

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

The regular meeting of the Village Board is scheduled for  
Tuesday, April 13, 2021 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 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

***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 April 13, 2021. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.***

Kristin A. Thirion  
Clerk  
Village of Tinley Park

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

As 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, April 13, 2021, 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:    \_\_\_\_\_  
                      \_\_\_\_\_

**ITEM #2**

SUBJECT:        CONSIDER APPROVAL OF MINUTES OF THE REGULAR  
                      VILLAGE BOARD MEETING HELD ON MARCH 16, 2021.

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

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

**ITEM #3**

SUBJECT:        RECOGNIZE MR. DAVID SLEEPER FOR LIFE SAVING ACTIONS AT  
                      THE SCENE OF A HOUSE FIRE AT 17352 HARLEM AVE. ON MARCH 4,  
                      2021 - **Trustee Brennan**

ACTION:         Discussion: On the morning of March 4, 2021, at approximately 5:58 a.m., David Sleeper was returning to his home in Chicago after work. He identified that a home on Harlem Ave. was on fire and immediately called 911 and exited his car to assist in alerting any residents who were at home of the fire. There were no occupants outside the home as he approached and he began pounding on the windows and doors which awakened two sleeping residents and their pet who were able to escape the home unharmed. During this time the fire had broken through the front window and heavy smoke was in the structure. Without his actions, the outcome of this fire could have been more tragic with injuries or loss of life. Join us in awarding a Citizens Life Saving Award for his actions on March 4, 2021. **No specific action required.**

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

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

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

- Aurelio's Pizza, 15901 Oak Park Avenue
- UGA Gymnastics, 6805 159th Street

**No specific action required.**

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

SUBJECT: CONSIDER APPOINTING COLBY ZEMAITIS TO THE POSITION OF  
ASSISTANT PUBLIC WORKS DIRECTOR, EFFECTIVE APRIL 13, 2021 -  
President Vandenberg

ACTION: Discussion: Colby joined the Village on March 21, 2018, and has over twenty (20) years of experience as a municipal consultant, project manager, and village engineer. Since joining the Village, he has made substantial contributions to Village projects and has managed the services of three (3) engineering consulting firms. Colby holds a bachelor of science in civil engineering and is a registered professional engineer. **Consider appointing Colby Zemaitis to the position of Assistant Public Works Director.**

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

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT  
AGENDA ITEMS:

- A. CONSIDER REQUEST FROM THE KNIGHTS OF COLUMBUS 4698, TO CONDUCT A RAFFLE ON SATURDAY, APRIL 17, 2021, AT ST. GEORGE CHURCH, 6707 175TH STREET, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$12,025. WINNERS WILL BE DRAWN AT THE ST. GEORGE CHURCH.
- B. CONSIDER PAYMENT OF IMPACT FEES THROUGH FEBRUARY 2021 IN THE AMOUNT OF \$4,575 TO THE TINLEY PARK DISTRICT.

- C. CONSIDER PAYMENT OF IMPACT FEES THROUGH FEBRUARY 2021 IN THE AMOUNT OF \$100 TO CONSOLIDATED HIGH SCHOOL DISTRICT 230.
- D. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,044,536.95 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MARCH 19, MARCH 26, APRIL 2, AND APRIL 9, 2021.

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

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-021 APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BOULEVARD STREET PARTNERS, LLC - **Trustee Mueller**

ACTION: Discussion: On March 16, 2021, the Village Board held a first reading on the agreement. The incentive package supports the planned improvements for a 6,900 square foot Italian-inspired tapas restaurant, along with a full bar, outdoor dining area, banquet space, and a carry out/TOGO area. The total incentive package will not exceed \$300,000. The Village will provide upfront assistance up to \$230,000 to support the build out of the restaurant with the remaining \$70,000 paid through sales tax sharing over five (5) years. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-003 APPROVING AND AWARDING AN OAK PARK AVENUE SIGN GRANT TO RIZ VILLASEÑOR OF MEDPRO HEALTH PROVIDERS, LLC FOR THE PROPERTY LOCATED AT 16820 OAK PARK AVENUE. - **Trustee Mueller**

ACTION: Discussion: Riz Villaseñor proposes to convert a single-family residential home to a mixed-use building with a first-floor office and a second-floor apartment at 16820 Oak Park Avenue. The Petitioner will be installing a new monument sign. The Sign Grant shall be in an amount not greater than \$2,375.

The Economic and Commercial Commission reviewed the application at its March 8, 2021, meeting and voted 9-0 to recommend approval of the grant. 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 #9**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-012 AMENDING THE  
TINLEY PARK ZONING ORDINANCE TO ALLOW A RESTAURANT  
PICKUP WINDOWS IN THE NEIGHBORHOOD FLEX LEGACY  
DISTRICTS - **Trustee Mueller**

ACTION: Discussion: The proposed text amendments will define a pickup window to  
distinguish it from a drive-thru or drive-in establishment and allow a pickup  
window as a special use for restaurant uses in the Neighborhood Flex Districts  
under certain conditions.

The Plan Commission held a Public Hearing on March 4, 2021, and voted 7-0 to  
recommend the proposed text amendments for approval to the Village Board.  
The Village Board held a first reading on the Plan Commission recommendation  
on March 16, 2021. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-015 GRANTING A  
SPECIAL USE FOR A RESTAURANT PICKUP WINDOW AT 18250 OAK  
PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Thomas McAuliffe on behalf of Durbin's (tenant),  
has requested the restaurant pickup-only window in the Neighborhood Flex  
(NF) Zoning District.

The Plan Commission held a Public Hearing on March 18, 2021, and voted 6-0  
to recommend approval of the Special Use with conditions in accordance with  
the plans listed and Findings of Fact in the Staff Report. **This Ordinance is  
eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-016 GRANTING A VARIATION FOR PERMITTED LIGHTING TYPE AT 18250 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Thomas McAuliffe on behalf of Durbin's (tenant), is seeking a Variation for allowable lighting fixture types in conjunction with a new restaurant pickup window at 18250 Oak Park Avenue in the Neighborhood Flex (NF) zoning district.

The Plan Commission held a Public Hearing on March 18, 2021, and voted 6-0 to recommend approval of the Variation in accordance with the plans listed and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ORDINANCE 2021-O-017 GRANTING A VARIATION FOR MINIMUM APARTMENT SIZE AT 6732 173RD STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, George Faycurry on behalf of GFCTinley LLC (owner), is seeking a variation to permit a 557 sq. ft. one-bedroom multi-family dwelling instead of the minimum requirement of 800 sq. ft. for property located at 6732 173rd Street in the DF (Downtown Flex) zoning district.

The Plan Commission held a Public Hearing on April 1, 2021, and voted 5-1 to recommend approval of the Variation in accordance with the plans, conditions, and Findings of Fact listed in the Staff Report. The Plan Commission included an additional condition that any existing fire code or egress violations be corrected prior to occupancy. **This Ordinance is eligible for first reading.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-018 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE HICKORY CREEK PUD WITH EXCEPTIONS TO THE ZONING ORDINANCE -  
**Trustee Mueller**

ACTION: Discussion: The Petitioner, Robert Bettinardi on behalf of RJB Tinley Park Real Estate LLC, is seeking the approval for a building area expansion and exceptions from the Zoning Ordinance, including permitting front yard parking and the minimum drive aisle width at 7650 Graphics Drive in the ORI PD Zoning District.

The Plan Commission held a Public Hearing on April 1, 2021, and voted 6-0 to recommend approval of the Special Use in accordance with the plans, Findings of Fact, and conditions in the Staff Report. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION NUMBER 2021-R-029 APPROVING AN AMENDMENT TO RESOLUTION 2011-R-011 A PROPOSAL FROM VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN- **Trustee Berg**

ACTION: Discussion: The Village Board recently approved a quote from Van Bruggen Signs for a digital billboard at the Convention Center. The proposal was for a 10mm display which has electrical requirements that are above what is currently installed. Van Bruggan can install a 16mm display that will not require installation of upgraded electrical service and will provide a cost savings of \$2,378. The 16mm sign does not have a noticeable difference compared to the 10mm. Van Bruggen Signs will supply and install the new Jumbotron sign at a cost of \$119,540. This item was discussed at the Committee of the Whole meeting just prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ORDINANCE 2021-0-014 APPROVING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2022 FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS - **Trustee Galante**

ACTION: Discussion: On March 16, 2021, the Committee of the Whole met and recommended approval of the proposed Budget for fiscal year ending April 30, 2022. The proposed total expenditure budget for the General Fund is \$54,458,913. The Tinley Park Public Library is also included in the proposed budget, and the proposed total expenditure budget for the Library's General Fund is \$6,378,350. The proposed total expenditure budget of all Village Funds, including the Tinley Park Public Library is \$147,340,409. In accordance with State Statutes, a Public Hearing was held prior to this meeting on April 13, 2021. As required, a copy of the proposed budget has been available for public inspection on the Transparency Portal of the Village website since April 6, 2021. **This Ordinance is eligible for first reading.**

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

SUBJECT: CONSIDER RESOLUTION 2021-R-022 AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND - **Trustee Galante**

ACTION: Discussion: This Resolution implements a series of year end transfers following established fiscal practices as outlined in the Fiscal Policies Manual. These transfers are supported by the excess of revenues over expenses that may exist at the April 30, 2021, fiscal year end; or from the Fund Balance of the designated fund initiating the transfer. The transfers are made to support capital and debt service reserve funds for both the short-term (upcoming fiscal year) and long-term (beyond the upcoming fiscal year) financial needs of the Village to support the replacement of infrastructure, equipment, and provide for debt service on outstanding bonds. The Resolution establishes not to exceed amounts for the contemplated transfers of \$10,000,000 from the General Fund; \$3,000,000 from the Water and Sewer Fund, and \$1,000,000 from the Commuter Parking Lot Fund. The actual dollar amount of the transfers may be less, and will be determined once the fiscal year has closed. **This Resolution is eligible for first reading.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-023 (IDOT RESOLUTION 21-00000-00-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$3,000,000 IN MOTOR FUEL TAX (MFT) FUNDS FOR THE FY2022 PAVEMENT MANAGEMENT PROGRAM - **Trustee Glotz**

ACTION: Discussion: This Resolution between the Village of Tinley Park and the Illinois Department of Transportation would authorize the appropriation of up to \$3,000,000 in MFT funds for the purpose of maintaining streets and highways under the applicable provision of the Illinois Code from January 1, 2021, to December 31, 2021. Actual expenditures under this resolution will be subject to the amount of funds available. The total program cost is not expected to exceed \$3,000,000. Passage of this resolution will allow the Village to competitively bid the project prior to most surrounding communities in an effort to obtain the best possible unit pricing. This item was discussed at a Committee of the Whole meeting on March 16, 2021 and prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-024 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE FY2022 PAVEMENT MANAGEMENT PROGRAM - **Trustee Glotz**

ACTION: Discussion: This agreement between the Village of Tinley Park and Robinson Engineering would include preliminary design engineering and field services for the FY2022 Pavement Management Program (PMP). Final costs of this agreement are in accordance with State requirements and will be based on a percentage basis of the PMP awarded contract amount (3.5% for design and 6% for construction observation). This item was discussed at a Committee of the Whole meeting on March 16, 2021 and prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-025 APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND MODULAR COMMUNICATION SYSTEMS FOR PHASE 1 EQUIPMENT PURCHASE - **Trustee Glotz**

ACTION: Discussion: To improve the police radio system coverage and operation for improved inbuilding coverage throughout the Village led staff to engineer a multi-site (simulcast) system. Currently, the radio system transmits to dispatch from a single site when field operations occur. This limits the potential of the system and signal. A simulcast system allows multiple transmitters at multiple locations, therefore creating a larger coverage footprint.

Staff recommends purchasing equipment for Phase 1 of the system. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait). Both proposals are industry standard “quality” equipment serving Public Safety, Public Service agencies. In review of the proposals, it is the recommendation of staff that the Village Board approve a purchase with Modular Communication Systems (ModUcom) for the Tait solution to our simulcast upgrade as reflected in the proposal of \$66,800. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #20**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-026 APPROVING A PURCHASE FOR A POLICE DEPARTMENT RADIO UPGRADE NINE (9) RECEIVER SITES - **Trustee Glotz**

ACTION: Discussion: As result of the system inspection and corresponding to technology trends, it was determined that the current police radio system requires upgrades to the transmitter and receiver sites. As previously requested and in conjunction with the simulcast system upgrades and improvements in existing technology, it was this recommendation that will require parallel upgrades of all of the current radio receiver sites.

Staff recommends purchasing equipment for Phase 1A of the system. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait). Both proposals are industry standard “quality” equipment serving Public Safety, Public Service agencies. In review of the proposals, it is the recommendation of staff that the Village Board approve a purchase with Modular Communication Systems (ModUcom) for the Tait solution to our simulcast upgrade as reflected in the proposal of \$46,404. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-027 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ENTERPRISE FLEET MANAGEMENT, INC. FOR VEHICLE LEASING & REPLACEMENT PROGRAM - **Trustee Glotz**

ACTION: Discussion: The Village owns and maintains 347 vehicles and equipment. Public Works has annually presented maintenance and replacement recommendations for the fleet that assist staff as we carry out the Village's mission. Therefore, the primary goals as vehicles and equipment are reviewed are that the vehicles are safe, reliable, and provide functionality at an economical cost.

Consider awarding a contract to Enterprise Fleet Management, Inc. for leasing of vehicles as recommended in the FY22 program. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-028 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL CONCRETE CONTRACTORS, INC. FOR THE FLATWORK AND CURB REPAIR PROGRAM - **Trustee Glotz**

ACTION: Discussion: The Village utilized the sidewalk and curb repair services of J&J Newell Concrete Contractors the last two (2) years for maintaining and constructing sidewalks and curb repairs on our Village-owned properties.

