarship program is accepting applications through tomorrow, April 6<sup>th</sup>. Trustee Galante also stated that Tinley Park White Sox Night is June 10<sup>th</sup> at Guaranteed Rate Field. She also stated that the Marketing Commission discussed the new tourism program at their meeting held on April 4<sup>th</sup> and she is excited for the future of this program.

Trustee Galante commented on issues she is having with a fellow Board member, accusing the Board member of assisting in the harassment of her family member. She also commented on issues she is having with social media posts by a citizen.

Trustee Brady reported that Father CC Boyle Knights of Columbus fundraiser collected close to \$3,500. This fundraiser was discussed at a previous Board meeting. He sent kudos to the Knights of Columbus for all their efforts.

Clerk O'Connor asked Trustee Galante to provide her fellow Board members the proof regarding the accusations made in her comments regarding the harassment by a fellow Board member to her (Trustee Galante's) family member.

After several interruptions by Trustee Galante, Village President Glotz asked Trustee Galante to stop interrupting other Board members while they are giving their Board comment. He stated that if she continues he will take a vote of the Board to have her removed from the meeting.

President Glotz then commented on Trustee Galante's accusations and complaints.

President Glotz thanked the following staff members for their hard work:

- Community Development Department for their work with the new Starbucks stores on LaGrange Road and 171<sup>st</sup> Street;
- Village Manager Pat Carr and Assistant Village Manager Hannah Lipman on leading staff through a successful budget process. He also congratulated Department Heads for their hard work.
- Marketing Director Donna Framke and the Marketing Department for their work with the Tourism Program;
- Village Attorney Paul O’Grady for his work with the Purchase & Sale Agreement with GSP for the property located at 191<sup>st</sup> Street and Harlem Avenue.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adjourn the Village Board meeting at 7:38 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 O'Connor

# **CONSIDER THE APPOINTMENT OF:**

**DAVID ADAMSKI - ASSISTANT FINANCE DIRECTOR**

**VINCENT CANDELERO - 911 DISPATCHER**

**President Glotz**



# **CONSIDER THE APPOINTMENT OF:**

**DAVID ADAMSKI - ASSISTANT FINANCE DIRECTOR**

**VINCENT CANDELERO - 911 DISPATCHER**

**President Glotz**



# Interoffice

# Memo

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**Date:** April 13, 2022

**To:** Village Board

**From:** Hannah Lipman, Assistant Village Manager/Interim Treasurer

**CC:** Brad Bettenhausen, Financial and Administrative Consultant

**Subject:** Annual Financial Audit Services

The Village has received a service proposal from Sikich LLP, who has served as the Village's Financial Auditor since 2017, where they were awarded a five (5) year contract through 2021.

Auditing is considered a professional service which is not required to be solicited by bid. The Village has periodically solicited proposals for audit services over the years to assure it is receiving the level of services and pricing to meet the Village's needs. Sikich LLP has provided a high level of service over the past several years. In addition, there is certain added benefits to efficiencies because of familiarity with the Village's accounting systems and financial records in retaining Sikich LLP at this time.

By means of background, Sikich LLP offers, but is not limited to, the following:

- \* Decades of industry expertise and experience in the area of governmental accounting.
- \* Depth of staff and resources that are available to assist the Village in matters related to the annual audit services, as well as other matters outside the scope of the audit itself.
- \* Depth of experience in the governmental "industry." The firm is providing services to over 450 governmental entities.

Staff recommends approving a three-year (3) contract, with an option of two (2) additional years. The cost for the first year is \$58,795. The second year is \$60,500 and the third year is \$62,250.



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

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**RESOLUTION**  
**NO. 2022-R-037**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND SIKICH LLP FOR ANNUAL FINANCIAL AUDIT SERVICES**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

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**RESOLUTION NO. 2022-R-037****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SIKICH LLP FOR ANNUAL FINANCIAL AUDIT SERVICES**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Sikich LLP, a true and correct copy of the Service Proposal 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 "Service Proposal" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**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 19<sup>th</sup> day of April, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 19<sup>th</sup> day of April, 2022, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

**EXHIBIT 1**

**SERVICE PROPOSAL**

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-037, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SIKICH LLP FOR ANNUAL FINANCIAL AUDIT SERVICES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19<sup>th</sup>, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
 VILLAGE CLERK



# SERVICE PROPOSAL

## Audit Services

PREPARED FOR:

# VILLAGE OF TINLEY PARK



SUBMITTED BY:

Sikich Government Services  
Anthony M. Cervini, CPA, CFE  
Partner-in-Charge, Government Services

1415 West Diehl Rd., Suite 400  
Naperville, IL 60563  
630.566.8400  
[anthony.cervini@sikich.com](mailto:anthony.cervini@sikich.com)



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## TRANSMITTAL LETTER

March 18, 2022

The Honorable Mayor  
Members of the Village Board  
C/O Ms. Hannah Lipman  
Assistant Village Manager/Interim Treasurer  
Village of Tinley Park  
16250 S. Oak Park Ave  
Tinley Park, IL 60477

Dear Ms. Lipman,

Sikich is pleased to be considered for the re-appointment as independent auditors for the Village of Tinley Park. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We are prepared to commit the resources necessary to provide services to the Village of Tinley Park. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving the Village of Tinley Park.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Cervini', written over a white background.

Anthony M. Cervini, CPA, CFE  
Partner-in-Charge, Government Services



## EXECUTIVE SUMMARY

**We know what's challenging to the Village of Tinley Park. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.**

Thank you for considering Sikich. We appreciate the opportunity to propose for the Village of Tinley Park.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

### DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the Village finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

### DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the Village thinking about an audit firm. We understand that the Village requires a year-round partner, who will assist the Village in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

### DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the Village of Tinley Park.

**Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.**

### WHY THE VILLAGE OF TINLEY PARK SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

### PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the Village of Tinley Park's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

### SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the Village of Tinley Park's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

### SCOPE OF SERVICES FOR THE VILLAGE OF TINLEY PARK

The scope of our work for the Village of Tinley Park is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the Village of Tinley Park, which is why we commit to delivering the results the Village of Tinley Park requires. The timeline of the engagement on which we are proposing is outlined in this section.

**We would be honored to continue to call the Village of Tinley Park our client and look forward to working with you.**



## TECHNICAL PROPOSAL

### STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the Village of Tinley Park and its component units in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village of Tinley Park and its component units, and is independent with respect to any non-attest services provided to the Village of Tinley Park and its component units, both in fact and in appearance to any knowledgeable third party.

### LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

### PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

**Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.**

A crucial component to the Village of Tinley Park's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The Village of Tinley Park will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the Village of Tinley Park engagement, we will provide notice to the Village of Tinley Park.

The Village of Tinley Park's key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section on page 18 to read biographies of the Village of Tinley Park's engagement team.

#### **ANTHONY M. CERVINI, CPA, CFE**

##### ENGAGEMENT PARTNER

As engagement partner, Anthony will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the Village of Tinley Park's annual comprehensive financial report. Moreover, our firm's philosophy is to have the team leader on location throughout the audit process. Therefore, Anthony will be present at the Village of Tinley Park's offices during both our preliminary and final fieldwork.

#### **BRIAN D. LEFEVRE, CPA, MBA**

##### RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

#### **MARTHA TROTTER, CPA**

##### RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

**JAMES R. SAVIO, CPA, MAS**

QUALITY CONTROL PARTNER

The quality control partner will provide a second partner review of the audit workpapers and the Village of Tinley Park's annual comprehensive financial report.

**NICK BAVA, CPA, MAS**

SENIOR AUDIT MANAGER

As the senior audit manager, Nick will be the Village of Tinley Park's secondary contact for anything related to the successful audit of your organization. Nick will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

**ADDITIONAL PROFESSIONAL STAFF**

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the Village of Tinley Park the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.



**SPECIFIC AUDIT APPROACH**

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the Village of Tinley Park, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the Village of Tinley Park’s specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich’s holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.



**AUDIT STANDARDS**

The objective of our audit is to issue an unmodified opinion on the Village of Tinley Park’s governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village of Tinley Park’s basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the Village of Tinley Park provide us with the basic information required for our audit.



**Sikich's audit approach includes, but is not limited to, the following procedures:**

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the Village of Tinley Park
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

**PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS**

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

**QUALITY CONTROL**

At Sikich, we are committed to providing the highest quality audits in the industry. The Village of Tinley Park can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.



## WHY THE VILLAGE OF TINLEY PARK SHOULD SELECT SIKICH

**Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.**

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the Village of Tinley Park can benefit from a relationship with Sikich.

### ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

#### ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

#### ACCESS TO EDUCATION

The Village of Tinley Park will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the Village of Tinley Park's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment



#### ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

#### EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

#### EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)





#### EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the Village of Tinley Park with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

#### EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the Village of Tinley Park the highest quality work and the most cost-effective delivery of services.

#### INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

#### INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the Village of Tinley Park, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the Village of Tinley Park.

#### INITIATIVE FOR YOUR SATISFACTION

The Village of Tinley Park's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the Village of Tinley Park?



## SCOPE OF SERVICES FOR THE VILLAGE OF TINLEY PARK

**We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.**

We are proposing to provide the following services to the Village of Tinley Park:

- Audit of basic financial statements of the Village of Tinley Park for the fiscal year ending April 30, 2022.
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the Village of Tinley Park);
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the management letter for the Village of Tinley Park, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller (one electronic copy);
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the Village Board in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with the Village of Tinley Park Officials to present the completed audit and related materials.



**CLIENT SERVICE TIMELINE**

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<p><b>I. Preliminary Planning</b></p> <p>During this phase of the audit, we would meet with representatives of the Village of Tinley Park to discuss the approach we would take during the audit, focusing on areas of particular concern to the Village of Tinley Park as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.</p>	<p>The meeting would be attended by the engagement partner and engagement manager, if necessary.</p>								
<p><b>II. Preliminary Fieldwork</b></p> <p>During this phase of the audit, we would develop an understanding and documentation of the Village of Tinley Park's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the Village of Tinley Park's financial position as a whole.</p> <p>In addition, we would review all minutes from the meetings of the Board of Trustees and the Pension Boards and the Library; review all ordinances adopted by the Village of Tinley Park during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the Village of Tinley Park; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the Village of Tinley Park will prepare; review all proposed client assisted work papers and the timing of preparation by the Village of Tinley Park; develop our audit programs for the next phase of the audit and review and document any changes to the Village of Tinley Park's Annual Comprehensive Financial Report; and prepare the schedule for the remainder of the audit.</p>	<p>This phase would be completed by the engagement partner, engagement manager and one professional staff.</p>								
<p><b>III. Fieldwork</b></p> <p>During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the Village of Tinley Park's financial statements with a rough draft of the financial statements provided to the Village of Tinley Park at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the Village of Tinley Park to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.</p>	<p>This phase would be completed by the engagement partner, engagement manager and one to two professional staff.</p>								



EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<p><b>IV. Workpaper Review and Report Production</b></p> <p>During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the Village of Tinley Park's staff after fieldwork has been completed.</p>	This phase would be completed by the engagement partner, resource partner and the quality control partner.								
<p><b>V. Drafts to the Village of Tinley Park</b></p> <p>We will deliver a preliminary draft of the Comprehensive Annual Financial Report within one week of the completion of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the Village of Tinley Park within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the Village of Tinley Park no later than three business days after receiving all proposed changes.</p>	This phase would be completed by the engagement partner.								
<p><b>VI. Completion of the Audit</b></p> <p>Upon approval of the drafts by the Village of Tinley Park, we will present the signed, bound copies of the annual comprehensive financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the Village of Tinley Park including the Village of Tinley Park Mayor, the Board of Trustees and management for formal presentations of the reports.</p>	This phase would be completed by the engagement partner.								
<p><b>VII. Support to the Village of Tinley Park</b></p> <p>Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village of Tinley Park. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the Village of Tinley Park to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Village of Tinley Park.</p>	This phase would be completed by the engagement partner.	Ongoing							

In future years, we would develop a similar plan and timeframe with the assistance of the Village of Tinley Park to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the annual comprehensive financial report. These completion dates are well within the deadlines established by the Village of Tinley Park. We have a proven track record of meeting and exceeding deadlines established by our clients.



#### IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Village Manager or their designee. The timing of this discussion will provide the Village of Tinley Park with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to Village Manager or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village of Tinley Park. The billings for the audit would not exceed this fee unless the Village of Tinley Park specifically requests that the scope of the engagement be expanded and the Village of Tinley Park and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.



## ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

### HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

### DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

### MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

### PROCESS IMPROVEMENT

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

### PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

### TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

### TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.



**FEE PROPOSAL**

**PROPOSAL COST SUMMARY**

	2022	2023	2024	Option Years*	
				2025	2026
Financial Statements	\$51,820	\$53,375	\$54,975	\$56,625	\$58,325
Single Audit	\$3,000	\$3,150	\$3,300	\$3,475	\$3,650
TIF Compliance	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975
<b>TOTAL</b>	<b>\$58,795</b>	<b>\$60,500</b>	<b>\$62,250</b>	<b>\$64,075</b>	<b>\$65,950</b>

**\*Option years to be exercised based on mutual agreement between the Village and Sikich.**

These fees assume that the Village of Tinley Park will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).



## EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

### ENGAGEMENT TEAM BIOGRAPHIES

- Anthony M. Cervini, CPA, CFE
- Brian D. LeFevre, CPA, MBA
- Martha Trotter, CPA
- James R. Savio, CPA, MAS
- Nick Bava, CPA, MAS

### SIKICH RESOURCES

#### STATE & LOCAL GOVERNMENT SERVICES

#### FIRM PROFILE

#### PEER REVIEW



## ANTHONY M. CERVINI

CPA, CFE

*Partner-in-Charge, Government Services*

Anthony M. Cervini, CPA, CFE, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management and internal control courses internally and throughout the Midwest.

Anthony serves as a member of the GFOA Special Review Committee and is the current Chair of the Illinois CPA Society Government Report Review Committee. Anthony previously served as a budget reviewer for the Government Finance Officers Association Distinguished Budget Presentation Award.

### SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

### AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee  
Chairperson (2021-present)  
GAAP Basis Reporting - Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers' Leadership Program (2015-2016)

### EDUCATION

- Bachelor's Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University



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*Partner*

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible for developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the Firm and for the Illinois Government Finance Officers Association (IGFOA). Brian previously served as Chair of the Governmental Report Review Committee of the Illinois CPA Society.

### SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Police and Fire Pension Accounting Services

### AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Report Review Committee
- Illinois Government Finance Officers Association
- GFOA Special Review Committee
- Northern Illinois Alliance of Fire Protection Districts
- Illinois Public Pension Fund Association
- Aurora Downtown Kiwanis Club, Former Treasurer and Board Member
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996
- Lord of Life Church, Former Executive Director and Treasurer

### EDUCATION

- Bachelor's Degree in Accounting, Valparaiso University
- Master of Business Administration, Northern Illinois University



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## MARTHA TROTTER

CPA

*Partner*

Martha Trotter, CPA, specializes in supporting the needs of Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Since beginning her career with Sikich in 2011, Martha has participated in hundreds of audits of municipalities and other governmental entities. In addition to her client responsibilities, Martha teaches continuing professional education courses within the firm.

### SERVICE AREAS

- Governmental Audit and Accounting
- Governmental Financial Reporting

### AFFILIATIONS

- Illinois Government Finance Officers Association
- Illinois CPA Society

### EDUCATION

- Bachelor of Science in Accountancy, University of Illinois



### LOCATION:

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## JAMES R. SAVIO

CPA, MAS

*Partner*

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

### SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

### AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association  
Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,  
Class of 1998

### EDUCATION

- Master of Accounting Sciences, Northern Illinois University
- Bachelor's Degree in Accounting, Northern Illinois University



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## NICK BAVA

CPA, MAS

*Senior Audit Manager*

Nick Bava, CPA, MAS, is a senior audit manager at Sikich, where he provides assurance and advisory services to a variety of governmental entities, with a focus on cities, villages, and park districts. He also works with not-for-profit entities including community colleges. He is responsible for providing technical services to Sikich's government clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management. Acting as the liaison between the client and engagement team, Nick conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes.

### SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Not-for-Profit Audit, Accounting

### AFFILIATIONS

- Illinois Government Finance Officers Association, Conference Planning Committee
- Illinois CPA Society
- Government Finance Officers Association
- Metro West Council of Government
- Illinois City/County Management Association

### EDUCATION

- Bachelor's Degree in Accounting, Illinois State University
- Master of Accounting Sciences, Northern Illinois University



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## GOVERNMENT SERVICES

### Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

#### SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

**Whether you represent a general purpose local government or special district,** Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

**Experience unparalleled commitment and high-quality, timely services** when you partner with the experts at Sikich. For more than 30 years, we have provided:

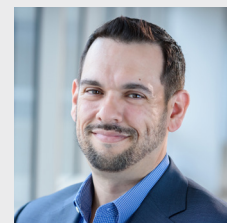
- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

#### WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

### TEAM LEADER



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### WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.



# GOVERNMENT SERVICES

## OUR EXPERTS



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## ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. With more than 1,000 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.





# FIRM PROFILE



## ORGANIZATION

Sikich LLP, a leading professional services firm specializing in accounting, technology, investment banking\* and advisory services\*\*, has 1,000+ professionals throughout the country. Founded in 1982, Sikich now ranks within the country's top 30 largest Certified Public Accounting firms and is among the top one percent of all enterprise resource planning solution partners in the world. From corporations and not-for-profits to state and local governments, Sikich clients can use a broad spectrum of services and products that help them reach long-term, strategic goals.

## INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

## STATISTICS

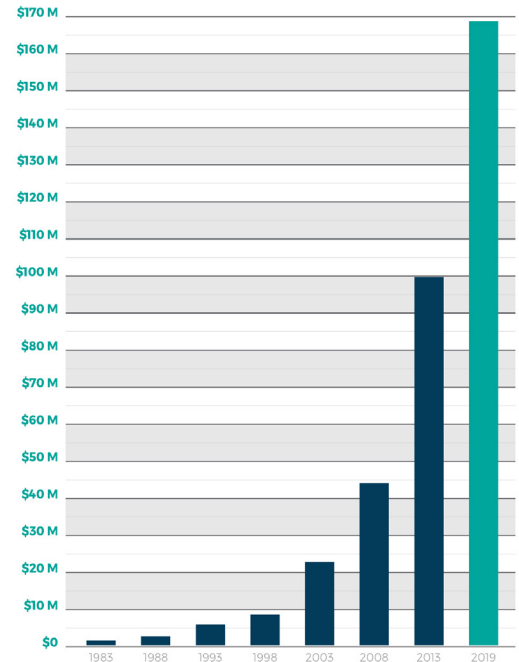
2020 Revenue ..... \$184.2M  
 Total Partners ..... 100+  
 Total Personnel ..... 1,000+  
*Personnel count as of 2020*



● SIKICH.LOCATIONS®

<b>Akron, OH</b> (330) 864-6661	<b>Crofton, MD</b> (410) 451-5150	<b>Milwaukee, WI</b> (262) 754-9400	<b>Princeton, NJ</b> (609) 285-5000	<b>Washington, MO</b> (636) 239-4785
<b>Alexandria, VA</b> (703) 836-1350	<b>Decatur, IL</b> (217) 423-6000	<b>Minneapolis, MN</b> (331) 229-5235	<b>Springfield, IL</b> (217) 793-3363	
<b>Boston, MA</b> (508) 485-5588	<b>Indianapolis, IN</b> (317) 842-4466	<b>Naperville, IL</b> (630) 566-8400	<b>St. Louis, MO</b> (314) 275-7277	
<b>Chicago, IL</b> (312) 648-6666	<b>Los Angeles, CA</b> (877) 279-1900	<b>Peoria, IL</b> (309) 694-4251	<b>St. Louis, MO</b> (636) 532-9525	

## SIKICH TOTAL REVENUE



## SERVICES

### ACCOUNTING, TAX & ASSURANCE

### TECHNOLOGY

- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Security and Compliance
- Digital Transformation Consulting

### ADVISORY

- Business Succession Planning
- Insurance Services
- Forensic and Valuation Services
- Human Capital Management & Payroll Consulting
- Investment Banking
- Marketing & Communications
- Retirement Plan Services
- Supply Chain
- Transaction Advisory Services
- Wealth Management

\* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.  
 \*\* Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

## FIRM PROFILE

### CERTIFICATIONS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality

Center. We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

### AWARDS

#### 2018-2021

- 2021, 2020 Great Place to Work®
- 2020, 2019 Oracle® NetSuite 5 Star Award
- 2019/2020, 2018/2019 Inner Circle for Microsoft Dynamics
- *Accounting Today* Top 100 Firms - ranked top 30 nationally
- *Accounting Today* Top 100 Value Added Reseller Stars (VARs) - ranked top 10
- Best Places to Work in Illinois
- Best Places to Work in Indiana
- Milwaukee's Best and Brightest Companies to Work For®
- Chicago's Best and Brightest Companies to Work For®
- Boston's Best and Brightest Companies to Work For®
- Bob Scott's Top 100 VARs

#### 2017

- Bob Scott's Top 100 VARs
- *Accounting Today* Top 100 VARs
- Vault Accounting Top Ranked
- When Work Works Award
- WorldatWork Work-Life Seal of Distinction
- Microsoft Dynamics Inner Circle and President's Club
- Best Places to Work in Illinois
- Milwaukee's 101 Best and Brightest Companies to Work For®
- Best Places to Work in Indiana
- Chicago's 101 Best and Brightest Companies to Work For®
- *Milwaukee Journal Sentinel* Top Workplaces in Milwaukee
- *Chicago Tribune's* Top Workplaces
- *Crain's List* Chicago's Largest Privately Held Companies
- Boston's 101 Best and Brightest Companies to Work For®
- National Best and Brightest in Wellness
- National Best and Brightest Companies to Work For



## SIKICH IS PROUD TO BE PART OF:

### PRIMEGLOBAL

PrimeGlobal is one of the top five largest associations of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing, and management services to clients around the globe.





## Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP  
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

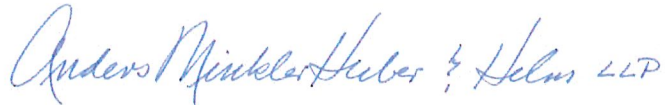
### Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Anders Minkler Huber & Helm LLP". The signature is written in a cursive, flowing style.

**ANDERS MINKLER HUBER & HELM LLP**  
**Certified Public Accountants**



# Interoffice

# Memo

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**Date:** April 19, 2022

**To:** Pat Carr, Village Manager  
Hannah Lipman, Assistant Village Manager

**From:** John Urbanski, Public Works Director

**Subject:** AT&T Dedicated Internet & Voice Bundle

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Presented for April 19, 2022 Committee of the Whole and Village Board Meeting.

Background: We are seeking approval for a new data and internet contract with AT&T for phone services for two years. The new contract will run through April 2024.

The Village has previously contracted with Call One for phone services since 2009. The contract rates have been increasing annually and with a recent change to Peerless network the services have noticeably declined. After reaching out to multiple consortium groups and AT&T, it was determined that AT&T provides the best options with the cost.

Description: The contract includes (3) converged voice & data fiber circuits to provide Voice-over-IP (VOIP) services on managed Internet connections at the following locations:

Village Hall  
Public Safety  
Police Department

The circuits are all designed to integrate with existing phone systems, and each site has the same configuration bundle consisting of a 10 MB Dedicated Internet circuit and 23 IP call paths. Local calling within a 50-mile radius is included, and 6,900 domestic long-distance minutes are included each month for each site. Additionally, IP Flexible Reach Enhanced Features for business continuity, disaster recovery, and alternate call routing is included at no-charge. There are no equipment charges as the managed routers are included.

There are no remote or on-site installation charges. There are no expected charges to bring the fiber to each building, and a site survey will be conducted by a local AT&T engineer to confirm site readiness.

The service for each site is \$591.80 for a monthly total of \$1,775.40.

Staff Direction Request: Approve AT&T dedicated internet & voice bundle contract (each site \$591.80 for a monthly total of \$1,775.40) for a 2 (two) year contract.

Attachment:

1. AT&T contract.

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

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**RESOLUTION**  
**NO. 2022-R-035**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND AT&T FOR DEDICATED INTERNET AND VOICE BUNDLE IN THE  
MONTHLY AMOUNT OF \$1,775.40**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

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**RESOLUTION NO. 2022-R-035****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AT&T FOR DEDICATED INTERNET AND VOICE BUNDLE IN THE MONTHLY AMOUNT OF \$1,775.40**

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with AT&T, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

**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 19<sup>th</sup> day of April, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 19<sup>th</sup> day of April, 2022, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

**CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AT&T FOR DEDICATED  
INTERNET AND VOICE BUNDLE IN THE MONTHLY AMOUNT OF \$1,775.40**



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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-035, “A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AT&T FOR DEDICATED INTERNET AND VOICE BUNDLE IN THE MONTHLY AMOUNT OF \$1,775.40,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
 VILLAGE CLERK



AT&T Dedicated Internet & Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2022**.

**For AT&T Administrative Use Only**  
 attuid: MH6976  
 Account # \_\_\_\_\_ Master Customer # \_\_\_\_\_ Doc Viewer ID: \_\_\_\_\_  
 Contract ID#: **ADV14370951**

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: VILLAGE OF TINLEY PARK	AT&T Corp	Name: MARC HORK
Street Address: 16250 OAK PARK AVE	One AT&T Way	Street Address: 225 W RANDOLPH ST
City: TINLEY PARK, State: IL Zip: 60477	Bedminster, NJ 07921-0752	City: CHICAGO, State: IL Zip: 60606
Tel # 7084445500	ATTN: Master Agreement Support Team: <a href="mailto:mast@att.com">mast@att.com</a>	Tel # 3126231524

**AGREEMENT TERMS**

**1. SERVICES**

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP">http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP</a> (See AT&T Dedicated Internet & Voice Bundle)

**2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES**

Term	Term Start Date/Effective Date of Rates and Discounts
2 years	Effective Date of this Agreement

**3. SERVICES COMPONENTS AND RATES (PRICES)**

**3.1. AT&T Dedicated Internet & Voice Bundle**

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	10	3,000	\$499.00	\$683.00	\$786.00
10 Mbps	15	4,500	\$525.00	\$725.00	\$828.00
10 Mbps	23	6,900	\$555.00	\$792.00	\$895.00
10 Mbps	30	9,000	\$645.00	\$850.50	\$953.50
10 Mbps	46	13,800	\$795.00	\$984.00	\$1,087.00
20 Mbps	10	3,000	\$555.00	\$882.00	\$951.00
20 Mbps	15	4,500	\$595.00	\$929.50	\$998.50
20 Mbps	23	6,900	\$645.00	\$1,005.50	\$1,074.50
20 Mbps	30	9,000	\$745.00	\$1,071.50	\$1,140.50
20 Mbps	46	13,800	\$895.00	\$1,223.00	\$1,292.00
50 Mbps	10	3,000	\$745.00	\$1,138.50	\$1,224.50
50 Mbps	15	4,500	\$795.00	\$1,186.00	\$1,272.00
50 Mbps	23	6,900	\$845.00	\$1,261.50	\$1,347.50
50 Mbps	30	9,000	\$895.00	\$1,328.00	\$1,414.00
50 Mbps	46	13,800	\$999.00	\$1,479.50	\$1,565.50
100 Mbps	10	3,000	\$950.00	\$1,495.00	\$1,634.50
100 Mbps	15	4,500	\$995.00	\$1,540.00	\$1,680.00
100 Mbps	23	6,900	\$1,025.00	\$1,612.50	\$1,752.50
100 Mbps	30	9,000	\$1,075.00	\$1,676.00	\$1,816.00

Doc ID: ADIVBEXP-1

V5 – 01/16/2021  
 Rate ID: ADIVB-061018-50, USOFN20



**AT&T Dedicated Internet & Voice Bundle Agreement**

100 Mbps	46	13,800	\$1,095.00	\$1,821.50	\$1,961.00
150 Mbps	10	3,000	\$999.00	\$1,786.00	\$1,962.50
150 Mbps	15	4,500	\$1,045.00	\$1,833.00	\$2,010.00
150 Mbps	23	6,900	\$1,075.00	\$1,909.00	\$2,086.00
150 Mbps	30	9,000	\$1,099.00	\$1,975.50	\$2,152.00
150 Mbps	46	13,800	\$1,199.00	\$2,127.00	\$2,303.50
250 Mbps	10	3,000	\$1,325.00	\$2,322.00	\$2,523.50
250 Mbps	15	4,500	\$1,375.00	\$2,369.00	\$2,570.50
250 Mbps	23	6,900	\$1,445.00	\$2,445.00	\$2,646.50
250 Mbps	30	9,000	\$1,495.00	\$2,511.00	\$2,713.00
250 Mbps	46	13,800	\$1,595.00	\$2,662.50	\$2,864.50
400 Mbps	10	3,000	\$1,399.00	\$3,095.50	\$3,399.50
400 Mbps	15	4,500	\$1,449.00	\$3,141.00	\$3,445.00
400 Mbps	23	6,900	\$1,499.00	\$3,213.50	\$3,517.50
400 Mbps	30	9,000	\$1,699.00	\$3,277.00	\$3,581.00
400 Mbps	46	13,800	\$1,799.00	\$3,422.00	\$3,726.00
500 Mbps	10	3,000	\$1,559.50	\$3,705.00	\$4,094.50
500 Mbps	15	4,500	\$1,609.50	\$3,750.50	\$4,140.00
500 Mbps	23	6,900	\$1,659.50	\$3,823.00	\$4,212.50
500 Mbps	30	9,000	\$1,859.50	\$3,886.50	\$4,276.00
500 Mbps	46	13,800	\$1,959.50	\$4,032.00	\$4,421.00
600 Mbps	10	3,000	\$1,697.00	\$4,162.00	\$4,597.50
600 Mbps	15	4,500	\$1,747.00	\$4,234.50	\$4,670.00
600 Mbps	23	6,900	\$1,947.00	\$4,298.00	\$4,733.50
600 Mbps	30	9,000	\$2,047.00	\$4,443.00	\$4,878.50
600 Mbps	46	13,800	\$2,047.00	\$4,443.00	\$4,878.50
1,000 Mbps	10	3,000	\$2,030.00	\$4,541.00	\$5,046.50
1,000 Mbps	15	4,500	\$2,080.00	\$4,613.50	\$5,119.00
1,000 Mbps	23	6,900	\$2,280.00	\$4,677.00	\$5,182.50
1,000 Mbps	30	9,000	\$2,380.00	\$4,822.00	\$5,328.00
1,000 Mbps	46	13,800	\$2,380.00	\$4,822.00	\$5,328.00
On-Net Calling & Local Off-Net Calling			Unlimited		
Enhanced Features Package (per concurrent call)			\$1.60		
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes			\$0.0400		
IP Toll-Free Calling Plan Charge, Monthly Charge per Site*			\$15.00		
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1,000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.					
<b>Business In A Box</b>					
Base Unit NextGen			\$0.00		

<b>Service Components: 20%</b>	
International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)	Service Component Discount applied to Service Guide rates, as revised from time to time

**AT&T IP Toll-Free**



AT&T Dedicated Internet & Voice Bundle Agreement

United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A: Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

6. AT&T DEDICATED INTERNET & VOICE BUNDLE GENERAL TERMS AND CONDITIONS

**6.1. Agreement:** AT&T and/or its Affiliates shall provide Customer products and services identified in this document (“Services”) pursuant to the “Agreement” consisting of this document and the following applicable “Service Publications”, incorporated by reference: (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at [att.com/service](http://att.com/service) publications, and (ii) the AT&T Acceptable Use Policy (“AUP”) found at [att.com/aup](http://att.com/aup). AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).

**6.2. Services:** AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T’s written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

**6.3. Access to Premises:** Customer will in a timely manner allow AT&T to access, or, at Customer’s expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer’s connection to AT&T’s network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**6.4. Hazardous Materials:** Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

Doc ID: ADIVBEXP-1

V5 – 01/16/2021  
Rate ID: ADIVB-061018-50, USOFN20

**AT&T Dedicated Internet & Voice Bundle Agreement**

**6.5. Independent Contractor Relationship:** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

**6.6. License and Third-Party Terms:** Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

**6.7. AT&T Equipment:** Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

**6.8. Prices:** Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

**6.9. Taxes; Surcharges; Fees.** Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

**6.10. Billing, Payments and Deposits:** Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

**6.11. Expiration of Term:** At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

**6.12. Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

**6.13. Early Termination Charges:** If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service

**AT&T Dedicated Internet & Voice Bundle Agreement**

Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

**6.14. Withdrawal of Service or Service Component:** Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

**6.15. Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**6.16. Limitation of Liability:** AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

**6.17.** The above Disclaimer or Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**6.18. Indemnity:** Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

**6.19. ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.



### AT&T Dedicated Internet & Voice Bundle Agreement

**6.20. General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

### 6.21. Definitions:

**"Affiliate"** of a party means an entity that controls, is controlled by, or is under common control with such party.

**"API"** means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

**"AT&T Equipment"** equipment owned by AT&T and located at Customer's premises.

**"Customer Personal Data"** means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

**"Minimum Payment Period"** means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

**"Minimum Retention Period"** means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

**"Purchased Equipment"** means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Site"** means a physical location, including Customer's collocation space on AT&T's or subcontractor's property, where AT&T installs or provides Service.

**"Software"** means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

**"Third-Party Service"** means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

**"User"** means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.



AT&T Dedicated Internet & Voice Bundle Agreement

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").



Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:





**AT&T Dedicated Internet & Voice Bundle Agreement**

**Letter of Authorization to Obtain Customer Service Records Only**

Customer Name: VILLAGE OF TINLEY PARK	AT&T	Customer Account #:
Customer Full Address & Zip:  16250 OAK PARK AVE TINLEY PARK IL 60477	AT&T Full Address & Zip:  225 W RANDOLPH ST CHICAGO IL 60606	Customer Contact: Tel. #: 7084445500  AT&T Contact: Tel. #: 3126231524 Email ID: mh6976@att.com
Master Customer No.:	AE PID:	

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. This appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location  (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	---	---

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

<b>ORDERED BY CUSTOMER:</b> VILLAGE OF TINLEY PARK	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.



Fr. C.C. Boyle Council 4698

Tinley Park, IL 60477

Serving the parishes of:

*St. George  
St. Julie  
St. Stephen  
St. Emeric  
St. Elizabeth Seton  
St. Gerard Majella  
St. Damian*

*March 23, 2022*

*Village Clerk  
Village of Tinley Park  
16200 S. Oak Park Ave.  
Tinley Park, Illinois 60477*

*Dear Village Clerk*

*The annual Tootsie Roll Drive for the intellectually disabled will be on Friday and Saturday, September 16 & 17, 2022. This is a noteworthy cause benefiting the special population in our community. We are therefore, asking for your permission in this endeavor by allowing the Knights of Columbus volunteers to stand on the street corners in your city for the solicitation of funds for these special people. Please acknowledge your agreement by returning a signed copy of this letter. On behalf of the Knights of Columbus and our special needs population we say THANK YOU.*

*Respectfully*

*Joseph Siuda  
15323 82<sup>nd</sup> Ave.  
Orland Park, IL. 60462  
708-620-4089  
siudaj49@gmail.com*

*Approved*

By \_\_\_\_\_  
Date \_\_\_\_\_

RAFFLE LICENSE APPLICATION



Date: 4/12/22

1. Organization name: American Legion Post 615

2. Organization address: 17423 67th CT

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: 100 yrs

6. Place and date of incorporation: \_\_\_\_\_

7. Number of members in good standing: \_\_\_\_\_

8. President/chairperson: Bill McNellis

Address: [Redacted]

Phone: [Redacted] Email: [Redacted]

9. Raffle manager: Glendora Lynch

Address: [Redacted]

Phone: [Redacted] Email: \_\_\_\_\_

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

Name: Norm Resler

Address: [Redacted] Phone: [Redacted]

Name: Glendora Lynch

Address: [Redacted] Phone: [Redacted]

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): Only

- 13. Location of ticket sales: 17423 67th CT
- 14. Name and address of location for determining winners:  
American Legion 17423 67th CT
- 15. Date(s) for determining winners (include days of the week):  
each Thursday
- 16. Total retail value of all prizes (maximum prize amount \$250,000): \$ \_\_\_\_\_
- 17. Maximum retail value of each prize: \$ \_\_\_\_\_
- 18. Maximum price charged of each ticket (chance) sold: \$ \_\_\_\_\_
- 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: American Legion Post 615  
 Executive Director: Bill McNellis

**TO BE COMPLETED BY VILLAGE STAFF**

Date Received: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 Date Expires: \_\_\_\_\_ Date Denied: \_\_\_\_\_  
 Approval: \_\_\_\_\_

Village Clerk

**APPROVED APPLICATION SERVES AS LICENSE**

**SEND**

**PLEASE NOTE - YOUR LETTER MUST BE SIGNED BY TWO (2) BOARD MEMBERS**

Alternatively, a signed copy of the minutes approving the waiver may be submitted.

Mail to:  
Village Clerk  
Village of Tinley Park  
16250 Oak Park Avenue  
Tinley Park, IL 60477

OR

Email to:  
Clerk's Office  
[clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org)

Dear Clerk:

Included with the Raffle Application, the American Legion Board submits this letter in response to the fidelity bond requirement, for the Queen of Hearts fundraising event, concluding on \_\_\_\_\_.

The American Legion Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond.

If you have any questions, please contact Glendon Lynch at 708-532-1737.

Sincerely,

Name: Glendon Lynch

Title: Bar Manager

Name: Norm Pestlitz

Title: Past Commander



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04/07/2022 4:18:41PM

**Voucher List**  
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196535	4/8/2022	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#438402801 01-26-024-72510	99.93
			3013134259		ACCT#3013134259 UTIL#462305511 01-26-024-72510	12,471.48
					08-00-000-72510	157.60
			3013134260		ACCT#3013134260 UTIL#677116304 01-26-024-72510	220.54
<b>Total :</b>						<b>12,949.55</b>
196536	4/8/2022	019633 ALTA CONSTRUCTION EQUIPMENT	SE4/2773		SOD CUTTER	
				VTP-019038	60-00-000-72530	2,384.03
				VTP-019038	63-00-000-72530	794.68
				VTP-019038	64-00-000-72530	1,362.29
<b>Total :</b>						<b>4,541.00</b>
196537	4/8/2022	002682 AMERICAN LEGAL PUBLICATION	15904		MARCH'22 S-36 FOLIO/INTERNET E 01-13-000-72791	159.90
			16024		MARCH 2022 S-36 EDITING 01-13-000-72791	2,296.00
<b>Total :</b>						<b>2,455.90</b>
196538	4/8/2022	002628 AMERICAN WATER	040122		MARCH'22 SEWER TREATMENT BR 64-00-000-73225	46,915.20
<b>Total :</b>						<b>46,915.20</b>
196539	4/8/2022	002470 AMPEST EXTERMINATION LLC	94331		REMOVE HORNETS FROM TREE 16 01-26-023-72790	175.00
			94451		REMOVE HORNETS NEST FROM P 01-26-023-72790	175.00
<b>Total :</b>						<b>350.00</b>
196540	4/8/2022	002665 APPLE CHEVROLET	355492		SENSOR FIRE#1161 01-19-000-72540	185.40
<b>Total :</b>						<b>185.40</b>
196541	4/8/2022	018964 ARCHIVESOCIAL	21495		SOCIAL MEDIA ARCHIVING SUBSCI	

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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
196541	4/8/2022	018964 ARCHIVESOCIAL	(Continued)		01-35-000-72653	2,988.00
					<b>Total :</b>	<b>2,988.00</b>
196542	4/8/2022	003166 B & J TOWING AND AUTO REPAIR	20037		SAFETY INSPECTION	
					01-26-023-72266	112.00
					01-26-024-72266	56.00
					60-00-000-72266	30.45
					63-00-000-72266	30.45
					64-00-000-72266	26.10
					01-42-000-72266	28.00
					<b>Total :</b>	<b>283.00</b>
196543	4/8/2022	003359 BACKFLOW SOLUTIONS INC	7046		VTP CROSS CONNECTION CONTRI	
					60-00-000-72790	3,025.22
					<b>Total :</b>	<b>3,025.22</b>
196544	4/8/2022	018534 BASS/SCHULER ENTERTAINMENT	031622		DEPOSIT OF BLOCK PARTY PERFC	
				VTP-019071	01-35-000-72923	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
196545	4/8/2022	018534 BASS/SCHULER ENTERTAINMENT	032322		DEPOSIT FOR MUSIC IN THE PLAZ	
				VTP-019069	01-35-000-72923	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
196546	4/8/2022	018534 BASS/SCHULER ENTERTAINMENT	032322.		DEPOSIT FOR THE MUSIC IN THE F	
				VTP-019070	01-35-000-72923	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
196547	4/8/2022	010953 BATTERIES PLUS - 277	P50235330		SLA12-8F,SLAA12-12F2 BATTERIES	
					14-00-000-74150	307.80
					<b>Total :</b>	<b>307.80</b>
196548	4/8/2022	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-21079-6		POLICE DEPARTMENT SHOOTING I	
				VTP-018561	01-26-025-72779	1,090.00
					<b>Total :</b>	<b>1,090.00</b>
196549	4/8/2022	002974 BETTENHAUSEN CONSTRUCTION SERV	220022		TRUCK TIME FOR HAULING SPOILS	



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Voucher List  
Village of Tinley Park

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196549	4/8/2022	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued)			
					60-00-000-73681	374.85
					63-00-000-73681	41.65
					64-00-000-73681	178.50
					01-26-023-72890	255.00
			220023		TRUCK TIME HAULING SPOILS TO	
					01-26-023-72890	240.00
					60-00-000-73681	352.80
					63-00-000-73681	39.20
					64-00-000-73681	168.00
			220024		TRUCK TIME FOR HAULING WOOD	
					01-26-023-72890	210.00
					60-00-000-73681	308.70
					63-00-000-73681	34.30
					64-00-000-73681	147.00
			220025		TRUCK TIME FOR HAULING STREE	
					01-26-023-72890	120.00
					60-00-000-73681	176.40
					63-00-000-73681	19.60
					64-00-000-73681	84.00
			220026		TRUCK TIME FOR HAULING STONE	
					01-26-023-73860	90.00
					60-00-000-73860	113.40
					63-00-000-73860	12.60
					64-00-000-73860	54.00
					70-00-000-73860	30.00
					<b>Total :</b>	<b>3,050.00</b>
196550	4/8/2022	016817	BEVERLY SNOW AND ICE INC	55855	MUNICIPAL PARKING LOT SNOW R	
				VTP-018789	01-26-023-72785	21,560.00
				VTP-018789	70-00-000-72740	9,580.00
			55856		MUNICIPAL PARKING LOT SNOW R	
				VTP-018789	01-26-023-72785	3,795.00
				VTP-018789	70-00-000-72740	1,340.00
				VTP-018789	01-26-023-72785	600.00
			55857		MUNICIPAL PARKING LOT SNOW R	
				VTP-018789	01-26-023-72785	7,490.00

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

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**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>
196550	4/8/2022	016817 BEVERLY SNOW AND ICE INC	(Continued)			
				VTP-018789	70-00-000-72740	9,580.00
				VTP-018789	01-26-023-72785	15,010.00
					<b>Total :</b>	<b>68,955.00</b>
196551	4/8/2022	011896 BMC SOFTWARE, INC.	1347410		CLIENT MGT INVENTORY FOR TRA 01-16-000-72655	1,788.86
					<b>Total :</b>	<b>1,788.86</b>
196552	4/8/2022	012966 BOLING, THOMAS	03-22		SHAREPOINT MAINTENANCE MARC 01-16-000-72650	2,600.00
					<b>Total :</b>	<b>2,600.00</b>
196553	4/8/2022	020466 BROWN, JEANNETTE	Ref001419774		UB Refund Cst #00502219 60-00-000-20599	46.04
					<b>Total :</b>	<b>46.04</b>
196554	4/8/2022	003396 CASE LOTS INC	10595		TOILET PAPER,SOAP,SCREENS 01-26-025-73580	489.80
			10596		PAPER TOWEL,SCREENS 01-26-025-73580	474.65
					<b>Total :</b>	<b>964.45</b>
196555	4/8/2022	003328 CATCHING FLUIDPOWER INC	L29252-001		HOSE ASSY,HOW FITTING,PH ADAI 01-26-024-73410	10.24
					01-26-023-73410	20.49
					60-00-000-73410	12.91
					63-00-000-73410	1.43
					64-00-000-73410	6.15
					<b>Total :</b>	<b>51.22</b>
196556	4/8/2022	003406 CDS OFFICE TECHNOLOGIES	INV1432201		PD IN-CAR PRINTERS 30-00-000-74132	47,578.50
				VTP-018911		<b>Total :</b>
						<b>47,578.50</b>
196557	4/8/2022	003229 CED/EFENGEE	5025-1004375		GLOVES 01-26-024-73845	4.99
			5025-1004492		RED PLASTIC ANCHOR KIT	

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196557	4/8/2022	003229 CED/EFENGEE	(Continued)		60-00-000-72528 63-00-000-72528	18.38 18.38 <b>Total : 41.75</b>
196558	4/8/2022	018060 CELTIC COMMERCIAL PAINTING,LLC	9791	VTP-019000	PAINT AT THE PUBLIC SAFETY BUI 01-26-025-72520	3,360.00 <b>Total : 3,360.00</b>
196559	4/8/2022	014026 CHANDLER SERVICES	28438		AIR LEAK SVC 01-19-000-72540	144.42 <b>Total : 144.42</b>
196560	4/8/2022	015199 CHICAGO PARTS & SOUND LLC	2J0003550		VERN REPAIR DOOR PANEL PD #18 01-17-205-72540	100.00 <b>Total : 100.00</b>
196561	4/8/2022	018325 CHICAGO TRIBUNE COMPANY LLC	166164234		SUBSCRIPTION THRU 6/28/22 01-14-000-72720	71.10 <b>Total : 71.10</b>
196562	4/8/2022	013820 CINTAS CORPORATION	4115353421		MATS - PW 01-26-025-72790	275.64 <b>Total : 275.64</b>
196563	4/8/2022	012917 COLLEGE OF DUPAGE	13795		#1545052 F.MONDT CALL DETAIL R 01-17-220-72140	225.00 <b>Total : 225.00</b>
196564	4/8/2022	012057 COMCAST CABLE	8771401810170142	VTP-018391	16250 OAK PARK AVE ACCT# 8771 01-14-000-72125	230.85 <b>Total : 230.85</b>
196565	4/8/2022	013878 COMED - COMMONWEALTH EDISON	0363058226 2761036017 3214011009		ACCT#0363058226 9340 W 179TH S 01-26-024-72510 ACCT#2761036017 8317 AMBERLY 01-26-024-72510 ACCT#3214011009 16853 LAKEWO	114.59 65.84

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196565	4/8/2022	013878	COMED - COMMONWEALTH EDISON		(Continued)	
					64-00-000-72510	235.52
					6483053261 ACCT#6483053261 17495 LAGRAN	
					01-26-023-72510	47.50
					6771163043 ACCT#6771163043 87TH AVE 3PS 1	
					01-26-024-72510	2,979.60
					7063131025 ACCT#7063131025 7813 174TH ST ;	
					64-00-000-72510	35.83
					8363023007 ACCT#8363023007 179TH & 82ND A	
					60-00-000-72510	229.19
					63-00-000-72510	229.19
					<b>Total :</b>	<b>3,937.26</b>
196566	4/8/2022	018311	CONNECTION		72546825	
				VTP-018787	MONITORS	
					01-16-000-74128	1,925.30
					72572945 JABRA SPEAKER	
					01-16-000-74128	448.36
					<b>Total :</b>	<b>2,373.66</b>
196567	4/8/2022	015820	CREATIVE BRICK & CONCRETE		717739	
					VETERAN'S BRICKS	
					33-00-000-75610	366.07
					<b>Total :</b>	<b>366.07</b>
196568	4/8/2022	003635	CROSSMARK PRINTING, INC		86263	
					BUSINESS CARDS D.THIRSTRUP,J	
					01-33-000-72310	110.00
					<b>Total :</b>	<b>110.00</b>
196569	4/8/2022	018379	DM INDUSTRIAL JANITORIAL SERV		6894	
				VTP-019012	POLICE STATION JANITORIAL SERV	
					01-26-025-72790	3,720.00
					<b>Total :</b>	<b>3,720.00</b>
196570	4/8/2022	020418	DRIES, ERIC		033122	
					REIMB ONLINE TRAINING HEARTS/	
					01-21-000-72140	15.00
					<b>Total :</b>	<b>15.00</b>
196571	4/8/2022	004009	EAGLE UNIFORM CO INC		INV-6346	
				VTP-018597	BLANKET PO FOR CLASS B UNIFOI	
					01-19-000-73610	155.00

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196571	4/8/2022	004009 EAGLE UNIFORM CO INC	(Continued) INV-6977	VTP-018597	BLANKET PO FOR CLASS B UNIFORMS 01-19-000-73610	126.00
<b>Total :</b>						<b>281.00</b>
196572	4/8/2022	004152 ECOLAB PEST ELIMINATION INC.	6498155		COCKROACH/RODENT PROGRAM 01-26-025-72790	573.44
			6498156		COCKROACH/RODENT PROGRAM 01-26-025-72790	86.48
<b>Total :</b>						<b>659.92</b>
196573	4/8/2022	004019 EVON'S TROPHIES & AWARDS	121021		NAME BADGES 01-41-056-72310	42.00
			032322		EMBROIDERY, REFLECTIVE ON BADGES 01-21-000-73610	90.00
<b>Total :</b>						<b>132.00</b>
196574	4/8/2022	020397 FIRE BY TRADE LLC	TINLEYPARKFIRE	VTP-018975	HOSE STRAP 01-19-000-73870	1,152.00
<b>Total :</b>						<b>1,152.00</b>
196575	4/8/2022	011611 FOX VALLEY FIRE & SAFETY CO.	IN00508281		ANNUAL INSP FIRE SALARM SYSTEM 01-26-025-72854	170.00
			IN00508290		ANNUAL INSP FIRE ALARM SYSTEM 01-26-025-72854	170.00
			IN00508291		ANNUAL INSP FIRE ALARM - TP FD 01-26-025-72854	170.00
			IN00508292		ANNUAL FIRE ALARM INSP - METRO 01-26-025-72854	332.00
			IN00510143		FIRE ALARM SYSTEM CHARGE FD 01-26-025-72854	291.00
<b>Total :</b>						<b>1,133.00</b>
196576	4/8/2022	020456 FRAHER, BLAKE	033122		OVERCHARGED ON-LINE STICKER 06-00-000-79005	20.00
<b>Total :</b>						<b>20.00</b>

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196577	4/8/2022	019349 GARVEY'S OFFICE PRODUCTS	PINV2235921		POST IT,PAPER 01-19-000-73110	65.72
<b>Total :</b>						<b>65.72</b>
196578	4/8/2022	004500 GASVODA & ASSOCIATES, INC	INV2200574		GAS SENSOR 60-00-000-72530 63-00-000-72530 64-00-000-72530	691.69 230.56 395.25
<b>Total :</b>						<b>1,317.50</b>
196579	4/8/2022	004493 GORDON FOOD SERVICE INC.	768187174		POPCORN FOR EMPLOYEE RECO 01-14-000-72974	69.79
			768187252		CANDIES FOR PICTURES WITH TH 01-14-000-72974	63.23
<b>Total :</b>						<b>133.02</b>
196580	4/8/2022	004438 GRAINGER	9256405581		HOOK AND LOOP DSC BACKUP PA 01-19-000-72524	154.56
			9257730854		PLUG LOCKOUT RED 9/16 IN SHAC 60-00-000-73570 63-00-000-73570 64-00-000-73570	37.36 37.36 32.03
			9261604640		HALF MASK RESPIRATOR KIT 60-00-000-73845 63-00-000-73845 64-00-000-73845	28.43 3.16 13.52
			9267163666		WATER HOSE ASSEMBLY 60-00-000-73870 63-00-000-73870 64-00-000-73870	98.88 98.88 84.76
<b>Total :</b>						<b>588.94</b>
196581	4/8/2022	020188 GRIFFIN WILLIAMS MCMAHON WALSH	10083		LEGAL SVC LABOR AND INVESTIG/ 01-14-000-72850	3,849.89
			10487		LEGAL SVC LABOR AND INVESTIG/ 01-14-000-72850	4,083.89

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196581	4/8/2022	020188	020188 GRIFFIN WILLIAMS MCMAHON WAL (Continued)			<b>Total : 7,933.78</b>
196582	4/8/2022	019792	HANSON AGGREGATES MIDWEST INC 41226860		BACKFILL	
					70-00-000-73860	72.35
					01-26-023-73860	217.04
					63-00-000-73860	30.39
					64-00-000-73860	130.22
					60-00-000-73860	273.47
					<b>Total :</b>	<b>723.47</b>
196583	4/8/2022	018636	HARTIGAN & O'CONNOR P.C. 19695		CASE#2017L65067 EBERHARDT VT	
					01-14-000-72850	434.00
					<b>Total :</b>	<b>434.00</b>
196584	4/8/2022	019784	HEARTLAND BUSINESS SYSTEMS LLC 506650-H		OFFICE 365 EMAIL AND DATA MIGR	
			507792-H	VTP-018956	01-16-000-72650	185.00
			508456-H	VTP-018956	OFFICE 365 EMAIL AND DATA MIGR	
					01-16-000-72650	1,665.00
			508457-H	VTP-018977	MICROSOFT SERVER LICENSES - S	
					01-16-000-72655	6,000.60
			508514-H	VTP-019036	MICROSOFT LICENSES FOR ON-PF	
					01-16-000-72655	9,844.20
					OFFICE 365 LICENSES	
				VTP-019016	01-11-000-72655	1,395.96
				VTP-019016	01-12-000-72655	1,225.72
				VTP-019016	01-13-000-72655	1,744.95
				VTP-019016	01-15-000-72655	2,093.94
				VTP-019016	01-17-205-72655	5,762.60
				VTP-019016	01-17-215-72655	178.75
				VTP-019016	01-17-217-72655	178.75
				VTP-019016	01-17-220-72655	10,648.46
				VTP-019016	01-17-225-72655	1,923.70
				VTP-019016	01-19-000-72655	21,296.92
				VTP-019016	01-19-020-72655	1,923.70
				VTP-019016	01-21-000-72655	1,574.71
				VTP-019016	01-21-210-72655	4,187.88
				VTP-019016	01-26-023-72655	5,413.61

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196584	4/8/2022	019784 HEARTLAND BUSINESS SYSTEMS LLC	(Continued)			
				VTP-019016	01-26-024-72655	1,046.97
				VTP-019016	01-26-025-72655	1,923.70
				VTP-019016	01-33-310-72655	1,489.59
				VTP-019016	01-33-320-72655	1,489.59
				VTP-019016	01-35-000-72655	1,046.97
				VTP-019016	60-00-000-72655	3,668.65
				VTP-019016	63-00-000-72655	442.62
				VTP-019016	64-00-000-72655	1,761.98
				VTP-019016	01-16-000-72655	12,699.88
			508942-H		OFFICE 365 CLOUD SETUP	
				VTP-018913	01-16-000-72650	92.50
			508953-H		OFFICE 365 EMAIL AND DATA MIGR	
				VTP-018956	01-16-000-72650	555.00
					<b>Total :</b>	<b>103,461.90</b>
196585	4/8/2022	004741 HEARTS & FLOWERS	010178		SYMPATHY FLOWERS	
			124440		01-17-205-73600	75.00
					GET WELL FLOWERS	
					01-26-023-73110	59.99
					<b>Total :</b>	<b>134.99</b>
196586	4/8/2022	020375 HODGE, JILL	033022		REIMB TPFD UNIFROM SHIRTS	
					01-19-000-73610	54.43
					<b>Total :</b>	<b>54.43</b>
196587	4/8/2022	010238 HOME DEPOT CREDIT SERVICES	040622		****2304 MAILBOX	
					01-26-023-73840	123.02
					<b>Total :</b>	<b>123.02</b>
196588	4/8/2022	012328 HOMER INDUSTRIES	S173441		DROP CHARGE - CHIPS	
			S173527		01-26-023-72890	200.00
					DROP CHARGE -CHIPS	
					01-26-023-72890	200.00
					<b>Total :</b>	<b>400.00</b>
196589	4/8/2022	001487 HOMEWOOD DISPOSAL SERVICE	7763689		E-WASTE PICKUP CHARGE	



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196589	4/8/2022	001487	HOMEWOOD DISPOSAL SERVICE			
			(Continued)			
			7776419		01-26-025-72565	50.00
					SWEEPINGS	
					01-26-023-72890	2,820.00
					<b>Total :</b>	<b>2,870.00</b>
196590	4/8/2022	016048	HRUBY, RYAN	040422	REIMB LUNCH 3/21-4/1/22 TRAINING	
					01-17-220-72140	150.00
					<b>Total :</b>	<b>150.00</b>
196591	4/8/2022	020287	HTC COMMERCIAL FLOORING	4046-I1210	FLOORING FOR SENIOR CENTER	
				VTP-019004	01-26-025-72520	12,729.65
					<b>Total :</b>	<b>12,729.65</b>
196592	4/8/2022	013910	IESMA	7077	MEMBERSHIP L.KORTUM DELEGATE	
			E2140		01-21-000-72720	65.00
					2022 IESMA TRAINING SUMMIT J.W	
					01-21-000-72140	225.00
					<b>Total :</b>	<b>290.00</b>
196593	4/8/2022	017992	ILLINOIS SAR COUNCIL	1044	ANNUAL MEMBERSHIP DUES	
					01-21-000-72720	62.50
					<b>Total :</b>	<b>62.50</b>
196594	4/8/2022	013235	INTEGRITY SIGN COMPANY	89066	MODIFICATIONS TO VILLAGE OF TI	
			89100	VTP-019054	01-26-025-72520	600.00
					REMOVE CLERKS NAME AND CEN	
					01-26-025-72520	450.00
					<b>Total :</b>	<b>1,050.00</b>
196595	4/8/2022	005186	INTERSTATE BATTERY SYSTEM	313960	SLA1055 ELECTRIC TRAILER#161	
			314054		01-26-024-72540	32.95
					MT-75 STREETS 128, 130	
					01-26-023-72540	228.00
					<b>Total :</b>	<b>260.95</b>
196596	4/8/2022	005251	J AND R SALES AND SERVICE INC.	0347810	SPARK PLUG,FUEL FILTER,FILLING	
					01-26-023-73410	172.87

