

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

The regular meeting of the Village Board is scheduled for  
Tuesday, December 1, 2020 beginning at 7:30 p.m.

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

### **NOTICE - MEETING MODIFICATION DUE TO COVID-19**

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

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 25 people or 25% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

***Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) or place requests in the Drop Box at the Village Hall by noon on December 1, 2020. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.***

Kristin A. Thirion  
Clerk  
Village of Tinley Park

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

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

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

***Written Comments***

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

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

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

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

### ***Live Public Participation During Meeting***

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

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.); and
- For specific Agenda Items, identify and include the specific agenda item number.

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

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

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

**MEETING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, December 01, 2020, beginning at 7:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:30 PM            CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

**ITEM #1**

SUBJECT:            CONSIDER APPROVAL OF AGENDA

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

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

SUBJECT:            CONSIDER APPROVAL OF MINUTES OF THE SPECIAL  
VILLAGE BOARD MEETING HELD ON NOVEMBER 17, 2020.

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

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

SUBJECT:            CONSIDER APPROVAL OF THE FOLLOWING CONSENT  
AGENDA ITEMS:

- A.    CONSIDER ADOPTING RESOLUTION 2020-R-120 AUTHORIZING A  
CABLE TELEVISION FRANCHISE AGREEMENT BY AND  
BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND  
COMCAST OF ILLINOIS X, LLC.
- B.    CONSIDER ADOPTING RESOLUTION 2020-R-118 PROVIDING  
WAIVERS FOR VARIOUS LIQUOR AND BUSINESS LICENSE FEES  
FOR CALENDAR YEAR 2021 DUE TO COVID-19 AND THE  
ONGOING PUBLIC HEALTH CRISIS.



- C. CONSIDER ADOPTING RESOLUTION 2020-R-117 APPROVING AN AGREEMENT WITH THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S BUS SHELTER PROGRAM.
- D. CONSIDER ADOPTING RESOLUTION 2020-R-119 AUTHORIZING A CONTRACT WITH INTEGRATED DOCUMENT TECHNOLOGIES (IDT) FOR CAPSYS AND ONBASE SYSTEM UPGRADES - DOCUMENT MANAGEMENT.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$4,033,640.04 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED NOVEMBER 20 AND NOVEMBER 25, 2020.

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

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-077 GRANTING A CORNER FENCE VARIATION FOR CERTAIN PROPERTY LOCATED AT 8350 CLOVERVIEW DRIVE - **Trustee Mueller**

ACTION: Discussion: The Petitioners, Orlando and Olivia Alvarez, are seeking a Variation from the Zoning Ordinance to permit a 6-foot high privacy fence to extend into the required secondary front yard of their property.

The Zoning Board of Appeals held a Public Hearing on November 12, 2020, and voted 3-0 to recommend approval of the amended Variation request in accordance with plans and findings of fact as listed in the in the November 12, 2020 Staff Report. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-078 GRANTING A SPECIAL USE FOR LEVEL 2 OPEN STORAGE ON PROPERTY LOCATED AT 17201 RIDGELAND AVENUE (IBD CORP, PETITIONER) - **Trustee Mueller**

ACTION: Discussion: The Petitioner, George Modrovic, on behalf of IBD Corp., is seeking a Special Use Permit to allow ELFI wall systems to store finished products in an area measuring 200' x 25' on the south side of the building.

The Plan Commission held a Public Hearing on November 19, 2020, and voted 6-0 to recommend approval of the Special Use with recommended conditions in accordance with the plans as listed in the "Listed Reviewed Plans" and Findings of Fact in the November 19, 2020 Staff Report. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-122 APPROVING A COOK COUNTY CLASS 8 RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17201 RIDGELAND AVENUE AND 17401 RIDGELAND AVENUE - **Trustee Mueller**

ACTION: Discussion: This Resolution provides support for the Cook County Class 8 incentive which reduces the tax assessment ratio for ten (10) years. IBD Corp. will be leasing the property to ELFI, a related entity. This Resolution includes a redevelopment agreement that addresses the improvements that must be completed. If those items are not met, the Village can choose to revoke the reclassification.

The Economic and Commercial Commission reviewed the application at their November 9, 2020 meeting and voted 6-0 to recommend approval of the Class 8 reclassification. This item was discussed at the Committee of the Whole committee held prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-121 AUTHORIZING A GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM CONTRACT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND MUNICIPAL GIS PARTNERS, INCORPORATED - **Trustee Brady**

ACTION: Discussion: The attached documents are the updated executive board agreement and statement of work with the GIS Consortium service provider, Municipal GIS Partners (MGP). The Village has the right to terminate the agreement upon ninety (90) days written notice to the service provider. The reduced cost during the COVID-19 period will be \$151,668. Funds for this expenditure were budgeted for a not to exceed amount of \$208,514. This renewal term shall commence on January 1, 2021, and remain in effect until December 31, 2021. In addition, monthly usage reports are provided to the Village Board to confirm utilization of the GIS data by staff and the public. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-123 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WILL COUNTY FOR THE PROPOSED IMPROVEMENT OF 80TH AVENUE FROM SOUTH OF 191ST STREET TO NORTH OF 183RD STREET IN THE COUNTIES OF WILL AND COOK - **Trustee Glotz**

ACTION: Discussion: The Village has been working with Will County on improvements to 80th Avenue from 191st St. to 183rd St. for a number of years. The improvements provide for roadway widening, additional turn lanes, upgraded street lighting, modernization of traffic signals, new traffic signals, pedestrian facilities and landscaping, sidewalk and multi-use path, fiber optic, aesthetics, the reconstruction of the structure over the Union Drainage ditch and I-80, and a new water main. Some of the costs of these improvements will be shared by the county and the Village. The current estimated costs for the shared improvements are \$7.284 million, with the Village responsible for all of the costs over \$5.6 million. After the improvements are completed, the county will transfer jurisdiction of 80th Avenue from Will County to the Village. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-079 APPROVING ACQUISITION OF RIGHT-OF-WAY FOR HIGHWAY PURPOSES FOR THE IMPROVEMENT OF 80<sup>TH</sup> AVENUE & APPROPRIATING FUNDS (PIN 19-09-11-200-014-0000 & 19-09-12-100-012-0000).- **Trustee Glotz**

ACTION: Discussion: The Village needs to acquire several properties and easements for the bike path that will be constructed with the 80th Avenue improvements being undertaken by Will County. The cost of the properties including expenses will not exceed \$65,000. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

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

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

ACTION: Discussion: The property tax levy request for 2020 will be set at \$27,570,532. This amount represents a 0% increase over the previous year's requested tax levy dollars. Since the overall levy increase is less than 5% of the prior year's extended levy, publication of a Truth in Taxation notice (Black Box) and Public Hearing are not required. The amount of the levy was reviewed and determined at the Committee of the Whole meeting held on November 17, 2020. This Ordinance is eligible for first reading. **This Ordinance is eligible for first reading.**

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

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

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

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

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

**This Ordinance is eligible for first reading.**

**COMMENTS:**

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**ITEM #12**

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

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

**COMMENTS:**

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**ITEM #13**

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

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

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

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

COMMENTS:

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**ITEM #14**

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

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

COMMENTS:

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**ITEM #15**

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

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

COMMENTS:

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**ITEM #16**

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS:

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**ITEM #17**

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS:

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**ITEM #18**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS:

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**ITEM #19**

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

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

- Village President Jacob Vandenberg
- Trustee Cindy Berg

**Consider approval of electronic attendance of the above-mentioned Village Board members to attend the Executive Session remotely.**

COMMENTS:

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**ITEM #20**

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- C. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.

ADJOURNMENT



**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD NOVEMBER 17, 2020**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on November 17, 2020. President Vandenberg called this meeting to order at 7:45 p.m.

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

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

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

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

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

Absent:

Also Present:

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

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

Motion was made by Trustee Mueller, seconded by Trustee Brady, to approve and place on file the minutes of the Special Village Board Meeting held on October 20, 2020. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

At this time a presentation was made by Alexis O'Farrell, the General Assistance Case Manager/Community Outreach for Orland Township, regarding Orland Township's Emergency Assistance Program and other programs offer by the Township.

**Special Meeting of the Board of Trustees – Minutes****November 17, 2020**

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

- Clerk Thirion introduced Frank Santoro of Frankie's Ristorante, 9501 171st Street. Frankie's Ristorante is a family owned business with 34 employees and has been in Tinley Park for 13 years.
- Trustee Glotz introduced John Alfirevich of Apple Chevrolet, 8585 159th Street. Apple Chevrolet has been in Tinley Park since 1976. They currently have 125 employees. In 2019, they were selected as Chevrolet's Car Dealer of the year.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to **APPOINT WILLIAM MANNS TO THE POSITION OF MAINTENANCE TECHNICIAN, EFFECTIVE NOVEMBER 18, 2020**. Human Resources conducted a search and received thirty (30) applications that were shortlisted to six (6). Interviews were conducted by a panel of Public Works Management and Human Resources. Following these interviews, William Manns was identified as the best candidate for this position. William is a graduate of Tinley Park High School. He has worked for nearly three (3) years for the Tinley Park Park District as an Equipment Operator, and has considerable skills in HVAC, carpentry, electrical, and customer service.

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

Motion was made by Trustee Mueller, seconded by Trustee Berg, to **APPOINT THE FOLLOWING COMMISSIONERS FOR FISCAL YEAR 2021**. (New members are noted with an asterisk (\*)).

**Zoning Board of Appeals**

Steve Sepessy – Chair

Robert Paszczyk

Jennifer Vargas

Donald Bettenhausen

Kurt Truxal\*

Andrae Marak\*

**Plan**

Frank Loscuito\*

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

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

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

- A. CONSIDER REQUEST FROM THE AMERICAN LEGION POST 615 WOMEN'S AUXILLARY TO CONDUCT A RAFFLE THROUGH DECEMBER 20, 2020, WITH THE WINNER BEING DRAWN AT THE AMERICAN LEGION POST 615, 17423 67TH COURT ON DECEMBER 20, 2020.

**Special Meeting of the Board of Trustees – Minutes****November 17, 2020**

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- B. CONSIDER REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 176TH STREET, TO CONDUCT A RAFFLE FROM JANUARY 4, 2021, THROUGH MAY 1, 2021, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$19,500. WINNERS WILL BE DRAWN AT THE SCHOOL ON MAY 1, 2021.
- C. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,165,732.72 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 23, OCTOBER 30, NOVEMBER 6, AND NOVEMBER 13, 2020.

President Vandenberg asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2020-R-115 APPROVING AND AWARDED AN OAK PARK AVENUE FACADE GRANT (AWNING) TO ROBERT BARKER OF J.W. HOLLSTEIN'S SALOON AT 17358 SOUTH OAK PARK AVENUE.** The owner, Robert Barker, of J.W. Holstein's Saloon proposes to construct a new awning above the rear entrance to match the existing awnings on the property. The applicant previously submitted a Façade Grant request in August for the replacement of the patio fence. The grant was recommended for approval by the Board in the amount of \$10,900. The current request of \$3,450 will bring the total amount for the year to \$14,350, well under the maximum of \$35,000. The Economic and Commercial Commission reviewed this application at its November 9, 2020, meeting and voted 6-0 to recommend approval of the grant. This item was discussed at the Committee of the Whole meeting held prior to this meeting.

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

Motion was made by Trustee Mueller, seconded by Trustee Glotz, to adopt and place on file **RESOLUTION 2020-R-116 APPROVING A COOK COUNTY CLASS 6B RECLASSIFICATION FOR THE PROPERTY LOCATED AT 7305 DUVAN DRIVE.** This Resolution provides support for the Cook County Class 6B incentive which reduces the tax assessment ratio for the property for ten (10) years. The applicant does not have a tenant identified for this property but currently owns, has renovated and leased out three (3) other properties on Duvan Drive. This Resolution includes a redevelopment agreement that addresses the improvements that must be completed. If those items are not met, the Village can choose to revoke the reclassification. The Economic and Commercial Commission reviewed the application at its November 9, 2020, meeting and voted 6-0 to recommend approval of the 6B reclassification. This item was discussed at the Committee of the Whole meeting held prior to this meeting.

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to adopt and place on file **ORDINANCE 2020-O-065 AMENDING THE VILLAGE CODE AND ADOPTING A CHRONIC NUISANCE PROPERTY ABATEMENT ORDINANCE.** The Chronic Nuisance Property Abatement

**Special Meeting of the Board of Trustees – Minutes****November 17, 2020**

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Ordinance has been developed in order for the Village and the Police Department to better monitor local businesses and properties. A property is considered a Chronic Nuisance Property when three (3) or more nuisance activities (as defined in the Ordinance) have occurred within a 12-month period. A judicial abatement remedy, after the property has been determined to be a chronic nuisance property, can close the property for a period of not less than five (5) consecutive days, but not more than thirty (30) consecutive days, and also impose fines. This item was discussed at the Committee of the Whole meeting held prior to this meeting.

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to adopt and place on file **ORDINANCE 2020-O-070 INCREASING THE NUMBER OF CLASS "UV" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (LENNY'S GAS N WASH 183RD STREET, LLC)**. This Ordinance amends the Municipal Code to increase the number of Class UV Liquor Licenses (Truck Stop License) by one (1), and awards that license to Lenny's Gas N Wash, located at 7451 183rd St. This second Tinley Park location will be opening this December, and expects to bring in about \$75,000 of additional sales tax and gaming revenue on an annual basis for the Village. This item was discussed at the Committee of the Whole meeting held prior to this meeting.

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

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file **ORDINANCE 2020-O-069 AMENDING TITLE XI CHAPTER 112 SECTION 21 (A) OF THE TINLEY PARK MUNICIPAL CODE - AMENDING SUNDAY LIQUOR SALE HOURS**. Title XI Chapter 112 Section 21 (A) in the Tinley Park Municipal Code prohibits the sale of alcoholic beverages before 12:00 p.m. (noon) on Sunday, except for license holders operating a golf course who may begin sales at 8:00 a.m. This Ordinance amends the Municipal Code to permit the sale of alcoholic beverages beginning at 9:00 a.m. on Sundays for all other licensed establishments. This Ordinance shall be in full force and effect as of January 1, 2021. This item was discussed at the Committee of the Whole meeting held on October 20, 2020.

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

President Vandenberg asked if there were any comments from Staff.

Village Treasurer Bettenhausen stated the Finance Department has received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.

President Vandenberg asked if there were any comments from Board.

Trustee Brady announced the Tinley Park Citizens Police Academy Alumni Associations (TPCPAAA) Shop & Share Fundraiser at Melka Garden Center in Mokena. Shop at Melka Garden Center on December 3<sup>rd</sup> and 10% of the proceeds will be donated to the TPCPAAA.

**Special Meeting of the Board of Trustees – Minutes****November 17, 2020****5**

Trustee Brady commended staff for the great job they did with the Veteran's Day Ceremony, where former Governor Pat Quinn received the David Seaman award.

Trustee Mueller concurred with Trustee Brady and also thanked the Veteran's Commission for their work with this event.

Trustee Berg wished everyone a Happy Thanksgiving.

President Vandenberg wished everyone a healthy and safe Thanksgiving. He encouraged everyone to Shop Local.

President Vandenberg asked if there were any comments from members of the public. There were none. President Vandenberg asked if anyone from the public requested to comment either in writing or telephonically. Clerk Thirion stated there were no written comments or requests to comment via telephone received.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, at 8:30 p.m. to adjourn to Executive Session to discuss the following:

- A. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- B. THE 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.

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

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adjourn the special Board meeting at 9:32 p.m. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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

APPROVED:

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Village President

ATTEST:

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Village Clerk

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2020-R-120**

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**A RESOLUTION APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND  
COMCAST OF ILLINOIS X, LLC.**

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

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

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**RESOLUTION NO. 2020-R-120****A RESOLUTION APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND  
COMCAST OF ILLINOIS X, LLC.**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Cable Television Franchise Agreement with Comcast of Illinois X 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 Franchise 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 "Franchise Agreement" be entered into and executed by said Village of Tinley Park, with said Franchise Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

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

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

**ADOPTED** this 1<sup>st</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 1<sup>st</sup> day of December, 2020, by the President of the Village of Tinley Park.

ATTEST:

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Village President

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Village Clerk



## **EXHIBIT 1**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-120, “**A RESOLUTION APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK, ILLINOIS AND COMCAST OF ILLINOIS X, LLC.,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK

March 30, 2020 Comcast Draft

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
VILLAGE OF TINLEY PARK, ILLINOIS  
And  
COMCAST OF ILLINOIS X, LLC.**

This Draft Renewal Franchise Agreement is the result of discussions between the Metropolitan Mayors Caucus and Comcast, and is being submitted for discussion purposes under the informal process pursuant to 47 USC 546 (h).

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of Tinley Park, Illinois (hereinafter, the “Village”) and Comcast of Illinois X, LLC., (hereinafter, “Grantee”) this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois X, LLC.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium

and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the Village's Right of Way Ordinance, Chapter 103 of the Village of Tinley Park Municipal Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Village” means the Village of Tinley Park, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, “the Illinois Constitution,” and Ordinance/Resolution No. \_\_\_\_\_ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Village while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 103, entitled "Construction of Utility Facilities in Public Rights-of-Way," of the Municipal Code of the Village of Tinley Park as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the

preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

#### **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other



like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities:

4.6.1. The Village may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the requested level of services and number of outlets for each location. The Village shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6<sup>th</sup> Circuit at the time of this Agreement) and that reversal becomes final, the Village and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. The Village must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 129G of the Municipal Code of the Village of Tinley Park. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

## **SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee

shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), and the Village actually proposes to increase the Franchise Fee in exercise of such authority, the Village may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), [for counties, the Village shall provide on an annual basis, a complete list of addresses within the corporate limits of the Village. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC

rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Chapter 103.08 of the Municipal Code of the Village of Tinley Park.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access ("PEG") Programming through one Channel (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The Village shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel and to promote the use and viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is, and shall be, operated by the Village. The Village shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or Village facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. PEG Capital Support. The Village may designate a PEG access capital project to be funded by the Village as provided for herein. The Village shall send written notice of the Village's desire for Grantee to collect a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month to be passed on to each Subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall make the PEG Capital Fee payments to the Village at the same time and in the same manner as Franchise Fee payments. The Village's notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. Consistent with the

description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in subsequent franchise renewals. Moreover, if the Village chooses to borrow from itself or a financial institution for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty (120) days of the Village's written request. On an annual basis, the Village shall provide the Grantee with a report detailing how the prior year's funding was spent or confirming it is being held in a capital reserve account for future PEG capital needs.

8.7.1. For any payments owed by Grantee in accordance with this Section 8.7 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.7.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.8. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the Village upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the

assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Title Chapter 129G of the Municipal Code of the Village of Tinley Park; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 103 of the Municipal Code of the Village of Tinley Park, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477  
ATTN: Village Manager

To the Grantee:

Comcast of Illinois X, LLC.  
7720 W. 98<sup>th</sup> Street  
Hickory Hills, Illinois 60457  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such



ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise

Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the Village of Tinley Park:**

**For Comcast of Illinois X, LLC:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jacob C. Vandenberg

Name: John Crowley

Title: Mayor

Title: Regional Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Interoffice Memo

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**Date:** November 17, 2020  
**To:** Village Board  
**Cc:** Brad Bettenhausen, Village Treasurer/Finance Director  
**From:** Dave Niemeyer, Village Manager  
Hannah Lipman, Management Analyst  
**Subject:** Business and Liquor Licenses – COVID-19 Fee Reductions

Over the course of the past several months, the Village has taken a number of actions to aid businesses and residents amidst the global pandemic and its impacts. In May, the Village Manager provided the Village Board with a memo outlining all of the various policy directives and actions that have been taken by the Village up to that point. This memo stated that some of these initial policy directives may need to be revisited, extended or modified from time to time as more information is known, and if this crisis extends to cover a longer period of time.

As COVID-19 continues to impact bars and restaurants heavily, we are looking for ways to offer some form of relief. Business and liquor license renewals are processed in early December, providing an opportunity to examine the fees that will be applied.

Staff recommends the Village Board considers the following:

- Waive the liquor license fee for on-premise sales license holders until June, and re-evaluate at that point in time if charging 50% for the remainder of the year is appropriate.
  - Roughly \$47,200 in revenues
- Waive the business license fee in full for local bars and restaurants.
  - Roughly \$11,000 in revenues

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2020-R-118**

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**A RESOLUTION PROVIDING WAIVERS FOR VARIOUS LIQUOR AND  
BUSINESS LICENSES FEES FOR CALENDAR YEAR 2021 DUE TO  
COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS**

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2020-R-118****A RESOLUTION PROVIDING WAIVERS FOR VARIOUS LIQUOR AND  
BUSINESS LICENSES FEES FOR CALENDAR YEAR 2021 DUE TO  
COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS**

**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**, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions; and

**WHEREAS**, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has reported more than 53 million confirmed cases of COVID-19 globally; and

**WHEREAS**, State of Illinois Governor JP Pritzker issued a disaster proclamation on March 9, 2020, declaring all counties in the State of Illinois a disaster area under the Illinois Emergency Management Agency Act, 20 ILCS 3305/7; and

**WHEREAS**, the Village of Tinley Park and its officials and residents recognize that the Illinois Emergency Management Act, 2 ILCS 3305/1, *et seq.* (the “Act”) authorizes the Governor of the State of Illinois to issue emergency disaster proclamations and confers upon the Governor certain enumerated emergency powers after a disaster has been proclaimed, that he or she may exercise for a period of not to exceed 30 days (20 ILCS 3305/7);

**WHEREAS**, on April 1, 2020 Governor J.B. Pritzker issued Executive Order No. 8 which was referred to as the “Stay at Home Order”; and

**WHEREAS**, the Governor issued a second Proclamation continuing the same COVID-19 disaster and issued an Executive Order extending the Stay at Home Order until April 30, 2020; and

**WHEREAS**, on April 30, 2020, the Governor issued Executive Order No. 30 easing certain restrictions in the Stay at Home Order and modifying some restrictions until May 30, 2020 (the “Amended Stay at Home Order”); and

**WHEREAS**, while it is undeniable that the Stay at Home Order had a positive impact on reducing the number of cases of individuals contracting COVID-19 and deaths in Illinois, it is equally undeniable that the Stay at Home Order has had a devastating financial impact on the businesses and residents in the State of Illinois and of the Village of Tinley Park; and

**WHEREAS**, the Governor developed a Restore Illinois Plan breaking the State into eleven (11) regions; and

**WHEREAS**, while the Restore Illinois Plan is intended to reduce exposures with a goal toward reopening the State's economy, unfortunately the Restore Illinois Plan has had dire consequences to our retail businesses, and the negative impacts have been most severe on our service-based bars and restaurants that has already resulted in several COVID-19 related permanent restaurant closures; and

**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 of Tinley Park understands the challenges, obstacles and burdens our local bars and restaurants face due to COVID-19 and the restrictions imposed by the Restore Illinois Plan.

**SECTION TWO:** The Village of Tinley Park wishes to assist our local bars and restaurants amidst the ongoing global pandemic.

**SECTION THREE:** The Village of Tinley Park will waive the liquor license fees as described in Title XI Chapter 112 Section 20 for license holders who serve alcohol on-premise until June of 2021. The impacts of COVID-19 will be re-evaluated as we approach this mid-year date.

**SECTION FOUR:** The Village of Tinley Park will waive the business license fees for 2021 as described in Title XI Chapter 110 Section 25 for local bar and restaurant license holders, who have been most directly impacted by COVID-19 and the Restore Illinois Plan restrictions.

**SECTION FIVE:** This Resolution shall be in full force and effect upon passage and approval.

APPROVED THIS 1<sup>st</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-118, “A RESOLUTION PROVIDING WAIVERS FOR VARIOUS LIQUOR AND BUSINESS LICENSES FEES FOR CALENDAR YEAR 2021 DUE TO COVID-19 AND THE ONGOING PUBLIC HEALTH CRISIS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

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VILLAGE CLERK



## 2021 Liquor License Fee Waiver from January to June

DBA Name	Full Primary Address
350 BREWING CO.	7144 W 183RD ST TINLEY PARK IL 60477
350 BREWING CO.	7144 W 183RD ST TINLEY PARK IL 60477
AMERICAN LEGION POST #615	17423 S 67TH CT TINLEY PARK IL 60477
ASHFORD HOUSE RESTAURANT	7959 W 159TH ST TINLEY PARK IL 60477
AURELIO'S PIZZA	15901 S OAK PARK AVE TINLEY PARK IL 60477
BAILEY'S	17731 S OAK PARK AVE TINLEY PARK IL 60477-3935
BAMBOO GARDEN	16733 S OAK PARK TINLEY PARK IL 60477
BANANAS GRILLE & BAR	18501 CONVENTION CENTER DR TINLEY PARK IL 60477
BETTY'S BISTRO	15950 HARLEM AVE TINLEY PARK IL 60477
BLAZE PIZZA	15903 HARLEM AVE TINLEY PARK IL 60477
BUFFALO WILD WINGS	7301 W 183RD ST TINLEY PARK IL 60477
BURRITO JALISCO #2	7547 W 159TH ST TINLEY PARK IL 60477
CAVALLINI'S CAFE	6700 SOUTH ST TINLEY PARK IL 60477
CENTENNIAL LANES 2.0 INC.	16050 CENTENNIAL CIR TINLEY PARK IL 60477
CHIPOTLE MEXICAN GRILL #1082	15980 HARLEM AVE TINLEY PARK IL 60477
CHUCK E. CHEESE'S	16090 HARLEM AVE TINLEY PARK IL 60477
CONTINENTAL BANQUETS LLC	19110 S RIDGELAND AVE TINLEY PARK IL 60477
CUZIN'S RESTAURANT	17704 S OAK PARK AVE TINLEY PARK IL 60477
DARLA'S DELI & CAFE	6800 183RD ST TINLEY PARK IL 60477
DRAGON PALACE, INC	7122 W 171ST ST TINLEY PARK IL 60477
DURBIN'S RESTAURANT & LOUNGE	17265 S OAK PARK AVE TINLEY PARK IL 60477
ED & JOE'S PIZZA	17332 S OAK PARK AVE TINLEY PARK IL 60477
FRANKIE'S RISTORANTE, INC.	9501 W 171ST TINLEY PARK IL 60487
FRATELLOS	7101 W 183RD ST UNIT 103 TINLEY PARK IL 60477
GATTO'S RESTAURANT & BAR	8005 W 183RD ST TINLEY PARK IL 60487
HAILSTORM BREWING COMPANY LLC	8060 W 186TH ST TINLEY PARK IL 60487
HAMADA OF JAPAN RESTAURANT	18310 NORTH CREEK DR TINLEY PARK IL 60477
HAPPY BITES & THE CALIFORNIA WAY	8021 W 183RD ST UNIT D & E TINLEY PARK IL 60487
HARALD VIKING LODGE #13	6730 175TH ST TINLEY PARK IL 60477
HOT N JUICY CRAB	7216 W 191ST ST TINLEY PARK IL 60487

INTIMO	7068 W 183RD ST TINLEY PARK IL 60477
ISABELLA	17211 OAK PARK AVE TINLEY PARK IL 60477
J. W. HOLLSTEIN'S	17358 S OAK PARK AVE TINLEY PARK IL 60477
JUMBO CRAB	18305 S LAGRANGE RD TINLEY PARK IL 60487
LITTLE JOE'S REST. & PIZZA	7976 167TH ST TINLEY PARK IL 60477
LOS 3 BURRITOS #2	8005 W 183RD ST UNIT A TINLEY PARK IL 60487
LOU MALNATI'S PIZZERIA	9501 W 171ST ST SUITE N, O, P TINLEY PARK IL 60487
MICKEY'S GYROS	17432 OAK PARK AVE TINLEY PARK IL 60477
NICK'S BBQ AT TINLEY PARK	16638 S OAK PARK AVE TINLEY PARK IL 60477
NOODLES & COMPANY	15915 HARLEM AVE TINLEY PARK IL 60477
ODYSSEY BANQUET FACILITIES	19110 S RIDGELAND AVE TINLEY PARK IL 60477
ODYSSEY FUN WORLD (MAIN BLDG)	19111 S OAK PARK AVE TINLEY PARK IL 60477
OLD TINLEY PUB & EATERY	17020 S OAK PARK AVE TINLEY PARK IL 60477
OLYMPIC STAR RESTAURANT	7100 W 171ST ST TINLEY PARK IL 60477
PAD THAI RESTAURANT	7301 W 183RD ST UNIT D & E TINLEY PARK IL 60477
PARMESANS STATION INC	18001 S 80TH AVE TINLEY PARK IL 60477
PEPE'S MEXICAN RESTAURANT	6911 W 159TH ST TINLEY PARK IL 60477
POP'S ITALIAN BEEF	7301 W 183RD ST UNIT A & B TINLEY PARK IL 60477
PORTILLO'S HOT DOGS	15900 HARLEM AVE TINLEY PARK IL 60477
ROCCO'S LITTLE ITALY	7907 W 159TH ST TINLEY PARK IL 60477
RUBINO'S ITALIAN IMPORTS	16635 S OAK PARK AVE TINLEY PARK IL 60477
RUNA IZAKAYA, INC.	7138 W 183RD ST TINLEY PARK IL 60477
SIAM MARINA OF TINLEY PARK, INC.	16846 S OAK PARK AVE TINLEY PARK IL 60477
SIDE STREET AMERICAN TAVERN	18401 NORTH CREEK DR TINLEY PARK IL 60477
SOUNDGROWLER BREWING CO.	8201 W 183RD ST UNIT P TINLEY PARK IL 60487
STELLA'S PLACE	16205 HARLEM AVE UNIT E TINLEY PARK IL 60477
STELLA'S PLACE	17123 HARLEM AVE TINLEY PARK IL 60477
SWEET SPOT SPORTS BAR, LLC	19110 S OAK PARK AVE TINLEY PARK IL 60477
TEEHAN'S IRISH TAP	17329 S OAK PARK AVE TINLEY PARK IL 60477

TEXAS ROADHOUSE	18345 S LAGRANGE RD TINLEY PARK IL 60487
TGI FRIDAY'S #2685	7200 W 191ST ST TINLEY PARK IL 60487
THE CORNER STORE	9410 179TH ST TINLEY PARK IL 60487
THE COTTAGE BAR & GRILL	7865 W 159TH ST TINLEY PARK IL 60477
THE OPEN BOTTLE	7101 183RD ST UNIT 105 TINLEY PARK IL 60477
THE PRIMAL CUT STEAKHOUSE	17344 S OAK PARK TINLEY PARK IL 60477
THE STATION PUB	6657 W SOUTH ST TINLEY PARK IL 60477
TINLEY PARK BOWLING LANES	7601 W 183RD ST TINLEY PARK IL 60477
TOKYO STEAK HOUSE	9440 W 179TH ST TINLEY PARK IL 60487
UNION BAR AND GRILL	17821 80TH AVE TINLEY PARK IL 60477
V.F.W. POST #2791	17147 S OAK PARK AVE TINLEY PARK IL 60477
WHISTLE II	7537 W 159TH ST TINLEY PARK IL 60477
WINSTON'S MARKET	7961 W 159TH ST TINLEY PARK IL 60477

Full Name	DBA Name	Full Primary Address
350 BREWING COMPANY, LLC	350 BREWING CO.	7144 W 183RD ST TINLEY PARK IL 60477
V HOSS CORP.	AL'S BEEF	7132 W 183RD ST TINLEY PARK IL 60477
MATOKAR ENTERPRISES - TINLEY PARK INC.	ARRENELLO'S PIZZA	9420 W 179TH ST TINLEY PARK IL 60487
ASHFORD HOUSE RESTAURANT	ASHFORD HOUSE RESTAURANT	7959 W 159TH ST TINLEY PARK IL 60477
GHG, INC	AURELIO'S PIZZA	15901 S OAK PARK AVE TINLEY PARK IL 60477
BAILEY R&T, LLC	BAILEY'S	17731 S OAK PARK AVE TINLEY PARK IL 60477-3935
LAU & HUANG INC	BAMBOO GARDEN	16733 S OAK PARK TINLEY PARK IL 60477
D.I.R. RESTAURANT, INC.	BLUEBERRY HILL	9536 W 179TH ST TINLEY PARK IL 60487
BURRITO JALISCO #2	BURRITO JALISCO #2	7547 W 159TH ST TINLEY PARK IL 60477
CAVALLINI'S IN THE PARK, INC.	CAVALLINI'S CAFE	6700 SOUTH ST TINLEY PARK IL 60477
CHEN'S CHINESE CUISINE II, INC.	CHEN'S CHINESE CUISINE II, INC.	17855 80TH AVE TINLEY PARK IL 60477
CBOCS WEST, INC.	CRACKER BARREL #176	18531 S NORTH CREEK DR TINLEY PARK IL 60477
B & D ENTERTAINMENT, INC.	CUZIN'S RESTAURANT	17704 S OAK PARK AVE TINLEY PARK IL 60477
DRAGON PALACE, INC	DRAGON PALACE, INC	7122 W 171ST ST TINLEY PARK IL 60477
DURBIN'S OF TINLEY INC	DURBIN'S RESTAURANT & LOUNGE	17265 S OAK PARK AVE TINLEY PARK IL 60477
ED & JOE'S PIZZA	ED & JOE'S PIZZA	17332 S OAK PARK AVE TINLEY PARK IL 60477
EGGHEADZ CAFE	EGGHEADZ CAFE	16952 S OAK PARK AVE TINLEY PARK IL 60477
EL FAMOUS BURRITO	EL FAMOUS BURRITO	15914 HARLEM AVE TINLEY PARK IL 60477

FAJITAS MEXICAN RESTAURANT	FAJITAS MEXICAN RESTAURANT	16703 S HARLEM UNIT A & B TINLEY PARK IL 60477
PIPER JANES LLC	FAT RICKY'S	16703 HARLEM AVE SUITE D TINLEY PARK IL 60477
FRANKIE'S CATERING	FRANKIE'S CATERING	9501 W 171ST ST UNIT B TINLEY PARK IL 60487
FRANKIE'S RISTORANTE, INC.	FRANKIE'S RISTORANTE, INC.	9501 W 171ST TINLEY PARK IL 60487
FUJISAN SUSHI	FUJISAN SUSHI	16100 HARLEM AVE TINLEY PARK IL 60477
TINLEY CROSSING RESTAURANT, INC.	GATTO'S RESTAURANT & BAR	8005 W 183RD ST TINLEY PARK IL 60487
GOLDEN FIVE, INC.	GOLDEN CORRAL	6803 W 159TH ST TINLEY PARK IL 60477
SWEET BONES BBQ INC.	GYRO GRILL	15960 HARLEM AVE TINLEY PARK IL 60477
HAMADA OF JAPAN CORP	HAMADA OF JAPAN RESTAURANT	18310 NORTH CREEK DR TINLEY PARK IL 60477
HARALD VIKING LODGE #13	HARALD VIKING LODGE #13	6730 175TH ST TINLEY PARK IL 60477
INTIMO, LLC	INTIMO	7068 W 183RD ST TINLEY PARK IL 60477
ISABELLA RESOURCES, INC.	ISABELLA	17211 OAK PARK AVE TINLEY PARK IL 60477
FRONT SQUARE, INC.	J. W. HOLLSTEIN'S	17358 S OAK PARK AVE TINLEY PARK IL 60477
JOY YEE SOUTH LTD.	JOY YEE NOODLE	7101 W 183RD ST UNIT 108 TINLEY PARK IL 60477
JUMBO CRAB	JUMBO CRAB	18305 S LAGRANGE RD TINLEY PARK IL 60487
CHICKEN WILD, INC.	JUST SHRIMP	15940 HARLEM AVE TINLEY PARK IL 60477
LITTLE JOE'S REST. & PIZZA	LITTLE JOE'S REST. & PIZZA	7976 167TH ST TINLEY PARK IL 60477
LOS 3 BURRITOS #2	LOS 3 BURRITOS #2	8005 W 183RD ST UNIT A TINLEY PARK IL 60487
LUMA, LLC	LOU MALNATI'S PIZZERIA	9501 W 171ST ST SUITE N, O, P TINLEY PARK IL 60487