Consider awarding a contract to J&J Newell Concrete Contractors, Inc. in the amount of \$202,588.69. This item was discussed at the Committee of the Whole held prior to this meeting. **This resolution is eligible for adoption.**

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

SUBJECT: RECEIVE COMMENTS FROM STAFF -

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

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

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

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

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

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- C. 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.

ADJOURNMENT

**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD MARCH 16, 2021**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on March 16, 2021. President Vandenberg called this meeting to order at 7:51 p.m.

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

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.

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

Village President:	Jacob C. Vandenberg
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 Brady, 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 Berg, to approve and place on file the minutes of the Regular Village Board Meeting held on March 2, 2021. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Mueller, to adopt and place on file **RESOLUTION 2021-R-015 RECOGNIZING THE ACCOMPLISHMENTS OF RICHARD WOLFF, TINLEY PARK PUBLIC LIBRARY ADMINISTRATOR**. This Resolution recognizes Richard Wolff, Library Administrator, for his 31 years of service to the Tinley

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Park Public Library. Mr. Wolff will retire March 17, 2021. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

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

· Durbin's, 17265 Oak Park Avenue

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

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

- A. CONSIDER ADOPTING RESOLUTION 2021-R-016 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND AQUAMIST PLUMBING AND LAWN SPRINKLING, INC. FOR MAINTAINING THE VILLAGE'S SEVEN (7) LAWN IRRIGATION LOCATIONS IN 2021.
- B. CONSIDER ADOPTING RESOLUTION 2021-R-020 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TRUGREEN FOR LAWN TREATMENTS IN 2021.
- C. CONSIDER REQUEST FROM GIGI'S PLAYHOUSE TINLEY PARK TO CONDUCT A RAFFLE FROM THURSDAY, APRIL 15, 2021, THROUGH WEDNESDAY, MAY 5, 2021, WITH THE WINNER TO BE DRAWN AT GIGI'S PLAYHOUSE TINLEY PARK ON MAY 6, 2021.
- D. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,525,702.79 AS LISTED ON THE VENDOR BOARD APPROVAL REPORT DATED MARCH 4 AND MARCH 11, 2021.

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 Brady, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2021-R-014 AMENDING THE NON-DISCRIMINATION POLICY – FAIR HOUSING COMPLIANCE OFFICER**. This Resolution amends the portion of the non-discrimination policy that names the contact staff for the Village's Fair Housing Compliance Officer. The position of Fair Housing Compliance Officer (FHCO) was created as part of the Settlement Agreement between the United States of America and the Village of Tinley Park. President Vandenberg asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to appoint **HANNAH LIPMAN TO THE POSITION OF FAIR HOUSING COMPLIANCE OFFICER, EFFECTIVE MARCH 16, 2021**. Due to the recent resignation of Terica Ketchum, the Village needs to appoint a Fair Housing Compliance Officer (FHCO) as part of the Settlement Agreement between the United States of America and the Village of Tinley Park. It is recommended to appoint Hannah Lipman as the Fair Housing Compliance Officer. President Vandenberg asked if there were any comments from members of the Board or public. 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 appoint **DENNIS MALESKI TO THE POSITION OF LEAD COMPUTER TECHNICIAN, EFFECTIVE MARCH 16, 2021**. Dennis Maleski joined the Village on May 24, 2005, and has nearly 16 years of dedicated service to the IT department. During the last few years, Dennis has made significant contributions in his role as Computer Technician during a transitional time including department vacancies of its Manager and Lead Computer Technician. The depth of knowledge and expertise he has in the Village's IT infrastructure and systems is recognized and appreciated. Therefore, Dennis is recommended for promotion to Lead Computer Technician. President Vandenberg asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on first reading **ORDINANCE 2021-O-012 AMENDING THE TINLEY PARK ZONING ORDINANCE TO ALLOW RESTAURANT PICKUP WINDOWS IN THE NEIGHBORHOOD FLEX LEGACY DISTRICTS**. The proposed text amendments will define a pickup window to distinguish it from a drive-thru or drive-in establishment and allow a pickup window as a special use for restaurant uses in the Neighborhood Flex Districts under certain conditions.

The Plan Commission held a Public Hearing on March 4, 2021, and voted 7-0 to recommend the proposed text amendments for approval to the Village Board. President Vandenberg asked if there were any comments from members of the Board or public.

President Vandenberg inquired if a business had prompted the amending of this ordinance. Community Development Director Clarke noted that Durbin's is expanding and desires a pickup window to accommodate their customers. She noted that since the pandemic began Durbin's, and other businesses, have seen an increase in takeout orders. This increase has prompted the Village to review this portion of the Legacy Code. This amendment would affect the properties in the neighborhood flex portion on the far north and far south boundaries of the Legacy District. She stated this is a pickup window, not a drive-thru window. Ordering would need to be done prior to the customer arriving, and customers would just be picking up their order at the window. Trustee Berg asked if this would affect the entire Legacy District. Ms. Clarke stated no, the properties affected are far removed from the downtown portion. President Vandenberg had concerns with the difference between a pickup window and a drive-thru window. Trustee Brady stated this is an adjustment due to the pandemic. Ms. Clarke stated that a petitioner could not ask for a variation for this, as right now it is prohibited in the code. This amended ordinance would make it a special use and the Village would

**Meeting of the Board of Trustees – Minutes****March 16, 2021**

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look at this on a case by case basis. Trustee Galante has concerns about safety. Ms. Clarke noted that safety and traffic were taken into consideration when creating this amendment. 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 first reading **RESOLUTION 2021-R-021 APPROVING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND A RESTAURANT GROUP AT THE BOULEVARD AT CENTRAL STATION**. On March 8, 2021, the Economic Commercial Commission discussed and recommended approval of the proposed economic incentive package for a restaurant group at The Boulevard at Central Station. The Committee of the Whole reviewed the request at a special meeting held on March 11, 2021. The incentive package supports the planned improvements for a 6,900 square foot Italian-inspired tapas restaurant, along with a full bar, outdoor dining area, banquet space, and a carryout/TOGO area. The total incentive package will not exceed \$300,000. The Village will provide upfront assistance up to \$230,000 to support the build-out of the restaurant with the remaining \$70,000 paid through a five (5) year sales tax sharing which may be paid out over three (3) years. If the project budget goes down, which reduces the TIF-eligible expenses, the sales tax incentive can increase up to \$70,000. However, if TIF-eligible expenses are reduced to \$150,000, the business will only receive a maximum of \$70,000 in sales tax incentives. The funding will slide up or down, but only to the caps established in the agreement. President Vandenberg asked if there were any comments from members of the Board or public. No one came forward. Vote on roll call. Ayes: Brady, Brennan, Glotz, Mueller. Nays: Berg, Galante. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Glotz, to adopt and place on file **ORDINANCE 2021-O-013 INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (ZIN CLUB, 18211 HARLEM AVE)**. Petitioners, Tahoe Shuaipaj and Afrim Shehu, have approached the Liquor Commissioner seeking a Class A Liquor License for a new wine bar concept they are looking to open at 18211 Harlem Avenue. The concept is to offer on-premise consumption of wines and upper-tier whiskeys. There will also be retail sales of wines and wine-related gift items. This item was discussed at the March 2, 2021, Committee of the Whole. President Vandenberg asked if there were any comments from members of the Board or public. Trustee Brennan asked if this license was for this specific location. He noted that the petitioner stated they would not move forward without the video gaming license. Assistant to the Village Manager Hannah Lipman stated that the petitioner is still interested in receiving a liquor license for this location and may be looking for a different location in the Village. Vote on roll call. Ayes: Brady, Galante, Glotz, Mueller. Nays: Brennan. Absent: None. Abstain: Berg. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to adopt and place on file **RESOLUTION 2021-R-017 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND RIDGE LANDSCAPE SERVICES FOR MAINTAINING THE VILLAGE’S 234 ACRES OF MOWING LOCATIONS IN 2021**. The Village awarded a contract in 2019 to Ridge Landscape Services to perform mowing for 234 acres of turf throughout Tinley Park. The contract provided for two (2) optional, one (1) year, renewals. This will be the second and final contract extension to Ridge Landscape Services at the estimated cost of 24 weeks at \$195,004.80. This item was discussed at the Committee of the Whole meeting held on March 11, 2021. President Vandenberg asked if there were any comments from members of the

**Meeting of the Board of Trustees – Minutes****March 16, 2021**

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Board or public. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2021-R-018 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTY WEBBER LANDSCAPE FOR THE LANDSCAPE BED MAINTENANCE PROGRAM IN 2021**. The Village awarded a contract in 2019 to Christy Webber Landscape to perform maintenance on approximately 5.6 acres of planting beds throughout Tinley Park. The contract provided for two (2) optional one (1) year, renewals. This will be the second and final contract extension to Christy Webber Landscape in the amount of \$157,360.25. This item was discussed at the Committee of the Whole held on March 11, 2021. President Vandenberg asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to adopt and place on file **RESOLUTION 2021-R-019 APPROVING A CONTRACT EXTENSION BETWEEN THE VILLAGE OF TINLEY PARK AND CARDNO INC. FOR THE NATURALIZED STORMWATER AREAS MAINTENANCE IN 2021**. The Village awarded a contract in 2018 to Cardno Inc. to perform maintenance at the Village's Naturalized Stormwater areas throughout Tinley Park. The contract provided for two (2) optional, one (1) year, renewals. This will be the second and final contract extension to Cardno Inc. in the amount of \$189,500. This item was discussed at the Committee of the Whole meeting held on March 11, 2021. President Vandenberg asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Vandenberg declared the motion carried.

President Vandenberg asked if there were any comments from members of the Staff. There were none.

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

Clerk Thirion announced that Early Voting for the April 6th Consolidated Election will begin on March 22, 2021. Cook County Early Voting will take place at the Village Hall of Tinley Park through April 5, 2021. Will County Early Voting will take place at the Frankfort Public Library, 21119 S. Pfeiffer Road, Frankfort through April 1, 2021.

Clerk Thirion also announced that vehicle sticker sales will beginning April 1, 2021. This year's sticker features the Andres General Store building. She noted that this building still exists and is now part of the location for The Primal Cut Steakhouse Restaurant at 17344 Oak Park Avenue.

Trustee Brady wished everyone a happy and safe St. Patrick's Day. He also stated that this weekend the Tinley Park Park District along with the Illinois Department of National Resources will be hosting a boating safety class. Seating is limited for this two (2) day class.

President Vandenberg congratulated Brad Bettenhausen, Andrew Brown, Finance Department, and Department Heads for their hard work on this year's budget. He noted this has been a difficult budget year.

**Meeting of the Board of Trustees – Minutes****March 16, 2021**

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

Walter Koziel and Roger Barton from the VFW Post 2791 asked the Village President and Board of Trustees to consider moving Cruise Nights back to Oak Park Avenue. President Vandenberg added the decision to move Cruise Nights from Oak Park Avenue was made on advice from the Police Department in order to provide a safe event. He added the Village Board and himself wanted success for this event. He noted that the Village is also under the direction of the State of Illinois on following State protocol during the pandemic.

Motion was made by Trustee Berg, seconded by Trustee Brady, at 8:46 p.m. to adjourn to Executive Session to discuss the following:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- B. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- C. 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.SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.

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 adjourn the regular Board meeting at 9:12 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

DRAFT

# **CITIZEN RECOGNITION**

## **FIRE DEPARTMENT**

**Trustee Brennan**

# TINLEY PARK BUSINESS SPOTLIGHT

Clerk Thirion and  
Trustee Glotz

**CONSIDER  
THE  
APPOINTMENT  
OF  
COLBY ZEMAITIS  
TO THE POSITION OF  
ASSISTANT PUBLIC WORKS  
DIRECTOR**

**President Vandenberg**

## RAFFLE LICENSE APPLICATION

## VILLAGE OF TINLEY PARK

16250 South Oak Park Avenue

DATE: 3/1/21

1. NAME OF ORGANIZATION: Knights of Columbus 4698
2. ADDRESS: 6707 W 175<sup>TH</sup> ST Tinley Park, IL 60477
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:  
[REDACTED]
4. ADDRESS OF PLACE FOR RAFFLE DRAWING  
6707 W 175<sup>TH</sup> ST Tinley Park, IL 60477 ST GEORGE
5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)  
RELIGIOUS ☒ CHARITABLE ☐ LABOR ☐ FRATERNAL ☐  
EDUCATIONAL ☐ VETERANS ☐ BUSINESS ☐
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 60 YEARS
7. PLACE AND DATE OF INCORPORATION: Tinley Park, IL
8. NUMBER OF MEMBERS IN GOOD STANDING: 350 +
9. PRESIDENT/CHAIRPERSON: JIM NEUTOFF  
ADDRESS: [REDACTED] PHONE: [REDACTED]
10. RAFFLE MANAGER: NICK CARONE  
ADDRESS: [REDACTED]  
PHONE: [REDACTED] Email: [REDACTED]
11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:  
NAME: SAME AS ABOVE  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

## RAFFLE APPLICATION | 2

RAFFLE INFORMATION

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

April 17, 2021

## 13. LOCATION OF TICKET SALES:

mail

## 14. LOCATION FOR DETERMINING WINNERS:

ST GEORGE CHURCH 6707 W 175<sup>TH</sup> ST TINLEY PARK, ILL

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

April 17, 2021

## 16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ 12,025

(MAXIMUM PRIZE AMOUNT \$250,000)

## 17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ 10,00018. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$ 100.00

## 19. § 132.38 FIDELITY BOND REQUIRED

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

## FIDELITY BOND \_\_\_\_\_ WAIVER OF BOND STATEMENT BY ORGANIZATION \_\_\_\_\_

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

NAME OF ORGANIZATION: KNIGHTS OF COLUMBUSEXECUTIVE DIRECTOR: JIM NEUTOFF



# Officers Meeting Agenda

## Thursday, March 11th, 2021 – 7:30PM



### Opening Prayer

#### Current Items:

- Membership - Greg Biedron – Chairman
- Blood Drive St George – Tim Sajewski
- Pro Laboire Dei – Tim Sajewski
- 225 club – Nick Carone
- 40 Cans for Lent – Dan Kavanaugh
- Degree Team

Round Table Chmn: St George – Tim Kavanaugh —  
 St E. Seton – N/A —  
 St Julie – Paul Lokes —  
 St Damian – Lance Bertolli —  
 St Stephens – Nick Carone —

#### Unfinished Business:

- ✦ Food for St Patrick's celebration ✦

Round Robin — Officers Comments and Suggestions

chicagokoc.com

### Closing Prayer

SWSR CHARITY 4/1/21

3/17/21

1pm ST GEORGE DRAWING



## WAIVING FIDELITY BOND - SAMPLE LETTER

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

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

## Mail to:

Village Clerk Kristin Thirion  
Village of Tinley Park  
16250 Oak Park Avenue  
Tinley Park, IL 60477

OR

## Email to:

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

Dear Clerk Thirion:

Included with the Raffle Application, the Knights of Columbus, Board submits this letter in response to the fidelity bond requirement, for the 225 CLUB DRAWING fundraising event, concluding on April 17<sup>th</sup> 2021

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

If you have any questions, please contact Nick CARONE at 774-219-7343.