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196596	4/8/2022	005251 J AND R SALES AND SERVICE INC.	(Continued) 0347815		BENT VALVE STEM 01-26-023-72540	7.12
					<b>Total :</b>	<b>179.99</b>
196597	4/8/2022	020119 KAPPMAYER, PAM	033122		OVERCHARGED ON-LINE STICKER 06-00-000-79005	1.50
					<b>Total :</b>	<b>1.50</b>
196598	4/8/2022	009179 KERN, MARTIN	032822		REIMB ONLINE CPR TRAINING 01-21-000-72140	15.00
					<b>Total :</b>	<b>15.00</b>
196599	4/8/2022	015288 KIESLER POLICE SUPPLY	IN187262	VTP-018675	FEDEP40HST1~ 01-17-220-73760	964.76
					<b>Total :</b>	<b>964.76</b>
196600	4/8/2022	005379 KLEIN, THORPE & JENKINS, LTD	224772		5409-001 ADMIN HEARINGS THRU : 01-14-000-72850	624.00
					<b>Total :</b>	<b>624.00</b>
196601	4/8/2022	016616 KURTZ AMBULANCE SERVICE INC.	3/31/22		EMS SERVICE AGREEMENT 3/1-3/3 01-21-000-72856	43,208.33
					<b>Total :</b>	<b>43,208.33</b>
196602	4/8/2022	017603 LAKESIDE CONSULTANTS	033122		MAR'22 SERVICES INVOICE - PLAN 01-33-300-72790	38,676.17
					<b>Total :</b>	<b>38,676.17</b>
196603	4/8/2022	012698 LEADS ONLINE LLC	326134	VTP-019076	LEADS ANNUAL RENEWAL 01-17-225-72720	3,946.00
					<b>Total :</b>	<b>3,946.00</b>
196604	4/8/2022	005222 LEE JENSEN SALES CO., INC.	0015254-00	VTP-019063	LOCATOR 01-26-023-73410	232.00
				VTP-019063	01-26-024-73410	116.00
				VTP-019063	63-00-000-73410	16.24
				VTP-019063	64-00-000-73410	69.60

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196604	4/8/2022	005222 LEE JENSEN SALES CO., INC.	(Continued)	VTP-019063	60-00-000-73410	146.16
					<b>Total :</b>	<b>580.00</b>
196605	4/8/2022	013499 LION GROUP, INC.	300011097		BUNKER CLEANING,REPAIR	607.30
			300011144		01-19-000-74619	
					NAME,LETTER PATCH	601.20
					01-19-000-74619	
					<b>Total :</b>	<b>1,208.50</b>
196606	4/8/2022	013858 LOWE'S HOME CENTER, INC.	040622		****4879 MAILBOXES	72.64
					01-26-023-73840	
					<b>Total :</b>	<b>72.64</b>
196607	4/8/2022	003440 M. COOPER WINSUPPLY CO.	08789801		CLOSET MODULE,SOLENOID SLOA	235.24
					01-26-025-72520	
					<b>Total :</b>	<b>235.24</b>
196608	4/8/2022	007100 M. E.SIMPSON COMPANY, INC	38399	VTP-018817	WATER ASSESSMENT PROGRAM 3	47,428.00
					60-00-000-72790	
					<b>Total :</b>	<b>47,428.00</b>
196609	4/8/2022	013969 MAP AUTOMOTIVE OF CHICAGO	40-660183		BATTERY PD 10B	118.50
			40-660209		01-17-205-72540	
					CORE CREDIT	-64.00
			40-660283		01-17-205-72540	
					PLENUM GSK,SPARK PLUG - PD S1	51.81
					01-17-205-72540	
					<b>Total :</b>	<b>106.31</b>
196610	4/8/2022	020322 MASTER AUTO SUPPLY	15030-116087		STABILIZER BAR LINK KIT	24.46
					01-17-205-72540	
					<b>Total :</b>	<b>24.46</b>
196611	4/8/2022	005645 MEADE ELECTRIC COMPANY INC.	699692		TRAFFIC SIGNAL MAINTENANCE	554.85
					01-26-024-72775	
					<b>Total :</b>	<b>554.85</b>

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196612	4/8/2022	006074 MENARDS	19494		NICKEL ROBE HOOK,50W PAR 16,3 60-00-000-73840	22.28
					63-00-000-73840	9.55
			19504		VH LADIES BATHROOM SUPPLIES- 01-26-025-72520	39.71
			19514		MAILBOXES SUPPLIES 01-26-023-73840	29.23
			19552		WHISK BROOM,27 GALLON TOTE 01-26-023-73410	33.42
			19593		WEDGE ANCHOR,SURGE 280 JL 2.1 01-26-025-72520	38.95
			19607		USB CHARGER,DECOR PLATE,RAT 01-21-000-72530	236.31
			19632		PICK SHOVEL,15QT LATCH,RATCHI 01-21-000-72530	210.13
					01-21-000-73110	119.99
			19681		TOILET BOWL CLEANER 01-26-025-73580	19.45
			19821		TOGGLE BOLT,DRIVE BIT,WALL AN 60-00-000-72528	15.52
					63-00-000-72528	15.53
			19824		DVD PLAYER 01-26-025-72140	24.96
			19873		MAILBOXES 01-26-023-73840	246.43
			19880		SCREW KIT FOR SENIOR CENTER 01-26-025-72520	13.99
			19904		DUCK MAX TAPE 01-26-023-73840	13.57
					01-26-024-73840	6.78
					60-00-000-73840	7.12
					63-00-000-73840	2.37
					64-00-000-73840	4.08
			19910		CHAINSAW SCRENCH,SHARPENIN 01-26-023-73410	183.80
			19915		WOOD STAKES,SPRAYBOND,SPRA 60-00-000-75710	19.38

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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>
196612	4/8/2022	006074 MENARDS	(Continued)		64-00-000-75710	8.30
					60-00-000-73870	5.92
					63-00-000-73870	5.92
					64-00-000-73870	5.06
			19916		9PC HEX KEY SET	
					60-00-000-73410	4.72
					63-00-000-73410	0.52
					64-00-000-73410	2.25
					<b>Total :</b>	<b>1,345.24</b>
196613	4/8/2022	020465 MERCER, PAMELA	Ref001419773		UB Refund Cst #00451481	
					60-00-000-20599	194.66
					<b>Total :</b>	<b>194.66</b>
196614	4/8/2022	012517 MERIDIAN IT INC	510336		TROUBLESHOOTING CSR GENERA	
			510553		01-16-000-72650	877.50
			511012		TROUBLESHOOTING SVC NETWOF	
					01-16-000-72650	1,202.50
					FIREWALL CHANGE SERVICE	
					01-16-000-72650	1,350.00
					<b>Total :</b>	<b>3,430.00</b>
196615	4/8/2022	020462 MICHALOW, MARK	031522		REIMB FOR IRISH PARADE ENTRY	
					01-14-000-79099	100.00
					<b>Total :</b>	<b>100.00</b>
196616	4/8/2022	012395 MICROSYSTEMS, INC.	085493		ANNUAL MAINT PAPERVISION ENT	
					01-16-000-72655	838.00
					<b>Total :</b>	<b>838.00</b>
196617	4/8/2022	005904 MIDWEST AIR PRO	14033		EXHAUST SYSTEM REPAIR FD #49	
					01-19-000-72520	505.50
					<b>Total :</b>	<b>505.50</b>
196618	4/8/2022	017651 MSC INDUSTRIAL SUPPLY CO.	5300076001		HEX NUT,MINI BULB,SCOTCH LOKS	
					01-26-024-72540	36.99

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196618	4/8/2022	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		01-26-023-72540	73.97
					60-00-000-72540	38.84
					63-00-000-72540	12.94
					64-00-000-72540	22.19
			5308032001		FUEL STABILIZER	
					01-26-024-72540	20.17
					01-26-023-72540	40.36
					60-00-000-72540	21.19
					63-00-000-72540	7.06
					64-00-000-72540	12.11
					<b>Total :</b>	<b>285.82</b>
196619	4/8/2022	015386 MUNICIPAL GIS PARTNERS, INC	6402		MAR'22 GIS STAFFING	
					01-16-000-72652	5,777.54
					60-00-000-72652	3,639.85
					63-00-000-72652	404.43
					64-00-000-72652	1,733.26
					<b>Total :</b>	<b>11,555.08</b>
196620	4/8/2022	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-3-22		CONS SVC CIMP FOR VTP MAR'22	
					30-00-000-75812	38,941.71
					11-00-000-72750	17,011.09
			TPCN-3-22-PD		PD SIMULCAST RADIO SYSTEM MA	
				VTP-018685	30-00-000-75812	93,240.00
					<b>Total :</b>	<b>149,192.80</b>
196621	4/8/2022	015723 NICOR	01981510009		ACCT#01981510009 METER 396896	
					01-26-025-72511	505.98
			06821610000		ACCT#06821610000 METER276933:	
					60-00-000-72511	150.70
					63-00-000-72511	150.70
					64-00-000-72511	129.18
			12213610004		ACCT#12213610004 METER 503139	
					01-26-025-72511	734.89
			53463710003		ACCT#53463710003 METER 291221	
					01-26-025-72511	123.14

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196621	4/8/2022	015723 NICOR	(Continued) 54072310003		ACCT#54072310003 METER 542086 01-26-025-72511	1,712.99
			73675410002		ACCT#73675410002 METER 35613C 01-26-025-72511	2,470.71
			74433410003		ACCT#7443410003 METER 3575402 01-26-025-72511	49.24
			83523710008		ACCT#83523710008 METER 30262C 01-26-025-72511	2,828.26
			96019958527		ACCT#96019958527 METER 458266 01-26-025-72511	299.10
<b>Total :</b>						<b>9,154.89</b>
196622	4/8/2022	019313 NPL	Ref001419776		UB Refund Cst #00509131 60-00-000-20599	521.07
<b>Total :</b>						<b>521.07</b>
196623	4/8/2022	010135 ONSITE COMMUNICATIONS USA, INC	51807	VTP-019067	MOBILE RADIOS 30-00-000-74220	4,740.00
			51820		MAGNETIC MIC HANG UP CLIP ANC 01-21-000-72550	513.00
			51840		MOTOROLA MTR3000 RECEIVER FI 11-00-000-72750	1,525.00
			51846		STARTECH 4 POST RACK 42U ADJL 30-00-000-75112	1,684.71
			51848		TIMES MICROWAVE LMR-600,EZ-6C 30-00-000-75112	2,706.00
<b>Total :</b>						<b>11,168.71</b>
196624	4/8/2022	020463 OWENS, DONNA	031722		MAILBOX REIMB 8462 MEADOW EC 01-26-023-73840	298.00
<b>Total :</b>						<b>298.00</b>
196625	4/8/2022	006640 P.A.W.S.	033122		IMPOUND FEES 2021,CONTRIBUTIO 01-17-220-72240	9,910.00
<b>Total :</b>						<b>9,910.00</b>

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196626	4/8/2022	020455 PARADA, ANA	033122		OVERCHARGED ON-LINE STICKER 06-00-000-79005	60.00
					<b>Total :</b>	<b>60.00</b>
196627	4/8/2022	006475 PARK ACE HARDWARE	067660/1		ACCT#891432 INV#067660/1 SLEDC 01-26-023-73410	34.86
					<b>Total :</b>	<b>34.86</b>
196628	4/8/2022	020461 PAW PALACE ENTERPRISES	2175		ONE DOG AND INITIAL TRAINING 30-00-000-72145	15,250.00
			2176		SECOND DOG AND INITIAL TRAINING 30-00-000-72145	15,250.00
					<b>Total :</b>	<b>30,500.00</b>
196629	4/8/2022	017268 PETERSON JOHNSON & MURRAY	136100		4130.0003 LEGAL SVC RENDERED 01-14-000-72857	6,815.50
			136104		4130.0029 LEGAL SVC MENTAL HEA 20-00-000-72850	16,410.00
			136107		4130.0045 LEGAL SVC FOIA COOR 01-14-000-72850	9,372.00
			136108		4130.0047 LEGAL SVC 159TH STRE 28-00-000-72850	810.00
			136111		4131.0001 LEGAL SVC VTP GENER 01-14-000-72855	20,747.50
			136113		4160.0001 LEGAL SVC VTP PROSE 01-14-000-72858	1,935.00
					<b>Total :</b>	<b>56,090.00</b>
196630	4/8/2022	006499 PITNEY BOWES INC	1020386950		ACCT#0012198182 EQUIP RENTAL 01-14-000-72750	75.00
					60-00-000-72750	75.00
					<b>Total :</b>	<b>150.00</b>
196631	4/8/2022	006597 PITNEY BOWES PURCHASE POWER	040522		ACCT#8000-9000-0107-6300 POSTA 01-14-000-72110	1,272.09
					01-33-300-72110	111.63
					01-41-040-72110	1.06



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196631	4/8/2022	006597	PITNEY BOWES PURCHASE POWER	(Continued)		
					01-13-000-72110	50.30
					01-41-046-72110	26.14
					01-17-217-72110	386.31
					01-19-020-72110	398.37
					01-35-000-72110	140.33
					01-33-310-72110	178.83
					01-41-056-72110	139.49
					06-00-000-72110	76.85
					01-41-050-72110	10.05
					60-00-000-72110	401.82
					64-00-000-72110	172.74
					<b>Total :</b>	<b>3,366.01</b>
196632	4/8/2022	006507	POSTMASTER, U. S. POST OFFICE	033122	APRIL '22 WATER BILLS	
					60-00-000-72110	2,210.55
					64-00-000-72110	947.38
					<b>Total :</b>	<b>3,157.93</b>
196633	4/8/2022	006635	POWER EQUIPMENT LEASING CO.	S 1629	BUCKET COVER	
					01-26-024-72530	203.51
					<b>Total :</b>	<b>203.51</b>
196634	4/8/2022	018820	RITTER, DANIEL	040522	REIMB PARKING FOR CONTINUING	
					01-33-310-72130	9.90
					<b>Total :</b>	<b>9.90</b>
196635	4/8/2022	006874	ROBINSON ENGINEERING CO. LTD.	22030339	21-R0545 TP KIMBERLY HEIGHTS C	
					65-00-000-75310	18,000.00
					<b>Total :</b>	<b>18,000.00</b>
196636	4/8/2022	017867	ROG, THEODORE	033122	OVERCHARGED ON-LINE STICKER	
					06-00-000-79005	1.50
					<b>Total :</b>	<b>1.50</b>
196637	4/8/2022	020467	SALINA'S CATERING	Ref001419775	UB Refund Cst #00506162	
					60-00-000-20599	63.65

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196637	4/8/2022	020467	020467 SALINA'S CATERING		(Continued)	<b>Total : 63.65</b>
196638	4/8/2022	007629	SAM'S CLUB DIRECT	007629	WATER,CANDY FOR EASTER BUNN	
					01-35-000-72923	82.40
					01-26-025-73580	18.98
					01-26-024-73115	3.34
					01-26-023-73115	6.69
					60-00-000-73115	2.34
					63-00-000-73115	2.34
					64-00-000-73115	2.01
					60-00-000-73110	3.72
					63-00-000-73110	0.41
					64-00-000-73110	1.77
					01-26-023-73110	5.91
					01-26-024-73110	2.95
			040522		WATER,COFFEE,VENDING COOKIE	
					01-14-000-73115	26.20
					60-00-000-73115	9.37
					63-00-000-73115	9.37
					64-00-000-73115	8.04
					01-26-023-73115	26.78
					01-26-024-73115	13.39
					01-14-000-73115	9.39
					<b>Total :</b>	<b>235.40</b>
196639	4/8/2022	007453	SERVICE SANITATION, INC.	8361695	RESTROOM - FIREMAN TRAINING (	
					01-19-000-72750	196.76
					<b>Total :</b>	<b>196.76</b>
196640	4/8/2022	007577	SHERWIN WILLIAMS CO	1038-0	PAINT - POST 4	
					64-00-000-73620	101.58
					<b>Total :</b>	<b>101.58</b>
196641	4/8/2022	013043	SITE DESIGN GROUP, LTD.	7954AS01-03	VTP-018340 TP PANDUIT LEGACY F	
					16-00-000-75315	460.00
			7954AS02-02		ENTRY PLAZA AT SOUTHEAST COF	
				VTP-018941	16-00-000-75315	1,000.00

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196641	4/8/2022	013043	013043 SITE DESIGN GROUP, LTD.	(Continued)		<b>Total : 1,460.00</b>
196642	4/8/2022	020457	SMITH, HELEN	033122	OVERCHARGED ON-LINE STICKER 06-00-000-79005	1.50 <b>Total : 1.50</b>
196643	4/8/2022	013109	SO. SUBURBAN ENVIR. HEALTH CL	040422	MEMBERSHIP J.ZORENA 01-33-300-72720	250.00
				040422.	MEMBERSHIP - K.KARCZEWSKI 01-33-300-72720	250.00
				040422..	MEMBERSHIP M.SHAH 01-33-300-72720	250.00
					<b>Total : 750.00</b>	
196644	4/8/2022	007224	STANDARD EQUIPMENT COMPANY	P35058	TUBE ,WATER 01-26-023-72540	44.79
				P35145	PRESSURE SWITCH 01-26-023-72540	49.90
					<b>Total : 94.69</b>	
196645	4/8/2022	012238	STAPLES BUSINESS ADVANTAGE	3503499835	ENVELOPE,BINDER CLIPS,STAPLE 01-17-205-73110	209.94
				3503499836	HP TONER 01-17-205-73110	246.95
					<b>Total : 456.89</b>	
196646	4/8/2022	015452	STEINER ELECTRIC COMPANY	S007109263.001	ELECTRICAL SUPPLIES 01-26-025-72520	2,175.48
				S007112243.001	WATER 52 AUX PARTS - REEL CUT: 60-00-000-72540	9.73
					63-00-000-72540	3.24
					64-00-000-72540	5.56
				S007113829.001	5000 REEL,GALV COUPLING,NO TH 01-26-024-73570	498.82
				S007113840.001	CONDUIT,GALV ELBO 90DEG 01-26-024-73570	413.44
				S007113844.001	TUFF GRIP PRO,PLIERS,MARKER	

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196646	4/8/2022	015452 STEINER ELECTRIC COMPANY	(Continued)			
			S007114732.001		01-26-024-73570 STEEL LOCKNUT,CONNECTOR - PI	150.37
			S007114815.001		01-26-025-72520 COMBINATION WIRE,PIANO HINGE	34.44
					60-00-000-72528	73.68
					63-00-000-72528	73.68
			S007114815.002		PIANO HINGE JIC BOX	
					60-00-000-72528	59.64
					63-00-000-72528	59.64
					<b>Total :</b>	<b>3,557.72</b>
196647	4/8/2022	007297 SUTTON FORD INC./FLEET SALES	542882		FILTER 2020 SUVS	
			542882.		01-17-205-72540 INVOICE PROCESSED IN ERROR A	36.90
					01-17-205-72540	36.90
					<b>Total :</b>	<b>73.80</b>
196648	4/8/2022	020459 SZARMOWICZ, HENRY	033122		OVERCHARGED ON-LINE STICKER	
					06-00-000-79005	3.00
					<b>Total :</b>	<b>3.00</b>
196649	4/8/2022	004400 THE GORMAN GROUP, LTD.	032822		APPRAISAL SERVICES LOT 399 179	
					60-00-000-72790	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
196650	4/8/2022	007717 THIRD DISTRICT FIRE CHIEF ASSN	4804		QUARTERLY MABAS 24 DUES AND	
					01-19-000-72720	1,825.25
					<b>Total :</b>	<b>1,825.25</b>
196651	4/8/2022	020344 THIRION, KRISTIN	040722		REIMBURSE SENIOR CENTER SUP	
					01-11-000-73110	94.60
					<b>Total :</b>	<b>94.60</b>
196652	4/8/2022	019712 TM TIRE CO INC	138924		CREDIT FROM INVOICE 138924	
			139928		01-26-023-72540 SERVICE CALL FLAT TIRE REPAIR	-9.00

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196652	4/8/2022	019712 TM TIRE CO INC	(Continued)		01-26-023-72540	183.00
					<b>Total :</b>	<b>174.00</b>
196653	4/8/2022	020458 TRANOWSKI, IRENE	033122		OVERCHARGED ON-LINE STICKER 06-00-000-79005	1.50
					<b>Total :</b>	<b>1.50</b>
196654	4/8/2022	009961 TSCHIGGFRIE, WILLIAM	033122		OVERCHARGED ON-LINE STICKER 06-00-000-79005	1.50
					<b>Total :</b>	<b>1.50</b>
196655	4/8/2022	002165 ULINE, INC	146771292		BULK CONTAINER W/SKID 01-26-023-73860	286.41
					<b>Total :</b>	<b>286.41</b>
196656	4/8/2022	012727 VERIPIC INC	34506	VTP-019079	VERIPIC LICENSE 01-17-220-72655	8,042.70
					<b>Total :</b>	<b>8,042.70</b>
196657	4/8/2022	006362 VILLAGE OF OAK LAWN	1-999015-00		ACCT# 1-9990015-00 3/1-4/1/22 60-00-000-73220 63-00-000-73220	720,282.59 664,876.23
					<b>Total :</b>	<b>1,385,158.82</b>
196658	4/8/2022	006362 VILLAGE OF OAK LAWN	7820		WINTRUST REGIONAL WATER LOA 60-00-000-73221	9,378.24
					<b>Total :</b>	<b>9,378.24</b>
196659	4/8/2022	013654 VOSS EQUIPMENT INC	101213890		FORKLIFT PARTS - WATER 140 60-00-000-72530 63-00-000-72530 64-00-000-72530	47.76 15.92 27.29
					<b>Total :</b>	<b>90.97</b>
196660	4/8/2022	014162 WAKE, DENNIS	033122		OVERCHARGED ON-LINE STICKER 06-00-000-79005	1.50

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196660	4/8/2022	014162	014162 WAKE, DENNIS		(Continued)	<b>Total : 1.50</b>
196661	4/8/2022	010165	WAREHOUSE DIRECT WORKPL SOLTNS 5206124-0		BINDERS 01-21-210-73110	110.91 <b>Total : 110.91</b>
196662	4/8/2022	011055	WARREN OIL CO.	W1463982	DIESEL USED 3/2-3/30/22 01-19-000-73545 60-00-000-73545 63-00-000-73545 64-00-000-73545 01-26-023-73545 01-26-024-73545 01-14-000-73531	639.72 173.55 43.39 92.98 1,158.96 61.73 1,252.59 <b>Total : 3,422.92</b>
<b>128 Vouchers for bank code :</b> apbank						<b>Bank total : 2,218,841.22</b>

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3940	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	210526W019	PAYEE-ADVANCED PAIN CONSULTA 01-14-000-72542	27.58 <b>Total : 27.58</b>
3941	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ADVANET 01-14-000-72542	414.39 <b>Total : 414.39</b>
3942	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-1	PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542	39.90 <b>Total : 39.90</b>
3943	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	210731W002	PAYEE-ENCOMPASS SPECIALTY NE 60-00-000-72542 63-00-000-72542 64-00-000-72542	71.03 13.53 36.24 <b>Total : 120.80</b>
3944	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	200505W003	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,107.00 <b>Total : 2,107.00</b>
3945	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	190514W019	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,580.50 <b>Total : 2,580.50</b>
3946	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	190326W026	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,064.00 <b>Total : 2,064.00</b>
3947	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	190326W026-1	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	4,794.50 <b>Total : 4,794.50</b>
3948	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	190326W026-2	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	2,838.00 <b>Total : 2,838.00</b>

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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>	
3949	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	191105W030	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	924.50	
					<b>Total :</b>	<b>924.50</b>	
3950	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	200211W025	PAYEE-PETERSON, JOHNSON & MI 01-14-000-72542	946.00	
					<b>Total :</b>	<b>946.00</b>	
3951	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-RADIOLOGY AND NUCLEAR 01-14-000-72542	236.58	
					<b>Total :</b>	<b>236.58</b>	
3952	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	210421W008	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52	
					<b>Total :</b>	<b>1,704.52</b>	
3953	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02	
					<b>Total :</b>	<b>1,113.02</b>	
3954	4/5/2022	018837	INSURANCE PROGRAM MANAGERS GR	2010 2107	PAYEE-IPMG 01-14-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542	23.00 14.90 2.84 7.60	
					<b>Total :</b>	<b>48.34</b>	
<b>15 Vouchers for bank code :</b> ipmq						<b>Bank total :</b>	<b>19,959.63</b>
<b>143 Vouchers in this report</b>						<b>Total vouchers :</b>	<b>2,238,800.85</b>



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

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

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

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

\_\_\_\_\_ Date

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Voucher List  
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126368	4/15/2022	003127 BLUE CROSS BLUE SHIELD	BCBS-NA-PPPR050122		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	1,165.00
			BCBS-NA-PR050122		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	2,099.00
<b>Total :</b>						<b>3,264.00</b>
<b>1 Vouchers for bank code : ap_py</b>						<b>Bank total : 3,264.00</b>

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

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**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>
196663	4/12/2022	006507 POSTMASTER, U. S. POST OFFICE	041122		PERMIT NO.6 BUSINESS BREAKFA: 01-41-045-72310	400.00
					<b>Total :</b>	<b>400.00</b>
196664	4/15/2022	010955 A T & T LONG DISTANCE	827776689		CORPORATE ID931719LB TIP LINE 01-17-225-72120	44.57
					<b>Total :</b>	<b>44.57</b>
196665	4/15/2022	010318 ADVOCATE CHRIST MEDICAL CNTR	033122		10 BLS PROIVDER E-CARDS 01-19-020-73606	30.00
					<b>Total :</b>	<b>30.00</b>
196666	4/15/2022	014341 AFTERMATH, INC.	JC2022-8142		BIO-HAZARD CLEANING 01-17-205-72750	155.00
					<b>Total :</b>	<b>155.00</b>
196667	4/15/2022	002734 AIR ONE EQUIPMENT, INC	179429P		TURNOUTCOAT AND HELMET	
			179483	VTP-019087	01-19-000-74619	1,359.00
			179543	VTP-019087	01-19-000-74619	1,134.00
			179726	VTP-019083	01-19-000-73870	8,520.00
			179726	VTP-019046	01-19-000-73410	595.00
			179726.	VTP-019051	01-19-000-72530	1,695.00
			179726..	VTP-019050	01-19-000-73410	1,325.00
					<b>Total :</b>	<b>14,628.00</b>
196668	4/15/2022	008979 ALECK PLUMBING INC.	S131685		DRINKING FOUNTAIN/WATER BOTI 30-00-000-75907	2,485.00
				VTP-019044		
					<b>Total :</b>	<b>2,485.00</b>
196669	4/15/2022	017521 ALL STAR FENCE	032422		STAIR CASE FOR POST #1 6640 W 60-00-000-72520	10,100.00
				VTP-019019		
					<b>Total :</b>	<b>10,100.00</b>

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Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196670	4/15/2022	020071 AMSIVE LLC	553690		LATE NOTICES AND SET UP	
					60-00-000-72310	241.84
					64-00-000-72310	103.65
					60-00-000-72110	334.14
					64-00-000-72110	143.20
					<b>Total :</b>	<b>822.83</b>
196671	4/15/2022	010953 BATTERIES PLUS - 277	P49940081		12VLEAD BATTERY	
					14-00-000-74150	176.80
					<b>Total :</b>	<b>176.80</b>
196672	4/15/2022	003015 BEHRENS, JERRY	AP050122		JERRY BEHRENS HEALTH INSURAI	
					01-17-205-72435	169.00
					<b>Total :</b>	<b>169.00</b>
196673	4/15/2022	020280 BETTENHAUSEN & ASSOCIATES LLC	031922		FINANCIAL AND ADMIN PROF SVC '	
			040922		01-15-000-72790	6,300.00
					FINANCIAL AND ADMIN PROF SVC '	
					01-15-000-72790	7,387.50
					<b>Total :</b>	<b>13,687.50</b>
196674	4/15/2022	002974 BETTENHAUSEN CONSTRUCTION SERV 220028			SEMI TRUCK TIME FOR HAULING L	
					60-00-000-73681	385.88
					63-00-000-73681	42.88
					64-00-000-73681	183.75
					01-26-023-72890	262.49
					<b>Total :</b>	<b>875.00</b>
196675	4/15/2022	016817 BEVERLY SNOW AND ICE INC	58599		MUNICIPAL PARKING LOT SNOW R	
				VTP-018789	01-26-023-72785	26,045.00
				VTP-018789	70-00-000-72740	10,920.00
				VTP-018789	01-26-023-72785	1,500.00
					<b>Total :</b>	<b>38,465.00</b>
196676	4/15/2022	003127 BLUE CROSS BLUE SHIELD	BCBS-NA-AP050122		IL065LB000001212-0 HEALTH INS E	
					63-00-000-72435	13.38
					64-00-000-72435	35.85

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196676	4/15/2022	003127	BLUE CROSS BLUE SHIELD	(Continued)		
					60-00-000-72435	78.21
					63-00-000-72435	14.89
					64-00-000-72435	39.90
					01-12-000-72435	140.00
					01-19-020-72435	291.00
					01-26-023-72435	396.50
					01-33-300-72435	106.50
					60-00-000-72435	66.44
					63-00-000-72435	12.66
					64-00-000-72435	33.90
					60-00-000-72435	70.27
					63-00-000-72435	13.38
					64-00-000-72435	35.85
					01-33-300-72435	133.00
					60-00-000-72435	70.27
					63-00-000-72435	13.38
					64-00-000-72435	35.85
					60-00-000-72435	70.27
					63-00-000-72435	13.38
					64-00-000-72435	35.85
					60-00-000-72435	70.27
			BCBS-NA-PPAP050122		IL065LB000001212-0 HEALTH INS E	
					01-17-205-72435	1,165.00
					<b>Total :</b>	<b>2,956.00</b>
196677	4/15/2022	018671	BONAREK, DAVID	040822	LUNCH REIMB CHAINSAW TRAININ	
					01-26-023-72140	11.71
					<b>Total :</b>	<b>11.71</b>
196678	4/15/2022	003328	CATCHING FLUIDPOWER INC	L35008-001	PH AIR BRAKE WATER 69 AUX	
					60-00-000-72540	21.08
					63-00-000-72540	7.03
					64-00-000-72540	12.05
					<b>Total :</b>	<b>40.16</b>
196679	4/15/2022	015199	CHICAGO PARTS & SOUND LLC	2J0003568	VERN REPAIR DOOR PANEL PD#9E	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196679	4/15/2022	015199 CHICAGO PARTS & SOUND LLC	(Continued)			
			3-0049160		01-17-205-72540 INTERCEPTOR UTILITY BASE MTR	180.00
			3-0049212		01-17-205-72540 NOLOCON LINK RH FRT STA PD 2T	44.13
					01-17-205-72540	45.31
					<b>Total :</b>	<b>269.44</b>
196680	4/15/2022	017349 CHICAGO STREET CCDD, LLC	21925		DUMP FEE 3/28-3/29/22	
					01-26-023-72890	420.00
					<b>Total :</b>	<b>420.00</b>
196681	4/15/2022	003137 CHRISTOPHER B.BURKE ENGINEERNG	173950		01.R160373.00008 POST 5 LIFT STA	
			173952		61-00-000-72840	8,109.50
			173953		01.R160373.00030 WESTERN PRES	
					26-00-000-75708	1,206.00
			173954		01.R160373.0003C LIGHTING PHASE	
					30-00-000-75500	1,531.50
			173955		01.R160373.00002 INTERIM VIL ENC	
					64-00-000-72840	3,420.00
					30-00-000-74604	40.50
					01-26-025-72840	281.50
			173956		01.R160373.00024 WATER MODEL I	
					60-00-000-75813	281.40
					63-00-000-75813	281.40
					64-00-000-75813	241.20
			173957		01.R160373.00031 183RD ST OVER	
					01-26-025-72840	955.00
			173958		01.R160373.D0025 DOROTHY LN W	
					26-00-000-75705	5,631.75
			173959		01.R160373.D0026 IRONWOOD DR	
					26-00-000-75704	6,876.00
			173959		01.R160373.D0029 LAGRANGE RD	
					26-00-000-75708	10,582.00
			1739591		01.R160373.00027 WATER RATE ST	
					60-00-000-72840	3,245.76
					63-00-000-72840	360.64

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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>
196681	4/15/2022	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued)		64-00-000-72840	1,545.60
					<b>Total :</b>	<b>44,589.75</b>
196682	4/15/2022	013820 CINTAS CORPORATION	9172147501		MEDICINE CABINET - PW GARAGE	406.96
			9172153698		01-26-025-73117 MEDICINE CABINET - VH	187.46
					01-26-025-73117	187.46
					<b>Total :</b>	<b>594.42</b>
196683	4/15/2022	013820 CINTAS CORPORATION	4115666897		MATS - PD	111.81
			4115796217		01-26-025-72790 MATS - VH	210.33
					01-26-025-72790	210.33
					<b>Total :</b>	<b>322.14</b>
196684	4/15/2022	012057 COMCAST CABLE	8771401810010702		ACCT#8771401810010702 16250 OF	10.51
			8771401810028977		01-35-000-72517 ACCT#8771401810028977 7980 183	52.55
					01-26-025-72517	52.55
					<b>Total :</b>	<b>63.06</b>
196685	4/15/2022	013878 COMED - COMMONWEALTH EDISON	2777112019		ACCT#2777112019 175TH ST & SAN	227.85
					01-26-023-72510	227.85
					<b>Total :</b>	<b>227.85</b>
196686	4/15/2022	016620 COMMUNICATION ZONE, INC.	32013	VTP-019031	EMERGENCY FIBER OPTIC REPAIR	14,443.00
					01-26-025-72777	14,443.00
					<b>Total :</b>	<b>14,443.00</b>
196687	4/15/2022	012826 CONSTELLATION NEWENERGY, INC.	62106436001		ACCT#875222 UTIL#3613125002 O I	1,028.37
			62106437301		64-00-000-72510 ACCT#875223 UTIL#3670129006 16	291.93
			62106440601		64-00-000-72510 ACCT#875224 UTIL#3784068018 18	4,635.65
					60-00-000-72510	4,635.65
					63-00-000-72510	4,635.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196687	4/15/2022	012826 CONSTELLATION NEWENERGY, INC.	(Continued) 62106458101		ACCT#875225 UTIL#4373166015 66 60-00-000-72510	2,902.61
			62106496101		63-00-000-72510 ACCT#875227 UTIL#5095140029 17 64-00-000-72510	2,902.61 3,673.23
<b>Total :</b>						<b>20,070.05</b>
196688	4/15/2022	018234 CORE & MAIN LP	Q422329		3/4 BRONZE METER CONNECTION 60-00-000-73631	448.00
			Q614614		64-00-000-73631 PLUMBING SUPPLIES	192.00
				VTP-019066	60-00-000-73630	30.24
				VTP-019066	63-00-000-73630	3.36
				VTP-019066	64-00-000-73630	14.40
				VTP-019066	60-00-000-73630	434.70
				VTP-019066	63-00-000-73630	48.30
				VTP-019066	64-00-000-73630	207.00
			Q629437		HYMAX CPLG,FLGXFLG DI PIPE -W 60-00-000-73630	824.65
					63-00-000-73630	91.63
					64-00-000-73630	392.69
<b>Total :</b>						<b>2,686.97</b>
196689	4/15/2022	003517 CURRIE MOTORS	H14423		2022 FORD F550 CHASSIS FOR AE 30-00-000-74234	43,295.00
<b>Total :</b>						<b>43,295.00</b>
196690	4/15/2022	004009 EAGLE UNIFORM CO INC	INV-7089		BLANKET PO FOR CLASS B UNIFOI 01-19-000-73610	305.00
			INV-7130	VTP-018597	BLANKET PO FOR CLASS A UNIFOI 01-19-000-73610	962.50
			INV-7131	VTP-018598	BLANKET PO FOR CLASS A UNIFOI 01-19-000-73610	1,485.45
			INV-7171	VTP-018598	BLANKET PO FOR CLASS B UNIFOI 01-19-000-73610	548.75
			INV-7198	VTP-018597	BLANKET PO FOR CLASS A UNIFOI 01-19-000-73610	



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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>
196690	4/15/2022	004009 EAGLE UNIFORM CO INC	(Continued)	VTP-018598	01-19-000-73610	331.50
<b>Total :</b>						<b>3,633.20</b>
196691	4/15/2022	019561 ENDLESS COMMUNICATIONS USA LLC	DG-1489		PUSH TO TALK LTE DATA RADIO SV 01-42-000-72540	45.76
<b>Total :</b>						<b>45.76</b>
196692	4/15/2022	004119 ETP LABS INC.	22-135884		COLIFORM SAMPLES 60-00-000-72865 63-00-000-72865	497.00 213.00
<b>Total :</b>						<b>710.00</b>
196693	4/15/2022	004019 EVON'S TROPHIES & AWARDS	040622		NAME PLATE D.ADAMSKI 01-15-000-73110	57.94
<b>Total :</b>						<b>57.94</b>
196694	4/15/2022	020246 FIFTH THIRD BANK	030222		****2177 WORKING LUNCH 01-11-000-72220	65.98
			030722		****2177 MEMBERSHIP 1/1-12/31/22 01-15-000-72720	595.00
			030722		****2177 OFFICE SUPPLIES CREDIT 01-14-000-73110	-3.31
			030722.		****2177 OFFICE SUPPLIES CREDIT 01-14-000-73110	-3.32
			030722..		****2177 OFFICE SUPPLIES RETUR 01-14-000-73110	-4.89
			030922		****2177 EMPLOYEE ENGAGEMENT 01-12-000-72974	7.49
			030922.		****2177 EMPLOYEE ENGAGEMENT 01-12-000-72974	131.64
			031122		****2177 ASST. FIN DIR RECRUITME 01-12-000-72220	188.80
			031422		****2177 ANNOUNCERS AND VOLUI 01-35-000-72923	179.94
			031522		****2177 ANNUAL SUBSCRIPTION 01-35-000-72720	180.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196694	4/15/2022	020246 FIFTH THIRD BANK	(Continued)			
			031622		****2177 BENCHES ARTIST RECEP1 01-35-000-72923	330.00
			031722		***2177 CARWASH COUPONS 01-17-205-72540	900.00
			031822		****2177 PRIORITY MAILING FOR HI 01-14-000-72110	12.40
			031822		****2177 SSWWA MEETING 4.21.22 63-00-000-72170	21.00
					64-00-000-72170	18.00
					60-00-000-72170	21.00
			032022		****2177 ADOBE STOCK 01-35-000-72985	29.99
			032122		****2177 MONTHLY SUBSCRIPTION 01-35-000-72720	27.72
			032122		****2177 CONSTRUCTION SOFTWA 01-26-023-72655	370.81
			032322		****2177 ILLINOIS CLASS A/B/C OPE 01-26-025-72140	150.00
			032322		****2177 PLANNING LAW SESSION 01-33-310-72140	17.55
			032322.		****2177 PLANNING LAW SESSION 01-33-310-72140	17.55
			032522		****2177 SUBSCRIPTION ANNUAL A 01-35-000-72720	900.00
			032922		****2177 SUPPLIES FOR PIC WITH I 01-35-000-72923	235.30
			033122		****2177 LODGING FOR THE WATEF 60-00-000-72170	102.94
				VTP-018919	63-00-000-72170	102.94
				VTP-018919	64-00-000-72170	88.24
			033122.		****2177 LODGING FOR THE WATEF 60-00-000-72170	102.94
				VTP-018919	63-00-000-72170	102.94
				VTP-018919	64-00-000-72170	88.24
			033122..		****2177 LODGING FOR THE WATEF 60-00-000-72170	102.94
				VTP-018919	60-00-000-72170	102.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196694	4/15/2022	020246 FIFTH THIRD BANK	(Continued)			
				VTP-018919	63-00-000-72170	102.94
				VTP-018919	64-00-000-72170	88.24
			033122...		****2177 LODGING FOR THE WATEF	
				VTP-018919	60-00-000-72170	102.95
				VTP-018919	63-00-000-72170	102.95
				VTP-018919	64-00-000-72170	88.22
			03362-32702686		****2177 SUBSCRIPTION TO CANVA	
					01-26-024-72655	23.99
					01-26-023-72655	48.00
					60-00-000-72655	30.24
					63-00-000-72655	3.36
					64-00-000-72655	14.40
			1081146770		****2177 MANFROTTO PANORAMIC	
					01-35-000-72982	658.37
			1081178246		****2177 GLIDE GEAR IPAD SMARTI	
					01-35-000-72982	218.40
			111-1349221-8159428		****2177 HEAVY DUTY RUBBER DOI	
					01-26-025-72520	153.93
			111-1716968-4894642		****2177 LOCK OUT KITS,FIRE EXTI	
				VTP-019033	01-26-025-72520	134.01
					01-26-025-72520	89.95
			111-1981268-0916263		****2177 STAMP REFILL INK,SELF IN	
					60-00-000-73110	25.17
					63-00-000-73110	2.80
					64-00-000-73110	11.98
			111-2744073-4981068		****2177 RUBBERMAID BRUTE MAI	
					01-26-025-73580	44.49
			111-3452290-2000223		****2177 COMFILIFE ANTI FATIGUE	
					01-33-000-73110	79.92
			111-3830497-6037037		****2177 VLIKE LCD DIGITAL AUDIO	
					60-00-000-73845	35.27
					63-00-000-73845	3.92
					64-00-000-73845	16.80
			111-4086873-1492254		****2177 VARI DESK PRO PLUS - DL	
					01-33-000-73110	782.10
			111-4335508-0187468		****2177 COFFEE MAKER COVER	

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196694	4/15/2022	020246 FIFTH THIRD BANK	(Continued)			
					01-26-024-73110	4.00
					01-26-023-73110	7.99
					60-00-000-73110	5.04
					63-00-000-73110	0.56
					64-00-000-73110	2.39
			111-5482821-5469041		****2177 ALL SEAL MULTI-PURPOSE	
					60-00-000-73630	43.22
					63-00-000-73630	4.80
					64-00-000-73630	20.58
			111-6553248-0577061		****2177 STRING MOP HEADS REPL	
					01-26-025-73580	123.92
			111-6981678-5653865		****2177 EXPANDING ORGANIZER F	
					01-15-000-73110	13.29
			112-0165859-8025815		****2177 RETURN 2 SETS TRAILER	
				S	01-26-024-73870	-9.80
				S	01-26-023-73870	-19.60
				S	60-00-000-73870	-6.86
				S	63-00-000-73870	-6.86
				S	64-00-000-73870	-5.89
			112-1716968-4894642.		****2177 LOCK OUT KITS AND INSPI	
				VTP-019033	01-26-025-72520	670.05
			112-3209308-2085041		****2177 BATTERY FOR CANON EO:	
					01-35-000-72982	177.60
			11253713209153010		****2177 ORDER LOST IN TRANSIT	
					01-26-024-73870	-12.95
					01-26-023-73870	-25.91
					60-00-000-73870	-9.07
					63-00-000-73870	-9.07
					64-00-000-73870	-7.77
			112-9303704-6133057		****2177 150PC JUMBO EASTER EG	
					01-14-000-72974	77.97
			113-3263797-0321862		****2177 DUAL MONITOR STAND,DF	
					01-26-024-73110	15.25
					01-26-023-73110	30.51
					60-00-000-73110	19.22
					63-00-000-73110	2.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196694	4/15/2022	020246 FIFTH THIRD BANK	(Continued)			
			113-5994800-6209067		64-00-000-73110 ****2177 GLOVES FOR COMPETITIC	9.15
			113-7475684-3242656		01-26-023-73870 ****2177 HEX KEY WITH JOURNEYM	32.70
			114-3024956-7063413		01-26-024-73410 ****2177 RETURN OF ITEM NEVER I	14.96
			114-4461403-8149067		01-15-000-73110 ****2177 LOTITECH PTZ PRO 2 CAM	-20.99
			114-4817153-8252233		01-16-000-74128 ****2177 ENGINEER'S SCALE WOOL	1,099.98
					01-26-024-73840	5.35
					01-26-023-73840	10.70
					60-00-000-73840	5.62
					63-00-000-73840	1.87
					64-00-000-73840	3.22
			114-5313351-8615424		****2177 SYNCWIRE IPHONE CHAR	
					60-00-000-73110	12.59
					63-00-000-73110	1.40
					64-00-000-73110	5.99
					01-26-024-73115	18.01
					01-26-023-73115	35.99
					60-00-000-73115	12.60
					63-00-000-73115	12.60
					64-00-000-73115	10.80
			357299		****2177 PUBLIC INSTITUTION FEE\$	
					01-33-320-72720	125.00
			3BNW7RPHGDN		****2177 SUBURBAN BLD OFFIC CC	
					01-33-300-72140	150.00
			4MNWWQYQVLR		****2177 SO. BLDG OFFICIALS CON	
					01-33-300-72140	150.00
			4TNBJRYZV74		****2177 SUBURBAN BLD OFFIC C	
					01-33-300-72140	150.00
			5653751		****2177 LICENSE PLATES RENEWA	
					01-17-205-72860	154.40
			7GUGQBBL62		****2177 FACEBOOK SPONSOR PO:	
					01-35-000-72653	75.00

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196694	4/15/2022	020246 FIFTH THIRD BANK	(Continued) 86876-382-1-2CBF		****2177 APRIL ILCMA PROF DEV P. 01-12-000-72170	75.00
			A3P6LBBKK62		****2177 FACEBOOK SPONSOR PO: 01-35-000-72653	47.89
			D3MY2CTKJ62		****2177 FACEBOOK SPONSOR PO: 01-35-000-72653	125.00
			E2207406079		****2177 SIMPLIFLE SYSTEM 16436 01-14-000-72355	103.38
			E2207406108		****2177 SIMPLIFLE SYSTEM 16918 01-14-000-72355	103.38
			E2208718182		****2177 SIMPLIFILE SYSTEM 7535 01-14-000-72355	103.38
			HCNCWXFQGZR		****2177 SUBURBAN BLD OFFIC CC 01-33-300-72140	150.00
			HFNZGDXYH3L		***2177 SUBURBAN BLD OFFIC COI 01-33-300-72140	150.00
			LZNRNKT36Q		****2177 SO. BLDG OFFICIALS CON 01-33-300-72140	150.00
			R4961188		****2177 LENOVO THNKPAD ULTRA 01-16-000-74128	1,155.50
			VK8ECCFH62		****2177 SPONSOR POSTING 01-35-000-72653	75.00
			VZ2CGBKK62		****2177 FACEBOOK SPONSOR PO: 01-35-100-72653	75.00
<b>Total :</b>						<b>13,437.45</b>
196695	4/15/2022	015058 FLEETPRIDE	97847071		HOSE 01-26-023-72540	12.39
<b>Total :</b>						<b>12.39</b>
196696	4/15/2022	011132 FORCE ENTERPRISES	054966		VILLAGE ENVELOPES 01-14-000-72310	168.28
			054967		VILLAGE ENVELOPES 01-14-000-72310	172.90
<b>Total :</b>						<b>341.18</b>

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196697	4/15/2022	020350 FRENCH, JEFFREY	3242		ICS400:ADV INCIDENT COMMPAN S 01-19-000-72145	250.00
					<b>Total :</b>	<b>250.00</b>
196698	4/15/2022	019349 GARVEY'S OFFICE PRODUCTS	PINV2240385		BINDERS 01-19-020-73110	108.74
			PINV2241933		DESK PAD,PROTECTOR SHEET,ER 01-19-000-73110	108.95
					<b>Total :</b>	<b>217.69</b>
196699	4/15/2022	004500 GASVODA & ASSOCIATES, INC	INV2200575		PUMP SVC 183RD & RIDGELAND 1 60-00-000-72528	934.20
					63-00-000-72528	934.20
					<b>Total :</b>	<b>1,868.40</b>
196700	4/15/2022	015941 GAWRON, SEAN P	040322		PER DIEM REIMB CRASH INVESTIC 01-17-220-72140	300.00
					<b>Total :</b>	<b>300.00</b>
196701	4/15/2022	004438 GRAINGER	9269945276		EYEWASH W/DIVERTER FAUCET M 60-00-000-72528	51.95
			9272280257		63-00-000-72528	51.95
					MARKING WAND 01-35-000-72954	70.42
					<b>Total :</b>	<b>174.32</b>
196702	4/15/2022	020469 HIGHWAY DEPARTMENT OF ORLAND	031522		REFUND DIFFERENCE IN IRISH PA 01-14-000-79099	85.00
					<b>Total :</b>	<b>85.00</b>
196703	4/15/2022	010238 HOME DEPOT CREDIT SERVICES	W885172403		****2304 GAS GRILL AND TANK 01-26-025-73870	136.94
					<b>Total :</b>	<b>136.94</b>
196704	4/15/2022	012328 HOMER INDUSTRIES	S174070		DROP CHARGE - CHIPS,LOGS 01-26-023-72890	150.00
					<b>Total :</b>	<b>150.00</b>

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196705	4/15/2022	004843 ICMA	479119		MEMBERSHIP P.CARR 01-12-000-72720	1,400.00
					<b>Total :</b>	<b>1,400.00</b>
196706	4/15/2022	004985 ILLINOIS STATE TOLL HWY AUTH	G127000005335		ACCT#8793 TOLL FEES 1/1-3/31/22 01-17-205-72130 01-26-023-72170 01-26-024-72170 84-00-000-20199	5.50 10.75 9.60 9.00
					<b>Total :</b>	<b>34.85</b>
196707	4/15/2022	005186 INTERSTATE BATTERY SYSTEM	314247		SLA1055 BATTERY STREET 100 01-26-023-72540	32.95
					<b>Total :</b>	<b>32.95</b>
196708	4/15/2022	004875 IRMA	SALES0019876		JANUARY'22 DEDUCTIBLE 01-14-000-72541	360.00
					<b>Total :</b>	<b>360.00</b>
196709	4/15/2022	006948 JOE RIZZA FORD OF ORLAND PARK	664705		BATTERY INSTALL PD 1SAM 01-17-205-72540	236.01
					<b>Total :</b>	<b>236.01</b>
196710	4/15/2022	005349 KORTUM, LISA	041122		TELECOMMUNICATOR WEEK LUNC 01-21-210-72974	307.09
					<b>Total :</b>	<b>307.09</b>
196711	4/15/2022	019201 LABRIOLA, MATTHEW	040822		LUNCH REIMB CHAINSAW TRAININ 01-26-023-72140	9.76
					<b>Total :</b>	<b>9.76</b>
196712	4/15/2022	020207 LENNY'S GAS N WASH 183RD ST	3008		CAR WASH - VM MARCH 2022 01-12-000-72540	8.00
			3009		CAR WASH - CD MARCH 2022 01-33-300-72540	40.00
			3010		CAR WASH - PD MARCH 2022 01-17-205-72540	116.00
			3011		CAR WASH - PW MARCH 2022	



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196712	4/15/2022	020207 LENNY'S GAS N WASH 183RD ST	(Continued)		01-26-024-72540	4.00
					60-00-000-72540	2.10
					63-00-000-72540	0.70
					64-00-000-72540	1.20
					<b>Total :</b>	<b>172.00</b>
196713	4/15/2022	013858 LOWE'S HOME CENTER, INC.	041322		****4879 3 TIER KITCHEN UTILITY C	
					01-14-000-72974	265.96
					<b>Total :</b>	<b>265.96</b>
196714	4/15/2022	019023 M & F SERVICES ONE INC	2430		TESTING AND CERT ON FIRE SYST	
					01-26-025-72790	180.00
					<b>Total :</b>	<b>180.00</b>
196715	4/15/2022	013969 MAP AUTOMOTIVE OF CHICAGO	40-661273		RETURN BATTERY PD 10B DEFECT	
			40-661933		01-17-205-72540	-118.50
					BATTERY PD 19A,20A,23B,12A	
					01-17-205-72540	474.00
					<b>Total :</b>	<b>355.50</b>
196716	4/15/2022	018769 MATTRESS FIRM	S039137743	VTP-019073	MATTRESS REPLACEMENTS	
					01-19-000-72524	2,579.95
					<b>Total :</b>	<b>2,579.95</b>
196717	4/15/2022	005844 MCDONALD'S	041222		MARCH'22 PRISONER MEALS	
					01-17-220-72230	153.56
					<b>Total :</b>	<b>153.56</b>
196718	4/15/2022	020229 MILLS, DAVID	041122		LUNCH REIMB CHAINSAW TRAININ	
					01-26-023-72140	74.34
					<b>Total :</b>	<b>74.34</b>
196719	4/15/2022	020254 MOVING SERVICES INC	4454		MOVING SERVICES	
					01-26-025-72520	472.50
					<b>Total :</b>	<b>472.50</b>
196720	4/15/2022	017651 MSC INDUSTRIAL SUPPLY CO.	5328478001		QUAD CUT DRILL BIT,LOCK NUT,FL	

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196720	4/15/2022	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		60-00-000-72540	49.39
					63-00-000-72540	16.46
					64-00-000-72540	28.22
					01-26-023-72540	94.07
					01-26-024-72540	47.03
					<b>Total :</b>	<b>235.17</b>
196721	4/15/2022	014443 MURPHY & MILLER, INC	SVC00037399		PUBLIC SAFETY BLANACE AIR HAN	
			SVC00037419		01-26-025-72520	3,424.00
					POST 2 PUMP STATION ELECTRIC/	
					60-00-000-72528	1,618.00
					63-00-000-72528	1,618.00
					60-00-000-72528	480.89
					63-00-000-72528	480.89
					<b>Total :</b>	<b>7,621.78</b>
196722	4/15/2022	015723 NICOR	09977410001		ACCT#09977410001 METER#51468;	
					01-26-025-72511	752.84
					<b>Total :</b>	<b>752.84</b>
196723	4/15/2022	006475 PARK ACE HARDWARE	067707/1		ACCT#891431 INV#067707/1 SEAL/	
					60-00-000-73630	7.55
					63-00-000-73630	0.84
					64-00-000-73630	3.60
					<b>Total :</b>	<b>11.99</b>
196724	4/15/2022	006597 PITNEY BOWES PURCHASE POWER	040522.		ACCT#8000-9090-1108-5813 POSTA	
					01-17-205-72750	608.88
					<b>Total :</b>	<b>608.88</b>
196725	4/15/2022	014857 POLICE LAW INSTITUTE	14701	VTP-019077	SUBSCRIPTION FOR ILLINOIS MON	
					01-17-220-72140	8,075.00
					<b>Total :</b>	<b>8,075.00</b>
196726	4/15/2022	020440 POPUS, LLC	041222		REFUND OVERPAYMENT FOR PER	
					01-14-000-79015	40.00

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196726	4/15/2022	020440 020440 POPUS, LLC	(Continued)			<b>Total : 40.00</b>
196727	4/15/2022	006361 RAY O' HERRON CO INC	2186529		RAZOR II G2 - A. NEUFELD 01-17-220-74618	765.00 <b>Total : 765.00</b>
196728	4/15/2022	006974 RINGHOFER, WILLIAM	AP050122		WILLIAM RINGHOFER HEALTH INSI 01-17-205-72435	663.30 <b>Total : 663.30</b>
196729	4/15/2022	016334 RUSH TRUCK CENTERS	3026043448		BRAKE SHOE KIT 01-26-023-72540	-106.40
			3026964598		BREATHER KIT 01-26-023-72540	498.21
			3027016596	VTP-019011	PARTS NEEDED FOR REPAIR OF U 01-26-023-72540	853.12
			302701787	VTP-019011	PARTS NEEDED FOR REPAIR OF U 01-26-023-72540	2,126.00
			3027024022	VTP-019011	PARTS NEEDED FOR REPAIR OF U 01-26-023-72540	149.24
			3027039323	VTP-019011	PARTS NEEDED FOR REPAIR OF U 01-26-023-72540	277.05
			3027040326	VTP-019011	PARTS NEEDED FOR REPAIR OF U 01-26-023-72540	2,662.50 <b>Total : 6,459.72</b>
196730	4/15/2022	007049 RYDIN	390195		2022 MUNICIPAL STARS 06-00-000-73210	20.10 <b>Total : 20.10</b>
196731	4/15/2022	007629 SAM'S CLUB DIRECT	041222		NAPKINS,SODA FOR VENDING,ZIPI 01-26-025-73115	375.62
			041222.		01-14-000-73115	12.56
					PAPER PLATES,CUTLERY,PAPER T 01-26-025-73115	250.78
					01-26-025-73580	52.36 <b>Total : 691.32</b>

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196732	4/15/2022	013043 SITE DESIGN GROUP, LTD.	8498-39	VTP-018431	URBAN FORESTRY PROGRAM 2/20 01-26-023-72847	4,293.66
<b>Total :</b>						<b>4,293.66</b>
196733	4/15/2022	007224 STANDARD EQUIPMENT COMPANY	P35240		WIND REGULATOR #90 STREET 01-26-023-72540	316.64
			P35241		NOZ, FL, 80DEG, CONN, PI STRGH 01-26-023-72540	66.39
			P35261		HORN-COMP WINDT, FREIGHT #90 01-26-023-72540	38.92
			P35305		LED LIGHT STREET SWEEPER 10 01-26-023-72540	58.96
<b>Total :</b>						<b>480.91</b>
196734	4/15/2022	012238 STAPLES BUSINESS ADVANTAGE	3504444480		INTEROFFICE ENV,STENO PAD,LE 01-14-000-73110	119.92
			3504444483		BINDERS,MANILA LEGAL FILES,BL 01-17-205-73110	215.23
<b>Total :</b>						<b>335.15</b>
196735	4/15/2022	007438 SUB TRAILER HITCH, INC.	13568		TRAILER PARTS 01-26-023-72530	178.00
<b>Total :</b>						<b>178.00</b>
196736	4/15/2022	007297 SUTTON FORD INC./FLEET SALES	550584		SOCKET ASY PD #9B 01-17-205-72540	324.30
<b>Total :</b>						<b>324.30</b>
196737	4/15/2022	018607 TELCOM INNOVATIONS GROUP, LLC	A58456		LABOR CHARGE FOR BILLABLE SV 01-26-025-72777	181.25
			A58476		LABOR CHARGE FOR BILLABLE RE 01-26-025-72777	422.50
			A58477		LABOR CHARGE FOR BILLABLE RE 01-26-025-72777	326.25
<b>Total :</b>						<b>930.00</b>
196738	4/15/2022	017520 THE COP FIRE SHOP	208076		FLEXFIT EMB HAT	