MAGALLANES TACOS	MAGALLANES TACOS	7931 W 171ST ST TINLEY PARK IL 60477
MELY'S MEXICAN CUISINE	MELY'S MEXICAN CUISINE	16731 S OAK PARK AVE TINLEY PARK IL 60477
K & A GYROS INC.	MICKEY'S GYROS	17432 OAK PARK AVE TINLEY PARK IL 60477
LJA III, LTD	MR. RIKO LOKO DESSERT BAR	7150 W 183RD ST TINLEY PARK IL 60477
NANCY'S PIZZA EXPRESS	NANCY'S PIZZA EXPRESS	7929 W 171ST ST TINLEY PARK IL 60477
NICK'S BARBECUE - TINLEY PARK	NICK'S BBQ AT TINLEY PARK	16638 S OAK PARK AVE TINLEY PARK IL 60477
CONTINENTAL BANQUETS LLC	ODYSSEY BANQUET FACILITIES	19110 S RIDGELAND AVE TINLEY PARK IL 60477
ODYSSEY FUN WORLD LTD PTR.	ODYSSEY FUN WORLD (MAIN BLDG)	19111 S OAK PARK AVE TINLEY PARK IL 60477
ODYSSEY FUN WORLD LTD PTR	ODYSSEY FUN WORLD (OUTSIDE)	19111 S OAK PARK AVE TINLEY PARK IL 60477
O.T.P.E., INC.	OLD TINLEY PUB & EATERY	17020 S OAK PARK AVE TINLEY PARK IL 60477
EVGEROS INC.	OLYMPIC STAR RESTAURANT	7100 W 171ST ST TINLEY PARK IL 60477
ON POINT CAFE	ON POINT CAFE	16661 80TH AVE TINLEY PARK IL 60477
PAD THAI RESTAURANT	PAD THAI RESTAURANT	7301 W 183RD ST UNIT D & E TINLEY PARK IL 60477
HOSPITALITY ENDEAVORS LLC	PALERMO'S OF TINLEY PARK	16644 S OAK PARK AVE TINLEY PARK IL 60477
PEKOE & BEAN, INC.	PEKOE & BEAN, INC.	17028 S OAK PARK TINLEY PARK IL 60477
JUKARI, INC.	PEPE'S MEXICAN RESTAURANT	6911 W 159TH ST TINLEY PARK IL 60477
FANSHELL PARTNERS, INC.	PLUSH HORSE ICE CREAM SHOPPE	7903 W 171ST ST TINLEY PARK IL 60477
ROCCO'S LITTLE ITALY	ROCCO'S LITTLE ITALY	7907 W 159TH ST TINLEY PARK IL 60477
RUBINO'S ITALIAN IMPORTS	RUBINO'S ITALIAN IMPORTS	16635 S OAK PARK AVE TINLEY PARK IL 60477

RUNA IZAKAYA, INC.	RUNA IZAKAYA, INC.	7138 W 183RD ST TINLEY PARK IL 60477
JDM3LLC	SALINA'S CATERING, PASTA & PIZZA	7551 175TH ST TINLEY PARK IL 60477
SAMOSA KING	SAMOSA KING	16707 S OAK PARK AVE TINLEY PARK IL 60477
MARKAT RESTAURANT, INC.	SCHOOP'S	16703 HARLEM AVE UNIT C TINLEY PARK IL 60477
SIAM MARINA OF TINLEY PARK, INC.	SIAM MARINA OF TINLEY PARK, INC.	16846 S OAK PARK AVE TINLEY PARK IL 60477
SHAMROCKS OF ORLAND, LLC	SIDE STREET AMERICAN TAVERN	18401 NORTH CREEK DR TINLEY PARK IL 60477
SPEEDY BURRITOS	SPEEDY BURRITOS	7108 171ST ST TINLEY PARK IL 60477
LJA OF TINLEY PARK, INC.	STACKS	7164 W 183RD ST TINLEY PARK IL 60477
TANDOORI HOUSE, INC.	TANDOORI HOUSE	7982-7984 167TH ST TINLEY PARK IL 60477
TEXAS ROADHOUSE HOLDINGS LLC	TEXAS ROADHOUSE	18345 S LAGRANGE RD TINLEY PARK IL 60487
BGA, INC	THE COTTAGE BAR & GRILL	7865 W 159TH ST TINLEY PARK IL 60477
LJA II, LTD	THE EGG AND I	7164 W 183RD ST TINLEY PARK IL 60477
LUCKY HOT DOGS, INC	THE LUCKY HOT DOG	8020 W 171ST ST TINLEY PARK IL 60477
THE OPEN BOTTLE, LLC	THE OPEN BOTTLE	7101 183RD ST UNIT 105 TINLEY PARK IL 60477
PCSH, INC.	THE PRIMAL CUT STEAKHOUSE	17344 S OAK PARK TINLEY PARK IL 60477
THE SAUCY CRAB TINLEY PARK INC.	THE SAUCY CRAB TINLEY PARK INC.	7216 W 191ST ST TINLEY PARK IL 60487
THE SKILLET HOUSE 2	THE SKILLET HOUSE 2	16729 80TH AVE TINLEY PARK IL 60477
LUBY BROS, LLC	THE STATION PUB	6657 W SOUTH ST TINLEY PARK IL 60477
TINLEY PARK BOWLING LANES INC	TINLEY PARK BOWLING LANES	7601 183RD ST STE 1 TINLEY PARK IL 60477

TINLEY PARK ROLLER RINK	TINLEY PARK ROLLER RINK	17658 S OAK PARK AVE TINLEY PARK IL 60477
LIN TIAN FAMILY, INC.	TOKYO STEAK HOUSE	9440 W 179TH ST TINLEY PARK IL 60487
TROPICAL SMOOTHIE CAFE	TROPICAL SMOOTHIE CAFE	7101 W 183RD ST #102 TINLEY PARK IL 60477
UNION BAR & GRILL	UNION BAR & GRILL	17821 80TH AVE TINLEY PARK IL 60477
V.F.W. POST #2791	V.F.W. POST #2791	17147 S OAK PARK AVE TINLEY PARK IL 60477
LAYLA, INC.	VILLAGE PIZZA	17260 S OAK PARK AVE TINLEY PARK IL 60477
HEYDAY LLC	WHISTLE II	7537 W 159TH ST TINLEY PARK IL 60477
WHITEY'S DAIRY PALACE	WHITEY'S DAIRY PALACE	16760 S OAK PARK AVE #1 TINLEY PARK IL 60477
WINSTON'S MARKET	WINSTON'S MARKET	7961 W 159TH ST TINLEY PARK IL 60477



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2020-R-117**

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**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY  
PARK AND THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S  
BUS SHELTER PROGRAM**

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

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

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**RESOLUTION NO. 2020-R-117****A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S BUS SHELTER 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 an Agreement with The Illinois Convenience & Safety Corp (ICSC), a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 1<sup>st</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 1<sup>st</sup> day of December, 2020, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-117, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS CONVENIENCE & SAFETY CORP (ICSC) FOR THE VILLAGE'S BUS SHELTER PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK



Illinois Convenience & Safety Corp.

September 24, 2020

Mr. David J. Niemeyer  
Village Manager  
**VILLAGE OF TINLEY PARK**  
16250 Oak Park Avenue  
Tinley Park, IL 60477

Dear Mr. Niemeyer,

Per my conversation with Lisa in your office, enclosed is the 'Renewal Agreement' for IC&SC's shelter program in Tinley Park. Please approve and return a copy to IC&SC at your earliest convenience. Also we have increased the annual revenue share from fifteen (15%) percent to twenty (20%) percent. An increase of 33%.

Illinois Convenience & Safety Corp., a local, *privately* funded organization, has been providing the bus shelter program in Tinley Park for 20 years. Our program, provided at no cost to your community, pays for the shelters, concrete pads/sidewalks, installation, electrical hook-ups/usage, liability insurance and maintenance.

Kindly consider a few of the benefits that distinguish our proven program:

- IC&SC is privately funded and uses absolutely no *taxpayer* dollars.
- IC&SC's in house maintenance crews thoroughly clean and service your shelters weekly.
- IC&SC boasts a Mayor-endorsed track record of 35+ years.
- IC&SC pays your municipality a percentage of the revenues generated by the shelters each year.
- IC&SC's existing plan (350 shelters) and strong national sales base ensure revenues will be maximized.
- Revenue Bus Shelters are IC&SC exclusive business.

If you have any questions or need additional information, please contact me. Also, we can answer any questions you may have concerning potential new shelter sites. The entire IC&SC staff appreciates the opportunity to serve your local residents and looks forward to a long and prosperous business relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. J. Campbell', is written over a horizontal line.

Bruce J. Campbell  
President

### **AGREEMENT**

This AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between ILLINOIS CONVENIENCE & SAFETY CORPORATION (hereinafter referred to as IC&SC) and the VILLAGE OF TINLEY PARK (hereinafter referred to as VILLAGE).

It is MUTUALLY AGREED that the VILLAGE permits IC&SC to install and maintain transit advertising shelters within the VILLAGE and upon the VILLAGE right-of-way, upon the terms and conditions as follows:

1. **DURATION**: This agreement shall remain in force for a term of ten (10) years from the \_\_\_\_\_ day of \_\_\_\_\_, 2020, unless previously determined as hereinafter provided.
2. **TYPE OF SHELTER**: Any shelters to be constructed will be of a type approved by the VILLAGE.
3. **IC&SC OBLIGATIONS**: IC&SC will pay all fees, costs and permit charges regularly assessed by the VILLAGE, unless otherwise waived, and agrees that the shelters will be in conformity with applicable building codes of the VILLAGE. IC&SC is also responsible for obtaining state highway permits for all shelter locations on state routes.

IC&SC will inspect, maintain, repair, clean and service the shelters. The maintenance to be provided will be on regular basis at least *once per week*. IC&SC shall repair or remove, if necessary, any shelter so in need, or if the shelter's condition presents a threat to public safety, within twenty-four (24) hours of notification from the VILLAGE or IC&SC's inspection.

4. **INDEMNIFICATION AND INSURANCE**: A. IC&SC will indemnify and save harmless the VILLAGE, their agents, servants and employees, against all costs, expenses, damages, liabilities and judgments for personal injuries, including death, resulting by reason of the erection, maintenance or operation of any of the shelters referred to in this agreement, and for property damage, sustained by any person, firm or corporation whomsoever, caused or alleged to have been caused, directly or indirectly, by an act of omission, negligent or otherwise, of IC&SC, its agents, servants and employees, or occasioned by any work performed by IC&SC and shall defend any such action or suit brought against the VILLAGE, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection therewith and to pay, on behalf of the VILLAGE, the amount of any judgment that may be entered against them in any such action or suit.

B. IC&SC will carry indemnity insurance against the above mentioned liability in a sum of not less than \$2,000,000.00. The VILLAGE, its officers, officials and employees are named Additional Insureds to the General Liability coverage of this policy for the erection, maintenance and operation of the bus shelters located in the VILLAGE. Proof of said insurance will be provided upon request by the VILLAGE.

5. **MAINTENANCE**: IC&SC shall be permitted to enter upon and into the shelters at any reasonable time with workmen and all necessary equipment to repair the shelters and install all necessary electrical wires, meters, clockwork machinery and other hardware reasonably necessary for making the said shelter effective, all of which work shall be done according to VILLAGE code and at the sole expense of IC&SC.
6. **PAYMENT FOR ELECTRICAL**: IC&SC shall pay all sums that may become due for electrical energy supplied to the shelters and shall keep the VILLAGE indemnified against being called on to pay these sums.
7. **NON-OBSTRUCTION**: The VILLAGE shall not obstruct shelter advertising panels and agrees to prohibit any obstructions of the same and to cause such obstructions to be removed.

8. **TYPE OF ADVERTISING:** IC&SC agrees that it will utilize the shelters only for advertising material that is truthful in every respect and in accordance with high moral standards.
9. **RIGHT TO ERECT SHELTERS:** The VILLAGE agrees that it gives to IC&SC the right to erect advertising shelters in the VILLAGE and the first option to fulfill any additional advertising shelter requests that may arise within the duration of this agreement.
10. **SITE LOCATION:** The location of shelters is subject to VILLAGE approval as well as approval by the Illinois Department of Transportation (IDOT) for state route installations.
11. **THE RIGHT OF IC&SC TO REMOVE SHELTERS:** IC&SC retains the right to remove any shelters without notice to the VILLAGE, in the event any restriction on the construction or maintenance of advertising shelters is imposed by statute or by ordinance of the VILLAGE, County, or State in which the shelter is located, or in the event the Federal, State, Municipal or other proper authorities should hereafter establish any rules, regulations or taxations which shall have the effect of so restricting location, construction, maintenance or operation of the shelters so as to diminish the value of said shelters for advertising purposes. VILLAGE may require the removal of any shelter if any provision of this agreement is breached for a period of thirty (30) consecutive days.
12. **CONDITIONS:** IC&SC shall not be required to provide any shelter in the event advertising contracts sufficient in number to make the project economically feasible shall not be securable. If the shelter(s) are not properly maintained or repaired, IC&SC must remove such shelter(s) at their sole expense.
13. **DUTY TO REMOVE:** In the event the VILLAGE fails to receive notice of renewal of either or both the Agreement and the Comprehensive General Liability Insurance on or before twenty (20) days before the expiration date of said coverages, or in the event either or both the Agreement and the Comprehensive General Liability Insurance are cancelled and no evidence of equal coverage is exhibited to the VILLAGE on or before twenty (20) days prior to the expiration date of either coverage, IC&SC agrees to immediately remove all of its shelters, including foundations, and if it fails to do so VILLAGE shall have the right to remove them and IC&SC shall be obligated to pay VILLAGE its costs for such removal.
14. **COMPENSATION TO THE VILLAGE:**
  - A. IC&SC will pay the VILLAGE twenty percent (20%) of the gross billings generated by the rental space of shelters within the VILLAGE. 'Gross Billings' is defined as the invoiced price to advertisers, without consideration of, or reduction for, trade discounts, rebates, refunds or credits. The only allowance that will be made is for a legitimate advertising fifteen (15%) commission.
  - B. IC&SC will render an annual payment to the VILLAGE, said payment to be received by March 1 of each year for all paid advertising revenue generated the previous year by shelters within the VILLAGE.
  - C. IC&SC will allow reasonable inspection by authorized VILLAGE officials, at IC&SC's office during normal business hours, to review annual revenues payable to the VILLAGE.
  - D. VILLAGE shall have the right to advertise community events or other public service notices if the advertising space in the VILLAGE is unsold. VILLAGE shall be responsible for any production costs, and must contact IC&SC for availability, placement and posting.
15. **NOTICES:** All notices herein provided for shall be sent prepaid registered or certified mail addressed to the VILLAGE Mayor/President or IC&SC President, at their respective business addresses.



**ENTIRE AGREEMENT**

This AGREEMENT represents the entire agreement between IC&SC and VILLAGE OF TINLEY PARK and supersedes all prior negotiations and agreements. This AGREEMENT may be amended only by written instrument signed by both parties hereto. This AGREEMENT and any modifications or additions hereto shall be binding upon and inure to the benefit of the respective parties, heirs, successors, assigns, partners, and legal representatives. IC&SC, or any future assignee may assign this Agreement without the consent of the VILLAGE.

The VILLAGE warrants and represents that it has the authority to enter into this AGREEMENT and that the necessary and proper resolutions have been approved and passed by the proper VILLAGE Officials; further, it is warranted and represented that the signatories to this AGREEMENT have the authority to so act.

**ACCEPTED AND APPROVED:**

ILLINOIS CONVENIENCE &amp; SAFETY CORPORATION

BY: \_\_\_\_\_  
BRUCE J. CAMPBELL, PRESIDENT

ATTEST:

\_\_\_\_\_

VILLAGE OF TINLEY PARK

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



DATE (MM/DD/YYYY)  
10/29/2020

## CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b> King-Forman Insurance Agency 2604 E. Dempster St., #501 Park Ridge, IL 60068 King-Forman Insurance Agency		<b>847-298-1636</b>		<b>CONTACT NAME:</b> Jamie Freitag <b>PHONE (A/C, No, Ext):</b> 847-298-1636 <b>FAX (A/C, No):</b> 224-612-5369 <b>E-MAIL ADDRESS:</b> jfreitag@kingforman.com	
<b>INSURED</b> Illinois Convenience and Safety Corporation 6624 W Irving Park Road Chicago, IL 60634		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Secura Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		<b>NAIC #</b> 22543	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CP3213591	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3213592	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3213594	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3213593	10/12/2020	10/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CP3213591	10/12/2020	10/12/2021	

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

## CERTIFICATE HOLDER

## CANCELLATION

<b>TINLEYP</b>  Village of Tinley Park Village Clerk Kristin A Thirion 16250 Oak Park Ave Tinley Park, IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2020-R-119**

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**A RESOLUTION APPROVING AN AGREEMENT BETWEEN  
INTEGRATED DOCUMENT TECHNOLOGIES, INC. AND THE VILLAGE OF TINLEY  
PARK**

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

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

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**RESOLUTION NO. 2020-R-119****A RESOLUTION APPROVING AN AGREEMENT BETWEEN  
INTEGRATED DOCUMENT TECHNOLOGIES, INC. AND THE VILLAGE OF TINLEY  
PARK**

**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 Integrated Document Technologies, Inc, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 1<sup>st</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 1<sup>st</sup> day of December, 2020, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**

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


CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-119, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN INTEGRATED DOCUMENT TECHNOLOGIES, INC. AND THE VILLAGE OF TINLEY PARK,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



CAPSYS & OnBase System Upgrades / Redundant OnBase Application Server & Test System Deployment			
		Integrated Document Technologies 1009 Hawthorn drive Itasca, IL 60143 Phone: (949) 542-7097 Fax: (630) 875-1101	
		Village of Tinley Park Dennis Maleski <a href="mailto:dmaleski@tinleypark.org">dmaleski@tinleypark.org</a>	
		Prepared by: Michael Nolfo, President 6/11/20	
QTY	Description		
Hyland Optional Add-On Licensing			
1	Hyland OnBase - Document Import Module (DIP) - Imports documents (scanned or other) and their respective index information - <b>Customer declined-</b>	\$5,000	\$0
Note:	<b><i>In the event VTP decides to run the DIP process on the second redundant server (optional), This license would need to be added for a redundant configuration. Should VTP opt not to purchase this second DIP license, than you would only have one instance of DIP running on the primary server.</i></b>		
1	Hyland OnBase - Document Import Module Annual Maintenance (12 Months) - <b>Customer declined-</b>	\$1,000	\$0
Optional Hyland OnBase License & Additional SWA			\$0
CAPSYS & Hyland CONFIGURATION, UPGRADE & DEPLOYMENT SERVICES (ONE-TIME FEE)			
<b><i>All professional services are a Not-to-Exceed Estimate</i></b>			
<b>Professional Services during Standard Business Hours (Performed remotely)</b>			
24	Project Management, status meetings, software installation and upgrade services for the following: Perform an in-place upgrade to move to CAPSYS CAPTURE 2019. (See CAPSYS/OnBase Environment Documentation below). Includes Testing batch profile(s), scanner connectivity and ExportPro module to new OnBase version.	\$185	\$4,440
48	Perform a new installation of Hyland OnBase Foundation EP2 or EP3 (depending on timing) on the new VMs for Production. (Will mitigate downtime and production interruptions to current environment including Agenda Management). Update & test the Agenda Management workflow processes. Convert & Test existing (2) Agenda Input eForms. Migrate & Test all document types to Full Text OCR License (replace deprecated Autonomy Idol License). Test all HR Unity Forms & workflow processes.	\$185	\$8,880
40	Upgrade and update the Agenda Management legacy agenda item forms, workflow, and custom scripts as required. <i>Please note: IDT and Hyland recommends that the Village move to using Unity Forms in the future, although the Village may continue tp stay on the current implementation at this time. (These services can be quoted separately by IDT when the Village is ready to make this move).</i>	\$185	\$7,400
8	Add (1) redundant OnBase application VM to the OnBase production environment, (1) redundant SQL server & (1) redundant image storage location. Configure (1) new redundant DIP License to new application server.	\$185	\$1,480
1	Upgrade Hyland test environment & Sync the Test system to the OnBase production system. (Optional)- <b>Customer Declined-</b>	\$7,400	\$0
<b><u>Recommended CAPSYS/OnBase Environment</u></b>			
(Current) Tp-vhvdmcapp – Capsys App Server			
(Current) Tp-vhvdmcweb – Capsys Web Server			
(Current) Tp-vhvdctest – OnBase Test Server. <i>Add another redundant Test server if we have (2) OnBase application servers.</i>			
(Current) Tp-vhvdmhapp – Hyland Production Application Server			
<i>(New) Tp-vhvdmhapp 2 – Hyland Production Application (redundant) Server</i>			
(Current) SQL Server (CAPSYS & Hyland shared)			
<i>(New) SQL Server 2- (CAPSYS &amp; Hyland shared)</i>			
<b>Assumptions:</b> Village of Tinley Park is current on their CAPSYS and Hyland OnBase Maintenance which is required in order to be eligible to receive any new software versions. IDT will be provided remote access during standard business hours M-F 9am-5pm CT to hardware for implementation.			

Except as noted in this proposal: no new processes, application development, new functionality or integrations are included in project scope within CAPSYS or Hyland OnBase.

Village of Tinley Park will provide copies of images and databases as required throughout the upgrades.

All Microsoft SQL Server 2019 & WIN 2016 O.S. licensing will be provided by Village of Tinley Park for this project.

IDT will acquire the updated licensing for CAPSYS CAPTURE and Hyland OnBase (Includes updated Full Text OCR from Hyland).

IDT will migrate the **current functionality** for Agenda Management over into OnBase Foundation version installed at the Village of Tinley Park.

Village of Tinley Park will provide the necessary I.T. resources required for the project.

Notes:

*The above pricing is a **not to exceed** estimate based on the documented scope of work, subject to final agreed upon SOW. Any work outside of scope will be subject to a change control, which may impact the amount of services and timelines required to complete the project. IDT will only invoice for actual service hours rendered. Assumes all services will be performed remotely during standard business hours, M-F from 8 am-5 PM CT. IDT's rate for services performed during standard business hours is \$185.00/hour. Any services performed afterhours or on weekend work will be subject to the rate of \$275/hour and will require pre-approval.*

<b>Professional Services Subtotal:</b>	<b>\$22,200</b>
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<b>TOTAL COST (Excluding applicable sales tax):</b>	<b>\$22,200</b>
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***This proposal is valid for 60 days and excludes applicable sales tax. Prices do not include expenses such as, travel, per diem, lodging, phone, fax, etc. incurred by IDT or its agents as related to this proposal. Expenses will be billed at actual cost incurred by IDT. All professional services will be invoiced semi-monthly as services are rendered and are due net 30 day terms.***

\_\_\_\_\_  
Village Of Tinley Park- Authorized Signature

\_\_\_\_\_  
Date

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## Voucher List

Village of Tinley Park

Page: 1

Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126284	11/20/2020	003127 BLUE CROSS BLUE SHIELD	BCBS-NA-PPPR120120		IL065LB000001212-0 HEALTH INS EXP-I 86-00-000-20430	964.50
			BCBS-NA-PR120120		IL065LB000001212-0 HEALTH INS EXP-I 86-00-000-20430	1,930.00
					<b>Total :</b>	<b>2,894.50</b>
126285	11/20/2020	019214 BLUE CROSS BLUE SHIELD	BCBS-DA-PPPR120120		IL065LB000001212-0 HEALTH INS EXP-I 86-00-000-20430	219.18
			BCBS-DA-PR120120		0000ILLB1212 HEALTH INS EXP-NOV PI 86-00-000-20430	129.61
					<b>Total :</b>	<b>348.79</b>
126286	11/20/2020	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-PPPR120120		A/C#271855-HEALTH INS-NOV PMT/DE 86-00-000-20430	17,776.45
			HCSVCS-PR120120		A/C#271855-HEALTH INS-NOV PMT/DE 86-00-000-20430	12,619.84
					<b>Total :</b>	<b>30,396.29</b>
126287	11/20/2020	002613 UNITED HEALTHCARE AARP	AARP -PPPR120120		AARP POLICE PENSION NOV PMT/DEC 86-00-000-20430	3,243.75
					<b>Total :</b>	<b>3,243.75</b>
4 Vouchers for bank code : ap_py						<b>Bank total : 36,883.33</b>

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## Voucher List

Village of Tinley Park

Page:

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189780	11/13/2020	019659 SELBY, REBECCA & JEFF	Ref001398084		UB Refund Cst #00503107,overpmt 60-00-000-20599	598.07
					<b>Total :</b>	<b>598.07</b>
189781	11/13/2020	019660 PORTER, THOMAS & MARY ANN	Ref001398085		UB Refund Cst #00463158, overpmt 60-00-000-20599	827.45
					<b>Total :</b>	<b>827.45</b>
189782	11/20/2020	010955 A T & T LONG DISTANCE	827776689		CORP ID 931719 LB TIP LINE 01-17-225-72120	41.69
					<b>Total :</b>	<b>41.69</b>
189783	11/20/2020	014341 AFTERMATH, INC.	JC2020-8361		BIO-HAZARDOUS CLEANING -TPPD 01-17-205-72750	155.00
					<b>Total :</b>	<b>155.00</b>
189784	11/20/2020	011466 ALBERTSONS/SAFEWAY	111820		****0415 ICE,TIDE,ALCOHOL 60-00-000-73115 64-00-000-73115 01-26-023-73115 01-26-024-73115 01-26-023-73870	13.68 5.86 19.54 9.78 47.94
					<b>Total :</b>	<b>96.80</b>
189785	11/20/2020	002470 AMPEST EXTERMINATION LLC	83758		TREAT/REMOVE HORNETS NEST FRO/ 01-26-023-72790	175.00
			83759		TREAT FRO WASPS/HORNETS NEST 01-26-023-72790	175.00
			83763		INSPECT/TREAT/REMOVE HORNET NE 01-26-023-72790	175.00
			83764		INSPECT/TREAT/REMOVE HORNETS N 01-26-023-72790	175.00
					<b>Total :</b>	<b>700.00</b>
189786	11/20/2020	010026 ANDERSON PUMP SERVICE	RH-14517		PETROVEND K800 WEATHER SHIELD 01-26-025-72520	117.95
					<b>Total :</b>	<b>117.95</b>

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## Voucher List

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## Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189787	11/20/2020	019668 BALOGUN, JOSEPH & ADETUTU	Ref001398359		UB Refund Cst #00469485, Overpmt 60-00-000-20599	1,100.44
					<b>Total :</b>	<b>1,100.44</b>
189788	11/20/2020	010953 BATTERIES PLUS - 277	P33424804		SLA 12-8F BATTERY 14-00-000-74150	140.00
					<b>Total :</b>	<b>140.00</b>
189789	11/20/2020	003015 BEHRENS, JERRY	AP120120		JERRY BEHRENS HEALTH INSURANCE 01-17-205-72435	157.50
					<b>Total :</b>	<b>157.50</b>
189790	11/20/2020	003127 BLUE CROSS BLUE SHIELD	BCBS-NA-AP120120		IL065LB000001212-0 HEALTH INS NOV- 01-26-023-72435	156.00
					01-33-300-72435	111.50
					60-00-000-72435	58.51
					63-00-000-72435	11.14
					64-00-000-72435	29.85
					60-00-000-72435	58.51
					63-00-000-72435	11.14
					64-00-000-72435	29.85
					60-00-000-72435	58.51
					63-00-000-72435	11.14
					64-00-000-72435	29.85
					60-00-000-72435	65.56
					63-00-000-72435	12.49
					64-00-000-72435	33.45
					01-12-000-72435	117.50
					01-19-020-72435	248.00
					01-26-023-72435	335.00
					01-33-300-72435	87.50
					60-00-000-72435	54.68
					63-00-000-72435	10.42
					64-00-000-72435	27.90
					60-00-000-72435	58.51
					63-00-000-72435	11.14
					64-00-000-72435	29.85

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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
189790	11/20/2020	003127 BLUE CROSS BLUE SHIELD	(Continued) BCBS-NA-PPAP120120		IL065LB000001212-0 HEALTH INS EXP-I 01-17-205-72435	964.50
					<b>Total :</b>	<b>2,622.50</b>
189791	11/20/2020	019214 BLUE CROSS BLUE SHIELD	BCBS-DA-AP120120		0000ILLB1212 HEALTH INS EXP-NOV PI 01-26-023-72435	69.51
					01-33-300-72435	60.09
			BCBS-DA-PPAP120120		0000ILLB1212 HEALTH INS EXP-NOV PI 01-17-205-72435	219.16
					<b>Total :</b>	<b>348.76</b>
189792	11/20/2020	002960 BRANIFF COMMUNICATIONS, INC	0033080		REPAIR SIREN ON SITE#310 FIRE STAT 01-21-000-72575	185.00
					<b>Total :</b>	<b>185.00</b>
189793	11/20/2020	003148 BREMEN ANIMAL HOSPITAL, LTD	80044		YAMBO CHECK-UP 01-17-220-72240	73.00
					<b>Total :</b>	<b>73.00</b>
189794	11/20/2020	003050 BRUNO'S TUCKPOINTING, INC.	20-1385	VTP-018102	RETAINING WALL REPAIR VILLAGE HAI 01-26-025-72520	2,495.00
					<b>Total :</b>	<b>2,495.00</b>
189795	11/20/2020	003011 BUSCH PLASTICS INC.	39433	VTP-018075	COUNTER PLEXIGLASS SHIELD GUAR 01-26-025-74110	3,954.00
					01-26-025-74110	316.00
			39501		CLEAR ACRYLIC COUNTERTOP GERM 01-26-025-74110	1,728.00
					<b>Total :</b>	<b>5,998.00</b>
189796	11/20/2020	011929 CAPITAL ONE BANK (USA), N.A.	10/29/20		****6452 HALLOWEEN DECORATING PF 01-35-000-73870	100.00
			1012/20		****6452 COUNCIL CHAMBERS - FRAMI 01-14-000-73870	801.68
			101220	VTP-018076	****6452 HALLOWEEN DECORATIONS F 01-35-000-72923	73.26

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## Voucher List

Village of Tinley Park

Page:

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189796	11/20/2020	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
			101320		****6452 ECC FOOD FOR STRATEGIC P 01-41-045-72220	37.70
			101520		****6452 FACEBOOK POSTS FOR HALL 01-35-000-72653	25.00
			102020		****6452 ANIMAKER DASHBOARD 01-35-000-73110	35.00
			102120		****6452 GOTOMEETING MONTHLY CH/ 01-14-000-72720	25.16
			102720		****6452 RETURN MOSS AND TINSEL C 01-35-000-72923	-25.83
			102820		****6452 MOHTHLY SUBSCRIPTION 01-35-000-72720	27.72
			102920		****6452 HALLOWEEN DECORATING PF 01-35-000-73870	100.00
			102920		****6452 HALLOWEEN DECORATING PF 01-35-000-73870	100.00
			102920		****6452 BUSINESS PAPER 01-13-000-73110	27.72
			103020		****6452 HALLOWEEN EMPLOYEE EVEI 01-12-000-72170	36.00
			110320		****6452 CRAIN'S CHICAGO BUSINESS 01-15-000-72720	84.50
			111-2060632-19594081		****6452 WIRELESS BLUETOOTH SPEA 01-26-023-72120	91.60
					01-26-024-72120	45.80
					60-00-000-72120	57.25
					63-00-000-72120	6.87
					64-00-000-72120	27.48
			111-3365763-9237807		****6452 BLUETOOTH ADAPTER 01-26-023-72120	31.60
					01-26-024-72120	15.80
					60-00-000-72120	19.75
					63-00-000-72120	2.37
					64-00-000-72120	9.48
			111-3412039-4271409		****6452 LOGITECH VIDEO CAMERA FC 01-26-023-72120	244.00

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## Voucher List

Village of Tinley Park

Page:

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189796	11/20/2020	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
					01-26-024-72120	122.00
					63-00-000-72120	18.30
					64-00-000-72120	73.20
					60-00-000-72120	152.50
			111-8287726-1228200		****6452 LIFE-SIZE SANTA MAILBOX	
					01-35-000-72954	448.48
			112-0621459-0375439		****6452 BATTERY PACK	
					01-35-000-72982	47.99
			112-1808755-9620246		****6452 PLASTIC TABLE COVERS	
					01-35-000-72923	116.80
			112-5632970-7150623		****6452 RECORDABLE DISC	
					01-35-000-73870	19.98
			112-7160748-5179426		****6452 HALLOWEEN INFLATABLE	
					01-35-000-72923	45.99
			113-4696039-1233810		****6452 USB CHARGER	
					01-26-025-72530	25.98
			11379528		****6452 COMMUNICATION CABLE	
					60-00-000-72528	31.50
					63-00-000-72528	31.50
			114-1297450-4104265		****6452 CURVED FLOOR SIGNS	
					01-26-025-72530	783.20
			1213094624		****6452 ADOBE STOCK	
					01-35-000-72985	29.99
			147170		****6452 SUBSCRIPTION11/5-12/5/20	
					01-35-000-72954	319.00
			194483		****6452 MEMBERSHIP DAVID NIEMEYE	
					01-12-000-72720	1,400.00
			207479		****6452 K.CLARKE MEMBERSHIP TYPE	
					01-33-320-72720	455.00
			3186719		****6452 AICP MEMBERSHIP,PROF MEN	
					01-33-000-72720	819.00
			43014		****6452 HOLIDAY MASCOTS	
					01-35-000-72954	714.04
			84120-223-1-363c		****6452 ILCMA REGISTRATION FEE "M.	
					01-12-000-72170	45.00
			9013347206		****6452 MINIATURE CIRCUIT BREAKER	



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189796	11/20/2020	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)		60-00-000-72528	46.65
					63-00-000-72528	46.64
			BE0P3B2CEA84		****6452 MEMBERSHIP D.NIEMEYER	
					01-12-000-72720	230.00
					<b>Total :</b>	<b>8,022.65</b>
189797	11/20/2020	013388 CHICAGO METROPOLITAN AGENCY	FY2021--249		FY2021 LOCAL CONTRIBUTION POPUL	
					01-14-000-72720	2,144.60
					<b>Total :</b>	<b>2,144.60</b>
189798	11/20/2020	003137 CHRISTOPHER B.BURKE ENGINEERNG	162185		01.R160373.00007 POST 4 LIFT STATIOI	
			162186		61-00-000-75320	4,984.00
			162187		01.R160373.0003C LIGHTING PHASE 4 :	
			162188		30-00-000-75500	1,127.00
			162189		01.R160373.00002 INTERM VILL ENGINI	
					64-00-000-72540	429.00
					01.R160373.00022 DRY UTILITY RELOC	
					27-00-000-72840	7,008.00
					01.R160373.C0020 POST 7 FORCE MAIL	
					61-00-000-75305	134.00
					<b>Total :</b>	<b>13,682.00</b>
189799	11/20/2020	012057 COMCAST CABLE	8771401810010702		ACCT#8771401810010702 VH CABLE 11	
			8771401810028977		01-35-000-72720	8.18
					ACCT#8771401810028977 7980 183RD :	
					01-26-025-72517	47.86
					<b>Total :</b>	<b>56.04</b>
189800	11/20/2020	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 RR STN 18001 80TH	
			0385440022		01-26-025-72510	2,250.95
			0471006425		ACCT#0385440022 SS BROOKSIDEGLN	
			0637059039		64-00-000-72510	281.89
					ACCT#0471006425 19948 SILVERSIDE I	
					01-26-024-72510	59.97
					ACCT#0637059039 7950 W TIMBER DR	
					64-00-000-72510	70.61

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189800	11/20/2020	013878	COMED - COMMONWEALTH EDISON			
			(Continued)			
			2922039023		ACCT#29220399023 9342 PARKWOOD I	
					01-26-024-72510	19.42
			4943163008		ACCT#4943163008 7650 TIMBER DR 10.	
					70-00-000-72510	21.04
					<b>Total :</b>	<b>2,703.88</b>
189801	11/20/2020	012410	CONSERV FS, INC.			
			66039700		FS SUNNY,CURLEX ERO BLANKET,STA	
					60-00-000-73680	86.27
					63-00-000-73680	9.59
					64-00-000-73680	41.08
					<b>Total :</b>	<b>136.94</b>
189802	11/20/2020	018234	CORE & MAIN LP			
			N306278		STRT BALL CURB CTS NO LEAD, CPLG	
					60-00-000-73630	307.82
					63-00-000-73630	34.20
					64-00-000-73630	146.58
			N306286		3/4 STRT BALL CURB CTS NO LEAD,3/4	
					60-00-000-73630	310.25
					63-00-000-73630	34.47
					64-00-000-73630	147.74
			N306296		CB LID WPLUG/CURB BOX LID, SNAP C	
					60-00-000-73630	70.72
					63-00-000-73630	7.86
					64-00-000-73630	33.67
			N307579		3/4 BRNZ METER CONNECTION NO LE.	
					60-00-000-73631	490.00
					64-00-000-73631	210.00
					<b>Total :</b>	<b>1,793.31</b>
189803	11/20/2020	019665	COSBY, ROSAMARIE			
			111720		COMMUTER IS NO LONGER GOING DC	
					70-00-000-79000	15.00
					<b>Total :</b>	<b>15.00</b>
189804	11/20/2020	019669	CUZZO, MIKE			
			Ref001398360		UB Refund Cst #00455104	
					60-00-000-20599	23.52