Sincerely,

Name: Title: GRAND KNIGHTName: Title: FINANCIAL SECRETARY

**Brad L. Bettenhausen**

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**From:** Thomas Leeson <Thomas.Leeson@tinleyparkdistrict.org>  
**Sent:** Wednesday, March 24, 2021 9:47 AM  
**To:** Brad L. Bettenhausen  
**Subject:** RE: Impact Fees

Good Morning Brad,

Any impact fees due the Park District?

Thanks and Take Care

Tom Leeson  
Business Manager  
Tinley Park Park District  
8125 171<sup>st</sup> St  
Tinley Park, IL 60477  
tom.leeson@tinleyparkdistrict.org  
708 342 4217

*\$4,575<sup>00</sup> ✓  
84-5/-13010 Vendor 007692  
Impact fees through Feb 2021  
B 24 Mar 2021*



Dr. James M. Gay  
Superintendent

## CONSOLIDATED HIGH SCHOOL DISTRICT 230

15100 S. 94th Avenue Orland Park, Illinois 60462 708-745-5203 d230.org

March 10, 2021

Mr. Brad Bettenhausen  
Village Treasurer  
Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

Dear Mr. Bettenhausen:

Consolidated High School District 230 is requesting you submit to us a check covering the Impact Funds received since August 1, 2020 from various developers and builders under the Village of Tinley Park's Impact Fee Ordinance.

If you have any questions, please do not hesitate to contact me.

Sincerely,

John Lavelle  
Assistant Superintendent  
for Business Services

JL/cg

100<sup>00</sup>  
84 5/10 23/25 Vendor 003222  
Impact fees through Feb 2021  
24 Mar 2021

vchlist  
03/18/2021 4:06:46PM

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

Page: 1

Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126304	3/19/2021	019214 BLUE CROSS BLUE SHIELD	BCBS-DA-PPPR040121		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	227.71
			BCBS-DA-PR040121		0000ILLB1212 HEALTH INS EXP-MA 86-00-000-20430	206.08
					<b>Total :</b>	<b>433.79</b>
126305	3/19/2021	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-PPPR040121		A/C#271855-HEALTH INS-MAR PMT, 86-00-000-20430	18,548.97
			HCSVCS-PR040121		A/C#271855-HEALTH INS-MAR PMT, 86-00-000-20430	15,559.52
					<b>Total :</b>	<b>34,108.49</b>
126306	3/19/2021	002613 UNITED HEALTHCARE AARP	AARP -PPPR040121		AARP POLICE PENSION MAR PMT/ 86-00-000-20430	3,259.67
					<b>Total :</b>	<b>3,259.67</b>
<b>3 Vouchers for bank code : ap_py</b>						<b>Bank total : 37,801.95</b>

vchlist  
03/18/2021 4:06:46PM

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

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191208	3/19/2021	010955 A T & T LONG DISTANCE	827776689		CORPORATE ID931719LB TIP LINE 01-17-225-72120	38.30
					<b>Total :</b>	<b>38.30</b>
191209	3/19/2021	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 4384028017 681 01-26-024-72510	71.34
					<b>Total :</b>	<b>71.34</b>
191210	3/19/2021	002734 AIR ONE EQUIPMENT, INC	165984		METER CALIBRATION INC GAS,SEN 01-19-000-74604	498.41
					<b>Total :</b>	<b>498.41</b>
191211	3/19/2021	003166 B & J TOWING AND AUTO REPAIR	18195		SAFETY INSPECTION 01-26-023-72266 01-26-024-72266 60-00-000-72266 63-00-000-72266 64-00-000-72266	143.00 28.00 20.65 20.65 17.70
					<b>Total :</b>	<b>230.00</b>
191212	3/19/2021	010953 BATTERIES PLUS - 277	P37506246		SLA12-8F BATTERY 14-00-000-72550	140.00
					<b>Total :</b>	<b>140.00</b>
191213	3/19/2021	002974 BETTENHAUSEN CONSTRUCTION SERV 210020			TRUCK TIME FOR HAULING STONE 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	56.70 6.30 27.00 45.00 15.00
			210021		TRUCK TIME FOR HAULING SPOILS 01-26-023-72890 60-00-000-73681 63-00-000-73681 64-00-000-73681	195.00 286.65 31.85 136.50
			210022		TRUCK TIME FOR HAULING STONE 60-00-000-73860	226.80

vchlist  
03/18/2021 4:06:46PM

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

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191213	3/19/2021	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued)			
					63-00-000-73860	25.20
					64-00-000-73860	108.00
					01-26-023-73860	180.00
					70-00-000-73860	60.00
			210023		TRUCK TIME HAULING SPOILS TO	
					01-26-023-72890	75.00
					60-00-000-73681	110.25
					63-00-000-73681	12.25
					64-00-000-73681	52.50
					<b>Total :</b>	<b>1,650.00</b>
191214	3/19/2021	019214 BLUE CROSS BLUE SHIELD	BCBS-DA-AP040121		0000ILLB1212 HEALTH INS EXP-MA	
					01-26-023-72435	69.51
					01-33-300-72435	60.09
					01-26-024-72435	76.46
			BCBS-DA-PPAP040121		0000ILLB1212 HEALTH INS EXP-MA	
					01-17-205-72435	227.70
					<b>Total :</b>	<b>433.76</b>
191215	3/19/2021	014148 CALL ONE	384361		VILLAGE LANDLINE PHONE SERV (	
					01-19-000-72120	836.91
					01-12-000-72120	51.81
					01-14-000-72120	173.17
					01-15-000-72120	31.36
					01-17-205-72120	103.63
					01-19-000-72120	2,433.20
					60-00-000-72120	4,435.86
					63-00-000-72120	492.87
					64-00-000-72120	2,112.32
					01-17-205-72120	2,546.49
					01-12-000-72120	58.65
					01-14-000-72120	620.00
					01-11-000-72120	5.31
					01-12-000-72120	12.22
					01-17-205-72120	12.22
					01-19-000-72120	2.66

vchlist  
03/18/2021 4:06:46PM

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

Page: 4

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191215	3/19/2021	014148 CALL ONE	(Continued)			
					01-26-023-72120	3.19
					01-26-024-72120	3.19
					01-33-310-72120	3.19
					01-33-320-72120	3.19
					60-00-000-72120	7.97
					01-19-020-72120	15.67
					01-26-023-72120	20.45
					01-26-024-72120	20.45
					01-33-300-72120	31.36
					01-33-310-72120	31.36
					01-33-320-72120	20.45
					01-35-000-72120	20.45
					01-42-000-72120	10.91
					60-00-000-72120	65.72
					63-00-000-72120	7.29
					64-00-000-72120	31.31
					<b>Total :</b>	<b>14,224.83</b>
191216	3/19/2021	011929 CAPITAL ONE BANK (USA), N.A.	021321		****6452 ANNUAL SUBSCRIPTION IN	
					01-15-000-72720	190.00
			021721		****6452 MONTHLY SUBSCRIPTION	
					01-35-000-72720	27.72
			021821		***6452 ST. PATRICK DECOR	
					01-35-000-72923	8.97
			022021		****6452 ADOBE STOCK	
					01-35-000-72985	29.99
			022121		****6452 GOTOMEETING MONTHLY	
					01-14-000-72720	25.16
			030121		****6452 FURNITURE	
					01-35-000-72923	89.59
			030221		****6452 ICMA EVAL YOUR COMMUI	
					01-35-000-72170	149.00
			030421		****6452 CLICK'N SHIP	
					01-14-000-72110	31.00
			030521		****6452 RENEWAL MEMBERSHIP A	
					01-15-000-72720	400.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191216	3/19/2021	011929 CAPITAL ONE BANK (USA), N.A.	(Continued) 030921		****6452 ANIMAKER DASHBOARD 01-35-000-73870	35.00
			040495912360		****6452 ACCT#040495912360 SUBS 01-15-000-72720	539.88
			101047410		****6452 MEMBERSHIP RENEWAL K 01-33-300-72720	105.00
			2552727		****6452 SIMPLIFILE SYSTEM 01-14-000-72355	1,324.00
			300005215		****6452 MEMBERSHIP DUES K.KAF 01-33-300-72720	75.00
			34969		****6452 B.BETTENHAUSEN RENEV 01-15-000-72720	137.00
			8496		****6452 TRAINING 3/1-3/5/21 J.OST 01-33-300-72140	360.00
			85132		****6452 3/25/21 METRO LUNCHEOI 01-12-000-72170	15.00
					01-17-205-72170	15.00
			8617		****6452 TRAINING 3/1-3/5/21 K.KAF 01-33-300-72140	360.00
			INV01774277		**** 6452 ANNUAL SUBSCRIPTIONS 01-15-000-72720	228.00
			INV70795409		****6452 WEBINAR - 1 MONTH 01-33-320-72720	40.00
					<b>Total :</b>	<b>4,185.31</b>
191217	3/19/2021	003328 CATCHING FLUIDPOWER INC	G80586-002		200-G-BU DIXOM CAM/GROOV 2" B 01-26-023-72540	5.28
			G80586-003		DIXON CAM/GROOV GASKET 01-26-023-72530	5.28
			G80586-004		200-G-BU DIXOM CAM/GROOV D50 01-26-023-72530	-5.28
			G94398-001		PH BR PIPE FTGS AND PH AIR BRA 01-26-023-72540	19.21
					<b>Total :</b>	<b>24.49</b>
191218	3/19/2021	003243 CDW GOVERNMENT INC	9065834		<IT> - MICROSOFT LICENSING REN	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191218	3/19/2021	003243 CDW GOVERNMENT INC	(Continued)			
				VTP-018245	01-26-023-72655	1,316.99
				VTP-018245	01-12-000-72655	421.60
				VTP-018245	01-13-000-72655	421.60
				VTP-018245	01-16-000-72655	47.18
				VTP-018245	01-17-205-72655	252.53
				VTP-018245	01-17-215-72655	7.82
				VTP-018245	01-17-217-72655	7.82
				VTP-018245	01-17-220-72655	497.28
				VTP-018245	01-17-225-72655	78.75
				VTP-018245	01-19-000-72655	883.95
				VTP-018245	01-19-020-72655	63.14
				VTP-018245	01-21-000-72655	55.32
				VTP-018245	01-21-210-72655	165.67
				VTP-018245	01-26-023-72655	197.24
				VTP-018245	01-26-025-72655	118.43
				VTP-018245	01-33-300-72655	63.14
				VTP-018245	01-33-310-72655	63.14
				VTP-018245	01-33-320-72655	15.64
				VTP-018245	01-35-000-72655	55.32
				VTP-018245	60-00-000-72655	94.68
				VTP-018245	63-00-000-72655	15.64
				VTP-018245	64-00-000-72655	48.07
				VTP-018245	01-15-000-72655	523.98
				VTP-018245	01-16-000-72655	313.19
				VTP-018245	01-17-205-72655	1,684.38
				VTP-018245	01-17-215-72655	52.20
				VTP-018245	01-17-217-72655	52.20
				VTP-018245	01-17-220-72655	3,318.56
				VTP-018245	01-17-225-72655	523.98
				VTP-018245	01-19-000-72655	5,900.34
				VTP-018245	01-19-020-72655	421.60
				VTP-018245	01-21-000-72655	369.40
				VTP-018245	01-21-210-72655	1,106.19
				VTP-018245	01-11-000-72655	471.79
				VTP-018245	01-26-025-72655	788.99
				VTP-018245	01-33-300-72655	421.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191218	3/19/2021	003243 CDW GOVERNMENT INC	(Continued)			
				VTP-018245	01-33-310-72655	421.60
				VTP-018245	01-33-320-72655	104.40
				VTP-018245	01-35-000-72655	369.40
				VTP-018245	60-00-000-72655	630.39
				VTP-018245	63-00-000-72655	104.40
				VTP-018245	64-00-000-72655	337.22
				VTP-018245	01-11-000-72655	25.68
				VTP-018245	01-12-000-72655	22.85
				VTP-018245	01-13-000-72655	22.85
				VTP-018245	01-15-000-72655	28.49
				VTP-018245	01-16-000-72655	17.07
				VTP-018245	01-17-205-72655	91.38
				VTP-018245	01-17-215-72655	2.83
				VTP-018245	01-17-217-72655	2.83
				VTP-018245	01-17-220-72655	179.95
				VTP-018245	01-17-225-72655	28.49
				VTP-018245	01-19-000-72655	319.85
				VTP-018245	01-19-020-72655	22.85
				VTP-018245	01-21-000-72655	20.02
				VTP-018245	01-21-210-72655	59.95
				VTP-018245	01-26-023-72655	71.37
				VTP-018245	01-26-025-72655	42.85
				VTP-018245	01-33-300-72655	22.85
				VTP-018245	01-33-310-72655	22.85
				VTP-018245	01-33-320-72655	5.66
				VTP-018245	01-35-000-72655	20.02
				VTP-018245	60-00-000-72655	34.26
				VTP-018245	63-00-000-72655	5.66
				VTP-018245	64-00-000-72655	17.34
				VTP-018245	01-11-000-72655	1,147.86
				VTP-018245	01-12-000-72655	1,021.83
				VTP-018245	01-13-000-72655	1,021.83
				VTP-018245	01-15-000-72655	1,274.37
				VTP-018245	01-16-000-72655	763.46
				VTP-018245	01-17-205-72655	4,086.85
				VTP-018245	01-17-215-72655	126.51