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196738	4/15/2022	017520 THE COP FIRE SHOP	(Continued)		01-17-220-73610	16.00
					<b>Total :</b>	<b>16.00</b>
196739	4/15/2022	004400 THE GORMAN GROUP, LTD.	040122		APPRAISAL SERVICE 191ST & HAR 01-14-000-72790	3,500.00
					<b>Total :</b>	<b>3,500.00</b>
196740	4/15/2022	014854 THOMSON REUTERS-WEST PYMNT CTF 846130525			ONLINE/SOFTWARE SUBSCRIPTIO 01-17-225-72852	205.94
					<b>Total :</b>	<b>205.94</b>
196741	4/15/2022	020473 TILE SHOP	Ref001420078		UB Refund Cst #00462067; rfnd over 60-00-000-20599	540.14
					<b>Total :</b>	<b>540.14</b>
196742	4/15/2022	004490 TINLEY PARK POLICE DEPT	040722		PETTY CASH/SALT MEETINGS,POL 01-17-215-72220 01-17-205-73530 01-17-220-73600 01-17-205-72720 01-17-205-72220 01-17-215-72220	37.24 20.01 9.20 35.00 50.45 41.23
					<b>Total :</b>	<b>193.13</b>
196743	4/15/2022	019712 TM TIRE CO INC	140194		16X650-8 ADVANCED TURF STREE 01-26-023-72530	77.00
					<b>Total :</b>	<b>77.00</b>
196744	4/15/2022	007930 TRANS UNION	03200286		CREDIT SUMMARY,EMPLOYMENT (C 01-17-225-72852	152.64
					<b>Total :</b>	<b>152.64</b>
196745	4/15/2022	013200 TRIBUNE PUBLISHING COMPANY	051404208000		CLASSIFIED LISTINGS 3/1-3/31/22 01-26-023-72330 01-33-300-72330 60-00-000-72330 63-00-000-72330	112.50 199.01 109.58 109.58

**vchlist**  
**04/14/2022 4:34:07PM**

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

**Page: 21**

**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>
196745	4/15/2022	013200 TRIBUNE PUBLISHING COMPANY	(Continued)		64-00-000-72330	93.93
					01-26-023-72330	307.09
					<b>Total :</b>	<b>931.69</b>
196746	4/15/2022	002165 ULINE, INC	147080100	VTP-019068	HEAVY DUTY BOLLARDS	
					64-00-000-72525	960.00
					64-00-000-72525	76.41
			147136756		CABLE TIES, GROCERY BAG, POLY	
					01-17-225-73550	358.66
					<b>Total :</b>	<b>1,395.07</b>
196747	4/15/2022	008040 UNDERGROUND PIPE & VALVE CO	054130		REPAIR CLAMP	
					60-00-000-73630	62.37
					63-00-000-73630	6.93
					64-00-000-73630	29.70
					<b>Total :</b>	<b>99.00</b>
196748	4/15/2022	018250 VERIZON CONNECT NWF INC	OSV000002726006		CUST ID TINL001 3/1-3/31/22	
					01-26-023-72790	275.23
					<b>Total :</b>	<b>275.23</b>
196749	4/15/2022	011416 VERIZON WIRELESS	9903358228		ACCT#242459316-00001 CENTRAL	
					60-00-000-72127	16.23
					63-00-000-72127	16.23
					64-00-000-72127	13.90
					<b>Total :</b>	<b>46.36</b>
196750	4/15/2022	010165 WAREHOUSE DIRECT WORKPL SOLTNS	5206791-0		PAPER, XERO20#LTR	
					01-14-000-73110	154.95
			5207809-0		PAPER, SPOT MARKET	
					01-14-000-73110	238.65
			5209279-0		TONER, HP 26X	
					60-00-000-73110	57.03
					63-00-000-73110	6.34
					64-00-000-73110	27.16
					01-26-024-73110	45.25

vchlist  
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Voucher List  
Village of Tinley Park

Page: 22

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
196750	4/15/2022	010165 WAREHOUSE DIRECT WORKPL SOLTNS	(Continued)			
			C5206791-0		01-26-023-73110	90.51
					PAPER - CREDIT	
					01-14-000-73110	-154.95
					<b>Total :</b>	<b>464.94</b>
196751	4/15/2022	011055 WARREN OIL CO.	W1464529		N.L. GAS USED 3/2-4/1/22	
					01-17-205-73530	15,059.75
					01-19-000-73530	970.04
					01-19-020-73530	89.06
					01-21-000-73530	592.34
					60-00-000-73530	1,237.18
					63-00-000-73530	309.29
					64-00-000-73530	662.77
					01-26-023-73530	2,530.48
					01-26-024-73530	761.48
					01-33-300-73530	325.38
					01-12-000-73530	237.52
					01-14-000-73532	56.22
					01-14-000-73531	3,688.64
					14-00-000-73530	90.29
					01-42-000-73530	1,007.53
			W1465703		DIESEL USED 3/31-4/7/22	
					01-19-000-73545	2,019.84
					60-00-000-73545	582.01
					63-00-000-73545	145.50
					64-00-000-73545	311.79
					01-26-023-73545	3,641.47
					01-26-024-73545	343.85
					01-14-000-73531	3,393.02
					<b>Total :</b>	<b>38,055.45</b>
196752	4/15/2022	011057 WEX BANK	032422		ACCT#0496-00-813434-8 GAS USE I	
					60-00-000-73530	69.23
					63-00-000-73530	23.08
					64-00-000-73530	39.56

**vchlist**  
**04/14/2022 4:34:07PM**

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

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**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>
196752	4/15/2022	011057 011057 WEX BANK			(Continued)	<b>Total : 131.87</b>
196753	4/15/2022	020470 WOJCIK, MICHAEL	041222		VEHICLE STICKER OVERPAYMENT 06-00-000-79005	23.50 <b>Total : 23.50</b>
196754	4/15/2022	020471 YOUNG, PATRICIA	041222		VEHICLE STICKER OVERPAYMENT 06-00-000-79005	23.50 <b>Total : 23.50</b>
<b>92 Vouchers for bank code :</b> apbank						<b>Bank total : 318,701.57</b>



**vchlist**  
**04/14/2022 4:34:07PM**

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

**Page: 24**

**Bank code :** ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3956	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	210526W019	PAYEE-ADVANCED PAIN CONSULTA 01-14-000-72542	3.02 <b>Total : 3.02</b>
3957	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	210526W019-1	PAYEE-ADVANCED PAIN CONSULTA 01-14-000-72542	59.77 <b>Total : 59.77</b>
3958	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542	204.69 <b>Total : 204.69</b>
3959	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-1	PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542	204.69 <b>Total : 204.69</b>
3960	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	210421W008	PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542	88.66 <b>Total : 88.66</b>
3961	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542	87.76 <b>Total : 87.76</b>
3962	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	201119W024	PAYEE-GREAT LAKES SURGICAL S 01-14-000-72542	5,892.44 <b>Total : 5,892.44</b>
3963	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	201119W024-1	PAYEE-PARKVIEW ORTHOPAEDIC (C 01-14-000-72542	154.97 <b>Total : 154.97</b>
3964	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	201119W024-2	PAYEE-PARKVIEW ORTHOPAEDIC (C 01-14-000-72542	108.48 <b>Total : 108.48</b>
3965	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR	201119W024-3	PAYEE-PARKVIEW ORTHOPAEDIC (C 01-14-000-72542	73.48

**vchlist**  
**04/14/2022 4:34:07PM**

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

**Page: 25**

**Bank code :** ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3965	4/12/2022	018837	018837 INSURANCE PROGRAM MANAGERS (Continued)			<b>Total : 73.48</b>
3966	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-4		PAYEE-PARKVIEW ORTHOPAEDIC (01-14-000-72542	111.98
						<b>Total : 111.98</b>
3967	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-5		PAYEE-PARKVIEW ORTHOPAEDIC (01-14-000-72542	489.44
						<b>Total : 489.44</b>
3968	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR 201130W025		PAYEE-SCANSTAT TECHNOLOGIES (01-14-000-72542	48.99
						<b>Total : 48.99</b>
3969	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-6		PAYEE-TECH SURGICAL INC (01-14-000-72542	369.74
						<b>Total : 369.74</b>
3970	4/12/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-VILLAGE OF TINLEY PARK (60-00-000-72542	961.09
					63-00-000-72542	183.06
					64-00-000-72542	490.35
						<b>Total : 1,634.50</b>
<b>15 Vouchers for bank code : ipmq</b>						<b>Bank total : 9,532.61</b>
<b>108 Vouchers in this report</b>						<b>Total vouchers : 331,498.18</b>

**vchlist**  
**04/14/2022 4:34:07PM**

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

**Bank code :** ipmq

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

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

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

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

\_\_\_\_\_ Date

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

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**ORDINANCE**  
**NO. 2022-O-024**

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**AN ORDINANCE ADOPTING THE ANNUAL BUDGET  
FOR THE FISCAL YEAR ENDING APRIL 30, 2023  
FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

---

**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

**ORDINANCE  
NO. 2022-O-024**

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

AN ORDINANCE ADOPTING THE ANNUAL BUDGET  
FOR THE FISCAL YEAR ENDING APRIL 30, 2023  
FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS  
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**WHEREAS**, the Board of Trustees of the Village of Tinley Park have prepared for adoption of the Annual Budget for the fiscal year ending April 30, 2023 which said Budget has been and is now on file in the office of the Village Clerk and made available for public inspection for a period of at least ten (10) days prior hereto, and which the said Budget is set forth in “**Appendix A**” entitled: Annual Budget, Village of Tinley Park, Fiscal Year ending April 30, 2023, and which said Budget is hereby incorporated into this Ordinance as though fully set out herein; and

**WHEREAS**, at least one public hearing has been held by the Corporate Authorities as to such Budget; and

**WHEREAS**, notice of such public hearing in the form and manner as prescribed by law has been given by publication in a newspaper published within the Village; and

**WHEREAS**, the Board of Trustees of the Village of Tinley Park wish to adopt the Annual Budget for the fiscal year ending April 30, 2023.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees, of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**SECTION ONE**

The Annual Budget, as set forth in **Appendix “A,”** is hereby adopted as the Annual Budget for the Fiscal Year ending April 30, 2023, for the Village of Tinley Park. Said Budget as contained in **Appendix “A”** is hereby incorporated as fully as if recited at length herein.

**SECTION TWO**

That all unexpended balance of any item or items of any general category made in the annual Budget may be expended in making up any insufficiency in any item or items in the same general category and for the same general purpose or in any like category made by the Annual Budget.

**SECTION THREE**

This Ordinance and the Annual Budget adopted hereby are hereby adopted and pursuant to the home rule powers of the Village of Tinley Park.

**SECTION FOUR**

That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED this 19<sup>th</sup> day of April, 2022 on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 19<sup>th</sup> day of April 2022, by the President of the Village of Tinley Park.

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Village President

**ATTEST:**

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Village Clerk

# Appendix “A”

CLICK HERE FOR THE

[FY23 Proposed Budget](#)

LOCATED ON THE

VILLAGE WEBSITE’S TRANSPARENCY PORTAL

UNDER ANNUAL BUDGETS

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-O-024, “AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2023 FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April 2022.

\_\_\_\_\_  
VILLAGE CLERK



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

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**RESOLUTION**  
**NO. 2022-R-033**

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**A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND  
SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT  
OPERATIONS AND MAINTENANCE FUND**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

**RESOLUTION NUMBER 2022-R-033****A RESOLUTION AUTHORIZING TRANSFERS FROM THE  
GENERAL FUND,  
WATER AND SEWER OPERATIONS AND MAINTENANCE FUNDS, AND  
COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND**

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**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park has heretofore established the following capital reserve funds: Capital Improvement, Repair and Replacement Fund; Sewer Rehabilitation and Replacement Fund; Water and Sewer Construction Fund; and Commuter Parking Lot Improvement and Replacement Fund to assist the Village in financing certain capital improvements or the replacement of certain capital items over time; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park has heretofore established the Tax/Bond Stabilization Fund to minimize and to stabilize future tax levy requirements for the Village's debt service requirements for capital improvements financed by bond issues or other debt instruments; and

**WHEREAS**, following established fiscal policies, the President and Board of Trustees of the Village of Tinley Park desire to identify and set aside funds on an annual basis for future capital replacements and construction, as well as stabilizing its debt service requirements; and

**WHEREAS**, the excess of revenues over expenditures realized for the current fiscal year, or accumulated fund balances, in the Village's primary operating funds not required to fulfill fund balance policies, or to support the operating fund budgets for the upcoming fiscal year, may yield funds that would be available to support the future capital and debt service stabilization needs through transfers to the capital and debt service stabilization funds aforementioned.

**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 ONE**

The Village Finance Director/Treasurer is hereby authorized to transfer an amount not to exceed \$15,000,000 from the General Fund of the Village of Tinley Park to the Capital Improvement and Replacement Fund of the Village of Tinley Park for the purpose of purchasing certain capital replacement items during the fiscal year ending April 30, 2023, or thereafter.

**SECTION TWO**

The Village Finance Director/Treasurer is hereby authorized to transfer an amount not to exceed \$500,000 from the General Fund of the Village of Tinley Park to the Tax/Bond Stabilization Fund to minimize future debt service payments. However, if said transfer contemplated under **Section One** has been limited to an amount less than \$4,000,000, then said transfer to the Tax/Bond Stabilization Fund shall be instead made from the Capital Improvement and Replacement Fund for the purpose aforementioned.

**SECTION THREE**

The Village Finance Director/Treasurer is hereby authorized to transfer an amount not to exceed \$5,000,000 from the Water and Sewer Operations and Maintenance Funds (Water Retail, Water Wholesale, and Sewer) to the Sewer Rehabilitation and Replacement Fund; and to the Water and Sewer Construction Fund for the purpose of providing for water and sewer infrastructure rehabilitation, replacement and construction projects during fiscal year ending April 30, 2023, or thereafter.

Unless the allocation of the transferring funds between the aforementioned capital accounts is otherwise determined by the Village Finance Director/Treasurer to support approved projects in the upcoming fiscal year or thereafter, the amounts transferred by default shall be allocated equally to the Sewer Rehabilitation and Replacement Fund and the Water and Sewer Construction Fund.

**SECTION FOUR**

The Village Finance Director/Treasurer is hereby authorized to transfer an amount not to exceed \$1,000,000 from the Commuter Parking Lot Operations and Maintenance Fund to the Commuter Parking Lot Improvement and Replacement Fund for parking lot rehabilitation,

replacement, improvement, and construction projects during fiscal year ending April 30, 2023, or thereafter.

#### **SECTION FIVE**

The expenditure of funds transferred herein to the Capital Improvement and Replacement Fund, the Sewer Rehabilitation and Replacement Fund, Water and Sewer Construction Fund and the Commuter Parking Lot Improvement Fund shall be made only upon approval of the Village Board and as part of the annual budget for the fiscal year ending April 30, 2023, unless subsequently modified by the Village Board.

#### **SECTION SIX**

This Resolution will be in full force and effect upon its adoption and approval.

ADOPTED this 19<sup>th</sup> day of April, 2022

**AYES:**

**NAYS:**

**ABSENT:**

APPROVED this 19<sup>th</sup> day of April 2022.

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VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-033, “A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUNDS, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April 2022.

\_\_\_\_\_  
 VILLAGE CLERK

**Interoffice****Memo**

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**Date:** April 13, 2022

**To:** Village Board

**From:** Hannah Lipman, Assistant Village Manager/Interim Treasurer  
Pat Carr, Village Manager

**Subject:** Land Acquisition – 6825 & 6827 171<sup>st</sup> Street

Staff was recently made aware of two parcels (6825 & 6827 171<sup>st</sup> St) that were for sale through the Cook County Land Bank Authority. As we continue to grow and develop our down town, property acquisition is an essential tool for the Village so we can control the growth and encourage certain uses.

To note, these two parcels in particular, previously had structures on them that the Village demolished at its own expense because they were so blighted.

Staff is asking the Board to authorize the Village Manager to continue to work with the Cook County Land Bank Authority towards the purchase of these two parcels.



FILE NUMBER:

### Cook County Land Bank Authority (“CCLBA”) Terms Sheet



- 1. Property: Address: 6825 171<sup>st</sup> Street, Tinley Park, Illinois 60477  
PIN(s): 28-30-301-023-0000, 28-30-301-024-0000
- 2. Purchaser: Name: Village of Tinley Park  
Address: 16250 S. Oak Park Avenue, Tinley Park, Illinois 60477  
Phone: (708) 444-5000  
Email: pcarr@tinleypark.org
- 3. Purchaser’s Attorney: Name: Del Galdo Law Group, LLC  
Address: 1441 S. Harlem Avenue, Berwyn, Illinois 60402  
Phone: (708) 222-7000  
Email: kiernat@dlglawgroup.com
- 4. Purchase Price: Sixty-Five Thousand and No/100 U.S. Dollars (\$65,000.00)
- 5. Proposed Municipal Use for Property: This property will be used in connection with the development of a public outdoor recreational corridor. The Village of Tinley Park intends to establish a green corridor that will, among other things, allow for a broader stormwater management system, provide recreational trails that will connect to downtown, and offer environmental educational opportunities for the community.

- 
- 6. Financing: The Purchaser (check one) () will or () will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA’s express authorization.

- 7. Property Sold As-Is: Each Property sold by CCLBA is sold on an “as is” basis with no express or implied warranties as to condition.
- 8. Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both Seller and Purchaser (collectively, “Parties”), Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have **seven (7) business days** from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller’s attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within **seven (7) business days**, the terms set forth in this Terms Sheet and the Purchase Agreement shall expire.
- 9. Contingent on Acquisition: CCLBA (check one) () has, () has not, acquired the Property.

If CCLBA has not yet acquired the Property, CCLBA’s obligation to close on the Property is contingent upon CCLBA’s acquisition of the Property prior to \_\_\_\_\_ (“Acquisition Deadline”). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition

Deadline, this Terms Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

- 10. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. Transfer Taxes; Prorations and Closing Costs: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:
  - Keep and maintain the current DAWGS system at the attached rates.
  - Discontinue and replace the DAWGS system.
  - Not applicable

- 13. Termination: Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

**Cook County Land Bank Authority ("CCLBA")**

By: Eleanor Gorski  
F13D71778F49460...

Name: Eleanor Gorski  
Title: Executive Director

Agreed to as of 4/11/2022

Application Fee Received: NA

Purchaser: Village of Tinley Park

By: Pat Carr

Name: Pat Carr

Title: Village Manager

Agreed to as of 2/11/22



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

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**RESOLUTION**  
**NO. 2022-R-025**

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**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH  
THE COOK COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION OF  
PROPERTY**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

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**RESOLUTION NO. 2022-R-025****A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH THE COOK COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION OF PROPERTY**

**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, has agreed to a Terms Sheet with the Cook County Land Bank Authority for two (2) parcels of land within the boundaries of Tinley Park, a true and correct copy of said Terms Sheet 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 the Village Manager shall continue to negotiate with the Cook County Land Bank Authority for the purchase of property;

**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 Village Manager shall continue to negotiate with the Cook County Land Bank Authority for the purchase of property, with said Terms Sheet to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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

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

**ADOPTED** this 19<sup>th</sup> day of April, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 19<sup>th</sup> day of April, 2022, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

**EXHIBIT 1**

**TERMS SHEET**

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-025, “A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH THE COOK COUNTY LAND BANK AUTHORITY FOR THE ACQUISITION OF PROPERTY,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April 2022.

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 VILLAGE CLERK



# Interoffice Memo

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**Date:** April 19, 2022

**To:** Village President and Board of Trustees  
Pat Carr, Village Manager

**From:** Daniel Ritter, AICP  
Planning Manager

**Subject:** Village Code of Ordinances - Cannabis Regulation Revisions

## Background and Discussion

The Illinois Cannabis Regulations and Tax Act was signed by Governor Pritzker on June 25, 2019, and went into effect on January 1, 2020. This law lifted prohibitions and set regulations for allowing the growth, use, sale, and possession of adult-use recreational cannabis products in Illinois. Some powers were reserved for local communities to decide if they would permit certain cannabis uses (growing, infusion, dispensaries, etc.) and where to best locate the uses. However, other portions of the Act, including allowing for the recreational use and possession of cannabis by adults, are permitted across the state and supersede existing local laws or regulations.

The Village of Tinley Park adopted zoning and licensing regulations on August 4, 2020, to permit a dispensary with approval of a Special Use. Currently, there is an application for a dispensary that is proceeding to the Plan Commission for review of the Special Use. As part of that review for a new dispensary, staff has identified some outdated regulations related to cannabis in the Village Code of Ordinances (most of these regulations passed in 1978-80). These regulations include prohibiting the purchase, use, and position of cannabis and cannabis-related paraphernalia. While the state statutes supersede local regulations in many instances, it is prudent to modernize the Village Code to avoid any future confusion or misunderstandings. It is expected state laws will continue to preempt local authority with regard to cannabis because it would be difficult for the public to reasonably know every municipal and county border and unique regulations. Staff has reviewed the regulations in Sections 132.5 (Cannabis) and 132.6 (Drug Paraphernalia) and proposed changes to ensure they do not conflict with the current state law and create some flexibility if state laws change in the future.

## Action

Attached is the Ordinance that amends certain sections of the Village's Code of Ordinances. The changes align the Village's code with state law by allowing legal purchases, possession, and use of cannabis and cannabis "paraphernalia." The proposed amendments remove sections in conflict with state law and create flexibility to avoid the need for future amendments as the laws change in the future.

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

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**ORDINANCE**  
**NO.2022-O-026**

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**AN ORDINANCE AMENDING SECTIONS 132.5 (CANNABIS) AND 132.6  
(DRUG PARAPHERNALIA) OF THE VILLAGE OF TINLEY PARK CODE OF  
ORDINANCES**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, 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. 2022-O-026****AN ORDINANCE AMENDING SECTIONS 132.5 (CANNABIS) AND 132.6 (DRUG PARAPHERNALIA) OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES**

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

**WHEREAS**, the Village of Tinley Park (“Village”) desires to amend the Code of Ordinances (“Amendments”) in Section 132.5 (Cannabis) and 132.6 (Drug Paraphernalia); and

**WHEREAS**, the Village desires to align municipal regulations with applicable state statutes related to cannabis purchase, possession, and use, including the Cannabis Control Act and Cannabis Regulation and Tax Act; and

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

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

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

**SECTION 2:** That Section 132.5 (Cannabis) of the Code of Ordinances of the Village of Tinley Park be hereby amended replacing the section with the language as follows:

§ 132.50 DEFINITIONS.

All terms and phrases used in this section shall have the same meaning as ascribed to them in the Cannabis Control Act (720 ILCS 550/1 et seq.), as amended.

Statutory reference:

Cannabis Control Act, see ILCS Ch. 720, Act 550 §§ 1 et seq.

Compassionate Use of Medical Cannabis Program Act, see ILCS Ch. 410, Act 130 §§ 1 et seq.  
Cannabis Regulation and Tax Act, see ILCS Ch. 410, Act 705 §§ 1 et seq.  
Smoke Free Illinois Act, see ILCS Ch. 410, Act 82 §§ 1 et seq.

§ 132.51 POSSESSION AND USE OF CANNABIS, PROHIBITED.

(A) It shall be unlawful for any person knowingly to use, possess, sell, or deliver or to have intent to use, possess, sell, or deliver any quantity of any substance containing cannabis, not in compliance with current State Statutes, as amended, or as otherwise noted in this subchapter.

§ 132.53 PARENT OR LEGAL GUARDIAN OF MINOR TO BE NOTIFIED OF VIOLATION.

(A) It is the policy of the village that a parent or legal guardian of a minor be notified and required to appear in court whenever that minor is charged with a violation of § 132.51.

(B) The Village Attorney is directed to have subpoenas issued whenever a parent or legal guardian of a minor does not appear in court after the first two times the case has been before the court.

§ 132.54 EXPUNGEMENT

Any person found liable and having paid any fine, costs or fees associated with the finding shall have the case expunged automatically pursuant to the procedure set in 20 ILCS 2630/5.2

**SECTION 3:** That Section 132.6 (Drug Paraphernalia) of the Code of Ordinances of the Village of Tinley Park be hereby amended replacing the section with the language as follows:

132.6 – DRUG PARAPHERNALIA

§ 132.65 DEFINITION.

Definitions: All terms and phrases used herein shall have the same meaning as ascribed to them in the Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.), as amended.

§ 132.66 DRUG PARAPHERNALIA PROHIBITED.

It shall be a violation of this section for any person to knowingly possess an item of drug paraphernalia which is intended to be used unlawfully in planning, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the Cannabis Regulation and Tax Act, Cannabis Control Act, the Illinois Controlled Substances Act, or the Methamphetamine Control and Community Protection Act, or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

§ 132.67 EXPUNGEMENT



Any person found liable and having paid any fine, costs or fees associated with the finding shall have the case expunged automatically pursuant to the procedure set in 20 ILCS 2630/5.2

**SECTION 4:** That Section 132.69 (DRUG PARAPHERNALIA - SYNTHETIC ALTERNATIVE DRUGS) of the Code of Ordinances of the Village of Tinley Park will remain and be unchanged and unmodified with this amendment.

**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 19<sup>th</sup> day of April, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19<sup>th</sup> day of April, 2022.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-O-026, “AN ORDINANCE AMENDING SECTIONS 132.5 (CANNABIS) AND 132.6 (DRUG PARAPHERNALIA) OF THE VILLAGE OF TINLEY PARK CODE OF ORDINANCES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

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VILLAGE CLERK

**132.5 - CANNABIS****§ 132.50 DEFINITIONS.**

All terms and phrases used in this section shall have the same meaning as ascribed to them in the Cannabis Control Act (720 ILCS 550/1 et seq.), as amended.

Statutory reference:

Cannabis Control Act, see ILCS Ch. 720, Act 550 §§ 1 et seq.

Compassionate Use of Medical Cannabis Program Act, see ILCS Ch. 410, Act 130 §§ 1 et seq.

Cannabis Regulation and Tax Act, see ILCS Ch. 410, Act 705 §§ 1 et seq.

Smoke Free Illinois Act, see ILCS Ch. 410, Act 82 §§ 1 et seq.

**§ 132.51 POSSESSION AND USE OF CANNABIS, PROHIBITED.**

(A) It shall be unlawful for any person knowingly to use, possess, sell, or deliver or to have intent to use, possess, sell, or deliver any quantity of any substance containing cannabis, not in compliance with current State Statutes, as amended, or as otherwise noted in this subchapter.

**§ 132.53 PARENT OR LEGAL GUARDIAN OF MINOR TO BE NOTIFIED OF VIOLATION.**

(A) It is the policy of the village that a parent or legal guardian of a minor be notified and required to appear in court whenever that minor is charged with a violation of § 132.51.

(B) The Village Attorney is directed to have subpoenas issued whenever a parent or legal guardian of a minor does not appear in court after the first two times the case has been before the court.

**§ 132.54 EXPUNGEMENT**

Any person found liable and having paid any fine, costs or fees associated with the finding shall have the case expunged automatically pursuant to the procedure set in 20 ILCS 2630/5.2

**132.6 – DRUG PARAPHERNALIA****§ 132.65 DEFINITION.**

Definitions: All terms and phrases used herein shall have the same meaning as ascribed to them in the Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.), as amended.

**§ 132.66 DRUG PARAPHERNALIA PROHIBITED.**

It shall be a violation of this section for any person to knowingly possess an item of drug paraphernalia which is intended to be used unlawfully in planning, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the Cannabis Regulation and Tax Act, Cannabis Control Act, the Illinois Controlled Substances Act, or the Methamphetamine Control and Community Protection Act, or a synthetic drug product or misbranded drug in violation of the Illinois Food, Drug and Cosmetic Act.

§ 132.67 EXPUNGEMENT

Any person found liable and having paid any fine, costs or fees associated with the finding shall have the case expunged automatically pursuant to the procedure set in 20 ILCS 2630/5.2

§ 132.69 SYNTHETIC ALTERNATIVE DRUGS.

(NOTE: *THIS SECTION REMAINS UNCHANGED*)

**132.5 - CANNABIS****§ 132.50 DEFINITIONS.**

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"CANNABIS." Includes marihuana, hashish, and other substances which are identified as including any parts of the plant cannabis sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC), and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil, or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination.

(ILCS Ch. 720, Act 550 § 3)

"INSTRUMENT FOR THE USE OF CANNABIS." Any equipment or property which is substantially and instrumentally connected with the use of cannabis.

('77 Code, § 133.020) (Ord. 78-0-001, passed 1-23-78; Am. Ord. 78-0-021, passed 7-24-78)

Statutory reference:

Cannabis Control Act, see ILCS Ch. 720, Act 550 §§ 1 et seq.

**§ 132.51 POSSESSION OF CANNABIS, EQUIPMENT PROHIBITED.**

(A) It shall be unlawful for any person knowingly to possess any quantity of any substance containing cannabis, except that the effect of this subchapter shall be limited to persons knowingly possessing less than 30 grams of any substance containing cannabis.

(B) It shall be unlawful for any person to sell or deliver, or possess with intent to sell or deliver, any equipment of any kind which is used, or intended for use, as a container of cannabis, or as an instrument for the use of cannabis, as defined in § 132.50.

(C) The provisions of this subchapter shall not apply to:

(1) Any person who has been authorized by the Department of Mental Health and Developmental Disabilities, with the approval of the Department of Law Enforcement, to possess and deliver substances containing cannabis.

(2) Persons registered under federal law to conduct research with cannabis.

( 77 Code, § 133.021) (Ord. 78-0-001, passed 1-23-78; Am. Ord. 78-0-021, passed 7-24-78) Penalty, see § 132.99

**§ 132.52 VIOLATIONS; SENTENCE OF SUPERVISION MAY BE IMPOSED.**

(A) The court may impose a sentence of supervision on any person if, having regard to the nature and circumstances of the offense and to the history, character, and condition of the person, the court is of the opinion that the penalty heretofore provided for in § 132.99 is inappropriate.

(B) When a defendant is placed on supervision, the court shall enter an order for supervision specifying the period of such supervision, and shall defer further proceedings in the case until the conclusion of the period.

(C) The period of supervision shall be reasonable under all the circumstances of the case, but may not be longer than two years.

(D) The court may, in addition to other reasonable conditions relating to the nature of the offense or the rehabilitation of the defendant as determined for each defendant in the proper discretion of the court, require that the person:

(1) Make a report to and appear in person before or participate with the court or such courts, persons, or social service agency as directed by the court in the order of supervision;

(2) Pay a fine and costs;

(3) Work or pursue a course of study or vocational training;

(4) Undergo medical, psychological, or psychiatric treatment; or treatment for drug addiction or alcoholism;

(5) Attend or reside in a facility established for the instruction or residence of defendants on probation;

(6) Support his dependents;

(7) Refrain from possessing a firearm or other dangerous weapon;

(8) And in addition, if a minor:

(a) Reside with his parents or in a foster home;

(b) Attend school;

(c) Attend a non-residential program for youth;

(d) Contribute to his own support at home or in a foster home; and

(e) With the consent of the superintendent of the facility, attend an educational program at a facility other than the school in which the offense was committed if he or she is placed on supervision for a crime of violence as defined in ILCS Ch. 740, Act 45 § 2, committed in a school, on the real property comprising a school, or within 1,000 feet of the real property comprising a school.

(9) Make restitution or reparation in an amount not to exceed actual loss or damage to property and pecuniary loss. The court shall determine the amount and conditions of payment;

(10) Perform some reasonable public or community service;

(11) Comply with the terms and conditions of an order of protection issued by the court pursuant to the Illinois Domestic Violence Act of 1986, (ILCS Ch. 750, Act 60 §§ 101 et seq.) or an order of protection issued by the court of another state tribe or United States territory. If the court has ordered the defendant to make a report and appear in person under division (D)(1) above, a copy of the order of protection shall be transmitted to the person or agency so designated by the court;

(12) Reimburse any "local anti-crime program" as defined in ILCS Ch. 20, Act 3910 § 7 for any reasonable expenses incurred by the program on the offender's case, not to exceed the maximum amount of the fine authorized for the offense for which the defendant was sentenced;

(13) Contribute a reasonable sum of money, not to exceed the maximum amount of the fine authorized for the offense for which the defendant was sentenced, (i) to a "local anti-crime program" as defined in ILCS Ch. 20, Act 3910 § 7, or (ii) for offenses under the jurisdiction of the Department of Natural Resources, to the fund established by the Department of Natural Resources for the purchase of evidence for investigation purposes and to conduct investigations as outlined in Section 805-105 of the Department of Natural Resources (Conservation) Law;

(14) Refrain from entering into a designated geographic area except upon such terms as the court finds appropriate. Such terms may include consideration of the purpose of the entry, the time of day, other persons accompanying the defendant, and advance approval by a probation officer;

(15) Refrain from having any contact, directly or indirectly, with certain specified persons or particular types of person, including but not limited to members of street gangs and drug users or dealers; or

(16) Refrain from having in his or her body the presence of any illicit drug prohibited by the Cannabis Control Act, the Illinois Controlled Substances Act, or the Methamphetamine Control and Community Protection Act, unless prescribed by a physician, and submit samples of his or her blood or urine or both for tests to determine the presence of any illicit drug;

(17) Refrain from operating any motor vehicle not equipped with an ignition interlock device as defined in Section 1-129.1 of the Illinois Vehicle Code. Under this condition the court may allow a defendant who is not self-employed to operate a vehicle owned by the defendant's employer that is not equipped with an ignition interlock device in the course and scope of the defendant's employment.

(18) If placed on supervision for a sex offense as defined in ILCS Ch. 730, Act 5, § 3-1-2(a-5), unless the offender is a parent or guardian of the person under 18 years of age present in the home and no non-familial minors are present, not participate in a holiday event involving children under 18 years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas, being employed as a department store Santa Claus, or wearing an Easter Bunny costume on or preceding Easter.

(E) The court shall defer entering any judgment on the charges until the conclusion of the supervision.

(F) At the conclusion of the period of supervision, if the court determines that the defendant has successfully complied with all of the conditions of supervision, the court shall discharge the defendant and enter a judgment dismissing the charges.



(G) Discharge and dismissal on a successful conclusion of a disposition of supervision shall be deemed without adjudication of guilt, and shall not be termed a conviction for purposes of disqualification or disabilities imposed by law on conviction of a crime. Two years after the discharge and dismissal under this section, unless the disposition of supervision was for violation of ILCS Ch. 625, Act 5 §§ 3-707, 3-708, 3-710, 5-401.3, or 11-503, or a similar provision of a local ordinance or a violation of ILCS Ch. 720, Act 5 §§ 12-3.2 or 16A-3, in which case it shall be five years after discharge and dismissal, a person may have his record of arrest expunged as may be provided by law. However, any defendant placed on supervision before January 1, 1980, may move for expungement of his arrest record, as provided by law, at any time after discharge and dismissal under this section. A person placed on supervision for a sexual offense committed against a minor as defined in subsection (g) of Section 5 of the Criminal Identification Act (ILCS Ch. 20, Act 2630 § 5) or for a violation of ILCS Ch. 625, Act 5 § 11-501 shall not have his or her record of arrest sealed or expunged.

(H) A disposition of supervision is a final order for the purposes of appeal.

(I) The court shall require a defendant placed on supervision for possession of a substance prohibited by the Cannabis Control Act or Illinois Controlled Substances Act after a previous conviction or disposition of supervision for possession of a substance prohibited by the Cannabis Control Act or Illinois Controlled Substances Act or a sentence of probation under ILCS Ch. 720, Act 550 § 10 or ILCS Ch. 720, Act 570 § 410 and after a finding by the court that the person is addicted, to undergo treatment at a substance abuse program approved by the court.

(ILCS Ch. 730, Act 5 § 5-6-3.1(a) - (h), (I)) ('77 Code, § 133.022) (Ord. 78-0-021, passed 7-24-78; Am. Ord. 79-0-050, passed 12-4-79)

#### § 132.53 PARENT OR LEGAL GUARDIAN OF MINOR TO BE NOTIFIED OF VIOLATION.

(A) It is the policy of the village that a parent or legal guardian of a minor be notified and required to appear in court whenever that minor is charged with a violation of § 132.51. To this end, it is directed that a notice in substantially the following form be sent to the parents or legal guardians of the minor:

#### LEGAL NOTICE

TO: (Parents' Names)

FROM: Village of Tinley Park

You are hereby notified that minor's name has been involved with a violation of an ordinance prohibiting the possession of cannabis, and which requires the appearance of said minor in Court. You are further notified that one of the parents of said minor must appear in Court before the case will be tried or be disposed. If you fail to appear, the Village Attorney has been directed to have issued a subpoena to bring you into Court. Failure to obey a subpoena can result in contempt of Court, with a fine or imprisonment as the penalty.

(B) The Village Attorney is directed to have subpoenas issued whenever a parent or legal guardian of a minor does not appear in court after the first two times the case has been before the court.

('77 Code, § 133.023) (Ord. 78-0-021, passed 7-24-78)

**132.6 – DRUG PARAPHERNALIA**

## § 132.65 DEFINITION.

The term "DRUG PARAPHERNALIA" means all equipment, products, and materials of any kind which contain on such equipment, products, and materials an indication or suggestion that such items be used or are intended for use, or which contain in the marketing thereof an indication or suggestion that such items be used or are intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, com-pounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body "Cannabis" as defined in the Cannabis Control Act, ILCS Ch. 720, Act 550 § 1 et seq., or a "Controlled Substance" as defined in the Controlled Substance Act, ILCS Ch. 720, Act 570 § 100 et seq.

(A) "DRUG PARAPHERNALIA" includes, but is not limited to:

(1) Kits used, or intended for use, in manufacturing, compounding, converting, producing, processing, or preparing cannabis or a controlled substance;

(2) Isomerization devices used, or intended for use, in increasing the potency of any species of plant which is cannabis or a controlled substance;

(3) Testing equipment used, or intended for use, in identifying or in analyzing the strength, effectiveness, or purity of cannabis or a controlled substance;

(4) Scales and balances, when such scales and balances have inscribed on them an indication or suggestion that they be used, or are intended for use, in weighing or measuring cannabis or a controlled substance, or scales and balances which contain in the marketing thereof an indication or suggestion of such use;

(5) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose, and lactose, used or intended for use, in cutting cannabis or a controlled substance;

(6) Separation gins and sifters used, or intended for use, in removing twigs and seeds from, or in otherwise cleaning or refining cannabis;

(7) Blenders, bowls, containers, spoons, and mixing devices when such items have inscribed on them an indication or suggestion that they be used, or are intended for use, in compounding cannabis or a controlled substance, or when such items contain in the marketing thereof an indication or suggestion of such use;

(8) Capsules, balloons, envelopes, and other containers when such items have inscribed on them an indication or suggestion that they be used, or are intended for use, in packaging small quantities of cannabis or a controlled substance, or when such items contain in the marketing thereof an indication or suggestion of such use;

(9) Containers and other objects when such items have inscribed on them an indication or suggestion that they be used, or are intended for use, in storing or concealing cannabis or a controlled substance, or when such items contain in the marketing thereof an indication or suggestion of such use;

(10) Hypodermic syringes, needles, and other objects used or intended for use, in parenterally injecting controlled substances into the human body;

(11) Objects used, or intended for use when such items have inscribed on them an indication or suggestion that they be used, or are intended for use, in ingesting, inhaling, or otherwise introducing cannabis, hashish, hashish oil, or cocaine into the human body, or when such items contain in the marketing thereof an indication or suggestion of such use, such as:

(a) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes, with or without screens, permanent screens, hashish heads, or punctured metal bowls;

(b) Water pipes;

(c) Carburetion tubes and devices;

(d) Smoking and carburetion masks;

(e) Roach clips: meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;

(f) Miniature cocaine spoons, and cocaine vials;

(g) Chamber pipes;

(h) Carburetor pipes;

(i) Electric pipes;

(j) Air- driven pipe;

(k) Chillums;

(l) Bongs;

(m) ce pipes or chillers.

(B) A court, in determining whether an object is "DRUG PARAPHERNALIA", shall consider the following factors:

(1) Statements by an owner or by anyone in control of the object concerning its use;

(2) The proximity of the object, in time and space, to a direct violation of this subchapter;

(3) The proximity of the object to cannabis or a controlled substance;

(4) The existence of any residue of cannabis or a controlled substance on the object;

(5) Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend to use the object to facilitate a violation of this subchapter; the innocence of an owner, or of anyone in control of the object, as to a direct violation of this subchapter shall not prevent a finding that the object is intended for use as drug paraphernalia;

(6) Instructions, oral or written, provided with the object concerning its use;

- (7) Descriptive materials accompanying the object which explain or depict its use;
- (8) National and local advertising concerning the use or intended use of the object; and information contained in sales catalogues of which supplier has knowledge concerning use of the object;
- (9) The manner in which the object is displayed for sale;
- (10) Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
- (11) Direct or circumstantial evidence of the ratio of sales of the objects to the total sales of the business enterprise;
- (12) The existence and scope of legitimate uses for the object in the community;
- (13) Expert testimony concerning its use.

(Ord. 81-0-010, passed 3-17-81)

#### § 132.66 DRUG PARAPHERNALIA PROHIBITED.

(A) It shall be unlawful for any person to use, or to possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body cannabis or a controlled substance.

(B) It shall be unlawful for any person to sell or deliver, or possess with intent to sell or deliver, any drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body cannabis or a controlled substance.

(Ord. 81-0-010, passed 3-17-81) Penalty, see § 132.99

#### § 132.67 DELIVERING DRUG PARAPHERNALIA TO MINORS.

Any person 18 years of age or over who violates § 132.66(B) by delivering drug paraphernalia to a person under 18 years of age who is at least three years his junior, shall, upon conviction, be fined not less than \$200 nor more than \$500.

(Ord. 81-0-010, passed 3-17-81)

#### § 132.68 EXEMPTIONS.

Nothing in this subchapter shall limit the lawful authority granted to:

- (A) Persons who are authorized by ILCS Ch. 720, Act 550 § 1 et seq. (Cannabis Control Act) to deal with cannabis;
- (B) Persons registered under federal law to conduct research with cannabis;
- (C) Persons authorized by ILCS Ch. 720, Act 570 § 100 et seq. (Controlled Substance Act) to deal with controlled substances;

(D) Authorized law enforcement personnel while in the course of their duties.

(Ord. 81-0-010, passed 3-17-81)

§ 132.69 SYNTHETIC ALTERNATIVE DRUGS.

(NOTE: THIS SECTION WILL REMAIN UNCHANGED)



# PLAN COMMISSION STAFF REPORT

April 7, 2022 – Workshop & Public Hearing

## Petitioner

Ascend Illinois, LLC

## Property Location

16200 Harlem Avenue

## PIN

27-24-202-022-0000

## Zoning

B-3 PD (General Business and Commercial, Park Place PUD)

## Approvals Sought

Special Use Permits  
Site Plan Approval

## Ascend Cannabis Dispensary

16200 Harlem Avenue



## EXECUTIVE SUMMARY

The Petitioner, Ascend Illinois, LLC (property owner), is requesting Site Plan/Architectural Approval, a Substantial Deviation of the Park Place Planned Unit Development (PUD) with Exceptions to the Village Zoning Ordinance, and a Special Use Permit for an Adult-Use Cannabis Dispensing Organization at 16200 Harlem Avenue (former Bandana's BBQ/Applebee's restaurant). The granting of these requests will allow for a retail dispensary use of adult-use cannabis, and will permit façade and site plan changes.

The design proposal includes façade adjustments to the building. The majority of the north and east facades will be replaced with a curtain wall and wrapping canopy, and the walls will include new Nichiha fiber cement and staining of existing brick. The goal is to give it a modern design typical of other Ascend retail locations as opposed to the existing design which is more typical of a casual dining restaurant.

Ascend currently operates 20 locations in five states (Illinois, Michigan, Ohio, New Jersey, Massachusetts) with experience owning, opening, and operating cannabis dispensaries. The nearest location to Tinley Park is in Chicago Ridge. The Petitioner has provided a detailed business plan outlining their standard operating procedures for the proposed use. Security operations are important to the business, state, and municipalities that they operate in and have very strict requirements that they maintain at all their locations.

## Project Planner

Lori Kosmatka,  
Associate Planner

## EXISTING SITE & HISTORY

The subject property is a 1.11-acre outlot located on the west side of Harlem Avenue between 161<sup>st</sup> Street and 163<sup>rd</sup> Street. The single-tenant freestanding 4,300 sq. ft. single-story building was most recently a Bandana's BBQ restaurant and a sports bar and Applebee's before that. Ascend purchased the property in December 2021.

The proposed development will require an amendment to the existing Park Place Planned Unit Development (PUD) as a Substantial Deviation. Park Place was adopted November 7, 1989 (89-O-048) and included Single Family (R-1) and General Business and Commercial uses (B-3) with the hope of attracting a hotel, restaurant, office and retail uses. Additionally, there were plans to build a 9-hole golf course as part of the mixed-use PUD. The residential uses were constructed on the west side of the property and in 1993 the Village amended the PUD (93-O-36) to allow for the construction of the Aldi store. A PACE Warehouse Store (a membership buyer's club) was already constructed north of Aldi and is now occupied by Sam's Club. Two years later in 1995, the Village amended the PUD again to provide for the K-Mart store (95-O-001) and outlot; the required stormwater management essentially eliminated any future plans for a golf course. The PUD regulated specific uses to properties to maximize sales tax producing uses in the heavily traveled commercial corridor with multiple big box retail and commercial tenants existing.

Pete's Fresh Market recently received approval to convert the Super K-Mart into a warehouse, and to construct a new supermarket (with additional retail space) to be located at the west edge of the existing parking lot. The warehouse work has begun and the super market building is expected to begin construction this spring.

Ascend Illinois, LLC, is a wholly owned subsidiary of Ascend Wellness Holdings, Inc. ("AWH"). AWH has illustrated their experience as a vertically integrated cannabis partner currently in five states, with 20 dispensaries. Their business plan states they focus on emerging markets east of the Rockies, with flagship locations in desirable retail corridors servicing key medical and adult-use markets.



*Location Map*

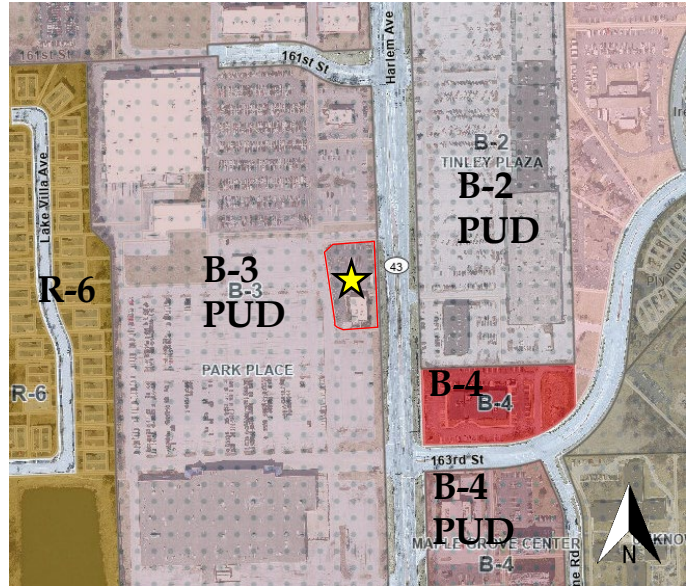


*Existing Building*

## ZONING & NEARBY LAND USES

The subject parcel is located in the Park Place PUD with the underlying zoning of B-3. It is located along Harlem Avenue, one of the Village's major commercial corridors.

The property to the north is also zoned B-3 PUD (Park Center Plaza PUD) and is developed with commercial uses. The property to the west is developed with residential duplexes, zoned R-6. To the east, across Harlem Avenue, the property is zoned B-4 (Office and Service Business District) and is occupied by a medical office building. Just north of the medical office building is the Tinley Park Plaza retail center and is zoned B-2 PUD. South of the subject property is an unincorporated and undeveloped parcel that has been used for various recreational uses (frisbee golf and dog park) that is operated by the Tinley Park-Park District.



Zoning Map

The outlot building is relatively remote to other uses and facilities and does not appear to have a significant impact on other uses. The property has landscaped islands surrounding its parking lot. It is at least 710 feet away from existing residential, and separated by additional parking and the Pete's Fresh Market supermarket and warehouse buildings.

## SPECIAL USE APPROVAL NEEDED

Two Special Use approvals are required for the proposal, along with Site Plan and Architectural Review:

1. A Special Use is required for a Substantial Deviation of the Park Place Planned Unit Development (PUD) with Exceptions to the Village Zoning Ordinance. The PUD currently limits this outlot subject property's use to restaurant only. The Substantial Deviation would remove that restriction and allow for any use permitted for in the Zoning Ordinance for B-3 zoning.
2. Special Use Permit is required for the nature of the *Adult-Use Cannabis Dispensing Organization* use in the B-3 Zoning District. The use is regulated by Section V.C.13. "Adult-Use Cannabis Business Establishments" in the Village Zoning Ordinance. This code states that the use shall be processed in accordance with the Zoning Ordinance's Section X.J. "Special Uses". There are some additional requirements and Special Use considerations that are to analyzed as part of the Special Use request.

## PROPOSED USE

The Petitioner proposes an adult-use cannabis dispensing organization, and has provided a detailed business plan outlining their standard operating procedures for the use. Ascend Illinois, LLC, is a wholly owned subsidiary of Ascend Wellness Holdings, Inc. ("AWH"). AWH (<https://letsascend.com/>) has illustrated their experience as a vertically integrated cannabis partner currently in five states, with 20 dispensaries. Their business plan states they focus on emerging markets east of the Rockies, with flagship locations in desirable retail corridors servicing key medical and adult-use markets.

### Hours of Operation

The facility will meet code requirements, operating Monday-Saturday from 9:00am to 9:00pm, and Sundays 12:00pm to 6:00pm. The AWH business plan identifies 54 employee positions.



Security & Product Handling

The AWH business plan details a detailed security plan outlining components and protocols for operations, including the recall, quarantine, and destruction of cannabis product. The security operations are important to the success of the business and safety of the employees and community. The security requirements are also heavily regulated by the State of Illinois as part of their licensing requirements for all cannabis-related businesses.

The delivery of cannabis product will be in the designated secured loading area, which also currently serves as the trash enclosure area. The Petitioner has confirmed that there will be sufficient area to allow for both the dumpster and the delivery truck or van to pull-in. Both of the enclosure's double and single gates will have locks installed. Security cameras will be installed in the enclosure as well as throughout the facility.

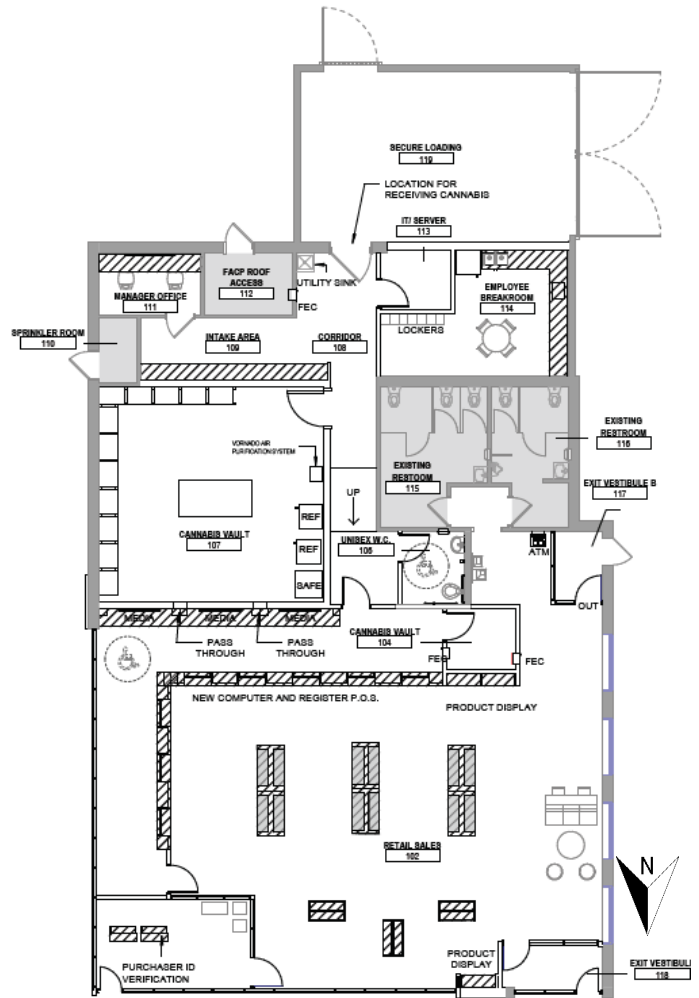
AWH's business plan contains a comprehensive explanation of staffing structure, training procedures, and employee roles to ensure consistency and adherence to all operations and security protocols.

Customer Circulation

The flow of customers to the building will be controlled. Customers may only enter through the single ingress point on the eastern corner of the north façade, which is a vestibule designated to check the customer's identification. The customer can access the mercantile spaces at the point of sales counters and product displays, and restrooms. Upon leaving the site, customers can choose to exit from two egress points. These two egress points will be locked from the outside. The petitioner estimates approximately 600 customers per day.

Ventilation

AWH has also provided information on ventilation and odor mitigation measures. In addition to design measures to seal the building (weather stripping, caulking, etc.) and HVAC system for air circulation, standard carbon filter(s) will also be used throughout the facility. Proposed plans show a Vornado air purification system to be located in the main cannabis vault. Staff will also be trained in odor mitigation practices. Employees will alert management of any odors that are detectable from the parking lot as they enter work each day. Doors and windows will remain closed at all times to prevent escaping odors. Furthermore, AWH will perform an odor analysis weekly to determine the effectiveness of their odor control measures. An employee who has just reported for work will be assigned to walk the outer perimeter of the property and the immediate exterior to assign a grade of air quality using a designated scale. Any score above a "J" will trigger an immediate response. AWH will maintain records of these records and be able to provide them to the Village upon request.



*Proposed Floor Plan*

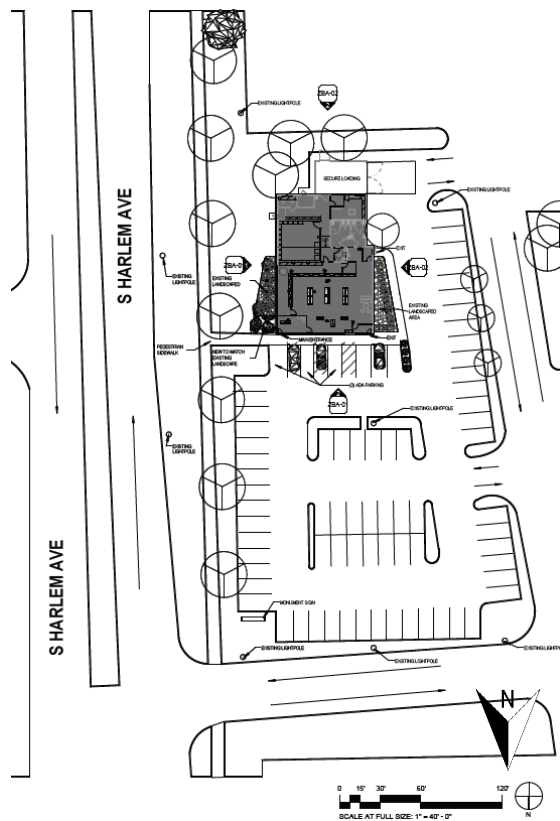
## SITE PLAN & LANDSCAPING

The Petitioner has provided a site plan. The proposal will not change the building footprint and will have minimal changes to the site layout.

The property is an outlet, with two existing vehicle access points to the west, and a sidewalk from Harlem Avenue to the east. The property contains 75 parking stalls to the north and west of the building. Customers will enter from a single, controlled entry access point at the northeast corner of the north façade. A sidewalk connects to the entry from Harlem Avenue. There are two separate egress points that customers will leave the building. The building contains three other access points, not used by customers, to the trash enclosure/secure loading area, the sprinkler room, and the FACP roof access.

The trash enclosure area to the south of the building is proposed to additionally serve as a secure loading area, but will not physically be modified.

Minimal changes to landscaping are currently proposed. The Petitioner has noted that on the east side of the building, alongside where the curtainwall will be located that new landscaping will be proposed to match existing landscaping. The property will be required to meet or exceed the existing landscaping or previous approval.



Site Plan

## ARCHITECTURE

The design proposal mainly includes façade adjustments to the 4,300 sq. ft. building, while keeping the footprint the same. The majority of the north and east façades will be replaced with a curtain wall and wrapping canopy, and the walls will include new Nichiha panelized fiber cement cladding and staining existing brick. The change from standard window openings to a curtain wall system change approximately 800 sq. ft. of the façade to storefront system glazing. The Nichiha portions of the facade will be raised approximately four feet over the existing height of the sides of the building.



North (Main Entry) Proposed Rendering

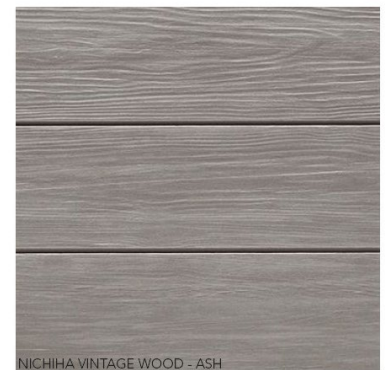
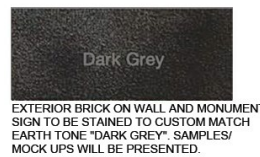
The Nichiha VintageWood product is an architectural wall panel which is installed on a hidden track system with a built-in rainscreen. The Nichiha product will be a medium gray "Ash" color. The existing brick is primarily reddish-brown with a band of beige soldier coursing below the roofline. The brick will be stained with a Permatint product (#1020 SiLazur) in a dark gray color to match the color provided in the architectural design drawings. Permatint states this is a highly durable product with a life



Northeast Proposed Rendering

expectancy of at least 20 years. It is a semi-transparent mineral stain which bonds by soaking into the surface, displaying all the properties of the natural brick. It is water vapour permeable, mildew resistant, non-combustible, and does not blister or peel.

Other work includes removing an existing freezer, and replacing it with a new brick wall and roof over the proposed employee breakroom area, adjacent to the trash enclosure/loading area. Currently, this area contains freezer that is exposed to the outdoor elements, and obscured from public view by the trash enclosure's walls. The existing metal doors and gates will also be painted in a medium gray color complementary to the color palette.