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189804	11/20/2020	019669 019669 CUZZO, MIKE	(Continued)		<b>Total :</b>	<b>23.52</b>
189805	11/20/2020	018889 DROP'S VENDING INC	110920		SODA MACHINE SERVICE CALL 01-26-025-72530	195.00
					<b>Total :</b>	<b>195.00</b>
189806	11/20/2020	004152 ECOLAB PEST ELIMINATION INC.	3417649		COCKROACH/RODENT PROGRAM 01-26-025-72790	474.44
			3417650		COCKROACH/RODENT PROGRAM - TR 01-26-025-72790	86.48
					<b>Total :</b>	<b>560.92</b>
189807	11/20/2020	019670 ELKMONT LLC	Ref001398361		UB Refund Cst #00476360 60-00-000-20599	6.62
					<b>Total :</b>	<b>6.62</b>
189808	11/20/2020	019043 FIRST ARRIVING LLC	2273		DASHBOARD RENEWAL - ANNUAL SUB 01-19-000-72750	3,490.00
					<b>Total :</b>	<b>3,490.00</b>
189809	11/20/2020	012941 FMP	52471306		RADIATOR FAN 01-17-205-72540	218.46
			52-471584		BRAKE ROTOR AND BRAKE LINING KIT 01-26-024-72540	247.01
			53377543		WHEEL BEARING & HUB ASSEMBLY 01-17-205-72540	286.44
					<b>Total :</b>	<b>751.91</b>
189810	11/20/2020	011132 FORCE ENTERPRISES	051351		FD RETURN ENVELOPES 14-00-000-72310	168.02
					<b>Total :</b>	<b>168.02</b>
189811	11/20/2020	011611 FOX VALLEY FIRE & SAFETY CO.	IN00380151		SECURITY ALARM SYSTEM SERVICE 01-26-025-72122	415.00
			IN00396222		RADIO MAINTENANCE 14-00-000-72550	447.50
					<b>Total :</b>	<b>862.50</b>

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189812	11/20/2020	004346 FRAME TECH, INC.	37182		WHEEL ALIGN- UNIT 10B 01-17-205-72540	55.00
					<b>Total :</b>	<b>55.00</b>
189813	11/20/2020	002877 G. W. BERKHEIMER CO., INC.	766231		FILTERS 01-26-025-72520	32.34
					<b>Total :</b>	<b>32.34</b>
189814	11/20/2020	004458 GATTO'S RESTAURANT & BAR	111120		8005 W. 183RD ST, WINTER DINING GR 01-97-000-79146	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
189815	11/20/2020	004438 GRAINGER	9711267634		HAND SANITIZER REFILL CART 01-26-025-73580	203.92
					<b>Total :</b>	<b>203.92</b>
189816	11/20/2020	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-AP120120		A/C#271855-HEALTH INS EXPENSE-NO 01-21-210-72435 01-26-025-72435 60-00-000-72435 63-00-000-72435 64-00-000-72435 01-26-025-72435 01-26-023-72435 01-26-024-72435 01-17-220-72430	316.61 202.87 119.30 22.72 60.85 832.51 2,607.24 965.46 -0.14
			HCSVCS-PPAP120120		A/C#271855-HEALTH INS EXP-NOV WH, 01-17-205-72435	22,746.66
					<b>Total :</b>	<b>27,874.08</b>
189817	11/20/2020	004616 HILTI INC	4616750406		CUTTING DISC 01-26-023-73770	516.00
					<b>Total :</b>	<b>516.00</b>
189818	11/20/2020	010238 HOME DEPOT CREDIT SERVICES	1792421		****2304 TOOL CASE WITH FOAM 60-00-000-73410 63-00-000-73410	78.87 8.76

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189818	11/20/2020	010238 HOME DEPOT CREDIT SERVICES	(Continued)		64-00-000-73410	37.56
					<b>Total :</b>	<b>125.19</b>
189819	11/20/2020	001487 HOMEWOOD DISPOSAL SERVICE	7197180		30YD EXCHANGE HAUL AND DUMP CH 01-26-023-72890	373.00
					<b>Total :</b>	<b>373.00</b>
189820	11/20/2020	015545 IMAGING SYSTEMS, INC.	5020-02	VTP-018127	<CLRK> - ANNUAL CAPSYS SFTW ASSI 01-13-000-72655	3,129.93
					<b>Total :</b>	<b>3,129.93</b>
189821	11/20/2020	005127 INGALLS OCCUPATIONAL MEDICINE	289944		DRUG SCREENING E.SPIEWAK 01-26-025-72735	59.00
			291986		OCT'20 EMPLOYEE SCREENINGS 60-00-000-72150	27.65
					63-00-000-72150	27.65
					64-00-000-72150	23.70
					01-26-025-72735	20.00
					01-26-023-72735	59.00
					01-26-025-72446	359.00
					01-14-000-72985	35.00
			292262		EMPLOYMENT SCREENING TESTS OC 01-42-000-72446	65.00
					01-14-000-72985	35.00
					01-26-023-72735	59.00
					01-19-000-72150	100.00
			292263		OCT'20 EMPLOYEE SCREENING 01-19-000-72150	1,043.00
					<b>Total :</b>	<b>1,913.00</b>
189822	11/20/2020	013235 INTEGRITY SIGN COMPANY	87130	VTP-017988	MONUMENT SIGNS AT 159TH & HARLE 01-26-025-72520	4,040.00
					<b>Total :</b>	<b>4,040.00</b>
189823	11/20/2020	005186 INTERSTATE BATTERY SYSTEM	290612		PUMP HOUSE BATTERY 60-00-000-72520	24.47

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189823	11/20/2020	005186 INTERSTATE BATTERY SYSTEM	(Continued)		63-00-000-72520	24.46
					64-00-000-72520	20.97
					<b>Total :</b>	<b>69.90</b>
189824	11/20/2020	005250 J & L DOORS, INC	741971		CLOSER 4040 XP REG/PA TBSRT AL	
					01-26-025-72520	362.23
					<b>Total :</b>	<b>362.23</b>
189825	11/20/2020	019663 LAHEY, DONNA	111620		PASS NO LONGER NEEDED -WILL WOF	
					70-00-000-79000	60.00
					<b>Total :</b>	<b>60.00</b>
189826	11/20/2020	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20201031		OCT'20 - BILLING ID 1038013	
					01-17-225-72852	269.50
					<b>Total :</b>	<b>269.50</b>
189827	11/20/2020	014846 LORENCE, BRUCE	120120		DEC'20 OPA TRAIN STATION MAINTEN/	
					01-26-025-72530	30.00
					<b>Total :</b>	<b>30.00</b>
189828	11/20/2020	007100 M. E.SIMPSON COMPANY, INC	35866		LEAK SERVICE FOR 18042 SAYRE AVE	
			35950		60-00-000-72513	250.00
				VTP-018089	WATER ASSESSMENT PROGRAM	
				VTP-018089	60-00-000-72513	8,664.00
					60-00-000-72790	7,555.00
					<b>Total :</b>	<b>16,469.00</b>
189829	11/20/2020	019379 MACQUEEN EMERGENCY GROUP	P05614		GAUGE	
			W00428		01-19-000-72540	138.12
					T-48 REPLACE REAR BRAKE SHOES A	
					01-19-000-72540	15,750.08
					<b>Total :</b>	<b>15,888.20</b>
189830	11/20/2020	012631 MASTER AUTO SUPPLY, LTD.	15030-95416		TIE RODS	
					01-17-205-72540	71.08
			15030-95416		SWAY BAR LINK KIT	
					01-17-205-72540	53.76

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189830	11/20/2020	012631 012631 MASTER AUTO SUPPLY, LTD.	(Continued)		<b>Total :</b>	<b>124.84</b>
189831	11/20/2020	019664 MCCONNELL, TIM	111620		PARKING PASS NO LONGER NEEDED, 70-00-000-79000	60.00
					<b>Total :</b>	<b>60.00</b>
189832	11/20/2020	006074 MENARDS	96133		30 G TUFF1 TOTE, BLOW OFF 152A DU 01-26-025-73870	67.88
			96134		TAPE UNIT 01-26-025-73870	6.48
			96137		KWIKSEAL CLR, KWIKSEAL WHITE 60-00-000-73410	7.35
			96206		20A TR ST GFCI 3PK, GANG HOR GFI C 01-26-025-73570	52.84
			96348		1 LTR DRAIN OPNR INST PWR 01-26-025-73630	7.38
			96354		16 PC WOOD HOLE SAW KIT, MF-DPSK 01-26-023-73840	25.94
			96356		KLEENEX,PAPER TOWEL,LATCH BOX,I 01-26-024-73115	8.74
					01-26-023-73115	17.47
					60-00-000-73115	12.23
					64-00-000-73115	5.24
					01-26-025-73580	24.73
					01-26-025-73110	36.89
					<b>Total :</b>	<b>273.17</b>
189833	11/20/2020	019623 MISFITS CONSTRUCTION COMPANY	2021004-02		STREAMBANK STABILIZATION IMPROV 65-00-000-75310	252,630.00
					<b>Total :</b>	<b>252,630.00</b>
189834	11/20/2020	017651 MSC INDUSTRIAL SUPPLY CO.	4218179001		HOSE,FITTINGS,SILICONE LUBE, AND I 01-26-023-72540	175.15
					<b>Total :</b>	<b>175.15</b>
189835	11/20/2020	014443 MURPHY & MILLER, INC	MC00008852	VTP-017907	ANNUAL HVAC MAINTENANCE & INSPE 01-26-025-72790	436.00

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189835	11/20/2020	014443 MURPHY & MILLER, INC	(Continued) MC00008853	VTP-017907	ANNUAL HVAC MAINTENANCE & INSPE 01-26-025-72790	592.83
			MC00008854	VTP-017907	ANNUAL HVAC MAINTENANCE & INSPE 01-26-025-72790	587.00
			SVC00029365	VTP-018065	80TH AVE EVO BOILER REPAIR 01-26-025-72530	4,479.00
Total :						6,094.83
189836	11/20/2020	019305 MXTOOLBOX INC	650283	VTP-018128	<IT> - EMAIL BLACKLIST MONITORING 01-16-000-72650	3,588.00
Total :						3,588.00
189837	11/20/2020	015723 NICOR	49924710004		ACCT#49924710004 9191 W 175TH ST M 01-26-025-72511	214.85
Total :						214.85
189838	11/20/2020	012575 P & G KEENE ELECTRICAL	216544		NEW PMGR STR 01-21-000-72540	128.00
Total :						128.00
189839	11/20/2020	013096 PACE SYSTEMS INC	IN00033779		HPE HARD DRIVE 2TB 01-16-000-72565	150.00
Total :						150.00
189840	11/20/2020	006475 PARK ACE HARDWARE	064607/1		ACCT#89143 EXTENTION CORD 01-19-000-72540	5.59
			064614/1		ACCT#9404 STRAP TOGGLE XL 01-19-000-73870	9.18
			064635/1		ACCT#9404 TOILET SEAT AND HAND T 01-19-000-72524	19.99
					01-19-000-73410	1.00
			64611/1		ACCT#9404 SPONGE,TOILET PAPER,P 01-19-000-73580	686.02
					01-19-000-72220	324.13
					01-19-000-73870	137.38
Total :						1,183.29



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189841	11/20/2020	019662 PETERTIL, ROSE	111320		UNUSED COMMUTER PARKING PERMI 70-00-000-79000	105.00
					<b>Total :</b>	<b>105.00</b>
189842	11/20/2020	015491 PIZZO & ASSOCIATES, LTD.	24203	VTP-017818	FAIRFILED GLEN POND RESTORATION 30-00-000-73681	3,034.73
					<b>Total :</b>	<b>3,034.73</b>
189843	11/20/2020	006545 PRECISION CARTRIDGE INC.	2294	VTP-017902	AMMUNITION 01-17-220-73760	4,415.00
					<b>Total :</b>	<b>4,415.00</b>
189844	11/20/2020	006361 RAY O' HERRON CO INC	2066248-IN	VTP-018050	NEW BODY ARMOR - COMMUNITY SEF 01-17-220-74618	3,028.80
					<b>Total :</b>	<b>3,028.80</b>
189845	11/20/2020	006974 RINGHOFER, WILLIAM	111705		NOV'20 HEALTH INSURANCE REIMBUR 01-17-205-72435	593.13
					<b>Total :</b>	<b>593.13</b>
189846	11/20/2020	006874 ROBINSON ENGINEERING CO. LTD.	20090328		PROJ. 20-R0055 MISC SVC 5/2-8/28/20 30-00-000-74604 65-00-000-72840 01-26-023-72840 01-33-310-72840 01-14-000-72790 60-00-000-72840 63-00-000-72840 64-00-000-72840	400.00 188.00 1,165.50 1,288.00 188.00 588.42 65.38 280.20
					<b>Total :</b>	<b>4,163.50</b>
189847	11/20/2020	019092 RORY GROUP, LLC	3494		BUSINESS CONSULTING FEE NOV'20 01-11-000-72790	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
189848	11/20/2020	007049 RYDIN DECAL	375411		2021 COMMUTER PARKING 70-00-000-72310	1,468.90

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189848	11/20/2020	007049 007049 RYDIN DECAL	(Continued)		<b>Total :</b>	<b>1,468.90</b>
189849	11/20/2020	007316 SALINA'S PASTA & PIZZA INC	103020		RICHEY'S 'WALKOUT' MEAL 01-19-000-72974	66.87
					<b>Total :</b>	<b>66.87</b>
189850	11/20/2020	019586 SIP WINE BAR INC	111120		17424 OPA SIP WINE BAR-WINTER DINI 01-97-000-79146	5,000.00
					<b>Total :</b>	<b>5,000.00</b>
189851	11/20/2020	019672 SOUNDGROWLER BREWING CO	111120		8201 183RD ST.SOUNDGROWLER-WIN' 01-97-000-79146	4,847.90
					<b>Total :</b>	<b>4,847.90</b>
189852	11/20/2020	007350 SOUTH SUB. MAYORS & MANAGERS	2020-308		EAP PREMIUM 11/1/20-4/30/21 01-12-000-72447	6,345.00
					<b>Total :</b>	<b>6,345.00</b>
189853	11/20/2020	015452 STEINER ELECTRIC COMPANY	S006767146.002		REEL COILS 27-00-000-75302	1,305.46
					<b>Total :</b>	<b>1,305.46</b>
189854	11/20/2020	007090 STERICYCLE INC.	4009733909		STERI-SAFE COMPLIANCE SOLUTIONS 01-17-205-72750	2,162.40
					<b>Total :</b>	<b>2,162.40</b>
189855	11/20/2020	014793 STS TOWING	8163		FLATBED 01-21-000-72540	50.00
			8239		FLATBED 01-17-220-72753	50.00
					<b>Total :</b>	<b>100.00</b>
189856	11/20/2020	007297 SUTTON FORD INC./FLEET SALES	515429		BRACKET ENGINE 01-17-205-72540	72.86
			515603		SEAL IT ASY AND OIL 01-17-205-72540	80.37
					<b>Total :</b>	<b>153.23</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189857	11/20/2020	019673 SWEET SPOT SPORTS BAR LLC	111120		19110 S OPA SWEET SPOT -WINTER DI 01-97-000-79146	4,141.78
					<b>Total :</b>	<b>4,141.78</b>
189858	11/20/2020	011248 TEMPERATURE EQUIPMENT CORP.	111920		ADJ FEB '20 AMEND RET-20TH-PMT-FIN 01-97-000-79129	10,755.00
			6489358-00		AIR SENSOR AND SUPPLY AIR TEMPEF 01-26-025-72520	156.06
			6502456-00		AIR SENSOR AND SUPPLY AIR TEMPEF 01-26-025-72520	-156.06
					<b>Total :</b>	<b>10,755.00</b>
189859	11/20/2020	017520 THE COP FIRE SHOP	118773		CODE COMPLIANCE OFFICER POLOS 01-33-300-73610	21.00
					<b>Total :</b>	<b>21.00</b>
189860	11/20/2020	018724 THE LOCKER SHOP	80602		SHIRTS 01-19-000-73610	77.00
			OE 80603		BOOT AND PANT 01-19-000-73610	217.00
			OE78856		1/4 ZIP JOB SHIRT 01-19-000-73610	74.00
			OES 80601		POLO SHIRT 01-19-000-73610	62.00
					<b>Total :</b>	<b>430.00</b>
189861	11/20/2020	019584 TOXOPTIX LLC	2020-09-14	VTP-018040	TOXOPTIX X3 PENLIGHT 01-17-205-73875	608.02
					<b>Total :</b>	<b>608.02</b>
189862	11/20/2020	004106 TYLER TECHNOLOGIES, INC	025-315630		INCODE COURT ANNUAL MAINT 1/1/21- 01-17-205-72655	13,367.46
					<b>Total :</b>	<b>13,367.46</b>
189863	11/20/2020	017164 UDAYKEE, SCOTT	111720		REIMBURSEMENT FOR BELT PART - Df 01-26-025-72530	8.26
					<b>Total :</b>	<b>8.26</b>

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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
189864	11/20/2020	002613 UNITED HEALTHCARE AARP	AARP-AP120120		NOV 20 PYMT FOR DEC 20 COVERAGE	
					01-33-300-72435	135.85
					01-13-000-72435	222.89
					60-00-000-72435	126.11
					01-17-205-72435	135.85
					60-00-000-72435	310.95
					01-26-024-72435	215.03
					01-26-023-72435	114.16
					60-00-000-72435	204.58
					01-17-205-72435	86.29
					60-00-000-72435	41.16
					01-26-025-72435	41.14
					01-17-205-72435	172.57
			AARP-PPAP120120		AARP POLICE PENSION NOV PMT/DEC	
					01-17-205-72435	2,816.69
					<b>Total :</b>	<b>4,623.27</b>
189865	11/20/2020	007987 UNITED METHODIST CHURCH	120120		DEC'20 PARKING RENTAL	
					70-00-000-72621	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
189866	11/20/2020	018250 VERIZON CONNECT NWF INC	OSV000002265349		CUST ID TINL001 10/01/20-10/31/20	
					01-26-023-72790	275.23
					<b>Total :</b>	<b>275.23</b>
189867	11/20/2020	011416 VERIZON WIRELESS	9866968565		ACCT 280481333-00001 10/14-11/13/20	
					11-00-000-72127	73.73
					01-11-000-72127	216.06
					01-12-000-72127	144.04
					01-13-000-72127	36.01
					01-15-000-72127	36.01
					01-16-000-72127	184.44
					01-17-220-72127	1,804.91
					01-17-205-72127	396.15
					01-19-000-72127	540.46
					01-19-020-72127	108.03
					01-21-000-72127	288.08

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189867	11/20/2020	011416 VERIZON WIRELESS	(Continued)			
					01-26-023-72127	540.15
					01-26-025-72127	216.06
					01-33-300-72127	144.04
					01-33-310-72127	108.03
					01-33-320-72127	108.03
					01-35-000-72127	108.03
					60-00-000-72127	201.67
					63-00-000-72127	201.67
					64-00-000-72127	172.94
			9866968566		ACCT 2804813333-00003 10/14-11/13/20	
					01-11-000-72120	260.43
					01-12-000-72120	126.72
					01-13-000-72120	84.48
					01-14-000-72120	12.67
					01-15-000-72120	84.65
					01-16-000-72120	260.77
					01-17-205-72120	4,178.54
					01-19-000-72120	226.50
					01-19-020-72120	217.07
					01-21-000-72120	86.25
					01-21-210-72120	214.74
					01-26-023-72120	1,238.35
					01-26-024-72120	178.28
					01-26-025-72120	262.76
					01-33-300-72120	145.46
					01-33-310-72120	216.20
					01-35-000-72120	42.24
					63-00-000-72120	46.76
					64-00-000-72120	200.38
					60-00-000-72120	420.79
					01-14-000-72120	-50.00
			9866969968		ACCT#285837077-00001 TELLULAR 1, :	
					01-17-205-72127	8.85
					<b>Total :</b>	<b>14,091.43</b>
189868	11/20/2020	014938 VILLAGE OF LANSING	111920		ADJ FEB'20 AMEND RET-20TH PYMT FI	

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## Voucher List

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189868	11/20/2020	014938 VILLAGE OF LANSING	(Continued)		01-97-000-79129	10,755.00
					<b>Total :</b>	<b>10,755.00</b>
189869	11/20/2020	006362 VILLAGE OF OAK LAWN	7287		IEPA REICH LOAN PAY REIMBURSEMEI	
			7295		60-00-000-73221	206,891.32
					IEPA TRANSMISSION MAIN 4A REIMB L	
					60-00-000-73221	181,673.89
					<b>Total :</b>	<b>388,565.21</b>
189870	11/20/2020	012368 VISION INTEGRATED GRAPHICS,LLC	540898		LATE NOTICES FOR OCT. 1ST BILLS 20	
					60-00-000-72310	292.29
					64-00-000-72310	125.27
					60-00-000-72110	497.42
					64-00-000-72110	213.18
					<b>Total :</b>	<b>1,128.16</b>
189871	11/20/2020	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4798348-0		LINERS	
			4812097-0		01-26-025-73580	464.20
			4812097-1		TOILET CLEANER AND DISINFECTION '1	
					01-26-025-73580	68.40
					DISINFECTANT WIPES	
					01-26-025-73580	67.44
			4814049-0		LINER, 43X47 BLK 1.1 MIL	
			4814478-0		01-26-025-73580	155.52
					FACE MASKS	
					01-26-025-73870	494.67
			C4798348-0		LINERS - CREDIT FOR INV 4798348-0	
					01-26-025-73580	-464.20
					<b>Total :</b>	<b>786.03</b>
189872	11/20/2020	013263 WEST SIDE TRACTOR SALES	S89503		OIL FILTERS	
					60-00-000-72530	111.44
					63-00-000-72530	37.15
					64-00-000-72530	63.68
			S89853		PIN, PART TF23P, FRT	
					60-00-000-72530	31.89

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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
189872	11/20/2020	013263 WEST SIDE TRACTOR SALES	(Continued)		63-00-000-72530	10.63
					64-00-000-72530	18.22
					<b>Total :</b>	<b>273.01</b>
189873	11/20/2020	008221 WILLE BROTHERS COMPANY	371471		4000 PSI READY MIX, WINTER SERVICI	
					01-26-023-73770	453.50
					<b>Total :</b>	<b>453.50</b>
1127201	11/27/2020	012677 WELLS FARGO CORP. TRUST SERV.	TINL613GO		TINL613GO PRINCIPAL & INTEREST	
					27-00-000-96140	2,206.26
					33-00-000-96140	88,032.84
					27-00-000-96140	5,960.70
					33-00-000-96140	237,839.70
					41-00-000-96140	222,000.00
					64-00-000-96140	79,281.75
					65-00-000-96140	9,917.85
					41-00-000-96140	82,170.00
					64-00-000-96140	29,344.96
					65-00-000-96140	3,670.94
					<b>Total :</b>	<b>760,425.00</b>
1127202	11/27/2020	012677 WELLS FARGO CORP. TRUST SERV.	TIN309GOR		TIN309GOR PRINCIPAL & INTEREST - C	
					01-96-000-98040	325,556.40
					31-00-000-98040	273,228.60
					60-00-000-96139	203,042.55
					63-00-000-96139	39,183.65
					64-00-000-96139	113,988.80
					33-00-000-98045	95,000.00
					31-00-000-98040	24,443.60
					60-00-000-96139	8,288.60
					63-00-000-96139	1,599.55
					64-00-000-96139	4,653.25
					33-00-000-98045	3,950.00
					<b>Total :</b>	<b>1,092,935.00</b>
1127203	11/27/2020	012677 WELLS FARGO CORP. TRUST SERV.	TINL811GOR		TIN811GOR PRINCIPAL & INTEREST - L	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1127203	11/27/2020	012677	WELLS FARGO CORP. TRUST SERV.	(Continued)		
					38-00-000-96100	476,462.34
					33-00-000-98043	133,537.66
					38-00-000-96100	29,368.83
					33-00-000-98043	8,231.17
					Total :	647,600.00

97 Vouchers for bank code : apbank

Bank total : 3,383,535.77



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## Voucher List

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Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
2834	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	221.52
Total :						221.52
2835	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-2	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	212.70
Total :						212.70
2836	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-3	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	268.82
Total :						268.82
2837	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-4	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	212.70
Total :						212.70
2838	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-5	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	264.03
Total :						264.03
2839	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-6	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	212.70
Total :						212.70
2840	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	191105W030	PAYEE-PETERSON JOHNSON & MURR. 01-14-000-72542	2,329.40
Total :						2,329.40
2841	11/18/2020	018837	INSURANCE PROGRAM MANAGERS GRP	200803W006-7	PAYEE-IPMG 01-14-000-72542	13.59
Total :						13.59
8 Vouchers for bank code : ipmg						Bank total : 3,735.46
109 Vouchers in this report						Total vouchers : 3,424,154.56

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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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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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189874	11/25/2020	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 4384028017 681 01-26-024-72510	37.90
			3013134259		ACCT#3013134259 4623055116 196 01-26-024-72510	11,507.09
					08-00-000-72510	151.98
			3013134260		ACCT#3013134260 4623055116 871 01-26-024-72510	4,272.42
			3013134260.		ACCT#3013134260 6771163043 87T 01-26-024-72510	4,257.47
			3013134260..		ACCT#3013134260 6771163043 87T 01-26-024-72510	4,264.34
					<b>Total :</b>	<b>24,491.20</b>
189875	11/25/2020	002628 AMERICAN WATER	4000202731		FLAT MONTHY FEE NOV'20 64-00-000-73225	455.67
					<b>Total :</b>	<b>455.67</b>
189876	11/25/2020	002424 AMERICAN WATER WORKS ASSOC	7001865732		MEMBERSHIP RENEWAL J.URBANS 60-00-000-72720	40.43
					63-00-000-72720	40.42
					64-00-000-72720	34.65
					01-26-023-72720	115.50
			7001865794		MEMBERSHIP JASON ZIMBAUER # 60-00-000-72720	29.05
					63-00-000-72720	29.05
					64-00-000-72720	24.90
					<b>Total :</b>	<b>314.00</b>
189877	11/25/2020	010953 BATTERIES PLUS - 277	P33579018		3V LITHIUM CR2330 BATTERIES 01-26-025-73870	22.20
					<b>Total :</b>	<b>22.20</b>
189878	11/25/2020	002974 BETTENHAUSEN CONSTRUCTION SERV 200185			SEMI TRUCK HAULING SPOILS TO 60-00-000-73681	352.80
					63-00-000-73681	39.20
					64-00-000-73681	168.00

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

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189878	11/25/2020	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued)			
			200186		01-26-023-72890 SEMI HAULING SWEEPINGS/LEAVE	240.00
					60-00-000-73681	308.70
					63-00-000-73681	34.30
					64-00-000-73681	147.00
			200187		01-26-023-72890 HAULING STONE FROM HANSON T	210.00
					60-00-000-73860	37.80
					63-00-000-73860	4.20
					64-00-000-73860	18.00
					01-26-023-73860	30.00
			200188		70-00-000-73860 HAULING SWEEPINGS/LEAVES TO	10.00
					60-00-000-73681	198.45
					63-00-000-73681	22.05
					64-00-000-73681	94.50
			200189		01-26-023-72890 HAULING STONE FROM HANSON T	135.00
					60-00-000-73860	113.40
					63-00-000-73860	12.60
					64-00-000-73860	54.00
					01-26-023-73860	90.00
					70-00-000-73860	30.00
					<b>Total :</b>	<b>2,350.00</b>
189879	11/25/2020	003243 CDW GOVERNMENT INC	4016803		TRANSCEND 16GB JETFLASH 790 I	
			4184691		01-17-225-73600	120.20
					INTUIT QUICKEN DELUXE 2021 IY	
					01-17-225-72655	52.66
					<b>Total :</b>	<b>172.86</b>
189880	11/25/2020	003229 CED/EFENGEE	4975-548155		STREET LIGHT BULBS	
				VTP-018130	01-26-024-73570	2,550.51
					<b>Total :</b>	<b>2,550.51</b>
189881	11/25/2020	003606 CHICAGO SOUTHLAND CONV. V B	1120		OCT LIAB NOV COLL HOTEL ACCOI	

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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
189881	11/25/2020	003606 CHICAGO SOUTHLAND CONV. V B	(Continued)		12-00-000-79107	10,766.25
					<b>Total :</b>	<b>10,766.25</b>
189882	11/25/2020	013820 CINTAS CORPORATION	4067849184		MATS - VH 01-26-025-72790	61.29
					<b>Total :</b>	<b>61.29</b>
189883	11/25/2020	012057 COMCAST CABLE	8771401810316240		ACCT#8771401810316240 PD 7850 01-17-205-72517	64.25
					<b>Total :</b>	<b>64.25</b>
189884	11/25/2020	013892 COMED	6771163052		ACCT#6771163052 LITE RT25 TRAF 01-26-024-72510	1,889.26
					<b>Total :</b>	<b>1,889.26</b>
189885	11/25/2020	013878 COMED - COMMONWEALTH EDISON	0052035006		ACCT#0052035006 6720 SOUTH ST 01-26-025-72510	1,172.52
			0421064066		ACCT#042064066 LAPORTE RD& W 64-00-000-72510	81.24
			1224165129		ACCT#1224165129 7053 W.183RD S 01-26-024-72510	151.03
			4803158058		ACCT#4803158058 RIDGEFIELD LN 64-00-000-72510	125.10
			5437131000		ACCT#5437131000 7980 W 183RD S 01-26-025-72510	208.74
			5983017013		ACC#5983017013 19112 S 80TH AV 63-00-000-72510	70.73
			7398024011		ACCT#7398024011 7000 W 183RD S 01-26-024-72510	48.98
					<b>Total :</b>	<b>1,858.34</b>
189886	11/25/2020	012522 CONNEY SAFETY PRODUCTS, LLC	05927161		VESTS 01-26-023-73845	47.75
					01-26-024-73845	23.87
					60-00-000-73845	30.08
					63-00-000-73845	3.34

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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
189886	11/25/2020	012522 CONNEY SAFETY PRODUCTS, LLC	(Continued)			
			05927258		64-00-000-73845 SAFETY GLASSES	14.33
					01-26-024-73845	5.49
					01-26-023-73845	10.99
					60-00-000-73845	6.92
					63-00-000-73845	0.77
					64-00-000-73845	3.30
					<b>Total :</b>	<b>146.84</b>
189887	11/25/2020	012410 CONSERV FS, INC.	105009235		DIESELEX GOLD ULTRA LS DYED	
					60-00-000-73545	118.69
					63-00-000-73545	118.69
			66039883		WATER NOZZLE	
					60-00-000-73410	18.74
					63-00-000-73410	2.08
					64-00-000-73410	8.93
					<b>Total :</b>	<b>267.13</b>
189888	11/25/2020	018234 CORE & MAIN LP	N327166		HS ABRASIVE BLADE	
					01-26-024-73570	63.00
			N354105		MAIN BREAK HYMAX CPLG	
					60-00-000-73630	364.05
					63-00-000-73630	40.45
					64-00-000-73630	173.36
					<b>Total :</b>	<b>640.86</b>
189889	11/25/2020	003782 D & B POWER ASSOCIATES INC.	032064		<IT> - MAINT RENEWAL - PS BLDG	
				VTP-018129	01-16-000-72756	3,700.00
					<b>Total :</b>	<b>3,700.00</b>
189890	11/25/2020	019276 DAVEY RESOURCE GROUP INC	106257		APPLE LANE POND RESTORATION	
				VTP-017817	30-00-000-73681	24,383.00
					<b>Total :</b>	<b>24,383.00</b>
189891	11/25/2020	018996 ECOVOLT POWER CORP	INV5111		12VOLT AUTO ECOSMART BATTER	
					01-26-023-72540	150.75

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**Voucher List**  
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**Bank code :** apbank

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
189891	11/25/2020	018996 ECOVOLT POWER CORP	(Continued)		01-26-024-72540	74.25
					<b>Total :</b>	<b>225.00</b>
189892	11/25/2020	004019 EVON'S TROPHIES & AWARDS	111120		RECOGNITION AWARD-ZETTLMEIE 01-41-045-72954	109.00
					<b>Total :</b>	<b>109.00</b>
189893	11/25/2020	018252 FLAMMINI, DIANE	112420		COMMUTER IS RETIRING-TOKEN R 70-00-000-79000	58.50
					<b>Total :</b>	<b>58.50</b>
189894	11/25/2020	012941 FMP	52471959		FVP CERAMIC BRAKE PADS & BRA 01-26-024-72540	256.59
					<b>Total :</b>	<b>256.59</b>
189895	11/25/2020	017794 FOSTER & FOSTER, INC.	18532		FY2020 GASB 75 VALUATION 01-14-000-72851	5,835.00
					<b>Total :</b>	<b>5,835.00</b>
189896	11/25/2020	019423 GREATER ILLINOIS TITLE	8		11-320 THE BLVD AT CENTRAL STA 27-00-000-75300	470,277.52
					<b>Total :</b>	<b>470,277.52</b>
189897	11/25/2020	018696 HENRY'S HOUSE OF DECORATED	8091		PUBLIC WORKS UNIFORMS	
				VTP-018052	01-26-023-73610	283.36
				VTP-018052	01-26-024-73610	45.08
				VTP-018052	60-00-000-73610	9.50
				VTP-018052	63-00-000-73610	2.00
				VTP-018052	64-00-000-73610	5.00
				VTP-018052	01-26-023-73610	13.20
				VTP-018052	01-26-024-73610	2.10
				VTP-018052	01-26-025-73610	4.80
				VTP-018052	60-00-000-73610	5.70
				VTP-018052	63-00-000-73610	1.20
				VTP-018052	64-00-000-73610	3.00
				VTP-018052	01-26-023-73610	29.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189897	11/25/2020	018696 HENRY'S HOUSE OF DECORATED	(Continued)			
				VTP-018052	01-26-024-73610	4.76
				VTP-018052	01-26-025-73610	10.88
				VTP-018052	60-00-000-73610	12.92
				VTP-018052	63-00-000-73610	2.72
				VTP-018052	64-00-000-73610	6.80
				VTP-018052	01-26-023-73610	28.60
				VTP-018052	01-26-024-73610	4.55
				VTP-018052	01-26-025-73610	10.40
				VTP-018052	60-00-000-73610	12.35
				VTP-018052	01-26-025-73610	103.04
				VTP-018052	60-00-000-73610	122.36
				VTP-018052	63-00-000-73610	25.76
				VTP-018052	64-00-000-73610	64.40
				VTP-018052	01-26-023-73610	126.72
				VTP-018052	01-26-024-73610	20.16
				VTP-018052	01-26-025-73610	46.08
				VTP-018052	60-00-000-73610	54.72
				VTP-018052	63-00-000-73610	11.52
				VTP-018052	64-00-000-73610	28.80
				VTP-018052	01-26-023-73610	58.52
				VTP-018052	01-26-024-73610	9.31
				VTP-018052	01-26-025-73610	21.28
				VTP-018052	60-00-000-73610	25.27
				VTP-018052	63-00-000-73610	5.32
				VTP-018052	64-00-000-73610	13.30
				VTP-018052	01-26-023-73610	135.52
				VTP-018052	01-26-024-73610	21.56
				VTP-018052	01-26-025-73610	49.28
				VTP-018052	60-00-000-73610	58.52
				VTP-018052	01-26-024-73610	9.28
				VTP-018052	01-26-025-73610	21.20
				VTP-018052	60-00-000-73610	25.18
				VTP-018052	63-00-000-73610	5.30
				VTP-018052	64-00-000-73610	13.24
				VTP-018052	01-26-023-73610	232.32
				VTP-018052	01-26-024-73610	36.96