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191218	3/19/2021	003243 CDW GOVERNMENT INC	(Continued)			
				VTP-018245	01-17-217-72655	126.51
				VTP-018245	01-17-220-72655	8,047.68
				VTP-018245	01-17-225-72655	1,274.37
				VTP-018245	01-19-000-72655	14,305.20
				VTP-018245	01-19-020-72655	1,021.83
				VTP-018245	01-21-000-72655	895.32
				VTP-018245	01-21-210-72655	2,681.10
				VTP-018245	01-26-023-72655	3,192.02
				VTP-018245	01-26-025-72655	1,916.67
				VTP-018245	01-33-300-72655	1,021.83
				VTP-018245	01-33-310-72655	1,021.83
				VTP-018245	01-33-320-72655	253.03
				VTP-018245	01-33-300-72655	10.04
				VTP-018245	01-33-310-72655	10.04
				VTP-018245	01-35-000-72655	8.80
				VTP-018245	60-00-000-72655	15.05
				VTP-018245	63-00-000-72655	2.49
				VTP-018245	64-00-000-72655	7.60
				VTP-018245	01-11-000-72655	70.93
				VTP-018245	01-12-000-72655	63.14
				VTP-018245	01-13-000-72655	63.14
				VTP-018245	01-15-000-72655	78.75
				VTP-018245	01-35-000-72655	895.32
				VTP-018245	60-00-000-72655	1,532.27
				VTP-018245	63-00-000-72655	253.03
				VTP-018245	64-00-000-72655	778.08
				VTP-018245	01-11-000-72655	11.28
				VTP-018245	01-12-000-72655	10.04
				VTP-018245	01-13-000-72655	10.04
				VTP-018245	01-15-000-72655	12.52
				VTP-018245	01-16-000-72655	7.50
				VTP-018245	01-17-205-72655	40.15
				VTP-018245	01-17-215-72655	1.24
				VTP-018245	01-17-217-72655	1.24
				VTP-018245	01-17-220-72655	79.06
				VTP-018245	01-17-225-72655	12.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191218	3/19/2021	003243 CDW GOVERNMENT INC	(Continued)			
				VTP-018245	01-19-000-72655	140.53
				VTP-018245	01-19-020-72655	10.04
				VTP-018245	01-21-000-72655	8.80
				VTP-018245	01-21-210-72655	26.34
				VTP-018245	01-26-023-72655	31.36
				VTP-018245	01-26-025-72655	18.83
				VTP-018245	01-33-320-72655	2.49
					<b>Total :</b>	<b>73,307.47</b>
191219	3/19/2021	015199 CHICAGO PARTS & SOUND LLC	2-0000756		HAV REPAIR UNIT 10	
			2J0002895		01-17-205-72540	75.00
					UTILITY TEXTURED PB	
			3-0044109		01-17-205-72540	499.00
					ROTOR-RR BRK & SET-RR BR PAD	
			3-0044346		01-17-205-72540	186.77
					MTR BR1475 & MTR BRRF318	
			3-0044351		01-17-205-72540	469.03
					MTR BR1475 PAD SET-RR BR	
					01-17-205-72540	68.67
					<b>Total :</b>	<b>1,298.47</b>
191220	3/19/2021	012333 CHICAGO SOUTHLAND ECON DEVCORP	0000072		CSADC INVENTOR- ASSOCIATE LE	
					01-33-320-72720	500.00
					<b>Total :</b>	<b>500.00</b>
191221	3/19/2021	013820 CINTAS CORPORATION	5055544005		MEDICINE CABINET - PD	
			5055544007		01-26-025-73117	243.87
					MEDICINE CABINET - PUMP HOUSE	
			5055544023		01-26-025-73117	69.21
					MEDICINE CABINET - PUMP HOUSE	
			5055544055		01-26-025-73117	63.15
					MEDICINE CABINET - SHOOTING R	
			5055544067		01-26-025-73117	125.65
					MEDICINE CABINET - VILLAGE HAL	
			5055544078		01-26-025-73117	191.89
					MEDICINE CABINET - PW GARAGE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191221	3/19/2021	013820 CINTAS CORPORATION	(Continued)			
			5055544096		01-26-025-73117 MEDICINE CABINET - PUBLIC SAFE 01-26-025-73117	365.70 376.66
					<b>Total :</b>	<b>1,436.13</b>
191222	3/19/2021	017298 COMCAST BUSINESS	118320313		ACCT#930890410 3/1-3/31/21 ETHE 01-14-000-72125	982.95
					<b>Total :</b>	<b>982.95</b>
191223	3/19/2021	012057 COMCAST CABLE	8771401810010702		ACCT#8771401810010702 16250 OF 01-35-000-72517	10.51
			8771401810028977		ACCT#8771401810028977 7980 183 01-26-025-72517	73.57
					<b>Total :</b>	<b>84.08</b>
191224	3/19/2021	018311 CONNECTION	71060451		LOGITECH WRLS KEYBD/MOUSE 01-26-023-72565	26.93
			71071311		DISPLAY ADAPTER 01-26-023-72565	10.77
			71071313		<IT> WORKSTATION FOR IT MANA(	
			71075124	VTP-018283	30-00-000-74128 USB 3.0 SUPERSPEED MULTI-DRIV 01-17-225-72565	1,173.43 179.19
					<b>Total :</b>	<b>1,390.32</b>
191225	3/19/2021	012826 CONSTELLATION NEWENERGY, INC.	19553712601		ACCT#875227 UTIL#5095140029 1/2 64-00-000-72510	3,971.74
			19554182201		ACCT#87522 UTIL#3613125002 1/25 64-00-000-72510	1,027.51
			19554189701		ACCT#875223 UTIL#3670129006 1/2 64-00-000-72510	495.06
					<b>Total :</b>	<b>5,494.31</b>
191226	3/19/2021	018234 CORE & MAIN LP	N852752		5-1/4X9 SCREW VB RISER 60-00-000-73630 63-00-000-73630	45.80 5.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191226	3/19/2021	018234 CORE & MAIN LP	(Continued)		64-00-000-73630	21.81
					<b>Total :</b>	<b>72.70</b>
191227	3/19/2021	016070 CR SCHMIDT INC.	3347		INSTALLTN ENGRAVED PAVERS/80'	
					01-26-025-72523	600.00
					<b>Total :</b>	<b>600.00</b>
191228	3/19/2021	019658 DISCOVERY BENEFITS LLC	0001313052-IN		FSA-MONTHLY FEB'21	
					01-12-000-72449	92.00
					<b>Total :</b>	<b>92.00</b>
191229	3/19/2021	004019 EVON'S TROPHIES & AWARDS	030321		AIR P1644 BETTY CALOMINO RETIR	
					01-17-205-72974	224.22
					<b>Total :</b>	<b>224.22</b>
191230	3/19/2021	018480 FARNSWORTH GROUP	223398		0170121.22 VTP IL PETE'S MAKET T	
					01-33-310-72847	990.00
					<b>Total :</b>	<b>990.00</b>
191231	3/19/2021	004176 FEDEX (FEDERAL EXPRESS)	7-302-24636		ACCT#6287-8595-3 SHIPPING COS	
					01-16-000-73110	394.91
					<b>Total :</b>	<b>394.91</b>
191232	3/19/2021	015058 FLEETPRIDE	70078657		OTR BRAKE CHMBR, ASA CLEVIS H	
					60-00-000-72540	81.90
					63-00-000-72540	27.30
					64-00-000-72540	46.80
			70187589		FILTER,AIR PRIMARY AND SAFETY	
					60-00-000-72540	30.30
					63-00-000-72540	10.10
					64-00-000-72540	17.32
			7028629		FILTER,HYDRAULIC SPIN-ON	
					01-26-023-72540	16.17
					60-00-000-72540	8.49
					63-00-000-72540	2.83
					64-00-000-72540	4.75

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191232	3/19/2021	015058 FLEETPRIDE	(Continued) 70329321		TF HUBCAP 01-26-024-72540	26.50
			70343961		TRANS FILTER,LUBE FILTER,AIR FI 60-00-000-72540	62.33
					63-00-000-72540	20.78
					64-00-000-72540	35.61
					<b>Total :</b>	<b>391.18</b>
191233	3/19/2021	002877 G. W. BERKHEIMER CO., INC.	834605		5251186262 20X24X2 KP-STD2-040 01-26-025-73840	147.12
					<b>Total :</b>	<b>147.12</b>
191234	3/19/2021	016889 GALLAGHER MATERIALS INC.	18455	VTP-018274	COLD PATCH 01-26-023-73780	2,910.24
					<b>Total :</b>	<b>2,910.24</b>
191235	3/19/2021	019437 GFL ENVIRONMENTAL SERVICES USA	LQ00977647		RECYCLE USED OIL 01-26-024-73535	10.50
					01-17-205-73535	15.74
					01-26-023-73535	10.49
					60-00-000-73535	5.51
					63-00-000-73535	1.84
					64-00-000-73535	3.15
					01-33-300-72540	5.25
					<b>Total :</b>	<b>52.48</b>
191236	3/19/2021	015397 GOVTEMPSUSA LLC	3688142		P.WALLRICH WEEKS OF 2/21/21 A 01-33-310-72790	4,571.92
					<b>Total :</b>	<b>4,571.92</b>
191237	3/19/2021	004438 GRAINGER	9826214406		1 GAL WHT FLOOR MAINTAINER 01-26-025-73580	24.08
			9828862400		CLEANING VINEGAR LIQUID 01-26-025-73580	24.42
			9831578951	VTP-018284	PLUG-IN UTILITY PUMP 60-00-000-73410	370.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191237	3/19/2021	004438 GRAINGER	(Continued)			
				VTP-018284	63-00-000-73410	41.14
				VTP-018284	64-00-000-73410	176.31
				VTP-018284	60-00-000-73410	40.78
				VTP-018284	63-00-000-73410	4.53
				VTP-018284	64-00-000-73410	19.42
			9832874318		GASKET SEALANT	
					60-00-000-73630	92.76
					63-00-000-73630	10.31
					64-00-000-73630	44.17
					<b>Total :</b>	<b>848.18</b>
191238	3/19/2021	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-AP040121		A/C#271855-HEALTH INS EXPENSE	
					01-16-000-72435	832.51
					01-21-210-72435	316.61
					01-26-025-72435	202.87
					60-00-000-72435	119.30
					63-00-000-72435	22.72
					64-00-000-72435	60.85
					01-26-025-72435	832.51
					01-26-023-72435	2,607.24
					01-26-024-72435	1,371.20
					01-17-205-72430	-0.16
			HCSVCS-PPAP040121		A/C#271855-HEALTH INS EXP-MAR	
					01-17-205-72435	23,639.17
					<b>Total :</b>	<b>30,004.82</b>
191239	3/19/2021	019790 HPA BORROWER 2016-1 LLC	Ref001402881		UB Refund Cst #00506063	
					60-00-000-20599	3.22
					<b>Total :</b>	<b>3.22</b>
191240	3/19/2021	018836 ILLINOIS COUNTIES RISK	RCB000000026471		2020-2021 ICRMT-PROPERTY AND	
					01-14-000-72421	61,141.50
					60-00-000-72421	9,817.58
					63-00-000-72421	9,817.58
					64-00-000-72421	3,816.98
					70-00-000-72421	2,751.36

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191240	3/19/2021	018836 ILLINOIS COUNTIES RISK	(Continued) RCB000000026809		2020-2021 ICRMT-WORKERS' COMI 01-14-000-72421 60-00-000-72421 63-00-000-72421 64-00-000-72421 70-00-000-72421	9,439.01 3,731.18 710.70 1,903.67 79.32 <b>Total : 103,208.88</b>
191241	3/19/2021	005127 INGALLS OCCUPATIONAL MEDICINE	294365		FEB'21 EMPLOYEE SCREENINGS 01-41-040-72846 01-26-025-72446	438.00 104.00 <b>Total : 542.00</b>
191242	3/19/2021	005251 J AND R SALES AND SERVICE INC.	0340425		CHAIN RAPID MICRO, GEAR ASSY 60-00-000-73410 63-00-000-73410 64-00-000-73410	37.17 4.13 17.70 <b>Total : 59.00</b>
191243	3/19/2021	011762 JOHN BURNS CONSTRUCTION CO.	2024	VTP-018279	LED STREET LIGHTING REPLACEN 30-00-000-75500	14,779.44
			2024..	VTP-018273	LED STREET LIGHTING REPLACEN 27-00-000-75500	160,055.71
			2024.1	VTP-018271	LED STREET LIGHTING REPLACEN 18-00-000-75500	98,628.89 <b>Total : 273,464.04</b>
191244	3/19/2021	014190 LEHIGH HANSON	5873949		BED/BACKFILL 70-00-000-73860 01-26-023-73860 60-00-000-73860 63-00-000-73860 64-00-000-73860	27.26 81.78 103.05 11.45 49.07 <b>Total : 272.61</b>
191245	3/19/2021	014846 LORENCE, BRUCE	040121		APR'21 OPA TRAIN STATION MAINT	