*Color Palette: Brick Stain (top L), Gate Paint (bottom L), Nichiha (R)*

An Exception to the Zoning Ordinance will be required for masonry requirements and alternate building materials. Section V.C.7.2 requires that 75% of the façade be face brick, and the remainder be an approved masonry material. The code also states that alternate building materials including fiber cement siding not constitute more than 15% of any façade. The petitioner states the façade will be approximately 70% brick, 15% Nichiha fiber cement panels, and 15% storefront glazing.

***Open Item #1: Final color and materials shall be subject to review and approved by Village staff.***

## SIGNAGE

The proposed signage is required to conform to the Zoning Ordinance Section IX Sign Code, which is the standard sign code for signage in the Village.

The proposed signage includes three Wall Signs ("A", "B", and "C") and one Freestanding sign ("D").

For Wall Signs, Section IX requires that for tenant gross floor area up to 10,000 square feet have a maximum of one (1) per tenant frontage, and a maximum allowable sign face area of one (1) square foot per one (1) linear foot of building/tenant frontage not to exceed 120 square feet per sign. The proposed Wall Signs "A", "B", and "C" are each 57 sq. ft., and all comply with these code requirements. The building's north frontage is 58'-0 ¼", and the east and west frontages are 82'-11".

The proposed Wall Sign "A" on the north façade will require an Exception to the Zoning Ordinance Section IX.D.1.c.iv "Wall Sign Location for a Single Tenant Building". This code states that the location of the sign should be as close to the entrance of the business as possible. The proposed building entry is at the northeast corner on the north façade, and the sign is proposed in an approximate centralized location of the Nichiha wall material. Wall Signs "B" and "C" do not have building entries.

For Freestanding Signs, Section IX requires that for lots with less than 500 feet frontage in the B-3 Zoning Districts to have a maximum allowable sign face area of one (1) sq. ft. per two and a half (2 ½) linear feet of lot frontage, not to exceed 120 square feet per sign, and a maximum sign height of 120" (10 feet). The proposed freestanding sign, located at the north east corner of the property, excluding the base, conforms to Section IX as it is 69.375 square feet and 60" high. The brick base of the sign will be stained with the Permatint product in a color that is complementary to the building's façade.

## PARKING

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The proposed use will comply with the Village Ordinance's minimum parking requirements. No changes are being made to the parking lot design nor parking space count. There are 75 total parking spaces, three of which are handicap accessible. The use is classified as "Retail Store" which requires one (1) space for each 150 sq. ft. of gross leasable floor area. The building is 4,300 sq. ft., which only requires 29 parking spaces.

## LIGHTING

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The applicant proposes to remove the exterior lights (currently goosenecks and wall sconces) and provide new exterior wall sconce lights, eight of which will be on the west façade. The applicant has acknowledged that proposed lighting will meet the Village's Zoning Ordinance Section V.C9.E "Glare" requirements, and can remove the uplighting.



EXTERIOR

## SUMMARY OF OPEN ITEMS

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

1. ***Final color and materials shall be subject to review and approved by Village staff.***

## STANDARDS FOR A SPECIAL USE

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Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - ***The proposed use will not be detrimental or endanger the public health, safety, morals, comfort of general welfare. Operation of the proposed use will follow the guidelines required by the State for adult-use dispensaries, including cannabis regulations in accordance with the Illinois Department of Financial and Professional Operation. Access into the building will be controlled by a single point of entry requiring identification verification.***
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - ***The proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values within the neighborhood. The building's renovation will be a clean, contemporary design which will beautify and improve upon on its existing design. The design will be complementary to other recently approved retail and commercial redevelopment in the area.***
- 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 proposed use will not impede the normal and orderly development of surrounding property, which is already developed or in the process of redevelopment. It will be located in an existing freestanding outlot building with sufficient parking.***
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - ***The proposed use is located in an existing outlot building which currently has adequate utilities, access roads, drainage, and facilities. There are no proposed changes to these elements.***
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - ***The proposed use will have adequate measures taken to provide ingress and egress to minimize traffic congestion in the public streets. There are no changes to the access points of the site.***
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
  - ***The proposed use will comply with all other Village, state, and PUD regulations.***
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - ***The proposed use creates approximately 50 new jobs and produces additional sales and property tax revenues for local governments to utilize.***

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Petitioner. This is different from a process such as a variance, since a variance will forever apply

to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

## STANDARDS FOR ADULT-USE CANNABIS BUSINESS ESTABLISHMENTS

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Section V.C.13. of the Zoning Ordinance lists additional standards that need to be considered by the Plan Commission when analyzing the Adult-Use Cannabis Business Establishment request.

V.C.13 Standards: Adult-use Cannabis Business Establishment Components: In determining compliance with Section X.J. (Special Uses), the following components of the Adult-Use Cannabis Establishments shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:

- i. Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.
  - ***The proposed use is located in an existing outlot building that is relatively remote to other uses and facilities, and does not appear to have a significant or negative impact on the other nearby commercial uses. It is approximately 710 feet away from the nearest residential uses, and separated by additional parking and the future Pete's Fresh Market supermarket building.***
- ii. Proposed structure in which the facility will be located, total square footage, security installations/security plan and building code compliance.
  - ***The proposed use will be in a 4,300 square foot existing building, will include a comprehensive security installation/security plan to be approved by the State, and comply with building code. The location is preferred by the Village for safety and security reasons as it will have police and public visibility from Harlem Avenue.***
- iii. Hours of operation and anticipated number of customers/employees.
  - ***The proposed use will operate Monday - Saturday from 9:00am to 9:00pm, and Sundays 12:00pm to 6:00pm. The petitioner estimates 54 employee positions and 600 customers per day.***
- iv. Anticipated parking demand based on Section VIII.A.10 for retail uses and available private parking supply.
  - ***The site meets the required parking demand for the use on-site and has additional shared parking available to the west of the property.***
- v. Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.
  - ***The proposed use appears have anticipated traffic generation appropriate for its locational access and context to adjacent roadway capacity. The petitioner anticipates approximately 600 customers per day, with traffic generation anticipated to be from Harlem Avenue. Vehicular access to the facility is via two access points on the west side of the property which connect to a drive aisle parallel to Harlem Avenue and to be reconstructed with the Pete's Fresh Market redevelopment.***
- vi. Site design, including access points and internal site circulation.
  - ***The proposed use has satisfactory site design, access points, and internal site circulation. The two vehicle access points and one pedestrian sidewalk remain unchanged. The internal site circulation, including the parking lot layout, also remains unchanged.***
- vii. Proposed signage plan and conformance with Section IX (Sign Regulations) and regulations as outlined in Section V.C.13.
  - ***The proposed use will comply with Section IX (Sign Regulations) of the Zoning Ordinance with regards to business signage and the additional restrictions on cannabis regulatory signage in Section V.C.13. will also be met.***

- viii. Compliance with all requirements provided in Section V.C.13 (Adult-use Cannabis Business Establishments), as applicable.
- ***The proposed use complies with all requirements provided in Section V.C.13 (Adult-use Cannabis Business Establishments), as applicable.***
- ix. Other criteria determined to be necessary to assess compliance with Section V.J. (Special Uses) of this Title.
- ***No other criteria have been determined to be necessary to assess compliance.***
- x. In addition to the Special Use Standards outlined in this section no Special Use for an Adult Cannabis Business Establishment shall be recommended by the Plan Commission unless said Commission shall find:
1. That there is sufficient distance (or setback) between the operations of the Special Use and the public right-of-way so that the operations of the SUP do not dominate nor alter the essential character of the street frontage or be detrimental to the overall character of the commercial corridor; and
  2. That opportunities exist for shared parking to accommodate unexpected parking needs associated with the Special Use.
- ***The proposed use is located along the west side of the Harlem Avenue corridor. The existing building is aligned with the public right-of-way and does not dominate, alter, nor diminish the essential character of the commercial corridor. In addition to a surplus of parking provided on site, shared parking exists to the west of the property.***
- xi. HVAC and air treatment systems that will be installed to reduce odors to the exterior of the building and internal to the building if located in a multi-tenant building.
- ***The proposed use is in a single-tenant building. Ventilations measures include HVAC, carbon filters, a Vornado air purification system. The facility will also train odor mitigation practices and perform a weekly analysis of odors to ensure they are not noticeable outside of the building or site.***

## STANDARDS FOR SITE PLAN & ARCHITECTURAL APPROVAL

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Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. 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

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If the Plan Commission wishes to act on the Petitioner's request, the appropriate wording of the motion is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan. The Commission may choose to modify, add, or delete from the recommended motions and recommended conditions:

### **Motion 1 (Special Use for a Substantial Deviation):**

*"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Park Place Planned Unit Development with Exceptions to the Village Zoning Ordinance to the Petitioner Ascend Illinois, LLC, to permit an Adult-Use Cannabis Dispensing Organization at 16200 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, where the requirement for a restaurant use will be removed, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 7, 2022 Staff Report.*

### **Motion 2 (Special Use for Cannabis Dispensary):**

*"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner Ascend Illinois, LLC to permit an Adult-Use Cannabis Dispensing Organization at 16200 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 7, 2022 Staff Report, subject to the following conditions:*

- 1. The Petitioner must obtain a state license within one year of approval and stay within good standing with the State of Illinois' cannabis licensing and taxing regulations. The Special Use shall be automatically repealed if the Petitioner ever loses state licensing approvals.*

### **Motion 3 (Site Plan/Architectural Approval):**

*"...make a motion to grant the Petitioner Ascend Illinois, LLC, Site Plan and Architectural Approval for redevelopment of an outlot to have an Adult-Use Cannabis Dispensing Organization at 16200 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 7, 2022 Staff Report, subject to the following conditions:*

- 1. Site Plan Approval is subject to approval of the requested PUD by the Village Board.*
- 2. Final color and materials shall be subject to review and approval by Village staff prior to issuance of a building permit.*

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

## LIST OF REVIEWED PLANS

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Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted)	Petitioner	Received 3/18/21
Response to Standards	Petitioner	Received 3/18/21
Business Plan (Project Narrative)	Petitioner	Received 4/1/21
ALTA Survey	Bock & Clark / NV5	Dated 12/28/21
IDFPR Drawings (Elevations, Plans)	Interform	Received 3/29/21
Queuing Plan	Interform	Received 3/18/21
Design Package (Renderings)	Interform	Received 4/1/21
Brick Stain Specification Sheet	Permatint	Received 3/29/21
Nichiha Fiber Cement Wood Panel Specification Sheet	Nichiha	Received 3/29/21
Signage Package	Ace Sign Co.	Received 4/1/21

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

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**ORDINANCE**  
**NO.2022-O-027**

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**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM  
THE PARK PLACE PUD AT 16200 HARLEM AVENUE  
(ASCEND ILLINOIS, LLC)**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, 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. 2022-O-027****AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION  
FROM THE PARK PLACE PUD AT 16200 HARLEM AVENUE**

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

**WHEREAS**, a petition for the granting of a Special Use for a Substantial Deviation from the Park Place Planned Unit Development (“PUD”) With Exceptions from the Zoning Ordinance to allow for any uses as listed in the B-3 (General Business and Commercial) Zoning District at 16200 Harlem Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Ascend Illinois, LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Special Use for a Substantial Deviation from the Park Place Planned Unit Development (“PUD”) should be granted on April 7, 2022 at the Village Hall at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, the Plan Commission vote 7-0 and has filed its report and findings and recommendations, regarding the Special Use for a Substantial Deviation 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 Special Use for a Substantial Deviation; and

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

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

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

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

1. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - *The proposed use will not be detrimental or endanger the public health, safety, morals, comfort of general welfare. Operation of the proposed use will follow the guidelines required by the State for adult-use dispensaries, including cannabis regulations in accordance with the Illinois Department of Financial and Professional Operation. Access into the building will be controlled by a single point of entry requiring identification verification.*
2. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - *The proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values within the neighborhood. The building's renovation will be a clean, contemporary design which will beautify and improve upon on its existing design. The design will be complementary to other recently approved retail and commercial redevelopment in the area.*
3. 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 proposed use will not impede the normal and orderly development of surrounding property, which is already developed or in the process of redevelopment. It will be located in an existing freestanding outlot building with sufficient parking.*
4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The proposed use is located in an existing outlot building which currently has adequate utilities, access roads, drainage, and facilities. There are no proposed changes to these elements.*

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - *The proposed use will have adequate measures taken to provide ingress and egress to minimize traffic congestion in the public streets. There are no changes to the access points of the site.*
6. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
  - *The proposed use will comply with all other Village, state, and PUD regulations.*
7. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The proposed use creates approximately 50 new jobs and produces additional sales and property tax revenues for local governments to utilize.*

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

**LEGAL DESCRIPTION:**

PARCEL 1: LOT 5 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 TO 11 IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND PART OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1997 AS DOCUMENT NUMBER 97195157.

PARCEL 2: PERMANENT RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL I FOR, USE OF PARKING AREAS AND COMMON AREAS; USE OF ENTRANCES, EXITS, DRIVEWAYS, WALKS, SERVICE DRIVES, DIRECTIONAL SIGNS, AND LIGHTING FACILITIES; INGRESS, EGRESS, ACCESS, AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC OVER PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS, AND SERVICE DRIVES; USE OF STORM DRAINAGE AND RETENTIONAL FACILITIES, LANDSCAPING, PUBLIC REST ROOMS, OTHER PUBLIC FACILITIES AND DIRECTIONAL SIGNS; LOCATION OF BUILDINGS WITHIN CERTAIN AREAS, DESIGN, CONSTRUCTION AND MAINTENANCE OF PERMITTED BUILDINGS; MAINTENANCE OF BUILDINGS AND VACANT AREAS; REPAIR AND MAINTENANCE OF COMMON AREA; AND PERMITTED SIGNS, CREATED,

DEFINED AND LIMITED BY THAT CERTAIN SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED JUNE 20, 1991 AND RECORDED JUNE 21, 1991, AS DOCUMENT NUMBER 91303316.

**PARCEL IDENTIFICATION NUMBER:** 27-24-202-022-0000

**COMMONLY KNOWN AS:** 16200 Harlem Avenue, Tinley Park, Illinois

**SECTION 4:** That a Special Use for a Substantial Deviation, as defined in Zoning Ordinance VII.B.6., from the previously approved Park Place Planned Unit Development (Ord. #89-O-048) to allow for any use as allowed in the underlying B-3 (General Business and Commercial) Zoning District at certain property described in the above section at the Subject Property, is hereby granted to the Petitioner, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A** and that all previous requirements and exhibits referencing that the subject site shall only be a restaurant use shall be amended. The PUD shall also be deviated to allow the subject property the following Exceptions to the Zoning Ordinance:

Exceptions:

1. Alternate Building Materials. Per Village Zoning Ordinance Section V.C.7.2. alternate building materials including fiber cement siding shall not constitute more than 15% of any façade. Excluding the 15% glazing, the façade will be approximately 82.35% brick and 17.65% fiber cement siding (total façade constitutes 70% brick, 15% fiber cement siding, 15% glazing).
2. North Wall Sign. Per Village Zoning Ordinance Section IX.D.1c.iv, wall sign location for a single tenant building shall be as close to the entrance of the business as possible. The building entry is at the northeast corner of the north façade, and the wall sign will be in a central location of the fiber cement siding.

**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 19<sup>th</sup> day of April, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19<sup>th</sup> day of April, 2022.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK



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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-O-027, “AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE PARK PLACE PUD AT 16200 HARLEM AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

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VILLAGE CLERK

**Exhibit A**

Per the April 7, 2022 Plan Commission Public Hearing Staff Report

**LIST OF REVIEWED PLANS**

Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted)	Petitioner	Received 3/18/21
Response to Standards	Petitioner	Received 3/18/21
Business Plan (Project Narrative)	Petitioner	Received 4/1/21
ALTA Survey	Bock & Clark / NV5	Dated 12/28/21
IDFPR Drawings (Elevations, Plans)	Interform	Received 3/29/21
Queuing Plan	Interform	Received 3/18/21
Design Package (Renderings)	Interform	Received 4/1/21
Brick Stain Specification Sheet	Permatint	Received 3/29/21
Nichiha Fiber Cement Wood Panel Specification Sheet	Nichiha	Received 3/29/21
Signage Package	Ace Sign Co.	Received 4/1/21

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

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

**SUBJECT: MINUTES OF THE APRIL 7, 2022 REGULAR MEETING**

**ITEM #2: PUBLIC HEARING – ASCEND CANNBIS DISPENSERY, 16200 HARLEM AVENUE – SPECIAL USE FOR PUD DEVIATION, SPECIAL USE FOR AN ADULT-USE CANNABIS DISPENSARY, AND SITE PLAN/ARCHITECTURAL APPROVAL**

Consider recommending that the Village Board grant Ascend Illinois, LLC (property owner) a Special Use Permit for an Adult-Use Cannabis Dispensing Organization and a Special Use for a Substantial Deviation of the Park Place Planned Unit Development with Exceptions to the Village Zoning Ordinance at 16200 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district. The granting of these requests will allow for a retail dispensary use for adult-use cannabis. Site Plan and Architectural Approval is also being requested.

Present Plan Commissioners: Chairman Garrett Gray  
Angela Gatto  
James Gaskill  
Frank Loscuito  
Eduardo Mani  
Andrae Marak  
Kurt Truxal

Absent Plan Commissioners: Ken Shaw

Village Officials and Staff: Dan Ritter, Planning Manager  
Lori Kosmatka, Associate Planner  
Jarell Blakey, Management Analyst

Petitioners: Lucas Hoefflicker, AW Holdings, Ascend  
Taofik Lasisi, Interform Design, Architect, Ascend  
Josh Evans, Ascend, Area Sales Manager  
James Andrus, Ascend  
Wai Leo, Ascend

Members of the Public: None

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

CHAIRPERSON GRAY: I have received certification that the public hearing notice was published in a local newspaper. Anyone wishing to speak on this matter will be sworn in to speak but after staff's presentation. So, at this time staff proceed with your presentation.

Lori Kosmatka, Associate Planner: Gave an overview of the staff report which is in the meeting packet and will be made part of the minutes. Provided background on the existing property. It is a 1.1-acre outlot, a freestanding single tenant building, previously home to Bandana's BBQ and before that it was Applebee's. Ascend purchased the property last December.

Lori Kosmatka, Associate Planner gave background on the petitioners. The parent company is Ascend Wellness LLC which is a wholly owned subsidiary of Ascend Wellness Holdings, Inc. The company is well established with multiple

locations in multiple states. Company's focus is emerging markets. She explained zoning for proposed project. Location is an outlot that is part of the park place PUD that was established in 1989 with underlying B-3. To the west, R-6 zoning is approximately 710 feet away. To the East, Tinley Park Plaza Retail Center with a medical office. To the South, is unincorporated land that Tinley Park, Park District uses for recreational purposes. Staff noted the requests that petitioner is asking for, which are site plan/architectural approval and two special use approvals. The first is a substantial deviation of the Park Place PUD. The site is currently limited to restaurant use only. Approval of the substantial deviation would remove the use restriction for the subject outlot property and allow for any use permitted through B-3 zoning. The second is a special use permit for an adult use cannabis dispensing organization in the B-3 zoning district. She explained the proposed use outlining that the business will be in operation 7 days per week M-Sat 9a-9p, Sun 12p-6p. The organization will employ 54 people and will be equipped with high level security as required by the state. Petitioner will provide an array of ventilation and odor mitigation measures due to the nature of the business. There will be no changes to the building footprint and minimal changes to the site, which include new landscaping to match existing. The site will continue to be an outlot with 2 vehicle access points & sidewalk. Noted changes are to the outer façade includes Nichiha fiber cement, staining existing brick, additional storefront glazing, and a wrapped canopy. She noted exceptions include the percentage of alternate building material. Only open item is that final color will be subject to staff approval as staff wants to be sure that the stained brick gives the effect that was explained by petitioner. She explained signage for the building. The organization will have 75 parking spaces with no proposed changes; complies with minimum parking requirements.

CHAIRPERSON GRAY proceeded to ask if any representative from the petitioner's team would like to approach the lectern to speak.

LUCAS HOEFFLICKER, PETITIONER: First of all, I would like to thank the board for taking the time to meet with us. I would like to answer any questions or concerns that the board may have for us. I also have with us our architectural design team as well as Josh who leads retail for us in the Chicagoland area to answer any additional questions that the board may have.

CHAIRPERSON GRAY: Okay, excellent. Lucas go ahead. Do you have anything else to add or were you just introducing the team?

LUCAS HOEFFLICKER, PETITIONER: Yes, I was just introducing.

CHAIRPERSON GRAY: With that, I won't swear you in for just introducing yourself, with that I will open it up for comments from the board.

COMMISSIONER GATTO: I just have a question. 600 people come through a facility like this in a day?

Daniel Ritter, Planning Manager: That is more of a question they can answer.

CHAIRPERSON GRAY swears in petitioner.

COMMISSIONER GATTO: Ok, do approximately 600 people come to a facility like this on a daily basis?

LUCAS HOEFFLICKER, PETITIONER: Yes.

COMMISSIONER GATTO: So, I have been to other dispensaries and they have security manning everyone that comes in. Do you guys have something set up for that also? Is there queuing lines on the inside? Do people line up on the outside of the building? How do you guys navigate all of that?

LUCAS HOEFFLICKER, PETITIONER: So, we try to avoid outside lines. They do tend to happen sometimes just when you open a store but we try to get everyone inside, queue inside. That is the point of the vestibule. The point of our layout of the dispensary was so that we could have everyone queue inside. The other thing we pushed for is encouraging customers and educating customers about the ability to pre-order. That's a way that we can cut down on time. If you can pre-order you can usually get in and out, and Josh can probably quote it better than I can, but I think in under 5 or 10 minutes you can get customers in and out when they pre-order. In other instances, as well, other townships have required parking attendants or outside security. In those instances, they help shuttle traffic and make

sure that everybody does queue on the side of the building; if a line does tend to form you try to shuttle everyone into the building as quickly as possible.

COMMISSIONER GATTO: Okay.

CHAIRPERSON GRAY: Lucas, can I just ask a follow-up question to that? If you pre-order and that's 5 to 10 minutes what happens when somebody doesn't pre-order? What's the time from someone walking in to walking out, approximately, average?

LUCAS HOEFFLICKER, PETITIONER: I would say it depends on how busy the dispensary is at that moment, typically I would say no more than ten minutes.

CHAIRPERSON GRAY: Ok, I was just trying to figure out the turnover time cause as COMMISSIONER GATTO said, if you're getting 600 customers per day you're open 12hrs, that's about 50 customers every hour so you have to get them in and out.

LUCAS HOEFFLICKER, PETITIONER: Yeah and a lot of our stores; I know our stores in southern Illinois and a lot of our Chicagoland stores do upwards of 1000 to 1500 transactions per day. So, we are very well versed and used to it. 600 customers per day should not be a problem at all for us to handle as well as the parking lot. A part of our strategy in picking out specific properties is parking. Parking is one of our biggest issues. So, anything over 50 parking stalls can satisfy our needs is what we've realized. We also look for areas where if there ends up being a down the road issue where can go to existing tenants in the neighboring spots and lease 15-20 stalls on a need be basis. That's a last case scenario, but we do always do look into those situations.

Daniel Ritter, Planning Manager: There is cross parking here but let's say they were permanently using them, they could always request to lease them.

CHAIRPERSON GRAY: So over 50 is sufficient even when they are seeing over 1000 customers per day?

LUCAS HOEFFLICKER, PETITIONER: About 75 if you're going over 1000.

CHAIRPERSON GRAY: Any more questions COMMISSIONER GATTO?

COMMISSIONER GATTO: No, the building looks great. I think it's great that it is a free-standing building that is not connected to anything. I think it's a perfect location for it and that area really needs to be revamped right now. I think the plan looks great.

CHAIRPERSON GRAY: COMMISSIONER MANI?

COMMISSIONER MANI: I concur with COMMISSIONER GATTO. I like the building, and thanks for choosing Tinley Park.

LUCAS HOEFFLICKER, PETITIONER: Thanks for having us.

CHAIRPERSON GRAY: COMMISSIONER GASKILL?

COMMISSIONER GASKILL: I have nothing to say.

CHAIRPERSON GRAY: COMMISSIONER LOSCUITO?

COMMISSIONER LOSCUITO: I agree with my other commissioners. Turning this over from a restaurant only use since all these restaurants were failing anyway. It will be nice to have a permanent tenant occupying the space. So you don't have this vacant building just sitting there very visible on Harlem Ave. I think the building looks great and welcome to Tinley Park.

Daniel Ritter, Planning Manager: I think they would have done better driving traffic to the location if Pete's Fresh Market was open. However, this is a really good complementary use and Pete's is aware of it and had no comments. Also, from a design perspective Pete's building is going to be modern and this use will be complementary to that.

CHAIRPERSON GRAY: COMMISSIONER TRUXAL?

COMMISSIONER TRUXAL: Yes, I have a couple of questions. The loading area, its currently a trash enclosure so I am assuming it is just a chain link fence with privacy panels on it? Is that going to be changed? What's the materials on that? It should be a secure area.

Daniel Ritter, Planning Manager: It actually works well as is now. It is actually a brick enclosure that matches the brick around it.

COMMISSIONER TRUXAL: So, its not open for dump trucks or garbage trucks to get in there?

Daniel Ritter, Planning Manager: No, it's just a large trash enclosure. There are gates attached that can be moved back for deliveries. It's a pretty big enclosure.

COMMISSIONER TRUXAL: So, your delivery trucks can back in completely and you can close the gates while you all are unloading and loading?

LUCAS HOEFFLICKER, PETITIONER: Yes. Also, all licensed operators in the state use dodge sprinter vans. There is nothing over the size of a sprinter van that any of the deliveries occur in. There will be plenty of room in that location.

COMMISSIONER TRUXAL: I am just thinking about security because you have some pretty valuable product there. I'm concerned that once people know what's going on you guys are prepared.

LUCAS HOEFFLICKER, PETITIONER: Yes, there are security measures and Josh can speak to that more. A lot of times the trucks tend to back straight in and open the doors leaving only one way to get product in and out of the dispensary. There is also a cage in the front of the van.

COMMISSIONER TRUXAL: I am just curious if there is something in place where you notify village police of when deliveries are coming?

COMMISSIONER GRAY: Josh approach the lectern and sign the book and I will swear you in.

COMMISSIONER TRUXAL: I am just curious about the process. I know this is a public meeting, I don't want to give everything away, but I do want to ensure everything is in order.

Daniel Ritter, Planning Manager: Our police department did review this. The location makes it a preferred location because it is easily accessible for the police to react to anything that may happen.

CHAIRPERSON GRAY swears in Josh Evans, Ascend, Area Retail Manager.

JOSH EVANS, ASCEND, AREA SALES MANAGER: One of the IDFP regulations for every dispensary is that you have to have armed guards. As a part of the process of receiving product, there is an armed guard stationed at the door with the team as they are receiving the product. If there were someone attempting to infiltrate, we would have direct security there to deter that from happening. Additionally, the State Police do regular inspections of our space to ensure that safety is a top priority. State police also have 24hr access to our security cameras as well.

COMMISSIONER TRUXAL: The floorplan shows the employee locker room, but there is no entry door on it. I am just curious how that works.

Daniel Ritter, Planning Manager: These are not construction plans. Our building official will ensure this is addressed.

COMMISSIONER TRUXAL: Alright last question. The windows on the existing building, are those being covered with panels? Are you tearing the brick out? I assume you aren't going to reconstruct the entire building for that.

COMMISSIONER GRAY swears in Taofik Lasisi, Interform, Architect for the petitioner.

TAOFIK LASISI, INTERFORM, ARCHITECT: As far as the exterior construction is concerned, the North and East façade, we are going to remove 10ftx40ft length of the existing structure of pocket windows, doors, etc., and put in

the storefront system shown in the picture. The other two sides we are just going to put in a privacy film that is required by the state with limited visibility inside.

COMMISSIONER TRUXAL: Ok. The replacement on the North and East side. You are removing sections of the wall and replacing it with what?

TAOFIK LASISI, INTERFORM, ARCHITECT: It will be storefront system with film glass and aluminum.

COMMISSIONER TRUXAL: Ok, those are my only questions. It looks great, glad to see you all coming in, and best of luck to you guys.

CHAIRPERSON GRAY: COMMISSIONER MARAK, any comments?

COMMISSIONER MARAK: No.

CHAIRPERSON GRAY: I do have a few things. I agree with the statement that it is good that the location is freestanding. I think it's a good location just in terms of any issues with odors. I agree that the building design looks very clean, professional, and overall well done. The open item in question on the Permatint. I think to Staff's point, if you could provide a sample that would be great. How do you ensure that you get the desired color?

TAOFIK LASISI, INTERFORM, ARCHITECT: We are working with Permatint, who is the stain manufacturer. We went for a clearcoat stain that won't cover the natural effect of the brick. We did have the manufacturer send us a sample of red brick stained with the color we specified, it is an earth tone gray. It is more modern, takes away from the reddish color, and compliments design elements.

CHAIRPERSON GRAY: Has staff seen the samples?

Lori Kosmatka, Associate Planner: No.

CHAIRPERSON GRAY: If you guys could provide staff with examples that would be great. It doesn't sound like that will be an issue since you have previously received an example.

Daniel Ritter, Planning Manager: We can work with the petitioner. Sometimes it is hard to get something if it is being done custom. If we can see it being done beforehand we can work with them.

TAOFIK LASISI, INTERFORM, ARCHITECT: Part of the design process is making sure that when we do get a sample, we get a mockup to ensure the color is accurate.

CHAIRPERSON GRAY: Perfect. So, they make any changes to get the desired color. Again, I do like the colors, it looks modern and I think the commission has mentioned their approval of that as well. I do have one more question. In your business proposal there is a section where your security is instructed to ask loiterers to leave the premises. However, effectively where does the property line begin and end since it is in a shared lot?

LUCAS HOEFFLICHE, PETITIONER: Our property ends at our property line. However, if someone decided to loiter in Pete's Fresh Market parking lot, we would notify the Village police department of an issue, but our authority does end at the property line.

CHAIRPERSON GRAY: I like the fact the that you all have stated that you will call the police if the situation escalated and that you would also provide video footage.

Daniel Ritter, Planning Manager: I believe that our police department will have some initial contact with them to give them resources in the event of a recurring issue. Our police department is aware and has also done research with other communities.

CHAIRPERSON GRAY: I think the very detailed business plan works. From the security to the detailing and whatnot. I think it looks great and I have no further comments.

CHAIRPERSON GRAY asked if members of the public wanted to speak, seeing none, he proceeded to request a motion to close the public hearing. Motion made by COMMISSIONER GATTO. Seconded by COMMISSIONER GASKILL. The chair asked for a voice vote, hearing no opposition, the motion was declared as carried.

Lori Kosmatka Associate Planner, proceeded to present the standards for special use, adult use cannabis, site plan, and site design.

Motion 1 - Special Use Permit for substantial Deviation

CHAIRPERSON GRAY asked for a motion to grant the special use.

COMMISSIONER GATTO made the a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Park Place Planned Unit Development with Exceptions to the Village Zoning Ordinance to the Petitioner Ascend Illinois, LLC, to permit an Adult-Use Cannabis Dispensing Organization at 16200 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, where the requirement for a restaurant use will be removed, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 7, 2022 Staff Report.

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

Motion 2 - Special Use Permit for Cannabis Dispensary

CHAIRPERSON GRAY asked for a motion granting the special use for the adult cannabis dispensary. COMMISSIONER TRUXAL made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner Ascend Illinois, LLC to permit an Adult-Use Cannabis Dispensing Organization at 16200 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 7, 2022 Staff Report, subject to the following condition:

1. The Petitioner must obtain a state license within one year of approval and stay within good standing with the State of Illinois' cannabis licensing and taxing regulations. The Special Use shall be automatically repealed if the Petitioner ever loses state licensing approvals.

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

Motion 3 - Site Plan/Architecture Approval

CHAIRPERSON GRAY asked for the final motion to grant site and architectural approval. COMMISSIONER LOSCUITO made a motion to grant the Petitioner Ascend Illinois, LLC, Site Plan and Architectural Approval for redevelopment of an outlot to have an Adult-Use Cannabis Dispensing Organization at 16200 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 7, 2022 Staff Report, subject to the following conditions:

1. Site Plan Approval is subject to approval of the requested PUD by the Village Board.
2. Final color and materials shall be subject to review and approval by Village staff prior to issuance of a building permit.

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

Daniel Ritter, Planning Manager, noted this item is anticipated to go to Village Board on April 19, 2022.



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

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**ORDINANCE**  
**NO.2022-O-028**

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**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE CANNABIS  
DISPENSING ORGANIZATION TO ASCEND ILLINOIS, LLC AT 16200 HARLEM AVENUE**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2022-O-028****AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE CANNABIS DISPENSING ORGANIZATION TO ASCEND ILLINOIS, LLC AT 16200 HARLEM AVENUE**

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

**WHEREAS**, a petition for the granting of a Special Use Permit for an adult-use cannabis dispensing organization at 16200 Harlem Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Ascend Illinois, LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on April 7, 2022 at the Village Hall at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, the Plan Commission vote 7-0 and has filed its report and findings, recommendations, and condition that the proposed Special Use Permit 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 Special Use Permit; and

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

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

**SECTION 2:** That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Special Use Permit as set forth in Sections X.J.5. and V.C.13. of the Zoning Ordinance, and the proposed granting of the Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

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

1. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - *The proposed use will not be detrimental or endanger the public health, safety, morals, comfort of general welfare. Operation of the proposed use will follow the guidelines required by the State for adult-use dispensaries, including cannabis regulations in accordance with the Illinois Department of Financial and Professional Operation. Access into the building will be controlled by a single point of entry requiring identification verification.*
2. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
  - *The proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values within the neighborhood. The building's renovation will be a clean, contemporary design which will beautify and improve upon on its existing design. The design will be complementary to other recently approved retail and commercial redevelopment in the area.*
3. 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 proposed use will not impede the normal and orderly development of surrounding property, which is already developed or in the process of redevelopment. It will be located in an existing freestanding outlot building with sufficient parking.*
4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The proposed use is located in an existing outlot building which currently has adequate utilities, access roads, drainage, and facilities. There are no proposed changes to these elements.*

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
  - *The proposed use will have adequate measures taken to provide ingress and egress to minimize traffic congestion in the public streets. There are no changes to the access points of the site.*
6. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
  - *The proposed use will comply with all other Village, state, and PUD regulations.*
7. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The proposed use creates approximately 50 new jobs and produces additional sales and property tax revenues for local governments to utilize.*

X.J.5. Standards: Adult-use Cannabis Business Establishment Components: In determining compliance with Section X.J. (Special Uses), the following components of the Adult-Use Cannabis Establishments shall be evaluated based on the entirety of the circumstances affecting the particular property in the context of the existing and intended future use of the properties:

- i. Impact of the proposed facility on existing or planned uses located within the vicinity of the subject property.
  - *The proposed use is located in an existing outlot building that is relatively remote to other uses and facilities, and does not appear to have a significant or negative impact on the other nearby commercial uses. It is approximately 710 feet away from the nearest residential uses, and separated by additional parking and the future Pete's Fresh Market supermarket building.*
- ii. Proposed structure in which the facility will be located, total square footage, security installations/security plan and building code compliance.
  - *The proposed use will be in a 4,300 square foot existing building, will include a comprehensive security installation/security plan to be approved by the State, and comply with building code. The location is preferred by the Village for safety and security reasons as it will have police and public visibility from Harlem Avenue.*
- iii. Hours of operation and anticipated number of customers/employees.
  - *The proposed use will operate Monday - Saturday from 9:00am to 9:00pm, and Sundays 12:00pm to 6:00pm. The petitioner estimates 54 employee positions and 600 customers per day.*

- iv. Anticipated parking demand based on Section VIII.A.10 for retail uses and available private parking supply.
  - *The site meets the required parking demand for the use on-site and has additional shared parking available to the west of the property.*
- v. Anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways.
  - *The proposed use appears have anticipated traffic generation appropriate for its locational access and context to adjacent roadway capacity. The petitioner anticipates approximately 600 customers per day, with traffic generation anticipated to be from Harlem Avenue. Vehicular access to the facility is via two access points on the west side of the property which connect to a drive aisle parallel to Harlem Avenue and to be reconstructed with the Pete's Fresh Market redevelopment.*
- vi. Site design, including access points and internal site circulation.
  - *The proposed use has satisfactory site design, access points, and internal site circulation. The two vehicle access points and one pedestrian sidewalk remain unchanged. The internal site circulation, including the parking lot layout, also remains unchanged.*
- vii. Proposed signage plan and conformance with Section IX (Sign Regulations) and regulations as outlined in Section V.C.13.
  - *The proposed use will comply with Section IX (Sign Regulations) of the Zoning Ordinance with regards to business signage and the additional restrictions on cannabis regulatory signage in Section V.C.13. will also be met.*
- viii. Compliance with all requirements provided in Section V.C.13 (Adult-use Cannabis Business Establishments), as applicable.
  - *The proposed use complies with all requirements provided in Section V.C.13 (Adult-use Cannabis Business Establishments), as applicable.*
- ix. Other criteria determined to be necessary to assess compliance with Section V.J. (Special Uses) of this Title.
  - *No other criteria have been determined to be necessary to assess compliance.*
- x. In addition to the Special Use Standards outlined in this section no Special Use for an Adult Cannabis Business Establishment shall be recommended by the Plan Commission unless said Commission shall find:
  1. That there is sufficient distance (or setback) between the operations of the Special Use and the public right-of-way so that the operations of the SUP do not dominate nor alter the essential character of the street frontage or be detrimental to the overall character of the commercial corridor; and
  2. That opportunities exist for shared parking to accommodate unexpected parking needs associated with the Special Use.
    - *The proposed use is located along the west side of the Harlem Avenue corridor. The existing building is aligned with the public right-of-way and does not dominate, alter,*

*nor diminish the essential character of the commercial corridor. In addition to a surplus of parking provided on site, shared parking exists to the west of the property.*

- xi. HVAC and air treatment systems that will be installed to reduce odors to the exterior of the building and internal to the building if located in a multi-tenant building.
- *The proposed use is in a single-tenant building. Ventilations measures include HVAC, carbon filters, a Vornado air purification system. The facility will also train odor mitigation practices and perform a weekly analysis of odors to ensure they are not noticeable outside of the building or site.*

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

**LEGAL DESCRIPTION:**

**PARCEL 1:** LOT 5 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 TO 11 IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND PART OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1997 AS DOCUMENT NUMBER 97195157.

**PARCEL 2:** PERMANENT RECIPROCAL AND NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL I FOR, USE OF PARKING AREAS AND COMMON AREAS; USE OF ENTRANCES, EXITS, DRIVEWAYS, WALKS, SERVICE DRIVES, DIRECTIONAL SIGNS, AND LIGHTING FACILITIES; INGRESS, EGRESS, ACCESS, AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC OVER PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS, AND SERVICE DRIVES; USE OF STORM DRAINAGE AND RETENTIONAL FACILITIES, LANDSCAPING, PUBLIC REST ROOMS, OTHER PUBLIC FACILITIES AND DIRECTIONAL SIGNS; LOCATION OF BUILDINGS WITHIN CERTAIN AREAS, DESIGN, CONSTRUCTION AND MAINTENANCE OF PERMITTED BUILDINGS; MAINTENANCE OF BUILDINGS AND VACANT AREAS; REPAIR AND MAINTENANCE OF COMMON AREA; AND PERMITTED SIGNS, CREATED, DEFINED AND LIMITED BY THAT CERTAIN SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED JUNE 20, 1991 AND RECORDED JUNE 21, 1991, AS DOCUMENT NUMBER 91303316.

**PARCEL IDENTIFICATION NUMBER:** 27-24-202-022-0000

**COMMONLY KNOWN AS:** 16200 Harlem Avenue, Tinley Park, Illinois

**SECTION 4:** That a Special Use Permit to allow for operation of an adult-use cannabis dispensing organization at the Subject Property, is hereby granted to the Petitioner, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, subject to the following condition:

1. The Petitioner must obtain a state license within one year of approval and stay within good standing with the State of Illinois’ cannabis licensing and taxing regulations. The Special Use shall be automatically repealed if the Petitioner ever loses state licensing approvals.

**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 19<sup>th</sup> day of April, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19<sup>th</sup> day of April, 2022.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-O-028, “AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ADULT-USE CANNABIS DISPENSING ORGANIZATION TO ASCEND ILLINOIS, LLC AT 16200 HARLEM AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

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VILLAGE CLERK



**Exhibit A**

Per the April 7, 2022 Plan Commission Public Hearing Staff Report

**LIST OF REVIEWED PLANS**

<b>Submitted Sheet Name</b>	<b>Prepared By</b>	<b>Date On Sheet</b>
Application (Redacted)	Petitioner	Received 3/18/21
Response to Standards	Petitioner	Received 3/18/21
Business Plan (Project Narrative)	Petitioner	Received 4/1/21
ALTA Survey	Bock & Clark / NV5	Dated 12/28/21
IDFPR Drawings (Elevations, Plans)	Interform	Received 3/29/21
Queuing Plan	Interform	Received 3/18/21
Design Package (Renderings)	Interform	Received 4/1/21
Brick Stain Specification Sheet	Permatint	Received 3/29/21
Nichiha Fiber Cement Wood Panel Specification Sheet	Nichiha	Received 3/29/21
Signage Package	Ace Sign Co.	Received 4/1/21



# PLANNING & ZONING COMMISSION STAFF REPORT

April 7, 2022

## Petitioner

Shawn Vincent, on behalf  
of Loyola Medicine

## Property Location

17901 LaGrange Road

## PIN

27-34-300-005-0000;  
27-34-300-011-0000;  
27-34-300-012-0000

## Zoning

ORI (Office and  
Restricted Industrial)

## Approvals Sought

Final Plat Approval

## Project Planner

Daniel Ritter, AICP  
Planning Manager

## Loyola Southwest Ambulatory Care Center – Final Plat Approval

17901 LaGrange Road



## EXECUTIVE SUMMARY AND OVERVIEW

The Petitioner, Shawn Vincent on behalf of Loyola Medicine (property owner), is requesting Final Plat approval for a Plat of Subdivision related to the Loyola Medicine Ambulatory care facility.

The proposed Plat of Subdivision will approve the final lot division and easements related to the previously approved Loyola development. The public hearing for the zoning approvals was held on October 21, 2021, and the Village Board approved the ordinances on November 16, 2021. The previous development's staff report is attached for background information on the development. The proposed Loyola Medicine Final Plat of Subdivision has been reviewed and approved by Planning, Legal, and Engineering staff.

During the initial review and approval of the project, the overall zoning and development entitlements were approved. It was initially preferred to complete a Plat of Consolidation followed by A Plat of Subdivision for all easements for timing purposes. However, upon review of the property and Preliminary Plat, it was determined there were a few issues that would prevent that including that the land had not previously been subdivided per the Illinois Plat Act and Village Subdivision requirements and previous right-of-way dedications with Cook County were unclear. The Plat has since been reviewed and revised based on comments by the Village of Tinley Park, IDOT, and Cook County DOT.

The proposed plat is attached to this report and will generally consolidate the two parcels that the Loyola development will encompass. It will also:

- Subdivide a third "triangle lot" that is separated from the Loyola development by IDOT right-of-way.
- Record all utility, drainage, detention, and access easements.
- Allow for IDOT and Cook County review and signatures.
- Dedicate the public right-of-way on 179<sup>th</sup> Street to the county (that is unclear if it was previously dedicated).

## PLAT OF SUBDIVISION

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Attached as a separate Plat document (3 pages) dated 3-25-2022 by JLH Land Surveying Inc.

## MOTION TO CONSIDER

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If the Plan Commission wishes to act on the Petitioner's request, the appropriate wording of the motion is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan. The Commission may choose to modify, add, or delete from the recommended motions and recommended conditions.

**"...make a motion to recommend that the Village Board grant approval to the Petitioner, Shawn Vincent on behalf of Loyola Medicine, Approval of the Loyola Medicine Final Plat of Subdivision dated March 25, 2022, subject to the following conditions:**

- 1. Final approval of plat is subject to final review of details by the Village Engineer, Village Attorney, and Cook County review prior to recording to ensure they are accurate and match with the proposed final plans.**
- 2. The Final Plat shall be recorded with the county prior to issuance of any site or building permits.**

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

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**RESOLUTION**  
**NO.2022-R-028**

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**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF  
SUBDIVISION FOR LOYOLA MEDICINE SUBDIVISION  
(17901 LAGRANGE ROAD)**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, 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. 2022-R-028 \_\_\_\_\_****AN RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF  
SUBDIVISION FOR LOYOLA MEDICINE SUBDIVISION  
(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 Subdivision for the Loyola Medicine Subdivision dated April 5, 2022 (“Plat”) pertaining to certain real property located at 17901 LaGrange Road, Tinley Park, Illinois 60477 (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit 1**; and

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

**WHEREAS**, the Plan Commission reviewed the proposed Plat on April 7, 2022, at a public meeting, 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 RESOLVED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

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

**SECTION 2:** That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as **Exhibit 1** and dated April 5, 2022, 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, subject to the following conditions:

1. Final approval of plat is subject to final review of details by the Village Engineer, Village Attorney, and Cook County review prior to recording to ensure they are accurate and match with the proposed final plans.
2. The Final Plat shall be recorded with the county prior to issuance of any site or building permits.

**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 19th day of April, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19th day of April, 2022.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

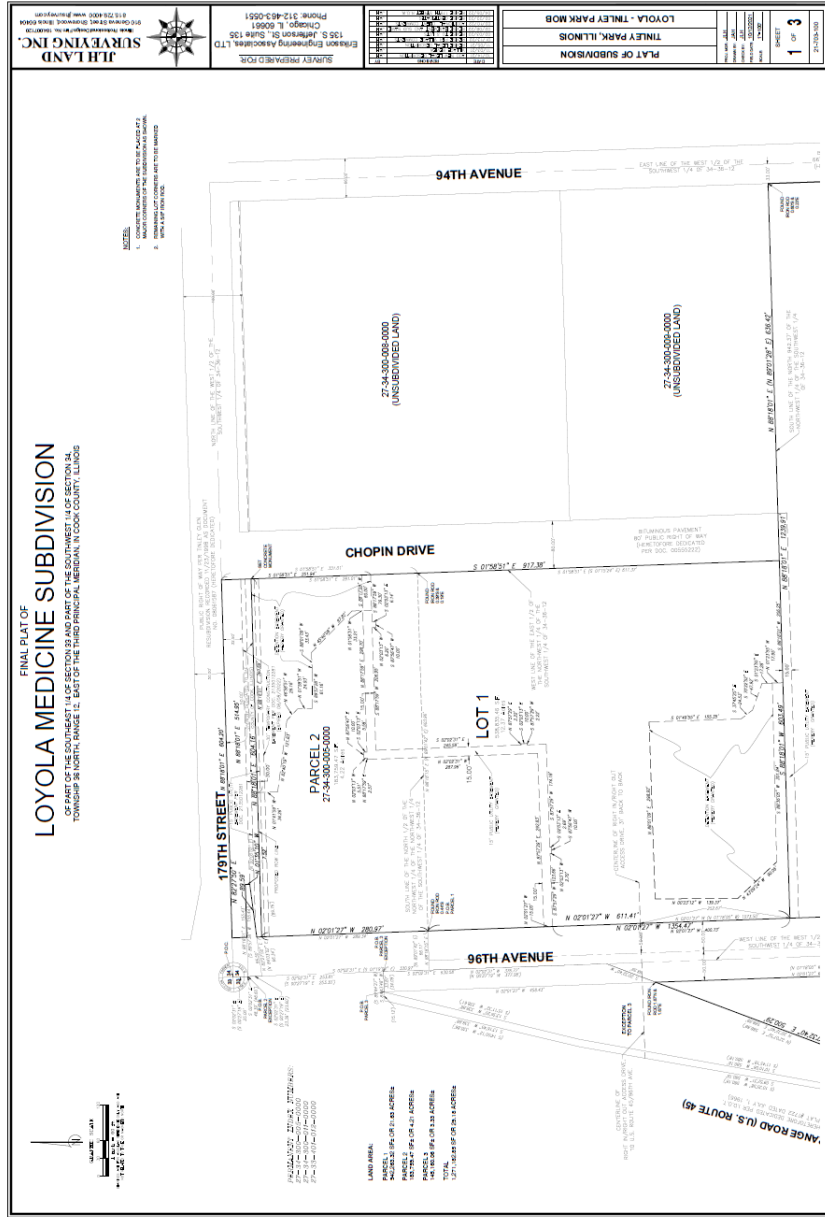
I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-028, “A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR LOYOLA MEDICINE SUBDIVISION (17901 LAGRANGE ROAD),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of April, 2022.

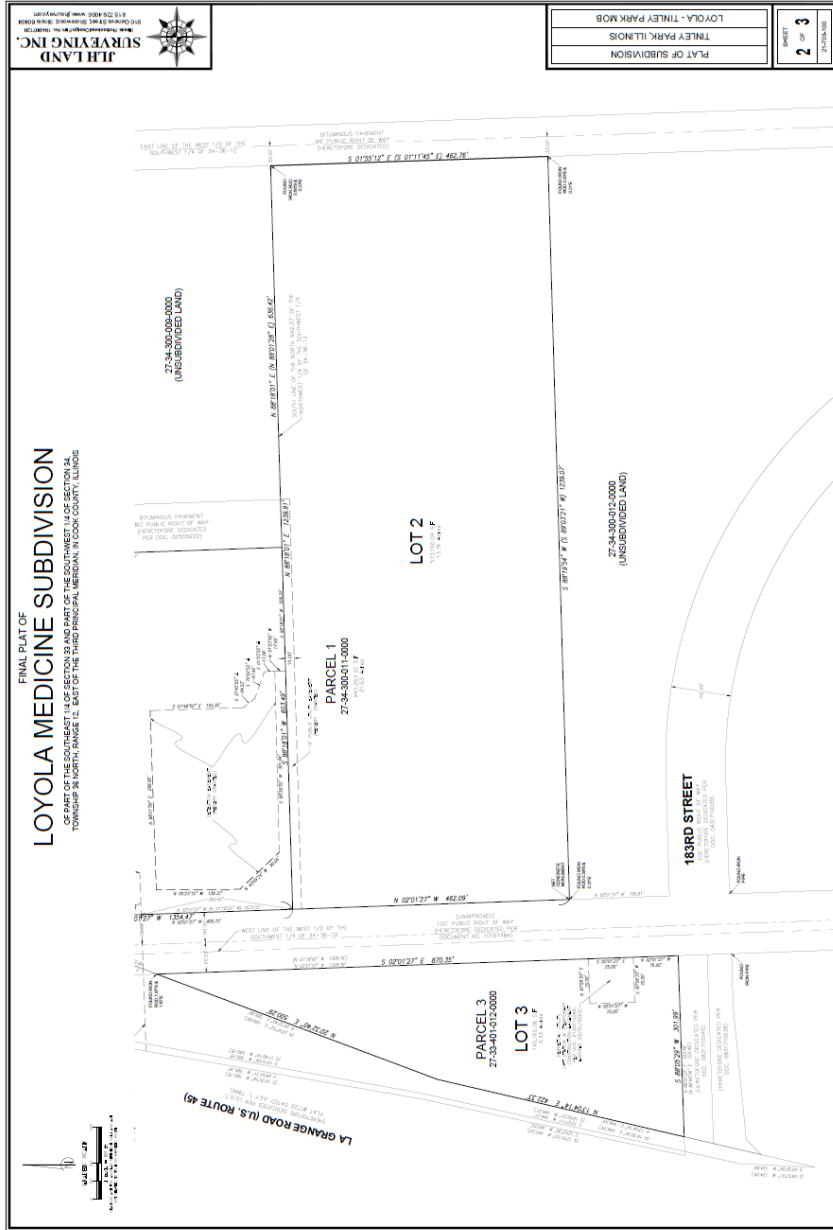
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VILLAGE CLERK

Exhibit 1 (3 pages dated 4-5-22)







**FINAL PLAT OF  
LOYOLA MEDICINE SUBDIVISION**  
OF PART OF THE SOUTHWEST 1/4 OF SECTION 33 AND PART OF THE SOUTHWEST 1/4 OF SECTION 34,  
TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TIGARD COUNTY, ILLINOIS

**PLAT OF SUBMISSION**  
TINLEY PARK, ILLINOIS  
LOYOLA - TINLEY PARK MOB

SHEET  
3 OF 3  
2/25/2022

**ENGINEER'S CERTIFICATE**  
COUNTY OF ILLINOIS  
I.S. \_\_\_\_\_  
STATE OF ILLINOIS  
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**PLAT OF SUBMISSION**  
COUNTY OF ILLINOIS  
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**NOTES:**  
1. ALL LOTS SHOWN ON THIS PLAT SHALL BE BOUND BY THE PLAT.  
2. THE ORIGINAL REGISTERED MAP SHALL BE KEPT IN THE OFFICE OF THE ENGINEER.

**RELEASE CERTIFICATE**  
COUNTY OF ILLINOIS  
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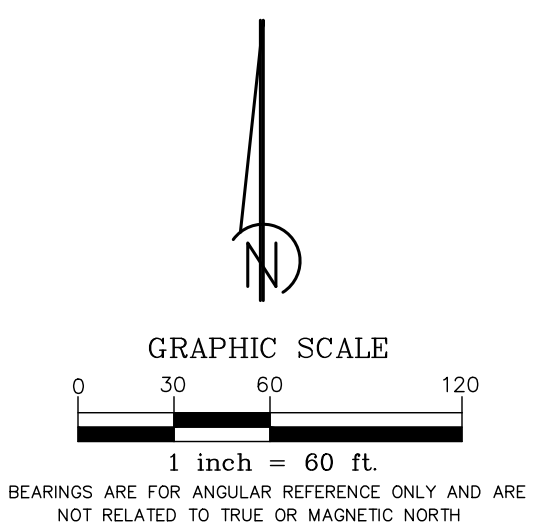
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# FINAL PLAT OF LOYOLA MEDICINE SUBDIVISION

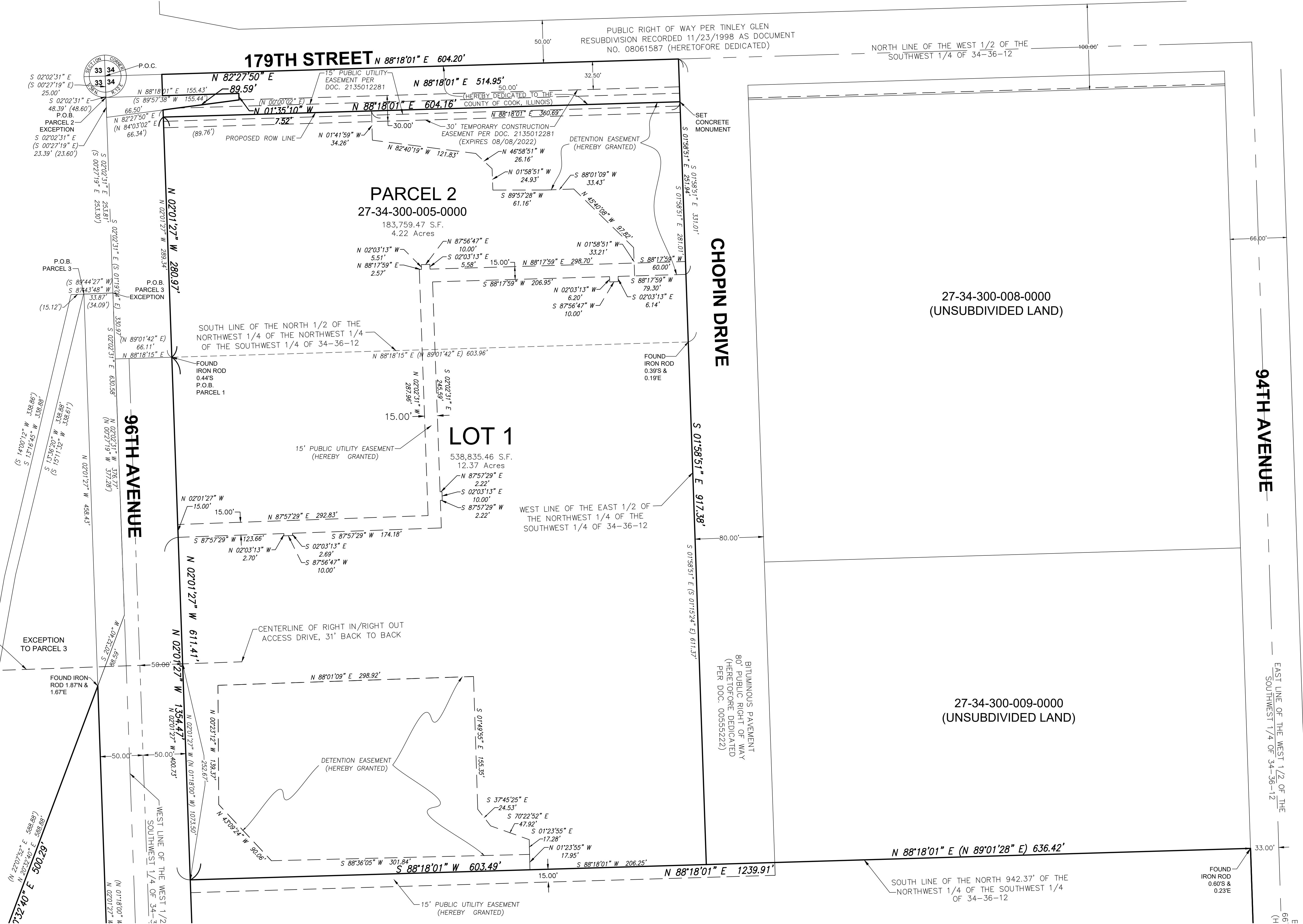
OF PART OF THE SOUTHEAST 1/4 OF SECTION 33 AND PART OF THE SOUTHWEST 1/4 OF SECTION 34,  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



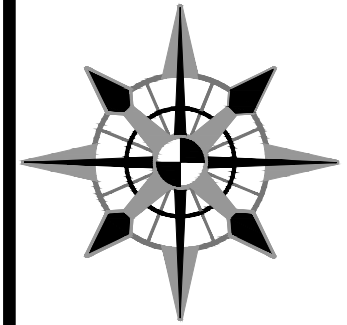
- NOTES:
- CONCRETE MONUMENTS ARE TO BE PLACED AT 2 MAJOR CORNERS OF THE SUBDIVISION AS SHOWN.
  - REMAINING LOT CORNERS ARE TO BE MARKED WITH A 5/8" IRON ROD.