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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189897	11/25/2020	018696 HENRY'S HOUSE OF DECORATED	(Continued)			
				VTP-018052	01-26-025-73610	84.48
				VTP-018052	60-00-000-73610	100.32
				VTP-018052	63-00-000-73610	21.12
				VTP-018052	64-00-000-73610	52.80
				VTP-018052	01-26-023-73610	52.80
				VTP-018052	01-26-024-73610	8.40
				VTP-018052	01-26-025-73610	19.20
				VTP-018052	60-00-000-73610	22.80
				VTP-018052	63-00-000-73610	4.80
				VTP-018052	64-00-000-73610	12.00
				VTP-018052	01-26-023-73610	22.00
				VTP-018052	01-26-024-73610	3.50
				VTP-018052	01-26-025-73610	8.00
				VTP-018052	01-26-024-73610	10.85
				VTP-018052	01-26-025-73610	12.00
				VTP-018052	60-00-000-73610	14.25
				VTP-018052	63-00-000-73610	3.00
				VTP-018052	64-00-000-73610	7.50
				VTP-018052	01-26-023-73610	92.40
				VTP-018052	01-26-024-73610	14.70
				VTP-018052	01-26-025-73610	33.60
				VTP-018052	60-00-000-73610	39.90
				VTP-018052	63-00-000-73610	8.40
				VTP-018052	64-00-000-73610	21.00
				VTP-018052	01-26-023-73610	414.70
				VTP-018052	01-26-024-73610	65.98
				VTP-018052	01-26-025-73610	150.80
				VTP-018052	60-00-000-73610	179.08
				VTP-018052	63-00-000-73610	37.70
				VTP-018052	64-00-000-73610	94.24
				VTP-018052	01-26-023-73610	40.70
				VTP-018052	01-26-024-73610	6.48
				VTP-018052	01-26-025-73610	14.80
				VTP-018052	60-00-000-73610	17.58
				VTP-018052	01-26-025-73610	12.80
				VTP-018052	60-00-000-73610	15.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189897	11/25/2020	018696 HENRY'S HOUSE OF DECORATED	(Continued)			
				VTP-018052	63-00-000-73610	3.20
				VTP-018052	64-00-000-73610	8.00
				VTP-018052	01-26-023-73610	18.48
				VTP-018052	01-26-024-73610	2.94
				VTP-018052	01-26-025-73610	6.72
				VTP-018052	60-00-000-73610	7.98
				VTP-018052	63-00-000-73610	1.68
				VTP-018052	64-00-000-73610	4.20
				VTP-018052	01-26-023-73610	10.67
				VTP-018052	01-26-024-73610	1.70
				VTP-018052	01-26-025-73610	3.88
				VTP-018052	60-00-000-73610	4.61
				VTP-018052	63-00-000-73610	0.97
				VTP-018052	64-00-000-73610	2.42
				VTP-018052	01-26-023-73610	11.11
				VTP-018052	01-26-024-73610	1.77
				VTP-018052	01-26-025-73610	4.04
				VTP-018052	60-00-000-73610	4.80
				VTP-018052	63-00-000-73610	4.71
				VTP-018052	64-00-000-73610	2.52
				VTP-018052	01-26-023-73610	48.40
				VTP-018052	01-26-024-73610	7.70
				VTP-018052	01-26-025-73610	17.60
				VTP-018052	60-00-000-73610	20.90
				VTP-018052	63-00-000-73610	4.40
				VTP-018052	64-00-000-73610	11.00
				VTP-018052	01-26-023-73610	57.20
				VTP-018052	01-26-024-73610	9.10
				VTP-018052	01-26-025-73610	20.80
				VTP-018052	60-00-000-73610	24.70
				VTP-018052	63-00-000-73610	5.20
				VTP-018052	64-00-000-73610	13.00
				VTP-018052	01-26-023-73610	161.70
				VTP-018052	01-26-024-73610	25.73
				VTP-018052	01-26-025-73610	58.80
				VTP-018052	60-00-000-73610	69.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189897	11/25/2020	018696 HENRY'S HOUSE OF DECORATED	(Continued)			
				VTP-018052	63-00-000-73610	14.70
				VTP-018052	64-00-000-73610	36.74
				VTP-018052	01-26-023-73610	233.20
				VTP-018052	63-00-000-73610	14.92
				VTP-018052	64-00-000-73610	30.80
				VTP-018052	01-26-023-73610	359.04
				VTP-018052	01-26-024-73610	57.12
				VTP-018052	01-26-025-73610	130.56
				VTP-018052	60-00-000-73610	155.04
				VTP-018052	63-00-000-73610	32.64
				VTP-018052	64-00-000-73610	81.60
				VTP-018052	01-26-023-73610	40.48
				VTP-018052	01-26-024-73610	6.44
				VTP-018052	01-26-025-73610	14.72
				VTP-018052	60-00-000-73610	17.48
				VTP-018052	63-00-000-73610	3.68
				VTP-018052	64-00-000-73610	9.20
				VTP-018052	01-26-023-73610	160.16
				VTP-018052	01-26-024-73610	25.48
				VTP-018052	01-26-025-73610	58.24
				VTP-018052	60-00-000-73610	69.16
				VTP-018052	63-00-000-73610	14.56
				VTP-018052	64-00-000-73610	36.40
				VTP-018052	01-26-023-73610	33.00
				VTP-018052	64-00-000-73610	6.50
				VTP-018052	01-26-023-73610	21.12
				VTP-018052	01-26-024-73610	3.36
				VTP-018052	01-26-025-73610	7.68
				VTP-018052	60-00-000-73610	9.12
				VTP-018052	63-00-000-73610	1.92
				VTP-018052	64-00-000-73610	4.80
				VTP-018052	01-26-023-73610	13.75
				VTP-018052	01-26-024-73610	2.19
				VTP-018052	01-26-025-73610	5.00
				VTP-018052	60-00-000-73610	5.94
				VTP-018052	63-00-000-73610	1.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189897	11/25/2020	018696 HENRY'S HOUSE OF DECORATED	(Continued)			
				VTP-018052	64-00-000-73610	3.12
				VTP-018052	01-26-023-73610	213.84
				VTP-018052	01-26-024-73610	34.02
				VTP-018052	01-26-025-73610	77.76
				VTP-018052	60-00-000-73610	92.34
				VTP-018052	63-00-000-73610	19.44
				VTP-018052	64-00-000-73610	48.60
				VTP-018052	01-26-023-73610	35.20
				VTP-018052	01-26-024-73610	37.10
				VTP-018052	64-00-000-73610	9.24
				VTP-018052	01-26-023-73610	45.10
				VTP-018052	01-26-024-73610	7.18
				VTP-018052	01-26-025-73610	16.40
				VTP-018052	60-00-000-73610	19.48
				VTP-018052	63-00-000-73610	4.10
				VTP-018052	64-00-000-73610	10.24
				VTP-018052	01-26-023-73610	586.30
				VTP-018052	01-26-024-73610	93.28
				VTP-018052	01-26-025-73610	213.20
				VTP-018052	60-00-000-73610	253.18
				VTP-018052	63-00-000-73610	53.30
				VTP-018052	64-00-000-73610	133.24
				VTP-018052	01-26-023-73610	215.60
				VTP-018052	01-26-024-73610	34.30
				VTP-018052	01-26-025-73610	78.40
				VTP-018052	60-00-000-73610	93.10
				VTP-018052	63-00-000-73610	19.60
				VTP-018052	64-00-000-73610	49.00
				VTP-018052	01-26-023-73610	58.30
				VTP-018052	01-26-025-73610	84.80
				VTP-018052	60-00-000-73610	100.70
				VTP-018052	63-00-000-73610	21.20
				VTP-018052	64-00-000-73610	53.00
<b>Total :</b>						<b>8,757.75</b>
189898	11/25/2020	001487 HOMEWOOD DISPOSAL SERVICE	7201461		HOMEWOOD TRSFER SWEEPINGS	

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189898	11/25/2020	001487 HOMEWOOD DISPOSAL SERVICE	(Continued)			
			7203682		01-26-023-72890 HOMEWOOD TRANSFER SWEEPIN 01-26-023-72890	1,577.00 893.50
					<b>Total :</b>	<b>2,470.50</b>
189899	11/25/2020	005127 INGALLS OCCUPATIONAL MEDICINE	292264		OCT'20 EMPLOYEE SCREENING 01-41-040-72846	489.00
					<b>Total :</b>	<b>489.00</b>
189900	11/25/2020	005025 INTERNATIONAL CODE COUNCIL INC	3290153		MEMBERSHIP 5196071 - D. RIORD, 01-19-020-72720 01-33-300-72720	132.50 132.50
					<b>Total :</b>	<b>265.00</b>
189901	11/25/2020	017866 J & J NEWELL CONCRETE	20-5718	VTP-017851	CONCRETE & FLAT WORK 01-26-023-75200	31,360.20
					<b>Total :</b>	<b>31,360.20</b>
189902	11/25/2020	014190 LEHIGH HANSON	5861544		BED BACKFILL 70-00-000-73860 01-26-023-73860 60-00-000-73860 63-00-000-73860 64-00-000-73860	26.96 80.86 101.88 11.32 48.52
					<b>Total :</b>	<b>269.54</b>
189903	11/25/2020	003440 M. COOPER WINSUPPLY CO.	01842901		CLOS REPAIR KIT AND URINL REPA 01-26-025-73630	209.76
					<b>Total :</b>	<b>209.76</b>
189904	11/25/2020	012631 MASTER AUTO SUPPLY, LTD.	15030-95524		CABIN AIR FILTER 60-00-000-72540 63-00-000-72540 64-00-000-72540	6.24 2.08 3.57
			15030-95720		OIL FILTER LD 01-26-024-72540	12.88

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189904	11/25/2020	012631 MASTER AUTO SUPPLY, LTD.	(Continued) 15030-95728		SWAY BAR LINKS AND HARDWARE 01-17-205-72540	-19.85
					<b>Total :</b>	<b>4.92</b>
189905	11/25/2020	006074 MENARDS	95710		100W A19 35K 15KHR DLED 01-26-025-73570	5.94
			96774		MEDIUM DUTY TARP 01-26-023-73410	24.99
			96803		2G ROUNDUP TANK SPRAYER 60-00-000-73410	12.59
					63-00-000-73410	1.40
					64-00-000-73410	5.99
					<b>Total :</b>	<b>50.91</b>
189906	11/25/2020	012517 MERIDIAN IT INC	484370		PROJ#009473 SRV15081 AD HOC S 30-00-000-75812	462.50
					01-16-000-72650	1,155.00
					<b>Total :</b>	<b>1,617.50</b>
189907	11/25/2020	005856 MONROE TRUCK EQUIPMENT,INC.	330708		SPLASH GUARD, DUMP BODY 60-00-000-72540	98.66
					63-00-000-72540	32.89
					64-00-000-72540	56.37
					<b>Total :</b>	<b>187.92</b>
189908	11/25/2020	017651 MSC INDUSTRIAL SUPPLY CO.	4091624001		CREDIT INV#4013041001 CAPSCRE 01-26-023-72530	-139.74
			4246249002		LOCK NUT,MINI FUSE,FLAT WASHE 01-26-024-72540	71.01
					01-26-023-72540	142.04
					60-00-000-72540	74.57
					63-00-000-72540	24.86
					64-00-000-72540	42.61
					<b>Total :</b>	<b>215.35</b>
189909	11/25/2020	014443 MURPHY & MILLER, INC	SVC00029495		WARRANTY ON COMPRESSOR ON	

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189909	11/25/2020	014443 MURPHY & MILLER, INC	(Continued)		01-26-025-72530	2,949.00
					<b>Total :</b>	<b>2,949.00</b>
189910	11/25/2020	018604 NAPA MONEE	167540		V-RIBBED BELT 01-26-023-72540	48.83
					<b>Total :</b>	<b>48.83</b>
189911	11/25/2020	015723 NICOR	33079168366		ACCT#33079168366 4385355 9322 I 64-00-000-72511	39.46
			64423710009		ACCT#64423710009 3358398 6625 01-26-025-72511	646.03
			81423710003		ACCT#8142371003 2831616 17375 01-26-025-72511	64.48
			90223493009		ACCT#90223493009 5080735 6700 01-26-025-72511	179.36
					<b>Total :</b>	<b>929.33</b>
189912	11/25/2020	018845 NOTHING BUNDT CAKES	112320	VTP-018133	MARTY YOUNG RETIREMENT 01-26-025-72974	459.00
					<b>Total :</b>	<b>459.00</b>
189913	11/25/2020	010135 ONSITE COMMUNICATIONS USA, INC	50595	VTP-018071	DATA CARD ID PRINTER QUOTE 01-26-025-72530	2,805.00
					<b>Total :</b>	<b>2,805.00</b>
189914	11/25/2020	006475 PARK ACE HARDWARE	64657/1		891431 CDLS OCS MULTI-TOOL, PA 60-00-000-73410 63-00-000-73410 64-00-000-73410	72.86 8.09 34.69
					<b>Total :</b>	<b>115.64</b>
189915	11/25/2020	019671 PICKLER, LAUREN	019671		COMMUTER PARKING PLACARD RI 70-00-000-79000	105.00
					<b>Total :</b>	<b>105.00</b>
189916	11/25/2020	006850 QUILL CORPORATION	12262400		ALCOHOL PADS,RUBBERBANDS,M 01-33-300-73110	175.33

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189916	11/25/2020	006850 QUILL CORPORATION	(Continued) 52-470749		RETURN - STARTER,BELT 01-26-023-72540 01-17-205-72540	-28.19 -31.16
					<b>Total :</b>	<b>115.98</b>
189917	11/25/2020	015230 RIDGE LANDSCAPE SERVICES LLC	7526		SOD REPAIRS 11/5/20 AND 11/6/20 I 60-00-000-72881 63-00-000-72881 64-00-000-72881	605.50 605.50 519.00
					<b>Total :</b>	<b>1,730.00</b>
189918	11/25/2020	015712 SANDENO EAST INC	6001 6041		N-30 SURFACE 3.0 TON 01-26-023-73780 N-30 SURFACE 01-26-023-73780	158.25 158.25
					<b>Total :</b>	<b>316.50</b>
189919	11/25/2020	018104 SBA STEEL,LLC	IN14055569		TOWER SITE RENT #IL46494-A-03 I 60-00-000-72631 63-00-000-72631 64-00-000-72631 01-17-205-72631 01-19-000-72631	191.44 191.44 191.44 382.90 319.07
					<b>Total :</b>	<b>1,276.29</b>
189920	11/25/2020	012238 STAPLES BUSINESS ADVANTAGE	3460791122 3460791124 3460791125 3460791126 3461523057 3461523058		PENS 01-17-205-73110 TONER AND BOTTLE MOISTENER 01-17-205-73110 DVD PAPER SLEEVES AND POST IT 01-17-205-73110 POST IT 01-17-205-73110 CLOCK 01-17-205-73110 GREEN COVER STOCK,JACKET FIL	5.00 235.56 29.32 7.12 12.99



vchlist  
11/25/2020 11:02:38AM

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

Page: 15

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189920	11/25/2020	012238 STAPLES BUSINESS ADVANTAGE	(Continued)		01-14-000-73110	129.51
					01-13-000-73110	27.61
					01-15-000-73110	38.72
			3462025294		CHAIRMAT	
					01-17-205-73110	47.98
					<b>Total :</b>	<b>533.81</b>
189921	11/25/2020	007503 STAT TOWING	000011727		TIRE CHANGE	
					01-17-220-72753	50.00
					<b>Total :</b>	<b>50.00</b>
189922	11/25/2020	015452 STEINER ELECTRIC COMPANY	S006767146.001		MULETAPE-WARMING SHELTER OF	
					27-00-000-75302	279.38
					<b>Total :</b>	<b>279.38</b>
189923	11/25/2020	007297 SUTTON FORD INC./FLEET SALES	648182		HEADLIGHTS SERVICE	
					01-26-023-72540	359.18
					<b>Total :</b>	<b>359.18</b>
189924	11/25/2020	007886 THEODORE POLYGRAPH SERVICE	7136		POLYGRAPH EXAM-JEFFRIES	
					01-41-040-72846	200.00
					<b>Total :</b>	<b>200.00</b>
189925	11/25/2020	008040 UNDERGROUND PIPE & VALVE CO	046495		MAIN BREAK CLAMPS	
				VTP-018134	60-00-000-73630	225.54
				VTP-018134	63-00-000-73630	25.06
				VTP-018134	64-00-000-73630	107.40
					<b>Total :</b>	<b>358.00</b>
189926	11/25/2020	010165 WAREHOUSE DIRECT WORKPL SOLTNE	4820453-0		CALENDARS	
					01-26-025-73110	30.84
			4822723-0		CALENDARS	
					01-26-025-73110	30.08
					<b>Total :</b>	<b>60.92</b>
<b>53 Vouchers for bank code : apbank</b>						<b>Bank total : 609,485.48</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
53 Vouchers in this report						Total vouchers : 609,485.48

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



# ZONING BOARD OF APPEALS STAFF REPORT

November 12, 2020 – Public Hearing

## Petitioner

Orlando & Olivia Alvarez  
(Property Owners)

## Property Location

8350 Cloverview Drive

## PIN

27-35-223-032-0000

## Zoning

R-3, Single Family  
Residential

## Approval Sought

Variation

## Alvarez – Corner Fence Setback Variation

8350 Cloverview Drive



## EXECUTIVE SUMMARY

The Petitioners, Orlando and Olivia Alvarez, are seeking a 24-foot fence setback Variation from Section III.J. (Fence Regulations) of the Zoning Ordinance to permit a six-foot-high privacy fence to be located one foot from the property line (extends 24 feet into the required secondary front yard), where a fence encroachment is not permitted at 8350 Cloverview Drive in the R-3 (Single-Family Residential) Zoning District.

The Petitioner has requested the Variation due to the unique pattern of lot frontages along 84<sup>th</sup> Avenue. The subject property's secondary front yard is adjacent to the rear yards of the entire block between Cloverview Drive and Heather Lane. Due to the heavy traffic along 84<sup>th</sup> Avenue and the elementary school across the street, the applicant is seeking additional privacy the privacy fence will provide. If granted, the Variation will allow for the continuation of an existing fence line that exists for the entire 84<sup>th</sup> Avenue frontage of this block (16 properties).

Secondary front yard fences are required to be located at the building setback line of 25' if it is a privacy fence. Alternatively, if the fence is an open style and a maximum of 4 feet in height, it can be located 15' from the property (encroach up to 10' into the required secondary front yard setback) in the R-3 District. While this property can meet the code requirement, compliance with fence setback requirements results in a mis-alignment with the other fences along this street frontage. The proposed fence will not cause visibility concerns from intersections or private driveways nor set unnecessary precedent because of the unique lot layout that only applies to a few properties in the Village.

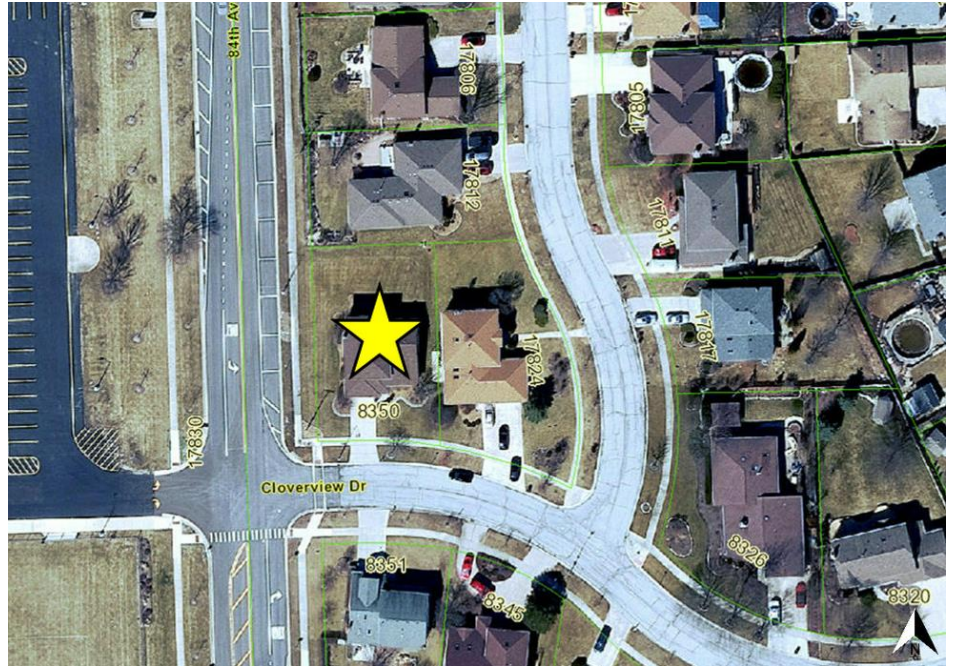
## Project Planner

Daniel Ritter, AICP  
Senior Planner

## EXISTING SITE & ZONING

The subject site is located in the Timbers Edge Subdivision on the northeast corner of Cloverview Drive and 84<sup>th</sup> Avenue. The lot is 10,000 sq. ft. in size and 80 ft. in width, meeting the minimum zoning requirements for lot width and lot size of a corner lot in the R-3 zoning district. Corner lots in newer subdivisions, such as Timbers Edge, were subdivided with additional lot size and lot width to accommodate the secondary front yard setback requirements.

The property is currently open along 84<sup>th</sup> Avenue and has never had a fence installed on the property. There is a deck in the rear yard attached to the house. Additionally, there is a side door and windows facing 84<sup>th</sup> Avenue.



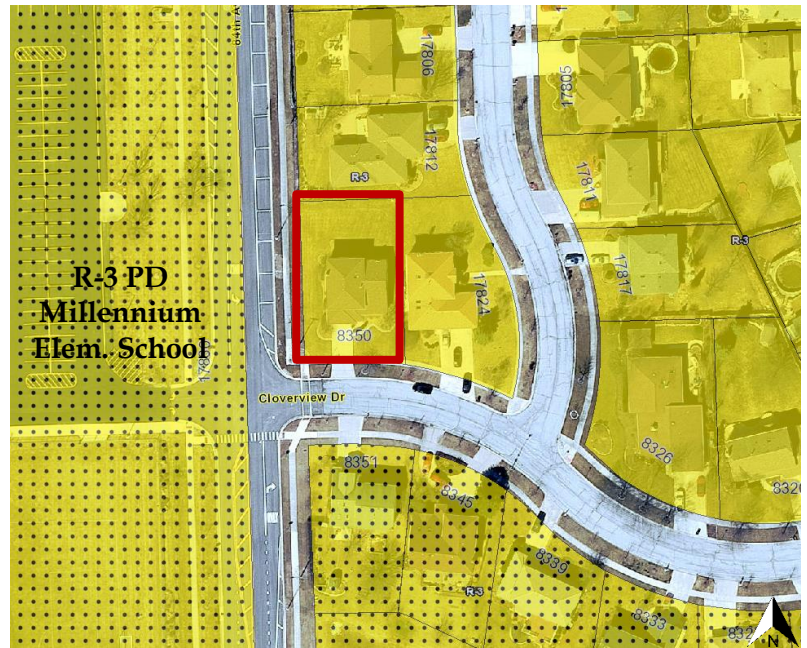
*Above: Looking east at the subject property from 84<sup>th</sup> Avenue.*

It is important to note that if the Variation is applied, the portion of the lot in the enclosed fence is still considered a secondary front yard, and accessory structures such as a shed, deck or pool are not be permitted in that space unless additional Variations were granted.



The subject property (outlined in red in the graphic to the right) is a corner lot located within the Timbers Edge Subdivision and zoned R-3 (Single-Family Residential). All properties surrounding the subject parcel are zoned R-3 single-family residential. Single-family homes exist on the lots to the north, east, and south. To the west across 84<sup>th</sup> Avenue is Millenium Elementary School.

The Village Board adopted an ordinance in January 2018, amending the fence regulations in Section III.J. regarding fences within a required secondary front yard. This was a departure from the previous code, which was not uniformly enforced, created aesthetic issues in streetscapes, and resulted in many non-conforming fences.



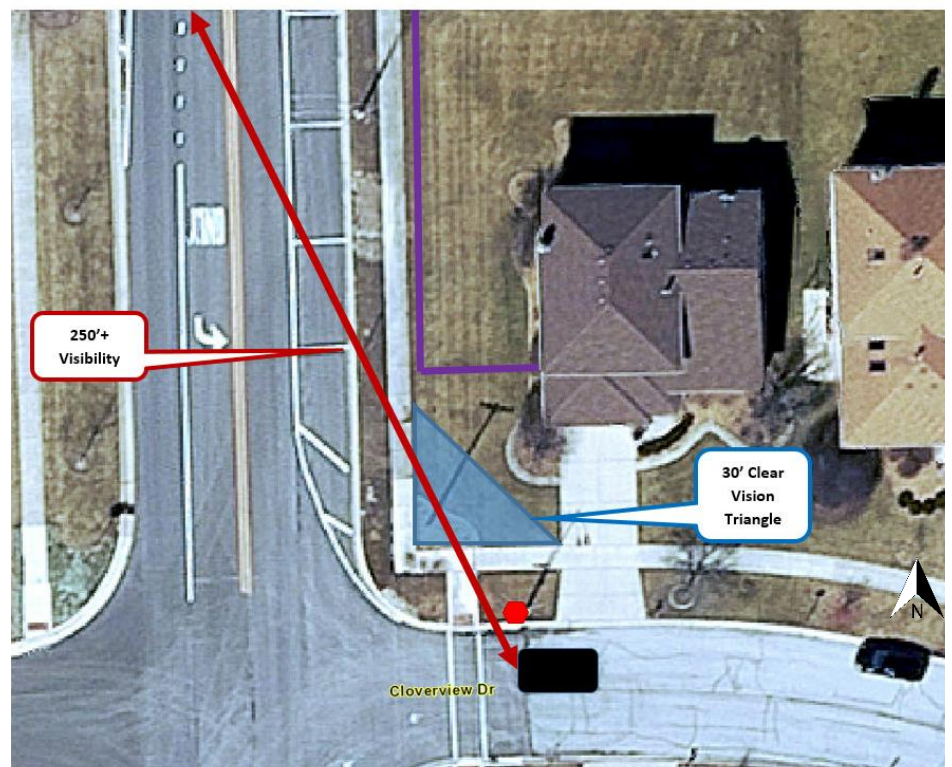


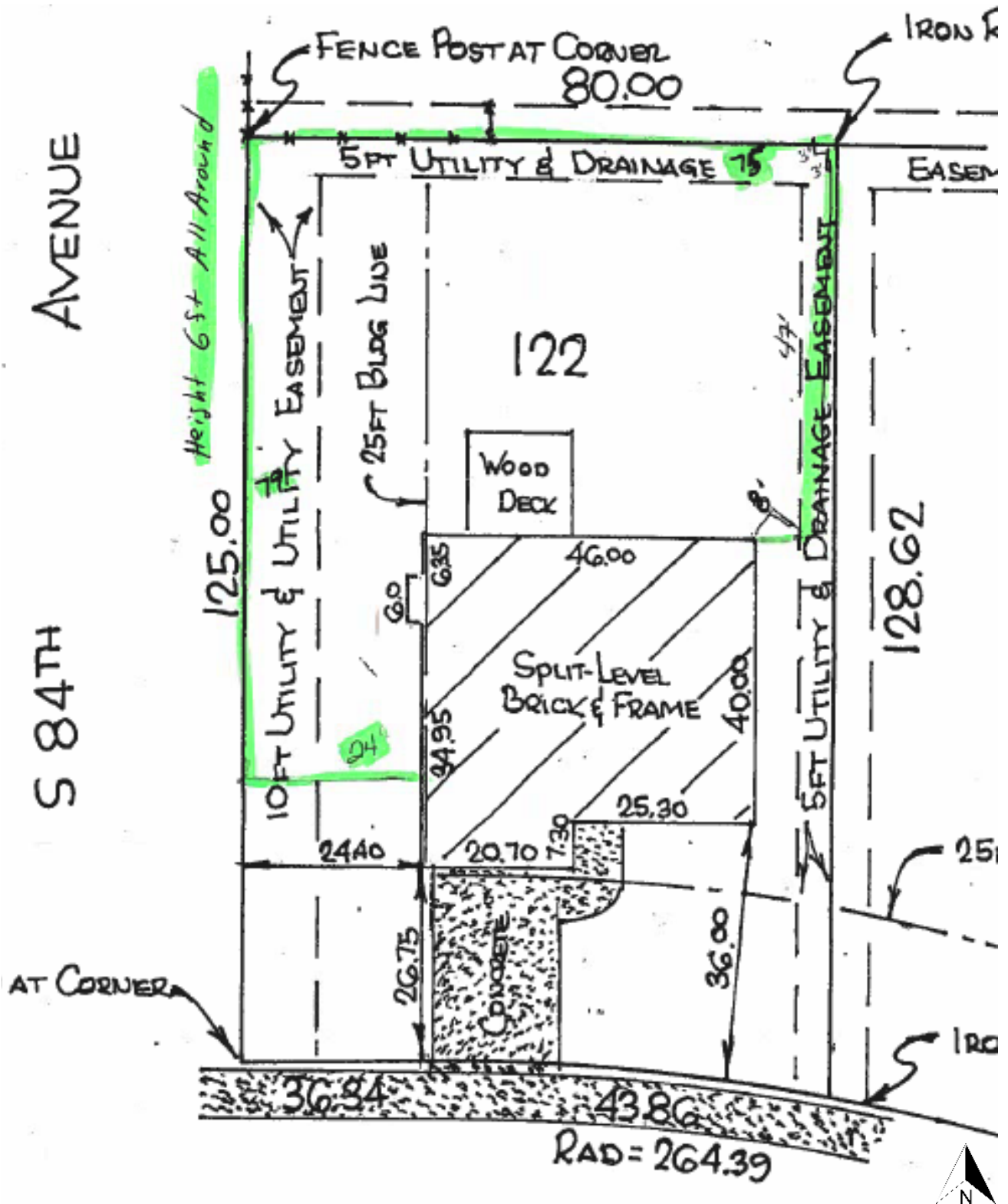
## VARIATION REQUEST

The Petitioner is requesting a Variation from the Zoning Code to construct a new six-foot-tall, privacy fence that follows the block's existing fence line along the east side of 84<sup>th</sup> Avenue and encroaches into the required secondary front yard by 24 feet resulting in a 1' setback from the west property line. The Petitioner has responded to the Standards of a Variation that the reason for the request is primarily based upon the block's layout and existing fence line, as well as the unappealing look of setting an open-design fence 15 feet back from the property line or a privacy fence to the house setback line. The fence will increase the usable rear yard space, privacy, and security along a heavily traveled road. The fence will not extend to the front building line, but will terminate about 12 feet from the front building façade. This ending location was chosen to enclose an existing door and windows on the west side of the house. The fence will also align with a break in the façade and roofline.

The Petitioner plans to use PVC material for the fence. The neighbor to the north has a chain-link fence, however, it is in poor shape and will need to be replaced soon.

Staff reviewed the visibility from the intersection using a clear vision triangle method. The Village's code requirement typically requires a 30-foot visibility triangle; the requested location meets this requirement. The analysis showed no concerns of vehicles or pedestrian visibility due to its setback from the front of the home. Sight lines to and from the intersection's stop sign on 84<sup>th</sup> Avenue remains over 250 feet, providing for adequate visibility for vehicles. Additionally, no driveways exist or will be permitted in the future on this portion of 84<sup>th</sup> Avenue.







## STANDARDS FOR A VARIATION

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - ***The subject parcel has options for a fence that are code compliant and will not limit the owner's ability to yield a reasonable return on their property. The proposed fence is consistent with setbacks along the 84<sup>th</sup> Ave. street frontage and does not result in any visual sight line issues.***
2. The plight of the owner is due to unique circumstances.
  - ***The block's development pattern and the resulting layout of the lot that has a secondary front yard adjacent to a line of rear yards (not the typical primary or secondary rear yard) creates a unique situation that results in a consistent fence line that will be carried through to the subject property. While most corner fences in the neighborhood comply with the Zoning Code, most do not have a lot configuration similar to the subject property.***
3. The Variation, if granted, will not alter the essential character of the locality.
  - ***Due to the unique development pattern of the block, the proposed fence will conform with an existing fence line of privacy and semi-privacy fences that extends the entire length of the block. The proposed fence will fit into the neighborhood's aesthetics more than the code compliant option. To further minimize any potential negative visual impacts, the fence will stop in the middle of the home and not extend to the front building line.***
4. Additionally, the Zoning Board of Appeals shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.



MOTION TO CONSIDER

If the Zoning Board of Appeals wishes to take action on this request, an appropriate wording of the motions would read as follows:

***“...make a motion to recommend that the Village Board grant a 24-foot Variation to the Petitioners, Orlando and Olivia Alvarez, from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a six-foot high privacy fence to be setback 1 foot from the west property line and encroach 24 feet into the required secondary front yard where a fence encroachment is not permitted at 8350 Cloverview Drive in the R-3 (Single-Family Residential) Zoning District, consistent with the List of Submitted Plans as attached herein and adopt Findings of Fact as proposed by Village Staff as listed in the November 12, 2020 Staff Report.***

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

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Plat of Survey (Marked)	Petitioner	N/A
	Variation Standards Response	Petitioner	N/A

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2020-O-077**

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**AN ORDINANCE GRANTING A VARIATION TO PERMIT A SIX-  
FOOT-TALL PRIVACY FENCE IN A SECONDARY FRONT YARD AT  
8350 CLOVERVIEW DRIVE**

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

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

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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. 2020-O-077****AN ORDINANCE GRANTING A VARIATION TO PERMIT A SIX-FOOT-TALL  
PRIVACY FENCE IN A SECONDARY FRONT YARD AT 8350 CLOVERVIEW DRIVE**

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

**WHEREAS**, a petition has been filed with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance by Orlando and Olivia Alvarez (“Petitioner”), to grant a twenty-four-foot (24’) Variation to permit the construction of a six-foot (6’) tall privacy fence to be located one-foot (1’) from the secondary front yard property line instead of the required twenty-five foot (25’) front yard setback; and

**WHEREAS**, the Village of Tinley Park Zoning Board of Appeals (“ZBA”) held a Public Hearing on the question of whether the Variation should be granted on November 12, 2020, at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures” at which time all persons present were afforded an opportunity to be heard; and

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

**WHEREAS**, after hearing testimony on the petition, the ZBA found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variation and voted 3-0 to recommend to the Village President and Board of Trustees for the approval of the Variation; and

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

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

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

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

**SECTION 2:** That the report of findings and recommendations of the ZBA 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 have provided evidence establishing that he has met the standards for granting the Variation as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variation as set forth herein are in the public good and in the best interest of the Village and its residents and are consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - ***The subject parcel has options for a fence that are code compliant and will not limit the owner's ability to yield a reasonable return on their property. The proposed fence is consistent with setbacks along the 84th Ave. street frontage and does not result in any visual sight line issues.***
2. The plight of the owner is due to unique circumstances.
  - ***The block's development pattern and the resulting layout of the lot that has a secondary front yard adjacent to a line of rear yards (not the typical primary or secondary rear yard) creates a unique situation that results in a consistent fence line that will be carried through to the subject property. While most corner fences in the neighborhood comply with the Zoning Code, most do not have a lot configuration similar to the subject property.***
3. The Variation, if granted, will not alter the essential character of the locality.
  - ***Due to the unique development pattern of the block, the proposed fence will conform with an existing fence line of privacy and semi-privacy fences that extends the entire length of the block. The proposed fence will fit into the neighborhood's aesthetics more than the code compliant option. To further minimize any potential negative visual impacts, the fence will stop in the middle of the home and not extend to the front building line.***
4. Additionally, the Zoning Board of Appeals also considered the extent to which the following facts are favorable to the Petitioner based on the established evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;

- b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

**LEGAL DESCRIPTION:** LOT 122 IN TIMBERS EDGE UNIT III, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ (EXCEPT THE EAST 215 FEET THEREOF) OF SECTION 35, TOWNSHIP 26 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 27-35-223-032-0000

**COMMONLY KNOWN AS:** 8350 Cloverview Drive, Tinley Park, Illinois

**SECTION 4:** The following Variation is hereby granted to the Petitioners in the R-3 (Single-Family Residential) Zoning District at the above-mentioned Property:

1. A twenty-four-foot (24') Variation from Section III.J (Fence Regulations) of the Zoning Ordinance, to permit a six-foot (6') high privacy fence to extend twenty-four-foot (24') into the required twenty-five foot (25') secondary front yard where a fence encroachment is not permitted. The result will be a fence setback one-foot (1') from the secondary front yard property line.