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191245	3/19/2021	014846 LORENCE, BRUCE	(Continued)		01-26-025-72530	30.00
					<b>Total :</b>	<b>30.00</b>
191246	3/19/2021	012396 LORENZEN, ALLEN	031621		REIM.EXP.RECERT CROSS CONNE	
					60-00-000-72720	11.20
					63-00-000-72720	11.20
					64-00-000-72720	9.60
					<b>Total :</b>	<b>32.00</b>
191247	3/19/2021	007100 M. E.SIMPSON COMPANY, INC	36544		WATER ASSESSMENT PROGRAM	
				VTP-018089	60-00-000-72790	13,299.00
			36548		WATER ASSESSMENT PROGRAM	
				VTP-018089	60-00-000-72790	6,678.75
					<b>Total :</b>	<b>19,977.75</b>
191248	3/19/2021	018877 MAINTSTAR INC	2753		ANNUAL SOFTWARE HOSTING FEE	
					01-33-300-72655	35,000.00
					<b>Total :</b>	<b>35,000.00</b>
191249	3/19/2021	013969 MAP AUTOMOTIVE OF CHICAGO	40-602695		BATTERY	
					01-17-205-72540	230.16
			40-602792		BRAKE PAD AND TRT ASY BR	
					01-17-205-72540	338.39
			40-603287		BRAKE PAD	
					01-17-205-72540	45.11
					<b>Total :</b>	<b>613.66</b>
191250	3/19/2021	005765 MARTIN WHALEN O.S. INC.	IN2650079		<IT> REPLACEMENT HIGH-VOLUME	
				VTP-018262	30-00-000-74133	8,345.00
			IN2650081		<IT> REPLACEMENT HIGH-VOLUME	
				VTP-018262	30-00-000-74133	8,690.00
			IN2650082		<IT> REPLACEMENT HIGH-VOLUME	
				VTP-018262	30-00-000-74133	1,132.00
					<b>Total :</b>	<b>18,167.00</b>
191251	3/19/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-99653		LUBE AND FUEL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191251	3/19/2021	012631 MASTER AUTO SUPPLY, LTD.	(Continued)			
			15030-99686		01-21-000-72540 OIL,AIR AND FUEL FILTERS	21.04
			15030-99898		01-19-000-72540 ABS MODULE	32.11
					01-17-205-72540	703.28
					<b>Total :</b>	<b>756.43</b>
191252	3/19/2021	006074 MENARDS	2124		FLEX WATER PIPE, HOSE CLAMP, I	
					60-00-000-73630	10.79
					63-00-000-73630	1.20
					64-00-000-73630	5.14
					<b>Total :</b>	<b>17.13</b>
191253	3/19/2021	012517 MERIDIAN IT INC	490347		<IT> ADD ACCESS POINT AT PD	
				VTP-018288	30-00-000-74128	775.01
					<b>Total :</b>	<b>775.01</b>
191254	3/19/2021	005746 MIDWEST TRANSIT EQUIPMENT INC.	V101011755		2021 FORD ELKHART COACH BUS	
				VTP-018012	30-00-000-74225	63,136.00
					<b>Total :</b>	<b>63,136.00</b>
191255	3/19/2021	005856 MONROE TRUCK EQUIPMENT,INC.	332757		FRONT PLOW PIN	
					01-26-023-72530	108.34
					<b>Total :</b>	<b>108.34</b>
191256	3/19/2021	017651 MSC INDUSTRIAL SUPPLY CO.	4480845001		PLOW PARTS	
					01-26-024-72540	49.04
					01-26-023-72540	150.27
					60-00-000-72540	51.49
					63-00-000-72540	17.16
					64-00-000-72540	29.42
					<b>Total :</b>	<b>297.38</b>
191257	3/19/2021	015723 NICOR	33079168366		ACCT#33079168366 METER 438535	
			49424710004		64-00-000-72511	39.93
					ACCT#49424710004 METER458175	

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191257	3/19/2021	015723 NICOR	(Continued)		01-26-025-72511	425.71
					<b>Total :</b>	<b>465.64</b>
191258	3/19/2021	006178 NORMAN'S	41734		SEWING PATCH	
					01-19-000-72974	8.00
					<b>Total :</b>	<b>8.00</b>
191259	3/19/2021	015811 NSN EMPLOYER SERVICES, INC.	5768		MANAGEMENT SVC JAN-MARCH 20	
					01-14-000-72445	515.00
					<b>Total :</b>	<b>515.00</b>
191260	3/19/2021	010135 ONSITE COMMUNICATIONS USA, INC	50758		INSTALL OF CABLE FOR 6 DISPATC	
			50920		11-00-000-72750	1,230.00
			50955		KENWOOD REMOTE SPEAKER MIC	
			50956		01-21-000-72550	325.00
			50957		CIMP TP CONV CTR FEMA/MIROW/	
			50958		30-00-000-75812	535.00
					TESUNHO 4G LTE MOBILE RADIO A	
					30-00-000-74225	365.00
					CIMP VHF ANT ON WATER TOWER	
					30-00-000-75812	2,031.50
					SVC FOR TRANSMITTORES,MOTORC	
					01-17-205-72550	953.70
					<b>Total :</b>	<b>5,440.20</b>
191261	3/19/2021	018370 ON-TARGET SOLUTIONS GRP,INC	2325	VTP-018291	EVIDENCE STORAGE AND MANAGI	
					01-17-220-72140	500.00
					<b>Total :</b>	<b>500.00</b>
191262	3/19/2021	006475 PARK ACE HARDWARE	037281/2		#891432 MAILBOX RURAL TIELITEE	
			037286/2		01-26-023-73840	15.99
			037293/2		#891432 CONCRETE MIX 10#	
			065271/1		01-26-023-73770	4.78
					ACCT#891432 INV037293/2 MAILBC	
					01-26-023-73840	11.19
					#891431 FASTENERS	

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191262	3/19/2021	006475 PARK ACE HARDWARE	(Continued)			
			065275/1		01-26-024-72540 #891432 MAILBOX, SAWZALL BLAD	2.20
					01-26-023-73410	42.37
					01-26-023-73840	15.99
			065310/1		ACCT#891432 INV#065310/1 HOOK	
					01-26-024-73110	1.53
					01-26-023-73110	3.06
					60-00-000-73110	1.93
					63-00-000-73110	0.21
					64-00-000-73110	0.93
					<b>Total :</b>	<b>100.18</b>
191263	3/19/2021	017268 PETERSON JOHNSON & MURRAY	133547		4130.0003 LEGAL SVC FOIA SVC TH	
					01-14-000-72850	10,179.00
			133548		4130.0031 LEGAL SVC TP EMINENT	
					27-00-000-72850	555.50
			133549		4130.0035 LEGAL SVC PETE'S FRE	
					01-14-000-72850	214.50
			133551		4131.0001 LEGAL SVC VTP GENER	
					01-14-000-72855	4,426.50
			133552		4160.001 LEGAL SVC VTOP PROSE	
					01-14-000-72850	7,628.00
			133566		4130.0001 LEGAL SVC VTP-GENER	
					01-14-000-72850	22,452.25
					<b>Total :</b>	<b>45,455.75</b>
191264	3/19/2021	006499 PITNEY BOWES INC	1017661379		ACCT#0012198182 10/1/20-3/31/21 I	
					01-14-000-72750	226.35
					60-00-000-72750	226.35
					<b>Total :</b>	<b>452.70</b>
191265	3/19/2021	015491 PIZZO & ASSOCIATES, LTD.	24286	VTP-017818	FAIRFILED GLEN POND RESTORAT	
					30-00-000-73681	2,339.02
					<b>Total :</b>	<b>2,339.02</b>
191266	3/19/2021	006780 POMP'S TIRE SERVICE, INC	410845626		(12) P245/55VR18 GOODYEAR TIRE	

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191266	3/19/2021	006780 POMP'S TIRE SERVICE, INC	(Continued)			
			410847022	VTP-018286	01-17-205-73560	1,693.88
			690093976	VTP-018289	(4) LT245/75R16 TRANSFORCE TIRI	
					01-17-205-73560	466.12
					TIRES -12R22.5/16 MICH - PARTS A	
					01-19-000-72570	930.50
					<b>Total :</b>	<b>3,090.50</b>
191267	3/19/2021	006635 POWER EQUIPMENT LEASING CO.	S1296		BAR FLAT,ANGLE,SCREW,WASHEP	
					01-26-024-72540	363.52
					<b>Total :</b>	<b>363.52</b>
191268	3/19/2021	019509 PRI MANAGEMENT GROUP	11809		WRITING REPORTS NIBRS STYLE (	
			11830	VTP-018292	01-17-220-72140	250.00
			11833	VTP-018292	WRITING REPORTS NIBRS STYLE (	
					01-17-220-72140	250.00
			11834	VTP-018292	WRITING REPORTS NIBRS STYLE (	
					01-17-220-72140	250.00
			11835	VTP-018292	WRITING REPORTS NIBRS STYLE (	
					01-17-220-72140	298.00
				VTP-018292	WRITING REPORTS NIBRS STYLE (	
					01-17-220-72140	596.00
					<b>Total :</b>	<b>1,644.00</b>
191269	3/19/2021	019791 PROPERTIES & MORE LLC	Ref001402882		UB Refund Cst #00499515	
					60-00-000-20599	78.59
					<b>Total :</b>	<b>78.59</b>
191270	3/19/2021	017584 RELADYNE	1332550-IN		OW-20 BULK OIL	
				VTP-018295	01-19-000-73535	489.00
					<b>Total :</b>	<b>489.00</b>
191271	3/19/2021	015423 ROY ZENERE TRUCKING &	10460		SNOW REMOVAL IN CUL-DE-SACS	
				VTP-018234	01-26-023-72785	39,971.25
				VTP-018234	08-00-000-72785	2,103.75
			10549		SNOW REMOVAL IN CUL-DE-SACS	
				VTP-018234	01-26-023-72785	13,323.75

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191271	3/19/2021	015423 ROY ZENERE TRUCKING &	(Continued)			
			10582	VTP-018234	08-00-000-72785 SNOW REMOVAL IN CUL-DE-SACS	701.25
				VTP-018234	01-26-023-72785	13,323.75
			10654	VTP-018234	08-00-000-72785 SNOW REMOVAL IN CUL-DE-SACS	701.25
				VTP-018234	01-26-023-72785	13,323.75
			10686	VTP-018234	08-00-000-72785 SNOW REMOVAL IN CUL-DE-SACS	701.25
				VTP-018234	01-26-023-72785	26,647.50
			10814	VTP-018234	08-00-000-72785 SNOW REMOVAL IN CUL-DE-SACS	1,402.50
				VTP-018234	01-26-023-72785	11,780.00
			10828	VTP-018234	08-00-000-72785 SNOW REMOVAL IN CUL-DE-SACS	620.00
				VTP-018234	01-26-023-72785	7,077.50
			10829	VTP-018234	08-00-000-72785 SNOW REMOVAL IN CUL-DE-SACS	372.50
				VTP-018234	01-26-023-72785	9,452.50
				VTP-018234	08-00-000-72785	497.50
<b>Total :</b>						<b>142,000.00</b>
191272	3/19/2021	016334 RUSH TRUCK CENTERS	3022676638		INJECTOR KIT 01-26-023-72540	282.03
<b>Total :</b>						<b>282.03</b>
191273	3/19/2021	007629 SAM'S CLUB DIRECT	030721		WATER 01-21-000-72220	3.36
			031121		VENDING SUPPLIES: SODA,COOKI 01-14-000-73115	114.24
					60-00-000-73115	11.16
					63-00-000-73115	4.78
					01-26-023-73115	15.94
					01-26-024-73115	7.96
			031521		COFFEE,SUGAR,CREAM 01-26-024-73115	29.43
					01-26-023-73115	58.86

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191273	3/19/2021	007629 SAM'S CLUB DIRECT	(Continued)		60-00-000-73115	41.20
					64-00-000-73115	17.65
					<b>Total :</b>	<b>304.58</b>
191274	3/19/2021	017378 SIKICH LLP	491313		FYE 4/30/20 AUDIT SERVICES THRI	
					01-14-000-72845	781.75
					12-00-000-72845	405.25
					60-00-000-72845	657.25
					63-00-000-72845	219.00
					64-00-000-72845	376.00
					70-00-000-72845	60.75
					16-00-000-72845	435.00
					18-00-000-72845	522.00
					20-00-000-72845	522.00
					27-00-000-72845	521.00
					<b>Total :</b>	<b>4,500.00</b>
191275	3/19/2021	012238 STAPLES BUSINESS ADVANTAGE	3470843508		GLOVES	
			3471624996		01-17-220-73600	81.10
			3471624999		HP202A INK	
					01-17-205-73110	57.79
					TAPE STAPLES, HP80A BLACK TON	
					01-17-205-73110	115.71
					<b>Total :</b>	<b>254.60</b>
191276	3/19/2021	015452 STEINER ELECTRIC COMPANY	S006844298.001		F32T8/TL941/ALTO 30 PK	
			S006844451.001		01-26-025-73570	113.10
			S006849423.001		LEV GFNT2-W, RCPT W/PLATE, MU	
					01-26-024-73570	185.37
					STEEL RACEWAY IVORYP/FT, SUPI	
					01-26-025-72552	79.21
					<b>Total :</b>	<b>377.68</b>
191277	3/19/2021	007297 SUTTON FORD INC./FLEET SALES	523769		SWITCH WINDOW	
			523781		01-17-205-72540	71.44
					COVER - WHEEL	