PERMANENT INDEX NUMBERS:  
 27-34-300-005-0000  
 27-34-300-011-0000  
 27-33-401-012-0000

LAND AREA:  
 PARCEL 1  
 942,263.32 SF± OR 21.63 ACRES±  
 PARCEL 2  
 183,759.47 SF± OR 4.21 ACRES±  
 PARCEL 3  
 145,160.06 SF± OR 3.33 ACRES±  
 TOTAL  
 1,271,182.85 SF OR 29.18 ACRES±



**JLH LAND SURVEYING INC.**  
 Illinois Professional Design Firm No. 184.007120  
 910 Geneva Street, Shorewood, Illinois 60404  
 815.729.4000 www.jlhsurvey.com



SURVEY PREPARED FOR:  
**Eriksson Engineering Associates, LTD**  
 135 S. Jefferson St., Suite 135  
 Chicago, IL 60661  
 Phone: 312-463-0555

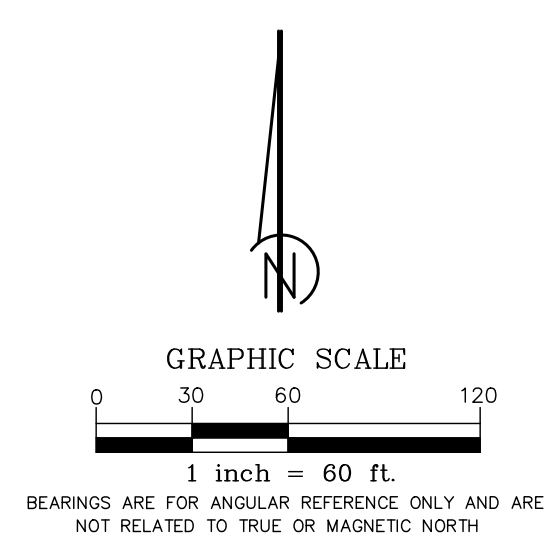
DATE	REVISIONS	BY
10/14/21	ADD NEW LEGAL DESCRIPTION	JAH
11/03/21	VILLAGE REVIEW	JAH
11/05/21	REVISE LEGAL DESCRIPTION	JAH
07/15/22	REVISE PER VILLAGE COMMENTS	JAH
07/08/22	REVISE EASEMENT AND SUB NAME	JAH
02/10/22	ADDITIONAL CLIENT COMMENTS	JAH
02/22/22	REVISE CERTIFICATES	JAH
05/05/22	REVISE 179TH STREET R.O.W.	JAH

PLAT OF SUBDIVISION  
**TINLEY PARK, ILLINOIS**  
 LOYOLA - TINLEY PARK MOB

PROJ. MGR.: JLH  
 DRAWN BY: JAH  
 CHECK BY: JLH  
 FIELD DATE: 10/12/2021  
 SCALE: 1"=100'  
 SHEET  
**1 OF 3**  
 21-703-100

# FINAL PLAT OF LOYOLA MEDICINE SUBDIVISION

OF PART OF THE SOUTHEAST 1/4 OF SECTION 33 AND PART OF THE SOUTHWEST 1/4 OF SECTION 34,  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



**LA GRANGE ROAD (U.S. ROUTE 45)**  
(HERETOFORE DEDICATED PER I.D.O.T. PLAT #1722 DATED JULY 1, 1960)

**PARCEL 3**  
27-33-401-012-0000

**LOT 3**  
145,160.06 S.F.  
3.33 Acres

**PARCEL 1**  
27-34-300-011-0000

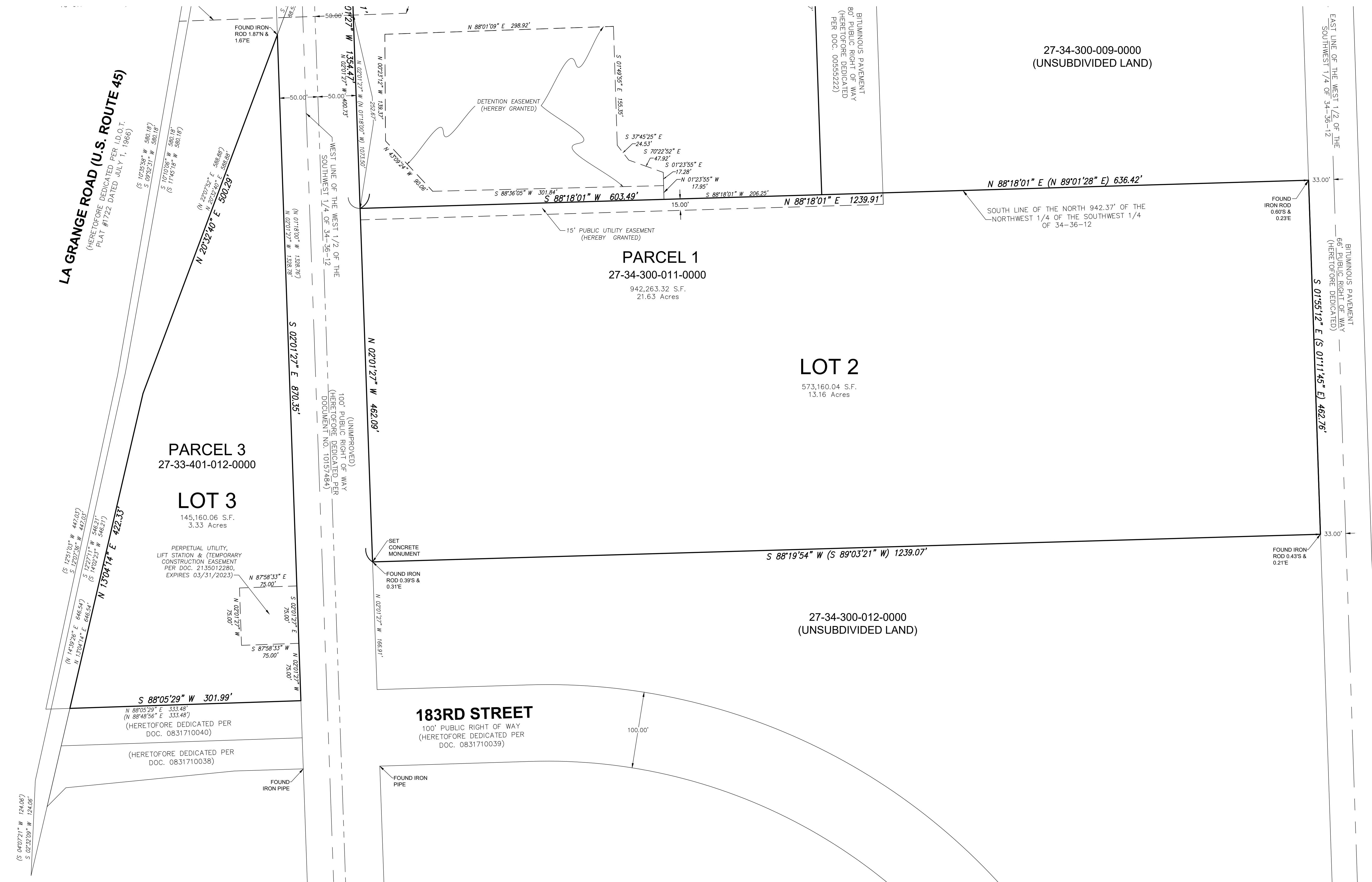
942,263.32 S.F.  
21.63 Acres

**LOT 2**  
573,160.04 S.F.  
13.16 Acres

27-34-300-012-0000  
(UNSUBDIVIDED LAND)

27-34-300-009-0000  
(UNSUBDIVIDED LAND)

**183RD STREET**  
100' PUBLIC RIGHT OF WAY  
(HERETOFORE DEDICATED PER DOC. 0831710039)



**JLH LAND SURVEYING INC.**  
Illinois Professional Design Firm No. 184.007120  
910 Geneva Street, Shorewood, Illinois 60404  
815.729.4000 www.jlhsurvey.com

PLAT OF SUBDIVISION  
TINLEY PARK, ILLINOIS  
LOYOLA - TINLEY PARK MOB

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SHEET  
**2** OF **3**  
21-703-100





# Interoffice

# Memo

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**Date:** April 19, 2022

**To:** President & Trustees

**From:** Michael J. Coleman AIA NCARB – Building Official

**Subject:** Adoption of 2021 International Building Codes

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Background:

Staff is requesting to amend Ordinance 2016-O-055 in order to adopt the 2021 International Residential Code, 2021 International Property Maintenance Code and the 2017 National Electrical Code. The last update to the Village Code occurred in October 2016, which included the 2012 adoption of the ICC codes specifically the International Residential Code (IRC), International Building Code (IBC), International Mechanical Code (IMC), International Energy Conservation Code (IECC) International Fire Code (IFC).

The building code is a minimum standard used to provide the occupants of buildings and the built environment a safe, healthy structure to habitat, work and recreate in. These minimum standards are reviewed every three years to provide additional safety standards. The ICC proposed codes go through several committees within the International Code Council Committee on regulatory standards of which include inspectors, building officials, architects, engineers and manufacturers to adopt a more adaptive, safe and clear codes. The 2021 ICC codes have been published for approximately 18 months of which the first six months go through extensive reprints for code adjustments and errata revisions. This process is now complete and the code as presently can be adopted.

The Village wants to remain current with the codes to provide a safe environment for the occupants and citizens of their homes and businesses. With the adoption of the proposed 2021 cycle of standards ICC codes, the Village can apply and obtain a higher FEMA National Flood Insurance Program rating. The Village local amendments do provide a language that is relevant to the proposed ICC code language as many of the local amendments meet or exceed the current minimum standards of the ICC codes.

The Village will be the first in the area to adopt these codes and it is the intention by current staff that these codes be reviewed and presented roughly 6-12 months past any proposed adoptions. The next publication is the 2024 ICC codes with a future publication around the last quarter of 2023.

Staff Direction Request:

Adopt attached Ordinance which Amends Title XV Chapter 155 of the Municipal Code

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

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**ORDINANCE**  
**NO. 2022-O-029**

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**AN ORDINANCE AMENDING TITLE XV CHAPTER 155 OF THE  
TINLEY PARK MUNICIPAL CODE ENTITLED "CODE" PERTAINING  
TO THE ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL  
CODE, 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE  
AND THE 2017 NATIONAL ELECTRICAL CODE.**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY O'CONNOR, VILLAGE CLERK**

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

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**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2022-O-029****AN ORDINANCE AMENDING TITLE XV CHAPTER 155 OF THE  
TINLEY PARK MUNICIPAL CODE ENTITLED “CODE” PERTAINING  
TO THE ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL  
CODE, 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE  
AND THE 2017 NATIONAL ELECTRICAL CODE.**

**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”) wishes to enhance the safety of the citizens of Tinley park with a current latest adoption of the building code as published by the International Code Council (ICC) and the National electrical code and National Fire Protection Agency (NFPA)

**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 amend Title XV Chapter 155 of the Tinley Park Municipal Code pursuant to this Ordinance; and

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

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

**SECTION 2:** That Title XV Chapter 155 of the Village of Tinley Park Municipal Code entitled “Codes” is hereby amended by deleting Chapter 155 of Title XV and replacing with **Exhibit #1**.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

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



PASSED THIS 19<sup>th</sup> day of April, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 19<sup>th</sup> day of April, 2022.

---

VILLAGE PRESIDENT

ATTEST:

---

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’CONNOR, 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. 2022-O-029, “AN ORDINANCE AMENDING TITLE XV CHAPTER 155 OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL CODE, 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE AND THE 2017 NATIONAL ELECTRICAL CODE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
VILLAGE CLERK

Exhibit 1

Section 1:**ADOPTION OF BUILDING CODES**

That a certain code, one of which is now available on the Village's website for a period of not less than 21 days in the office of the Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, being entitled and designated as the International Building Code (2012); International Energy Conservation Code (2015); International Fire Code (2012), including Appendix B&D of the International Fire Code; International Fuel Gas Code (2012) including Appendix A of the International Fuel Gas Code; International Mechanical Code (2012); International Property Maintenance Code (2021); International Residential Code (2021), including Appendix F Radon Control Methods; International Swimming Pool and Spa Code (2012)–Illinois State Plumbing Code (2014); National Electrical Code (2017) (NFPA 70); National Fire Protection Association (03) (NFPA 101); and Illinois Accessibility Act (1997) be and is hereby incorporated and adopted as the **Building Code of the Village of Tinley Park (2022)**, Cook and Will Counties, Illinois, except as hereinafter deleted, modified or amended.

This document shall set out the rules and regulations governing the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures and other items as enumerated in the Table of Contents of this document repealing Ordinance 2007-O-040, Ordinance 2009-0-022, Ordinance 2009-0-055, Ordinance 2010-0-010, Ordinance 2010-0-048, Ordinance 2011-0-028, Ordinance 2011-0-034, and Ordinance 2011-0-036 of the Village of Tinley Park and all other ordinances or parts of laws in conflict therewith and replaced with the **Building Code of Tinley Park (2022)**.

Section 2:**Deletions to the International Building Code 2021**CHAPTER 1-SCOPE AND ADMINISTRATION

**Section 101.4.3** - reference to the "International Plumbing Code" and the entire last sentence.

**Section 105.2** - under "Building" items numbered 1, 2, 3, 4, 5, and 6

**Section 111.2** - items numbered 3, 4, 5, 7, 9, 10 and 11

CHAPTER 5- GENERAL BUILDING HEIGHTS AND AREAS

**Section 507.2**

CHAPTER 7- FIRE AND SMOKE PROTECTION FEATURES

**Section 706.6-** exceptions 2, 2.1, 2.2, 2.3

**Section 708.3-** exception 2

**Section 708.4-** exceptions 1 and 5 only

**Section 711.3-** all exceptions

CHAPTER 9 - FIRE PROTECTION SYSTEMS

**Section 903.3.1.1.1**

**Section 903.3.1.2.1**

**Section 904.11** – number 2

**Section 910.1** – exception 1

CHAPTER 10 – MEANS OF EGRESS

**Section 1014.2** – number 4 exception number 2 (2.4)

CHAPTER 29 – PLUMBING SYSTEMS

**All Sections**

CHAPTER 31- SPECIAL CONSTRUCTION

**Section 3107**

CHAPTER 34- EXISTING STRUCTURES

**All Sections**

CHAPTER 35- REFERENCED STANDARDS

**Standards ICC IEBC-12; IPC-12; IPSDC –12; IWUIC – 12**

**SECTION 3**

**Amendments to the International Building Code 2021**

CHAPTER 1- SCOPE AND ADMINISTRATION

**Section 101.1. Title.** – To read as follows: These regulations shall be known as the Building Code of the Village of Tinley Park, hereinafter referred to as “this code” or “Building Code” or “Building Code of Tinley Park (2022)”

**Section 101.4.3 Plumbing.** To read as follows: The provisions of the Illinois Plumbing Code 2014 as amended shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

**Section 105.2 Work Exempt from Permit.** Under “Building” number 8 shall read as follows: Temporary motion picture, television and theater stage sets and scenery less than four hundred (400) square feet.

#### CHAPTER 7- FIRE AND SMOKE PROTECTION FEATURES

**Section 708.2 Materials.** The walls shall be of materials permitted by the building type of construction and/or amended by Chapter 5 of the International Building Code 2021.

**Section 708.3 Fire-Resistance Rating.** Fire partitions shall have a fire resistance rating of not less than one (1) hour unless noted elsewhere in this code as amended. Also see Chapter 5 of the International Building Code 2012.

**Section 711.1 General.** Floor and roof assemblies required to have a fire resistance rating shall comply with this section and Chapter 5 of the International Building Code 2021, as amended.

#### CHAPTER 10 – MEANS OF EGRESS

**Section 1009.3.1.2 Stairways, Fire Resistant Rating.** That the following is added as an Exception: In Group R-1 and R-2 interior egress stairways are required to have a 2-hour minimum fire resistance rating.

**Section 1014.2 Number 4 (Exception #2 (2.4) Exist Access, Egress Through Intervening Spaces.** Shall read as follows: The floor shall have a minimum of 44 inches wide aisle without obstructions by striping with a contrasting color distinguishable from other areas for the full length of the access.

#### CHAPTER 12 –INTERIOR ENVIRONMENT

**Section 1208.2 Interior Space Dimensions, Minimum Ceiling Heights** Shall read as follows with the Exceptions to remain as is: Occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 8’-0”. Unfinished basements (in other than one- and two-family dwellings) shall be permitted to have a ceiling height of not less than 7’-6”. For one- and two-family dwellings, the minimum clear height to the underside of the floor assembly above shall be 7’-6” and the minimum clear height to the underside to a beam shall be 6’-8”.

#### CHAPTER 16 –STRUCTURAL DESIGN

**Section 1612.3 Establishment of flood hazard areas.** – Insert: *The Village of Tinley Park* as the name of jurisdiction and *8/19/2008 (Cook County)*, *3/17/2003 (Will County)* for the date of issuance of “The Flood Insurance Study”.

CHAPTER 32 – ENCROACHMENTS INTO THE PUBLIC RIGHT-OF-WAY

**Section 3412.2. Applicability** – Shall read as follows “Structures existing prior to (adoption date) in which there is work involving additions, alterations or changes of occupancy shall be made to comply with the requirements of this section or the provisions of Sections 3403 through 3409. The provisions in Sections 3412.2.1 through 3412.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S, and U. These provisions shall not apply to buildings with occupancies in Group H or I.

**SECTION 4****Deletions to the International Residential Code 2021**CHAPTER 1 – SCOPE AND ADMINISTRATION

**Section R105.2 Work exempt from permit, under Building.** Numbers 1,2,3,4,5, & 10.

CHAPTER 3 – BUILDING PLANNING

**Section R310.1 Emergency escape and rescue required**

**Section R310.1 Exceptions 2.2**

CHAPTERS 25 THROUGH 32 (PLUMBING)**CHAPTERS 34 THROUGH CHAPTER 43 (ELECTRICAL)**

**All sections**

**SECTION 5****Amendments to the International Residential Code 2021**CHAPTER 1 – SCOPE AND ADMINISTRATION

**Section R105.2 Work exempt from permit, under Building.** Reroofing for Single Family Detached structures are exempt from permit.

**Add language**

**R105.3 Application for permit.**

8. Complete scope of work if no architectural plans for minor repair work & fire damage permits.

**SECTION 6****Supplemental Regulations**

In addition to the International, National, and State Codes all construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the Village of Tinley Park shall also be subject to the regulations set forth in Chapters 1-13 set forth below and shall be read in their entirety as follows:

## **CHAPTER I - ADMINISTRATION AND ENFORCEMENT**

### **SECTION 100 - GENERAL REQUIREMENTS**

#### **A. Standards and Regulations**

1. The standards and regulations contained in this Code shall be deemed and considered as minimum requirements for the construction of buildings for the protection of public health and safety. Any materials or methods of construction not specifically mentioned in this Code which give the same protection to public health and safety from the standpoint of strength, fire protection and other factors relevant thereto may be used in substitution for the specific materials or methods prescribed in this Code, when approved by the Corporate Authority, provided, however, if specific methods of construction or materials are prohibited in this Code, then this provision shall not authorize the use of such materials or methods of construction regardless of whether they give the same protection.
2. Requests for variations, or for use of substitute materials or methods of construction, shall be submitted to the Building Committee via the Building Official. The Building Official shall advise the Building Committee regarding acceptance or rejection of such requests.
3. These regulations shall be known as the Building Code of the Village of Tinley Park, hereafter referred to as “this Code” or “Building Code” or the “Building Code of Tinley Park **(2022)**”
4. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, except detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade in height with a separate means of egress and their accessory structures shall comply with the International Residential Code, as amended.



5. The provisions of the National Electrical Code 2011 (NFPA 70) shall apply to the installation of electrical systems, including installation, alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.
6. The provisions of the State of Illinois Plumbing Code as amended shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances where connected to a water or sewage system and all aspects of a medical gas system.
7. The Department of Building Safety also known as the Building Division in the Community Development Department is hereby created and when there are conflicting requirements with the adopted codes, the Building Official or designee shall have the authority to enforce the most restrictive language.

B. Zoning

All buildings or structures shall conform to the Zoning Ordinances of the Village of Tinley Park, Illinois. All requirements in said ordinance including but not limited to building set-backs, building lines, side yards and rear yards must be observed.

C. Licensing

All contractors and/or sub-contractors shall be licensed by the Village or submit the required copy of the State licensing to the Village prior to performing any work in the Village of Tinley Park, Illinois.

D. Bonding

All contractors and/or sub-contractors shall submit a \$20,000 Surety Bond, with the Village of Tinley Park, prior to performing any work in the Village of Tinley Park, Illinois

E. Guarantee/Warranty:

1. All builders, developers, contractors and sub-contractors shall guarantee, in writing, all of their work to be free from all defects of material and/or workmanship for a period of one year from the date of occupancy of any building, dwelling or addition thereto, or from the date of completion of the erection of any structure, enclosure or addition thereto, unless the manufacturer's standard warranty is for a longer period. In such case the longer period shall apply. Copies of all manufacturer's warranties or guarantees shall be delivered to the purchaser.
2. All materials, systems, equipment, devices or components which are a part of or which service any building, structure, dwelling, enclosure, addition or improvement, shall be installed and shall function according to the manufacturer's

written instructions and recommendations, and in absence thereof shall be installed and shall function in accordance with the generally accepted standards of the industry or trade which manufacturers, installs or provides such components of the building, structure, dwelling, enclosure or addition thereto.

3. Defects Excluded from Guarantee:
  - a. The purchaser has supplied defective design or materials to the builder, contractor or sub-contractor.
  - b. Defects that have been caused by normal wear and weathering.
  - c. Normal shrinkage, or normal settlement occurs.
  - d. The purchaser has failed to maintain adequate ventilation and has caused abnormal dampness or condensation.
  - e. Disputes over landscaping, other than finish grades.
  - f. The purchaser has been negligent in properly maintaining and operating the home, dwelling, building, structure, enclosure or addition thereto.
  - g. The purchaser suffers loss caused by fire, explosion, or other Acts of God.
  - h. Insect damage occurs.
  - i. Small hairline cracks in foundations or slab, which do not leak water. See Section 303-3 for cracks which allow infiltration of water.
  - j. Small cracks in walks, slabs, driveways or other flat work on grade.
  - k. Surface flaking when caused by de-icing salts or mechanical abuses.
  - l. The purchaser suffers secondary damage, such as property damage or personal injuries resulting from the defect.
  - m. There has been a technical breach of approved standards, but no actual damage has occurred or is likely to occur.
  
3. All claims for defects under this guarantee shall be made by purchaser, in writing, to the developer, general contractor, or builder from whom the dwelling or building was purchased, or, in the case of a structure, enclosure, or addition thereto, to the contractor who installed, constructed or erected said structure, enclosure or addition thereto. A copy of such claim shall be furnished to the Village building department. All claims of a breach of warranty shall be made by purchaser, in writing, to the Village Building Official.

4. Developers, buildings, contractors and sub-contractors who fail to make corrections, replacement or repairs in accordance with this warranty shall be subject to revocation of their license to do business in the Village of Tinley Park. Said license revocation shall be in addition to, and not in lieu of, any other remedies which may be available under the provisions of this Building Code or the Tinley Park Municipal Code.

F. Authority

1. The Building Official or officer/inspector/employee is hereby authorized and directed to administer and enforce all of the provisions of this Code.
2. Relief from Personal Responsibility: The Building Official, officer or employee charged with the enforcement of this Code, while acting for the municipality, shall not thereby render themselves liable personally, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of their official duties. Any suit instituted against any officer, or employee, because of an act performed by the employee in the lawful discharge of their duties and under the provisions of this Code, shall be defended by the legal representative of the municipality until final termination of the proceedings. In no case shall the Building Official or any of their subordinates be liable for costs in any action, suit or proceeding that may be instituted in pursuance of the provisions of this Code; and any officer of the department of building inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of their official duties in connection therewith.
3. Rule making authority: The Building Official shall have power as may be necessary in the interest of public safety, health and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this Code to secure the intent thereof and to designate requirements applicable because of local climatic or other conditions; but no such rules shall have the effect of waiving working stresses or fire-resistive requirements specifically provided in this Code or violating accepted engineering practice involving public safety.
4. Wherever in this Code, a provision is made that work be done subject to the approval of the Building Official, or to their satisfaction, or in a manner prescribed by the Building Official, this shall be construed as authorizing the Building Official only to determine whether or not the work or materials involved, comply with the provisions of this Code; and no such provision shall be construed as giving the Building Official discretionary authority or power under this Code.

G. Right of Entry

Where it is necessary to make an inspection to enforce the provisions of this Code, or where the Building Official or designee has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this Code which makes the structure or premises unsafe, dangerous or hazardous, the Building Commissioner or designee is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested.

H. Police Assistance

Whenever, in the opinion of a Village Official or Inspector it shall be necessary to call upon the Department of Police for the aid and assistance in carrying out or enforcing any of the provisions of this Code, they shall have the authority to do so, and it shall be the duty of any member of the Department of Police when called upon by said Building Official or Inspector to act according to the instructions of and to perform such duties as may be required by such Building Official or Inspector in order to enforce or put into effect the provisions of this code.

I. Power to Stop Work

No registered electrical contractor shall install any electrical conduits, electrical wires, equipment, or apparatus in any building or structure for which a permit is required, until such permit shall have been secured. In case any work is begun on the installation of electrical conduits, raceways, or the installation, alteration, or repair of electrical wires or apparatus in any building or structure without a permit authorizing the same, being first issued therefore, or the aforesaid installations are being made in violation of the electrical regulations of this Code, the Electrical Inspector shall have the power to stop such work at once and to order any and all persons engaged therein, to stop and desist until the proper permit is secured.

No registered plumbing contractor shall perform work in any building or structure for which a permit is required, until such permit shall have been secured. In case any work is begun in any building or structure without a permit authorizing the same, being first issued therefore, or the aforesaid installations are being made in violation of the plumbing regulations of this Code, the Plumbing Inspector shall have the power to stop such work at once and to order any and all persons engaged therein, to stop and desist until the proper permit is secured.

J. Compliance Required

It shall be unlawful to erect, construct, repair or alter, remove or demolish any building or structure in the Village in violation of any of the provisions of this Code, or without

complying with the provisions of this Code. It shall be unlawful to vary from the terms of any building permit, including the approved plans and specifications relative thereto, in connection with any such work; provided that a building permit may be amended upon proper application as provided herein.

K. Violations and Penalties

1. It shall be unlawful for any person, firm or corporation, whether as owner, beneficiary of a trust, assignee, general or sub-contractor, lessee, sub-lessee or occupant to erect, construct, enlarge, alter, repair, improve, remove, add to, convert, demolish, equip, use, occupy, or maintain any building or structure in the Village, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this Code.
2. It is hereby declared that any violation of this Code constitutes a public nuisance, and in addition to any other remedies provided by this Code for its enforcement, or for any penalties, the Village may bring civil suit to enjoin the violation of any provisions of this Code.
3. If for any reason any one or more sections, sentences, clauses, or parts of this Code are held invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Code.
4. Any person, firm or corporation violating any of the provisions of this Code shall be guilty of a misdemeanor and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof, during which any violation of any of the provisions of this Code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine not to exceed Seven Hundred Fifty Dollars (\$750.00).

L. Right of Appeal

1. All persons shall have the right to appeal the Building Official's decision pertaining to the Code as outlined in this Section. All Appeals shall be directed to the Building Committee which is appointed by the Board of Trustees of the Village. An Application for Appeal shall be based on a claim that the true intent of this Code or the rules legally adopted there under has been incorrectly interpreted.
2. The Application for Appeal shall be filed in writing by the Building Owner or designated agent, addressed to the Building Official, who will forward it on to the Chairperson of the Building Committee, and shall contain the following information:
  - a. Name and address of Appellant.
  - b. Location of property or premises in question.

- c. Chapter and Section of Code being contested.
  - d. Interpretation being contested.
  - e. Appellants reasons for challenging the Code Officials interpretation stating relief or solution requested.
  - f. Request for a hearing by the Building Committee to review the matter.
3. The Chairperson shall respond to the Appellant, and shall establish a date and time for a hearing to be held within twenty-one (21) business days of receipt of the Appeal.
  4. The Building Committee shall conduct an open hearing allowing the Appellant an opportunity to be heard, and shall have the right to seek counsel from professional and technical staff and consultants who may be called upon to offer testimony which will aid the Committee in attempting to arrive at a just decision in the matter being heard. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.
  5. The Building Committee, after due deliberation, shall render a decision in writing within twenty-one (21) business days of completion of the hearing process. A simple majority vote by the Committee shall constitute the Committee decision.

M. Alternate Materials:

The provisions of this Code are not intended to prevent the use of any material or method of construction not specifically prescribed by this Code, provided any such alternative has been approved.

The Building Official may approve any such alternative, provided, he finds that the proposed design is satisfactory and complies with accepted design criteria.

The Building Official may require that evidence or proof be submitted to substantiate any claims that may be made regarding its use. The applicant shall be responsible for the procuring, and submittal, of all data and reports necessary to evaluate such alternate materials. The applicant shall pay all costs incurred in the presentation of all tests and/or investigations required under these provisions.

## **SECTION 101 - PERMITS**

- A. A permit shall be obtained before beginning excavation, grading, construction, additions, reconstruction, remodeling, alteration or repair, and/or demolition using application forms provided by the Building Official. Permit fees shall be as established herein.
- B. Revocation of Permits: The Building Official may revoke a permit or approval issued under the provisions of this Code, in case of any false statement or misrepresentation of fact in the application, or on the construction documents, on which the permit or approval was based.

- C. **Posting of Permit:** A true copy of the building permit shall be kept on the site of operations open to public inspection during the entire time of prosecution of the work and until the completion of the same.
- D. **Compliance with Code:** The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel or set aside any of the provisions of this Code, except as specifically stipulated by modification or legally granted variation as described in the application.
- E. **Time limitation of application:** If, after such permit has been granted, the operation covered by said permit shall not be started within three (3) months of the date thereof, or if such operations are not diligently pursued to completion without any extensive delays (more than thirty (30) days) in the construction process, then such permit shall expire by the terms thereof, and no operations there under shall be started or completed until a renewal of said permit shall be obtained. Whenever delays which leave the site, building or structure in a condition which presents a potential hazard to the public either by means of access (whether implied, authorized or unauthorized) or as an attractive nuisance to any persons, under those circumstances the permittee shall secure the site, building or structure in order to protect the public from an accident or injury. The actual life of a permit for other than one and two-family dwellings, decks, sheds, garages and other accessory structures is one (1) year from the date of issue, which includes a maximum of two 3-month extensions. The actual life of a permit for one and two-family dwellings, decks, sheds, garages and other accessory structures is 180 days from the date of issue.

A permit may be renewed for three (3) months when requested within ten (10) days of expiration of permit. An application for renewal must be made to the Building Official with payment of the renewal fee. A permit may be renewed two (2) times for a total length of six (6) months after which time a new permit will be required. The first permit renewal fee shall be free. The second permit renewal fee shall be 50% of the original permit fee.

- F. No permit shall be issued to any applicant who is indebted to the Village for any fees or charges, for a period exceeding thirty (30) days after billing, resulting from work executed under a previous permit, or any other fees or fines owed the Village.
- G. **Permit and Inspection Fees:** On buildings, structures, electrical, gas, mechanical and plumbing systems or alternations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established in Chapter XIII of the Building Code.

All construction documents submitted, with a permit, that require checking by the Building official shall be subject to a check fee and / or filing fee as called for in this Code. Construction documents that are incomplete, or require excessive corrections shall be subject to double the amount of the plan check fee.

Those portions of charges made to the Village by an approved third-party plan review firm, or by engineers, for examination of plans which exceed the normal plan check fees shall be added to the plan check fee and shall be paid by the owner and/or applicant prior to issuance of an occupancy permit.

#### H. Application for Permits

1. Application shall be made by the Owner or Lessee of the building or structure, or the agent of either, or by the licensed engineer or architect employed in connection with the proposed work. If application is made by a person other than the owner in fee, it may be required to be accompanied by a duly verified affidavit of the owner or the qualified person making the application that the proposed work is authorized by the owner in fee and that the applicant is authorized to make such application. The full names and addresses of the owner, lessee and applicant shall be stated in the application.
2. Such application shall:
  - a. Identify and describe the work to be covered by the permit for which application is made.
  - b. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
  - c. Indicate the use and occupancy for which the proposed work is intended.
  - d. Be accompanied by construction documents and other information as required in Section R106 of the International Residential Code or Section 107 of the International Building Code.
  - e. State the valuation of the proposed work.
  - f. Be signed by the applicant, or the applicant's authorized agent.
  - g. Give such other information as required by the Building Official.
  - h. Application for permit shall also be accomplished by written proof or evidence that the project has been approved by all applicable federal, state, county and local jurisdictions, including, but not limited to EPA, DNR, Corp of Engineers, MWRD.
  - i. All applications for building permits shall be accompanied by a copy of a "Plat of Survey" attested and sealed by a land surveyor registered in the State of Illinois.
3. No Permit shall be issued to any applicant who is indebted to the Village for any fees or charges resulting from work executed under a previous permit or any other fees, fines owed the Village of Tinley Park.
4. Description of Work: The application shall contain a general description of the proposed work, its location, the use and occupancy of all parts of the building or structure and of all portions of the site or lot not covered by the building, and such additional information as may be required by the Building Official.



5. Construction Documents:

- a. The application for the permit shall be accompanied by copies of specifications as indicated in Section 101 I and of plans drawn to scale, when required, with sufficient clarity and detail dimensions to show the nature and character of the work to be performed, statement of special inspections and other pertinent information. As built are required for all commercial, office, industrial, single family attached and multi-family. (Single family as built are only required if requested by the Building Official) When quality of materials is essential for conformity to the Code, specific information shall be given to establish such quality; and in no case shall the Code be cited or the term "legal" or its equivalent be used as a substitute for specific information. The Building Official may waive the requirement for filing plans when the work involved is of a minor nature.
- b. All construction documents shall be required to be stamped with a seal, signed and dated by a registered architect or structural engineer licensed by the State of Illinois and showing the registration number. All drawings shall bear the statement "These construction documents were prepared under my direct supervision and to the best of my knowledge comply with the ordinances and codes of the Village of Tinley Park, Illinois", signed (Signature of Architect or Structural Engineer responsible for preparation of the construction documents). No stamp or seal shall be required on drawings for detached private garage plans; or for detached secondary buildings or for fences; or for additions/remodeling to a single-family dwelling when no structural or ventilation changes are made to an existing single-family dwelling or at the discretion of the Building Official. The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.
- c. Additions, Alterations, Remodeling and Repairs: Applications for Permit for additions, alterations, repairs, and/or remodeling shall be accompanied by construction documents giving the same information that may apply the same as new building construction.
- d. Private garage plans shall show location of buildings to other buildings and to lot lines on a legal plat of survey. Private garages, attached or detached, shall comply with the provisions of Section 213 and 308 of this Code.
- e. Sheds, Decks, Gazebos, Fences, Pergolas, Trellises, Pools, Driveways, Sidewalks, Patios, Pavers and Mailboxes: plans shall be submitted that

- show location of buildings to other buildings and to lot lines on a legal plat of survey.
- f. Mailboxes: A permit is required for any decorative or brick mail boxes in the public right-of-way and a waiver form must be signed by the homeowner. See Section 315 of this Code for requirements.
  - g. Lawn Sprinklers: A permit is required for any lawn sprinkler system installed. A plat of survey with the layout of the sprinkler system must be included with the permit application. Lawn sprinklers installed in the public right of way will require a waiver form to be signed and submitted.
  - h. Demolition permits do not require plans except when attached to one or more buildings, or when removal of structure will affect adjacent buildings. Plans of demolition may be required for buildings other than single family dwellings, private garages, or secondary buildings. Demolition permits for multi family/single family homes, commercial or industrial buildings require a copy of the County Demolition Permit prior to release of a Village permit. See Chapter XII of this Code for requirements.
  - i. All construction documents submitted for permit, that requires checking by the Building Official, shall be subject to the plan check fee and/or filing fee as called for in this Code. Construction documents that are incomplete, or require excessive corrections shall be subject to double the amount of the plan check fee.
  - j. Those portions of charges made to the Village by an approved third-party plan review service, or by Engineers, for examination of plans which exceed the normal plan check fees shall be added to the plan check fee and shall be paid by the owner and/or applicant.
6. Site Plan: There shall also be filed five (5) copies of a site plan, and an electronic copy if requested, showing to scale the size and location of all new construction and all existing structures on the site, the proposed grades for such structures and the site, distances from lot lines and the established street grades; and it shall be drawn in accordance with an accurate boundary line survey. In case of demolition, the site plan shall show all construction to be demolished and the location and size of all existing buildings and construction that are to remain on the site or plot. The site plan shall show location and size of driveway and/or parking areas when not submitted with new building construction.
  7. Engineering Details: The Building Official may require adequate details of structural, mechanical, and electrical work including computations, stress diagrams and other essential technical data to be filed. All engineering plans and computations shall bear the seal, date and signature of the engineer or architect

responsible for the design. Drawings shall indicate all design load information, the bearing capacity of the soil; the fiber stress (f), and the deflection (E) for all structural members (i.e.: concrete, steel and lumber); and the compressive stress values of all masonry and concrete.

8. Survey: All applications for building permits shall be accompanied by a copy of a "Plat of Survey" attested and sealed by a land surveyor registered in the State of Illinois and an electronic copy of said survey.

I. Approved Construction Documents:

1. When construction documents have been approved by the Building Official he shall affix a stamp indicating approval on the cover page of each set of said drawings and shall affix his signature, and shall return one set of such approved drawings to the applicant. One of these sets, with a signed cover page shall be at the job site at all times and be available for the use of the Village Inspectors. One set of approved drawings shall be retained in Building Department files.
  - a. The following stamped plans, and as-builts for all commercial, office, industrial, multifamily, and mixed use and one (1) electronic copy of the plans and as-builts shall be required.
    1. Commercial-(2) sets
    2. Footing & foundation- (2) sets
    3. Shell only-(2) sets
    4. Commercial tenant buildouts- (2) sets
    5. Multi-family dwellings-(2) sets
    6. Single-family dwellings- (2) sets
2. No deviations or changes shall be made in the construction from the approved construction documents unless such change is expressly and specifically requested in writing by the applicant and the approval of said change is granted in writing by the Building Official.
3. The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.

**SECTION 102 - INSPECTIONS:**

- A. For on site construction the Building Official upon notification from the permit holder or their agent shall make or cause to be made any necessary inspections and shall either

approve that portion of the construction as completed or shall notify the permit holder or their agent wherein the same fails to comply with this Code.

1. Job Access: A safe and reasonable access shall be provided to all sites, buildings and/or structures. This includes a dry gravel walkway, secured platforms having a slip-resistant walking surface so they do not move around or any other item the Inspector considers safe. If a safe access is not provided, the inspector may not perform the required inspection until a safe access is provided. Approved guards shall protect all floor and foundation openings.
  2. Job Site Conditions: Any building or structure that is to be inspected shall have all floors and levels accessible and shall be clean of all debris and obstructions so a visual inspection of all work can be performed. Ladders or changes in levels greater than 24 inches are not considered accessible.
  3. Footing Inspection: Commonly made after excavations are complete and footing forms are set but prior to pouring concrete.
  4. Foundation Wall: Commonly made after forms are set and braced and all reinforcing is in place and tied and all inserts are placed, but before pouring of concrete.
  5. Rough Inspection: Commonly made after the roof, masonry, all framing, fire-stopping, and bracing are in place and all electrical, plumbing and mechanical/HVAC, chimneys, and fireplaces are complete, but prior to the installation of any insulation, lath or gypsum board. All penetrations shall be sealed as required per code and shall be part of the required rough inspections. No rough framing inspections shall be performed prior to electrical, plumbing and HVAC inspections are inspected and approved.
  6. Insulation Inspection: Commonly made after rough inspection but prior to lath or gypsum board.
  7. Nailing or screw pattern inspections necessary for any lateral shear or bracing walls.
- B. Plumbing, Mechanical & Electrical:
1. Under slab: All work installed under a slab on fill or in concrete work shall be left open until inspected and approved.
  2. Rough Inspection: Commonly made prior to covering or concealment and before fixtures are set – prior to any electrical wiring installation
- C. Other Inspections:

In addition to the called inspections above, the Building Department may make or require any other inspections to ascertain compliance with this Code and other requirements or laws enforced by the Village.

- D. Work shall not be done on any part of the building or structure beyond the point indicated in each successive inspection without first obtaining the written approval of the Building Official. Such written approval shall be given only after an inspection has been made of each successive step in the construction as indicated by each of the inspections required above.
- E. Requests for inspections shall be made to the Building Department, by telephone not less than forty-eight (48) hours (excluding Saturdays, Sundays and Holidays) before inspection is requested. Exception: All concrete inspections require a two-hour (2) notice but no later than 2:30 p.m. of each day. Notice received after 2:30 p.m. will be scheduled for the following day.
- F. Final Inspection: Commonly made after the building is completed and ready for inspection. Request for final inspection must be made in writing on forms provided by the Building Department.

#### **SECTION 103 – STOP WORK ORDERS:**

- A. Notice to Owner: Upon notice from the Building Official that the permit has been revoked or work on any building or structure is being constructed contrary to the provisions of this Code or the approved construction documents or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be posted in a conspicuous location of the subject building or property and also shall be provided to the owner of the property.
- B. Unlawful Continuance: Any person who shall continue any work in or about the site or building after having been served with a stop work order, or after having received actual notice thereof, except such work as he is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than One Hundred (\$100.00) Dollars or more than Seven Hundred Fifty (\$750.00)

#### **SECTION 104 – CERTIFICATE OF OCCUPANCY:**

- A. New Buildings:

No building hereafter erected shall be used or occupied in whole or in part until the Certificate of Occupancy has been issued by the Building Official.

- B. Existing Buildings - Use Group or Occupant Changes:

With the exception of single-family and multi-family dwellings, when the ownership, or when the occupant of all or part of a building changes, or when the use of all or part of a building changes from one use group to another, said building, or part thereof in relation to which the change in occupant or use has occurred, shall not be occupied or used until a Certificate of Occupancy has been issued by the Building Official.

- C. For multi-family homes, when the ownership of the entire building changes, including ownership of common areas, said building shall not be occupied or used unless a new Certificate of Use and Occupancy has been issued by the Building Official within thirty (30) days after the change of ownership. The inspection required for a new Certificate of Use and Occupancy for multi-family homes because of a change of ownership, shall be limited to the common areas of the building and shall not include individual dwelling units. Further, said inspection shall take place at the same time as the inspection required for issuance of a Residential Rental License under Article XI, Chapter 129F of the Village Code. For purposes of this Section, a multi-family home is defined as a building of three (3) stories or more that contains three (3) or more individual residential units.

No building hereinafter occupied regardless of occupancy, enlarged, extended or altered to change from one occupant or use group to another, in whole or in part, and no building hereafter altered for which a Certificate of Occupancy has not been heretofore issued shall be occupied or used until the Certificate shall have been issued by the Building Official certifying that the work has been completed in accordance with the provisions of the approved permit; except that any use or occupancy which was not discontinued during the work of alteration shall be discontinued within thirty (30) days after the completion of the alteration unless the required certificate is secured from the Building Official.

- D. Changes in Use and Occupancy - Prohibited Uses - Re-establishment:

After a change of use has been established in a building, the re-establishment of a prior illegal or prohibited use that would not have been legal in a new building of the same type of construction is prohibited, unless all the applicable provisions of this Code and Zoning Ordinances are complied with. A change from one prohibited use, for which a permit has been granted to another prohibited use, shall be deemed a violation of this Code.

- D. Conditional Certificate of Occupancy:

Upon the written request of a holder of a permit, the Building Official may issue a Conditional Certificate of Occupancy for a building or structure, or part thereof, before the entire work covered by the permit shall have been completed, provided such portion or portions may be occupied safely prior to full completion of the building without endangering life or public welfare.

E. Contents of Certificate:

When a building or structure is entitled thereto, the Building Official shall issue a Certificate of Occupancy.

F. Penalties:

1. It shall be unlawful for any owner, builder, contractor, or other person who has constructed a building or structure under this Code for which a Certificate of Occupancy is required, to deliver possession to another person to whom the building has been sold or leased or for whom it has been built without having exhibited a Certificate of Occupancy.
2. Any person who violates this requirement shall be subject to a penalty not to exceed Seven Hundred Fifty Dollars (\$750.00) for each offense, each day the violation continues shall be construed as a separate offense.

### **SECTION 105 – SITE WORK, DEMOLITION & CONSTRUCTION**

- A. General – Whenever a building or structure is erected, altered, repaired, removed or demolished, the operation shall be conducted in a safe manner and suitable protection for the general public shall be provided.
- B. Fences – Every excavation or area of construction on a site located within the village boundaries shall be enclosed with a barrier not less than six (6) feet high (four (4) feet high for single-family & multi-family dwellings) to prevent the entry of unauthorized persons. All fences and barriers shall be of adequate strength to resist wind pressure, as specified in the International Building Code **2021** Chapter 16.
- C. Site Maintenance – Every construction site must be kept in a safety environment, free from hazards and maintained so as not to allow debris to blow onto other property. All dumpsters must be kept from being over filled to avoid debris from dropping onto the property or blowing onto other property.
- D. Protection of Adjoining Property – Adjoining public and private property shall be protected from damage during construction, remodeling and demolition work. Protection must be provided as outlined in the International Building Code 2012 Section 3307.

### **SECTION 106 – DEFINITIONS**

Unless otherwise expressly stated, the following terms shall, for the purpose of this Code, have the meanings indicated in this section. For other definitions not contained in this Section, see other Codes as adopted.

Words used in the present tense include the future; the singular number includes the plural and the plural the singular. Where terms are not defined in this section they shall have either ordinarily accepted meanings or such as the context may imply.

1. Apartment. A dwelling unit as defined by this Code.
2. Approved. Approved refers to approval by the Building Official as the result of investigation and tests conducted by him, or by reason of accepted principles or tests by nationally recognized organizations.
3. Area Building. The total area of all floors or stories contained within the building perimeter. Areas of the building not provided with surrounding walls shall be included in the building area if included within the horizontal projection of the roof or floor above. Also see definition in Section 702 of the IBC for fire suppression requirements.
4. Area, Total. For purposes of calculating total square feet (area), the total floor area includes mezzanines and basements contained within the surrounding exterior walls of the building on all floors and levels which are added together. The area included within the surrounding exterior walls of a building includes canopies, when in the opinion of the Code Official the canopy creates or may create a hazardous situation, and all enclosed extensions are also added to the calculation. Areas of a building not provided with surrounding walls shall be included within the building area if such areas are included within the horizontal projection of the roof or floor above. Interior walls, including fire walls, and horizontal fire walls (floors), fire separation walls and party walls, shall not be considered as walls which divide a structure into two or more separate buildings, but structures containing such interior walls shall be considered as one building for the purposes of this chapter. This definition shall only be used to determine whether or not a fire & life safety system is required.
5. Area Useable. The sum of the net horizontal area of all floors within outside walls of a residential building exclusive of areas in cellars, basements, unfinished attics, garages, open porches and accessory structures, but including any area that is roughed in (rough framing & electrical) but not completed which is designed and intended for human occupancy.
6. Basement. A story of a building partially underground, and having more than half of its story height below the grade plane.
7. Board of Trustees. The corporate authority of the Village of Tinley Park.
8. Building Code. The building code and its amendments, as adopted by the Village of Tinley Park.



9. Building Official. The officer charged with the administration and enforcement of this Code.
10. Ceiling Height. Ceiling heights shall be the clear vertical distance from the finished floor to the finished ceiling.
11. Crawl Space. An unfinished space beneath the 1st Floor or under a roof of a building, intended for access to piping, ductwork, wiring, or other utilities, and not intended for habitable space.
12. Existing legal non-conforming. A structure that complied with the zoning or building codes at the time it was built but no longer conforms to the adoption, revision or amendment of the present building codes.
13. Family. A family includes one or more persons occupying a premise and living as a single housekeeping unit, and related to each other by birth, adoption, or marriage, as distinguished from a group occupying a boarding house, hotel or motel, as herein defined; a number of persons but not exceeding four (4) living and cooking together as a single housekeeping unit, though not related by birth, adoption or marriage shall be deemed to constitute a family.
14. Listed and Listings. Terms referring to equipment which is shown in a list published by an approved testing agency qualified and equipped for the conduct or supervision of experimental testing and maintaining an adequate periodic inspection of current productions and whose listing shows that the equipment complies with the provisions set forth in this Code.
15. Motor Vehicle. A machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners, or slides and transport persons or property or pull machinery and shall include, without limitations, automobiles, trucks, tractors, trailers, or semi-trailers, motorcycles, buggies and wagons or any other similar vehicle.
16. Ordinance: a local law adopted by a municipality.
17. Permittee. Person, Firm, Corporation or Organization to whom a building permit has been issued.
18. Plat of Survey. A map prepared by an Illinois Licensed surveyor giving legal descriptions of the property by lot, street number or block numbers. Survey also shows official measured and recorded sizes of property.
19. Ranch Style Home. A single-story house with less than a 4:12 pitch roof and shall include a three-step ranch.

20. Story. A story is that portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above, regardless of portions being below grade.
21. Tenant. The occupant of a building, house, apartment or land that is owned by someone else.

## **CHAPTER II - INTERNATIONAL RESIDENTIAL CODE.**

### **SECTION R303 – LIGHT, VENTILATION & HEATING:**

#### **A. General:**

1. Install windows in outside walls to provide natural light and ventilation in all habitable rooms, except kitchens.
2. Windows in habitable rooms, whose areas provide the light and ventilation necessary to comply with the following requirements, are considered required windows. All windows in addition to these, and also windows in rooms other than habitable rooms, are considered non-required windows.

#### **B. Habitable Rooms: Rooms designed to be used for living, sleeping, eating or cooking**

1. Insect screens: Shall be installed, for ventilated portions of all windows in all exterior walls, in all residential buildings.
2. Bars, grilles or screens placed over emergency escape windows shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the window.
3. The minimum net clear opening for grade floor windows shall be 5 square feet.
4. Basement habitable rooms shall be designed for min. 10% natural light & 5% natural ventilation. Sill height of opening shall not exceed 36" above finished basement floor

#### **C. Bathrooms and Water Closet Compartments:**

1. Provide ventilation in or near ceiling with continuous metal (or other approved material) duct connection to outside air, and with a mechanical exhaust fan. Min. exhaust rates shall be determined by section M1505. If duct is located in an unconditioned space, it must be insulated to a minimum R6 value.

#### **D. Open Basements:**

1. Provide light and ventilation by windows or doors, in exterior walls with both glazed and ventilating area not less than (one) 1 percent of the floor area.
- E. Utility Room Ventilation:
1. Combustion & dilution air must be provided in accordance with the International Mechanical Code and/or equipment manufacturer's specifications.
  2. Each appliance exhaust duct metal duct or ducts to the outside shall be provided with a backdraft damper or per equipment manufacturer's specifications.
- F. Rooms having a Gas-fired Appliance:
1. A minimum of two (2) properly placed sprinkler heads shall be provided. They must be supplied by the domestic water system in the area of the gas-fired furnace and/or hot water tank (exception – garages and unconditioned spaces.)
- G. Crawl Spaces:
1. In crawl spaces ground shall be covered with (four) 4 inches of coarse granular material (sand, gravel, or stone) reasonably level over which a vapor barrier or minimum (six) 6 mil polyethylene film or better (or material of equal perm rating) lapped (twelve) 12 inches and a minimum of (two) 2 inches of rough finished concrete.
- H. Attic and Other Enclosed Spaces
1. Vents or ducts from kitchens, baths or laundry rooms shall not discharge into attic spaces, but shall discharge direct to the outside via listed metallic flexible or rigid ducts

#### **SECTION R304 -MINIMUM ROOM AREAS:**

- A. Minimum room sizes:
1. Refer to Tinley Park Zoning Ordinance Section V.C.2. for minimum usable floor area requirements per dwelling type.
  2. Senior Housing requirements:
    - a. 300 square feet per unit
    - b. 600 square feet overall per unit when common area of the facility is included and divided among the dwelling units.
  3. Except as otherwise provided by ordinance, rooms for the following uses shall meet the standards specified below.

<u>Area</u>	<u>Minimum Square Feet</u>
-------------	----------------------------

**Living, dining, cooking:**

- |    |  |     |
|----|--|-----|
| a. | Living, dining and cooking when in one room<br>(includes area occupied by equipment)   | 220 |
| b. | Living, dining, when in one room   | 180 |
| c. | Living only in one room, when dining space<br>is provided in kitchen or separate room. | 160 |
| d. | Kitchen cooking only (including area occupied<br>by equipment)                         | 60  |
| e. | Dining only  | 100 |
| f. | Family or Recreation Room  | 180 |

**Sleeping:**

- |    |                      |     |
|----|----------------------|-----|
| a. | Primary bedroom      | 120 |
| b. | Other sleeping rooms | 100 |

**Bathroom:**

- a. Size should be adequate for water closet, lavatory, and tub or shower. The water closet may be located in a separate compartment adjoining the bathroom.
- b. Arrange fixtures so that door will swing not less than 90 degrees when open.
- c. There shall be no opening between a room in which a water closet (toilet, urinal or bidet) is located and a room in which food is prepared or stored.

**Minimum room dimensions:**

- a. Habitable rooms, except kitchens and bathrooms shall not have any horizontal dimension less than 10'-0".

**Halls and Passages:**

- a. Minimum width 3'0", arranged to permit access of furniture.

- B. General Storage: This storage shall be in addition to required closets and kitchen storage space.
1. For single family residences provide minimum total volume (interior and exterior storage) 200 cubic feet plus 75 cubic feet for each bedroom.
  2. For multiple units conform to following schedule:
 

1 bedroom and 1 bedroom	=	150 cubic feet
2 bedrooms	=	200 cubic feet
3 bedrooms	=	250 cubic feet
4 bedrooms	=	300 cubic feet
- C. Bedroom Closets: Provide each bedroom with at least one closet or wardrobe having a minimum:
1. Depth: 2'- 0"
  2. Floor area: 5 square feet
  3. Heights: 6 feet
- C. Escape Areaways, Window Wells:
1. Minimum width measured perpendicular to face of building wall, 3 feet. Head of window, in all cases, to be at or above top of area wall.  
Exception: Escape windows not required when two (2) or more stairways lead out of the basement.
  2. Provide drain and connect to sub-soil drainage system and/or discharge to storm water system.

### **SECTION 305.1 – CEILING HEIGHTS:**

- A. Minimum Ceiling Heights:
1. Minimum ceiling heights for occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 8'-0". Unfinished basements (in other than one- and two-family dwellings) shall be permitted to have a ceiling height of not less than 7'-6". For one- and two-family dwellings, the minimum clear height to the underside of the floor assembly above shall be 7'-6" and the minimum clear height to the underside to a beam shall be 6'-8".
  2. Basements: 7'6" clear under joists. Recreation Rooms must have 7'6" clear height for at least 80% of the floor area, with a minimum of 6'6" clear for the remaining 20% floor area.

3. Main floor of any living unit 8'0" clear for at least 75% of the total floor area.
4. Areas other than main floor: 7'6" clear; under sloping roofs, 7'6" for not less than 50% of floor area having 5 feet or more headroom.

#### **SECTION (R309) – (GARAGES AND CARPORTS):**

##### **A. General**

1. Refer to Tinley Park Zoning Ordinance for required setbacks and distances from primary structure.
2. If the garage is less than ten feet from the primary structure, it will require a minimum of ½-inch gypsum board (or equivalent) applied to the interior
3. Floors
  - a. Remove all top soil, loose fill and organic matter under entire area of garage including foundations.
  - b. Install not less than four (4) inches layer of well compacted gravel, crushed stone, or sand.
  - c. Install not less than five (5) inches of concrete (minimum six bag mix), reinforced with wire mesh; minimum size 6" x 6", #10 x #10. Pull reinforcing up into slab when pouring. In lieu of wire mesh, fiber mesh and ½-inch rebar are an acceptable material.
  - d. Floors shall be pitched to drain effectively.
  - e. Sill plates in contact with concrete shall be pressure-treated.
4. Openings/Doors
  - a. Vehicle door openings shall not exceed ten (10) feet in height. Vehicle doors shall not be the sole egress from the garage.
  - b. A communicating door between garage and residence shall not be considered as a required means of egress from the residence.
  - c. A service door shall be provided for all garages. The service door shall be a minimum of 6 feet 8 inches in height and no less than 2 feet 8 inches in width.

**SECTION 309.6 – SINGLE FAMILY DETACHED GARAGES**

- A. One-story frame detached garages.
1. Maximum size cannot exceed 720 square feet.
  2. Total height of a pitched roof garage shall not exceed eighteen (18) feet at the roof peak when measured from the finished floor.
  3. Comply with construction requirements for one-story dwellings in IRC code with the following exceptions:
    - a. Grade beam construction permitted, consisting of a five (5) inches concrete floor on a minimum four (4) inches of crushed stone, sand or gravel, poured monolithically, with a minimum ten (10) inches deep outer edge, a width of twenty (20) inches around perimeter of building with the 5-inch concrete floor bearing on the grade beam.
    - b. Concrete under sill plates to be a minimum of six (6) inches above finished grade.
    - c. Studs, maximum spacing twenty-four (24) inches on center.
    - d. In lieu of structural panels, wall sheathing shall be installed behind exterior finish materials and shall have a minimum thickness of ½-inch. Where corner bracing is used, each corner shall be braced from top outward in two directions to a minimum of 72" from corner at sill plate, and may be applied on the inside surface of studs, minimum 1" x 4" diagonal bracing
    - e. Corner post may be constructed of two (2) 2" x 4".
    - f. Top plate shall be single, provided rafters occur directly over studs and plate at corners is lapped to provide tie.
    - g. Rafter ties not less than 2" x 4", maximum spacing six (6) feet on center.
    - h. Concrete floor, minimum 5" of concrete on minimum 4" of crushed stone, sand or gravel.
    - i. Ceiling joists shall be a minimum of 2" x 8" and spaced a maximum of 48-inches on center.
    - j. No gas-fired appliance shall be installed in any garage, unless AGA approved, vented, with a sealed combustion chamber and installed in

accordance with the manufacturer's instructions and the International Residential Code.