**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 1<sup>st</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1<sup>st</sup> day of December, 2020.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-077, “AN ORDINANCE GRANTING A VARIATION TO PERMIT A SIX-FOOT-TALL PRIVACY FENCE IN A SECONDARY FRONT YARD AT 8350 CLOVERVIEW DRIVE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



**MINUTES OF THE REGULAR MEETING OF THE  
ZONING BOARD OF APPEALS, VILLAGE OF TINLEY PARK,  
COOK AND WILL COUNTIES, ILLINOIS**

**November 12, 2020**

The meeting of the Zoning Board of Appeals, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on November 12, 2020.

At this time, CHAIRMAN SEPESSY, stated the meeting was being held remotely consistent with Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, Executive Order 2020-39, and Executive Order 2020-44, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on June 26, 2020, the members of the Village Board will be participating in the meeting through teleconference.

A live stream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of the maximum limit will be asked to wait in another room with a live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments. CHAIRMAN SEPESSY confirmed Commissioners and Staff were able to communicate. All replied affirmatively. CHAIRMAN SEPESSY then addressed ground rules for the effective and clear conduct of Plan Commission business.

Secretary Bennett called the roll.

**ROLL CALL**

Zoning Board Members: Steven Sepessy, Chairman (Participated Electronically)  
Jennifer Vargas (Participated Electronically)  
Robert Paszczyk (Participated Electronically)

Absent Zoning Board Members: Donald Bettenhausen

Village Officials and Staff: Dan Ritter, Senior Planner  
Barbara Bennett, Commission Secretary

**CALL TO ORDER**

ZONING BOARD OF APPEALS CHAIRMAN, STEVEN SEPESSY called to order the Regular Meeting of the ZONING BOARD OF APPEALS on November 12, 2020 at 7:00 p.m.



## **COMMUNICATIONS**

None

## **APPROVAL OF MINUTES**

Minutes of the September 10, 2020 ZONING BOARD OF APPEALS Meeting was presented for approval. A Motion was made by ZONING BOARD MEMBER PASZCZYK, seconded by ZONING BOARD MEMBER VARGAS, to approve the Minutes as presented.

AYES: COMMISSIONERS, PASZCZYK, VARGAS & CHAIRMAN SEPESSY

NAYS: None

CHAIRMAN SEPESSY declared the Minute approved by voice call.

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**  
**FROM: VILLAGE OF TINLEY PARK ZONING BOARD OF APPEALS**  
**SUBJECT: MINUTES OF THE NOVEMBER 12, 2020 REGULAR MEETING OF THE ZONING BOARD OF APPEALS**

**Item #1 PUBLIC HEARING: ORLANDO AND OLIVIA ALVAREZ –**  
**8350 CLOVERVIEW DRIVE - FENCE VARIATION**

Consider recommending that the Village Board grant Orlando and Olivia Alvarez a Variation from Section III.J. of the Zoning Code (Fence Regulations) at the property located at 8350 Cloverview Drive in the R-3 (Single-Family Residential) Zoning District. This Variation would permit the Petitioner to install a six-foot (6') high solid privacy fence to encroach twenty-four feet (24') into the required secondary front yard.

Board Members: Steven Sepessy, Chairman (Participated Electronically)  
Jennifer Vargas (Participated Electronically)  
Robert Paszczyk (Participated Electronically)

Absent Zoning Board Members: Donald Bettenhausen

Village Officials and Staff: Dan Ritter, Senior Planner  
Barbara Bennett, Commission Secretary

Guests: Orlando Alvarez, Petitioner (Participated Electronically)  
Thomas Schergen, 17812 Tulip Ln (Neighbor)

A Motion was made by COMMISSIONER VARGAS, seconded by COMMISSIONER PASZCZYK, to open the Public Hearing for Orlando and Olivia Alvarez (property owners) a Variation from Section III.J. of the Zoning Code (Fence Regulations)

AYES: COMMISSIONERS, PASZCZYK, VARGAS & CHAIRMAN SEPESSY

NAYS: None

CHAIRMAN SEPESSY declared the Motion approved by voice call.

CHAIRMAN SEPESSY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village policy.

Dan Ritter, Senior Planner presented the Staff Report. The Staff Report has been distributed to the Zoning Board of Appeals, the Applicant, and is posted on the website in its entirety. The staff report is attached to these minutes and made a part of the meeting record.

CHAIRMAN SEPESSY asked for comments from the Commissioners.

COMMISSIONER PASZCZYK inquired if the Village has to do work on the sidewalk, are the residents affected by the 1-2 foot fence distance from the sidewalk. Will the residents have to take down the fences?

Mr. Ritter replied that would be a possibility but sidewalk repairs with a foot or two separation. There is an easement that runs along the property line. All the fences along 84<sup>th</sup> Avenue are allowed to be there up to the property line. This is not uncommon and fences aren't usually seen as a major concern to take down or put back up.

CHAIRMAN SEPESSY noted that he took a ride past the property and when he went to turn on to Cloverview Avenue from 84<sup>th</sup> Avenue, he almost got run over by the car behind him. Traffic moves fast on 84<sup>th</sup> Avenue.

CHAIRMAN SEPESSY swore in Mr. Shergen.

Mr. Thomas Shergen, 17812 Tulip Lane, noted he was a neighbor just adjacent (north) to where the fence will be put up. He asked for clarification on the northeast corner of the property. Will this encompass the utility boxes or are the boxes being fenced out for access? His chain link fence is not rusted, it is brown coated metal, but if this privacy fence goes up, he will probably change something on his fence so it blends in better.

Mr. Ritter replied it is shown as being fenced into their yard, but they can fence it out as well if they choose to. If they do fence it out then there has to be a removable panel or gate put in for access to the boxes. This area is in an easement so access has to be allowed and since it is their property, they will be the ones responsible to put in the removable panel or gate. When he applies for the permit, he can decide up to that point and staff reviews to ensure access is maintained.

Mr. Shergen noted that his cable and phone are run from that box, so if he needs service, he wants to make sure that is possible. As far as the location of the fence, can they run their fence right up to my fence or is it necessary to distance between the fences.

Mr. Ritter noted they can go back to back on the fences and that is what was presented with this request. Staff actually prefers to have fences located as close to the property line as possible. Setting fences in can cause future issues and problems. If you would like to take down your fence that is a possibility. Mr. Alvarez can clarify his intentions though.

Mr. Alvarez was sworn in by Chairman Sepessy.

Mr. Alvarez noted he would prefer to use the same line as his neighbor's fence rather than 5 feet away. Regarding the utility boxes, he would like to leave those out of the yard but does understand he needs to provide a gate or panel to access them. His main focus for this fence is privacy and safety for his dog and children. 84<sup>th</sup> is a very busy street. Thank you for hearing our petition tonight.

A Motion was made by COMMISSIONER VARGAS, seconded by COMMISSIONER PASZCZYK, to close the Public Hearing for Orlando and Olivia Alvarez (property owners) a Variation from Section III.J. of the Zoning Code (Fence Regulations)

AYES: COMMISSIONERS, PASZCZYK, VARGAS & CHAIRMAN SEPESSY

NAYS: None

CHAIRMAN SEPESSY declared the Motion approved by voice call.

Mr. Ritter noted the Standards for Variation.

**PUBLIC COMMENT:**

None

A Motion was made by COMMISSIONER PASZCZYK, seconded by COMMISSIONER VARGAS to recommend that the Village Board grant a 24-foot Variation to the Petitioners, Orlando and Olivia Alvarez, from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a six-foot high privacy fence to be setback 1 foot from the west property line and encroach 24 feet into the required secondary front yard where a fence encroachment is not permitted at 8350 Cloverview Drive in the R-3 (Single-Family Residential) Zoning District, consistent with the List of Submitted Plans as attached herein and adopt Findings of Fact as proposed by Village Staff as listed in the November 12, 2020 Staff Report.

AYES: COMMISSIONERS, PASZCZYK, VARGAS & CHAIRMAN SEPESSY

NAYS: None

CHAIRMAN SEPESSY declared the Motion approved by roll call.

This request will be heard at the December 1, 2020 Village Board Meeting.

**GOOD OF THE ORDER:**

1. The Tinley Park Plaza has current demolitions going on. This is a plan that went to the Plan Commission a few months ago. There will be a new grocer and Burlington will be going into a new location in the area. There will be a new façade on the plaza to the north of those two new spaces. They will also be redoing the parking lot, adding landscaping, and putting a sidewalk on Harlem Avenue.
2. Avocado Theory in the downtown is underway and very visible. This will be a mixed-use building with the Avocado Theory Restaurant that will take up the first floor and they have planned to have an outdoor patio with garage doors that will roll up to the patio.
3. South Street/ The Boulevard is starting to look like a real building with brick going on, plumbing, windows, and exterior materials being installed. They are also continuing the work on the roadway, sidewalk, and utility work. This will be finished in Spring/Summer of next year. Hopefully there will be an announcement of a tenant going in soon.
4. We will be having appointments in the near future for new members on the ZBA.

**RECEIVE COMMENTS FROM THE PUBLIC**

None at this time.

**ADJOURNMENT**

There being no further business, a Motion was made by ZONING BOARD MEMBER PASZCZYK, seconded by ZONING BOARD MEMBER VARGAS, to adjourn the Regular Meeting of the Zoning Board of Appeals of November 12, 2020 at 7:44 p.m. The Motion was unanimously approved by voice call.

AYES: COMMISSIONERS, PASZCZYK, VARGAS & CHAIRMAN SEPESSY

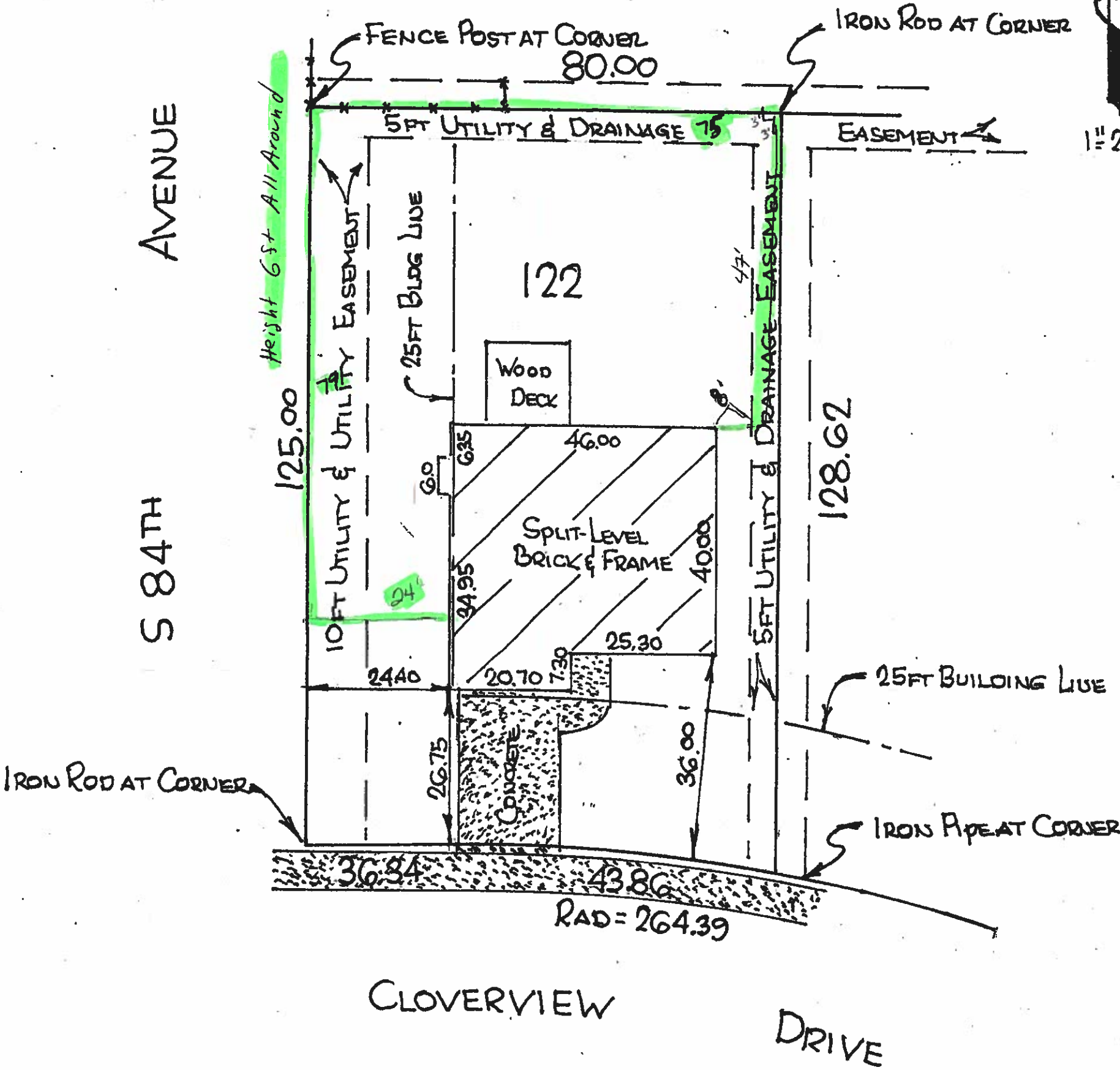
NAYS: None

ZONING BOARD OF APPEALS CHAIRMAN STEPHEN SEPESSY declared the meeting adjourned.

PLAT OF SURVEY

LOT 122 IN TIMBERS EDGE UNIT NUMBER III, BEING A SUBDIVISION OF THE WEST 1/4 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 215 FEET THEREOF) OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 8350 CLOVERVIEW DRIVE, TINLEY PARK, ILLINOIS.



STATE OF ILLINOIS)  
COUNTY OF COOK)

WE, R.C. MORRISON SURVEYING SERVICES, INC. A REGISTERED PROFESSIONAL DESIGN FIRM, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PARCEL OF LAND AND THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT TINLEY PARK, ILLINOIS THIS 20TH DAY OF AUGUST, A.D. 2020

*[Signature]*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 33-2176  
LICENSE EXPIRES NOVEMBER 30, 2020

*[Signature]*  
Professional  
Land Surveyor of the  
State of Illinois  
2020  
TINLEY PARK, IL

R.C. MORRISON SURVEYING SERVICES, INC.  
16843 RICHARDS DRIVE  
TINLEY PARK, ILLINOIS 60477  
OFFICE: 708 439-3188  
CELL: 708 253-2157  
E-MAIL: [rcmorrison@rcmorrison.com](mailto:rcmorrison@rcmorrison.com)  
DESIGN FIRM PROFESSIONAL REGISTRATION  
LICENSE NO: 184006690

FOR BUILDING LINES, BASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON. REFER TO YOUR ABSTRACT, DEED, TITLE POLICY, ZONING ORDINANCES, ETC.

ORDER NO: 20-8-6

**Petitioner**

George Modrovic on behalf  
of IBD Corp.

**Property Location**

17201 Ridgeland Ave.

**PIN**

28-29-300-028-0000 &  
28-29-300-035-0000

**Zoning**

ORI Office and Restricted  
Industrial

**Approvals Sought**

Special Use Permit  
Lot Consolidation  
Site Plan Approval

**Project Planner**

Paula J. Wallrich, AICP  
Planning Manager

# PLAN COMMISSION STAFF REPORT

November 5, 2020 – Workshop

## ELFI Wall System (IBD Corp.) -Special Use for Level 2 Open Storage

17201 Ridgeland Avenue



### EXECUTIVE SUMMARY

The Petitioner, George Modrovic on behalf of IBD Corporation is the contract purchaser of the former ABC Roofing facility located at 17201 Ridgeland Avenue. Mr. Modrovic will be leasing the facility to a related entity, ELFI Wall System (EWS) who will use the site to expand its growing business. EWS currently leases a 12,000 square foot facility located at 1175 Central Avenue in University Park and has two (2) full time employees. With the move to the new location, EWS plans on expanding to 15-20 shop employees and 3-5 office/engineering employees by the end of the 2021 year.

Founded in 2002, ELFI Wall System (EWS) manufactures state-of-the-art energy-efficient, green and sustainable building envelope (wall and roofing) panelized systems. EWS's component-based system begins with a light-gauge steel and EPS proprietary product which is pre-engineered and pre-fabricated through a streamlined and exclusive process. The company claims to have developed the most energy-efficient building envelope in the world.

EWS plans to vacate their current facility in University Park and utilize the Subject Property primarily for manufacturing, warehousing and distribution of their pre-fabricated construction components. As part of their business operations EWS will need to have an outdoor storage area (25' x 200') for the periodic storage of their finished product while they wait for it to be delivered to job sites. This constitutes a Level 2 Open Storage which requires a Special Use Permit.

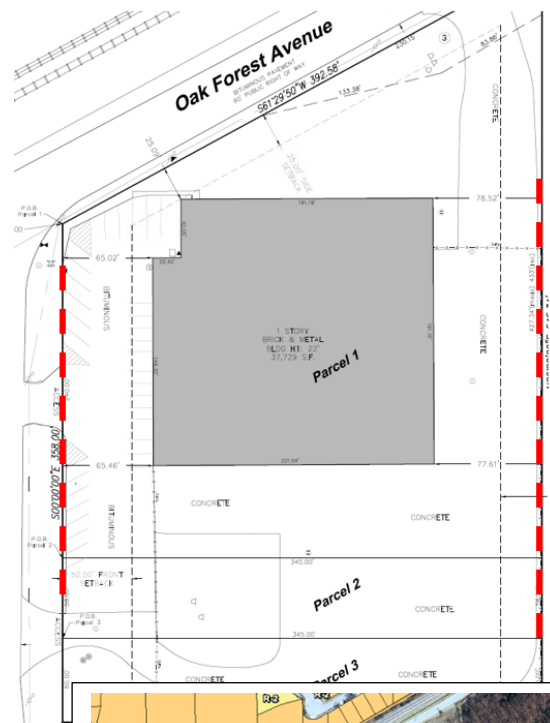
The subject property is comprised of 3 separate parcels (2 PINS) and therefore will be required to consolidate as one parcel (1PIN). Site plan approval is also required.



## EXISTING SITE & HISTORY

The subject property is located at the southeast corner of Ridgeland Avenue and Oak Forest Avenue. The property was formerly home to the ABC Roofing Company who occupied the property from 1993 to 2018; it has been vacant since that time. The building was constructed in 1962, prior to many of the current zoning regulations—especially landscaping and screening requirements. The Panduit Corporation occupied the area to the south until they built their new headquarters at 80<sup>th</sup> Avenue and 191<sup>st</sup> Street. The majority of their manufacturing facilities are demolished except for their research facility to the southeast which fronts 175<sup>th</sup> Street.

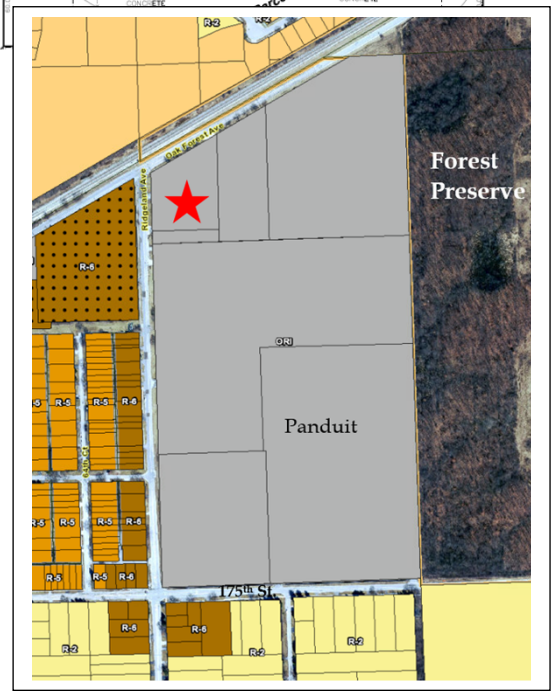
The property is comprised of three parcels totaling 3.58 ac  $\pm$ ; the structure is approximately 37,767 sq. ft. There is parking located on the west side of the building along with 2 overhead doors. There is a fenced rear yard this is paved with a small grass area that provides some on-site detention. There is an access drive connecting the subject parcel to the parcel to the south. Existing pavement runs to the property lines on the east and west sides of the property. (See red dashed lines below)



**ACCESS DRIVE  
TO THE SOUTH**

## ZONING & NEARBY LAND USES

The subject property is zoned Office and Restricted Industrial (ORI). Property to the east and south are also zoned ORI; property to the north is zoned R-4 (Single



Family Residential and property to the west is zoned R-6 (Medium Density Residential).

Panduit Corporation owns the property to the south. Many of their structures have been demolished and they have been marketing the site for future residential. Staff has met with a residential developer to discuss senior housing, attached single family and small lot detached single family proposals for the property surrounding the subject parcel. Despite the existing zoning, the Village's long-term vision for this area is residential. A multifamily development exists to the west and Vogt Woods is located to the north of the railroad tracks across Oak Forest Avenue. The property immediately to the east is not owned by Panduit; it is undeveloped and zoned ORI.

## SITE PLAN

### PARKING/SITE CIRCULATION

The parking requirement for industrial uses is 1 space for every 2 employees plus 1 space for each vehicle used in the conduct of the business. The applicant has indicated a maximum of 25 employees and currently has one pickup truck that serves as a company vehicle. Therefore, per code there are 14 parking spaces required. Currently there are 19 parking spaces on the west side of the building with some additional parking against the west building façade. However, a dimensioned site plan has not been provided that verifies that the dimensions of the spaces meet the code requirement for parking spaces. The parking area needs to be re-stripped with the required parking space dimensions. Since there is no curb at the edge of the asphalt, parking blocks are required. (There are some currently on site but most need repair.)

***Open Item #1: Parking needs to be dimensioned on the site plan. Discuss conditioning the approval on the provision of a dimensioned site plan with staff approval of parking spaces, re-stripping and replacement of parking blocks prior to occupancy.***

The company pickup truck will be parked within the fenced area at the southeast corner of the lot; there is adequate room for any additional parking needed for employees.

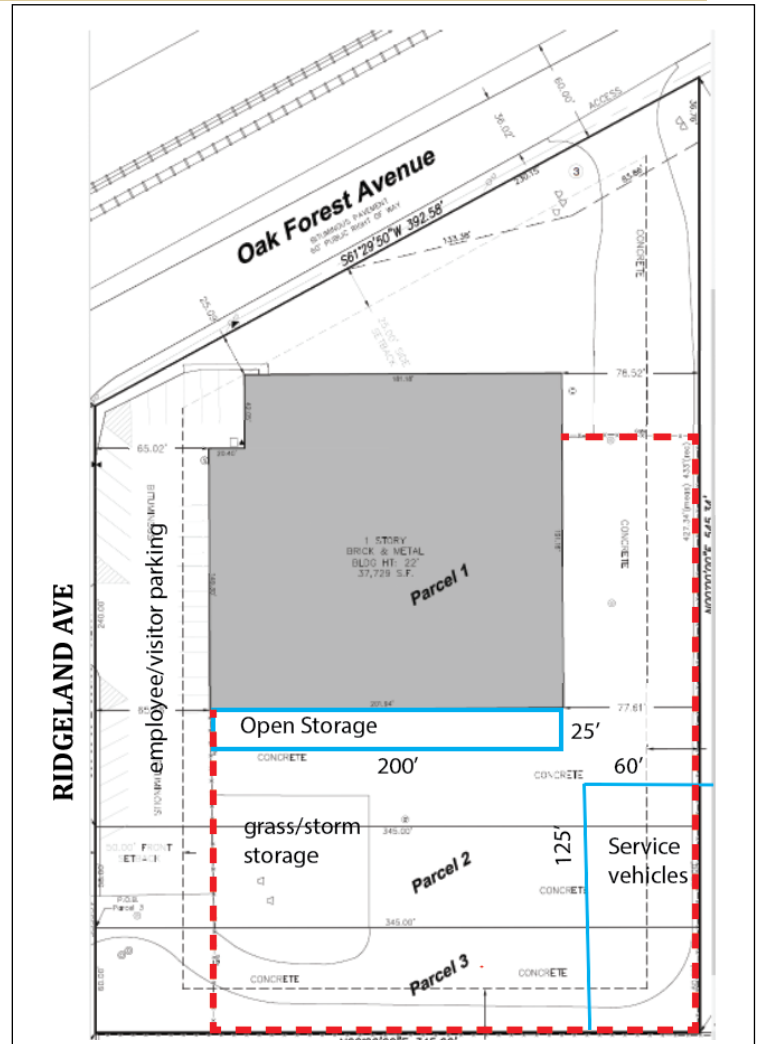
The Applicant has stated that deliveries will enter off of Oak Forest Avenue and exit on Ridgeland. Staff has requested verification of adequate turning radii for their delivery trucks as well as fire trucks.

***Open Item #2: Turning radius studies must be provided. Discuss conditioning the approval on verification of adequate turning area for fire and delivery vehicles.***

There is an access drive connecting the subject parcel to the parcel to the south. This will need to be removed since there is no cross-access easement on the plat.

***Open Item #3: Discuss conditioning the approval on the removal of south access drive.***

### SCREENING





**Fencing.** The east and west sides of the property at the rear of the building are enclosed by a 6' tall chain link fence with privacy slats and barbed wire. This kind of fence is no longer allowed in the Village and is therefore considered a non-conforming fence. Per the Zoning Ordinance, open storage areas must be screened by a 100% opaque fence (at least 6' on height) or a combination of fence and landscaping. The applicant has agreed to remove the barbed wire and begin to replace the fence with a 6-8' PVC fence in phases. The first phase will be the Ridgeland Avenue frontage, as seen in the adjacent photograph. It is visible from Ridgeland Avenue and is also directly across the street from residential uses, therefore the replacement is considered the higher priority of the three fences for replacement. The applicant has agreed to complete this replacement by December 1, 2021. The south and east fence lines, which are not as visible from public ROW, will be replaced either once development occurs on the adjacent property or five years from SUP approval (December 1, 2025), whichever comes first. The fence to the south of the property is off site and belongs to Panduit, therefore once that area redevelops the fence will be removed by Panduit and ELFI will need to provide the required fencing in compliance with Village Code.



Ridgeland Avenue Frontage

A Change of Owner inspection was conducted and staff noted that the east fence had sections that needed repair. If it possible to be repaired then the fence can remain and be replaced per the schedule mentioned above. However, if there are sections of the fence greater than 8' in length that need to be replaced, then the entire length of the fence will need to be replaced with a compliant fence. This will be enforced through code enforcement staff.

East Fence

**Open Item #4: Discuss adequacy of fencing and conditioning approval upon replacement of non-compliant fence on the west side of property by December 1, 2021. Replace east and south non-compliant fence once development occurs on the adjacent property or five years from SUP approval (December 1, 2025).**

#### Landscaping

Per the landscape ordinance tree trees are required along Ridgeland Avenue and a Bufferyard "B" is required for the entire perimeter of the property. Since there is no opportunity to meet this requirement along the east and west property lines staff recommends that the Applicant supplement the bufferyard plantings for the north and south property lines with 20% additional plant material. The calculations for these areas are as follows:

#### South Property Line (345 LF):

- 9 canopy trees  $(3.45 \times 2.4 = 8.28) + 20\% = \mathbf{11}$  canopy trees
- 3 understory trees  $(3.45 \times .6 = 2.07) + 20\% = \mathbf{4}$  understory trees
- 42 shrubs  $(3.45 \times 12 = 41.4) + 20\% = \mathbf{51}$  shrubs

#### For North Property Line (220 LF):

- 6 canopy trees  $(2.2 \times 2.4 = 5.28) + 20\% = \mathbf{8}$  canopy trees
- 2 understory trees  $(2.2 \times .6 = 2.07) + 20\% = \mathbf{3}$  understory trees
- 27 shrubs  $(2.2 \times 12 = 41.4) + 20\% = \mathbf{33}$  shrubs

A landscape plan has been provided, however it is deficient in some areas. The south bufferyard requires 1 additional canopy tree and 6 shrubs; the north bufferyard requires 8 additional canopy trees, 3 understory trees and 12 shrubs. The Applicant has agreed to install the landscaping by June 15, 2021. Staff has provided the graphic below as an example of how the applicant can meet code requirements.



**a** Garden Guy, INC.  
Landscaping

- Canopy tree
- understory tree

[illegible]

Add 12 more shrubs  
in either area

*Open Item #5: Discuss adequacy of landscaping and condition approval upon installing landscaping by June 15, 2021.*

## PROPOSED USE & SPECIAL USE PERMIT

IBD Corp. is the contract purchaser of the subject property. One of their related entities, ELFI Wall System (EWS), will be leasing the property. Mr. George Modrovic founded EWS in 2002 as a state-of-the-art energy-efficient, green and sustainable building envelope (wall and roofing) panelized system manufacturer. Advances resulting from his research and development expanded ELFI's capabilities by "optimizing and integrating additional complementary, proven technologies to maximize energy-efficiency, beyond the Wall and Roofing System alone. Empirically, the ELFI-based System realized an 82% reduction in utility costs, first in retail stores, and is now expanding its advantages for net-zero-energy and off-the-grid buildings, to tourism and resort development, to urban and master planning, and entire community planning and development projects. Meeting or exceeding all Global Standards through customized, responsible, transitional implementation planning, technology-based approaches, processes and methods, EWS is dedicated to the future of sustainable development". (excerpts from submittal narrative) A review of the EWS website (<https://elfi.green>) notes that "builders can construct ELFI component-centric buildings in one-third of the time when compared with traditional construction methods," and experience energy savings of 40-60%.

ELFI Wall System (EWS) will utilize the site to expand its growing business. They currently lease a 12,000 square foot facility located at 1175 Central Avenue in University Park and have two (2) full time employees. The Ridgeland Avenue site will primarily be used for

manufacturing, warehousing and distribution of pre-fabricated construction components such as environmentally friendly wall and roofing systems. EWS plans to hire approximately 15-25 new full-time employees. Of these new employees, 15-20 will work in the warehouse/shop area and 3-5 employees working in the office or engineering department.

Operations within the ORI district are required to be wholly enclosed within the building. The only exception is Open Storage as defined by the Zoning Ordinance. There are defined levels to the intensity of open storage. Level 1 is allowed by right in the ORI District and is defined as “the overnight storage of trucks, excluding associated trailers, over eight-thousand (8,000) pounds in weight provided the vehicle is licensed and operable and is essential to the function of the authorized principal use of the property. The only service vehicles owned by EWS is a pick-up truck; it will be parked within the fenced area at the southeast corner of the property. Deliveries to and from the property will be made by third party services.

As part of EWS business operations there may be times when production levels exceed indoor storage capacity of the finished product. They have requested outdoor storage to accommodate this need. An area measuring 25’ x 200’ at the rear of the building has been identified for this use. The finished products measure 8’ x 10’ and will stack flat on the ground to a height of 11’2”. The They will only store in this area a finished product waiting for shipment to the client. Product is only expected to be stored for 2-3 weeks. Commission may wish to discuss the height of the stored product.

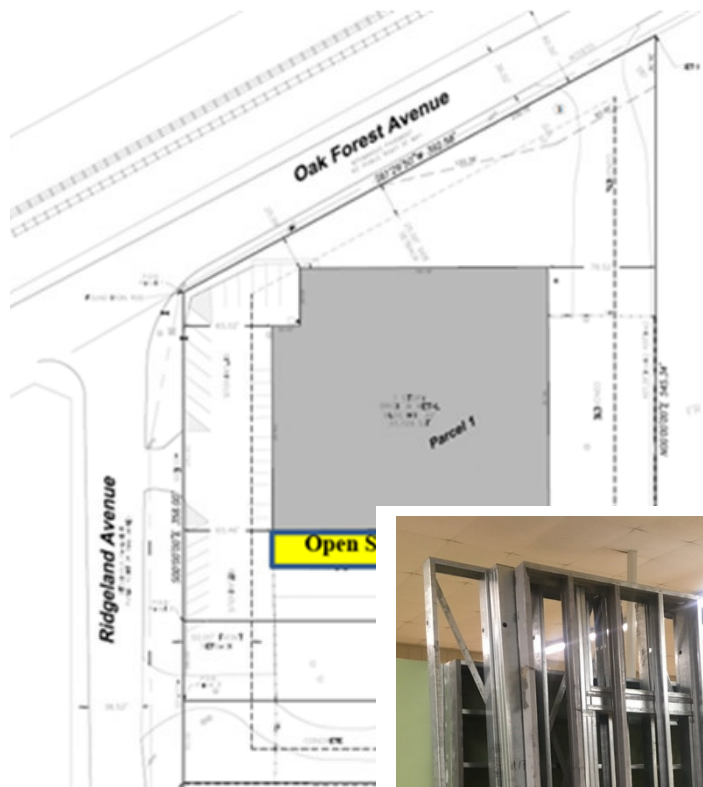
This type of storage is defined as Level 2 Open Storage: “the storage of goods, products, materials or light equipment”. Level 2 storage requires a Special Use permit in the ORI District.

There are conditions placed on all Open Storage as follows:

- Location: Open storage shall not be located in any front or corner side yard. No open storage shall be permitted to occur in areas designated for parking, driveways, or walkways;
- Lot Coverage: Level 1 and Level 2 cannot each exceed 15% lot coverage;
- Screening: Screening of the open storage area must be 100% opaque through the use of a fence (at least 6’ on height) or a combination of fence and landscaping; and
- Landscaping: Bufferyards are required along all property lines in accordance with the Landscape Ordinance.

The following describes how the applicant proposes to meet these requirements:

- Location: Both Level 1 and Level 2 open storage areas are located to the rear of the property within a fenced area.
- Lot Coverage: The area designated for parking of the service vehicles (Open Storage Level 1) measures 125’ x 60’ (7,500 sq. ft.) and therefore does not exceed the lot coverage maximum of 15% (23,374 sq. ft.). The area designated for Open Storage Level 2 measures 200’ x 25’ (5,000 sq. ft.) which also does not exceed the lot coverage limits.
- Screening: The east and west sides of the property at the rear of the building are enclosed by a 6’ tall chain link fence with privacy slats and barbed wire. As discussed under the Site Plan section above, barbed wire and privacy slats are no longer allowed in the Village and is therefore considered a non-conforming fence. The applicant has agreed to remove the barbed wire and begin to replace the fence with a 6-8’ PVC fence in phases beginning with the fence on the west side of the property. Additionally, there are portions of the fence, primarily on the east side, that need repair and may require replacement. Per code, no more than an 8’ section of a non-conforming fence can be replaced. If more of the fence needs to be replaced then the entire length of fence must be replaced with a conforming fence. Enforcement of fence replacement is handled by Code Enforcement. The south fence is off-site and belongs to Panduit. It is a chain link fence without privacy slats and therefore is code compliant. When that fence is removed, the Applicant will be required to provide a compliant fence on their property.



- **Landscaping:** The bufferyard requirement can be met on the south side of the fenced area but since pavement extends to the property edge on the east and west property lines, there is no opportunity for landscaping in these areas. Staff has recommended supplementing the landscaping on the north and south sides of the property to compensate for the lack of bufferyards on the east and west. See the site plan section for information on the bufferyard plantings.

**Open Item #6: Discuss Special Use request for Level 2 storage and the ability to meet screening requirements with respect to fencing and landscaping. Discuss conditioning the SUP approval upon the installation of a 6-8' solid PVC fence at the west side of the paved area at the rear of the building by December 1, 2021, and replace the fence at the south and east property lines once development occurs on the adjacent property or five years from SUP approval (December 1, 2025), whichever comes first. Install landscaping by June 15, 2021.**

## LOT CONSOLIDATION

The subject parcel is comprised of three parcels and two property index numbers (PIN). Parcels 1 & 2 are non-conforming lots and therefore the parcels will be consolidated into one lot with one PIN number.