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191277	3/19/2021	007297 SUTTON FORD INC./FLEET SALES	(Continued)		01-26-024-72540	38.16
					<b>Total :</b>	<b>109.60</b>
191278	3/19/2021	011248 TEMPERATURE EQUIPMENT CORP.	6685848-00		PRESSURE SWITCH 01-26-025-72530	65.67
					<b>Total :</b>	<b>65.67</b>
191279	3/19/2021	018724 THE LOCKER SHOP	83090		1/4 ZIP JOB SHIRT, SHORT SLEEVE 01-19-000-73610	131.00
			83091		TACLITE PRO SHORTS 01-19-000-73610	51.00
			84213		GILDAN-DRY BLEND T-SHIRT 01-19-000-73610	28.00
			84897		TACTICAL POLO AND ADULT SHOR 01-19-000-73610	76.00
			84898		COTTON SHIRT AND CARGO PANT 01-19-000-73610	113.00
			84899		CARGO PANTS 01-19-000-73610	112.00
					<b>Total :</b>	<b>511.00</b>
191280	3/19/2021	007886 THEODORE POLYGRAPH SERVICE	7287		MARK KANE, FUAD ZAYYAD 01-41-040-72846	400.00
			7294		POLYGRAPH EXAM - J. LEONE 01-41-040-72846	200.00
			7298		POLYGRAPH EXAM - D.BENES JR 01-41-040-72846	200.00
					<b>Total :</b>	<b>800.00</b>
191281	3/19/2021	019192 TINLEY PARK CONVENTION CENTER	0217-DPF-BK047165000		BOOKING FEE 1/23-2/19/21 CONVE 01-21-000-72750	300,000.00
					<b>Total :</b>	<b>300,000.00</b>
191282	3/19/2021	012187 TOTAL AUTOMATION CONCEPTS, INC	C009576	VTP-018182	BUILDING AUTOMATION SERVICE / 01-26-025-72790	9,933.00
					<b>Total :</b>	<b>9,933.00</b>

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191283	3/19/2021	007955 TRAFFIC CONTROL & PROTECTION	106341		24"X6" 080 ALUM BLANK 3/4"RADIU 01-26-023-73840	375.00
<b>Total :</b>						<b>375.00</b>
191284	3/19/2021	013200 TRIBUNE PUBLISHING COMPANY	033028525000		CLASSIFIED LISTINGS FEB'21 01-26-025-72881 01-33-310-72330	238.09 225.00
<b>Total :</b>						<b>463.09</b>
191285	3/19/2021	008040 UNDERGROUND PIPE & VALVE CO	047654		MAIN BREAK CLAMPS	
				VTP-018285	60-00-000-73630	376.11
				VTP-018285	63-00-000-73630	41.79
				VTP-018285	64-00-000-73630	179.10
				VTP-018285	60-00-000-73630	226.17
				VTP-018285	63-00-000-73630	25.13
				VTP-018285	64-00-000-73630	107.70
			047718		UPPER STEM P3, UPPER STEM O-F	
					60-00-000-73632	141.40
					64-00-000-73632	60.60
<b>Total :</b>						<b>1,158.00</b>
191286	3/19/2021	002613 UNITED HEALTHCARE AARP	AARP-AP040121		MARCH 21 PYMT FOR APRIL 21 CO	
					01-13-000-72435	222.89
					60-00-000-72435	126.11
					01-17-205-72435	86.29
					60-00-000-72435	43.16
					01-26-025-72435	43.13
					01-17-205-72435	308.42
					60-00-000-72435	317.08
					01-26-024-72435	229.90
					01-26-023-72435	114.16
					60-00-000-72435	204.58
					01-33-300-72435	135.85
			AARP-PPAP040121		AARP POLICE PENSION MAR PMT/	
					01-17-205-72435	2,832.61
<b>Total :</b>						<b>4,664.18</b>

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191287	3/19/2021	007987 UNITED METHODIST CHURCH	040121		APRIL'21 PARKING RENTAL 70-00-000-72621	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
191288	3/19/2021	015614 UNRUH FIRE, INC.	2296		PUMP KIT 01-19-000-72540	107.14
					<b>Total :</b>	<b>107.14</b>
191289	3/19/2021	008057 USA BLUE BOOK	520311		HYDRANT FLAG 4'W/RED+WHT RE 60-00-000-73632	46.34
					<b>Total :</b>	<b>46.34</b>
191290	3/19/2021	018809 VAN SCHOUWEN, VINCE	031121		PER DIEM: LODGING,MEALS,FUELI 01-17-220-72140	759.01
					<b>Total :</b>	<b>759.01</b>
191291	3/19/2021	018250 VERIZON CONNECT NWF INC	OSV000002374437		CUST ID TINL001 02/01/2021-02/28/ 01-26-023-72790	226.66
					<b>Total :</b>	<b>226.66</b>
191292	3/19/2021	011416 VERIZON WIRELESS	9875442638		ACCT 280481333-00001 DATA 2/14- 11-00-000-72127	73.73
					01-11-000-72127	216.06
					01-12-000-72127	72.02
					01-13-000-72127	36.01
					01-15-000-72127	36.01
					01-16-000-72127	216.06
					01-17-220-72127	1,732.83
					01-17-225-72127	108.03
					01-17-205-72127	396.24
					01-19-000-72127	540.29
					01-19-020-72127	108.07
					01-21-210-72127	252.07
					01-21-000-72127	36.01
					01-26-023-72127	540.15
					01-26-025-72127	252.07
					01-33-300-72127	144.04

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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
191292	3/19/2021	011416 VERIZON WIRELESS	(Continued)			
					01-33-310-72127	144.04
					01-33-320-72127	72.02
					01-35-000-72127	108.03
					60-00-000-72127	189.06
					63-00-000-72127	189.06
					64-00-000-72127	162.05
			9875442639		ACCT 2804813333-00003 2/14-3/13/	
					01-11-000-72120	260.79
					01-12-000-72120	126.87
					01-13-000-72120	84.58
					01-14-000-72120	12.39
					01-15-000-72120	84.75
					01-16-000-72120	251.09
					01-17-205-72120	4,142.10
					01-19-000-72120	227.79
					01-19-020-72120	217.34
					01-21-000-72120	86.35
					01-21-210-72120	217.32
					01-26-023-72120	1,239.94
					01-26-024-72120	133.92
					01-26-025-72120	263.14
					01-33-300-72120	169.16
					01-33-310-72120	216.45
					01-33-320-72120	42.29
					01-35-000-72120	42.29
					60-00-000-72120	421.44
					63-00-000-72120	46.83
					64-00-000-72120	200.69
			9875444020		ACCT#285837077-00001 TELLULAR	
					01-17-205-72127	8.85
					<b>Total :</b>	<b>14,120.32</b>
191293	3/19/2021	006362 VILLAGE OF OAK LAWN	7401		IEPA HARKER BOND PAYMENT REI	
					60-00-000-73221	97,466.93
			7409		IEPA BOOSTER BOND PAYMENT RE	
					60-00-000-73221	23,878.72

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

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
191293	3/19/2021	006362	006362 VILLAGE OF OAK LAWN	(Continued)		
					<b>Total :</b>	<b>121,345.65</b>
191294	3/19/2021	010165	WAREHOUSE DIRECT WORKPL SOLTNS	4902363-0	DRY ERASE BOARD	
					01-16-000-73110	87.36
			4909319-0		CORRECTION TAPE,FOLDER,TAPE	
					01-26-024-73110	74.37
					01-26-023-73110	148.72
					60-00-000-73110	93.69
					63-00-000-73110	10.41
					64-00-000-73110	44.62
			4909473-0		DIPLOMA FRAME	
					01-26-025-73110	5.90
					<b>Total :</b>	<b>465.07</b>
191295	3/19/2021	013263	WEST SIDE TRACTOR SALES	S93757	FANGG TOOTH AND PIN	
					60-00-000-72530	49.69
					63-00-000-72530	16.09
					64-00-000-72530	28.87
					<b>Total :</b>	<b>94.65</b>
191296	3/19/2021	008226	WYMAN & COMPANY	45948	FRAMING	
					01-14-000-73870	148.50
					<b>Total :</b>	<b>148.50</b>
<b>89 Vouchers for bank code : apbank</b>						<b>Bank total : 1,329,004.26</b>

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

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**Bank code :** ipmq

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3009	3/9/2021	018837	INSURANCE PROGRAM MANAGERS GR	201221W032	PAYEE-ADVOCATE MEDICAL GROU 01-14-000-72542	87.62
					<b>Total :</b>	<b>87.62</b>
3010	3/9/2021	018837	INSURANCE PROGRAM MANAGERS GR	200115W005	PAYEE-KURTZ AMBULANCE 01-14-000-72542	533.14
					<b>Total :</b>	<b>533.14</b>
3011	3/9/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-LOYOLA UNIVERSITY MED (C 01-14-000-72542	62.78
					<b>Total :</b>	<b>62.78</b>
3012	3/9/2021	018837	INSURANCE PROGRAM MANAGERS GR	210216W028	PAYEE-ISO SERVICES INC 01-14-000-72542	11.10
					<b>Total :</b>	<b>11.10</b>
3013	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-ADVANET 01-14-000-72542	1,780.64
					<b>Total :</b>	<b>1,780.64</b>
3014	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W00	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	341.71
					<b>Total :</b>	<b>341.71</b>
3015	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	341.71
					<b>Total :</b>	<b>341.71</b>
3016	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-3	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	341.71
					<b>Total :</b>	<b>341.71</b>
3017	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	81.66
					<b>Total :</b>	<b>81.66</b>
3018	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-2	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	198.31

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

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Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3018	3/16/2021	018837	018837 INSURANCE PROGRAM MANAGERS (Continued)		<b>Total :</b>	<b>198.31</b>
3019	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201130W025		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	368.30
					<b>Total :</b>	<b>368.30</b>
3020	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201130W025-2		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	184.15
					<b>Total :</b>	<b>184.15</b>
3021	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201130W025-3		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	227.16
					<b>Total :</b>	<b>227.16</b>
3022	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201019W041-3		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	153.65
					<b>Total :</b>	<b>153.65</b>
3023	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201019W041-4		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	188.45
					<b>Total :</b>	<b>188.45</b>
3024	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201019W041-2		CLAIM #201019W041 CLAIM DATE 1 01-14-000-72542	5,216.55
					<b>Total :</b>	<b>5,216.55</b>
3025	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201019W041-3		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	373.22
					<b>Total :</b>	<b>373.22</b>
3026	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201130W025-4		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	200.97
					<b>Total :</b>	<b>200.97</b>
3027	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR 201130W025-5		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	188.45
					<b>Total :</b>	<b>188.45</b>

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

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Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3028	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-6	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	141.13
<b>Total :</b>						<b>141.13</b>
3029	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-7	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	81.66
<b>Total :</b>						<b>81.66</b>
3030	3/23/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	3,006.98
<b>Total :</b>						<b>3,006.98</b>
3031	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	333.90
<b>Total :</b>						<b>333.90</b>
3032	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	201119W024	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542 70-00-000-72542	1,048.33 1,048.33
<b>Total :</b>						<b>2,096.66</b>
3033	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	210216W028	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,307.82
<b>Total :</b>						<b>1,307.82</b>
3034	3/16/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-8	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02
<b>Total :</b>						<b>1,113.02</b>
<b>26 Vouchers for bank code : ipmq</b>						<b>Bank total : 18,962.45</b>
<b>118 Vouchers in this report</b>						<b>Total vouchers : 1,385,768.66</b>

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Voucher List  
Village of Tinley Park

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 : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126307	3/26/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000176101300		HEALTH INS-MAR PMT/APR - JUNE 86-00-000-20430	490.77
			PR000187302230		HEALTH INS-MAR PMT/APR - JUNE 86-00-000-20430	404.54
Total :						895.31
1 Vouchers for bank code : ap_py						Bank total : 895.31