4. Service door heights shall be 6'-8" min. 8'-0" maximum and no less than 2 feet 8 inches in width.
  5. Materials for roof construction must be approved roofing, or may match roofing used on an existing dwelling located on the same lot as the new detached structure and installed in accordance with the manufacturer's instructions.
- B. One story solid masonry or masonry veneer detached garages and accessory buildings.
1. Comply with construction requirements for one-story dwellings In IRC code with the following exceptions:
    - a. Spread-type footing, minimum size 10" deep by 20" wide. Bottom of footing shall be a minimum 3'-6" below finished grade. Foundation walls to be formed both sides, minimum eight (8)" thick poured concrete, but not less than the walls being supported
    - b. For brick veneer framing, top of concrete foundation shall be not less than 4" above finished grade.

#### **SECTION 309.7 – SINGLE FAMILY ATTACHED GARAGES**

1. Construction, and foundation, and all footings, same as required for the dwelling.
2. If door opening occurs between garage and dwelling, provide four (4) inch curb at the service door, or construct garage floor four (4) inches lower than adjoining floor. A basement stairway leading directly to a garage is not permitted unless stairway is enclosed in minimum one-hour construction (or 1-3/4-inch-thick solid core wood) door with listed self-closing devices and has not less than a four (4) inch high concrete curb and sill all around the stair opening and to located at the top of the stairwell.
3. Installation of house heating unit or other fuel burning appliance in garage space not permitted unless AGA approved, vented with a sealed combustion chamber and installed in accordance with the manufacturer's instructions and the International Residential Code.
4. Wood frame walls common to dwelling and garage to be one (1) hour fire rated construction. A one (1) hour fire rated bulkhead shall be established in the attic space directly above the one (1) hour rated garage wall and it shall be continuous from the fire rated wall to the roof deck. Where rooms occur over the garage area, ceilings are required to be double layer of 5/8 inch Type X drywall and all



walls shall be one (1) hour fire rated construction. Joints shall be staggered a minimum of 16-inches. The door opening protectives shall have a 60-minute minimum fire rating, approved closer and approved latching type hardware.

5. Hot air heat duct openings shall be a minimum of four (4) feet above floor of garage with a listed fire damper. Return air ducts are not permitted.

## **SECTION R311 – MEANS OF EGRESS**

### **A. Access:**

1. Living Units: Each living unit, having one or more bedrooms shall be provided with two means of access, as remote as possible from each other, without passing thru any other living unit. A living unit may have one means of access if it opens to a hall or passage having two (2) remote means of egress to outside, or two (2) remote vertical means of egress. (Exception: townhomes)
2. Attics. Provide access to attics by means of scuttles, minimum 22" x 30" disappearing or built-in stairways.
3. Crawl Spaces. Provide access of not less than 30 inches wide by 24 inches high to permit access to all utilities.
4. Access scuttles to areas above ceilings, and below floors shall be located in areas where free and unencumbered access is always available.
5. Basements. Provide direct access to outside by a door, or a window having an openable area at least 2 feet wide and 30 inches high, stool not more than 3 feet above floor. Where basement stairway is within 5 feet of exterior entrance door this will constitute direct access.
6. A basement stairway leading directly to garage is not permitted unless stair is enclosed with a 1 hour rated partition, and with a 1 hour rated (or 1-3/4-inch-thick solid core wood) door located at the top of the staircase with a self-closing device and has not less than a 4-inch-high concrete curb and sill all around the stair opening.

### **B. Privacy:**

1. Bedrooms:
  - a. Each bedroom to have access to a bathroom without passing through another bedroom.

- b. Each habitable room to have access to each other habitable room without passing through a bedroom.
  2. Prohibited bathroom arrangements:
    - a. Bathroom opening directly into a kitchen.
    - b. Bathroom providing sole access to any other room.
    - c. Bathroom in the basement as the only one serving a living unit.

**SECTION R311.2 - DOORS:****A. Exterior Doors**

1. Minimum sizes:
  - a. Main entrance doors: 3' 0" wide.
  - b. Service entrance doors: 2' 8" wide.
  - c. Height: 6' 8".

**B. Interior Doors:**

1. Provide a door for each opening to a bedroom, bathroom, and toilet compartment.
2. Minimum sizes:
  - a. All habitable rooms: 2' 6" wide by 6' 8" high.
  - b. Bathrooms: 2' 4" wide by 6' 8" high.
  - c. Powder rooms: 2' 2" wide and 6' 4" high.

**SECTION R311.7 – STAIRWAYS:** Within individual dwelling units (regulated by the IRC Code) for Residential Occupancies only.

**A. Design and Location:**

1. Headroom: Continuous clear headroom measured vertically from front edge of tread to a line parallel with stair run, minimum 6' - 8"
2. Width:

- a. All stairs: Minimum 2'9" clear of handrail. 3'-0" actual clear width
3. Treads: Minimum tread 10 1/4".
4. Rise: 7-3/4" maximum for main stair; All risers to be the same height in any one story.
5. Winders: (Permitted in single family residences only)  
Tread width 15" from covering end shall at least equal tread width on straight stair run unless a width of tread at converging end is 6" or more.
6. Landings:
  - a. Width equal to that of stair.
  - b. Vertical rise: No stairway shall have a height rise of more than ten (10) feet between landings.
7. Handrail: Install continuous handrail on at least one side of each run on all stairways extending at grasp level on lower floor or landing to grasp level on upper floor or landing without interruption by any means necessitating a change of handhold while traversing said stairway run. The grasp level shall remain a constant height paralleling the stair run and any side directional change shall not be greater than thirty (30) degrees from the direction of the stair run viewed vertically. Maximum width and depth of handrails shall be 2 1/2", unless shaped to provide a secure handhold.
8. Exterior Stairs: Minimum width of stair 36" clear of handrails. Minimum run clear of tread above 10 1/2", maximum rise 7 3/4"

## **SECTION R312 – GAURDS AND WINDOW FALL PROTECTION**

### **R312.1.1. – REQUIRED GAURDRAILS**

1. On open side walk surfaces, guard rails shall be provided when the vertical change in elevation is > 24" vertically. Guard rail shall be min. 36" in height.
2. Exterior stairs to basements with a vertical drop > 24" shall require guard rails on both sides of open stairs

## **Section R326 – SWIMMING POOLS, SPAS AND HOT TUBS**

General Requirements:

- A. The current provisions of the International Residential Code 2012, National Electrical Code 2011, International Swimming Pool and SPA Code 2012, International Fuel Gas Code 2012, International Mechanical Code 2012 and International Energy Conservation 2015.
- B. Registration of Contractors  
Any contractor engaged in the performance of installing a swimming pool within the Village of Tinley Park shall be currently registered with Village of Tinley Park.
- C. Bond  
All contractors performing electrical work within the Village of Tinley Park shall file with the building department a surety bond in the amount of \$20,000.00 secured by a surety company which is acceptable to the Village of Tinley Park. Bond shall be payable to the Village and, in effect, guarantee that the contractor will comply with all requirements of applicable Village ordinances and codes.
- D. Barrier

The provisions of this section shall control the design of barriers for residential swimming pools, spa and hot tubs. The design controls are intended to provide protection against potential drownings and near drownings by restricting access to swimming pools, spas and hot tubs.

An outdoor Swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier which faces away from the swimming pool, spa and hot tub. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade such as an above ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the structure. Where the barrier is mounted on top of the pool structure the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.

**Section R328 – BRICK MAILBOXES & PEDESTALS**

- A. Permits Required - A building permit and a signed Right-of-Way waiver is required prior to any installation of a brick or decorative mail box.
- B. Restrictions - Masonry mailbox structures shall not be more than 24 inches by 24 inches nor shall they be more than five (5) feet in height and shall be erected as follows:

1. The front edge of the masonry structure shall not be set closer than fifteen (15) inches from the rear edge of the curb or within two (2) feet of a Buffalo Box, or within 10 feet of a fire hydrant.
2. The front of the mailbox itself shall not be closer than six (6) inches nor further than fifteen inches from the rear edge of the curb.

NOTE: Masonry mailbox structures shall comply with United State Postal Regulations; a copy is available in the Building Department. Incorrect installation of masonry mailbox structures could result in the United States Postal Service curtailing mail delivery.

3. There shall be a maximum of two pedestals per address only one of which may contain a mailbox.

C. Construction Requirements

1. Contact J.U.L.I.E. prior to any excavation.
2. Install a concrete footing of no less than 42 inches deep and not less than 12 inches thick.
3. Foundations can either be cast-in-place concrete or concrete masonry units.
4. The first two tiers of masonry shall be tied into the footing with no less than 5/8-inch re-bar imbedded into the outer footing in concrete.

**Section R329 – STORAGE /UTILITY SHEDS**

- A. Permits Required – No storage/utility shed shall be erected within the Village of Tinley Park without first obtaining a permit.
- B. Number limited – No more than one (1) storage/utility shed shall be located on any residential lot within the Village of Tinley Park.
- C. Limitations – No storage/utility shed shall exceed two hundred (200) square feet in area, nor exceed fifteen (15) feet in height. No overhead (roll up) doors larger than six (6) feet in width or seven (7) feet in height are allowed on storage/utility sheds.
- D. Placement – A shed should be placed ten feet from the primary structure, with a minimum of five (5) feet from same. If the shed is less than ten feet from the primary structure, it will require a minimum of ½ inch gypsum board (or equivalent) applied to the interior walls and ceiling that are within this area. The shed must be a minimum of five (5) feet from the side and rear lot lines.
- E. Construction Requirements – Storage/utility sheds in excess of one hundred (100) square feet in area shall be constructed on a concrete slab consisting of a minimum of four (4) inches of concrete on a minimum four (4) inches of crushed stone base. Storage/utility

sheds shall be constructed in compliance with all other applicable provisions of Tinley Park Comprehensive Building Codes.

### **SECTION 330 – DECKS, PORCHES, GAZEBOS & PERGOLAS**

- A. Permits are required for all decks, porches, gazebos, trellises, pergolas and all accessory structures.
- B. All structures are required to be a minimum of five (5) feet from all property lines, and off any utility easement.
- C. Open air front porches cannot extend into the required yard more than 35% (percent) of the minimum yard setback, not including stairways. In residential districts no porch or portico shall extend more than fifteen (15) feet from the exterior wall. In no case shall any porch or portico be placed within five (5) feet of any property line.
- D. All concrete load bearing piers are to be a minimum of eight (8) inches diameter and forty-two (42) inches below grade.
- E. All design loads to conform to International Building Code 2021 and International Residential Code 2021.
- F. Guards are required when platforms extend more than 24 inches above grade. Guards are to be 36 inches in height on residential properties and a minimum of 42 inches in commercial properties.
- G. Handrails must be provided for all stairways with 4 or more risers; handrails shall not be less than 30 inches and no more than 38 inches vertically above the leading edge of threads or above finished floor.
- H. Balusters must be so that a 4-inch sphere may not pass through any opening. No ladder style balusters allowed.

### **Section R507 – EXTERIOR DECKS**

R507.5.2.1 Deck beam connections:

- 1. Notching of 4 x 4 wood post shall be prohibited. Any connections shall be face mounted and through bolted connections only.

R507.9.3 Lateral Connections required:

- 1. Any deck where the columns from foundation support to top of finished deck surface exceeds 48” in height, lateral bracing in conformance to R507.9.2. shall be required.

### **Section R703 – EXTERIOR COVERINGS**

R703.8.6. Weep holes shall be provided @ 24" o.c. and installed to require min. 2 per masonry opening.

R703.8.4.1.1 Additional metal ties shall be provided around wall openings greater than 16" in either dimension. Metal ties around the perimeter of openings shall be spaced not more than 24" on center and placed within 6" of the wall opening.

### **Section R802 – WOOD ROOF FRAMING**

#### R802.8.1. Bridging

1. Ceiling joist exceeding 4 to 1 depth to thickness ration shall be laterally braced by solid blocking, diagonal bridging or a cont. 1 x 3 wood strip located at top of ceiling joist.

### **SECTION R403 FOOTINGS:**

1. General:
  - a. Design for proper distribution of superimposed loads.
  - b. Material: cast-in-place concrete.
  - c. Bear on solid, unfilled ground.
  - d. Unstable or questionable soils will require a soils report by a state licensed testing agency.
2. Wall Footings:
  - a. Minimum dimensions for spread footings shall not be less than two times the width of the foundation they are supporting.
3. Pier, Post and Column Footings:
  - a. Dwellings: Minimum area 6.25 square feet; thickness minimum 12 inches. (Not permitted under exterior walls).
4. Chimney Footings:
  - a. Dwellings: Minimum thickness, 12 inches; minimum projection each side, 6 inches.
  - b. Pour integral with wall footing when chimney occurs in outside wall or inside bearing wall.

6. Attached Garages and Breezeways: Provide spread footings same as for house, no trench footings.

#### **SECTION R401.3.1 FOOTING DRAIN TILE:**

1. Required outside or inside of basement and crawl space footings. Minimum diameter is 4 inches.
  2. Cover tile with 8 inches gravel, or crushed stone, (95 percent) passing 3/4-inch mesh, less than 5 percent passing 3/8-inch mesh.
  3. Connect drain tile to water-tight sump pit (cast iron, fiberglass, or approved plastic). The sump pump shall discharge through piping approved by the Village into the rear yard. Such sump pumps shall not be allowed to discharge into either the front or side yards (minimum ten feet from any lot line) or otherwise in front of the building, but need not be connected directly to a storm sewer.
- I. Concrete Foundation Walls Cast in Place.
1. General
    - a. Materials. **-See section R404.1.3.**
    - b. Walls supporting frame construction: Extend concrete not less than 4 inches above adjoining outside finish grade.
    - c. Walls supporting masonry veneered wood frame:  
Extend foundation so that wood portion of wall is not less than (four) 4 inches above outside finished grade.
  2. Minimum foundation thickness
    - a. Not less than that of wall supported.
    - b. Supporting porch slabs, steps and one-story wood frame structures without basement, minimum eight (8) inches.
    - c. Masonry veneered walls, minimum nine (9) inches.
    - d. Eight inches thick solid masonry walls minimum ten (10) inches.
    - e. Slabs on ground used to support interior bearing walls or partitions: Thicken to at least ten (10) inches for a width of twenty (20) inches.



3. Girder pockets. Provide four (4) inch end bearing on main wall for girder. Form pocket for wood girder one (1) inch wider than girder.
4. Sill anchor bolts to be installed.
  - a. Diameter, ½-inch minimum, bent or hooked.
  - b. Minimum length, ten (10) inches.
  - c. Provide washer under nuts on bolts.
  - d. Refer to Section 403.1.6. of the IRC for additional requirements.
5. Anchorage for intersecting walls and slabs. Provide dowel bar anchorage for porch and terrace slabs, concrete or masonry steps and area walls, which adjoin foundation walls. For basement-less portions and attached garages embed four ½-inch round hooked bars four (4) feet long in main wall, two near top and two near bottoms of attached wall.
6. Chimney foundations: Start at level of lowest adjacent foundation wall footings. Exception: Projects that are designed by a Licensed Structural Engineer.
7. Damp proofing and waterproofing. See Section R406 of the International Residential Code **2021**

#### **SECTION R506.1 – CONCRETE FLOOR ON GROUND:**

No floor slab to be placed in water or on a soft wet sub-grade.

#### **SECTION R506.1.1 – GENERAL CONSTRUCTION:**

- a. Fill under slabs: Gravel, sand, screenings, or crushed rock, minimum thickness 4 inches. Earth under fill should be thoroughly leveled and free from vegetative matter, thoroughly tamped.
  - b. Reinforcing: When required, minimum weight 40 lbs. per 100 square feet. Wire mesh, fiber mesh or rebar are acceptable materials.
  - c. Bottom of slab: Not lower than top of footing. Provide at least four (4) inches bearing on footing.
2. Cement floor finish:
    - a. Finish basement slab with steel trowel.
    - b. Integral finish on concrete slab.

3. Slabs on ground used as a base for floors or as a finish floor in habitable rooms.
  - a. Minimum thickness, four (4) inches
  - b. Provide membrane waterproofing directly under slab, at least 6–mil polyethylene film, lapped 124 inches and also sealed and taped.
  - c. Perimeter insulation shall comply with the International Energy Conservation Code 2012.
4. Basement floor slabs: Minimum thickness, four (4) inches.
5. Garage floor slabs: See Section 308.

#### **SECTION R903.4 – ROOF DRAINAGE:**

When a building is provided with a basement, or crawl space, gutters and downspouts must be installed.

##### **A. Materials:**

1. Copper, Galvanized, Aluminum and Vinyl to be installed per manufacturers specifications.
2. Downspout terminations shall be directed away from the structure and a minimum of five feet from any lot line.

##### **B. Roof water Disposal:**

Provide outlet acceptable to Building Official.

#### **Section M1602 – RETURN AIR**

##### **Section M1602.2 Return air openings**

8. Return shall be taken from all sleeping rooms through ducted openings meeting the supply air flow rate. Return grilles shall be installed in closets.

9. Return ducts installed in wall stud spaces shall be sheet metal construction with all seams sealed per M1601.4.1

### **CHAPTER III – INTERNATIONAL BUILDING CODE (I.B.C.)**

#### **SECTION 312.2 – TRASH ENCLOSURES**

- A. Where required: Trash and recycling enclosures shall be provided at all new buildings except single family dwelling units. If owner chooses to have a dumpster instead of garbage cans this section of the ordinance must be followed. The enclosed area shall be screened on three (3) sides by a wall from view from public streets and any abutting properties. There shall not be any types of enclosures or container in the front yard of any building or use including single family attached and detached units.
- B. Construction Materials: Any wall around a dumpster or trash handling area shall be constructed in a durable fashion of brick, stone, or other masonry materials with a gate opening which will accommodate the pickup of the dumpster by the garbage company. The wall shall be constructed of the same building material and in the same architectural style as the principal structure. Gate material must be wood or vinyl fencing material. No chain link fencing is allowed.
- C. Enclosure Height: Any enclosure constructed shall have a height not greater than 6 feet.
- D. Foundation: Any enclosure constructed shall have a concrete foundation capable of supporting the walls and any other live and dead loads anticipated.
- E. Size of Trash Enclosure. The area of a trash enclosure for a site or business shall be sized using dimensions, which relate to the size and use of the principal building and as approved by the building official.
- F. Thermal Insulation and Air Infiltration
  - 1. Refer to the **2021** edition of the ICC International Energy Conservation Code.

**SECTION 503- ALLOWABLE HEIGHT AND BUILDING AREAS**

<b>TABLE 301</b>										
<b>ALLOWABLE HEIGHT AND BUILDING AREAS <sup>a</sup></b>										
<b>Height limitations shown as stories and feet-above grade plane.</b>										
<b>Area limitations as determined by the definition of “Area, building,” per story</b>										
		<b>TYPE OF CONSTRUCTION</b>								
		<b>Type I</b>		<b>Type II</b>		<b>Type III</b>		<b>Type IV</b>	<b>Type V</b>	
		<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>	<b>HT</b>	<b>A</b>	<b>B</b>
<b>Group</b>	<b>HGT (ft)</b>									
	<b>HGT(S)</b>	<b>UL</b>	<b>160</b>	<b>65</b>	<b>55</b>	<b>65</b>	<b>55</b>	<b>65</b>	<b>50</b>	<b>40</b>
<b>A-1</b>	<b>S</b>	<b>UL</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>1</b>
	<b>A</b>	<b>UL</b>	<b>UL</b>	<b>15,500</b>	<b>8,500</b>	<b>14,000</b>	<b>8,500</b>	<b>15,000</b>	<b>11,500</b>	<b>5,500</b>

A-2	S	UL	11	3	2	3	2	3	2	1	
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000	
A-3	S	UL	11	3	2	3	2	3	2	1	
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000	
A-4	S	UL	11	3	2	3	2	3	2	1	
	A	UL	UL	15,500	9,500	14,000	9,500	15,000	11,500	6,000	
A-5	S	UL	UL	UL	UL	UL	UL	UL	UL	UL	
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL	
B	S	UL	11	5	3	5	3	5	3	2	
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000	
E	S	UL	5	3	2	3	2	3	1	1	
	A	UL	UL	26,500	14,500	23,500	14,500	25,500	18,500	9,500	
<b>TYPE OF CONSTRUCTION</b>											
			<b>Type I</b>		<b>Type II</b>		<b>Type III</b>		<b>Type IV</b>	<b>Type V</b>	
			<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>	<b>HT</b>	<b>A</b>	<b>B</b>
F-1	S	UL	11	4	2	3	2	4	2	1	
	A	UL	UL	25,000	15,500	19,000	12,000	33,500	14,000	8,500	
F-2	S	UL	11	5	3	4	3	5	3	2	
	A	UL	UL	37,500	23,000	28,500	18,000	50,500	21,000	13,000	
H-1	S	1	1	1	1	1	1	1	1	NP	
	A	21,000	16,500	11,000	7,000	9,500	7,000	10,500	7,500	NP	
H-2	S	UL	3	2	1	2	1	2	1	1	
	A	21,000	16,500	11,000	7,000	9,500	7,000	10,500	7,500	3,000	
H-3	S	UL	6	4	2	4	2	4	2	1	
	A	UL	60,000	26,500	14,000	17,500	13,000	25,500	10,000	5,000	

<b>H-4</b>	S	UL	7	5	3	5	3	5	3	2	
	A	UL	UL	37,500	17,500	28,500	17,500	36,000	18,000	6,500	
<b>H-5</b>	S	4	4	3	3	3	3	3	3	2	
	A	UL	UL	37,500	23,000	28,500	19,000	36,000	18,000	9,000	
<b>I-1</b>	S	UL	9	4	3	4	3	4	3	2	
	A	UL	55,000	19,000	10,000	16,500	10,000	18,000	10,500	4,500	
<b>I-2</b>	S	UL	4	2	1	1	NP	1	1	NP	
	A	UL	UL	15,000	11,000	12,000	NP	12,000	9,500	NP	
<b>I-3</b>	S	UL	4	2	1	2	1	2	2	1	
	A	UL	UL	15,000	10,000	10,500	7,500	12,000	7,500	5,000	
<b>I-4</b>	S	UL	5	3	2	3	2	3	1	1	
	A	UL	60,500	26,500	13,000	23,500	13,000	25,500	18,500	9,000	
<b>TYPE OF CONSTRUCTION</b>											
			<b>Type I</b>		<b>Type II</b>		<b>Type III</b>		<b>Type IV</b>	<b>Type V</b>	
			<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>	<b>A</b>	<b>B</b>	<b>HT</b>	<b>A</b>	<b>B</b>
<b>M</b>	S	UL	11	4	4	4	2	4	3	1	
	A	UL	UL	21,500	12,500	18,500	12,500	20,500	14,000	9,000	
<b>R-1</b>	S	UL	11	4	4	4	NP	4	3	NP	
	A	UL	UL	24,000	16,000	24,000	NP	20,500	12,000	NP	
<b>R-2</b>	S	UL	11	4	NP	4	NP	NP	NP	NP	
	A	UL	UL	24,000	NP	24,000	NP	NP	NP	NP	
<b>R-3</b>	S	UL	11	3	3	3	3	3	3	3	
	A	UL	UL	UL	UL	UL	UL	UL	UL	UL	
<b>R-4</b>	S	UL	11	4	4	4	4	4	3	2	
	A	UL	UL	24,000	16,000	24,000	16,000	20,500	12,000	7,000	

S-1	S	UL	11	4	2	3	2	4	3	1
	A	UL	48,000	26,000	17,500	26,000	17,500	25,500	14,000	9,000
S-2 <sup>b</sup>	S	UL	11	5	3	4	3	5	4	2
	A	UL	79,000	39,000	26,000	39,000	26,000	38,500	21,000	13,500
U	S	UL	5	4	2	3	2	4	2	1
	A	UL	35,500	19,000	8,500	14,000	8,500	18,000	9,000	5,500

UL = Unlimited, NP = Not permitted.

a. See the following IBC (2012) sections for general exceptions to Table 503:

1. Section 504.2. (IBC), Allowable height increase due to automatic sprinkler system installation.
2. Section 506.2(IBC), Allowable area increase due to street frontage.
3. Section 506.3(IBC), Allowable area increase due to automatic sprinkler system installation.
4. Section 507(IBC), Unlimited area buildings

b. This table does not apply to buildings designed in accordance with the International Residential Code.

### SECTION 707 – FIRE BARRIERS

A.Fire **Barriers**: Provide a minimum two (2) hour fire rated masonry wall assembly between dwelling/sleeping units, and adjacent public or service areas of R-2 occupancies (Section **707.3 #1**, 2012 ICC International Building Code). No openings are permitted between dwelling/sleeping units. Each wall assembly shall have an Underwriter Laboratories, Inc. (UL) Design Number listed in the most recent UL Fire Resistance Directory and meet the continuity requirements of Section **707** of this code. A detail of each fire rated wall assembly shall be provided on the permit drawings; the UL Design Number must be indicated on the detail. The automatic sprinkler system must be designed and installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the 2012 ICC International Building Code or as amended by Chapter **IV** of this Code. A Group R-2 use having a maximum of 12 living units and three stories or less shall only require a one-hour fire separation when an automatic sprinkler system complying with Section 903.3.1.1 of the 2021 International Building Code and as amended in Chapter **IV** is provided.

In lieu of constructing a masonry wall assembly, the following options may be used:

Option 1 - Provide a minimum two (2) hour fire rated shaft wall assembly. A current International Code Council (ICC) Evaluation Report must be submitted along with the permit drawings.

Option 2 - Provide a minimum two (2) hour fire rated triple drywall assembly. Provide a minimum two (2) hour fire rated wall assembly without openings for the center portion of the triple drywall assembly. The center portion of the triple drywall assembly shall have a UL Design Number listed in the most recent UL Fire Resistance Directory. A detail of each triple drywall assembly shall be

provided on the permit drawings; the UL Design Number of the center portion of the assembly must be indicated on the detail. The outer portions of the triple drywall assembly shall have metal stud framing spaced a maximum of 24 inches apart and gypsum board having a minimum thickness of 1/2-inch.

Option 3 - Provide a minimum two (2) hour fire rated autoclaved aerated concrete wall assembly. A current ICC Evaluation Report shall be submitted along with the permit drawings.

If any of the above three options to masonry wall assemblies are used, the following requirements apply:

The automatic sprinkler system shall be designed and installed in accordance with Section 903.3.1.1 of the 2021 ICC International Building Code and Section 9.7.1 of the 2003 edition of NFPA 101. Sections 8.15.1.2, 8.15.8.1.1 & 8.15.8.2 of the 2013 edition of NFPA 13 shall not apply.

Special inspections shall be provided in accordance with Chapter 17 of the 2012 ICC International Building Code and as required by any ICC Evaluation Report. A copy of each special inspection report shall be submitted to the Building Department.

1. Fire walls and party walls shall comply with Section 706 of the **2021** ICC International Building Code. Fire walls and party walls shall have sufficient structural stability under fire conditions to allow collapse of construction on either side of the wall without collapse of the wall.
2. Fire partitions shall comply with Section 708 of the 2012 ICC International Building Code.
3. **Fire walls, party walls, tenant demising walls, fire barriers and fire partitions shall be constructed of approved, noncombustible materials.**
4. **All other uses not indicated above shall be provided with a one (1) hour minimum fire barrier extending full height—from floor to underside of roof or floor structure above**

## **SECTION 711 – FLOOR & ROOF ASSEMBLIES**

1. Provide a minimum two (2) hour fire rated floor/ceiling assembly between dwelling/sleeping units for Group R-2 occupancies, between dwelling/sleeping units and other uses or between dwelling/sleeping units and adjacent public or service areas. Each floor/ceiling assembly shall have a UL Design Number listed in the most recent UL Fire Resistance Directory. A detail of each fire rated floor/ceiling assembly shall be

provided on the permit drawings; the UL Design Number must be indicated on the detail.

2. Sound transmission through vertical or horizontal separations between dwelling/sleeping units, between dwelling/sleeping units and other uses or between dwelling/sleeping units and adjacent public or service areas shall comply with Section 1207 of the 2012 ICC International Building Code. The Sound Transmission Class (STC) shall be not less than 50 for air-borne noise when tested in accordance with ASTM E 90. The Impact Insulation Class (IIC) shall be not less than 50 when tested in accordance with ASTM E 492. All openings (e.g., electrical outlets) shall be boxed or enclosed, with sound deadening approved material so that the completed assembly will not transmit more sound than transmitted by a STC/IIC rating of 50.
3. Each fire rated wall shall be effectively and permanently identified with signs or stenciling. Such identification shall:
  - a. Be located in accessible concealed floor, floor/ceiling or attic spaces;
  - b. Be repeated at intervals not exceeding 30 feet measured horizontally along the wall; and
  - c. Include lettering not less than 1/2 inch in height, incorporating the suggested wording: "FIRE RATED ASSEMBLY - PROTECT ALL OPENINGS" or other approved wording.
4. When allowed, all through penetrations of floor/ceiling assemblies shall comply with Section 712 of the 2012 ICC International Building Code and Section 8.3.5 of the 2003 edition of NFPA 101.
5. All other uses not indicated above in multi-story buildings to have a one (1) hour fire resistance rated tenant floor separation assembly unless **regulated by table 601 "Fire resistance rating requirements for building elements (hours)"**

### **SECTION 1803– GEOTECHNICAL INVESTIGATIONS:**

#### **A. Bearing Value of Soils**

1. Where required by either the Building Official or Inspector, all applications for permits for the construction of new buildings, or structures, shall be accompanied by a statement describing the soil in the ultimate bearing strata, including sufficient records and data to establish its character, nature, and load-bearing capacity. Such records shall be certified by a qualified soils mechanics engineer, who is a professional or structural engineer and is licensed by the State of Illinois as such.



2. In the absence of satisfactory data, the owner shall make borings, test pits, or other soil investigations at such locations, and to sufficient depths, of the bearing materials to the satisfaction of the Building Official.
3. All testing shall be done under the supervision of a registered structural or professional engineer. Copies of all logs, diagrams, records of sample analysis, and engineering recommendations shall be submitted to the Building Department.
4. Mud, organic silt, or unprepared fill shall be assumed to have no presumptive bearing capacity unless approved by test.

**B. Design of Footings, Piles, Caissons, Grade Beams, and Other Supports**

1. These shall be designed to support all tributary dead and live loads to be imposed, on the specific bearing available.
2. All special designs, requiring reinforcement of spread footings, piles, caissons, grade beams or other unusual treatment shall be submitted to the building department with all drawings, calculations, and data for approval, prior to the start of construction.
3. Refer to Section Chapter II, Section 200. G. "Crawl Spaces".

**SECTION 1804 – EXCAVATION, GRADING & FILL**

**SECTION 1804.4.1. SITE GRADING:**

1. The finished grade, or elevation heights, shall be determined by the Village Engineer, in accordance with established grade plans. When required by the Building Official, the finished grade at building and at each corner of the property shall be indicated on drawings submitted with application for permit. Courses, or means of disposal, of all storm water shall also be indicated on above drawings.
2. All grade stakes and grade elevations shall be established by a registered surveyor or professional engineer.
3. Upon completion of finish grading the Village Engineer shall field check the grades, and certify the propriety of same to the building department. No Certificate of Occupancy will be issued by the Building Department unless such certification is received, unless a delay is granted (not to exceed six months) by the Building Official, because of weather conditions. A minimum refundable deposit of \$500 must be provided when a weather delay is granted.
4. The permit applicant shall pay all costs for engineering for setting and checking of grades.

5. Certificate of Occupancy shall indicate owner's responsibility for installation, and maintenance of finish grades and landscaping in accordance with subdivision regulations.
6. Grading or Drainage or both, shall be performed so that water will drain away from the building on all sides and off the lot in a manner which will provide reasonable freedom from erosion and pocketed surface water. Construction such as walks, driveways and retaining walls shall be installed so that they will not interfere with drainage. All sidewalks, driveways, patios and other flat work shall have the top of the finished surface so that it will not create a drainage problem.
7. After rough grading to a level not less than four (4) inches minimum below anticipated finish grade, the builder, or developer, shall bring the levels of the property (excluding areas covered by building, garage, walks, patios or driveways) up to the established finish grade levels with black earth and/or topsoil. Such soil shall be not less than four inches deep, and shall be suitable for planting lawns by seed or sod.

#### **SECTION 1804.4.2 - SEEDING**

The following standards are basic requirements for all developed lots:

1. The property owner of each and every developed lot or parcel shall sod or seed all areas of the property (including all adjacent public right-of-ways) not improved by buildings, structures, parking or access-ways.
2. **All fronts yards and side yards of lots developed shall be sodded and rear yards shall be seeded or hydroseeded within 150 days of issuance of a conditional occupancy when said occupancy certificate is issued December 1<sup>st</sup> or later of the calendar year. When Conditional Certificate of Occupancy is issued between May 1<sup>st</sup> up to December 1<sup>st</sup>, fronts and side yards shall be sodded and the rear yard seeded within 60 days of Conditional Certificate of Occupancy issuance.**

#### **SECTION 1804.4.3 - BACKFILLING**

1. Material used shall be clean and free from material subject to decay, wood scraps, large boulders, large pieces of concrete or stone, frozen clumps, or other deleterious substances.
2. No backfill shall be placed against concrete foundation walls before waterproofing has been applied.

3. Backfill shall be placed carefully against walls and shall be well compacted. When backfilling before the first-floor construction is in place, care shall be exercised in operation of heavy equipment near wall. Brace wall if necessary.
4. Protect all sewers, water lines and other underground work when placing backfill, or when grading.

#### **SECTION 1807.1– FOUNDATION WALLS:**

1. Extend bottom of footing to undisturbed, inorganic earth or place footings on a laboratory controlled engineered fill as recommended and certified by an approved independent testing laboratory to the Building Official.
2. Bottom of footing. Not less than 3'6" below finished grade, except where placed on solid rock.
3. Footing shall be protected against freezing. No concrete shall be placed on frozen ground.

#### **SECTION 1807.1.1. – CRAWL SPACES**

1. Ground level at least 24 inches below bottom of floor joists and girders. The ground under the dwelling shall be approximately level.
2. Remove all debris, sod, tree stumps and other organic matter within area occupied by dwelling.
3. Refer to Section Chapter II, Section 200. G. “Crawl Spaces”.

#### **SECTION 1901 - CONCRETE WORK:**

##### **A. General:**

1. Materials
  - a. Cement: for concrete shall comply with approved standards (ACI 318).
  - b. Aggregates: shall be sized and graded in accordance with approved standards.
    1. Sand: clean, sharp and hard, free from deleterious materials, grade according to intended use.
    2. Coarse aggregate (crushed stone or gravel):

Hard, strong, crystalline rock, clean and free from shale or other soft materials.

- 3 Lightweight aggregate for structural concrete.
  - c. Water shall be clean and potable.
  - d. Reinforcing steel shall conform to approved standards (ACI 318).
2. Water content, including moisture in the aggregate, shall not exceed 7 gallons of water per bag of cement (except as noted).
3. Maximum slump: six-inches (except as noted).
4. Calcium chloride may be used as an accelerator, but shall not exceed 2 lbs. per bag of cement, and shall be introduced in solution as part of the mixing water.
5. All concrete shall be air-entrained,  $6\% \pm 1\%$ . Air entraining admixtures shall conform to approved standards.
6. Exterior flatwork is not permitted between December 1<sup>st</sup> and March 31<sup>st</sup>, unless placed in accordance with ACI 306 and ACI 318. Exterior flatwork is not permitted in hot weather unless placed in accordance with ACI 305. Details must be submitted to the Building Department.

#### **SECTION 1904.1.1 – DURABILITY REQUIREMENTS:**

##### **A. Concrete mixes**

1. Job Mix shall comply with the International Building Code **2021** and ACI 318.
2. Commercial Ready-Mix.
  - a. Minimum Portland cement content: 6 bags/cubic yard and a minimum specified compressive strength of concrete 3,000 psi.
  - b. Mixing period shall not extend beyond 1 ½ hours per batch.
3. Exposed Concrete (driveways, sidewalks, curbs and gutters, patios, stoops, etc.)
  - a. Minimum Portland cement content: 6 bags/cubic yard, for 3/4 inch to 1-inch maximum size aggregate and a minimum specified compressive strength of concrete, 3,500 psi.
  - b. Maximum slump must be in accordance with ACI 318.
  - c. Maximum water content, including moisture in the aggregate:

6 gallons per bag of cement.

4. Temperature: Concrete shall not be placed when temperature is below plus 40 degrees F., or when temperature forecast indicates a drop to plus 20 degrees F. during 24-hour period following placement, unless ACI 318 and ACI 306 is strictly followed.

**B. Forms:**

1. Double forms required for all basement concrete foundation walls.
2. Side forms required for footings.
3. Build tight, straight, plumb, and brace rigidly.

**C. Placing:**

1. Place continuously unless otherwise allowed by Building Official.
2. All walls shall be poured to full height, no horizontal joints permitted. When necessary, provide vertical joints. All vertical joints shall be keyed and caulked from outside.
3. Spade and rod thoroughly.

**D. Curing and Protection: See ACI 318**

**E. Loading:**

Allow sufficient time for strength of concrete to develop before subjecting to loads or traffic.

**G. Footing Drain Tile:**

1. Required outside or inside of basement and crawl space footings. Minimum diameter is 4 inches.
2. Cover tile with 8 inches gravel, or crushed stone, (95 percent) passing 3/4-inch mesh, less than 5 percent passing 3/8-inch mesh.
3. Connect drain tile to water-tight sump pit (cast iron, fiberglass, or approved plastic). The sump pump shall discharge through piping approved by the Village into the rear yard. Such sump pumps shall not be allowed to discharge into either the front or side yards (minimum ten feet from any lot line) or otherwise in front of the building, but need not be connected directly to a storm sewer.

**H. Concrete Foundation Walls Cast in Place.**

1. General
  - a. Materials. See Section **1901A.1**.
  - b. Walls supporting frame construction: Extend concrete not less than 4 inches above adjoining outside finish grade.
  - c. Walls supporting masonry veneered wood frame:  
Extend foundation so that wood portion of wall is not less than (four) 4 inches above outside finished grade.
2. Minimum foundation thickness
  - a. Not less than that of wall supported.
  - b. Supporting porch slabs, steps and one-story wood frame structures without basement, minimum eight (8) inches.
  - c. Masonry veneered walls, minimum nine (9) inches.
  - d. Eight inches thick solid masonry walls minimum ten (10) inches.
  - e. Slabs on ground used to support interior bearing walls or partitions:  
Thicken to at least ten (10) inches for a width of twenty (20) inches.
3. Girder pockets. Provide four (4) inch end bearing on main wall for girder. Form pocket for wood girder one (1) inch wider than girder.
4. Sill anchor bolts to be installed.
  - a. Diameter, ½-inch minimum, bent or hooked.
  - b. Minimum length, ten (10) inches.
  - c. Provide washer under nuts on bolts.
5. Anchorage for intersecting walls and slabs. Provide dowel bar anchorage for porch and terrace slabs, concrete or masonry steps and area walls, which adjoin foundation walls. For basement-less portions and attached garages embed four ½-inch round hooked bars four (4) feet long in main wall, two near top and two near bottoms of attached wall.

6. Chimney foundations: Start at level of lowest adjacent foundation wall footings. Exception: Projects that are designed by a Licensed Structural Engineer.
7. Damp proofing and waterproofing. See Section R406 of the International Residential Code 2012.

### **Section 1907.1.1 – MINIMUM SLAB PROVISIONS**

No floor slab to be placed in water or on a soft wet sub-grade.

1. Construction:
    - a. Fill under slabs: Gravel, sand, screenings, or crushed rock, minimum thickness 4 inches. Earth under fill should be thoroughly leveled and free from vegetative matter, thoroughly tamped.
    - b. Reinforcing: When required, minimum weight 40 lbs. per 100 square feet. Wire mesh, fiber mesh or rebar are acceptable materials.
    - c. Bottom of slab: Not lower than top of footing. Provide at least four (4) inches bearing on footing.
  2. Cement floor finish:
    - a. Finish basement slab with steel trowel.
    - b. Integral finish on concrete slab.
  3. Slabs on ground used as a base for floors or as a finish floor in habitable rooms.
    - a. Minimum thickness, four (4) inches
    - b. Provide membrane waterproofing directly under slab, at least 6–mil polyethylene film, lapped 124 inches and also sealed and taped.
    - c. Perimeter insulation shall comply with the International Energy Conservation Code 2012.
  4. Basement floor slabs: Minimum thickness, four (4) inches.
  5. Garage floor slabs: See Section 308.
- K. Exterior Concrete Flat Work

1. Public sidewalks, curbs, gutters and driveways (aprons), on Public Property, shall comply with Ordinances regulating Public Improvements within the Village of Tinley Park.
2. Private walks, patios and porch slabs.
  - a. All vegetative matter and black dirt shall be removed.
  - b. Install 4" thick base of compacted gravel, crushed stone, sand or limestone or limestone screenings fill.
  - c. Wire mesh, fiber-mesh or rebar reinforcing required in driveway and garage floors.
  - d. Concrete shall be 6 bag mix, and a minimum of 3,500 psi air entrained cement. Four (4) inches is the minimum thickness for private walks, patios and porch slabs.
  - e. Pre-formed expansion strips shall be installed at all joints between slabs and vertical surfaces, i.e.: walls, piers, concrete steps. Also install expansion strip in each 50 lineal feet of walk or drive and at intersections with other walks and slabs.
  - f. Finishing: Walks and steps shall be lightly troweled or broom finished. Score at 5'-0" maximum intervals and provide finished edges.
  - g. Sealant: All sidewalks, patios, curbs, gutters and driveways shall be cured with a liquid curing compound sprayed or not later than 24 hours after pouring of concrete unless sealant is premixed into the product.
  - h. Driveways: All driveways and driveway aprons are required to be five (5) inches in thickness, and meet all requirements of the subdivision regulations.
  - i. Public Sidewalks: All public sidewalks are to be five (5) inches in thickness, except for the sidewalks used as the driveway area, must be seven (7) inches in thickness.
  - j. Existing Driveways and Sidewalks: All existing driveways, sidewalks and concrete replacements must meet the current codes when being replaced.
  - k. Exterior concrete flat work tickets must be submitted to the Building Department upon completion of the work and prior to approval.
- L. Repair of Cracks in Foundation Walls:



1. Any crack in a foundation wall which permits passage of water into building shall be cut out, on inside of wall, not less than one inch wide and one inch deep. Clean out all loose material and fill cuts flush with epoxy cement grout, or approved equal.
2. Concrete stabilization/underpinning – A building permit is required.

#### **SECTION 1907.1.2. – DRIVEWAYS, APRONS & PARKING AREAS:**

##### **A. General**

1. Location of driveways

Driveways shall be located a minimum of one (1) foot from a common private property line.

2. Drainage of driveway

Driveways shall not be sloped or pitched so as to cause surface water to drain onto neighboring property.

3. Aprons or approaches:

All driveway construction on or over public property, i.e. parkways, between curb or edge of street and the property line, shall be paved with concrete or asphalt unless approved otherwise.

4. Driveways shall have a minimum width of ten feet, unless otherwise approved by the Building Official. Driveway can be no greater than thirty (30) foot in the apron at its intersection with the Village Right of Way.
5. Inspections are required upon completion of the stone base material.

##### **B. Concrete**

The concrete work materials, "construction, expansion joints, and sealing" shall comply with Section 303 K. "Exterior Concrete Flat Work".

##### **C. Asphalt Driveways**

1. All materials, size of aggregates, compaction, and installation of same shall comply with the current edition of "Standard Specifications for Road and Bridge Construction" issued by the Illinois Department of Transportation (IDOT).
2. All black dirt, organic matter and loose fill shall be removed.

3. A six-inch (6") base of compacted crushed stone shall be installed.
4. Over stone base install not less than a three inch (3") top course of compacted hot-mix asphalt material.
5. Roll with heavy machine roller to a smooth, dense surface.

D. Parking Lots, including Multi-Family Parking Lots

1. All parking areas which are required to be provided by the Village ordinances shall be paved with concrete or asphalt paving.
2. All materials, size of aggregates, compaction, and installation of same shall comply with the current edition of "Standard Specifications for Road and Bridge Construction" issued by the Illinois Department of Transportation (IDOT) or in accordance with the Engineer of Record's requirements.
3. All parking areas shall be pitched so as to drain all surface water. Install catch basins with heavy duty cast iron gratings and frames and connect same with clay tile or cement pipes to storm drainage system or to ditches if no storm drainage system is available.
4. Parking spaces shall comply with the Village Zoning Ordinance and the current edition of the Illinois Accessibility Code, any parking lot being repaved, seal coated or re-striped shall comply with the current edition of the Illinois Accessibility Code.
5. When application for permit is made, drawings shall be submitted showing all areas to be paved, grade elevations, drains, catch basins, inverts of drain lines and all information required to determine run-off of storm water. All drain lines and basins (and detention when applicable) shall comply with the requirements of the Metropolitan Water Reclamation District of Greater Chicago.
6. Drainage of parking lots shall not spill onto adjacent property.

**SECTION 2101.1 - MASONRY**

- A. Fireplaces: - See Chapter 21 of the International **Building Codes 2021. Specifically, Section 2111.1 – 2111.14.6**

**SECTION 3001.1 – ELEVATORS:**

- A. Elevators in Multi-Story Housing Units:

All Multi-Story Housing Units with three (3) stories or more, constructed after September 5, 2001, shall be required to have at least one accessible elevator which provides access

to each floor, story, and /or level where a dwelling unit is located and to all common areas where residents and/or members of the public are free to go.

#### **SECTION 3108 - TELECOMMUNICATION AND BROADCASTING TOWERS**

- A. Towers shall be constructed of corrosion resistant non-combustible material. See Tinley Park Zoning Ordinance for additional requirements

### **CHAPTER IV - PLUMBING, SEWERS, WATER DISTRIBUTION AND RADON**

#### **SECTION 400 – GENERAL REQUIREMENTS**

- A. General

The current provisions of the most recent edition of the Illinois Plumbing Code (current edition 2014) have been adopted by the Village of Tinley Park and apply to all installations as though fully written and set forth herein, except as specifically noted otherwise in this code.

- B. Other Regulations

1. No provisions of this code are intended or shall be construed to negate or overrule the applicable regulations of the Metropolitan Water Reclamation District of Greater Chicago.

- C. Internal Flood Control

1. It shall be unlawful to construct any basement for any structure of any kind within the Village of Tinley Park unless there is provided internal flood control and protection in the nature of that commonly known as overhead sewers, together with such ejector pump or other device as may be necessary to make such overhead sewers operational. No permit shall be issued for the construction of any building containing a basement unless the plans provide for the protection as set forth in this paragraph.

2. Ejector basins shall have gas-tight covers and shall be vented to outside.

- D. Excavations

It shall be unlawful to make any opening, excavation in, or tunnel any public street, alley, sidewalk, parkway, or other public place in the Village, without having first secured a permit therefore. Applications for such permits shall be made to the Village Clerk, and

shall specify the intended location and purpose of the excavation. The Village Clerk shall immediately notify the Director of Public Works of the application for said permit.

In each case the applicant shall agree to pay all of the cost of restoring such street, alley, sidewalk, parkway or other public place and the surface thereof to the condition that existed before the opening excavation or tunnel was made. No such permit shall be issued until the applicant has deposited with the Director of Public Works the sum of Five Thousand Dollars (\$5,000.00) for each such opening, excavation or tunnel for residential roads or streets (Ten Thousand Dollars (\$10,000.00) for major Village roads or streets, which such deposit shall be deposited by the applicant used by the Village for the purpose of paying the cost of restoring such street, alley, sidewalk, parkway or other public place and the surface thereof to the condition that existed before the opening, excavation or tunnel, was made, provided that the applicant shall, in each case, do all necessary backfilling or cause the same to be done. All backfilling shall be done with care and caution and only bank or lake sand shall be used as such backfill. After the backfilling has been properly done, any materials excavated, or not used, shall be removed from the location of said excavation to such streets, alley, sidewalk, parkway or other public place, the Village may use its own employees and equipment and make reasonable charges therefore, of it may engage the services of other persons and equipment and charge the cost thereof to the applicant. Any balance of said deposit remaining after the deduction of such charges of costs shall be returned to the applicant. In case said applicant shall restore said street to its original condition said applicant shall be entitled to the return of the deposit after one year from the date of application or restoration, whichever is later; otherwise said deposit may be used as specified herein.

No such permit shall be issued unless the applicant has on file with the Village and in full force and effect, a bond in the amount of Twenty Thousand Dollars (\$20,000.00) with surety to be approved by the Village, conditioned to indemnify the Village against any and all loss or liability resulting from the making of such opening, excavations, or tunnel.

## **SECTION 401 – CODE MODIFICATIONS & ADDITIONS**

- A. Footing Drains required in all structures having a basement and/or crawl space. See Section 304. H of this code.

Footing drains shall be connected to sump pumps, and discharge may be tied into storm sewers, if approval is obtained from the Director of Public Works or drainage ditches. No footing drains, or drainage tile, shall be connected to any sanitary sewer. Plastic pipe materials are permitted.

Sump pump basins shall have gas tight covers per Radon Act 099-0953.

- B. Downspouts and Window Well Drains

1. All downspouts or roof drains shall discharge on to the ground or may be tied into storm sewers (if approval is obtained from the Director of Public Works) or drainage

ditches. No downspouts or roof drains shall be connected to a sanitary sewer. Downspouts or roof drains which discharge on to the ground shall be arranged so as to be at least five (5) feet from any property line and shall not discharge onto adjoining property.

2. Window vertical well drains shall be minimum Schedule 40 PVC.

C. Floor Drains

Floor drains in basements shall be connected to ejector pumps and shall discharge to the sanitary sewer.

D. Areaway Drains

Drains are required in all window wells and in all exposed exterior stairwells. They shall be connected to the sump pump and shall be discharged to a storm sewer or drainage ditch.

E. Sump Pumps and Ejector Pumps

Sump pumps installed to receive and discharge ground waters, or other storm waters, shall be connected to the storm sewer or discharged into the rear yard at least ten (10) feet from all property lines. Ejector pumps installed to receive and discharge floor drain flow, or other sanitary sewage shall be connected to the sanitary sewer. A pump shall be used for one function only, either the discharge of storm water or the discharge of sanitary sewage.

F. Any connection made between a building's drainage and sewer systems shall be a no-shear type fitting or manufacturer's fittings-

G. Water Meters

1. Meters shall be purchased from the Village of Tinley Park Public Works Department and installation shall be inspected by same.
2. Meters shall be installed by a licensed Plumbing Contractor. Installations shall comply with Public Works Department regulations.
3. In all buildings, a conduit must be provided through the exterior wall for the positioning and installation of outside water meters.

H. Water Service and Distribution

1. No water service to a building shall be provided by less than a one (1) inch diameter pipe.

2. Minimum size of curb valve (B-box) shall be 1-1/2 inches.

J. Equipment

1. Hose bibbs and vacuum breakers. All hose bibbs must have a vacuum breaker. Hose bibbs in or protruding from residences may have the vacuum breaker attached to the hose bibb or the vacuum breaker may be located on the house side of the water meter, between the meter and a shut off valve

K. Radon Control

A Radon Control System shall be provided in accordance with the State of Illinois Public Act 097-0953 for new residential structures having four or less dwelling units, with a basement.

1. Radon Control Systems shall also comply with Appendix F of the 2012 edition of the ICC International Residential Code.
2. Passive Radon Control Systems shall be installed by a licensed Plumbing contractor.

L. Registration and Bond

All contractors performing plumbing work within the boundaries of the Village of Tinley Park must have a valid Plumbing 055 State of Illinois license, Prior to the issuance of a building permit, the contractor shall register with the Building Department and provide a current copy of their license.

All contractors laying sewer tile or performing sewer work shall be licensed by the Village of Tinley Park to perform such work.

All sewer contractors performing sewer work shall obtain a permit and file, with the Building Department, a surety bond in the amount of \$20,000.00, secured by a surety company which is acceptable to the Village of Tinley Park, Illinois. Bond shall be payable to the Village and in effect guarantee that the contractor will comply with all the requirements of applicable Village ordinances and codes.

Lawn sprinkler contractors are required to submit a current copy of their 060 State of Illinois Public Health Registration to the Building Department. Along with the permit application, Contractor shall submit a current copy of each worker's State of Illinois 061 license.

M. Inspections

No underground work, or work under a slab on fill, shall be covered, or concealed, until work has been inspected and approved by the Village Plumbing Inspector.

All sewer taps and/or water taps shall be approved by the Village of Tinley Park Public Works Inspector before being covered. Taps shall only be performed by a State of Illinois licensed Plumber.

No piping of any type shall be concealed in walls, partitions, ceilings or furred spaces until piping has been inspected and approved by Plumbing Inspector.

Plumbing inspector shall make final inspection after fixtures are set and trim is installed and no Certificate for Occupancy will be issued without Plumbing Inspector's final approval.

Contractor shall arrange for all inspections required by the Metropolitan Water Reclamation District of Greater Chicago and shall submit Certification of Approval by MWRD to the Building Department before a Certificate of Occupancy will be issued.

N. Open Basements

Where window or drain openings are provided below grade, they shall be protected with approved gratings.

#### **SECTION 402 - DEFINITIONS**

Grease trap sludge: shall mean the solid, lighter than water fraction of wastewaters from the handling, processing, preparation, cooking or consumption of food that are discharged to a pre-treatment unit or device commonly referred to as a grease trap. The principle components of grease trap sludge are fats, oils and greases.

#### **SECTION 403 - GREASE INTERCEPTORS**

All interceptors shall be installed underground.

All interceptors shall be installed in an accessible location to permit the convenient removal of the lid and internal contents. All restaurants and food service establishments shall have a grease interceptor, with size to be determined by State of Illinois Plumbing Code.

The only exception to this would be a coffee shop that serves only coffee and pre-packaged foods and does not cook or prepare any food on site. If the establishment serves anything other than coffee and pre-packaged foods (not made on the site), i.e., soup, sandwiches, etc., they shall be required to have a grease interceptor.

#### **SECTION 404 - GREASE TRAP DISPOSAL**

Any contractor performing grease trap cleaning and disposal shall be required to hold a current State of Illinois Department of Agriculture Bureau of Animal Health and Welfare Class B License and provide a copy to the Village of Tinley Park. The contractor must empty each

grease trap and dispose of the sludge in an environmentally safe manner. This shall be done on a monthly basis unless the Village of Tinley Park, upon receipt of proof from the owner or operator or on the basis of its own inspection of the grease trap, determines that a less or more frequent maintenance schedule is required to achieve the purpose of this amendment and to prevent the discharge of fats, oils, and grease to the Village of Tinley Park's sewer system. The establishment must maintain a manifest of the cleaning and emptying of the grease trap. This manifest shall be kept on site and made available to Village officials upon request.

## **CHAPTER V - ELECTRICAL WORK**

### **ARTICLE 90.1.1 PURPOSE**

A. Scope: This chapter governs the electrical components, equipment and systems used in buildings and structures covered by this code. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the 2011 National Electrical Code (NFPA70) as amended which applies to all electrical installations as though fully written and set forth herein, except as specifically noted otherwise in this code.

B. Registration of Contractors

Any contractor engaged in the performance of electrical work within the Village of Tinley shall be currently registered with the Village of Tinley Park in accordance with the Building Code of Village of Tinley Park. Prior to the issuance of any electrical permit, the contractor shall file with the Building Department a copy of their current license, including the company, name, registration number, and current dates of validation.

C. Bond

All contractors performing electrical work within the Village of Tinley Park shall file with the Building Department a surety bond in amount of \$20,000.00 secured by a surety company which is acceptable to the Village of Tinley Park, Illinois. Bond shall be payable to the Village and, in effect, guarantee that the contractor will comply with all requirements of applicable Village ordinances and codes. The Bond shall indicate the same company name that is on the license.

D. Permits

1. Permits are required for all electrical work including low voltage systems such as communications cable, alarm, security, telephone and other similar type systems.
2. Permits for electrical work will be issued only to duly licensed and bonded electrical contractors. Electrical permit applications must be signed by the electrical contractor, when work is to be done by contract.



3. Qualified homeowners who can demonstrate their qualifications to properly perform such work, to the satisfaction of the electrical inspector may obtain permits to do electrical work on their own place of residence (excluding multi-family units) but they must follow all provisions of the electrical code. Such work will be subject to the inspection and approval of the Chief Electrical Inspector. When work is to be done by a homeowner, the application shall be signed by the homeowner. The homeowner must reside within the home for a minimum of six months.
  4. In all cases duly licensed and bonded Electrical Contractors shall install electrical services.
  5. All work performed on commercial property must be done by a licensed and bonded electrical contractor.
- E. The Electrical Inspector or the Village Board of Tinley Park shall administer the Electrical Regulations of this Code.

F. Non-Liability for Damages

The electrical regulations of this Code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, selling, offering for sale or installing any electrical wires, appliances, apparatus, construction, or equipment, for damages to anyone injured by any defect therein by reason of the inspection authorized herein or the certificate of inspection issued by the Building Department or Electrical Inspector, nor shall the Village of Tinley Park be held liable for any damages resulting from the enforcement of the electrical regulations of this code.

G. Special Permission to Waive Requirements

The electrical regulations of this Code may be modified or waived by special permission in particular cases where such modification or waiver is specifically permitted or in particular cases where advancement in the technology of electricity makes such modification or waiver advisable in the best interest of the Village of Tinley Park. Such "Special Permission" shall in all cases be obtained from the Electrical Inspector in writing prior to the commencement of the work.

H. Breaking Seals

The Electrical Inspector or his designee, are hereby empowered to attach to electrical cabinets and equipment any official notice or seal to prevent use of electricity, and it shall be unlawful for any other person to put or attach such seal, or to break, change, destroy, tear, mutilate, cover, or otherwise deface or injure any such official notice or seal posed by an inspector or the section of Electrical Inspection.

I. Use of Permit Issued to Another

It shall be unlawful for any person to install, alter, or repair any electrical wires or apparatus by authority of a permit issued to and for the use of some other person.

J. Permit for Person Not Entitled to One

It shall be unlawful for any registered electrical contractor to secure or furnish a permit for the installation, alteration and repair of electrical wires and apparatus to any person not entitled to such permit under the electrical regulations of this Electrical Code.