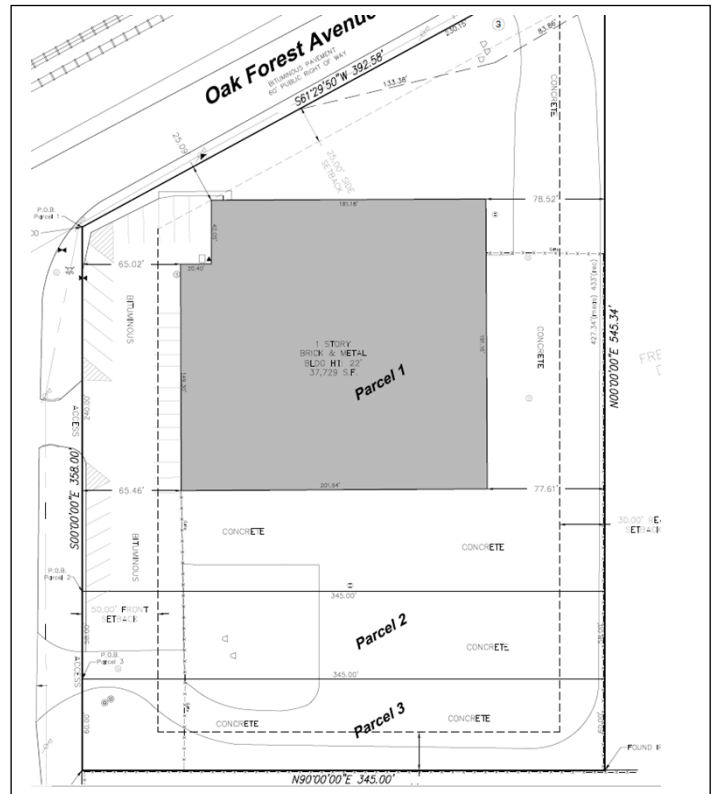
A Plat of Consolidation has not yet been submitted.

**Open Item #7: Discuss conditioning final approval upon final engineering review.**

## SUMMARY OF OPEN ITEMS

Staff identified the following open items for discussion:

1. Discuss conditioning the approval on the provision of a dimensioned site plan with staff approval of parking spaces, re-stripping and replacement of parking blocks prior to occupancy.
2. Discuss conditioning the approval on verification of adequate turning area for fire and delivery vehicles.
3. Discuss conditioning the approval on the removal of south access drive.
4. Discuss adequacy of fencing and conditioning Site Plan approval upon replacement of non-compliant fence on west side of property by December 1, 2021. Replace east and south non-compliant fence once development occurs on the adjacent property or December 1, 2025, whichever comes first.
5. Discuss the adequacy of the landscape proposal and condition the Site Plan approval on installation by June 15, 2021.
6. Discuss Special Use request for Level 2 storage and the ability to meet screening requirements with respect to fencing and landscaping and condition the SUP approval upon the installation of a 6-8' solid PVC fence along Ridgeland Avenue frontage by December 1, 2021; replace the fence at the south and east property lines once development occurs on the adjacent property or five years from SUP approval (December 1, 2025), whichever comes first; and install landscaping by June 15, 2021.
7. Discuss conditioning final approval upon final engineering review.



## STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided the following draft Findings of Fact. These draft findings may be amended as the Plan Commission feels fit prior to supplying a recommendation to the Village Board.

**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 open storage area will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare since it will only be used for finished product stored for 2-3 weeks at a time. The area is screened by an existing 6' non-conforming fence that is expected to be replaced in phases with the west fence***



- replaced by December 1, 2021 and the remaining fence by Dec 1, 2025 or at such time as adjacent property develops whichever happens first.*
- 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 open storage area 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 since it will be adequately screened with a fence and landscaping where possible.*
  - 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 open storage area will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district since the area surrounding the site to the east and south are also zoned ORI. Any future redevelopment of the area for other less intense uses will need to provide adequate screening.*
  - d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
    - *The site was previously occupied by a similar use and has adequate existing utilities, access roads, and drainage.*
  - e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
    - *The site was previously occupied by a similar use and therefore access has properly functioned previously.*
  - 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 business and property will otherwise conform to zoning, building, and fire codes, conditions of approval have been made require adequate screening of the open storage area.*
  - g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
    - *The property has been vacant for two years; the granting of the Special Use will allow the property to function successfully.*

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 Variation, 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.

## MOTIONS TO CONSIDER

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

### Motion 1 (Site Plan):

*"...make a motion to grant the Petitioner, George Modrovic on behalf of IBD Corporation, (Contract Purchaser), Site Plan Approval for property located at 17201 Ridgeland Avenue in accordance with Plans submitted and listed in the November 19, 2021 Staff Report and subject to the following conditions:*

1. *Submission of a dimensioned site plan with staff approval of parking spaces, provision of parking blocks and restriping of parking spaces prior to issuance of an occupancy permit;*
2. *Verification of adequate turning radii for fire and delivery trucks;*
3. *Removal of the south access drive;*
4. *Replace non-compliant fence on west side of property with a 6'-8' solid PVC fence by December 1, 2021; replace east and south non-compliant fence with a 6'-8' solid PVC fence once development occurs on the adjacent property or December 1, 2025, whichever comes first; and*

5. *Installation of approved landscape plan by June 15, 2021.”*
6. *[any conditions that the Commission would like to add]*

**Motion 2 (Special Use Ordinance for Open Storage (Level 2):**

*“...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, George Modrovic on behalf of IBD Corporation, (Contract Purchaser), for Open Storage (Level 2) for property located 17201 Ridgeland Avenue in accordance with Plans submitted and listed in the November 19, 2021 Staff Report and subject to the following conditions:*

1. *Replace non-compliant fence on west side of property by December 1, 2021 with a 6’-8’ solid PVC fence; replace east and south non-compliant fence with a 6’-8’ solid PVC fence once development occurs on the adjacent property or December 1, 2025, whichever comes first; and*
2. *Installation of approved landscape plan by June 15, 2021.”*
3. *[any conditions that the Commission would like to add]*

**Motion 3 (Plat of Consolidation):**

*“...make a motion to recommend that the Village Board grant approval to the Petitioner, George Modrovic on behalf of IBD Corporation, (Contract Purchaser), for a Plat of Consolidation of three parcels located at 17201 Ridgeland Avenue in accordance with the Plat of Consolidation submitted and listed herein, subject to the following condition:*

1. *Final Engineering approval by the Village Engineer.”*

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

**LIST OF REVIEWED PLANS**

Submitted Sheet Name	Prepared By	Date On Sheet
Alta Survey	JLH Land Surveying	9.18.20
Elfi Site Plan	Monica Shamass	11.12.20
Site Key	Monica Shamass	11.12.20
Landscape Plan	Garden Guy	11.12.20
Final Elfi Site Plan	JLH Land Surveying/PJW	11.18.20

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2020-O-078**

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**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR LEVEL 2 OPEN  
STORAGE LOCATED AT 17201 RIDGELAND AVENUE  
(IBD CORP, PETITIONER)**

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2020-O-078****AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR LEVEL 2 OPEN  
STORAGE LOCATED AT 17201 RIDGELAND AVENUE  
(IBD CORP, PETITIONER)**

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

**WHEREAS**, a petition for the granting of a Special Use Permit to allow Level 2 Open Storage on property located at 17201 Ridgeland Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by George Modrovic on behalf of IBD Corp (“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 November 19, 2020 at the Village Hall of this Village at and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, after hearing testimony on the petition, the Plan Commission found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Special Use and voted 6-0 to recommend to the Village Board of Trustees approval of the Special Use; and

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

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



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

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

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;  
*The open storage area will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare since it will only be used for finished product stored for 2-3 weeks at a time. The area is screened by an existing 6' non-conforming fence that is expected to be replaced in phases with the west fence replaced by December 1, 2021 and the remaining fence by Dec 1, 2025 or at such time as adjacent property develops whichever happens first.*
- 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 open storage area 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 since it will be adequately screened with a fence and landscaping where possible.*
- 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 open storage area will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district since the area surrounding the site to the east and south are also zoned ORI. Any future redevelopment of the area for other less intense uses will need to provide adequate screening.*

- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;  
*The site was previously occupied by a similar use and has adequate existing utilities, access roads, and drainage.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and  
*The site was previously occupied by a similar use and therefore access has properly functioned previously.*
- 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 business and property will otherwise conform to zoning, building, and fire codes, conditions of approval have been made require adequate screening of the open storage area.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.  
*The property has been vacant for two years; the granting of the Special Use will allow the property to function successfully.*

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

**LEGAL DESCRIPTION:**

PARCEL 1: A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FEET WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 240 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 433 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE AND MAKING AN

ANGLE 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST) A DISTANCE OF 392.58 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 240 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4), THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 58 FEET, THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 58 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 298 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 60 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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

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

**SECTION 4:** That a Special Use Permit for Level 2 Open Storage as defined in the Village of Tinley Park Zoning Ordinance in Section II and as regulated in Section III.O., to allow Level 2 Open Storage at the Subject Property in accordance with the “List of Reviewed Plans” attached hereto as Exhibit A, is hereby granted to the Petitioner with the following conditions:

1. Replace non-compliant fence on west side of property by December 1, 2021 with a 6’-8’ solid PVC fence; replace east and south non-compliant fence with a 6’-8’ solid PVC fence once development occurs on the adjacent property or December 1, 2025, whichever comes first; and
2. Installation of approved landscape plan by June 15, 2021.”

**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 01 day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 01 day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-078, "AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR LEVEL 2 OPEN STORAGE LOCATED AT 17201 RIDGELAND AVENUE (IBD CORP, PETITIONER)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 01, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 01 day of December, 2020.

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KRISTIN A. THIRION, VILLAGE CLERK

## EXHIBIT A

## LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Alta Survey	JLH Land Surveying	9.18.20
Elfi Site Plan	Monica Shamass	11.12.20
Site Key	Monica Shamass	11.12.20
Landscape Plan	Garden Guy	11.12.20
Final Elfi Site Plan	JLH Land Surveying/PJW	11.18.20

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

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

**SUBJECT: MINUTES OF THE NOVEMBER 19, 2020 REGULAR MEETING**

**ITEM #1 Workshop/Public Hearing – ELFI – 17201 Ridgeland – Special Use Permits, Plat of Consolidation, Site Plan Approval**

Consider recommending that the Village Board grant IBD Corp., (Contract Purchaser of property owned by Hendricks Commercial Properties), a Special Use Permit to allow Level 2 open storage on property located at 17201 Ridgeland Avenue. The request will permit ELFI wall systems to store overflow product and finished product that is ready to be shipped in an area measuring 200' x 25' on the south side of the building. The area will be enclosed by a fence. Site Plan and Final Plat approval will also be considered at the meeting.

Present Plan Commissioners: Chairman Garrett Gray (Participated electronically)  
Steven Vick (Participated electronically)  
Angela Gatto (Participated electronically)  
Mary Aitchison (Participated electronically)  
Kehla West (Participated electronically)  
James Gaskill

Absent Plan Commissioners: Eduardo Mani  
Lucas Engel

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

Guests: George Modrovic – Owner (Participated electronically)  
Monica Shamass – Attorney (Participated electronically)  
Mark Rogers – Attorney (Participated electronically)

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

CHAIRMAN GRAY asked the Applicant to comment.

Monica Shamass, Attorney noted she wanted to clarify the outdoor storage. Anything being put in this outdoor storage is simply for delivery. Upon manufacturing of the product, it would be put in the storage area for the span of time it would take for the delivery truck to arrive. Mr. Modrovic has made it clear that he is willing to work with the Village on the codes and abide by all of them. If there is an issue regarding how high the product would be stacked, he is amenable to stacking it lower. This product is panels and it could be 6' or 8' without a problem.

CHAIRMAN GRAY asked for comments from the Commissioners.

COMMISSIONER GATTO noted everything in the Staff Report is agreeable. She welcomes seeing someone take over this property since it has been vacant for so long.

COMMISSIONER VICK noted there are good conditions in the Staff Report. We need to stick to the striping in the parking lot and the turning radius for the fire and delivery trucks. He is glad to see they will be replacing the fence and removing the barb wire right away. There should be conditions on the stacking height. A 6' stacking height is a little low and a little higher would not be any different than a lot of other storage areas. There should be a maximum stacking height, especially since this product will only be there temporarily. If they are willing to put in a 6' fence then the maximum stacking height should be 8'. Other than that, he is happy with everything else.

COMMISSIONER WEST noted she echoes that she is very glad that they are going into this property as it has been empty for a while. There was a reference in the Staff Report that the adjacent Panduit area has a long term goal to be residential. The developer has done a good job making sure this will be shielded and with the forest preserve property on the other side, it will fit in nicely and will be a nice addition to the area.

COMMISSIONER GASKILL had no comment.

COMMISSIONER AITCHISON noted staff did an excellent job and that is her only comment.

CHAIRMAN GRAY noted he concurs with the comments on the fence. If there is enough space, he liked the idea of limiting the stacking to 6' with just a little over if necessary, one of his concerns with the stacking and the fence on the south portion of the property is that it is actually on the Panduit property. When this is developed for residential the petitioner will not have control of taking down that portion of the fence on the Panduit property. His concern is if and when this becomes residential he feels it would be good to put up a fence so they would have control. If they are abutting a residential area and all there is between a residential area and this property, kids will definitely come over and climb on the panels. This would be a safety concern to make sure their lot and property are secure from damage or liability due to trespassing on the property. It would be prudent to put up a fence now and rework some of the southern landscaping. This may not be an issue now, he feels they should revise some of the plans. He questions why they are doing this in stages. Is there any way they can take care of the fence as well as the barb wire? He does understand if this is economically based.

Monica Shamass replied they agree that once the fence comes down on the south portion, it would be a liability especially for children. This is why according to the agreement, whatever comes first, then they would replace the fence on their property. For the time being, the reason why they are not replacing everything right away along with the east side if they don't have to is financial. They don't want to front load so many costs prior to getting in there. It is more prudent to do everything that is a complete demand and make sure everything works. When they have more cash flow, they will be able to make more changes. They will try to make it better for the Village with appearance. They are not only putting up a gate on the west side and adding landscaping, they are also repainting the building and removing the exterior duct work. The fencing is costlier and they will have to do that in stages to keep everything in budget.

Ms. Wallrich noted there may be some confusion regarding the fence. On the south side they cannot touch that fence. If there has not been development to the south and it is December 2025, they will have to put up a new fence on their property. The deadline is five years that they will have to put up fencing on the south and the east. If Panduit decides to come tomorrow and take the fence down, they will be required to put up a new fence on their property. Any time there is open storage it has to be completely enclosed.

CHAIRMAN GRAY replied that he did understand that. His thought was that before it became an issue, he wanted to cut it off at the pass. He understands the aversion to economically front load something. It does make sense to wait until they need to put up the fence and do the staging. He is glad to get a new tenant in that building. He is also in agreement with the Plat of Consolidation approved by engineering. He agrees with all the recommendations.



A Motion was made by COMMISSIONER VICK, seconded by COMMISSIONER WEST to open the Public Hearing for ELFI – 17201 Ridgeland

AYE: COMMISSIONERS GATTO, AITCHISON, VICK, GASKILL, WEST and CHAIRMAN GRAY.

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

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

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

Ms. Wallrich noted she had nothing more to add except she wanted to make clear that according to the code, the stacking cannot extend over the fence. She does not know whether they will be submitting plans for a 6' or an 8' fence. We did not advertise for a variation to do that. She noted that Ms. Shamass stated that Mr. Modrovic was willing to keep the storage below the fence.

CHAIRMAN GRAY asked the Applicant for comments.

Mr. Modrovic was sworn in and he noted that they will be good neighbors and wants to work with the Village. They have an exciting new technology with quite a bit of appeal especially overseas in developing countries. He is glad to move into this larger area where they can bring in new computerized machinery, that has already been purchased. He will start training employees in mid-January. He will be very happy in this location. It is a quiet corner, close to transportation with high ceilings. If we can work out the real estate taxes that are very high, it will help us to bring in business at a higher level.

CHAIRMAN GRAY asked for comments from the public.

There was none.

COMMISSIONER VICK noted he did not realize the wording in the code and he does know now that they need to keep the storage below the fence height.

A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER AITCHISON to close the Public Hearing for ELFI – 17201 Ridgeland.

AYE: COMMISSIONERS GATTO, AITCHISON, VICK, GASKILL, WEST and CHAIRMAN GRAY.

NAY: None.

CHAIRMAN GRAY declared the Motion approved by voice vote.

Ms. Wallrich presented the Standards for Special Use as noted in the Staff Report.

### **MOTION 1 (Site Plan)**

A Motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER VICK to grant the Petitioner George Modrovic on behalf of IBD Corporation, (Contract Purchaser), Site Plan Approval for property located at 17201 Ridgeland Avenue in accordance with Plans submitted and listed in the November 19, 2020 Staff Report and subject to the following conditions:

1. Approval of parking spaces, provision of parking blocks and restriping of parking spaces prior to issuance of an occupancy permit;

2. Verification of adequate turning radii for fire and delivery trucks;
3. Removal of the south access drive;
4. Replace non-compliant fence on west side of property with a 6'- 8' solid PVC fence by December 1, 2021; replace east and south non-compliant fence with a 6'- 8' solid PVC fence once development occurs on the adjacent property or December 1, 2025, whichever comes first; and
5. Installation of approved landscape plan by June 15, 2021.

AYE: COMMISSIONERS GATTO, AITCHISON, VICK, GASKILL, WEST and CHAIRMAN GRAY.

NAY: NONE

CHAIRMAN GRAY declared the Motion approved by roll call.

**Motion 2 (Special Use Ordinance for Open Storage (Level 2):**

A motion was made by COMMISSIONER WEST, seconded by COMMISSIONER GASKILL to recommend that the Village Board grant a Special Use Permit to the Petitioner, George Modrovic on behalf of IBD Corporation, (Contract Purchaser), for Open Storage (Level 2) for property located 17201 Ridgeland Avenue in accordance with Plans submitted and listed in the November 19, 2020 Staff Report and subject to the following conditions:

1. Replace non-compliant fence on west side of property by December 1, 2021 with a 6'- 8' solid PVC fence; replace east and south non-compliant fence with a 6'- 8' solid PVC fence once development occurs on the adjacent property or December 1, 2025, whichever comes first; and
2. Installation of approved landscape plan by June 15, 2021."

AYE: COMMISSIONERS GATTO, AITCHISON, VICK, GASKILL, WEST and CHAIRMAN GRAY.

NAY: NONE

CHAIRMAN GRAY declared the Motion approved by roll call.

**Motion 3 (Plat of Consolidation):**

A motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER GATTO to recommend that the Village Board grant approval to the Petitioner, George Modrovic on behalf of IBD Corporation, (Contract Purchaser), for a Plat of Consolidation of three parcels located at 17201 Ridgeland Avenue in accordance with the Plat of Consolidation submitted and listed herein, subject to the following condition:

1. Final Engineering approval by the Village Engineer."

AYE: COMMISSIONERS GATTO, AITCHISON, VICK, GASKILL, WEST and CHAIRMAN GRAY.

NAY: NONE

CHAIRMAN GRAY declared the Motion approved by roll call.

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

This item will be heard at the Village Board on Tuesday, December 1, 2020

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2020-R-122**

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**A RESOLUTION APPROVING A COOK COUNTY CLASS 8  
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17201 AND  
17401 RIDGELAND AVENUE, TINLEY PARK, ILLINOIS**

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

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

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2020-R-122****A RESOLUTION APPROVING A COOK COUNTY CLASS 8  
RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17201 AND  
17401 RIDGELAND AVENUE, TINLEY PARK, ILLINOIS**

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

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

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

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

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

**WHEREAS**, IBD Corp. (Owner) is applying for Class 8 property status pursuant to said aforementioned ordinance for certain real estate located at 17201 and 17401 Ridgeland Avenue (Subject Property) in the Village of Tinley Park, Bremen Township, Cook County, Illinois, with the Property Index Numbers 28-29-300-028-0000 and 28-29-300-035-0000, and legally described in Exhibit "A" attached hereto, and has proven to this Board that the Subject Area is in need of revitalization, and,

**WHEREAS**, the Subject Property real estate is located in Bremen Township; has been vacant since October, 2018; and is certified eligible for Class 8 by Cook County;

**WHEREAS**, IBD Corp. intends to make improvements to the Subject Property and;

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

**WHEREAS**, the industrial development planned by IBD Corp. is consistent with the overall Tinley Park comprehensive plan for rehabilitation and development of this area; and

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

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

**SECTION 1:** The President and Board of Trustees agree to grant a Cook County Real Estate Classification 8 status specifically for the special assessment of “occupation of vacant property” to IBD Corp. for re-occupancy of a vacant commercial building located at 17201 and 17401 Ridgeland Avenue, Tinley Park, Bremen Township, Cook County, Illinois, PIN Numbers 28-29-300-028-0000 and 28-29-300-035-0000.

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

PASSED THIS 1<sup>st</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1<sup>st</sup> day of December, 2020.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-122, “A RESOLUTION APPROVING A COOK COUNTY CLASS 8 RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17201 AND 17401 RIDGELAND AVENUE, TINLEY PARK, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1<sup>st</sup>, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

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

PIN: Parcels 1 & 2 (28-29-300-028-0000) and Parcel 3 (28-29-300-035-0000)

PARCEL 1:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FEET WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 240 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 433 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE AND MAKING AN ANGLE 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST) A DISTANCE OF 392.58 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 240 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4), THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 58 FEET, THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 58 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 298 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 60 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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

PREPARED BY AND AFTER  
RECORDING RETURN TO:

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK  
AND IBD CORPORATION  
(17201 Ridgeland Avenue, Tinley Park, Illinois 60477)**

**THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT** (“**Agreement**”) is made this \_\_\_\_ day of December, 2020 (“**Execution Date**”), by and between the **Village of Tinley Park**, an Illinois municipal corporation (“**Village**”), and **IBD Corporation**, a Nevada Corporation (“**Owner**”).

**RECITALS**

**WHEREAS**, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage commercial and industrial development throughout Cook County by offering a real estate tax incentive for the development of new commercial facilities, the rehabilitation of existing commercial structures and the utilization of abandoned buildings on properties that have been designated as experiencing severe economic stagnation and blighted by the community in order to create employment opportunities and expand the tax base; and

**WHEREAS**, the Owner is the contract purchaser of property generally located at 17201 Ridgeland Avenue, Tinley Park, Illinois, and as legally described on Exhibit A (“**Property**”); and

**WHEREAS**, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 8 Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, (“**Class 8 Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 8 Assessment Classifications are necessary for such redevelopment to occur on the Property; and

**WHEREAS**, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 8 Tax Assessment Classifications; and

**WHEREAS**, Owner shall redevelop the Property which shall consist of a light industrial use with improvements and deadlines as outlined in Exhibit B (“**Improvements**”) as depicted on Exhibit C (the “**Site Plan**”); and

**WHEREAS**, without the Class 8 Assessment Classifications for the Property, the Project would not reasonably be anticipated to proceed; and

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

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

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

**Section 2. Term of Agreement.** The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Class 8 Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

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

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

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

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

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

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

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

or any related agreement which is untrue or misleading in any material respect;

- iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
- iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and
- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.

b. The following shall constitute an Event of Default by the Village hereunder:

- i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

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

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
  - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 8 Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
  - ii. Within five (5) business days of written demand from Village (the

“**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 8 Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

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

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

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

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

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

**Section 8. Miscellaneous.**

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

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

**Section 9. Notice.**

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

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

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

If to Owner: George Modrovic  
IBD Corporation  
c/o ELFI Wall System  
1201 Woodview Road  
Burr Ridge, Illinois 60527  
georgem@elfiwallsystem.com

With a copy to:

Liston & Tsantilis, P.C.  
33 N. LaSalle St. 28<sup>th</sup> Floor  
Chicago, Il. 60602  
1430 Lee Street  
Des Plaines, Illinois 60018  
Attn: Monica Shamass  
Mshamass@ltlawchicago.com

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

[EXECUTION PAGES FOLLOW



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

VILLAGE:

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

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

ATTEST:

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

STATE OF ILLINOIS        )  
                                      ) ss.  
COUNTY OF COOK        )

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

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

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

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

My commission expires:

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

OWNER:

IBD Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Principal

STATE OF ILLINOIS   )  
  ) ss.  
COUNTY OF COOK    )

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

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

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

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

My commission expires:

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

PIN: Parcels 1 & 2 (28-29-300-028-0000) and Parcel 3 (28-29-300-035-0000)

**PARCEL 1:**

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FEET WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 240 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 433 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE AND MAKING AN ANGLE 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST) A DISTANCE OF 392.58 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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**PARCEL 3:**

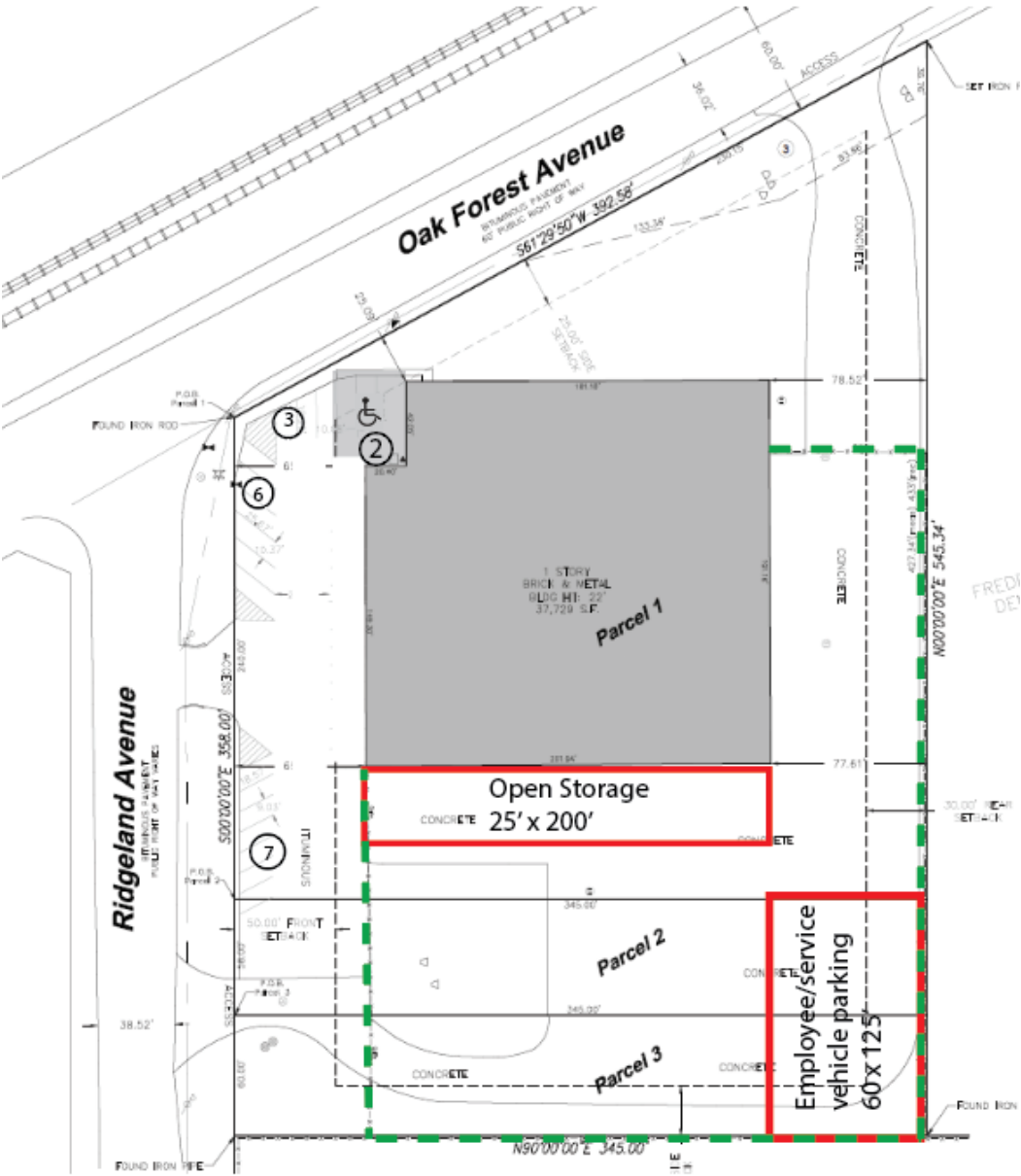
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**EXHIBIT B****Improvements and Schedule**

#	Improvement	Deadline
1	Removal of south access drive between subject property and Panduit	Prior to Occupancy Permit
2	Install parking blocks for all parking spaces on west side of building	Prior to Occupancy Permit
3	Stipe/define parking spaces on west side of building per approved site plan	Prior to Occupancy Permit
4	Replace non-compliant fence on west side of property with a 6'-8' solid PVC fence	December 1, 2021
5	Replace east and south non-compliant fence with a 6'-8' solid PVC fence	Prior to building permit issuance for development on adjacent property to the east or south or by December 1, 2025, whichever comes first
6	Installation of approved landscape plan	June 15, 2021
7	Painting of exterior of the building	September 1, 2021

**EXHIBIT C**  
**Site Plan**

11.19.20



17201 Ridgeland Avenue ELFI

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK  
AND IBD CORPORATION  
(17201 Ridgeland Avenue, Tinley Park, Illinois 60477)**

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**WHEREAS**, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 8 Real Estate Tax Assessment Classifications, as said term is defined in the Classification Ordinance, (“**Class 8 Assessment Classification**”) for the Property with said resolution stating that the Village finds the area surrounding the Property to be blighted and in need of redevelopment and that the Class 8 Assessment Classifications are necessary for such redevelopment to occur on the Property; and

**WHEREAS**, the adoption of resolutions by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Class 8 Tax Assessment Classifications; and

**WHEREAS**, Owner shall redevelop the Property which shall consist of a light industrial use with improvements and deadlines as outlined in Exhibit B (“**Improvements**”) as depicted on Exhibit C (the “**Site Plan**”); and

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17201 Ridgeland Avenue ELFI

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

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

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

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



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

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

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

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

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

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
  - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Class 8 Assessment Classifications on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and except as specifically set forth in Section 6(a)(ii) below, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property for property tax years concluded prior to the Event of Default.
  - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Class 8 Assessment Classifications for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner fails to comply with any written demand

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provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Class 8 Assessment Classifications on the Property accruing after the issuance of the Demand Notice.

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

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

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

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

**Section 8. Miscellaneous.**

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

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

**Section 9. Notice.**

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

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

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

If to Owner: George Modrovic  
IBD Corporation  
c/o ELFI Wall System  
1201 Woodview Road  
Burr Ridge, Illinois 60527  
georgem@elfiwallsystem.com

With a copy to: Liston & Tsantilis, P.C.  
33 N. LaSalle St. 28<sup>th</sup> Floor  
Chicago, Il. 60602  
1430 Lee Street  
Des Plaines, Illinois 60018

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Attn: Monica Shamass  
Mshamass@ltlawchicago.com

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

[EXECUTION PAGES FOLLOW

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

VILLAGE:

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

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

ATTEST:

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

STATE OF ILLINOIS        )  
                                      ) ss.  
COUNTY OF COOK        )

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

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

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

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

My commission expires:

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

OWNER:

IBD Corp.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Principal

STATE OF ILLINOIS   )  
                                  ) ss.  
COUNTY OF COOK    )

On this \_\_\_\_ day of November, 2020, before me, personally appeared \_\_\_\_\_, personally known, who being by me duly sworn did say that he is the Owner of IBD Corp., that said instrument was signed on behalf of said company, and acknowledged said instrument to be the free act and deed of said company.

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

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

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

My commission expires:



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

PIN: Parcels 1 & 2 (28-29-300-028-0000) and Parcel 3 (28-29-300-035-0000)

**PARCEL 1:**

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FEET WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 240 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 433 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE AND MAKING AN ANGLE 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTH TO WEST) A DISTANCE OF 392.58 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 240 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4), THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 58 FEET, THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 58 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 3:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 298 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 60 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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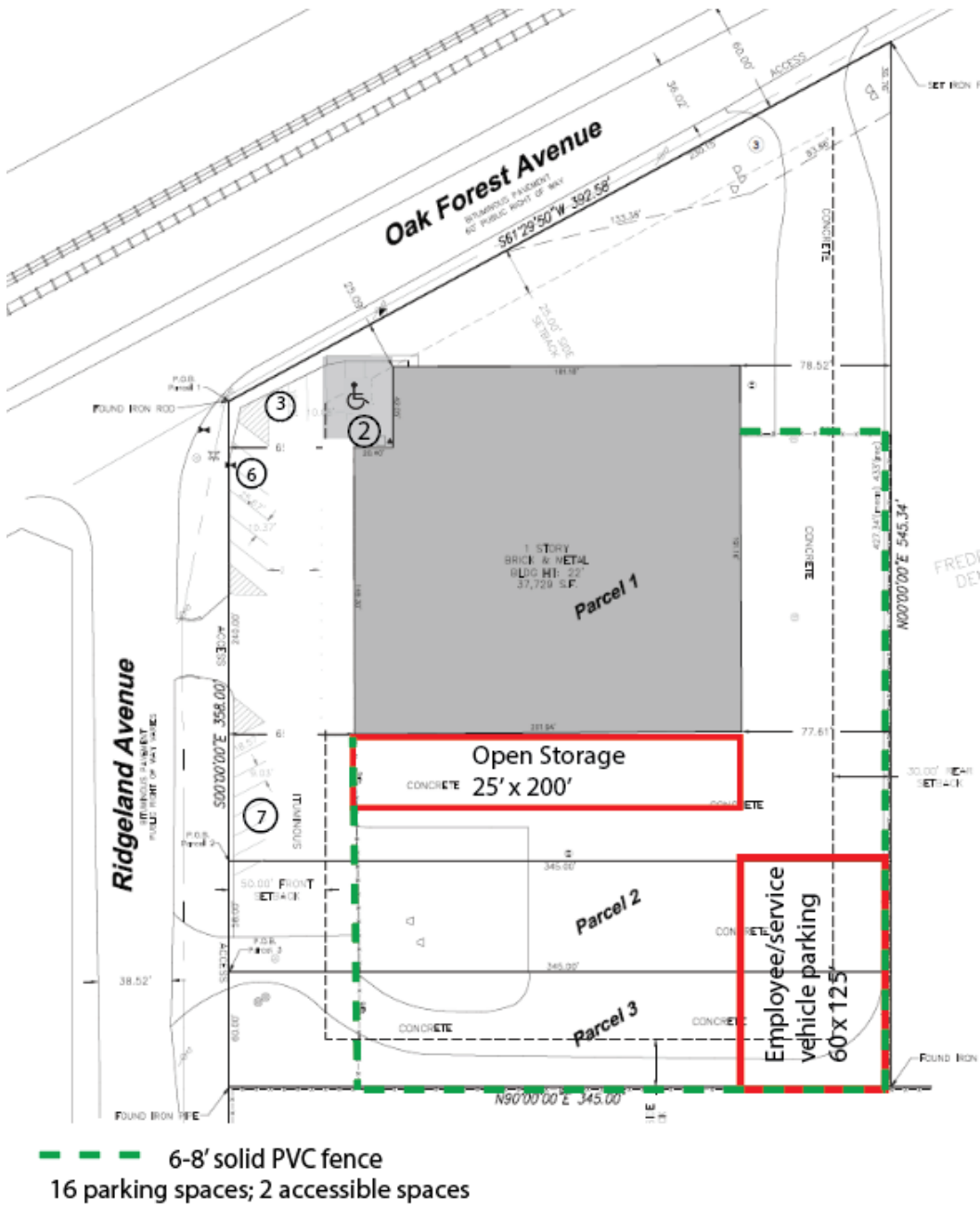
**EXHIBIT B****Improvements and Schedule**

#	Improvement	Deadline
1	Removal of south access drive between subject property and Panduit	Prior to Occupancy Permit
2	Install parking blocks for all parking spaces on west side of building	Prior to Occupancy Permit
3	Stipe/define parking spaces on west side of building per approved site plan	Prior to Occupancy Permit
4	Replace non-compliant fence on west side of property with a 6'-8' solid PVC fence	December 1, 2021
5	Replace east and south non-compliant fence with a 6'-8' solid PVC fence	Prior to building permit issuance for development on adjacent property to the east or south or by December 1, 2025, whichever comes first
6	Installation of approved landscape plan	June 15, 2021
7	Painting of exterior of the building	September 1, 2021

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**EXHIBIT C**  
**Site Plan**

11.19.20



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

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**RESOLUTION**  
**NO. 2020-R-121**

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**A RESOLUTION AUTHORIZING A GEOGRAPHIC INFORMATION SYSTEM (GIS)  
CONSORTIUM SERVICE PROVIDER CONTRACT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND  
MUNICIPAL GIS PARTNERS, INCORPORATED**

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

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

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**RESOLUTION NO. 2020-R-121**

**A RESOLUTION AUTHORIZING A GEOGRAPHIC INFORMATION SYSTEM (GIS)  
CONSORTIUM SERVICE PROVIDER CONTRACT  
BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND  
MUNICIPAL GIS PARTNERS, INCORPORATED**

**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 Consortium Service Provider Contract with Municipal GIS Partners, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Consortium Service Provider 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 " Consortium Service Provider Contract" be entered into and executed by said Village of Tinley Park, with said Consortium Service Provider Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

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

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

**ADOPTED** this 1<sup>st</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 1<sup>st</sup> day of December, 2020, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

# **EXHIBIT 1**



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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-121, “**A RESOLUTION AUTHORIZING A GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSORTIUM SERVICE PROVIDER CONTRACT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND MUNICIPAL GIS PARTNERS, INCORPORATED,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

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KRISTIN A. THIRION, VILLAGE CLERK

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2021 (the “**Effective Date**”), by and between the Village of Tinley Park, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as **Exhibit A**.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the [CITY/MUNICIPALITY MANAGER] or his designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for 1 year(s) (the “*Initial Term*”).