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191298	3/26/2021	015868 ACROSS THE STREET PRODUCTIONS	INV07459		NEW BLUE CARD ONLINE TRAININ 01-19-000-72145	385.00
					<b>Total :</b>	<b>385.00</b>
191299	3/26/2021	002856 AIRY'S, INC	24615		WATER MAIN HIT/BREAK - 3/4/21 60-00-000-72745	806.41
					63-00-000-72745	806.41
					64-00-000-72745	691.21
					<b>Total :</b>	<b>2,304.03</b>
191300	3/26/2021	002628 AMERICAN WATER	4000209425		MARCH '21 FLAT MONTHLY FEE 64-00-000-73225	455.67
					<b>Total :</b>	<b>455.67</b>
191301	3/26/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	AP000176101300		HEALTH INS EXPENSE-MAR PMT/A 60-00-000-72435	288.57
					63-00-000-72435	54.96
					64-00-000-72435	147.24
			AP000187302230		HEALTH INS EXPENSE-MAR PMT/A 60-00-000-72435	237.86
					63-00-000-72435	45.30
					64-00-000-72435	121.37
					<b>Total :</b>	<b>895.30</b>
191302	3/26/2021	019782 ARCHITECTURAL WOODWORKING	032221	VTP-018299	80TH AVE TRAIN STATION-COUNTE 01-26-025-72520	550.00
					<b>Total :</b>	<b>550.00</b>
191303	3/26/2021	019318 ARDAGH, PAMELA	032221		REIMB FOR CAKES FOR BETTY CA 01-17-205-72974	69.51
					<b>Total :</b>	<b>69.51</b>
191304	3/26/2021	018764 B & B HOLIDAY DECORATING LLC	1183		BASE CONTRACT PAYMENT 2020 Y 01-35-000-73112	32,830.32
			1184		PMT FOR 2020 RENTAL OF C7 LIGH 01-35-000-73112	875.00
					<b>Total :</b>	<b>33,705.32</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191305	3/26/2021	010953 BATTERIES PLUS - 277	P37743162		BATTERIES 14-00-000-72550	140.00
			P37743415		BATTERIES 01-19-000-73410	62.26
Total :						202.26
191306	3/26/2021	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-20114-6	VTP-017918	POLICE DEPARTMENT SHOOTING I 01-26-025-72779	1,090.00
Total :						1,090.00
191307	3/26/2021	002974 BETTENHAUSEN CONSTRUCTION SERV	210025		HAULING STONE FROM HANSON T 01-26-023-73860	45.00
					70-00-000-73860	15.00
					60-00-000-73860	56.70
					63-00-000-73860	6.30
					64-00-000-73860	27.00
			210026		HAULING SPOILS TO CHICAGO ST. 01-26-023-72890	225.00
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
			210029		HAULING STONE FROM HANSON T 01-26-023-73860	45.00
					70-00-000-73860	15.00
					60-00-000-73860	56.70
					63-00-000-73860	6.30
					64-00-000-73860	27.00
			210030		HAULING WOOD CHIPS TO HOMEF 01-26-023-72890	350.00
Total :						1,400.00
191308	3/26/2021	010207 BISHOP, BRYAN	031721		STAND NIBRS TRAINING PER DIEM 01-17-205-72140	30.00
Total :						30.00
191309	3/26/2021	012966 BOLING, THOMAS	01-21		SHAREPOINT MONTHLY MAINT 1/1- 01-16-000-72650	2,700.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191309	3/26/2021	012966 012966 BOLING, THOMAS	(Continued)		<b>Total :</b>	<b>2,700.00</b>
191310	3/26/2021	015192 BONAREK, MELISSA	031721		STAND NIBRS TRAINING PER DIEM 01-17-205-72140	30.00
					<b>Total :</b>	<b>30.00</b>
191311	3/26/2021	019783 BONAREK, MICHAEL	100		MAILBOX MATERIALS 01-26-023-73840	187.00
					<b>Total :</b>	<b>187.00</b>
191312	3/26/2021	003148 BREMEN ANIMAL HOSPITAL, LTD	85311		YAMBO VET APPOINTMENT 01-17-220-72240	908.20
					<b>Total :</b>	<b>908.20</b>
191313	3/26/2021	011692 BYTE SIZED SOLUTIONS LLC	15006		CREATE SHIFTS, JOB TYPES, SHIF 01-19-000-72655	450.00
					<b>Total :</b>	<b>450.00</b>
191314	3/26/2021	003504 C & M PIPE & SUPPLY CO., INC	15664		BAG-TAR STRIP 1" 01-26-023-73790 64-00-000-73790	294.00 196.00
					<b>Total :</b>	<b>490.00</b>
191315	3/26/2021	003243 CDW GOVERNMENT INC	936835 9579569	VTP-018294	TRANSCEND 16GB JETFLASH (75) 01-17-225-73600 TRANSCEND 16GB JETFLASH (70) 01-17-205-73600	450.75 420.70
					<b>Total :</b>	<b>871.45</b>
191316	3/26/2021	017349 CHICAGO STREET CCDD, LLC	20180		DUMP FEES 3/8, 3/9, 3/12/21 01-26-023-72890	700.00
					<b>Total :</b>	<b>700.00</b>
191317	3/26/2021	013820 CINTAS CORPORATION	5056304702 5056304726 5056304755		FIRST AID SUPPLIES - CABINET - F 01-19-000-73115 FIRST AID SUPPLIES - CABINET - F 01-19-000-73115 FIRST AID SUPPLIES - CABINET - F	389.16 203.60

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191317	3/26/2021	013820 CINTAS CORPORATION	(Continued)			
			5056304761		01-19-000-73115 FIRST AID SUPPLIES - CABINET - F	367.70
			5056304795		01-19-000-73115 FIRST AID SUPPLIES - CABINET - F	66.54
					01-19-000-73115	231.82
					<b>Total :</b>	<b>1,258.82</b>
191318	3/26/2021	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173	
					01-19-000-72517	90.74
			8771401810784702		ACCT#8771401810784702 7825 167	
					01-19-000-72517	84.08
					<b>Total :</b>	<b>174.82</b>
191319	3/26/2021	013878 COMED - COMMONWEALTH EDISON	0385181000		TRA STA 18001 80TH AV 2/11/2021-3	
			0385440022		01-26-023-72510 ACCT#0385440022 SS BROOKSIDE	2,965.18
			0471006425		64-00-000-72510 ACCT#0471006425 19948 SILVERSI	371.39
			0637059039		01-26-024-72510 ACCT#0637059039 7950 W TIMBER	60.84
			2922039023		64-00-000-72510 ACCT#29220399023 9342 PARKWO	164.12
			4803158058		01-26-024-72510 ACCT#4803158058 0 RIDGEFIELD L	22.03
			4943163008		64-00-000-72510 ACCT#4943163008 7650 TIMBER DF	228.68
			5437131000		70-00-000-72510 ACCT#5437131000 7980 W 183RD S	21.16
			5983017013		01-26-025-72510 ACC#5983017013 19112 S 80TH AV	324.19
			6771163043		63-00-000-72510 ACCT#6771163043 87TH AV 3PS 171	237.85
					01-26-024-72510	2,881.88
					<b>Total :</b>	<b>7,277.32</b>
191320	3/26/2021	003222 CONSOLIDATED HIGH SD 230	031021		IMPACT FEES THROUGH FEB 2021	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191320	3/26/2021	003222 CONSOLIDATED HIGH SD 230	(Continued)		84-00-000-23125	100.00
					<b>Total :</b>	<b>100.00</b>
191321	3/26/2021	018234 CORE & MAIN LP	N872446		PLUMBING SUPPLIES	
				VTP-018290	60-00-000-73630	47.88
				VTP-018290	63-00-000-73630	5.32
				VTP-018290	64-00-000-73630	22.80
				VTP-018290	60-00-000-73630	40.95
				VTP-018290	63-00-000-73630	4.55
				VTP-018290	64-00-000-73630	19.50
				VTP-018290	60-00-000-73630	64.26
				VTP-018290	63-00-000-73630	7.14
				VTP-018290	64-00-000-73630	30.60
				VTP-018290	60-00-000-73630	66.15
				VTP-018290	63-00-000-73630	7.35
				VTP-018290	64-00-000-73630	31.50
				VTP-018290	60-00-000-73630	60.48
				VTP-018290	63-00-000-73630	6.72
				VTP-018290	64-00-000-73630	28.80
			N878367		BULLDOG SEAL PRESS	
					60-00-000-73410	202.78
					63-00-000-73410	22.53
					64-00-000-73410	96.57
					<b>Total :</b>	<b>765.88</b>
191322	3/26/2021	018325 DAILY SOUTHTOWN	197792300		POLICE DEPARTMENT SUN-FRIDAY	
					01-17-205-72720	33.50
					<b>Total :</b>	<b>33.50</b>
191323	3/26/2021	018576 DANMAR	19027		TERRAZZO & TILE CLEANING - 80T	
				VTP-018232	01-26-025-72525	2,250.00
					<b>Total :</b>	<b>2,250.00</b>
191324	3/26/2021	004109 EASTERN ILLINOIS UNIVERSITY	031721		IMTA 2021-2022 MEMBERSHIP - ANI	
			031721.		01-15-000-72720	55.00
					IMTA 2021-2022 MEMBERSHIP - BR	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191324	3/26/2021	004109 EASTERN ILLINOIS UNIVERSITY	(Continued)		01-15-000-72720	110.00
					<b>Total :</b>	<b>165.00</b>
191325	3/26/2021	017807 EMERGENCY VEHICLE SERVICE INC.	10571		SERVICE CALL 1/26 - HEADLIGHTS	
			12352		01-19-000-72540	285.00
					VEHICLE GENERATOR INSPECTION	
					01-19-000-72540	4,396.32
					<b>Total :</b>	<b>4,681.32</b>
191326	3/26/2021	004119 ETP LABS INC.	21-135110		COLIFORM SAMPLES	
					60-00-000-72865	400.40
					63-00-000-72865	171.60
					<b>Total :</b>	<b>572.00</b>
191327	3/26/2021	004756 FIRST MIDWEST BANK 312	031521		SAFE DEPOSIT RENTAL 132-1843	
					01-17-205-73600	137.00
					<b>Total :</b>	<b>137.00</b>
191328	3/26/2021	012291 FITZPATRICK, JOSEPH	031821		LUNCH REIMB FOR SSWWA TRAIN	
					60-00-000-72170	7.00
					63-00-000-72170	7.00
					64-00-000-72170	6.00
					<b>Total :</b>	<b>20.00</b>
191329	3/26/2021	015058 FLEETPRIDE	70426317		FILTER, SPIN ON FLOW, RADIALSE	
			70460414		01-26-023-72540	92.77
					OTR BRAKE CHAMBER	
					60-00-000-72540	39.90
					63-00-000-72540	13.30
					64-00-000-72540	22.80
			70531821		DELIVERY, AIR FILTER, FREIGHT	
					01-26-023-72540	28.14
			70533054		LAMP, DURAMOLD	
					01-26-023-72540	6.44
					<b>Total :</b>	<b>203.35</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191330	3/26/2021	019437 GFL ENVIRONMENTAL SERVICES USA	LQ00982106		DRUM ABSORBENTS, TRUCK CHAF	
					60-00-000-73535	35.82
					63-00-000-73535	11.94
					64-00-000-73535	20.46
					01-26-024-73535	68.21
					01-17-205-73535	102.33
					01-26-023-73535	68.22
					01-33-300-72540	34.11
					<b>Total :</b>	<b>341.09</b>
191331	3/26/2021	004538 GOLDY LOCKS INC	692125		DOUBLE CUT KEYS & SINGLE CUT	
					01-42-000-72540	34.20
					<b>Total :</b>	<b>34.20</b>
191332	3/26/2021	012463 HANSON AGGREGATES INC.	5874982		BED/BACKFILL 3/12/21	
					60-00-000-73860	102.75
					63-00-000-73860	11.42
					64-00-000-73860	48.93
					70-00-000-73860	27.18
					01-26-023-72860	81.55
					<b>Total :</b>	<b>271.83</b>
191333	3/26/2021	019784 HEARTLAND BUSINESS SYSTEMS LLC	432740-H	VTP-018301	ADVANCED THREAT HUNT PRODU	
					01-16-000-72650	7,440.63
					<b>Total :</b>	<b>7,440.63</b>
191334	3/26/2021	012328 HOMER INDUSTRIES	S155892		CHIPS DROP CHARGE	
					01-26-023-72890	100.00
			S155941		CHIPS DROP CHARGE	
					01-26-023-72890	100.00
					<b>Total :</b>	<b>200.00</b>
191335	3/26/2021	015600 HOWARD, KENNETH	031821		LUNCH REIMB FOR SSWWA TRAIN	
					63-00-000-72170	7.00
					64-00-000-72170	6.00
					60-00-000-72170	7.00
					<b>Total :</b>	<b>20.00</b>

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191336	3/26/2021	015545 IMAGING SYSTEMS, INC.	28921-03	VTP-018151	<IT> HYLAND ONBASE SYSTEM UP 30-00-000-74124	5,642.50
					<b>Total :</b>	<b>5,642.50</b>
191337	3/26/2021	005186 INTERSTATE BATTERY SYSTEM	296737		M-65HC	
			296957		01-17-205-72540	94.95
					SLA 1005	
					01-17-205-72540	119.75
					<b>Total :</b>	<b>214.70</b>
191338	3/26/2021	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20210228		ACTIVITY 2/28, PHONE, PEOPLE & I 01-17-225-72852	152.00
					<b>Total :</b>	<b>152.00</b>
191339	3/26/2021	013858 LOWE'S HOME CENTER, INC.	031821		MAILBOXES	
					01-26-023-73840	334.95
					<b>Total :</b>	<b>334.95</b>
191340	3/26/2021	003440 M. COOPER WINSUPPLY CO.	03303601		5LB BAG LEAD WOOL	
					60-00-000-73630	25.59
					63-00-000-73630	2.84
					64-00-000-73630	12.19
					<b>Total :</b>	<b>40.62</b>
191341	3/26/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-100464		BWD R3177	
			15030-100511		01-26-023-72540	18.54
					AVM D4514 - LIFT SUPPORT (UNIT : 01-26-024-72540	37.78
					<b>Total :</b>	<b>56.32</b>
191342	3/26/2021	006074 MENARDS	1834		4 AMP 3 PORT DC ASST, 2 PORT U:	
			2465		01-19-000-73870	35.96
			2527		SCREWDRIVER, MOUNT	
					01-26-023-73840	78.83
					5' LEADER HOSE, SLOTTED SUMP	
					60-00-000-72520	13.00
					63-00-000-72520	13.00