K. Purpose and Scope

The purpose of this Code is the practical safeguarding of persons and of buildings and their contents, from electrical hazards arising from the use of electricity for light, heat, power, audio or visual communications or signal transmission of convenience. It covers the electrical conductors and equipment installed within or on public and private buildings and other premises, including yards, carnival and parking lots, and private industrial substations; also, the conductors that supply street lighting, together with the associated equipment necessary to its safe operation.

By specific State of Illinois and Federal Government exemptions it does not cover installations in mines, ships, railway cars, automotive equipment, or the installations or equipment employed by a railway, railroad, electric or communication utility in the exercise of its function as a utility, and located outdoors or in buildings used exclusively for that purpose.

The provisions of this Code constitute a minimum standard. Compliance therewith and proper maintenance will result in an installation reasonably free from hazard but not necessarily efficient or convenient. This Code is to be regarded neither as a design, specification nor an instruction manual for untrained persons. Good service and satisfactory results will often require larger sizes of wire, more branch circuits, and better types of equipment than the minimum which is here specified.

**Disturbance of Existing Wires:** It shall be unlawful for any person in anyway to cut, disturb, alter or change any electrical wiring or to permit electrical wiring to be cut, disturbed, altered or changed unless done in conformity with the electrical regulations of this Code.

It shall be unlawful for any person in any way to cut, alter, disturb or change any electrical, appliance, device or equipment or to permit any electrical, appliances, devices of equipment to be cut, altered, disturbed or changed in any manner to render it unsafe or not in accordance with its approved use.

L. Enforcement and Interpretation.

This Code is an integral part of the Municipal ordinances and as such its provisions are mandatory and are enforceable by the electrical inspection department in exercising its legal jurisdiction over electrical installation.

The Electrical Inspector, supervising such enforcement of the Code, has the responsibility for making interpretations of the rules, for deciding upon the approval of equipment and materials, and for granting special permission contemplated in a number of rules.

## **ARTICLE 110 – REQUIREMENTS FOR ELECTRICAL INSTALLATIONS**

- A. Smoke detectors shall be installed in accordance with State of Illinois requirements, with the addition of:
1. Smoke detectors shall be dual voltage type (120V with battery back-up) and wired in series are required on all levels, and in every bedroom.
  2. A 120V smoke detector shall be installed in the vicinity of all heating units in normally unoccupied areas (attics, crawl spaces, basements, etc.).
  3. Conduits to smoke detectors, heat detectors and carbon monoxide detectors shall be sealed to avoid condensation problems in detector.
  4. Carbon monoxide alarm detectors are required effective January 1, 2007 in all new buildings containing bedrooms and sleeping facilities as required by State of Illinois Carbon Monoxide Detector Act (Public Act 094-0741), based on the following criteria:
    - a. Every dwelling unit must be equipped with at least one operable carbon monoxide alarm within 15 feet of every room used for sleeping purposes.
    - b. The alarm may be combined with smoke detecting devices provided the unit complies with respective standards and the alarm differentiates the hazard.
    - c. A dwelling unit means a room or suite of rooms used for human habitation, and includes single family residences, multiple family residences, and mixed-use buildings.
    - d. If a structure contains more than one dwelling unit an alarm must be installed within 15 feet of every sleeping room in each dwelling unit.
    - e. The owner must supply and install all required alarms. A landlord must ensure that the alarms are operable on the date of initiation of a lease. The tenant is responsible for testing, battery replacement and maintaining the alarm after the lease commences.

- f. A landlord is required to furnish one tenant per dwelling unit with written information regarding alarm testing and maintenance.
  - g. Willful failure to install or maintain in operating condition any alarm is a Class B criminal misdemeanor
- B. A listed detection device shall be installed in laundry rooms. The detector shall be interconnected with the smoke detectors. A list device shall be in addition to any other required devices.
  - C. Listed heat detection shall be installed in attached garages. The detector(s) shall be interconnected with the smoke detectors.
  - D. If a low voltage fire alarm system is used in non-accessible concealed spaces, wiring shall be piped in conduit point to point only, with free air in ceiling with D rings to support wires.
  - E. All single-family dwelling units shall have front and rear electrically operated doorbells. All concealed wiring MUST be in conduit to an accessible area.
  - F. Multi-family dwelling units shall have an electrically operated remote door latch switching system.
  - G. All garages shall be required to be on their own circuits (attached or unattached).
  - H. Bathroom exhaust required to be on timers.
  - I. Private or residential garages shall have not less than one (1) ceiling light, one (1) switch and one (1) receptacle. The garage or building shall be on a separate circuit.
    - 1. The electrical feeder or branch circuit to garage shall be underground (in threaded galvanized conduit not less than 6 inches below finished grade). If direct burial cable is used a non-current carrying bonding conductor shall be connected between the supply cabinet and the first junction box in the garage, and shall be not less than 24 inches below finished grade. Conduit and/or cable run underground shall not be covered until inspected and approved by the electrical inspector.

## **ARTICLE 210 – BRANCH CIRCUITS**

### **PART III. REQUIRED OUTLETS**

- A. GFCI Receptacles
  - 1. Double basin bathroom sinks require GFCI receptacles on both ends and within 36 inches of a basin.

2. All bathroom GFCI outlets must be on a 20-amp separate circuit.
3. GFCI type outlets must be used on all countertop height outlets.
4. NEC 210-8A (7) shall be amended to read:

Locations with open water - All general use receptacles installed within 6 feet of plumbing fixtures shall be GFCI protected.

- a. NEC 210.52 (C) (2) "Island countertop spaces" shall be amended to read:

At least one receptacle shall be installed at each end of an island countertop space with a long dimension 6' - 0" or greater and a short dimension of 12" or greater.

#### **ARTICLE 230- SERVICES**

- A. In dwelling units 2,200 square feet or larger a 200-amp service shall be required. All dwelling units under 2,200 square feet shall have a minimum of a 100-amp service.
- B. Service upgrades and/or service changes will require:
  1. A minimum of 100-amp service.
  2. GFCI protected receptacles shall be required as per NEC 2011.
  3. 115V smoke detectors shall be installed as per code.
  4. No panel shall be more than 80% full.

#### **ARTICLE 410 – LUMINAIRES**

- A. All attic fixtures shall be installed before rough inspection.
- B. All light fixtures shall have at least one light bulb installed for final inspection.
- C. Stairways, halls, passageways, corridors, garages, and rooms accessible by more than one entry or exit shall be lit by a ceiling light or lights controlled by three-way or four-way switch.
- D. Storage space of 5 sq. ft. or more shall be illuminated.
- E. GFCI protection is required on recessed can lights over tubs and showers.

#### **SECTION 502 – APPROVED EQUIPMENT & INSTALLATION METHODS:**

- A. Only electrical equipment, appliances and devices, which are listed and approved for use by an approved, independent testing agency (e.g., Underwriters Laboratories) shall be installed in the Village of Tinley Park.
- B. All electrical wiring shall be copper. No aluminum or copper clad aluminum wire shall be installed in any electrical installation without written permission from the chief electrical inspector prior to installation. Exception: Service feeders owned and maintained by Commonwealth Edison.
  - 1. All commercial/industrial branch circuit wiring shall be a minimum of #12 AWG.
- C. Where rework or rewiring of any building or structure is 50% or more, then all wiring in the entire building shall be as per code.
- D. It is the expressed intent of this code that NEC Article 320 to and including Article 322, 324, 326, 328, 330, 332, 334, 336, 338, 340 Part 4 through 7, Article 352, (shall only be used outdoors), Article 353 (shall only be used outdoors), Article 354, 355, 356 and 362. Article 368.56 (A) 1,2,3,8,9,10,12 and 16. Article 372, 378, 382, 388, Article 392 Cable Tray shall only be used to support low voltage wiring, Articles 394 & 398 shall not be adopted.

All conductors shall be installed in an approved metal raceway.

- E. Electrical metallic tubing shall not be installed outside, underground, or in concrete that is in contact with earth.
- F. All services shall be rigid metal conduit, intermediate conduit or aluminum rigid.
- G. All multiple electric services to a single address must have a single disconnect.
- H. Rigid non-metallic conduit may be used only underground or in concrete. Note: Schedule 80 is required when installed under any vehicular traffic.
- I. NEC Article 210.5 shall be amended to read as:

All single phase 120 volt or 240-volt circuits shall have phases marked Black (A) Red (B) and White for neutral grounded conductor.

All three Phase 208V or 240V system shall have phases marked black for A Phase, red for B Phase, and blue for C Phase.

All three Phase 277V or 480V system shall have the phases marked brown for A Phase, orange for B Phase, and yellow for C Phase.

- J. NEC 210-8 shall be amended to apply to all structures.

- K. It is the expressed intent of this code that NEC Article 300-4 (A-2) (Exception) not be adopted. All holes shall be drilled.
- L. NEC Article 300-13B shall be amended to read:  
  
In branch circuits the continuity of a conductor shall not be dependent upon device connections, such as lamp holders, receptacles, etc., where removal of the device would not interrupt continuity.
- M. NEC Article 450-21A shall be amended to read:  
  
Dry-type transformers installed indoors shall be installed at a minimum of 7 feet above the finished floor, (or) dry-type transformer installed indoors shall have a physical separation of 2 feet vertically in all directions and 4 feet horizontally.
- N. It is the expressed intent of this code that NEC Articles 604 and 605 be deleted.
- O. All motor of ½ horsepower or larger, or any heating system, sump pumps and or ejector pumps shall be on its own circuit.
- P. Each tenant space shall have direct access to the breakers or fuses that protect all electrical devices in that tenant unit. (Direct access means a common area that has no locks or the tenant can get to the panel or switchboard without going through another tenant space.)
- Q. When a sump pump or ejector pump is installed in an area not illuminated, a light shall be provided.
- R. All fire alarm systems shall have a lock out device on the over-current device. Fire alarm system piping in unconditioned spaces shall be installed to prevent condensation from entering the fire alarm system devices.
- S. In buildings over two floors above grade, a special purpose, non-energized inlet (No. HUBBLE 47CM16 or equal) shall be installed outside the main entrance two feet above finished grade and no more than five feet from the front entrance. This outlet shall be visible from the entrance (no obstruction shall be located in front of this inlet as bushes, decorations and the like). This special purpose inlet shall be wired with a minimum wire size of #12 copper wire to opening(s) with outlet (No. HUBBLE 4710 or equal). Install outlets at each floor level so as to provide at least one such outlet in all stairwells at each floor level and no more than one hundred feet of travel distance from any point at each floor level to at least one such outlet. Device shall be tested prior to final acceptance in the presence of the Electrical Inspector and Fire Marshal. Designer shall contact the Fire Marshal for specific design criteria.

- T. If a low voltage fire alarm system is used in non-accessible concealed spaces, wiring shall be piped in conduit point to point only, with free air in ceiling with D rings to support wires.
- U. Wiring
1. All wiring, fittings and electrical materials not in use shall be removed.
  2. All electrical service must have grounding bushings on both meter and main disconnect ends.
  3. No wiring shall be installed in any raceway prior to the installation of wall covering (prior to drywall)
  4. All fusible disconnects shall be fused at the amperage rating of the switch; no fuse reducers are allowed.
  5. No tandem circuit breakers are permitted, including duplex, slimline, twin, half-height, half-inch, double and wafer breakers).
  6. All commercial, industrial and warehouse electrical service panels must be "Panel Board" type (Bolt on circuit breakers).
- V. All electrical piping on the inside is required to be in rigid conduit in slab. PVC Schedule 80 can be used on the outside.
- W. Any electrical equipment installed in the public right of way will require a permit and a signed waiver prior to installation.
- X. A conduit shall be installed with pull wire for the outside water meter read out. The conduit shall be installed within 6' of the water meters and run to the area by the gas meter, and flush with the outside finished wall. No pull box(es) or pulling type fittings shall be installed in this conduit system without the approval of the Public Works Department.
- Y. Conduits to smoke detectors, heat detectors and carbon monoxide detectors shall be sealed to avoid condensation problems in detector.

#### **ARTICLE 680 – SWIMMING POOLS:**

- A. See electrical requirements from the **2021** ICC International Residential Code and National Electrical Code **2017**.
- B. Refer to Section 312



## **CHAPTER VI- HEATING, VENTILATING, AIR CONDITIONING AND FUEL GAS PIPING SYSTEMS**

### **SECTION 600 – GENERAL REQUIREMENTS:**

#### **A. Scope**

1. Mechanical appliances, equipment and systems shall be constructed, installed and maintained in accordance with the International Mechanical Code as amended and the International Fuel Gas Code as amended. Masonry chimneys, fireplaces and barbecues shall comply with the International Mechanical Code as amended and Chapter of this code.

2. Air Pollution Control:

All equipment and installations of fuel burning appliances shall be made in compliance with the provisions and regulations of the Illinois Pollution Control Board and the requirements of Cook and Will Counties.

3. Liquefied Petroleum Gases:

The installation of all equipment, tanks and systems shall be following the State of Illinois Fire Marshal's regulations and requirements, and the Fire Prevention Code of the Village of Tinley Park, Illinois.

4. Piping:

The use of combustible piping materials shall be permitted when installed in accordance with the limitations of the International Mechanical Code and International Fuel Gas Code.

#### **B. Heating Equipment:**

1. Heating equipment fuel gas systems shall be constructed and installed in strict accordance with the International Mechanical Code 2012 and International Fuel Gas Code 2012.

#### **C. State Boiler Certification, Hot Water or Steam Systems:**

1. All boilers or water heaters, having an input rating of 200,000 BTU or more, or water heaters with a capacity of more than 120 gallons, shall be inspected and certified by the State of Illinois Boiler and Pressure Vessel Safety Division, in

accordance with Boiler Safety Act and Boiler Rules and Regulations of the State of Illinois.

D. Electric Heating

1. All electrical heating and their control and safety systems shall be installed in conformance to the applicable provisions of the National Electrical Code 2011 (NFPA 70), as amended.

E. License and Bond

1. All contractors installing heating, ventilating, air conditioning, or fuel gas systems (except low horsepower exhaust fans) are required by Village ordinance to be licensed by the Village of Tinley Park.
2. All contractors installing heating, ventilating, air conditioning, or fuel gas systems, prior to issue of a permit, must furnish to the Village a bond, in the amount of \$20,000.00 secured by a surety company which is acceptable to the Village of Tinley Park. Bond shall be payable to the Village and shall, in effect, guarantee that the contractor will comply with all requirements of applicable Village ordinances and codes.

F. Permits

1. No contractor shall install any heating, ventilating, air conditioning, fuel gas systems replacement of low horsepower exhaust fans without first having secured, from the Building Department, a permit to perform the work.

Exception: Replacement of low horsepower exhaust fans.

G. Inspections

1. When installation of work has been completed, but before pipes, ducts, stacks, vents, etc., are concealed, the contractor shall request that installation be inspected by the Building Department, and no such systems or work shall be enclosed or covered until same is approved by the Building Commissioner.

H. Electrical.

1. The use of electrical wiring methods with combustible insulation, tubing, raceways and related components shall be permitted when installed in accordance with the limitations of the National Electrical Code 2011 (NFPA70), as amended.

## **CHAPTER VII - FIRE PREVENTION**

## **SECTION 7800 SCOPE AND ADMINISTRATION; TINLEY PARK FIRE PREVENTION BUREAU**

### **1. SCOPE**

*In addition to Section F101.2 of the 2012 International Fire Code, include the following duties:*

- a. Inspection of permanent and temporary buildings, processes, equipment, systems, and other fire and related life safety situations.
- b. Investigations of fires, explosions, hazardous materials incidents, and other related emergency incidents.
- c. Review of design and construction plans, drawings, and specifications for life safety systems, fire protection systems, access, water supplies, processes and hazardous materials and other fire and life safety issues.
- d. Education of fire brigades, employees, responsible parties, and the general public related to fire and life safety.
- e. Review of existing occupancies and conditions, the design and construction of new buildings, remodeling of existing buildings, and additions to existing buildings.
- f. Conduct the design, alteration, modification, construction, maintenance, and testing of fire protection systems and equipment.
- g. Access requirements for fire department operations.
- h. Investigate hazards from outside fires in vegetation, trash, building debris, and other materials.
- i. Manage the regulation and control of special events including, but not limited to, assemblage of people, exhibits, trade shows, amusement parks, haunted houses, outdoor events, and other similar special temporary and permanent occupancies.
- j. Review interior finishes, decorations, furnishings, and other combustibles that contribute to fire spread, fire load, and smoke production.
- k. Analyze and review storage, use, processing, handling, and on-site transportation of flammable and combustible gases, liquids and solids and hazardous materials.
- l. Monitor the conditions affecting fire fighter safety.

### **2. APPLICABILITY**

*Delete Section F102.7.1, F102.7.2, of the International Fire Code 2012 and substitute therefore:*

- a. When there are conflicting requirements with the adopted codes, the Deputy Chief of Fire Prevention or designee shall have the authority to enforce the most restrictive language.

### **3. DEPARTMENT OF FIRE PREVENTION**

*Delete Sections F103.1, F103.2, F103.3, of the International Fire Code, 2012 and substitute there for:*

- a. The Fire Prevention Code shall be enforced by the Bureau of Fire Prevention in the Village of Tinley Park which is hereby established and which shall be operated under the supervision of the Deputy Chief of Fire Prevention.
- b. The Deputy Chief of Fire Prevention in charge of the Bureau of Fire Prevention shall be recommended by the Fire Chief to the Village President who shall annually appoint with the advice and consent of the village trustees. The appointment of the Deputy Chief of Fire Prevention shall continue during good behavior and satisfactory service, and shall not be removed from office except for cause.
- c. The Deputy Chief of Fire Prevention may utilize such members of the Fire Department as inspectors as shall from time to time be necessary. The Deputy Chief of Fire Prevention shall recommend to the Fire Chief the employment of technical inspectors and office staff, which, when such authorization is made, shall be selected through an examination to determine their fitness for the position, with credit for fire department and/or fire inspection experience. The examination shall be open to members and non-members of the Fire Department, and appointments made after examination shall be for an indefinite term with removal only for cause.
- d. A report of the Bureau of Fire Prevention shall be made annually and transmitted through the Fire Chief to the President and Board of Trustees of the municipality; it shall contain all proceedings under this code, with such statistics as the Deputy Chief of Fire Prevention may wish to include therein; the Deputy Chief of Fire Prevention shall also recommend any amendments to the code which, in his judgment, shall be desirable.

#### 4. **MODIFICATION**

*Delete Section F104.8 of the International Fire Code 2012 and substitute therefore:*

- a. The Deputy Chief of Fire Prevention shall have the power to modify any of the provisions of the Fire Prevention Code, upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the Deputy Chief of the Bureau of Fire Prevention thereon shall be entered upon the records of the department and a signed copy shall be furnished to the applicant.

#### 5. **BOARD OF APPEALS**

*Delete Section F108 of the International Fire Code 2012 and substitute therefore:*

- a. Whenever the Deputy Chief of Fire Prevention disapproves an application or refuses to grant a permit applied for, or when it is claimed that provisions of this ordinance do not apply or that the true intent and meaning of this ordinance have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Deputy Chief of Fire Prevention to the Chairman of the Building

Committee as prescribed in Chapter I, Section 100.L of the Tinley Park Building Code.

## 6. PENALTIES

*Delete Section F109.4 of the International Fire Code 2012 and substitute therefore:*

- a. Any person, firm or corporation who shall violate any of the provisions of this Ordinance or fail to comply therewith, or who shall violate or fail to comply with any order made hereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved hereunder, or any certificate or permit issued hereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the Fire Prevention Administrator of the Fire Prevention Bureau or by a court of competent jurisdiction, within the time fixed herein, shall separately for each and every such violation and noncompliance respectively, be guilty of a misdemeanor. The penalty for such a misdemeanor is a fine not to exceed \$750.00 or imprisonment not to exceed six (6) months, or both. In addition to the imposition of a penalty, any and all such persons shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, each day that prohibited conditions exist or are maintained shall constitute a separate offense. The application of the penalty shall not be held to prevent the enforced removal of prohibited conditions.
- b. **Establishment of minimum penalties/fines/fees.** For the following violation types, persons in violation can be fined the minimum specified amount up to \$750 and the specified fine can be applied on a per day basis as specified by the Deputy Chief of Fire Prevention.
  - i. **LIFE SAFETY**
    1. Means of Egress Components
      - a. Any component of a means of egress that obstructs the ability of someone exiting shall be fined \$750
      - b. Any component of a means of egress that is in disrepair, but does not obstruct someone from exiting shall be fined \$250.
    2. Fire Detection & Protection Systems
      - a. Lack of any required system shall be fined \$750 per day.
      - b. Any system that is impaired and does not transmit to assigned alarm receiving station shall be fined \$750 per day.
      - c. Any system that is impaired, but transmits to assigned alarm receiving station shall be fined \$750.
      - d. Any system that is not properly maintained shall be fined \$750.
      - e. Lack of proper maintenance documents shall be fined \$750.
    3. Portable Fire Extinguishers
      - a. Lack of portable fire extinguishers shall be fined \$250.
      - b. Improperly maintained fire extinguishers shall be fined \$100.

4. Village Fire Alarm Radio Transmitter Equipment
  - a. Evidence of vandalism or tampering shall be fined \$750.
  - b. Failure to properly maintain Radio Alarm Documents shall be fined \$750.
- ii. **HOUSEKEEPING**
  1. Heating Systems/Heat Producing Devices/Open Flames
    - a. Improperly maintained, installed or use shall be fined \$250.
    - c. Devices too close to combustible materials shall be fined \$250.
    - d. Lack of required boiler certificate shall be fined \$250.
    - e. Improperly maintained required separations shall be fined \$250.
  2. Flammable Liquids/Compressed Gases
    - a. Improper storage or use shall be fined \$500.
    - b. Improper use of spray applications shall be fined \$500.
  3. Electrical/Extension Cords
    - a. Improper use shall be fined \$250.
    - b. Panels/equipment not accessible shall be fined \$250.
    - c. Improperly maintained non-energized outlets shall be fined \$250.
  4. Trash Receptacles
    - f. Improper type or use shall be fined \$250.
- iii. **KNOX BOX**
  1. None Provided
    - a. No KNOX BOX shall be fined \$500.
  2. Improper Keys/Maintenance
    - a. Fines shall be \$250.
- iv. **ELEVATORS**
  1. Equipment Room
    - a. Improper use or storage shall be fined \$250.
    - b. Equipment not maintained, no certificate shall be fined \$250.
  2. Elevator Car and Shaft
    - a. Improper or lack of Maintenance shall be fined \$250.
    - b. Lack of keys to operate overrides and open doors shall be fined \$250.
    - c. Elevator phone not working or not to a 24-hour service shall be fined \$250.
- v. **FIRE BARRIERS (HORIZONTAL AND VERTICAL)**
  1. Walls, Doors, Opening Protections
    - a. Opening not protected shall be fined \$750.
    - b. In disrepair shall be fined \$500.
    - c. Missing required self-closing devices shall be fined \$250.
- vi. **WATER SUPPLY**
  1. Fire Hydrants, Fire Appliance, Fire Equipment
    - a. Obstruction, removal, tampering with or otherwise disturb (private or Village owned) shall be fined \$750 per occurrence.
- vii. **FALSE FIRE ALARMS**

1. False fire alarm in excess of three (3) in any calendar year from any alarm system, the alarm user shall be charged a false alarm service charge as follows:

# of Alarms	False Alarm Fee
1-3	No Charge
4-6	\$75.00 each
7-9	\$100.00 each
10-12	\$150.00 each
≥ 13	\$200.00 each

### SECTION 701-DEFINITION

*In addition to Section F202 of the 2012 International Fire Code, include (and replace as necessary) the following definitions:*

#### **Area Total**

For purposes of determining fire protection requirements “Area Total” is defined as the total square footage of floor area including mezzanines and basements contained within the surrounding exterior walls of the building on all floors and levels added together. The area included within the surrounding exterior walls of a building shall include roof overhangs and extensions and all enclosed extensions. Areas of a building not provided with surrounding walls shall be included within the building area if such areas are included within the horizontal projection of the roof or floor above. Interior walls, including fire walls and party walls, shall not be considered as walls which divide a structure into two or more separate buildings, but structures containing such interior walls shall be considered as one building for the purposes of this Section.

#### **Corporate Council**

Wherever the term "Corporation Counsel" is used in the Fire Prevention Code, it shall be held to mean the Attorney for the Village of Tinley Park.

#### **Discharge**

Any leakage, seepage, or other release.

#### **False Alarm**

The activation of a required fire alarm system, non-required fire alarm systems or other means of communicating a potential fire event where none exists that result in the initiation of a response from the fire department or supervising monitoring station. These activations can be a result of:

- mechanical failure.
- malfunction.
- improper installation or operation.
- failure to notify the supervising monitoring station prior to testing, inspection or maintenance of a fire alarm or fire protection system.

- negligence of the owner or lessee of an alarm system or of his employees, agents or contractors.
- Malicious mischief or criminal damage to property.
- Resetting of fire alarm systems prior to investigation by Emergency Responders.

Such terminology does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes or other violent conditions, nor by outside agencies or external forces not under the control of owner or lessee.

### **Fire Official**

Wherever the words "Fire Official" are used in the Fire Prevention Code they shall be held to mean the Deputy Chief of Fire Prevention, unless the context clearly indicated otherwise.

### **Fireworks**

The term fireworks shall mean and include any explosive composition or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibition nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons, in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, skyrockets, Roman candles, sparklers, smoke bombs, snakes or facsimile or other fireworks of like construction and any fire works containing any explosive compound, or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects: provided, however, that the term "fireworks" shall not include toy pistols, toy canes, toy guns, or other devices in which paper or plastic caps containing twenty-five hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion, and toy pistol paper or plastic caps which contain less than twenty hundredths grains of explosive mixture, the sale and use of which shall be permitted at all times."

### **Hazardous chemical**

Any chemical or substance which is a physical or health hazard to employees.

### **Hazardous materials**

A substance or material in a quantity and form determined by the United States Department of Transportation, Illinois Department of Transportation, and the Metropolitan Water Reclamation District to be capable of posing an unreasonable risk to health and safety or property, whether the materials are in usable or waste condition.

### **Hazardous materials access route**

Any street which has been designated pursuant to this section for the purpose of providing vehicular access from the primary hazardous material route to locations within the Village of Tinley Park where hazardous materials are used, produced, or stored.



**Hazardous Materials Placard**

The placard which a motor vehicle transporting hazardous materials is required to display under regulations enacted by either the United States or Illinois Department of Transportation pursuant to the Hazardous Material Transportation Act, 49 USC 1801 et seq.

**Hazardous Substance**

Any material that can produce an adverse effect on or safety of persons exposed.

**Hazardous Waste**

Any material that is ignitable, corrosive, reactive or toxic and which may pose a substantial hazard to human health and safety when improperly managed.

**High Rise Building**

A building with an occupied floor located more than 55 feet above the lowest level of fire department vehicle access.

**Municipality**

Wherever the word "Municipality" is in the Fire Prevention Code, it shall be held to mean the Village of Tinley Park.

**Person**

Any natural person or individual, governmental body, firm, association, partnership, co-partnership, joint venture, company, corporation, joint stock company, trust, estate, or any other legal entity, or their legal representative, agent, or assigns.

**Primary Hazardous Materials Route**

The system of streets when signs are posted identifying that the street(s) is acceptable for transporting hazardous materials.

**Pyrotechnic Display**

The detonation, ignition, or deflagration, either indoors or outdoors, of display fireworks or flame effects to produce visual or audible effects of a exhibition nature before the public, invitees, or licensees, regardless of whether admission is charged, and as may be further defined in the Fireworks Use Act (425 ILCS 35/0.01 et seq.), and Pyrotechnic Distributor and Operator Licensing Act (225 ILCS 227/1 et seq.) (Collectively, for purposes of this Chapter the "State Acts").

**SECTION 702-GENERAL REQUIREMENTS**

*Delete Sections F304.1.2 of the International Fire Code 2012 and substitute therefore:*

1. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Ground cover or similar material within 24-inch radius of gas service meters and equipment must be non-combustible.

**SECTION 703-EMERGENCY PLANNING AND PREPAREDNESS**

*Reserved*

**SECTION 704-FIRE SERVICE FEATURES****1. ACCESS TO BUILDING OPENINGS AND ROOFS**

*Addition to Section F504 of the 2012 International Fire Code:*

- a. For new construction, where HVAC and similar mechanical, electrical or building service equipment is located on the roof of a normally occupied structure, an approved permanent ladder capable of supporting Fire Department personnel and the equipment they use must be installed.

**2. KEY BOXES**

*Delete Section F506.1 of the International Fire Code 2012 and substitute therefore:*

- a. Fire Department Access: Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box manufactured by Knox Company to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official.
- b. EXCEPTIONS:
  - i. Private fire alarm systems not required, approved or monitored by the Village of Tinley Park. Property owners must accept responsibility when the Fire Department is called to respond to an alarm condition by a private alarm monitoring contractor. The responsibility of the Fire Department is to investigate the alarm. Entry may be made to determine the nature of the alarm. Any damage occurred at the time of entry is the sole responsibility of the alarm owner.
  - ii. Property owner can petition in writing not to have this required Knox Box system if they can provide documentation that their premise doors are not secured or locked in any way on a twenty-four (24) hours per day, 365 days per year.

*Add the following text in addition to Section 506 (506.1.3) of the International Fire Code 2012:*

- c. Knox Box Specifications and Installations:
  - i. The location of the Knox Box shall be by the main entrance unless an alternate location is approved in writing by the Fire Department.
  - ii. Unless specified by the fire code official, the Knox Box shall be mounted between 60-72 inches above the immediate surrounding grade in which a person can stand on without any assistance.
  - iii. Unless specified by the fire code official, when a building is required to have a supervised fire alarm system, the Knox Box must be monitored. The monitored device must be programmed to transmit a “supervisory” signal.

### 3. FIRE PROTECTION WATER SUPPLY SYSTEMS

*Delete Section F507.5, F507.5.1, F507.5.4 and F507.5.5 of the International Fire Code 2012 and substitute therefore:*

- a. A vehicle shall not be driven or propelled over any unprotected fire hose of the fire department when laid down on any street, alley-way, private drive or any other vehicular roadway without the consent of the fire official in command of said operation.
- b. A person shall not obstruct, remove, tamper with or otherwise disturb any fire hydrant or fire appliance required to be installed or maintained under the provisions of the Fire Prevention Code except for the purpose of extinguishing fire, training or testing purposes, recharging, or making necessary repairs, or when permitted by the fire official. Whenever a fire appliance is removed as herein permitted, it shall be replaced or reinstalled as soon as the purpose for which it was removed has been accomplished. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the fire official.
- c. Standard Fire Hydrants shall be provided within three hundred (300) feet of all exposed parts of all buildings. Distance between hydrants shall be no more than 300 feet as measured along the street right-of-way. Approved hydrants must be within 100 feet of a fire department connection.
- d. It shall be illegal to block, park or otherwise interfere with the use of any fire hydrant on public or private water supply systems. A 10 (ten) (foot) minimum clear space distance in any direction must be kept at all times.
- e. A person shall not use or operate any fire hydrant intended for use of the fire department for fire suppression purposes unless such person first secures a permit for such use from the fire official and the water company having jurisdiction. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the water company having jurisdiction.
- f. The Deputy Chief of Fire Prevention shall recommend to the chief administrative official of the municipality the location or relocation on new or existing fire hydrants and the placement or replacement of inadequate water mains located upon public property and deemed necessary to provide an adequate fire flow and distribution pattern. A fire hydrant shall not be placed into or removed from service until approved by the Deputy Chief of Fire Prevention.
- g. All new and existing ship yards, oil storage plants, lumber yards, amusement or exhibition parks, and educational or institutional complexes and similar occupancies and uses involving high fire or life hazards, and which are located more than 150 feet from a public street or which require quantities of water beyond the capabilities of the public water distribution system shall be provided with properly placed fire hydrants. Such fire hydrants shall be capable of supplying fire flows as required by the fire official and shall be connected to a water system in accordance with accepted engineering practices. The fire official shall designate and approve the number and location of fire hydrants. The Deputy Chief of Fire Prevention may require the installation of sufficient fire hose and equipment housed in accordance with the approved rules and may require the establishment of a

trained fire brigade when the hazard involved requires such measures. Private hydrants shall not be placed into or removed from service until approved by the fire official.

## **SECTION 705-BUILDING SERVICES AND SYSTEMS**

*Add Section F604.7 of the International Fire Code 2012 for non-energized outlets. See also Section 504A VoTP Building Code.*

### **1. NON-ENERGIZED OUTLETS**

- a. **General.** In multi-story buildings of over 2 floors a special purpose, non-energized, inlet Hubble # 47CM16 or equal shall be installed outside the main entrance no more than three feet above grade and no more than five feet from the main entrance. There shall be no obstructions in front of this inlet such as bushes, decorations, or the like.
- b. **Technical requirements.** This inlet shall have an identifying water-proof cover. This special purpose inlet shall be wired with No. 12 copper wire in a ½" conduit to an opening with outlet, Hubble # 4710 or equal. Install outlets at each floor level so as to provide at least one such outlet in all stairwells at each floor level and no more than one hundred feet of travel distance from any point at each floor level to at least one such outlet.
- c. **Acceptance Testing.** All equipment must field inspected and tested using power generating equipment located on fire apparatus.

*Add Section 607.1.1 of the International Fire Code 2012 for Elevator Operation, Maintenance and Fire Service Keys*

### **2. ELEVATOR OPERATION, MAINTENANCE AND FIRE SERVICE KEYS**

- a. In all buildings which exceed two (2) stories in height and in which an elevator or elevators are installed, at least one elevator shall be of a reasonable size to accommodate all emergency medical patient transport equipment.

*No changes*

## **SECTION 706-INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS**

*Delete Section F806.1.1 and its exceptions of the International Fire Code 2012 and substitute therefore:*

1. Natural cut trees shall be prohibited in Groups A,B,E,I,M,R-1,R-2,R-3, and R-4.

## **SECTION 707-FIRE PROTECTION SYSTEMS**

*Delete the following Section of the International Fire Code 2012:*

*F903.6 and delete Section F901.2 of the International Fire Code 2012 and substitute therefore:*

### **1. CONSTRUCTION DOCUMENTS**

- a. The fire code shall have the authority to require construction documents and calculations for all fire protection and fire alarm systems and to require permits be

issued for the installation, rehabilitation or modification of any fire protection or fire alarm system.

i. **Fire Alarm Construction Documents:**

1. Construction document or shop drawings, or both, for the installation of fire alarm systems shall be submitted to indicate conformance to adopted codes and shall be reviewed by the Fire Department prior to issuance of the permit. Required documents must be submitted per applicable requirements of the NFPA 72, *Fire Alarm Code*.
2. Three (3) sets of drawing documents for the installation/modification of a fire alarm system along with a properly submitted permit application shall be submitted for review and approval prior to the installation of a fire protection system. One (1) electronic copy of submitted documents will also be required.

b. **Fire Protection Construction Documents:**

- i. Where applicable submissions must conform to *225ILCS325/Professional Engineering Practice Act of 1989*. Five (5) sets of construction documents for fire protection systems shall be submitted for review and approval prior to system acceptance. One (1) electronic copy of submitted documents will be required. Required documents must be submitted per applicable NFPA 13, *Standard for the Installation of Automatic Sprinkler Systems*. Submission for fire protection systems shall include but not be limited to:
  - Permit application
  - Scope of work document
  - System design
  - Equipment specification sheets
  - Hydraulic calculations (if required)
- ii. Included on the shop drawings shall be information showing the basis for compliance with the design density, the specific arrangement of the system, the devices and their method(s) of operation, and the suppression agent. The details on the construction documents or shop drawings for the fire protection system shall include design considerations, spacing and arrangement of fire protection devices, protection, agent supply and discharge requirements, calculations with sizes and equivalent lengths of pipe and fittings, and protection agent source. Sufficient information shall be included to identify the apparatus and devices utilized and other information as required by this code.
- iii. Construction documents for the fire protection systems permit shall include information on the contents, the occupancy, the location and arrangement of the structures and the contents involved, the exposure to any hazard and the extent of the system coverage, the suppression system design criteria, the supply and extinguishing agents, the location of any standpipes, and the location and method of operation of detection and alarm devices.
- iv. All plans for new installations or significant alterations of existing automatic sprinkler systems shall be initially approved by a third-party vendor as designated

by the Village. Plan review service or a recognized plan review service approved by the Village of Tinley Park and the Deputy Chief of Fire Prevention. The builders, building owners or their agents shall then submit the initially approved and stamped plans for proposed sprinkler systems to the Deputy Chief of Fire Prevention for additional approval. Said plans shall show the size, capacity and location of all sprinkler heads, pumps, tanks or pipes, and any other apparatus which is to be used in connection with such sprinkler systems. Said plans, when approved by the Deputy Chief of Fire Prevention, shall also be stamped by him to that effect before such system shall be installed. The Deputy Chief of Fire Prevention shall not have authority to determine what sprinkler systems shall be installed, but only to approve plans for such proposed systems.

*Amend Section F901.6.2 of the International Fire Code 2012 and substitute therefore:*

## **2. RECORDS**

- a. Records of all required life safety system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and electronics copies sent to the Deputy Chief of Fire Prevention using approved methods.
- b. The contractor shall provide the Deputy Chief of Fire Prevention with a document indicating that the system is installed in compliance with this code and that the appropriate acceptance tests have been conducted. These systems shall be certified to U.L. or F.M. certification standards.

*Delete Section F903.2 through F903.2.10.1, F903.2.11.3 exceptions, F903.3.1.1.1 items 3-6, of the International Fire Code 2012 and substitute therefore:*

## **3. AUTOMATIC SPRINKLER SYSTEMS**

- a. All automatic fire protection systems shall be installed so as to provide reasonable safety to person and property and in accordance with all applicable provisions of this Fire Prevention Code and the other applicable codes and ordinances of the Village of Tinley Park. An approved complete automatic fire protection system shall be installed in all buildings except the following:
  - i. Buildings less than three thousand (3,000) square feet.
  - ii. Detached gazebos and other similar structures for residential and public use.
  - iii. Independent buildings such as restrooms or snack shops 600 square feet or less that are associated with golf courses, parks and similar uses.
  - iv. Detached guard houses that are less than 300 square feet in size used to control access to or within residential and/or commercial developments.
  - v. Detached non-combustible canopies used exclusively for automotive, motor fuel-dispensing stations for private passenger vehicles not exceeding 5,000 square feet.
  - vi. Existing/new Single family detached.
- b. Regardless of size, the following require approved fire protection:
  - i. High Hazard Use Group Classifications (H-1, H-2, H-3, H-4 and H-5)
  - ii. Institutional Use Group Classification (I-1, I-2, I-3, I-4)

- iii. Child Care, Day care, pre-school facilities
- iv. Infirmaries, nursing homes, orphanages, shelter care, home for the aged, retirement complexes, group homes (all types)
  - v. Bed and breakfast, boarding house facilities.
- vi. Historical buildings regardless of size when located in the recognized Historical District and if designated a historical site by the Village of Tinley Park Historical Commission within the community. Any site/occupancy that presently exists will not be required to meet the requirements of this section unless there is a change in the present occupancy, ownership, or any permit required remodeling.
  - a. Exception: single family dwellings when used as single-family dwellings.
- vii. Residential mixed use (R-1, R-2, R-3, R-4)
- viii. Type IV and V Construction as defined in 2012 International Building Code, Section 602.
- ix. New single family attached (Townhomes and Condos)
- x. Existing single family attached residential structures damaged by fire or other causes so that, at any time, its value is less than one-half its market value, exclusive of the value of the foundation.
- xi. All buildings installing rooftop solar installations outside the scope of F605.11.
- xii. New normally occupied residential structures built on streets and access roads not dedicated to or not maintained by the Village of Tinley Park or not meeting the specifications as defined in the Village of Tinley Park Subdivision regulations.
- xiii. Residential buildings converted from rental income property to condominium ownership or existing multi-family condominium buildings where condominium units are rented to others owned by one person/organization and being sold to individual owners.

#### 4. ADDITIONAL REQUIRED FIRE PROTECTION EQUIPMENT

- a. **Intermediate Landings.** Where applicable approved automatic sprinklers must be installed on intermediate landings of all stairwells.
- b. **Electrical Rooms.** Water based fire protection in electrical rooms or any room containing equipment that has a serious life hazard shall be provided with a separate supervised control valve located outside the entrance into the room. Location of the supervised control must be no higher than 80 inches above the floor.
- c. **Water supplies.** Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1 of the IBC. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the Illinois Plumbing Code. Safety factors for water-based fire protection system design must be a minimum of 10 pounds per square inch (psi) or 10 percent of the demand whichever is greater.

- d. **NFPA 13R and 13D fire protection systems.** NFPA 13R and 13D fire protection systems are prohibited in hotel, motel and new boarding house type occupancies unless specified by the Deputy Chief of Fire Prevention.
- e. **Discharge of Inspector's Test Connections and Main Drains.** Inspector's Test Connections and Main Drains shall discharge directly to the outside to an area capable of handling a full system flow. Unless authorized by the Deputy Chief of Fire Prevention discharge into a floor drain or sink is prohibited.
- f. **Rubbish and Linen Chutes.** An automatic sprinkler system shall be installed at the top of rubbish and linen chutes and in their terminal rooms. Chutes extending through two or more floors shall have additional sprinkler heads installed within such chutes at alternate floors. Chute sprinklers shall be provided with listed guards and be accessible for servicing.
- g. **Buildings 55 feet or More in Height.** An automatic sprinkler system shall be installed throughout buildings with a floor level that is located 55 feet or more above the lowest level of fire department vehicle access.
- h. **Alternate Power Source Required.** New buildings or structures regulated by the International Building Code and the IFC which are equipped with a fire pump shall have an alternate power source designed, installed and maintained to properly power and operate such fire pump in the event of an interruption of usual and customary electric power service.
- i. **During construction.** Automatic sprinkler systems required during construction and demolition operations shall be provided in accordance with the International Fire Code.
- j. **Other required suppression systems.** In addition to the requirements of Section 903.2 of the IBC, the provisions indicated in Table 903.2.11.6 shall also require the installation of a suppression system for certain buildings and areas.
- k. **STORZ REQUIREMENTS.** When approved by the Deputy Chief of Fire Prevention, a 5-inch STORZ fire department connection is required for all fire sprinkler installations.

**TABLE 903.2.11.6  
ADDITIONAL REQUIRED SUPPRESSION SYSTEMS**

SECTION	SUBJECT
F402.8	Covered malls
F403.2, F403.3	High-rise buildings
F404.3	Atriums
F405.3	Underground structures
F407.5	Group I-2
F410.6	Stages
F411.4	Special amusement buildings



F412.2.5, F4.2.2.5	Aircraft hangars
F415.6.2.4	Group H-2
F416.4	Flammable finishes
F417.4	Drying rooms
F507	Unlimited area buildings
F508.2	Incidental use areas
F1025.6.2.3	Smoke-protected assembly seating IFC
IFC	Sprinkler system requirements as set forth in Section F903.2.11.6 of the International Fire Code

## 5. VARIANCE FOR FIRE PROTECTION COMPLIANCE

- a. In regard to existing buildings that are a minimum of three thousand 3,000 square feet in area which were made subject to the requirements of Section 709 pursuant to amendments adapted during 2007, said existing buildings shall be brought into compliance with Section 709.3 on the following dates:
  - i. Within five (5) years of a change in the ICC Use Group applicable to said existing building, based on the use of said existing building;
  - ii. Within five (5) years of a change in the ownership of said existing building.

*Delete Section F903.4.1 and F907.6.5 of the International Fire Code 2012 and substitute therefore:*

## 6. MONITORING

- a. All required fire protection and or life safety systems detection systems shall be connected to the approved wireless fire alarm transmission system authorized and supervised by the Village of Tinley Park. As required, alarm, supervisory, trouble and water flow signals shall automatically transmit distinctly different signals to the approved supervising station. All transmitting equipment installed on the premises of the alarm holder shall be maintained at all times and in good working order. Any required fees or charges for such systems or system connections shall be paid when due.
- b. EXCEPTIONS:
  - i. Single and Multi-Station Smoke Alarms required by Section 907.2.11 of the 2012 International Fire Code.
  - ii. Smoke detectors in Group I-3 occupancies
  - iii. Automatic Sprinkler systems in *one- and two-family dwellings*
- c. Temporary (30 days or less) use of approved third party central station monitoring or approved licensed and contracted fire watch personnel is allowed should the failure of an approved fire alarm signal be received at the Village of Tinley Park Alarm Center during the final inspection process for a new occupancy. Approval is based on NFPA 72 (2010 edition) requirements for Central Station:
  - Installation of fire alarm transmitters
  - Alarm, guard, supervisory, and trouble signal monitoring
  - Retransmission

- Associated record keeping and reporting
- Testing and maintenance
- Runner service: Granting a temporary exception must be applied for in writing by the alarm holder and approved by the Fire Prevention Administrator.

*Delete Section F907.2 of the International Fire Code 2012 and substitute therefore:*

#### **7. REQUIRED FIRE ALARM SYSTEMS**

- a. An approved fire alarm system installed in accordance with provisions of this code and NFPA 72 shall be required in all buildings located in the Village of Tinley Park and shall be supervised by the Village of Tinley Park. The type and quantity of initiating and notification devices shall be approved by the Fire Prevention Bureau. Occupant notification shall be in accordance with Section 907.5, unless other requirements are provided by another section of this code.
  - i. EXCEPTIONS:
    1. Attached and Detached Single Family dwellings occupied as a residential occupancy.
    2. Buildings or structures classified as Utility and all levels are above grade.
    3. Normally unoccupied structures or buildings.

#### **8. ADDITIONAL REQUIRED FIRE ALARM EQUIPMENT**

- a. Unless allowed by the Deputy Chief of Fire Prevention or designee all required commercial fire alarms authorized and supervised by the Village of Tinley Park 911 Dispatch Center shall be approved addressable type systems. This shall include connection of, for alarm signal purposes, water flow, heat/smoke detection (when applicable), duct detection, hood and duct extinguishing systems, any fixed extinguishing system, manual pull stations and any supervisory signaling equipment such as valve tamper devices, low air etc.
- b. Required fire alarm panels shall be located directly adjacent to the main entrance of a building or structure. Approved remote annunciator equipment can be provided in a location designated by the Deputy Chief of Fire Prevention. Remote annunciator panels shall be provided and located at the discretion of the Deputy Chief of Fire Prevention. The Deputy Chief of Fire Prevention may also require additional equipment signaling as necessary.
- c. Occupant Notification: Occupant notification using approved notification devices of a fire alarm condition must be provided for all occupancies where fire alarm systems are required. Means of initiation must be by manual and automatic means as approved by the Deputy Chief of Fire Prevention.
- d. The secondary power supply capacity for supervising station facilities and equipment shall be capable of supporting operations for a minimum of 60 hours.

#### **9. PRIVATE OR NON-REQUIRED FIRE ALARM SYSTEMS**

- a. Private properties with Fire Alarm Systems not required or approved by the Village of Tinley Park must accept responsibility for Fire Department accessibility to the property. When the Fire Department is called and responds to a fire alarm condition by a private alarm contractor or equipment, the responsibility of the Fire Department is to investigate the alarm. Entry may be made to determine the nature of the alarm.

Any damage incurred at the time of entry is the sole responsibility of the alarm owner.

- b. Fire Alarms (commercial or residential) which are not required by the Village shall register with the Fire Prevention Bureau. Licensed Alarm Contractors must provide the following information for new installations and any existing installations. If the information is not available through the contractor it is the property owners/tenant's responsibility to provide the following:
- Property owner/business owner's name.
  - Alarm location and type.
  - Emergency contacts – cell phone numbers and mailing address.
  - Licensed Contractor responsible for maintenance.
  - Any additional information as needed as determined by the Deputy Chief of Fire Prevention.

#### **10. SMOKE DETECTOR AND ALARM SYSTEMS**

- a. In addition to Occupant Use Groups (defined by the 2012 International Building Code) that require approved smoke/early warning detection systems, the following Use Groups/Occupancies must have approved early warning systems installed throughout the premises and in each sleeping unit. It shall be the responsibility of the owner of each new and existing occupied building of the following Use Groups, as defined in the International Building Code 2012, to install smoke detectors that are wired in series, powered by house current and with a battery back-up:
- Residential Mixed Use
  - All Institutional Use Groups
  - Educational Facilities
  - Use Group R-1, residential
  - Use Group R-2, residential
  - Residential Care Facilities
  - Bed and Breakfast Occupancies
  - Daycare including Adult Day Care
- b. As required, all systems must comply with requirements of Section 709 of this code, System Connection to Central Station. It shall be the responsibility of the owner of each new and existing occupied building of use group R-2 (residential multi-family - as defined in the International Building Code 2012 (State of Illinois Smoke detector Act, 425ILCS60), use group R-3 residential one and two-family residences - as defined in the International Building Code 2012 (State of Illinois Smoke Detector Act, 425ILCS60), and all other single family and multiple-family housing units in the Village, to install smoke detectors that are wired in series and powered by house current with battery back-up in each unit and each sleeping area within a unit.
- c. All existing and occupied buildings covered by this Ordinance shall be placed in compliance with all the terms and provisions of this Ordinance no later than July 1, 1988; all buildings of new construction which are covered by this Ordinance and for which the first day of occupancy is after December 31, 1987, shall comply with all the terms and provisions of this Ordinance.

*Delete Section F905.3 and exception of the International Fire Code 2012 and substitute therefore:*

## 11. STANDPIPES

- a. Unless specified in the adopted codes and standards or otherwise approved by the Fire Code Official, manual wet Class I standpipe systems shall be required:
  - i. In all multi-story buildings regardless of construction type classification which exceed either two (2) stories above the lowest level of fire department vehicle access, or twenty-seven (27) feet above the lowest level of fire department vehicle access.
  - ii. The building is arranged/constructed to exceed one-hundred fifty feet (150') vertically and horizontally from any entrance to the most remote portion of the building. All standpipe systems shall be installed in accordance with all applicable provisions of the International Fire Code, 2012 and NFPA 14 Standards.
  - iii. All required standpipe systems shall be installed in accordance with NFPA standards and be capable of being reached within one-hundred fifty feet (150') from each hose outlet. The distance shall be measured along the normal path of unobstructed travel including vertical travel. Additional Class I standpipes outlets shall be installed adjacent to all exit discharge doors and required by the adopted code and as approved by the Fire Code Official.

*Delete Sections F910.1 exception F910.2.1 of the International Fire Code 2012.*

## 12. SMOKE AND HEAT REMOVAL

- a. Emergency heat and smoke venting shall be required for the following ICC Occupancy Use Groups:
  - i. ICC Factory Occupancy Use Group
  - ii. ICC High Hazard Occupancy Use Group
  - iii. ICC Storage Occupancy Use Group
  - iv. ICC Mercantile Occupancy Use Group, where buildings exceeding 20,000 square feet as defined in Section 706-B.4.
  - v. Any building exceeding 35 feet in height from the lowest Fire Department access or three stories ground level.
- b. Where Section 709.12.a applies, venting shall be required for roof attic areas of combustible construction.
- c. Venting may be accomplished by gravity and/or mechanical methods. All venting shall be designed in accordance with nationally recognized standards. All venting methods shall be approved by the Fire Prevention Bureau.
- d. In addition to Section F910.4 for compartmented areas, mechanical venting shall be based on the cubic square footage of exit components, an expected fire area, area(s) directly adjacent to an expected fire area as approved by the Fire Prevention Administrator.
- e. **Mechanical Venting Control Panel.** Manual controls shall be located at a designated panel and only be available to fire personnel. Location of controls shall be determined by the Fire Prevention Administrator.

- f. **Manual Controls.** Depending on equipment design, smoke and heat removal shall have control capabilities as detailed in Section F909.16.2.
- g. Venting requirements by gravity shall be a ratio of 1:200 for all occupancies except use groups F, S, and H which shall be a minimum of 1:100, unless otherwise specified in the ICC International Building Code 2012.
- h. Where required smoke and heat vents shall be installed in the roofs of one-story buildings or portions thereof occupied for the uses set forth:
  - i. Building and portions thereof used as Group F, H, and S regardless of size.
  - ii. Buildings and portions thereof used in Group M exceeding a total area of 20,000 square feet as defined in Section 706 B 4 of the Tinley Park Comprehensive Building Code.
  - iii. Any building of any use group except R-3 exceeding 35 feet in height from the lowest Fire Department access or three stories above ground level.
  - iv. Where Section 912 of this code applies, smoke venting is required for any combustible roof (attic) area for any use group except R-3.
  - v. Smoke and heat vents shall be listed and labeled to indicate compliance with U.L. 793. Gravity venting requirements for all use groups shall have 1:200 ratio.
  - vi. EXCEPTION:  
See Table F910.3 for Groups F, S, and H. If an occupancy use group is not indicated it shall have a minimum 1:100 ratio

## **SECTION 708-MEANS OF EGRESS**

*Add the following to Section F1006.3.1.2 of the International Fire Code 2012:*

1. All circuit breakers or approved means of disconnect utilized for emergency lighting or other emergency egress components shall be labeled using approved methods.

*Add the following to Section F1006.3.1.3 of the International Fire Code 2012 and substitute therefore:*

2. For new construction, an on-site generator shall be the source of the exit and emergency lighting system for all new occupancies where the construction of said structure exceed more the four (4) stories above grade. Generators designated as the source of emergency lighting shall be installed in an approved weather-proof type enclosure.

*Delete Section F1011.3 of the International Fire Code 2012 and substitute therefore:*

3. Exit signs shall be internally or externally illuminated. Installation of all new and replacement internally illuminated, one hundred and twenty (120) volt and totally self-contained battery-operated installations of required exit sign devices shall be of LED type fixtures. All circuits breakers utilized for exit signs or other emergency egress components must be labeled using approved methods.

*Delete Section F1024.1 of the International Fire Code 2012 and substitute therefore:*

4. For new construction, approved luminous egress path markings delineating the exit path shall be provided in buildings greater than four stories above grade and greater than one story below ground for all occupancies.

### **SECTION 709-CONSTRUCTION REQUIREMENTS FOR EXISTING BUILDINGS**

*Delete Sections F1103.5 -F1103.6, F1103.7 – F1103.7.7, F1104.3 -F1104.4 of the International Fire Code 2012.*

### **SECTIONS 710-722**

### **RESERVED**

### **SECTION 723-SELF SERVICE GAS STATION**

*See Illinois Administrative Code Section 170.150, Self-Service – No Self-Service without a Permit; Procedures and Regulations should be referenced for requirements.*

***The following requirements are in addition to the requirements of Chapter 23 of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.***

*Delete Section F2304.1 of the International Fire Code 2012 and substitute therefore:*

1. **Supervision of dispensing:** the dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times in accordance with F2304.3. Service station attendant must have a clear and unobstructed view of self-service pumps and must have an approved means to communicate at all service islands.
2. **Attendant Location:** Service station attendant must have a clear and unobstructed view of self-service pumps and must have an approved means to communicate at all service islands.

*Add Section F2305.2.4.1 of the International Fire Code 2012:*

3. **Emergency Disconnect switches.** Switches as required in Section 2302.2 must be installed in a visible and accessible location on the outside and inside of the building. The interior location of the disconnect switch must be located in at the service counter within reach of the attendant.

*Delete Section F2305.5 of the International Fire Code 2012 and substitute therefore:*

4. Approved portable fire extinguishers complying with Section 906 shall be provided, located and installed in the following locations. All fire extinguisher locations must be plainly marked using approved signs or stencils. Minimum height of letters, numerals or symbols should be no less than 1 inch.
  - a. 2-A:20-B:C sized extinguisher shall be provided at each service island.
  - b. 4-A:60-B:C sized extinguisher shall be provided at the attendant control station.
  - c. 4-A:60-B:C sized extinguisher shall be provided adjacent to the emergency shut-off switch installed on the exterior of the building.

*Delete Section F2305.6 of the International Fire Code 2012 and substitute therefore:*

5. **Warning signs:** Warning signs using one-inch letters shall be conspicuously posted at each service island within sight of each dispenser/service island in the fuel-dispensing area and shall state the following:
  - a. No Smoking.
  - b. Shut off motor
  - c. Discharge your static electricity before fueling by touching a metal surface away from the nozzle.
  - d. To prevent static charge, do not reenter your vehicle while gasoline is pumping.
  - e. If a fire starts, do not remove nozzle-back away immediately
  - f. It is unlawful and dangerous to dispense gasoline into unapproved containers.
  - g. It is unlawful and dangerous to dispense gasoline without attendant on duty.
  - h. No filling of portable containers in or on a motor vehicle. Place container on ground before filling.

**SECTIONS 724 – 749 :RESERVED**

**SECTION 750-HAZARDOUS MATERIALS**

*The following requirements are in addition to the requirements of Chapter 50 of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.*

**1. ROUTING**

- a. The purpose of this section is to establish hazardous material transportation routes within the Village of Tinley Park which will enable those who transport hazardous materials to and from locations within the Village to do so in compliance with the requirements as they may from time to time be amended which are hereby incorporated herein as if enacted by the President and Board of Trustees of the Village of Tinley Park.
- b. Hazardous materials access route. As used herein, the phrase "hazardous material access route" shall mean any street which has been designated pursuant to this section for the purpose of providing vehicular access from the primary hazardous material route to locations within the Village of Tinley Park where hazardous materials are used, produced, or stored.
- c. Primary hazardous materials route. As used herein, the phrase "primary hazardous materials route" shall mean when signs are posted giving notice thereof, the system of streets composed of the following:

<b>STREET</b>	<b>FROM</b>	<b>TO</b>
Duvan Drive	175th Street	Harlem Avenue
Oak Park Avenue	159th Street	Harlem Avenue
Harlem Avenue	159th Street	Vollmer Road
183rd Street	Ridgeland Avenue	LaGrange Road
175th Street	Route 45	Central Avenue

94th Avenue	183rd Street	171st Street
171st Street	Route 45	Oak Park Avenue
159th Street	8800 West	6600 West
80th Avenue	159 <sup>th</sup> Street	St Francis Road
Route 45	171 <sup>st</sup> Street	Interstate 80
Oak Forest Avenue	167 <sup>th</sup> Street	South Street
Ridgeland Avenue	Vollmer Road	Oak Forest Avenue
167th Street	8800 West	Oak Forest Avenue
Interstate 80	Route 45	Interstate 57

## 2. GENERAL PROHIBITIONS

- a. Every person who uses, produces, or stores hazardous materials at a location within the Village of Tinley Park, shall request from the Fire Prevention a hazardous materials access route to and from such location.
- b. Every motor vehicle which displays or is required to display a hazardous materials placard, shall be operated within the Village only on the primary hazardous material route or upon a hazardous material access route established pursuant to the provisions of this section.
- c. Every operator of a motor vehicle which displays or is required to display a hazardous material placard, who does not know the primary hazardous material route of the Village of Tinley Park, or the hazardous material access route to and from the location in the Village from which he is coming or to which he is destined, shall request directions concerning said routes from the Tinley Park Fire Prevention Bureau, before operating said vehicle in the Village of Tinley Park.
- d. No motor vehicle which displays or is required to display a hazardous material placard shall be operated on any street within the Village of Tinley Park unless such vehicle is coming from or destined for a location within the Village of Tinley Park. Over night parking should be prohibited unless delivery to company receiving goods has been made and said parking is at the site of the delivery.
- e. Exceptions. The following types of vehicles are exempt from the provisions of this section:
  - i. Placarded vehicles making residential deliveries of home heating fuel.
  - ii. Placarded vehicles making residential deliveries of medical supplies.
  - iii. For purposes of picking up or delivering non-hazardous materials at a location within the Village which is not required under the provisions of this section to request a hazardous materials access route, placarded vehicle may use the most direct route to and close as possible to said location on the primary hazardous materials transportation route or a hazardous materials access route assigned to a business in the vicinity of said location.