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a “*Renewal Term*”).

## SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

## SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or

subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant’s business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

(a) Office space for the Consultant’s Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant’s Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data, record, which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GIS Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice

to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



## SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from

which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties.

Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Tinley Park  
Pat Carr  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477  
Attention: Pat Carr  
E-mail: pcarr@tinleypark.org

If to Consultant: Municipal GIS Partners, Incorporated  
Thomas A. Thomey  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the

party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "***Force Majeure***"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF TINLEY PARK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas Thomey  
Its: President and General Manager

## **Attachment 1**

### **Statement of Work to GIS Consortium Service Provider Contract**

1) **General Purpose.** The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) **Service Types.** The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) **Services.** The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as determined by the Consultant). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and software applications.

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the “**Board**”) of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the “**Proposal**”) to the Board for approval every year on or about July 31st. Upon the Board’s approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI<sup>1</sup> measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 989 hours of Site Analyst
2. 261 hours of Shared Analyst
3. 99 hours of Client Account Manager
4. 81 hours of Manager

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<sup>1</sup>For purposes of this Contract, “CPI” shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.



## B. Service Rates

1. \$91.15 per hour for Site Analyst
2. \$91.15 per hour for Shared Analyst
3. \$106.90 per hour for Client Account Manager
4. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$135,374.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred thirty five thousand three hundred seventy four and 00/100 dollars.

**Attachment 2****To GIS Consortium Service Provider Contract****Insurance****Consultant's Insurance**

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. **Minimum Limits of Insurance:** Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G.     Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

**Exhibit A****SAMPLE Form of Supplemental Statement of Work**

Pursuant to and in accordance with Sections 1.2 and 12.10 of that certain GIS Consortium Service Provider Contract dated **[INSERT DATE]** (the “**Contract**”) between the \_\_\_\_\_ of \_\_\_\_\_ (the “**Municipality**”) and Municipal GIS Partners, Incorporated (the “**Consultant**”) hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK (“**SSOW**”):

**1. Description of Additional Services:**

*[None] or [Describe new services being provided or no longer being provided. Note if Supplemental Statement of Work is intended to replace a previously approved and effective Statement of Work]*

**2. Project Schedule/Term:**

*[Insert date by which supplemental work must be commenced and completed with any appropriate milestones]*

**3. Projected Utilization: [Insert rate effective dates]**

- A. \_\_\_\_\_ hours of Site Analyst
- B. \_\_\_\_\_ hours of Shared Analyst
- C. \_\_\_\_\_ hours of Client Account Manager
- D. \_\_\_\_\_ hours of Manager

**4. Service Rates: [Insert rate effective dates]**

- E. \$\_\_\_\_\_ per hour for Site Analyst
- F. \$\_\_\_\_\_ per hour for Shared Analyst
- G. \$\_\_\_\_\_ per hour for Client Account Manager
- H. \$\_\_\_\_\_ per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers) : \$**[INSERT]**

Total Not-to-Exceed Amount for Services (Figures) : **[INSERT]**

In the event of any conflict or inconsistency between the terms of this SSOW and this Contract or any previously approved SSOW, the terms of this SSOW will govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of this Contract and this SSOW shall be governed

and controlled by this Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in this Contract.

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

Municipality of \_\_\_\_\_

\_\_\_\_\_  
Municipality Clerk

By: \_\_\_\_\_  
[*MUNICIPALITY/CITY*] Manager

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## Interoffice Memo

**Date:** November 25, 2020

**To:** Committee of the Whole

**From:** David Niemeyer, Village Manager *dm*

**cc:** Pat Carr, Assistant Village Manager  
Paul O'Grady, Village Attorney  
Patrick Connelly, Village Attorney

**Subject:** Intergovernmental Agreement (IGA) 80<sup>th</sup> Avenue/Related Property Purchases and Sales

The village has been working with Will County on improvements to 80<sup>th</sup> Avenue from 191<sup>st</sup> St. to 183<sup>rd</sup> St. for a number of years. The improvements provide for roadway widening, additional turn lanes, upgraded street lighting, modernization of traffic signals, new traffic signals, pedestrian facilities and landscaping, sidewalk and multi- use path, fiber optic, aesthetics, and the reconstruction of the structure over the Union Drainage ditch and I-80, and a new water main. Some of the costs of these improvements will be shared by the county and the village. The current estimated costs for the shared improvements are \$7.284 million, with the village responsible for all of the costs over \$5.6 million. After the improvements are completed, the county will transfer jurisdiction of 80<sup>th</sup> Avenue from Will County to the village.

Van Calombaris, with Robinson Engineering, will be present to give an overview of the project and the various items the Board will be approving on the Board agenda tonight and at the next meeting.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION**

### **2020-R-123**

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**A RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND  
WILL COUNTY (80<sup>TH</sup> AVENUE PROJECT)**

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

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

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



**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION 2020-R-123****A RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND  
WILL COUNTY (80<sup>TH</sup> AVENUE PROJECT)**

**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**, Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) provides that units of local government may contract with one another to perform any activity authorized by law; and

**WHEREAS**, the Village of Tinley Park ("Village") and the County of Will ("Will County") desire to enter into an Intergovernmental Agreement ("Agreement"), attached hereto as **Exhibit A**, pertaining to the 80<sup>th</sup> Avenue widening and improvement project; and

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

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

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

**SECTION 2:** The President and Board of Trustees of the Village of Tinley Park hereby approve the Agreement, attached hereto as **Exhibit A**, with said Will County, and made a part hereof, and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

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

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

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

PASSED THIS 1<sup>st</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1<sup>st</sup> day of December, 2020.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

**CERTIFICATE**

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution 2020-R-123, "A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY (80TH AVENUE PROJECT)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT A**  
**Intergovernmental Agreement**

**INTERGOVERNMENTAL AGREEMENT FOR THE PROPOSED  
IMPROVEMENT OF 80<sup>TH</sup> AVENUE FROM SOUTH OF 191<sup>ST</sup> STREET TO  
NORTH OF 183<sup>RD</sup> STREET IN THE COUNTIES OF WILL AND COOK**

**WHEREAS**, the Village of Tinley Park is a Municipal Corporation situated in Will and Cook Counties, (hereinafter referred to as "VILLAGE") under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the exercise of this agreement; and

**WHEREAS**, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the COUNTY, in order to facilitate the free flow of traffic and provide safety to the motoring public, is desirous of improving 80<sup>th</sup> Avenue (County Highway 83) from south of 191<sup>st</sup> Street to north of 183<sup>rd</sup> Street. The improvement provides for roadway widening, the reconstruction of the structure over the Union Drainage Ditch and the structure over Interstate 80, additional turn lanes, upgraded street lighting, modernization of traffic signals at 80<sup>th</sup> Avenue and 191<sup>st</sup> Street, and 80<sup>th</sup> Avenue and 183<sup>rd</sup> Street, new traffic signals at 80<sup>th</sup> Avenue and 185<sup>th</sup> Street, pedestrian facilities and landscaping. The improvement will be constructed as County Section: 06-00122-16-FP and IDOT Contract Number 61G73.

**WHEREAS**, 80<sup>th</sup> Avenue (County Highway 83) from 191<sup>st</sup> Street (County Highway 84) north to 183<sup>rd</sup> Street is currently under the jurisdiction of the COUNTY;

**WHEREAS**, the COUNTY and the VILLAGE have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the cost of the Concrete Sidewalk, Hot-Mix Asphalt Shared-Use Path, Water Main, Street Lighting, Traffic Signal Modernization, Traffic Signal Installation, Emergency Vehicle Preemption System, Fiber Optic Cable, Aesthetic Bridge Treatments, and Landscaping.

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and VILLAGE agree as follows:

1. The above Recitals are substantive and are incorporated herein by reference as if fully set forth in this paragraph 1.
2. The COUNTY shall construct at the VILLAGE'S request and shared expense; Concrete Sidewalk, Hot-Mix Asphalt Shared-Use Path, Water Main, Street Lighting, Traffic Signal Modernization, Traffic Signal Installation, Emergency Vehicle Preemption System, Fiber Optic Cable, Aesthetic Bridge Treatments, and Landscaping as detailed in Exhibit A in accordance with COUNTY and VILLAGE Specifications.
3. Upon completion of the project, the COUNTY will transfer jurisdiction of 80<sup>th</sup> Avenue (from 191<sup>st</sup> Street to 183<sup>rd</sup> Street) to the VILLAGE by separate agreement. Per the IDOT Letter of Understanding dated October 9, 2019 (Exhibit B), the VILLAGE shall assume all maintenance responsibility assigned to the COUNTY as defined in paragraph 2.
4. Upon transfer of jurisdiction, the VILLAGE shall be solely responsible for 80<sup>th</sup> Avenue (from 191<sup>st</sup> Street to 183<sup>rd</sup> Street), including but not limited to all maintenance. 191<sup>st</sup> Street (County Highway 84) shall remain under the jurisdiction of the COUNTY.
5. Upon transfer of jurisdiction, the VILLAGE shall be solely responsible for the maintenance and energy charges of the traffic signal and EVP system at 80<sup>th</sup> Avenue and 185<sup>th</sup> Street, the EVP system at 80<sup>th</sup> Avenue and 191<sup>st</sup> Street, and street lighting along 80<sup>th</sup> Avenue and along 191<sup>st</sup> Street (County Highway 84) to be installed on the project.
6. All parties agree that the COUNTY shall retain and be responsible for routine maintenance of the traffic signals and all appurtenances at the intersection of 80<sup>th</sup> Avenue and 191<sup>st</sup> Street.
7. All parties agree that the COUNTY shall repair future damage that may occur to the traffic signal and all appurtenances caused by motor vehicles, weather, or any other "Act of God" at the intersection of 80<sup>th</sup> Avenue and 191<sup>st</sup> Street.
8. All parties agree that the COUNTY and the VILLAGE shall share in the energy, maintenance, and damage / repair costs of the traffic signal at the intersection of 80<sup>th</sup> Avenue and 191<sup>st</sup> Street (1/2 COUNTY, 1/2 VILLAGE).
9. The COUNTY shall, at its own expense, make or cause to be made all surveys, construction plans, specifications, and estimates, furnish resident engineering and the construction engineer and provide or cause to be provided the material

inspection of the project which is to be built in accordance with the approved plans and specifications.

10. Upon award of the contract for the improvement, the COUNTY will invoice the VILLAGE for 90% of the amount of the estimated VILLAGE'S share of the construction costs for the improvement as outlined in Exhibit "A". Upon completion of the improvement and final acceptance by the VILLAGE and the Will County Division of Transportation, the VILLAGE and the COUNTY will agree on each agency's final share of the costs for the improvement based on the final actual costs.
11. This document shall be the final embodiment of the Agreement by and between the COUNTY and VILLAGE. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper approvals of the COUNTY and the VILLAGE.
12. All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof.
13. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
14. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois and shall be governed by the laws of the State of Illinois irrespective of choice of law considerations.
15. Any notices under this Agreement shall be sent as follows:

If to the COUNTY:

Will County Engineer  
Will County Division of Transportation  
16841 West Laraway Road  
Joliet, Illinois 60433

Will County State's Attorney  
121 North Chicago Street  
Joliet, Illinois 60432

If to the VILLAGE:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

Dated at Joliet, Illinois this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

By \_\_\_\_\_  
Will County Clerk

By \_\_\_\_\_  
Will County Executive

(Seal)

Dated at Tinley Park, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

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

\_\_\_\_\_  
Mayor of the Village of Tinley Park

(Seal)



## EXHIBIT "A"

	VILLAGE OF TINLEY PARK COSTS	
LANDSCAPE	\$	35,915.00
ROADWAY <sup>1</sup>	\$	301,658.80
SIDEWALK & MULTI-USE PATH	\$	390,641.00
WATER MAIN	\$	3,506,830.00
ROADWAY LIGHTING	\$	2,083,440.00
TRAFFIC SIGNAL <sup>1</sup>	\$	22,665.53
AESTHETIC	\$	193,875.00
FIBER OPTIC	\$	87,178.50
SUB-TOTAL	\$	6,622,203.83
CONSTRUCTION ENGINEERING TOTAL <sup>2</sup>	\$	662,220.38
WCDOT CREDIT	\$	(5,600,000.00)
VILLAGE TOTAL	\$	1,684,424.21

<sup>1</sup> 25% OF TOTAL COST FROM 191ST STREET INTERSECTION (SOUTH LEG)

<sup>2</sup> 10% OF CONSTRUCTION TOTAL

## EXHIBIT "B"

**Illinois Department of Transportation**

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

October 9, 2019

Mr. Jeff L. Ronaldson, P.E.  
Director of Transportation/County Engineer  
Will County  
Division of Transportation  
16841 West Laraway Road  
Joliet, IL 60433

Dear Mr. Ronaldson:

The Illinois Department of Transportation (Department) has received your letter dated September 18, 2019 requesting State financial participation in the locally initiated improvement project of County Highway 83 (80<sup>th</sup> Avenue) from 191<sup>st</sup> Street to 183<sup>rd</sup> Street in Will County (County). The Department has reviewed your request for State financial participation and offers the following information.

Subsequent to previous discussions and meetings, the Department has agreed to participate financially in the replacement of the existing structure carrying 80<sup>th</sup> Avenue over Interstate 80 (I-80). The existing structure is under the jurisdiction of the Department. The State financial participation in the full replacement cost is contingent upon a proposed structure design that can accommodate potential future additional lanes along I-80. The Department's financial participation is also contingent upon County assuming jurisdiction of the bridge deck, wearing surface, parapet walls, railings, bicycle/pedestrian accommodations, lighting, etc. above the bridge superstructure. The Department will retain jurisdiction of the superstructure and substructure of the proposed replacement bridge.

Based on the costs estimate provided with your September 18, 2019 letter, the estimated cost for the proposed bridge replacement is \$3,532,000. The Department will participate financially in the locally initiated project in the amount of \$3,532,000 for Construction along with \$459,160 (13%) for Construction Engineering. The State financial participation will utilize federal funding allocated to the Department for the proposed bridge replacement.

The Department's maximum financial participation is \$3,991,160. Any increase in the Department's financial participation above this amount will require formal written approval from the Department prior to expenditure of any additional funds. The Department will make every effort to program the State financial participation to coincide with the County's anticipated project schedule. The County agrees to continue to act as the lead agency and process this improvement through the Department's Bureau of Local Roads and Streets.

2019 OCT 11 PM 12:50  
RECEIVED  
OFFICE OF HIGHWAYS PROJECT IMPLEMENTATION

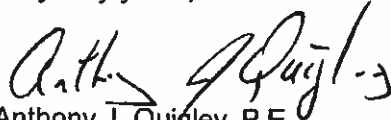
Mr. Jeff L. Ronaldson, P.E.  
October 9, 2019  
Page 2

This Letter of Intent will serve as the basis for the preparation of the formal intergovernmental agreement for the Department's financial participation in this locally initiated improvement.

If you are in general concurrence with this Letter of Intent, please sign the appropriate line below and return the signed original document to the Department at your earliest convenience.

If you have any questions or need additional information, please contact me or Tavis Farmer, Area Programmer, at (847) 705-4075.

Very truly yours,

  
Anthony J. Quigley, P.E.  
Region One Engineer

Concur



Do Not Concur

Title

County Engineer

Date

10/15/19



**Illinois Department  
of Transportation**

**Jurisdictional Transfer Agreement**  
(Local Public Agency to Local Public Agency)



**CONVEYOR**

Local Public Agency No. 1

Will County Div. of Transportation

County

Will

**RECIPIENT**

Local Public Agency No. 2

Village of Tinley Park

County

Cook

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Road Name

80th Avenue

Route(s)

CH 83

Length

1

Key Route(s) Information

Termini

from the north edge of pavement of 191st Street north to the south edge of pavement of 183rd Street, in its entirety.

This transfer ☐ does not ☒ does include NBIS Structure No(s) 099-3269, 099-0430, 099-3405

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as Addendum No. 2 and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy a location map as Addendum No. 1 and an original of the resolution as Addendum No. 2, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township/Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code. The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto. IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

☐ Upon IDOT approval



calendar days after



other upon final acceptance

**Attachments**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

☒ Location Map (Addendum No. 1)

☒ Village Ordinance (Addendum No. 3)

☒ Ordinance/Resolution (Addendum No. 2)

☐

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and insure to the benefit of the parties hereto, their successor and assigns.

**Signatures**

<b>APPROVED BY CONVEYOR</b>		<b>APPROVED BY RECIPIENT</b>		<b>APPROVED</b>	
Name of Local Public Agency Official		Name of Local Public Agency Official		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	
				Director	
Title		Title			
Will County Executive		Mayor			
Local Public Agency Official	Date	Local Public Agency Official	Date	Office of Program Development	Date

**BLR 05212**

This form shall be used when a Local Public Agency (LPA) and another Local Public Agency desire a jurisdictional transfer of a roadway. For more information see Chapter 5 of the Bureau of Local Roads and Street Manual (BLRS Manual). For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Conveyor

Local Public Agency No. 1 Insert the name of LPA who is the conveyor for the jurisdictional transfer

County Insert the name of the county in which the LPA is located.

Recipient

Local Public Agency No. 2 Insert the name of LPA who is the recipient for the jurisdictional transfer

County Insert the name of the county in which the LPA is located.

Location Description

Local Name Insert the local(common) name of the roadway involved in the transfer.

Route Insert the route number of the roadway involved in the transfer.

Length Insert the length of the transfer in miles to the nearest hundredth.

Key Route Information Insert the key route(s) information of the roadway involved in the transfer. This information will need to be obtained from the Department of Transportation. It will be a 14 digit code.

Termini Insert the beginning and ending termini of the transfer. When describing the limits of the jurisdictional transfer the wording of the termini description should be consistent between the agreement itself and any ordinances, or resolutions that may be included with the agreement. If not enough room insert page.

Structure Transfer Check the appropriate box as to the status of the transfer of any structures located within termini of the roadway transfer. List structures on the line provided. If no structure exists then insert N/A on the line. **Any structure not specifically excluded is considered part of the jurisdictional transfer. The number must be the NBIS number.** If there is not enough room to list all NBIS structures, then attach list of structures on a separate piece of paper as an addendum.

Effective Jurisdictional Transfer Date Check the appropriate box as to when the jurisdictional transfer will become effective. For a number of calendar days transfer insert the number of calendar days and the date after. For other check the box and insert when effective, example upon final acceptance.

Attachments List any additional information and/or stipulations that are part of this agreement.

Signatures

Local Public Agency (Conveyor) The LPA shall insert their name, title then sign and date.

Local Public Agency (Recipient) The LPA shall insert their name, title then sign and date.

State of Illinois Upon approval the Department of Transportation shall sign and date here.

Attachments: Attach as required a location map of the jurisdictional transfer as Addendum No. 1, and if required a resolution or ordinance as Addendum No. 2, along with any other required attachments. All attachments must be legible and in black and white.

**A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.**

**Following the IDOT's Approval, distribution will be as follows:**

**Local Public Agency Clerk (one for each LPA)**

**District File (Electronically after execution)**

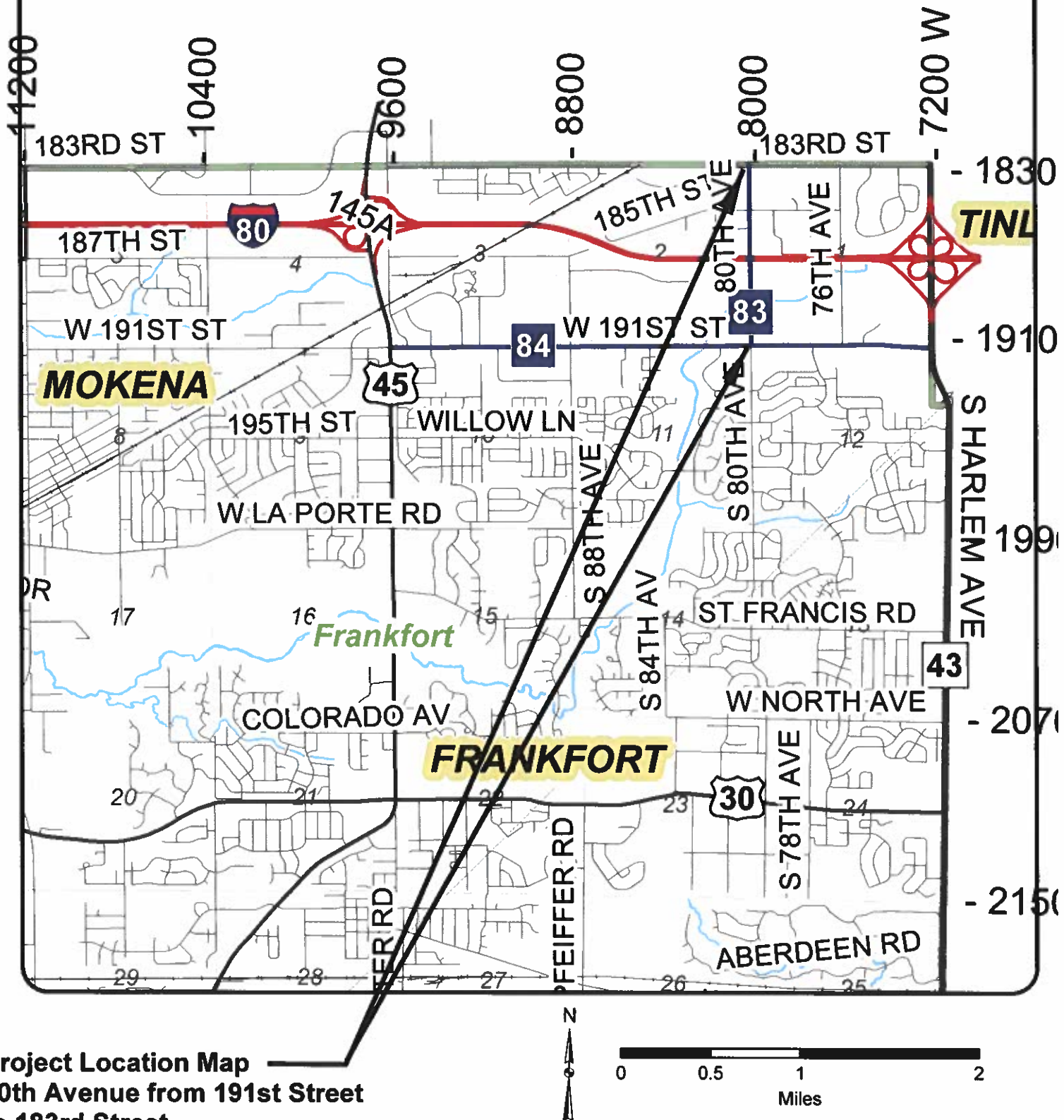
**Bureau of Local Roads and Streets Central Office**

**Bureau of Operations District Office (Electronically after execution)**

**District Roadway Inventory (Electronically after execution)**



## Addendum No. 1

**WILL COUNTY DIVISION OF TRANSPORTATION**

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE**

**NO. \_\_\_\_\_**

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**AN ORDINANCE APPROVING ACQUISITION OF RIGHT-OF-WAY FOR  
HIGHWAY PURPOSES FOR THE IMPROVEMENT OF 80TH AVENUE AND  
APPROPRIATING FUNDS (PINS 19-09-11-200-014-0000 & 19-09-12-100-012-0000)**

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

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

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



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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING ACQUISITION OF RIGHT-OF-WAY FOR  
HIGHWAY PURPOSES FOR THE IMPROVEMENT OF 80TH AVENUE AND  
APPROPRIATING FUNDS (PINS 19-09-11-200-014-0000 & 19-09-12-100-012-0000)**

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 has determined that there is a need to improve 80<sup>th</sup> Avenue in order to facilitate the free flow of traffic and provide safety to the motoring public; and

WHEREAS, the necessary plats, legal descriptions and title commitments have been prepared; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to acquire title to and possession of certain real properties as determined and that said real property is necessary and convenient for said highway construction purposes; and

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

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

SECTION 2: The President and the Board of Trustees hereby approve the acquisition of fee simple title to and possession of certain real properties, including all easements, legally described in **Exhibit A**, for highway construction purposes.

SECTION 3: That the Village President and/or the Village Manager are hereby authorized to undertake any necessary actions and execute any documents, subject to review and revisions as to form by the Village Attorney, to effectuate the acquisition of said real property.

SECTION 4: That there is hereby appropriated the sum of sixty-five thousand dollars (\$65,000.00) to continue the acquisition of said properties to cover costs associated with the acquisition of said right-of-way.

SECTION 5: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

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

SECTION 7: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 1<sup>st</sup> day of December, 2020.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1<sup>st</sup> day of December, 2020.

---

VILLAGE PRESIDENT

ATTEST:

---

VILLAGE CLERK

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

**CERTIFICATE**

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, "AN ORDINANCE APPROVING ACQUISITION OF RIGHT-OF-WAY FOR HIGHWAY PURPOSES FOR THE IMPROVEMENT OF 80TH AVENUE AND APPROPRIATING FUNDS (PINS 19-09-11-200-014-0000 & 19-09-12-100-012-0000)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1<sup>st</sup> day of December, 2020.

\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK

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

Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No.: R-55-001-97  
Parcel: 0001  
Station: 73+74.03 to 74+99.59  
Index No.: 19-09-11-200-014-0000

**Legal Description**

That part of the Northeast Quarter of Section 11, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 11; thence South 88 degrees 23 minutes 36 seconds West along the north line of said Northeast Quarter of Section 11 a distance of 265.00 feet; thence South 01 degrees 33 minutes 43 seconds East 61.25 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R97-014826 and the Point of Beginning; thence North 88 degrees 26 minutes 17 seconds East along said south line of 191<sup>st</sup> Street 186.16 feet, to a bend; thence South 46 degrees 40 minutes 51 seconds East 41.14 feet, to the west line of 80<sup>th</sup> Avenue as dedicated per said Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 95.87 feet; thence North 30 degrees 24 minutes 54 seconds West 90.03 feet; thence North 59 degrees 04 minutes 56 seconds West 69.00 feet; thence South 88 degrees 26 minutes 17 seconds West 114.00 feet; thence North 01 degrees 33 minutes 43 seconds West 9.00 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.135 acres more or less.

Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No.: R-55-001-97  
Parcel: 0002  
Station: 67+59.64 to 74+99.66  
Index No.: 19-09-12-100-012-0000

**Legal Description**

That part of the Northwest Quarter of Section 12, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northwest corner of said Northwest Quarter of Section 12; thence North 88 degrees 29 minutes 38 seconds East along the north line of said Northwest Quarter of Section 12 a distance of 146.00 feet; thence South 01 degrees 30 minutes 22 seconds East 60.00 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R99-064327 and the Point of Beginning; thence South 88 degrees 29 minutes 38 seconds West along said south line of 191<sup>st</sup> Street 65.73 feet, to a bend; thence South 43 degrees 21 minutes 57 seconds West 42.33 feet, to the southwest corner of dedication per said Document No. R99-064327 and the east line of 80<sup>th</sup> Avenue as dedicated per Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 710.41 feet; thence North 00 degrees 44 minutes 14 seconds East 206.39 feet, to a line 9.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 126.17 feet; thence North 01 degrees 44 minutes 32 seconds East 200.36 feet, to a line 21.25 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 95.22 feet; thence North 31 degrees 46 minutes 00 seconds East 134.85 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.304 acres more or less.

**Owner** Marquette Bank as Trustee  
 under Trust Agreement dated  
 January 4, 2000 known as Trust  
 No. 15084 and Marquette Bank  
 as Trustee under Trust  
 Agreement dated December 30,  
 2002 known as Trust No. 15921  
**Address** Southwest corner of 80th  
 Avenue and 191st Street,  
 Tinley Park, Illinois  
**Route** 80th Avenue  
**County** Will  
**Job No.** R-55-001-97  
**Parcel No.** 0001TE-A & B  
**P.I.N. No.** 19-09-11-200-014-0000  
**Section** 08-00121-00-CH  
**Station** 71+52.96 to 74+10.63 (A)  
**Station** 68+54.99 to 69+95.00 (B)

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Trust)**

Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated January 4, 2000 and known as Trust Number 15084 as to a 1/2 interest and Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated December 30, 2002 and known as Trust No. 15921 as to an undivided 1/2 interest (collectively "Grantor"), for and in consideration of Ten and 00/100's Dollars (\$10.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the Village of Tinley Park, a municipal corporation, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal descriptions.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises." The right, easement and privilege granted herein shall terminate five years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 16<sup>th</sup> day of Nov, 2020.

Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest

Corporation Name

ATTEST: Brenda Rieckert  
Brenda Rieckert Assistant Secretary

By: Joyce A. Madsen  
Signature as Trustee  
Joyce A. Madsen TRUST OFFICER  
Print Name

Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest

Corporation Name

ATTEST: Brenda Rieckert  
Brenda Rieckert Assistant Secretary

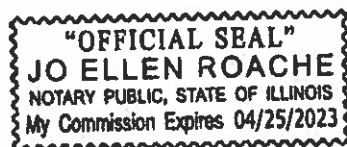
By: Joyce A. Madsen  
Signature as Trustee  
Joyce A. Madsen TRUST OFFICER  
Print Name

State of Illinois )  
County of Cook ) ss

This instrument was acknowledged before me on 11/16/20, 2020, by  
Joyce A. Madsen TRUST OFFICER, and Brenda Rieckert Assistant Secretary

of Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest and Joyce A. Madsen TRUST OFFICER, and Brenda Rieckert Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest.

(SEAL)



Jo Ellen Roache  
Notary Public

My Commission Expires: 4-25-2023

**This instrument was prepared by:**

**Mark D. Mathewson  
Mathewson Right of Way Company  
30 N. LaSalle Street, Suite 2400  
Chicago, IL 60602**

**Grantee's Address:**

**Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477**



Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No.: R-55-001-97  
Parcel: 0001TE-A  
Station: 71+52.96 to 74+10.63  
Index No.: 19-09-11-200-014-0000

#### Legal Description

That part of the Northeast Quarter of Section 11, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 11; thence South 88 degrees 23 minutes 36 seconds West along the north line of said Northeast Quarter of Section 11 a distance of 265.00 feet; thence South 01 degrees 33 minutes 43 seconds East 61.25 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R97-014826; thence North 88 degrees 26 minutes 17 seconds East along said south line of 191<sup>st</sup> Street 186.16 feet, to a bend; thence South 46 degrees 40 minutes 51 seconds East 41.14 feet, to the west line of 80<sup>th</sup> Avenue as dedicated per said Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 474.91 feet; thence South 88 degrees 14 minutes 16 seconds West 20.00 feet, to a line parallel with said west line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 158.00 feet, to the Point of Beginning; thence continuing North 01 degrees 45 minutes 44 seconds West along said parallel line 147.00 feet; thence North 88 degrees 14 minutes 16 seconds East 8.00 feet, to a line 12.00 feet west of and parallel with said west line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 96.00 feet; thence North 30 degrees 24 minutes 54 seconds West 16.68 feet, to a line 20.00 feet west of and parallel with said west line of 80<sup>th</sup> Avenue; thence South 01 degrees 45 minutes 44 seconds East along said parallel line 102.64 feet; thence South 88 degrees 14 minutes 16 seconds West 50.00 feet, to a line 70.00 feet west of and parallel with said west line of 80<sup>th</sup> Avenue; thence South 01 degrees 45 minutes 44 seconds East along said parallel line 155.00 feet; thence North 88 degrees 14 minutes 16 seconds East 50.00 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.197 acres more or less.

**APPROVED**

By William Wright at 8:11 am, Jun 18, 2020

Page 1 of 1  
Revision dated Monday, June 15, 2020  
File Name: 19-00066\_Parcel 0001TE-A.doc

Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No.: R-55-001-97  
Parcel: 0001TE-B  
Station: 68+54.99 to 69+95.00  
Index No.: 19-09-11-200-014-0000

#### Legal Description

That part of the Northeast Quarter of Section 11, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 11; thence South 88 degrees 23 minutes 36 seconds West along the north line of said Northeast Quarter of Section 11 a distance of 265.00 feet; thence South 01 degrees 33 minutes 43 seconds East 61.25 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R97-014826; thence North 88 degrees 26 minutes 17 seconds East along said south line of 191<sup>st</sup> Street 186.16 feet, to a bend; thence South 46 degrees 40 minutes 51 seconds East 41.14 feet, to the west line of 80<sup>th</sup> Avenue as dedicated per said Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 474.91 feet, to the Point of Beginning; thence South 88 degrees 14 minutes 16 seconds West 8.00 feet, to a line parallel with said west line of 80<sup>th</sup> Avenue; thence South 01 degrees 45 minutes 44 seconds East along said parallel line 140.00 feet; thence North 88 degrees 14 minutes 16 seconds East 8.00 feet, to said west line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said west line 140.00 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.026 acres more or less.

**APPROVED**

By: William Wright at 8:11 am, Jun 18, 2020

Page 1 of 1  
Revision dated Monday, June 15, 2020  
File Name: 19-R0366\_Parcel 0001TE-B.doc

**Owner** Marquette Bank as Trustee  
under Trust Agreement dated  
January 4, 2000 known as Trust  
No. 15084 and Marquette Bank  
as Trustee under Trust  
Agreement dated December 30,  
2002 known as Trust No. 15921  
**Address** Southwest corner of 80th  
Avenue and 191st Street,  
Tinley Park, Illinois  
**Route** 80th Avenue  
**County** Will  
**Job No.** R-55-001-97  
**Parcel No.** 0001PE  
**P.I.N. No.** 19-09-11-200-014-0000  
**Section** 08-00121-00-CH  
**Station** 69+94.99 to  
**Station** 73+95.99

**PERMANENT EASEMENT**  
**(Trust)**

Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated January 4, 2000 and known as Trust Number 15084 as to a 1/2 interest and Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated December 30, 2002 and known as Trust No. 15921 as to an undivided 1/2 interest (collectively "Grantor"), for and in consideration of Twelve Thousand Five Hundred and 00/100's Dollars (\$12,500.00), receipt of which is hereby acknowledged, grants and conveys to the Village of Tinley Park, a municipal corporation, (Grantee), a permanent easement for the purpose of roadway and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 16<sup>th</sup> day of November, 2020.

Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest

Corporation Name

ATTEST: Brenda Rieckert  
Brenda Rieckert  
Assistant Secretary

By: Joyce A. Madsen  
Signature of Trustee  
Joyce A. Madsen TRUST OFFICER  
Print Name

Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest

Corporation Name

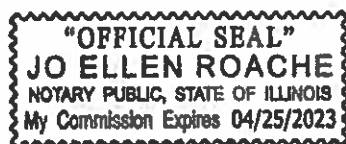
ATTEST: Brenda Rieckert  
Brenda Rieckert  
Assistant Secretary

By: Joyce A. Madsen  
Signature of Trustee  
Joyce A. Madsen TRUST OFFICER  
Print Name

State of Illinois )  
County of Cook ) ss

This instrument was acknowledged before me on 11/16, 2020, by  
Joyce A. Madsen TRUST OFFICER, and Brenda Rieckert Assistant Secretary  
of Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest and Joyce A. Madsen TRUST OFFICER, and  
Brenda Rieckert Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest.

(SEAL)



Jo Ellen Roache  
Notary Public

My Commission Expires: 4-25-2023

**This instrument was prepared by:**

**Mark D. Mathewson  
Mathewson Right of Way Company  
30 N. LaSalle Street, Suite 2400  
Chicago, IL 60602**

**Grantee's Address:**

**Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477**



Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No: R-55-001-97  
Parcel: 0001PE  
Station: 69+94.99 to 73+95.99  
Index No: 19-09-11-200-014-0000

#### Legal Description

That part of the Northeast Quarter of Section 11, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 11; thence South 88 degrees 23 minutes 36 seconds West along the north line of said Northeast Quarter of Section 11 a distance of 265.00 feet; thence South 01 degrees 33 minutes 43 seconds East 61.25 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R97-014826; thence North 88 degrees 26 minutes 17 seconds East along said south line of 191<sup>st</sup> Street 186.16 feet, to a bend; thence South 46 degrees 40 minutes 51 seconds East 41.14 feet, to the west line of 80<sup>th</sup> Avenue as dedicated per said Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 95.87 feet, to the Point of Beginning; thence continuing South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 379.04 feet; thence South 88 degrees 14 minutes 16 seconds West 20.00 feet, to a line parallel with said west line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 305.00 feet; thence North 88 degrees 14 minutes 16 seconds East 8.00 feet, to a line 12.00 feet west of and parallel with said west line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 96.00 feet; thence South 30 degrees 24 minutes 54 seconds East 25.03 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.163 acres more or less.

**APPROVED**

By William Wright at 8:11 am, Jun 18, 2020

Page 1 of 1  
Revision dated Monday, June 15, 2020  
File Name: 19-R0866, Parcel 0001PE.doc

**Owner** Marquette Bank as Trustee  
under Trust Agreement dated  
January 4, 2000 known as Trust  
No. 15084 and Marquette Bank  
as Trustee under Trust  
Agreement dated December 30,  
2002 known as Trust No. 15921  
**Address** Southwest corner of 80th  
Avenue and 191st Street,  
Tinley Park, Illinois  
**Route** 80th Avenue  
**County** Will  
**Job No.** R-55-001-97  
**Parcel No.** 0001  
**P.I.N. No.** 19-09-11-200-014-0000  
**Section** 08-00121-00-CH  
**Station** 73+74.03 to  
**Station** 74+99.59

**TRUSTEE'S DEED**  
**(Corporation) (Non-Freeway)**

Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated January 4, 2000 and known as Trust Number 15084 as to a 1/2 interest and Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated December 30, 2002 and known as Trust No. 15921 as to an undivided 1/2 interest (collectively "Grantor"), for and in consideration of Eleven Thousand Seven Hundred Eighty-Six and 00/100's Dollars (\$11,786.00), receipt of which is hereby acknowledged, grants and conveys to the Village of Tinley Park, a municipal corporation, (Grantee), all the existing legal and equitable rights of the Grantor in the premises described herein, and, without limitation, any after acquired title in the described premises:

See attached legal description.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 16<sup>th</sup> day of November, 2020.

Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest

Corporation Name

ATTEST: Brenda Rieckert  
Brenda Rieckert Assistant Secretary

By:

Joyce A. Madsen  
Signature as Trustee

Joyce A. Madsen TRUST OFFICER  
Print Name

Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest

Corporation Name

ATTEST: Brenda Rieckert  
Brenda Rieckert Assistant Secretary

By:

Joyce A. Madsen  
Signature as Trustee

Joyce A. Madsen TRUST OFFICER  
Print Name

State of Illinois )  
County of Cook ) ss

This instrument was acknowledged before me on 11/14/2020, 2020, by Joyce A. Madsen TRUST OFFICER, and Brenda Rieckert Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest and Joyce A. Madsen TRUST OFFICER, and Brenda Rieckert Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest.

(SEAL)



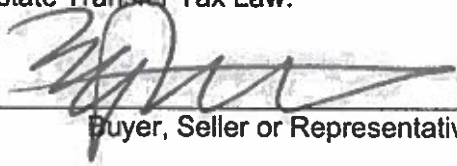
Jo Ellen Roache  
Notary Public

My Commission Expires: 4-25-2023



Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

11/23/2020  
Date

  
Buyer, Seller or Representative

This instrument was prepared by:

Mark D. Mathewson  
Mathewson Right of Way Company  
30 N. LaSalle Street, Suite 2400  
Chicago, IL 60602

Taxes and Grantee's Address:

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No: R-55-001-97  
Parcel: 0001  
Station: 73+74.03 to 74+99.59  
Index No: 19-09-11-200-014-0000

### Legal Description

That part of the Northeast Quarter of Section 11, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northeast corner of said Northeast Quarter of Section 11; thence South 88 degrees 23 minutes 36 seconds West along the north line of said Northeast Quarter of Section 11 a distance of 265.00 feet; thence South 01 degrees 33 minutes 43 seconds East 61.25 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R97-014826 and the Point of Beginning; thence North 88 degrees 26 minutes 17 seconds East along said south line of 191<sup>st</sup> Street 186.16 feet, to a bend; thence South 46 degrees 40 minutes 51 seconds East 41.14 feet, to the west line of 80<sup>th</sup> Avenue as dedicated per said Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 95.87 feet; thence North 30 degrees 24 minutes 54 seconds West 90.03 feet; thence North 59 degrees 04 minutes 56 seconds West 69.00 feet; thence South 88 degrees 26 minutes 17 seconds West 114.00 feet; thence North 01 degrees 33 minutes 43 seconds West 9.00 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.135 acres more or less.

**APPROVED**

By William Wright at 8:11 am, Jun 18, 2020

Page 1 of 1  
Revision: dated Monday, June 15, 2020  
File Name: 19-R0866\_Parcel 0001.doc

**Owner** Marquette Bank as Trustee  
 under Trust Agreement dated  
 January 4, 2000 known as Trust  
 No. 15084 and Marquette Bank  
 as Trustee under Trust  
 Agreement dated December 30,  
 2002 known as Trust No. 15921  
**Address** Southeast corner of 80th  
 Avenue and 191st Street,  
 Tinley Park, Illinois  
**Route** 80th Avenue  
**County** Will  
**Job No.** R-55-001-97  
**Parcel No.** 0002TE  
**P.I.N. No.** 19-09-12-100-012-0000  
**Section** 08-00121-00-CH  
**Station** 65+49.41 to  
**Station** 74+07.98

**TEMPORARY CONSTRUCTION EASEMENT**  
**(Trust)**

Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated January 4, 2000 and known as Trust Number 15084 as to a 1/2 interest and Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated December 30, 2002 and known as Trust No. 15921 as to an undivided 1/2 interest (collectively "Grantor"), for and in consideration of Ten and 00/100's Dollars (\$10.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to and grants and conveys to the Village of Tinley Park, a municipal corporation, (Grantee), a temporary construction easement for the purpose of construction and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises." The right, easement and privilege granted herein shall terminate five years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 22nd day of October, 2020.

Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest

Corporation Name

ATTEST: Robert T. Bresnahan  
Robert T. Bresnahan Assistant Secretary

By: Joyce A. Madsen  
Signature of Trustee

Joyce A. Madsen TRUST OFFICER  
Print Name

Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest

Corporation Name

ATTEST: Robert T. Bresnahan  
Robert T. Bresnahan Assistant Secretary

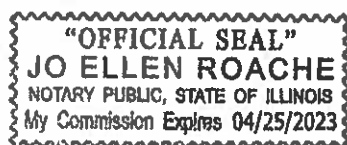
By: Joyce A. Madsen  
Signature of Trustee

Joyce A. Madsen TRUST OFFICER  
Print Name

State of Illinois )  
County of COOK ) ss

This instrument was acknowledged before me on 10/22/2020, 2020, by  
Joyce A. Madsen TRUST OFFICER, and Robert T. Bresnahan Assistant Secretary  
of Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest and Joyce A. Madsen TRUST OFFICER, and  
Robert T. Bresnahan Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest.

(SEAL)



Jo Ellen Roache  
Notary Public

My Commission Expires: 4-25-2023

**This instrument was prepared by:**

**Mark D. Mathewson  
Mathewson Right of Way Company  
30 N. LaSalle Street, Suite 2400  
Chicago, IL 60602**

**Grantee's Address:**

**Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477**



Route: 80<sup>th</sup> Avenue  
 Section: 08-00121-00-CH  
 County: Will  
 Job No.: R-55-001-97  
 Parcel: 0002TE  
 Station: 65+49.41 to 74+07.98  
 Index No.: 19-09-12-100-012-0000

### Legal Description

That part of the Northwest Quarter of Section 12, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northwest corner of said Northwest Quarter of Section 12; thence North 88 degrees 29 minutes 38 seconds East along the north line of said Northwest Quarter of Section 12 a distance of 146.00 feet; thence South 01 degrees 30 minutes 22 seconds East 60.00 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R99-064327; thence South 88 degrees 29 minutes 38 seconds West along said south line of 191<sup>st</sup> Street 65.73 feet, to a bend; thence South 43 degrees 21 minutes 57 seconds West 42.33 feet, to the southwest corner of said dedication per Document No. R99-064327; and the east line of 80<sup>th</sup> Avenue as dedicated per Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 710.41 feet; thence North 00 degrees 44 minutes 14 seconds East 206.39 feet, to a line 9.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 126.17 feet; thence North 01 degrees 44 minutes 32 seconds East 200.36 feet, to a line 21.25 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 95.22 feet; thence North 31 degrees 46 minutes 00 seconds East 18.10 feet, to a line 31.25 feet east of and parallel with said east line of 80<sup>th</sup> Avenue and the Point of Beginning; thence South 01 degrees 45 minutes 44 seconds East along said parallel line 110.62 feet; thence South 01 degrees 44 minutes 32 seconds West 200.36 feet, to a line 19.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence South 01 degrees 45 minutes 44 seconds East along said parallel line 126.09 feet; thence South 00 degrees 44 minutes 14 seconds West 206.17 feet; thence South 88 degrees 14 minutes 16 seconds West 10.01 feet, to a point on said east line of 80<sup>th</sup> Avenue, said point being 710.41 feet south of said southwest corner of dedication per Document No. R99-064327, as measured along said east line of 80<sup>th</sup> Avenue; thence South 01 degrees 45 minutes 44 seconds East along said east line 210.22 feet; thence North 88 degrees 14 minutes 16 seconds East 20.00 feet, to a line

**APPROVED**

By William Wright at 8:12 am, Jun 18, 2020

Page 1 of 2  
 Revisions dated Monday, June 15, 2020  
 File Name: 19-R2866\_Parcel 0002TE.doc

parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 300.00 feet; thence North 88 degrees 14 minutes 16 seconds East 5.00 feet, to a line 25.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West 260.00 feet; thence North 88 degrees 14 minutes 16 seconds East 10.00 feet, to a line 35.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West 298.55 feet; thence South 31 degrees 46 minutes 00 seconds West 6.79 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.204 acres.

**APPROVED**

By William Wright at 8:12 am, Jun 18, 2020

Page 2 of 2  
Revision dated Monday, June 15, 2020  
File Name: 19-R02666\_Parcel 00017E.doc

Owner Marquette Bank as Trustee  
under Trust Agreement dated  
January 4, 2000 known as Trust  
No. 15084 and Marquette Bank  
as Trustee under Trust  
Agreement dated December 30,  
2002 known as Trust No. 15921  
Address Southeast corner of 80th  
Avenue and 191st Street,  
Tinley Park, Illinois  
Route 80th Avenue  
County Will  
Job No. R-55-001-97  
Parcel No. 0002PE  
P.I.N. No. 19-09-12-100-012-0000  
Section 08-00121-00-CH  
Station 67+59.64 to  
Station 74+02.31

**PERMANENT EASEMENT**  
**(Trust)**

Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated January 4, 2000 and known as Trust Number 15084 as to a 1/2 interest and Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated December 30, 2002 and known as Trust No. 15921 as to an undivided 1/2 interest (collectively "Grantor"), for and in consideration of Eleven Thousand Five Hundred and 00/100's Dollars (\$11,500.00), receipt of which is hereby acknowledged, grants and conveys to the Village of Tinley Park, a municipal corporation, (Grantee), a permanent easement for the purpose of roadway and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.



This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 22nd day of October, 2020.

Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest  
Corporation Name

ATTEST: Brenda Rieckert  
Brenda Rieckert Assistant Secretary

By: Joyce A. Madsen  
Signature as Trustee  
Joyce A. Madsen, Trust Officer  
Print Name

Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest  
Corporation Name

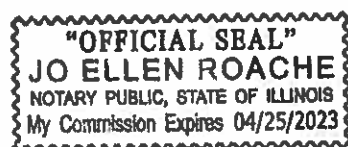
ATTEST: Brenda Rieckert  
Brenda Rieckert Assistant Secretary

By: Joyce A. Madsen  
Signature as Trustee  
Joyce A. Madsen, Trust Officer  
Print Name

State of Illinois )  
County of Cook ) ss  
)

This instrument was acknowledged before me on October 22, 2020, 2020, by  
Joyce A. Madsen, Trust Officer, and Brenda Rieckert, Assistant Secretary  
of Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest and Joyce A. Madsen, Trust Officer, and  
Brenda Rieckert Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest.

(SEAL)



Jo Ellen Roache  
Notary Public

My Commission Expires: 4-25-2023

**This instrument was prepared by:**

**Mark D. Mathewson  
Mathewson Right of Way Company  
30 N. LaSalle Street, Suite 2400  
Chicago, IL 60602**

**Grantee's Address:**

**Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477**

Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No.: R-55-001-97  
Parcel: 0002PE  
Station: 67+59.64 to 74+02.31  
Index No.: 19-09-12-100-012-0000

### Legal Description

That part of the Northwest Quarter of Section 12, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northwest corner of said Northwest Quarter of Section 12; thence North 88 degrees 29 minutes 38 seconds East along the north line of said Northwest Quarter of Section 12 a distance of 146.00 feet; thence South 01 degrees 30 minutes 22 seconds East 60.00 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R99-064327; thence South 88 degrees 29 minutes 38 seconds West along said south line of 191<sup>st</sup> Street 65.73 feet, to a bend; thence South 43 degrees 21 minutes 57 seconds West 42.33 feet, to the southwest corner of said dedication per Document No. R99-064327 and the east line of 80<sup>th</sup> Avenue as dedicated per Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 710.41 feet, to the Point of Beginning; thence North 00 degrees 44 minutes 14 seconds East 206.39 feet, to a line 9.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 126.17 feet; thence North 01 degrees 44 minutes 32 seconds East 200.36 feet, to a line 21.25 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 95.22 feet; thence North 31 degrees 46 minutes 00 seconds East 18.10 feet, to a line 31.25 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence South 01 degrees 45 minutes 44 seconds East along said parallel line 110.62 feet; thence South 01 degrees 44 minutes 32 seconds West 200.36 feet, to a line 19.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence South 01 degrees 45 minutes 44 seconds East along said parallel line 126.09 feet; thence South 00 degrees 44 minutes 14 seconds West 206.17 feet; thence South 88 degrees 14 minutes 16 seconds West 10.01 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.146 acres.

**APPROVED**

*By William Wright at 8:12 am, Jun 18, 2020*

Page 1 of 2  
Revision dated Monday, June 15, 2020  
File Name: 19-R0866\_Parcel 0002PE.doc

**Owner** Marquette Bank as Trustee  
under Trust Agreement dated  
January 4, 2000 known as Trust  
No. 15084 and Marquette Bank  
as Trustee under Trust  
Agreement dated December 30,  
2002 known as Trust No. 15921  
**Address** Southeast corner of 80th  
Avenue and 191st Street,  
Tinley Park, Illinois  
**Route** 80th Avenue  
**County** Will  
**Job No.** R-55-001-97  
**Parcel No.** 0002  
**P.I.N. No.** 19-09-12-100-012-0000  
**Section** 08-00121-00-CH  
**Station** 67+59.64 to  
**Station** 74+99.66

**TRUSTEE'S DEED**  
**(Corporation) (Non-Freeway)**

Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated January 4, 2000 and known as Trust Number 15084 as to a 1/2 interest and Marquette Bank as Trustee under the provisions of a deed or deed in trust duly recorded and delivered pursuant to a Trust Agreement dated December 30, 2002 and known as Trust No. 15921 as to an undivided 1/2 interest (collectively "Grantor"), for and in consideration of Twenty-Six Thousand Five Hundred and 00/100's Dollars (\$26,500.00), receipt of which is hereby acknowledged, grants and conveys to the Village of Tinley Park, a municipal corporation, (Grantee), all the existing legal and equitable rights of the Grantor in the premises described herein, and, without limitation, any after acquired title in the described premises:

See attached legal description.

situated in the County of Will, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 22nd day of October, 2020.

Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest

Corporation Name

By: Joyce A. Madsen

Signature as Trustee

Joyce A. Madsen, Trust Officer  
Print Name

ATTEST: Brenda Rieckert  
Brenda Rieckert

Assistant Secretary

Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest

Corporation Name

By: Joyce A. Madsen

Signature as Trustee

Joyce A. Madsen, Trust Officer  
Print Name

ATTEST: Brenda Rieckert

Brenda Rieckert Assistant Secretary

State of Illinois )

County of Cook )

) ss

This instrument was acknowledged before me on 10/22/2020, 2020, by Joyce A. Madsen, Trust Officer, and Brenda Rieckert Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated January 4, 2000 known as Trust No. 15084 as to an undivided 1/2 interest and Joyce A. Madsen, Trust Officer, and Brenda Rieckert, Assistant Secretary of Marquette Bank as Trustee under Trust Agreement dated December 30, 2002 known as Trust No. 15921 as to an undivided 1/2 interest.

(SEAL)

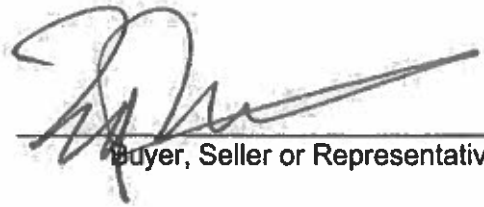


Jo Ellen Roache  
Notary Public

My Commission Expires: 4-25-2023

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

11/23/2020  
Date

  
Buyer, Seller or Representative

This instrument was prepared by:

Mark D. Mathewson  
Mathewson Right of Way Company 30 N.  
LaSalle Street, Suite 2400  
Chicago, IL 60602

Taxes and Grantee's Address:

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

Route: 80<sup>th</sup> Avenue  
Section: 08-00121-00-CH  
County: Will  
Job No.: R-55-001-97  
Parcel: 0002  
Station: 67+59.64 to 74+99.66  
Index No.: 19-09-12-100-012-0000

**Legal Description**

That part of the Northwest Quarter of Section 12, Township 35 North, Range 12 East of the Third Principal Meridian, bearings and distances based on the Illinois State Plane Coordinate System East Zone, NAD83, 2011 adjustment, with a combined scale factor of 1.0000296493 described as follows:

Commencing at the northwest corner of said Northwest Quarter of Section 12; thence North 88 degrees 29 minutes 38 seconds East along the north line of said Northwest Quarter of Section 12 a distance of 146.00 feet; thence South 01 degrees 30 minutes 22 seconds East 60.00 feet, to the south line of 191<sup>st</sup> Street as dedicated per Document No. R99-064327 and the Point of Beginning; thence South 88 degrees 29 minutes 38 seconds West along said south line of 191<sup>st</sup> Street 65.73 feet, to a bend; thence South 43 degrees 21 minutes 57 seconds West 42.33 feet, to the southwest corner of dedication per said Document No. R99-064327 and the east line of 80<sup>th</sup> Avenue as dedicated per Document No. R97-014826; thence South 01 degrees 45 minutes 44 seconds East along said west line of 80<sup>th</sup> Avenue 710.41 feet; thence North 00 degrees 44 minutes 14 seconds East 206.39 feet, to a line 9.00 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 126.17 feet; thence North 01 degrees 44 minutes 32 seconds East 200.36 feet, to a line 21.25 feet east of and parallel with said east line of 80<sup>th</sup> Avenue; thence North 01 degrees 45 minutes 44 seconds West along said parallel line 95.22 feet; thence North 31 degrees 46 minutes 00 seconds East 134.85 feet, to the Point of Beginning, in Will County, Illinois.

Said parcel containing 0.304 acres more or less.

**APPROVED**

By <sup>201</sup>William Wright at 8:12 am, Jun 18, 2020  
URS

Page 1 of 1  
Revision dated Monday, June 15, 2020  
File Name: 19-R0866\_Parcel 0002.doc



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2020-O-071**

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**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE  
VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR**

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

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

---

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



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

**ORDINANCE NUMBER 2020-O-071**

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE  
VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR**

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

**WHEREAS**, the Village of Tinley Park is authorized under the Illinois Property Tax Code to levy a tax against the equalized assessed value of all taxable properties within the corporate limits of the municipality to support its operations.

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

**Section 1:** A tax in the aggregate amount of \$27,570,532 for the following sums of money as detailed in **APPENDIX A**, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the Village, be and the same is hereby levied for the 2020 tax levy year for the purposes specified against all taxable property in the Village of Tinley Park.

**Section 2:** The taxes levied hereunder are levied pursuant to the home rule powers of the Village of Tinley Park.

**Section 3:** The Village Clerk of the Village of Tinley Park is hereby directed to file with the Clerk of Cook County and the Clerk of Will County duly certified copies of this Ordinance within the time prescribed by law.

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

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President and Board of Trustees of the Village of Tinley Park.

---

Village President

**ATTEST:**

---

Village Clerk

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF COOK       )       SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-071 “AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE VILLAGE OF TINLEY PARK 2020 TAX LEVY YEAR,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

---

VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-072**

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

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---

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

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

---

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

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

**ORDINANCE NUMBER 2020-O-072**

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

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-007, entitled "An Ordinance providing for the issuance of not to exceed \$10,000,000 General Obligation Refunding Bonds, Series 2009A, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance, adopted February 24, 2009; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2009-O-008, entitled "An Ordinance providing for the issuance of not to exceed \$1,000,000 General Obligation Bonds, Series 2009B, of the Village of Tinley Park, Cook and Will Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal and interest on said bonds, as adopted February 24, 2009; and

**WHEREAS**, on March 3, 2009, the Village President, Trustee Patrick E. Rea as Finance Chair, and Treasurer (the Designated Officers) entered into a contract for the sale of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinances 2009-O-007 and 2009-O-008 and issued a Bond Order detailing the sale and the Series 2009 bonds, the refunding of certain outstanding Series 2000, Series 2001, and Series 2002 bonds, terms of the Series 2009 bonds, and the taxes to be levied to provide for the debt service of the Series 2009 bonds as contained in Exhibit III of the Bond Order; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$763,870 to be derived from the Village's Water and Sewer Revenue Fund (\$376,644.20), Tax/Bond Stabilization Fund (\$283,125.80), and Surtax Capital Projects Fund (\$104,100); and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the Village's Water and Sewer Revenue Fund, Tax/Bond Stabilization Fund, and Surtax Capital Projects Fund be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2020.

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

**Section 1:** That the sum of \$763, 870, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2021, and that portion of the Bond Order which provides for a 2020 tax levy to meet the requirements to pay \$1,113,870 for principal and interest on said bonds be and the same is hereby reduced in the amount of \$763,870, leaving a 2020 levy in the amount of \$350,000 to pay for the remaining portion of said principal and interest on the bonds.

**Section 2:** That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating a portion of the 2020 tax levy requirement for the payment of principal and interest due on the issuance of \$10,235,000 General Obligation Refunding and Improvement Bonds, Series 2009 as provided for in the Bond Order dated March 3, 2009, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF COOK       )       SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-072 “AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED MARCH 3, 2009 IN CONNECTION WITH THE ISSUANCE OF \$10,235,000 GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009, OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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VILLAGE CLERK



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

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**ORDINANCE**  
**NO. 2020-O-073**

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**AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS  
AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN  
CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK  
AND WILL COUNTIES, ILLINOIS.**

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

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

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

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

**ORDINANCE NUMBER 2020-O-073**

**AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS  
AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN  
CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK  
AND WILL COUNTIES, ILLINOIS.**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2003-O-056, entitled "An Ordinance Providing for the Issue of \$9,700,000 General Obligation Library Bonds, Series 2003, of the Village of Tinley Park, Cook and Will Counties, Illinois, and for the Levy and Collection of a Direct Annual Tax for the payment of the Principal and Interest on Said Bonds as, adopted June 24, 2003, providing for the borrowing of money and have issued bonds of the Village of Tinley Park in the amount of \$9,700,000; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance being Ordinance Number 2011-O-037, entitled "An ordinance providing for the issuance of not to exceed \$7,200,000 General Obligation Refunding Bonds, Series 2011, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of a bond order in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds,"

adopted July 5, 2011, which directed the refunding of said General Obligation Library Bonds, Series 2003 aforementioned; and

**WHEREAS**, on August 16, 2011, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$5,940,000 General Obligation Refunding Bonds, Series 2011 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2011-O-037 and issued a Bond Order detailing the sale and the Series 2011 bonds, terms of the Series 2011 bonds, and the taxes to be levied to provide for the debt service of the Series 2011 bonds as contained in Exhibit III of the Bond Order. Said Series 2011 bonds issued for the sole purpose of refunding the aforementioned General Obligation Library Bonds, Series 2003; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinance and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$150,000, said estimated sum to be received from the Village's Surtax Capital Projects Fund; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds derived from the herein described source be used to abate a portion of the payment of interest and principal on the aforesaid bonds for the tax levy year 2020.

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

**Section 1:** That the sum of \$150,000, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying a portion of the principal and interest on the bonds which fall due on or before December 1, 2021, and that portion of the Bond Order which provides for a 2020 tax levy to meet the requirements to pay \$660,800 for principal and interest on said bonds be and the same is hereby abated and reduced in the amount of \$150,000 leaving a 2020 levy in the amount of \$510,800 to pay the remaining portion of said interest and principal on the bonds.

**Section 2:** That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance, abating a portion of the 2020 tax levy requirement for the payment of principal and interest due on the issuance of \$5,940,000 General Obligation Refunding Bonds, with the Clerk's, Office of both Cook and Will Counties, Illinois, as provided for in the Bond Order dated August 16, 2011, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

---

VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF COOK       )       SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-073 “AN ORDINANCE ABATING A PORTION OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED AUGUST 16, 2011 IN CONNECTION WITH THE ISSUANCE OF \$5,940,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS ,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-074**

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

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

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

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

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

**ORDINANCE NUMBER 2020-O-074**

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

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted an ordinance, being Ordinance Number 2013-O-014, entitled "An ordinance providing for the issuance of not to exceed \$13,950,000 General Obligation Bonds, Series 2013, of the Village of Tinley Park, Cook and Will Counties, Illinois, authorizing the execution of one or more bond orders in connection therewith and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, as adopted June 4, 2013; and

**WHEREAS**, on June 5, 2013, the Village Clerk, and Treasurer (the Designated Officers) entered into a contract for the sale of \$11,340,000 Taxable General Obligation Bonds, Series 2013 of the Village of Tinley Park, Cook and Will Counties, Illinois in accordance to the aforementioned Ordinance 2013-O-014 and issued a Bond Order detailing the sale and the Series 2013 bonds, terms of the Series 2013 bonds, and the taxes to be levied to provide for the debt service of the Series 2013 bonds as contained in Exhibit III of the Bond Order; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have caused to be filed with the Clerk's Office of both Cook and Will Counties, Illinois, a certified copy of the Bond Ordinances and Bond Order as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$386,340 to be derived from the Village's Hotel/Tax Debt Service Reserve Fund; and

**WHEREAS**, there is available to the Village of Tinley Park a sum estimated to be \$584,190 to be derived from the Village's Surtax Capital Projects Fund (\$417,247.96), Water and Sewer Revenue Fund (\$139,085.91), Stormwater Management Fund (\$17,399.13), and New Bremen Tax Increment Finance District fund (\$10,457.00); and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park deem it in the best interest of the residents and taxpayers of the Village of Tinley Park that the funds available in the aforementioned Village Funds, be used to abate all of the payment of interest and principal on the aforesaid bonds for the tax levy year 2020.

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

**Section 1:** That the sum of \$973,650, which will be derived from revenue sources herein described above, is hereby appropriated for the specific purpose of paying all of the principal and interest on the bonds which fall due on or before December 1, 2021 and that portion of the Bond Order which provides for a 2020 tax levy to meet the requirements to pay \$973,650 for principal and interest on said bonds be and the same is hereby abated.



**Section 2:** That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Clerk's Office of both Cook and Will Counties, Illinois, abating all of the 2020 tax levy requirement for the payment of principal and interest due on the issuance of \$11,340,000 General Obligation Bonds, Series 2013, as provided for in the Bond Order dated June 5, 2013, in due time and in the manner expressed by law, and the County Clerks of both Cook and Will Counties, Illinois, are hereby authorized and directed to abate said tax as provided in this ordinance.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

**ADOPTED** this 15<sup>th</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 15<sup>th</sup> day of December, 2020 by the President of the Village of Tinley Park.

---

VILLAGE PRESIDENT

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

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF COOK       )       SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-074 “AN ORDINANCE ABATING ALL OF THE 2020 TAX LEVY REQUIREMENTS AS PROVIDED FOR IN THE BOND ORDER DATED JUNE 5, 2013 IN CONNECTION WITH THE ISSUANCE OF \$11,340,000 GENERAL OBLIGATION BONDS, SERIES 2013 OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-075**

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**AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF  
TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER  
DRIVE, TINLEY PARK, COOK COUNTY, ILLINOIS (DEVELOPMENT INCENTIVE  
AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)**

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

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

---

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

**ORDINANCE NUMBER 2020-O-075**

**AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER)**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-050, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 227, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-051, entitled "A Resolution Authorizing The Execution Of A Development Incentive Agreement Between The Village Of Tinley Park, The Board Of Education School District 159, And The Harp Group, Inc. Relating To The Hotel Property Located At 18501 Harlem Avenue" adopted July 17, 2018; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2018-R-052, entitled "A Resolution Approving The First Amendment To The Tinley Park Convention Center Management Contract Between The Harp Group, Inc, And The Village Of Tinley Park" adopted July 17, 2018; and

**WHEREAS**, The Harp Group, Inc. has expressed its desire to operate and manage the Tinley Park Convention Center on behalf of the Village of Tinley Park; and

**WHEREAS**, The Harp Group, Inc. has acquired the Hotel Property connected to the Tinley Park Convention Center under the business entity Tinley Park Convention Center Hotel Owners LLC, and intends to continue the operations of the Tinley Park Hotel as a commercial enterprise within the Village of Tinley Park; and

**WHEREAS**, The Harp Group, Inc. has requested financial assistance in the form of real estate Tax abatements pursuant to the provision of law (35 ILCS 200/18-165); and

**WHEREAS**, the Subject Hotel Property, 18501 Convention Center Drive, is identified for property tax purposes by permanent identification number 31-06-100-027-0000; and

**WHEREAS**, the Company has met the conditions and requirements of the aforementioned Agreements and is eligible for the financial assistance provided for therein; and

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

### **SECTION ONE**

That fifty percent (50%) of the Village of Tinley Park's portion of real estate property taxes ("Property Taxes") assessed and extended on the Subject Hotel Property (18501 Convention Center Drive, PIN 31-06-100-027-0000), shall hereby be abated for the 2020 tax levy year (taxes billed and collected in calendar 2021).

Said abatement shall be made only against the amounts extended for the Village of Tinley Park (tax agency 03-1270-000). The amounts extended for the Tinley Park Public Library (tax agency 03-1270-001) are not to be abated.

### **SECTION TWO**

Annual abatements by Elementary School District 159, Rich Township High School District 227 and the Village of Tinley Park shall continue until the first of the following should occur:

(i) duration of ten (10) tax levy years, commencing with the 2018 tax levy year to which the first abatement applies, and in which taxes are actually abated (this being the third year of abatement);

(ii) the aggregate taxes abated on the Subject Hotel Property by all three of the above named taxing bodies equals four million dollars (\$4,000,000);

(iii) the abatement obligations of the Elementary School District 159, Rich Township High School District 227 and the Village terminate as provided for in aforementioned Agreements.

### **SECTION THREE**

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Cook County Clerk's Office.

The County Clerk of Cook County, Illinois, is hereby authorized and directed to abate said tax as provided in this ordinance.

### **SECTION FOUR**

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 15<sup>th</sup> day of December, 2020, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this 15<sup>th</sup> day of December, 2019, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

---

Village Clerk

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

SS

#### CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-075, “AN ORDINANCE ABATING A PORTION OF THE TAX YEAR 2020 VILLAGE OF TINLEY PARK PROPERTY TAXES EXTENDED FOR 18501 CONVENTION CENTER DRIVE, TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS (DEVELOPMENT INCENTIVE AGREEMENT FOR THE TINLEY PARK HOTEL AND CONVENTION CENTER),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

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KRISTIN A. THIRION, VILLAGE CLERK

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

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**ORDINANCE**  
**NO. 2020-O-076**

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**AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX  
YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY  
PARK, WILL COUNTY, ILLINOIS  
(SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)**

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

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

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

**ORDINANCE NUMBER 2020-O-076**

**AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK  
TAX YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE,  
TINLEY PARK, WILL COUNTY, ILLINOIS  
(SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT)**

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

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park have heretofore authorized and adopted Resolution Number 2017-R-039, entitled "Resolution Authorizing the Execution of an Inducement Agreement (Property Tax Rebate) for Surface Shields, Inc.," adopted July 11, 2017; and

**WHEREAS**, Surface Shields, Inc. ("Company") began its manufacturing and distribution operations within the Village of Tinley Park ("Village") at 8451 183rd Street ("Subject Property") on October 23, 2017 which meets the requirements under the Inducement Agreement which stipulated that the Company begin operations on or before January 1, 2018; and

**WHEREAS**, the Subject Property, 8451 183rd Place, is identified for property tax purposes by permanent identification number 19-09-02-106-006-0000; and.

**WHEREAS**, the Company represents that it has spent at least \$116,500 to upgrade the Subject Property which meets the requirements under the Inducement Agreement which stipulated that the Company spend an estimated \$100,000; and

**WHEREAS**, The Company has represented that it is employing 60 full time employees at the Subject Property. Furthermore, the Company represents that it has continuously maintained at least fifty-five (55) full time employees since beginning operations at the Subject Property in accordance with the requirements of the Inducement Agreement; and

**WHEREAS**, the Company is continuing to operate a manufacturing and distribution business on the Subject Property in accordance with the requirements of the Inducement Agreement; and

**WHEREAS**, the Company has met the conditions and requirements of the Inducement Agreement and is eligible for the economic incentive provided for therein; and

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

#### **SECTION ONE**

That fifty percent (50%) of the Village's portion of real estate property taxes ("Property Taxes") assessed and extended on the Subject Property (8451 183rd Place, PIN 19-09-02-106-006-0000), but not to exceed a maximum of six thousand dollars (\$6,000), shall hereby be abated for the 2020 tax levy year (taxes billed and collected in calendar 2021).

**SECTION TWO**

That the Village Clerk of the Village of Tinley Park is hereby authorized and directed to file a certified copy of this ordinance with the Will County Clerk's Office.

The County Clerk of Will County, Illinois, is hereby authorized and directed to abate said tax as provided in this ordinance.

**SECTION THREE**

This ordinance shall be in full force and effect from and after its passage and approval pursuant to law.

PASSED this 15<sup>th</sup> day of December, 2020, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

---

Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2020-O-076, “AN ORDINANCE ABATING A PORTION OF THE VILLAGE OF TINLEY PARK TAX YEAR 2020 PROPERTY TAXES EXTENDED FOR 8451 183RD PLACE, TINLEY PARK, WILL COUNTY, ILLINOIS (SURFACE SHIELDS, INC. INDUCEMENT AGREEMENT),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

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

KRISTIN A. THIRION, VILLAGE CLERK

# **STAFF COMMENT**

# **BOARD COMMENT**

# **PUBLIC COMMENT**

**CONSIDER APPROVAL OF A  
REQUEST BY VILLAGE BOARD  
MEMBERS TO ATTEND THE  
EXECUTIVE SESSION BY  
REMOTE ELECTRONIC MEANS**

**CLERK THIRION**



# **EXECUTIVE SESSION**

## **ADJOURN TO EXECUTIVE SESSION TO DISCUSS:**

- A. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.**
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.**
- C. DISCUSSION OF MINUTES OF MEETINGS LAWFULLY CLOSED UNDER THIS ACT, WHETHER FOR PURPOSES OF APPROVAL BY THE BODY OF THE MINUTES OR SEMI-ANNUAL REVIEW OF THE MINUTES AS MANDATED BY SECTION 2.06.**