## 3. PROCEDURE FOR ASSIGNING A HAZARDOUS MATERIAL ACCESS ROUTE

- a. Any person who uses, produces, or stores hazardous materials at a location within the Village shall be assigned a hazardous materials transportation route after he has submitted a request for such a report to the Tinley Park Fire Prevention Bureau on a form provided by the Fire Prevention Bureau. Upon receipt of such a request, the



Fire Prevention Bureau shall assign to such person, a route which in the judgment of the Fire Prevention Bureau and all other interested Departments, is consistent with and implements the purpose of this section. Temporary routes may be approved when deemed necessary by the Tinley Park Fire Prevention Bureau.

#### 4. PENALTY FOR VIOLATING THIS SECTION

- a. Any person who violates any provision of this section shall upon conviction be subject to a fine of no less than one-hundred dollars (\$100.00) and no more than seven hundred fifty dollars (\$750.00).
- b. Any person who uses, produces, or stores hazardous materials and who fails to request a hazardous materials access route, shall be deemed in violation of this division for each and every day after the effective date of this section during which such person was engaged in such use, production, or storage, until such time as he submits such a request to the Fire Prevention Bureau. Each day that such a person is deemed in violation of this section shall constitute a separate offense which upon conviction shall subject the person to a fine of no less than one hundred dollars (\$100.00) and no more that seven hundred fifty dollars (\$750.00).
- c. Any operator of a motor vehicle which is required to display a hazardous materials placard who violates any provision of this division while operating said vehicle without said placard properly displayed, shall, upon conviction be subject to a fine of no less than One Hundred dollars (\$100.00) and no more that Seven Hundred Fifty dollars (\$750.00). *Delete Section F5003.3.1.4 of the International Fire Code 2012 and substitute therefore*

#### 5. DISCHARGE EMERGENCIES

- a. Declaration of nuisance: The actual or threatened discharge of hazardous materials within the Village of Tinley Park is hereby declared a nuisance.
- b. Liability for abatement of nuisance (Spiller Pays): Any person who owns, leases, operates, or controls any facility, equipment, or vehicles from which a discharge of hazardous materials has occurred or is threatened to occur, shall be liable to the Village for any expenses incurred by the Village in connection with preventing, cleaning up, or disposing of or attempting to prevent, clean up, or dispose of any such discharge or threatened discharge.

#### 6. DISPOSAL

- a. Definitions. Unless the context otherwise clearly requires, as used in this section:
  - i. Prohibition: It shall be unlawful for any person to dispose of hazardous materials within the Village of Tinley Park unless such disposal is conducted in accordance with applicable state and federal and Village of Tinley Park, and Metropolitan Water Reclamation District rules and regulations and regulations pertaining to the disposal of such materials.
  - ii. Declaration of nuisance: The unlawful disposal of hazardous material within the Village of Tinley Park is hereby declared a nuisance.
  - iii. Liability for abatement of nuisance: Any person who engages in the unlawful disposal of hazardous Materials shall be liable to the Village for

any and all expenses incurred by the Village of Tinley Park in connection with cleaning up and lawfully disposing of said materials.

- iv. Penalties and fines: In addition to the liability imposed by the preceding section, any person who unlawfully disposes of hazardous material within the Village of Tinley Park shall upon conviction, be subject to a fine of no less than One Hundred dollars (\$100.00) and no more than Seven Hundred Fifty dollars (\$750.00).

## 7. RIGHT TO KNOW

- a. Definitions: Unless the context otherwise clearly requires, as used in this section:
  - i. Hazardous material means a substance or material in a quantity and form determined by the United States Department of Transportation, Metropolitan Water Reclamation District to be capable of posing an unreasonable risk to health and safety or property.
  - ii. Person means any natural person or individual, governmental body, firm, association, partnership, co-partnership, joint venture, company, corporation, joint stock company, trust, estate, or any other legal entity, or their legal representative, agent, or assigns.
- b. References
  - i. The Code of Federal Regulations, 29, C.F.R. 1910.1000 through 29 C.F.R. 2920.2500, inclusive.
  - ii. The Illinois Revised Statutes, Chapter 48, Paragraph 2515.
  - iii. The United States Department of Health and Human Services, Public Health Service National Toxicology Program, Second Annual Report on Carcinogens - December, 1981 and its periodic updates.
  - iv. A list of toxic substances promulgated by the Director of the Illinois Department of Labor pursuant to Illinois Revised Statutes, Chapter 48, Paragraphs 2503 and 2504. (Ordinance. No.1986-118-, 6-2-86)

## 8. DISCLOSURE REQUIREMENTS

Every person who used, produces, or stores hazardous materials or toxic substances at a location within the Village, shall provide the Fire Department of the Village with all information concerning the use, production, and storage of such materials which such a person is required to provide a local Fire Department under all governing laws and regulations enacted or promulgated from time to time by either the State of Illinois or the United States of America and Departments thereof.

## 9. PENALTIES

Any person who violates the provisions of this section shall upon conviction be subject to a fine of no less than One Hundred dollars (\$100.00) and no more than Seven Hundred Fifty dollars (\$750.00).

Each day that a person is deemed in violation of this section shall constitute a separate offense which upon conviction shall subject the person to a fine of no less than One

Hundred dollars (\$100.00) and no more than Seven Hundred Fifty dollars (\$750.00) for each offense.

**10. STORAGE**

- a. Every person who stores hazardous materials at any location within the Village of Tinley Park shall store such material in accordance with the requirements established for such storage by the Fire Prevention Code of the Village of Tinley Park.

**SECTIONS 751-755 RESERVED**

**SECTION 756-FIREWORKS AND EXPLOSIVES**

*The following requirements are in addition to the requirements of Chapter 56, Explosives and Fireworks, Sections 5608 and 5609 of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.*

**1. DEFINITIONS**

- a. "STATE ACTS." For purposes of this Chapter, the term State Acts shall be used to collectively refer to the Fireworks Use Act (425 ILCS 35/0.01 et seq.) and Pyrotechnic Distributor and Operator Licensing Act (225 ILCS 227/1 et seq.)”

**2. UNLAWFUL TO SELL, POSSESS OR USE EXCEPTIONS**

- a. Except as otherwise provided herein, it shall be unlawful for any person, firm, co-partnership, corporation, or other entity to possess, sell at retail, offer for sale, store, use, manufacture, set-off or explode any fireworks, as defined above, and including display fireworks, flame effects, or consumer fireworks, as those terms are defined in the Fireworks Use Act (425 ILCS 35/0.01), in the Village at any time, or to allow any such acts on property owned by that person, firm, co-partnership, corporation or other entity within the Village. Where the definition of fireworks set forth above in this Section is more restrictive than the definitions set forth in the State Acts, the definition in this Section shall control.
- b. The Chief of the Fire Department shall have the right to issue a permit for pyrotechnic displays of fireworks, provided the applicant for such a permit complies with the regulations established for the issuance of such a permit.
- c. Nothing contained in this Section shall be construed to prohibit the use of fireworks by railroads, public utilities, public and private carriers, or other transportation agencies, for signal purposes or illumination, or the sale or use of blank cartridges for show or theater, for signal or ceremonial purposes in athletics or sports, or for use by veteran or military organizations.
- d. The fire official shall seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks possessed, offered or exposed for display or sale which are stored or held in violations of this Section.

**3. PERMITTED PYROTECHNIC DISPLAYS**

- a. Permit Required for Pyrotechnic Displays. Pyrotechnic displays of fireworks, as such displays are defined herein and in the State Acts, may take place within the Village only with a permit issued by the Village in compliance with this Chapter, the State Acts, and other applicable State and local regulations.
- b. Pyrotechnic Display Applications. An application for a pyrotechnic display permit must be submitted to the Village Clerk in writing by a person eighteen (18) years old or older at least fifteen (15) days in advance of the date of the planned pyrotechnic display, unless such 15-day requirement is waived by the Chief of the Fire Department. The application must identify the lead pyrotechnic operator and pyrotechnic distributor, as those terms are defined in the State Acts. The application must contain, and any permit issued shall be subject to, an undertaking by the pyrotechnic operator and sponsoring organization to indemnify and hold harmless the Village and its officers, employees and agents from and against any and all liability in any way arising out of or resulting from the pyrotechnic display. In addition, no permit for a pyrotechnic display shall issue without:
  - i. Payment of a fee in the amount of \$500. Units of local government, whose jurisdiction includes a portion of the Village of Tinley Park shall be exempt from the payment of such fee. The State and Counties are not considered to be units of local government for purposes of this exemption.
  - ii. A certificate of insurance indicating that the applicant has general liability insurance covering bodily injury, property damage, and other claims related to the pyrotechnic display in a sum not less than \$1,000,000 with an insurer licensed to do business in the State of Illinois. The insurance coverage shall be an occurrence-based policy, and shall cover all periods of time when pyrotechnic materials are in the insured's actual and constructive possession. The certificate of insurance shall name the Village and its officers, employees and agents as additional insured. In addition, the certificate shall explicitly state on its face that the general liability coverage includes coverage relative to firework displays and that the policies shall remain in effect for at least 30 days after the firing;
  - iii. Verification that the lead pyrotechnic operator and distributor listed in the application possess valid State pyrotechnic operator and distributor licenses;
  - iv. Verification that all pyrotechnic assistants will be at least 18 years of age at the time of the display;
  - v. An inspection of the site by the Chief of the Fire Department or his designee and submission by the Chief or his designee of his written determination, that the display shall not be hazardous to property or endanger any person or persons and that the display can be performed in full compliance with applicable State and local regulations and the rules adopted by the State Fire Marshal.
  - vi. Submission of a cash bond to the Village in the amount of \$1,000 conditioned on compliance with all Village codes and ordinances.
  - vii. The submission to the Fire Department of sufficient information so that the Fire Department may file records relative to the pyrotechnic display with the State Fire Marshal's office.

#### 4. PERMIT ISSUANCE

- a. Permit Issuance. A permit may issue upon compliance with the above requirements. Permits shall be signed by the Chief of the Fire Department or his designee, and shall identify the lead pyrotechnic operator. Upon issuance, the possession, sale, storage, use or distribution of fireworks for such a display shall be lawful for the purpose of conducting the permitted display only. Permits issued pursuant to this Section are non-transferable to another person or entity.

#### 5. CONDUCT OF PERMITTED PYROTECHNIC DISPLAYS.

- a. A permitted pyrotechnic display of fireworks must be conducted in accordance with the following requirements and conditions:
  - i. The lead pyrotechnic operator of a display must have a copy of the display permit in his possession at all times during the preparation for, conduct of, and clean-up following a pyrotechnic display.
  - ii. Due to the hazardous nature of materials involved, no fireworks shall be stored on location prior to set up and show time.
  - iii. Pyrotechnic assistants setting up and shooting the fireworks display should be 18 years of age or older and be experienced and professional shooters.
  - iv. Sufficient security should be provided to keep all persons except company employees and authorized Village officials a minimum of 500 feet from the display during set up and firing or a minimum distance indicated by NFPA 1123 Code for Fireworks Display, whichever is greater.
  - v. The pyrotechnic distributor of the fireworks should have a current Illinois permit number.
  - vi. There shall be no trees, utility poles, or any type of obstruction within 50 feet of the firing range. The firing range shall be no less than 200 feet from railroads, highways, or general public or other structures, nor 600 feet from any hospital, asylum, or infirmary.
  - vii. The grass must be wetted down around the mortar eight hours before firing. This requirement may be waived by the Fire Chief or his designee if weather conditions warrant.
  - viii. The Fire Department shall be at the sight of the firing with equipment and manpower as necessary.
  - ix. In-ground mortars for launching pyrotechnics are prohibited.
  - x. The lead pyrotechnic operator, loaders, shooters and other pyrotechnic assistants shall wear tight-fitting noncombustible clothing and shall not have been under the influence of alcoholic beverages, drugs, or controlled substances for 12 hours before firing.
  - xi. No firing shall take place if the wind is at 20 miles an hour or above.
  - xii. All pyrotechnic displays indoor or outdoor shall be electronically ignited.
  - xiii. The pyrotechnic operator of the display and pyrotechnic distributor of the pyrotechnics used therein shall be responsible for the recovery of fireworks (aerial displays that did not fire).
    1. Recovery or the search for un-fired displays shall start immediately or, at a minimum, at sunrise.

2. The area of a misfired shell shall be guarded by the pyrotechnic operator at their cost from the time of the misfiring until the discovery of the shell.
  3. The cost of recovering the shell shall be borne by the pyrotechnic distributor.
- b. The pyrotechnic display must be conducted in full compliance with NFPA Standard 1126, Standard for Use of Pyrotechnics Before a Proximate Audience, 2006 Edition, which is incorporated herein by reference, to the extent the Standard is applicable to the specific display. Three copies of the Standard have been placed on file with the Village Clerk.
  - c. The pyrotechnic display must be conducted in full compliance with NFPA Standard 1123, Code for Fireworks Display, 2006 Edition, which is incorporated herein by reference, to the extent the Standard is applicable to the specific display. Three copies of the Standard have been placed on file with the Village Clerk.
  - d. The pyrotechnic display must be conducted in full compliance with and in compliance with NFPA Standard 160, Standard for Use of Flame Effects before an Audience, 2014 Edition, which is incorporated herein by reference, to the extent the Standard is applicable to the specific display. Three copies of the Standard have been placed on file with the Village Clerk.

#### **6. FLAME EFFECTS, SPECIAL EFFECTS FIREWORKS; PERMITS**

- a. Displays of flame effects or special effects fireworks, as those terms are defined in the State Acts, by professionals in conjunction with theatrical, musical, or other productions, are subject to the same permitting requirements as pyrotechnic displays above, and are permitted only upon issuance of such permit. Conduct of such displays must comply with applicable NFPA Standards, including, but not limited to, NFPA Standard 160, Standard for Use of Flame Effects before an Audience, 2014 Edition, and are subject to any additional conditions imposed by the Chief of the Fire Department that in his estimation are necessary for the public health, welfare and safety, and must be in strict conformance with State and local regulations.

#### **7. STORAGE**

- a. The storage of explosives and blasting agents within the Village is prohibited, with the exception of fireworks to be used for a permitted pyrotechnic display within 24 hours when such fireworks are stored in compliance with federal and State law and local regulations.

#### **SECTION 757-FLAMMABLE LIQUIDS**

*The following requirements are in addition to the requirements of Chapter 57, Flammable and Combustible Liquids of the Adopted 2012 International Fire Code. Any conflicts in code language shall be resolved as specified in Section 701.2.a of the VoTP amended code.*

## 1. GENERAL REQUIREMENTS

- a. The storage of flammable liquids in outside above-ground tanks is prohibited. New bulk plants for the manufacture, use or storage of flammable or combustible liquids are prohibited. Bulk storage of liquefied petroleum gas is prohibited
  - b. Bulk storage is hereby defined as a total of over one thousand (1,000) U.S. gallons capacity in any container or containers of liquefied petroleum gas or propane is prohibited. Notwithstanding the foregoing, the above ground storage of gasoline or fuel oil may be allowed when approved by a special use permit, provided said above ground storage meets the following requirements. Liquefied petroleum gas or propane is prohibited.
  - c. EXCEPTION: Above ground storage of flammable or combustible liquids is not allowed except when approved by a special use permit meeting the following requirements:
    - i. A limit of one (1) tank, no larger than 2,000 U.S. Gallons.
    - ii. Cannot be located within 1,000 feet of residential property.
    - iii. Tank and dispensing equipment must meet all NFPA standard requirements and must have U.L. Underwriters) or Factory Mutual approval.
    - iv. Meet all requirements of Illinois State Fire Marshal.
    - v. Storage is prohibited inside any building.
    - vi. Leak containment must be 110% of the tank volume and must include any underground piping.
    - vii. Unprotected steel or fiberglass tanks are prohibited.
    - viii. A two (2) hour fire rated construction is required for tank construction to protect from exposure fires.
    - ix. Approved leak detection must be provided.
    - x. Spill containment must be provided.
    - xi. Approved protection will be provided around the tank to insure against damage from motor vehicles.
    - xii. Ordinary combustibles, i.e. wood, paper, cloth, trash, etc. must be kept a maximum of 20 (feet) away from all tank storage.
    - xiii. Approved only for storage of gasoline or fuel oil.
2. All Articles in the National Fire Protection Association's National Fire Code pertaining to flammable liquids (NFPA 30, Flammable and Combustible Liquids Code) other than the above shall be complied with.

## CHAPTER VIII PROPERTY MAINTENANCE CODE

**Section 800: Deletions and Amendments** The following deletions and amendments to the 2012 International Property Maintenance Code shall be incorporated into this chapter.

Section 101.1 Title. Amend this section to read as follows: These regulations shall be known as the Property Maintenance Code of the Village of Tinley Park, hereinafter referred to as “this code”.

Section 102.3 Application of other codes. Amend this section to read as follows: Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the adopted ICC Codes 2012 as indicated in the Tinley Park Building Code as amended. Nothing in this code shall be construed to cancel, modify or set aside any provisions of the Tinley Park Zoning Codes.

Section 111.1 Application for appeal: Delete this section and refer to Section 100.L of the Chapter I of this Code.

Section 111.8 Stays of enforcement. Amend as follows: Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the Building Committee.

Section 201.3 Terms defined in other codes. Amend as follows: Where terms are not defined in this code and are defined in the adopted Tinley Park Comprehensive Building Code as amended, such terms shall have the meanings ascribed to them as in those codes.

Section 302.4 Weeds. Amend as follows: All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Each notice of violation shall be valid for entire calendar year.

Section 304.7 Roofs and drainage. Amend as follows: The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance and the discharge hose must be at least five (5) feet away from all property lines. Sump pump discharges must be directed to the rear of the property and must be at least ten (10) feet from property lines.

Section 304.14 Insect Screens. Amend as follows: During the period from April 15<sup>th</sup> to October 15<sup>th</sup>, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than



sixteen (16) mesh per inch, and every screen door used for insect control shall have self-closing devices in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans are employed.

Section 602.3 Heat Supply. Amend as follows (not including exceptions): Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof, shall supply the use of a heat during the period from September 1<sup>st</sup> to May 15<sup>th</sup> to maintain a temperature of not less than 68 degrees F in all habitable rooms, bathrooms and toilet rooms.

Section 602.4 Occupiable work spaces. Amend as follows: Indoor occupiable work spaces shall be supplied with heat during the period from September 1<sup>st</sup> to May 15<sup>th</sup> to maintain a temperature of not less than 65 degrees F during the period the spaces are occupied.

Section 603.1 Mechanical appliances. Amend as follows: All mechanical appliances, solid fuel-burning appliances, cooking appliances, cooling appliances, refrigeration appliances, freezing appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended functions.

### **302.3.1 Parking Lot and Private Commercial Roadways.**

It is the intent of this Section to provide a uniform guideline for the maintenance of, and subsequent submittal requirements for permits for the maintenance of, existing and future private and public parking lots and private roadways in the Village and for resurfacing and reconstruction.

#### Definitions:

- A. Parking Area: The parking area is to be defined as the pavement required for the number of parking stalls needed to accommodate the business customers and employees of the owners/tenants served by said parking lots as determined by Village ordinance and/or as determined and installed by the owner thereof, whichever is greater. The parking area covers striping, signage, lighting, drainage, and the ingress/egress areas to the business. The parking area also includes delivery and loading dock pavement. Related landscaped areas are also included.
- B. Street, Private: Any right of way or area set aside to provide vehicular access within a development that is not dedicated or intended to be dedicated by the Village and is also not maintained by the Village.

- C. Application: The parking area shall be inspected and evaluated in unison with the property owner. After inspection, if the following items are determined to exist the owner will be notified in writing of the deficiencies.
- 1) When the pavement begins to fail (i.e., potholes, severe settlement or heaving, tripping hazards, asphalt failure due to sub-base failure, severe cracking) as determined by the Code Compliance Officer or Department of Public Works.
  - 2) When the pavement condition presents a hazard to vehicular and/or pedestrian traffic.
  - 3) When curb and gutter and utility structures have failed.
  - 4) When the striping and signage become unrecognizable or does not meet current standards.
  - 5) When there is a change in use, or additions are being made.
  - 6) When sidewalks become out of repair or dangerous (e.g. a difference in inches between any two adjacent slabs).
  - 7) All pavements are to meet the minimum requirements of the Village of Tinley Park Development Ordinance, the IDOT Standard Specifications for Road and Bridge Construction, the International Property Maintenance Code, and the Illinois Accessibility Code, current editions.
- D. Enforcement: After an inspection of the property deficiencies, a written notice of the deficiencies will be provided to the property owner for response.
- E. Application/Submittal for Permit.  
A copy of the original approved design plans should be used for reference, where practical. The plan submittals are to delineate the proposed improvements including repair strategy, extent of repairs or modifications, and location. Four copies of the repair plans are to be submitted for review and comments, including a cost estimate.
- F. Repairs
- 1) Pavement
    - a) When pavement removal has been determined to be necessary (i.e.: severe alligating, potholes, etc.), the pavement is to be repaired in accordance with the Village Development Ordinance and the IDOT standard Specifications for Road and Bridge Construction, Section 440 Pavement Rehabilitation, current editions. The pavement shall be neatly saw cut before removal. The asphalt is to be

removed and replaced with the required pavement cross-section. Should the sub-base be determined to be unstable, a proof roll may be required to determine the scope of repairs. If the sub-base is determined to be failing after the asphalt has been removed, then the appropriate repairs will be required.

- b) All patching areas will be re-graded and compacted. The saw cut asphalt edges require prime before the asphalt is replaced. For areas where the complete asphalt surface has been removed, aggregate prime coat shall be installed per the current specifications.
- c) All necessary milling to maintain drainage is to be shown in plan.
- d) Milling is required around any structure that is not to be adjusted or repaired.
- e) Milling is required where asphalt surface meets concrete surfaces.
- f) Milling is required along all B-6. 12 type curbs. Asphalt overlays within gutters are not permitted without Village approval.
- g) Milling is required along all "B" type curb if the height of the curb shall be 3 inches or less after the overlay.
- h) Milling of large cracks and sealing, the use of geo-textile fabric for alligatored areas and longitudinal cracks may be considered by the Village Engineer for less severe failures.
- i) A butt joint is required where existing pavement meets new pavement.
- j) Pavement area shall be mechanically swept clean before prime coat is applied at the required application rate. Apply prime, in advance of paving, following the Village of Tinley Park and IDOT specifications, current editions. The use of aggregate (sand) for prime is recommended if traffic will be allowed through the construction area.
- k) A geotechnical engineer is recommended to be present for all paving operations to verify that the proper compaction is being obtained. Paving is to be installed per the Village of Tinley Park and IDOT specifications, current editions.
  - 1) Concrete pavement shall be patched in accordance to the IDOT Standard Specifications for Road and Bridge Construction, Section 442 Pavement Patching, current edition.
  - 2) Manhole Structures (storm, sanitary, water)

- a) All structures in the paved areas shall be reconstructed as necessary to maintain planned drainage and integrity of the structure.
  - b) Broken or deteriorated adjusting rings shall be replaced. Two (2) adjusting rings totaling eight (8) inches maximum is required. Adjusting rings shall be of a recycled rubber material.
  - c) All broken castings and lids shall be replaced.
  - d) Adjustments to any valve vaults or sanitary sewer structures shall obtain the approval of the Public Works Department.
  - e) Use of frame insets shall be permitted.
  - f) Structures and manhole lids shall be cleaned after paving.
- 3) Curb and sidewalks
- a) All curb that is broken, not allowing proper drainage, missing, or creates a trip hazard is to be replaced.
  - b) All sidewalk that is broken, missing, or creates a trip hazard shall be replaced.
  - c) Spalled or deteriorated sidewalk shall be replaced when it fails to meet the **2021** edition of the International Property Maintenance Code
  - d) Curb and sidewalk shall be replaced in accordance to the current Village Standards.
- 4) Lighting
- a) Lighting shall be verified after reconstruction of the parking lot to assure that damage has not occurred.
- 5) Signage and Striping
- a) Signage and Striping shall be updated to the current standards.
  - b) The originally approved striping plans, including the required amount of handicapped parking stalls as specified by Chapter 11 of the **2021** edition of the ICC International Building Code, current edition of the Illinois Accessibility Code and the ADA, shall be

used unless current standards require changes. Any changes to the plan not otherwise required by the Village shall be approved by the Building Department.

- c) Handicapped parking spaces and signs shall comply with Chapter 11 of the **2021** edition of the ICC International Building Code and current edition of the Illinois Accessibility Code.
  - d) Two (2) coats of paint are required for re-stripping applications.
  - e) All signposts shall conform to the current Village codes and/or standards and shall be plumb and securely embedded into the pavement.
  - f) All sign panels missing, illegible or lacking reflectivity shall be replaced to meet the current Village codes and/or standards.
- 6) Grading within the parking lot (islands)
- a) All areas within the parking lot shall be graded to drain, and settled areas filled in.
  - b) Plans for any alterations to the existing parking lot islands shall be submitted for approval.
- 7) Traffic Control
- a) It is the responsibility of the permit applicant to provide advance warning and safe access to the adjacent businesses during construction.
  - b) Proper notification shall be provided prior to the start of construction.
  - c) The construction area shall be properly barricaded, and any required informational signs shall be provided and maintained.
  - d) The storage of equipment and construction material shall be confined to areas that are well lit and properly barricaded. At no time shall the area block drainage areas, fire hydrants, fire lanes, or entrance/exits.

**302.8 Motor vehicles.** Except as provided for in other regulations, no inoperative, unlicensed or unregistered motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

**302.8.1 Motor vehicle parking.** No motor vehicle shall be parked on any lot unless parked on a concrete or asphalt driveway.

**308.4 Size of dumpsters/containers.** All dumpsters/containers shall be of sufficient size to accommodate all garbage and disposable items generated by the premises they serve for a minimum of one (1) pickup per week. If in the judgment of the Code Compliance Officer, the accumulation of garbage and disposable trash is consistently greater than the capacity of the provided dumpster/container, the Code Compliance Officer shall direct the responsible person to increase the size of the dumpster/container or increase the number of pick ups per week. Failure to comply shall be a violation of this code and result in the fines and penalties as prescribed by code.

**308.4.1 Dumpster Storage Areas.** All outdoor dumpster/container collection and storage areas shall be completely obscured from surrounding property by a solid screen six (6) feet in height constructed of masonry, wood, plastic, or material approved by the Code Compliance Officer and the dumpster/container must be set on a surface of concrete or asphalt. All existing storage areas not screened in accordance with this code shall comply within one (1) year of this code or within 6 months of notification by the code official. Any screened areas in a damaged condition, must be repaired within 14 days of such notification by the Code Compliance Officer. Failure to obtain an extension to make repairs after the 14 days shall require the area to conform to this code. Construction dumpsters stored on site for a temporary period not exceeding 60 days need not conform to this code.

**309.1 Infestation.** All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes (by a licensed qualified contractor) that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation. A copy of the most recent exterminator's report is required, as proof of service.

**309.1.1 Proof of Extermination**

The owner of any rental unit shall provide proof that the unit had been exterminated prior to tenant occupying unit, if requested.

**404.5 Overcrowding**

The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of the Building Official, endanger the life, safety or welfare of the occupants.

**404.5.2 Area for sleeping purposes:** Only rooms designated as bedrooms may be occupied for sleeping purposes and/or considered to be rooms occupied for sleeping purposes. Every room occupied for sleeping purposes (bedroom) shall contain at least fifty (50) square feet of floor area for each occupant thereof.

**Section 810 Boarding Standards** All boarding sheets shall be painted an approved color. The maximum time for any boarding shall be eight (8) weeks.

**Appendix A (Boarding Standards)** shall be considered part of this code.

## **CHAPTER IX - MAINTENANCE OF PUBLIC STREETS AND RIGHT-OF-WAYS**

### **SECTION 900 – CLEANING OF STREETS**

#### **A. General**

The current adopted Village of Tinley Park Code of Ordinances is hereby incorporated into this Code, and is as effective and binding as if fully set forth herein.

### **SECTION 901 – STREET & ALLEY LITTERING**

All streets and alleys adjoining the construction site shall be kept clean and free of all mud, waste, and debris caused by construction operations. Such materials shall be removed from the public way immediately.

### **SECTION 902 - RESPONSIBILITY**

The applicant to whom a building permit has been issued shall be responsible for policing all streets and alleys adjoining the site of his operations and he shall be liable for any fines or penalties relating to Sections 900, 901, 903 and 904.

### **SECTION 903 – SPOIL PILES, EXCESS EARTH, BUILDING MATERIALS, ETC.**

Streets and public right-of-ways shall not be used for storage of these materials and they shall be deposited away from the right-of-way a sufficient distance to prevent sliding, spilling, or washing onto public property.

### **SECTION 904 – DUMPSTERS, CONTAINERS FOR DEBRIS, ETC.**

No dumpsters, or other containers for debris, shall be placed on, or shall project into, any improved street or public right-of-way.

## **CHAPTER X – ACCESSIBILITY STANDARDS**

### **SECTION 1000 - GENERAL**

The current provisions of "accessibility standards" adopted by the State of Illinois Capital Development Board and the State of Illinois Accessibility Code 1997 edition and Chapter 11 International Building Code 2012 are hereby adopted as the standards of minimum requirements for facilities for disabled persons in public buildings, and each and all of the regulations, provisions, conditions and terms of the aforesaid provisions are hereby referred to, adopted and made a part hereof, as if fully set out in this Ordinance.

#### **SECTION 1001 – GENERAL - DESIGN**

Buildings and facilities shall be designed and constructed to be accessible in accordance with the current edition of the State of Illinois Accessibility Code and Chapter 11 of the International Building Code 2012 and the 2009 ICC A117.1.

#### **SECTION 1002 – PLANS & SPECIFICATIONS**

No building permit or other official authorization for construction by any person is valid unless said building permit recites that the plans and specifications for such structure meets the minimum accessibility requirements provided for by this Ordinance.

#### **SECTION 1003 - AUTHORITY**

Any person, firm, or corporation violating any of the provisions of this Ordinance shall upon conviction be fined not less than One Hundred (\$100.00) Dollars, nor more than Seven Hundred Fifty (\$750.00) Dollars. A separate offense shall be deemed committed on each day during, or on which, a violation occurs or continues.

## **CHAPTER XI - DANGEROUS AND ABANDONED BUILDINGS AND STRUCTURES**

#### **SECTION 1100 - DEFINITIONS**

As used in this Chapter, the following words and terms shall have the meanings prescribed herein:

##### Abandoned Building or Structure

- A. Any vacant building which is frequented by persons who are not lawful occupants of such structure.
- B. Any vacant building which, by reason of lack of maintenance, or by reason of the boarding up of its doors and windows, or other reasons, has a substantial adverse effect on the value of the property in the immediate neighborhood.
- C. A building or structure, the principal use of which has been abandoned, and that no longer has any function or use.



- D. Any vacant building which has had its doors or windows boarded up for emergency reasons for a period of in excess of eight (8) weeks.

#### Building or Structure

Includes anything constructed or erected, the use of which requires permanent or temporary location on or in the ground including, but not limited to, buildings of all types and use groups, advertising signs, billboards, swimming pools, sheds, garages, fences or any other manmade structure.

#### Dangerous Building or Structure

- A. Any building or structure which is dangerous to the public health or safety because of its construction or condition, or which may cause or aid in the spread of disease or which may become a harborage for rodents or other animals, or which may cause injury to the occupants thereof or of a neighboring building or structure.
- B. Any building or structure which, because of faulty construction, age, lack of proper repair or any other cause, constitutes or creates a fire hazard.
- C. A building or structure, the principal use of which has been abandoned, and that no longer has any function or use.
- D. Any vacant building which has had its doors or windows boarded up for emergency reasons for a period of in excess of eight (8) weeks.

### **SECTION 1101 – NUISANCE DECLARED**

Any dangerous or abandoned building or structure, as defined by Section 1200 of this Chapter, within the Village is hereby declared to be a nuisance.

### **SECTION 1102 – MAINTENANCE/OCCUPANCY OF DANGEROUS OR ABANDONED BUILDINGS OR STRUCTURES**

It shall be unlawful to maintain or permit the existence of any dangerous or abandoned building or structure in the Village, and it shall be unlawful for the owner, occupant or person in custody of any dangerous building to permit the same to remain in a dangerous condition, or to occupy such building or permit it to be occupied while it is or remains in a dangerous condition.

### **SECTION 1103 – OCCUPYING UNSANITARY BUILDINGS OR STRUCTURES**

It shall be unlawful to occupy for human habitation any building or structure which is declared by the Property Code Compliance Officer, or Health Officer and State Certified Plumbing

Inspector to be unfit for such habitation by reason of defective sanitary conditions until such conditions have been remedied and the premises approved by the Property Code Compliance Officer or Health Officer as fit for occupancy.

#### **SECTION 1104 – ACTION BY VILLAGE OFFICIALS**

- A. Notice: Whenever it shall come to the knowledge of the Building Official, or any Village Inspector, that a building or structure is in a dangerous or abandoned condition, such official shall affix a notice on the building or structure, in a conspicuous place on the exterior wall thereof, informing all persons to keep out of said building.
- B. Evacuation of Building: Whenever it shall come to the knowledge of the Building Official, or any Village Inspector that a dangerous building exists with structural faults that may cause the imminent collapse of the said building, or if any building is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants, or that other conditions exist of an emergency nature which may cause the death or injury of the occupants thereof, such officer shall order the immediate evacuation of the occupants from any such building.
- C. Emergency Repair, Vacation or Demolition: In cases where it reasonably appears that there is immediate danger to the lie or safety of any person, unless a "dangerous building or structure", as defined herein, is immediately repaired, vacated or demolished, the Building Official or his designee shall cause the immediate repair, vacation or demolition of such dangerous building or structure. The costs of such emergency repair, vacation or demolition shall be collected in the same manner as provided in Section 1209.

#### **SECTION 1105– AUTHORITY TO CLOSE BUILDING, SUSPEND OR REVOKE LICENSE**

- A. The Building Official or any Village Inspector may order that no person shall be permitted to enter, occupy or use a dangerous building or structure or any portion thereof until the same shall have been made safe and habitable, and may post such order in a conspicuous place on the exterior of such building or structure. No person shall enter, occupy or use (except for the purpose of repairing and making safe) any building or structure, or portion thereof, after the posting of such notice until such building or structure or portion thereof shall have been made safe and habitable.
- C. If any building or structure or portion thereof which is dangerous or abandoned shall be devoted to any purpose requiring a license, the license may be suspended in accordance with the Municipal Code pending the making of repairs; the Village may begin revocation proceedings the regard to such license if the owner or person having an interest in such dangerous or abandoned building or structure or portion thereof fails to make the same safe immediately and at the Owner's expense.

**SECTION 1106 – COST TO OWNERS**

If work has been done and expense incurred by the Village in connection with the repair and demolition of any dangerous building or structure as provided herein, a bill for such expense shall be rendered by the Village to the owner, lessee, occupant or agent of the property. The Village may refuse to issue a permit for the reconstruction, alteration or repair of any such building or portion thereof until the expenditures incurred by the Village on account of such repairs or demolition have been repaid.

**SECTION 1107 – BOARDING UP BUILDINGS**

- A. Every owner or occupant of a building shall maintain all doors and windows therein with glass or such other glazing materials as are permitted by the Village of Tinley Park Comprehensive Building Code.
- B. No owner or occupant of a building shall enclose, nor permit the enclosure, of any door or window by enclosing or covering any door or window with plywood, masonite, particle board or other lumber product (so-called boarding-up).
- C. Nothing in this Chapter shall prohibit:
  - 1. The boarding-up of buildings damaged by fire, tornado or other catastrophe for a period not to exceed eight (8) weeks, provided, however, the period of such permitted board-up may be extended by the Building Official.
  - 2. The Chiefs' of Police and Fire Department, Building Official or any Village Inspector, from causing a building to be boarded up when it is otherwise authorized by law for such official to do so, or when the public health, safety and welfare are endangered by the condition of any such building. Refer to Appendix A of IPMC and Chapter 8 for Boarding Standards.

**SECTION 1108 - ABATEMENT**

- A. The Building Official or any Village Inspector may, prior to the action of the Board of Trustees authorized in Section 1209 hereof, give written notice to the owner or owner's agent of a dangerous or abandoned building or structure, as defined herein, to repair or demolish it within fifteen (15) days. Where, upon diligent search, the identity or whereabouts of the owner or owner's agent of any building or structure is not ascertained, notice mailed to the person or persons in whose name such real estate was last assessed is sufficient notice under this Section.
- B. If, at the end of no less than thirty (30) days from the date of the aforesaid written notice, the owner or owner's agent has failed to take positive action to put such building or structure in a satisfactory condition or to demolish it, the Building Official , or their

designee shall notify the Village Manager of such failure, and the Village Manager shall advise the President and Board of Trustees that a dangerous or abandoned building or structure exists and that no action has been taken by the owner or owner's agent after written notice to repair or demolish it.

### **SECTION 1109 – COURT PROCEEDINGS**

After notification to the President and Board of Trustees by the Village Manager that no action is being taken to demolish or repair a dangerous or abandoned building or structure, the President and Board of Trustees may authorize the Village Attorney to apply to the Circuit Court of Cook or Will County for an order authorizing the demolition or repair of a dangerous or abandoned building or structure, as defined herein, in addition to the penalties provided for in Section 1211, if the owners thereof, including the lien holders of record after at least thirty (30) days' written notice by mail to do so, have failed to put such building or structure in a satisfactory condition or to demolish it. It is not a defense to such cause of action that the building is boarded up or otherwise enclosed, where, upon diligent search, the identity or whereabouts of the owner or owners of any such building or structure, including the lien holders of record, is not ascertainable, notice mailed to the person or persons in whose name such real estate was last assessed is sufficient notice under this Section. The cost of such demolition or repair incurred by the Village or by a lien holder of record is recoverable from the owner or owners of such real estate and is a lien thereon, which lien is superior to all prior existing liens and encumbrances, except taxes, provided that the Village or the lien holders of record who incurred such cost and expense shall file notice of lien of such cost and expense incurred in the office of the Recorder of Deeds of Cook or Will County or in the Office of the Registrar of Titles of Cook or Will County, if the real estate affected is registered under the Torrens system, whichever is applicable. The notice must consist of a sworn statement setting out:

- A. A description of the real estate sufficient for identification thereof.
- B. The amount of money representing the cost and expense incurred.
- C. The date or dates when the cost and expense was incurred by the Village or by the lien holder of record.

Upon payment of the cost and expense, including the cost of recording the notice and, in addition, the payment of a \$50.00 release fee, by the owner of or persons interested in the property after notice of lien has been filed, a release of the lien by the Village or person in whose name the lien has been filed shall be delivered to the person so paying the cost and expenses. The lien may be enforced by proceedings to foreclose as in case of mortgage or mechanic's lien.

### **SECTION 1110 – ALTERNATIVE ACTIONS**

In addition to the other remedies provided for herein, the Village may proceed in accordance with the provisions of Chapter 24 of the Illinois Revised Statutes, or may pursue any other remedy provided by law.

**SECTION 1111 - PENALTY**

The violation of any provision of this Chapter shall be punished by a fine of not less than One hundred dollars (\$100.00), nor more than seven hundred fifty dollars (\$750.00). Each day a violation of any provision of this Chapter shall continue shall constitute a separate offense. Imposition of any penalty for a violation of this Chapter shall not be construed as a waiver of the right of the Village to collect the costs of demolition or repair of any dangerous or abandoned building or structure as provided by the provisions of this Chapter.

**CHAPTER XII- DEMOLITION OF BUILDINGS AND STRUCTURES****SECTION 1200 – GENERAL REQUIREMENTS****A. Scope.**

The rules and regulations of this section shall apply to all buildings and structures or portions thereof, which are to be demolished or removed from the site.

License required. All contractors engaged in the demolition of buildings or structures shall be licensed by the Village of Tinley Park, Cook and Will Counties, Illinois to perform such work.

Bond required. All contractors engaged in the demolition of buildings or structures, prior to issuance of any permit shall furnish to the Village a bond in amount of \$20,000.00, secured by a surety company which is acceptable to the Village of Tinley Park, Illinois. Bond shall be payable to the Village and shall, in effect, guarantee that contractor will comply with all requirements of this code and all applicable Village ordinances and codes.

**B. Permits**

A permit is required for all work covered by this Chapter.

Exception: The removal of sheds, fences, decks, gazebos and aboveground pools.

**SECTION 1201 – PROCEDURES****A. Service Connections:**

The Owner or Designated Agent shall be responsible for complying with all County and IEPA requirements. Before a permit to demolish can be issued, the owner or agent shall notify all utility companies having service connections to the building, i.e.; electric, gas, telephone and other connections.

B. Water and Sewer Connections:

All water service lines, sanitary and storm sewers shall be disconnected and removed or severed at the main. After lines are disconnected do not backfill until work has been approved by Public Works Department of the Village of Tinley Park.

Notify the Village Department of Public Works twenty-four (24) hours in advance before making any water or sewer disconnections. All water meters shall be returned to the Department of Public Works.

C. Removal of Materials:

All wood and other combustible and organic materials shall be removed from the site. All excess building materials shall be removed from the site.

D. Backfilling:

All excavations shall be filled-in, level with existing grades, with clean earth, sand, Site shall be leveled off to provide suitable drainage. Site shall also be seeded and blanketed.

E. Storage Tanks

Non-hazardous materials. Septic tanks and cisterns and other underground tanks not containing hazardous materials shall be removed and excavation backfilled or tanks shall be completely filled with lake sand.

Hazardous materials. Underground storage tanks used for storage of hazardous, flammable, combustible or other materials listed by the current "Illinois Right-to-Know Law" shall be removed from the premises within ninety (90) days of Abandonment". A copy of the State Fire Marshal's permit shall be provided to the Village of Tinley Park.

F. Curbs and Public Walks

Upon completion of work, all existing public walks, curbs and/or Village right-of-ways shall be restored to a safe and useable condition.

G. Street Openings, etc.

Openings, excavation or tunneling of any street, alley or other public place in the Village shall be in compliance with CHAPTER IV, Section 400 D.

## **CHAPTER XIII Reserved**

Permit and inspection fees have been relocated in the Table of Special Ordinances, Table XI Comprehensive fee schedule ord. 2019-O-081

### **SECTION 7**

#### **Interpretation**

1. In their interpretation and application, the provisions of this code shall be held to be the minimum requirements for the promotion of the public health, safety and welfare.
2. Where the conditions imposed by a provision of this code upon the construction, alteration or maintenance of buildings or structures are either more restrictive or less restrictive than comparable conditions imposed by any other provision of this code or of any other applicable law, ordinance, resolution, rule or regulation, the regulations which are more restrictive or which impose higher standards or requirements shall govern.
3. This code is not intended to abrogate any easement, covenant or any other private agreement, provided that where the regulations of this code are more restrictive or impose higher standards or requirements than such easement, covenant or other private agreement, the requirements of this code shall govern.
4. No building or structure which was not lawfully existing at the time of the effective date hereof shall become or be made lawful solely by reason of the adoption of these provisions; and to the extent that, and in any manner that such building or structure is in conflict with the requirements of this code, said building or structure remains unlawful hereunder.
5. Nothing contained in this code shall be deemed to be a consent, license or permit to locate, construct or maintain any building, structure or facility, or to carry on any trade, industry, occupation or activity.

### **SECTION 8**

#### **Validity**

That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Village of Tinley Park hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

### **SECTION 9**

#### **Saving Clause**

That nothing in this legislation or in the Building Code of Tinley Park (2022) hereby adopted shall be construed to affect any suit or proceedings impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 1 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

### **SECTION 10**

**Effective Date**

That the Village Clerk is hereby ordered and directed to cause this legislation to be published. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

**PASSED** this 19<sup>th</sup> day of April, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 19<sup>th</sup> day of April, 2022, by the President of the Village of Tinley Park.

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk



**PAMPHLET**

**BACK OF PAMPHLET**

**ORDINANCE NO.**

**ESTABLISHING MINIMUM REGULATIONS GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, RELOCATION, ENLARGEMENT, EQUIPMENT, REPAIR, DEMOLITION, REMOVAL, CONVERSION, USE AND MAINTENANCE OF ALL BUILDINGS AND STRUCTURES; PROVIDING FOR THE ISSUANCE OF PERMITS, COLLECTION OF FEES, MAKING OF INSPECTIONS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS.**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.





Interoffice

Issued/Approved by: Stephen C. Klotz, Fire Chief Administrator

Memo

Signature of Stephen C. Klotz

Memo #22-55

Date: April 13, 2022
To: Pat Carr, Village Manager
From: Stephen Klotz, Fire Chief Administrator
Subject: Apparatus Purchase Request

The Fire Department is submitting this proposal as part of the FY22 budget for new apparatus. The budget contains approved capital request for this purchase is in the amount of \$700,000, and is designated for an Engine Company. This request includes the contributions from the TPFD Association, and by using prepayment options. This apparatus is being purchased through the Houston-Galveston Area Council (HGAC) Consortium bidding proposal.

Pricing Summary:

Sale Price- \$830,000.00

100% Performance Bond:

Included in the sale price

100% Prepayment Option:

The Village of Tinley Park may elect to make a 100% prepayment and we will receive a discount of \$32,514.00. This will change the sale price to \$797,486.00. We have prepaid our apparatus in the past.

Table with 2 columns: Item and Amount. Rows include New Engine Company (\$830,000.00), Performance Bond (Included in sale price), Prepayment Award (\$32,514.00), TPFD Association Contribution (\$159,497.00 (20%)), and TOTAL (\$637,989.00).

SCK/mb

Attachment: MacQueen Proposal



**MACQUEEN  
EMERGENCY**

PERFORM LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

March 29, 2022

Fire Chief Steve Klotz  
Village of Tinley Park  
17355 S. 68<sup>th</sup> Court  
Tinley Park, IL 60477

**Subject: Proposal for One (1) Pierce Enforcer Pumper  
Proposal / Bid 612**

Dear Fire Chief Klotz,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **\$830,000.00\***

*\*Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**100% Performance Bond:**

Included in the sale price.

**100% Prepayment Option:**

Should the Village of Tinley Park elect to make a 100% prepayment at contract execution, a discount of (**\$32,514.00**) can be subtracted from the above "Total Sale Price" resulting in a revised contract price of **\$797,486.00**.

**Terms and Conditions:**

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Tinley Park, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 21.5-23.5 months from receipt and acceptance of contract.



**MACQUEEN**  
EMERGENCY



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days. **May 1<sup>st</sup>, 2022 there will be an increase to the Sale Price of approximately 7.5%.**

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 815-693-9015 or [vince.baudek@macqueengroup.com](mailto:vince.baudek@macqueengroup.com).

We wish to thank the Village of Tinley Park for the opportunity to submit our proposal.

Respectfully,

*Vince Baudek*

Vince Baudek  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group



## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and Village of Tinley Park, (customer) is effective as of the date specified in Section 3 hereof.

### 1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

### 2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

### 3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

### 4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$830,000.00 ("Purchase Price"). Prices are in US Funds.

**NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.**

### 5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

### 6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.



## 7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

## 8. Delivery, Inspection, and Acceptance

### a. Delivery

Delivery of the Product is scheduled to be within 21.5-23.5 months of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

### b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

## 9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

**MacQueen Equipment, LLC**  
1125 7th Street East  
St. Paul, MN 55106

**Village of Tinley Park**  
Fire Chief Steve Klotz  
17355 S. 68th Court  
Tinley Park, IL 60477

## 10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

### a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

### b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,



regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

#### 11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

*The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.*

#### 12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

#### 13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

#### 14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

#### 15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

#### 16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

#### 17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

#### 18. Facsimile Signatures

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.





**19. Entire Agreement**

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen’s authorized representative.

**20. Conflict**

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

**21. Additional Orders**

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer’s price increases or Producer’s Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a “separate” Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

**22. Signatures**

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen’s authorized representative.

Accepted and Agreed to:

**MACQUEEN EQUIPMENT, LLC**

**VILLAGE OF TINLEY PARK**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS**

MacQueen Equipment, LLC  
 1125 7th Street East  
 St. Paul, MN 55106

Customer Name Village of Tinley Park      Date April 8, 2022

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Pumper	\$830,000.00*

*\*Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**PERFORMANCE BOND:**

**Included in the contract price.**

**100% PREPAYMENT OPTION:**

**DUE AT CONTRACT EXECUTION TO BE APPLICABLE.**

**If 100% prepayment is made with contract, deduct \$32,514.00 from contract price.**

**Payment due with contract is \$797,486.00. *Initial here to accept:***

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

**“PAYMENT TERMS”**

**100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).**

**“TAXES”**

**Federal, State, and Local Taxes are not included in the contract price.**

**“LATE PAYMENT”**

**A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.**

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 8, 2022 BETWEEN MACQUEEN AND Village of Tinley Park (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

**Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)?  Yes    No**

**If not, please provide correct name and address to be listed on CO.** \_\_\_\_\_

**Is there a lienholder?  Yes    No**

**If yes, please provide lienholder information.** \_\_\_\_\_



**EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES**

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 612 Dated 3/29/2022 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**



**EXHIBIT C - PROPOSAL**

**SEE PROPOSAL FOR Bid Number 612 Dated 3/29/2022 .**

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

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**RESOLUTION**  
**NO. 2022-R-034**

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**A RESOLUTION APPROVING THE PURCHASE OF A FIRE ENGINE IN THE AMOUNT  
OF \$830,000**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

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**RESOLUTION NO. 2022-R-034****A RESOLUTION APPROVING THE PURCHASE OF A FIRE ENGINE IN THE AMOUNT OF  
F\$830,000**

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with MacQueen Equipment, LLC, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 19<sup>th</sup> day of April, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 19<sup>th</sup> day of April, 2022, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

### **Fire Engine Purchase Agreement**

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-034, “A RESOLUTION APPROVING THE PURCHASE OF A FIRE ENGINE IN THE AMOUNT OF \$830,000,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
 VILLAGE CLERK





MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

March 29, 2022

Fire Chief Steve Klotz  
Village of Tinley Park  
17355 S. 68<sup>th</sup> Court  
Tinley Park, IL 60477

**Subject: Proposal for One (1) Pierce Enforcer Pumper  
Proposal / Bid 612**

Dear Fire Chief Klotz,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **\$830,000.00\***

*\*Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**100% Performance Bond:**

Included in the sale price.

**100% Prepayment Option:**

Should the Village of Tinley Park elect to make a 100% prepayment at contract execution, a discount of (\$32,514.00) can be subtracted from the above "Total Sale Price" resulting in a revised contract price of **\$797,486.00**.

**Terms and Conditions:**

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Tinley Park, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 21.5-23.5 months from receipt and acceptance of contract.



MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days. *May 1<sup>st</sup>, 2022 there will be an increase to the Sale Price of approximately 7.5%.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 815-693-9015 or [vince.baudek@macqueengroup.com](mailto:vince.baudek@macqueengroup.com).

We wish to thank the Village of Tinley Park for the opportunity to submit our proposal.

Respectfully,

*Vince Baudek*

Vince Baudek  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group



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## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and Village of Tinley Park, (customer) is effective as of the date specified in Section 3 hereof.

### 1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

### 2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

### 3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

### 4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$830,000.00 ("Purchase Price"). Prices are in US Funds.

**NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.**

### 5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

### 6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.



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**7. Cancellation/Termination**

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

**8. Delivery, Inspection, and Acceptance**

**a. Delivery**

Delivery of the Product is scheduled to be within ~~21.5-23.5 months~~ of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

**b. Inspection and Acceptance**

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

**9. Notice**

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

**MacQueen Equipment, LLC**  
1125 7th Street East  
St. Paul, MN 55106

**Village of Tinley Park**  
Fire Chief Steve Klotz  
17355 S. 68th Court  
Tinley Park, IL 60477

**10. Standard Warranty**

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

**a. Disclaimer**

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

**b. Exclusions of Incidental and Consequential Damages**

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,



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regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

#### 11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

*The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.*

#### 12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

#### 13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

#### 14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

#### 15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

#### 16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

#### 17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

#### 18. Facsimile Signatures

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.



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This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen’s authorized representative.

**20. Conflict**

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

**21. Additional Orders**

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer’s price increases or Producer’s Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a “separate” Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

**22. Signatures**

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen’s authorized representative.

Accepted and Agreed to:

**MACQUEEN EQUIPMENT, LLC**

**VILLAGE OF TINLEY PARK**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS**

MacQueen Equipment, LLC  
 1125 7th Street East  
 St. Paul, MN 55106

Customer Name Village of Tinley Park Date April 8, 2022

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Pumper	\$830,000.00*

*\*Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**PERFORMANCE BOND:**

Included in the contract price.

**100% PREPAYMENT OPTION:**

DUE AT CONTRACT EXECUTION TO BE APPLICABLE.

If 100% prepayment is made with contract, deduct \$32,514.00 from contract price.

Payment due with contract is \$797,486.00. Initial here to accept:

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

**"PAYMENT TERMS"**

100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

**"TAXES"**

Federal, State, and Local Taxes are not included in the contract price.

**"LATE PAYMENT"**

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

(NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.) All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 8, 2022 BETWEEN MACQUEEN AND Village of Tinley Park (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)?  Yes  No  
 If not, please provide correct name and address to be listed on CO. \_\_\_\_\_

Is there a lienholder?  Yes  No

If yes, please provide lienholder information. \_\_\_\_\_



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**EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES**

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 612 Dated 3/29/2022 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**





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**EXHIBIT C - PROPOSAL**

**SEE PROPOSAL FOR Bid Number 612 Dated 3/29/2022 .**



# Interoffice

# Memo

**Date:** April 11, 2022

**To:** Pat Carr – Village Manager  
Hannah Lipman – Asst. Village Manager  
John Urbanski, Public Works Director

**From:** Arlan Schattke, PE – Village Engineer

**Subject:** 2022 Sidewalk Flatwork and Curb Program - Contract Award

Presented for April 19, 2022 Committee of the Whole/Village Board Meeting consideration and possible action:

Description: The Village’s annual Sidewalk Flatwork and Curb Program addresses any required concrete maintenance. The scope of work consists of removal, replacement and construction of new concrete sidewalk, curb and gutter, and driveways at various locations throughout the Village as determined by Staff.

Five (5) bids were received and publicly read on April 7, 2022. The Village Clerk, Assistant Public Works Director, Village Engineer, Engineering Project Manager, and three contractors were present at the bid opening. The bid results are below and the bid tab is attached. The lowest, responsible bidder is Strada Construction Co. in the amount of \$120,820.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
Strada Construction Co.	Addison, IL	\$120,820
Davis Construction Co.	Monee, IL	\$178,500
McGill Construction	Frankfort, IL	\$178,800
J&J Newell	Crete, IL	\$183,750
Advantage Paving Solutions	Joliet, IL	\$246,980
<b>Engineer’s Estimate</b>		<b>\$200,200</b>

Staff has reviewed and verified the bids and recommends award of the project to the low qualified bidder, Strada Construction. Strada Construction is pre-qualified through IDOT for the work required as part of this contract, they employ union workers, and has met the bid proposal requirements. Strada Construction has completed similar projects in the past and comes well recommended.

Budget / Finance: Funding is budgeted for in the FY22 General Fund Budget (01-26-023-75200).

Budget Available:	\$200,000	
Lowest Responsible Bidder:	\$120,820	
Contingency Amount:	<u>\$79,180</u>	
Difference:	\$0	On Budget

Staff Direction Request:

1. Approve low bid and award the project to Strada Construction Company in the amount of \$120,820 plus \$79,180 contingency amount. Total contract amount not to exceed \$200,000.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated April 7, 2022.



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

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**RESOLUTION**  
**NO. 2022-R-038**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND STRADA CONSTRUCTION COMPANY FOR THE 2022 SIDEWALK  
FLATWORK AND CURB PROGRAM**

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**MICHAEL W. GLOTZ, PRESIDENT**  
**NANCY M. O'CONNOR, VILLAGE CLERK**

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

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**RESOLUTION NO. 2022-R-038****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STRADA CONSTRUCTION COMPANY FOR THE 2022 SIDEWALK FLATWORK AND CURB PROGRAM**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Strada Construction Company a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

**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 19<sup>th</sup> day of April, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 19<sup>th</sup> day of April, 2022, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

# **EXHIBIT 1**

## **AGREEMENT WITH STRADA CONSTRUCTION COMPANY FOR THE 2022 SIDEWALK FLATWORK AND CURB PROGRAM**

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-038, “A RESOLUTION A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STRADA CONSTRUCTION COMPANY FOR THE 2022 SIDEWALK FLATWORK AND CURB PROGRAM,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 19, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19<sup>th</sup> day of April, 2022.

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 VILLAGE CLERK

# **STAFF COMMENT**

# **BOARD COMMENT**



# **PUBLIC COMMENT**

# **EXECUTIVE SESSION**

## **ADJOURN TO EXECUTIVE SESSION TO DISCUSS:**

- 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.**