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191342	3/26/2021	006074 MENARDS	(Continued)		64-00-000-72520	11.13
					<b>Total :</b>	<b>151.92</b>
191343	3/26/2021	015723 NICOR	81423710003		ACCT#81423710003 METER 283161	
					01-26-025-72511	108.55
					<b>Total :</b>	<b>108.55</b>
191344	3/26/2021	006178 NORMAN'S	03122021		P.D. UNIFORM CLEANING	
					01-17-205-73610	118.50
					<b>Total :</b>	<b>118.50</b>
191345	3/26/2021	006221 NORTHERN SAFETY CO. INC.	904340959		EARPLUGS, GLOVES, SHERPA BLA	
					60-00-000-73845	69.96
					63-00-000-73845	7.77
					64-00-000-73845	33.32
					01-26-023-73845	111.06
					01-26-024-73845	55.53
			904344030		GLOVES, VEST	
					01-26-023-73845	241.30
					<b>Total :</b>	<b>518.94</b>
191346	3/26/2021	018686 NUNEZ, CHRISTINA	032021		STAND NIBRS TRAINING PER DIEM	
					01-17-205-72140	153.61
					<b>Total :</b>	<b>153.61</b>
191347	3/26/2021	013096 PACE SYSTEMS INC	IN00035523	VTP-018221	80TH TRAIN STATION - CAMERA RE	
					01-26-025-72552	1,385.00
					<b>Total :</b>	<b>1,385.00</b>
191348	3/26/2021	006475 PARK ACE HARDWARE	037325/2		#891432 XL-FH DECK 8X2 1/2	
			065328/1		01-26-023-73840	7.98
			065335/1		MAILBOX	
					01-26-023-73840	43.99
					FASTENERS, KEY SET	
					01-26-023-73410	5.39
			37300/2		BRASS HOSE, WASHR HOSE RUBE	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191348	3/26/2021	006475 PARK ACE HARDWARE	(Continued)			
			65301/1		01-19-000-72524 EXCHANGE LP TANK	35.57
			65324/1		01-19-000-73540 FILTER BAG SV10-14GAL	39.98
					60-00-000-72520	5.60
					63-00-000-72520	5.60
					64-00-000-72520	4.79
			65327/1		BAGS, SPONGES, DISINFECTANT, C	
					01-19-000-73585	614.51
					01-19-000-73580	751.85
					<b>Total :</b>	<b>1,515.26</b>
191349	3/26/2021	017268 PETERSON JOHNSON & MURRAY	133567		4130.0043 - ELECTORAL BOARD TH	
					01-14-000-72850	13,833.35
					<b>Total :</b>	<b>13,833.35</b>
191350	3/26/2021	017367 POLICE CHIEFS OF WILL COUNTY	031621		2021 ANNUAL FEE - WILL/GRUNDY	
					01-17-205-72720	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
191351	3/26/2021	006780 POMP'S TIRE SERVICE, INC	690094334		ROAD SERVICE	
					01-19-000-72570	317.50
					<b>Total :</b>	<b>317.50</b>
191352	3/26/2021	006509 POULOS, TIMOTHY	031221		PER DIEM: LUNCH 3/22-3/26/21 AUF	
			031921		01-17-205-72140	75.00
					STAND NIBRS TRAINING PER DIEM	
					01-17-205-72140	30.00
					<b>Total :</b>	<b>105.00</b>
191353	3/26/2021	013587 PROSHRED SECURITY	990080744		SHREDDING SERVICES - PD	
					01-17-205-72750	169.60
					<b>Total :</b>	<b>169.60</b>
191354	3/26/2021	016940 RADTKE, DANIELLE	031721		STAND NIBRS TRAINING LUNCH &	
					01-17-205-72140	147.70

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191354	3/26/2021	016940 016940 RADTKE, DANIELLE	(Continued)		<b>Total :</b>	<b>147.70</b>
191355	3/26/2021	014412 RAINS, SCOTT	032221		POLICE CANINE - DOG FOOD REIM 01-17-220-72240	56.99
					<b>Total :</b>	<b>56.99</b>
191356	3/26/2021	006361 RAY O' HERRON CO INC	2096200-IN		UNIFORMS 01-17-220-73610	39.14
			2096996-IN		UNIFORMS 01-17-220-73610	1,835.88
			2096999-IN		UNIFORMS 01-17-220-73610	1,665.69
					<b>Total :</b>	<b>3,540.71</b>
191357	3/26/2021	017584 RELADYNE	1333385-IN		AFL API CERTIFIED DEF DR 01-19-000-73540	185.00
					<b>Total :</b>	<b>185.00</b>
191358	3/26/2021	006974 RINGHOFER, WILLIAM	031821		HEALTH INSURANCE REIMB - MAR 01-17-205-72435	642.50
					<b>Total :</b>	<b>642.50</b>
191359	3/26/2021	007629 SAM'S CLUB DIRECT	031821		POP, COOKIES 01-26-023-73115	57.52
			032321		BLEACH, COOKIES, DECAF COFF, 01-14-000-73115	9.38
					01-26-023-73115	19.92
					01-26-024-73115	9.96
					60-00-000-73115	13.94
					64-00-000-73115	5.98
					01-26-025-73580	98.86
					<b>Total :</b>	<b>215.56</b>
191360	3/26/2021	018104 SBA STEEL,LLC	IN14057287		TOWER SITE RENT #IL46494-A-03 / 60-00-000-72631	191.44
					63-00-000-72631	191.44
					64-00-000-72631	191.44
					01-17-205-72631	382.90

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191360	3/26/2021	018104 SBA STEEL,LLC	(Continued)		01-19-000-72631	319.07
					<b>Total :</b>	<b>1,276.29</b>
191361	3/26/2021	015405 SSACOP	032421		SSACOP 2021 DUES - MATT WALSH	
					01-17-205-72720	75.00
					<b>Total :</b>	<b>75.00</b>
191362	3/26/2021	012238 STAPLES BUSINESS ADVANTAGE	3472085347		BOXES, BINDERS, PENDAFLEX, LE	
					01-17-205-73110	367.78
			3472085349		SHARPIES, HIGHLIGHTERS, POUCH	
					01-17-205-73110	50.34
					<b>Total :</b>	<b>418.12</b>
191363	3/26/2021	015452 STEINER ELECTRIC COMPANY	S006854377.001		ARL LV1 LOW VOLTAGE MTG BRAC	
					01-26-025-72520	6.43
			S006854947.001		MIDGET FUSE, BCAP	
					01-26-024-73570	722.99
			S006855389.001		LAMP	
					01-26-024-73570	47.52
					<b>Total :</b>	<b>776.94</b>
191364	3/26/2021	007205 SUBURBAN LABORATORIES INC.	181765		DISINFECTANT BYPRODUCTS	
					60-00-000-72865	518.00
					63-00-000-72865	222.00
					<b>Total :</b>	<b>740.00</b>
191365	3/26/2021	018291 SUPERIOR PUMPING SERV,LLC	2476		TECHNICIAN HOURS FOR POST 6	
					64-00-000-72525	1,084.90
					<b>Total :</b>	<b>1,084.90</b>
191366	3/26/2021	007297 SUTTON FORD INC./FLEET SALES	523990		PATS KEYS (NEW BUS)	
					01-42-000-72540	134.22
					<b>Total :</b>	<b>134.22</b>
191367	3/26/2021	007783 TENCZA, STANLEY	031721		STAND NIBRS TRAINING PER DIEM	
					01-17-205-72140	30.00

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191367	3/26/2021	007783 007783 TENCZA, STANLEY	(Continued)		<b>Total :</b>	<b>30.00</b>
191368	3/26/2021	004400 THE GORMAN GROUP, LTD.	031921		APPRAISAL SERVICES - 17368 68TI 27-00-000-72790	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
191369	3/26/2021	018724 THE LOCKER SHOP	84900		T-SHIRTS, COTTON SHIRT, CARGO 01-19-000-73610	168.00
					<b>Total :</b>	<b>168.00</b>
191370	3/26/2021	007777 THOMPSON ELEVATOR INSPECTION	21-0729		1 SEMI- ANNUAL ELEV INSPECT & 01-33-300-72853	76.00
					<b>Total :</b>	<b>76.00</b>
191371	3/26/2021	007692 TINLEY PARK PARK DISTRICT	032421		IMPACT FEES THROUGH FEB 2021 84-00-000-23010	4,575.00
					<b>Total :</b>	<b>4,575.00</b>
191372	3/26/2021	004106 TYLER TECHNOLOGIES, INC	025-327150		INCODE COURT ANNUAL FEES 5/0 01-17-205-72655	1,934.78
					<b>Total :</b>	<b>1,934.78</b>
191373	3/26/2021	002165 ULINE, INC	131099741		DISINFECTING WIPES 01-17-205-73600	206.13
					<b>Total :</b>	<b>206.13</b>
191374	3/26/2021	008040 UNDERGROUND PIPE & VALVE CO	047640-01		6"X12" ALL SS REPAIR CLAMP 60-00-000-73630	93.87
					63-00-000-73630	10.43
					64-00-000-73630	44.70
			47467-01		MAIN BREAK CLAMPS	
				VTP-018270	60-00-000-73630	264.60
				VTP-018270	63-00-000-73630	29.40
				VTP-018270	64-00-000-73630	126.00
			47654-01		MAIN BREAK CLAMPS	
				VTP-018285	60-00-000-73630	150.57
				VTP-018285	63-00-000-73630	16.73
				VTP-018285	64-00-000-73630	71.70

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191374	3/26/2021	008040 008040 UNDERGROUND PIPE & VALVE CO (Continued)				<b>Total : 808.00</b>
191375	3/26/2021	010579 UNIVERSITY OF ILLINOIS	UPI10287		POLICE FIREARMS INSTRUCT - RE 01-17-220-72140	573.00
					<b>Total :</b>	<b>573.00</b>
191376	3/26/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS 4912806-0			FOLDER, PEN 01-26-023-73110 60-00-000-73110 63-00-000-73110 64-00-000-73110 01-26-024-73110	23.95 15.08 1.68 7.18 11.98
					<b>Total :</b>	<b>59.87</b>
191377	3/26/2021	011055 WARREN OIL CO.	W1377584		N.L. GAS USED 3/2/21-3/17/21 01-19-000-73530 01-19-020-73530 01-21-000-73530 60-00-000-73530 63-00-000-73530 64-00-000-73530 01-26-023-73530 01-26-024-73530 01-33-300-73530 01-12-000-73530 01-14-000-73531 01-42-000-73530 01-17-205-73530	614.08 136.84 1,312.41 1,126.70 281.68 603.59 1,918.49 503.07 213.71 167.28 1,846.53 399.75 11,272.29
					<b>Total :</b>	<b>20,396.42</b>
191378	3/26/2021	019793 WINDOW WORLD OF JOLIET	032321		REFUND FOR OVERPMT ON CONT 01-14-000-79010	50.00
					<b>Total :</b>	<b>50.00</b>
<b>81 Vouchers for bank code : apbank</b>						<b>Bank total : 140,359.95</b>

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3035	3/23/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ELECTROSTIM MEDCL SVC 01-14-000-72542	229.42
Total :						229.42
3036	3/23/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	892.19
Total :						892.19
3037	3/23/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-LOYOLA UNIVERSITY MED (C 01-14-000-72542	113.20
Total :						113.20
3038	3/23/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-3	PAYEE-LOYOLA UNIVERSITY MED (C 01-14-000-72542	239.66
Total :						239.66
3039	3/23/2021	018837	INSURANCE PROGRAM MANAGERS GR	201119W024	PAYEE-PRIMARY HEALTHCARE ASSESS 01-14-000-72542 70-00-000-72542	106.43 106.42
Total :						212.85
3040	3/23/2021	018837	INSURANCE PROGRAM MANAGERS GR	210107W018	PAYEE-ZOFIA AUGUSTYNEK 01-14-000-72542	4,734.00
Total :						4,734.00
6 Vouchers for bank code : ipmq						Bank total : 6,421.32
88 Vouchers in this report						Total vouchers : 147,676.58

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
191379	3/29/2021	006507 POSTMASTER, U. S. POST OFFICE	032921		PERMIT#6 VEHICLE STICKER 2021 06-00-000-72110	8,407.73
					<b>Total :</b>	<b>8,407.73</b>
191381	3/31/2021	019658 DISCOVERY BENEFITS LLC	033121		ADDL FLEXIBLE SPENDING RESER 84-00-000-20199	6,707.46
					<b>Total :</b>	<b>6,707.46</b>
191383	4/2/2021	019563 AEP ENERGY INC	3013134259		ACCT#3013134259 4623055116 196 01-26-024-72510 08-00-000-72510	10,355.04 151.98
					<b>Total :</b>	<b>10,507.02</b>
191384	4/2/2021	015759 ALLIED 100 LLC	1865133	VTP-018277	2010000010201 1010-T ~ 01-17-220-74142	2,419.50
					<b>Total :</b>	<b>2,419.50</b>
191385	4/2/2021	002628 AMERICAN WATER	040121		MAR'21 SEWER TREATMENT BROC 64-00-000-73225	46,526.40
					<b>Total :</b>	<b>46,526.40</b>
191386	4/2/2021	002665 APPLE CHEVROLET	346093		VENT 01-21-000-72540	52.62
			346099		HARNESS 01-21-000-72540	29.28
			346105		CAP, #675 EMA 01-21-000-72540	50.96
					<b>Total :</b>	<b>132.86</b>
191387	4/2/2021	018219 AXON ENTERPRISE, INC.	SI-1725385	VTP-018302	22010 PERFORMANCE POWER MA 01-17-220-73760	852.72
					<b>Total :</b>	<b>852.72</b>
191388	4/2/2021	018764 B & B HOLIDAY DECORATING LLC	1515		2020 CONTRACT PURCHASE OF LI 01-35-000-73112	2,249.74
					<b>Total :</b>	<b>2,249.74</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
191389	4/2/2021	010953 BATTERIES PLUS - 277	P37457859		DURACELL 6V LEAD BATTERY	
			P38168216		01-26-025-73570	31.98
					SLA12-7F BATTERY	
					14-00-000-72550	140.00
					<b>Total :</b>	<b>171.98</b>
191390	4/2/2021	018807 BAXTER & WOODMAN INC	0221689		190816.60 LAGRANGE RD UTILITY	
					62-00-000-72840	650.00
					<b>Total :</b>	<b>650.00</b>
191391	4/2/2021	015212 BETTENHAUSEN AUTOMOTIVE	126587		CLOCKSPRING 08015001	
					60-00-000-72540	187.81
					63-00-000-72540	62.61
					64-00-000-72540	107.33
			126701		AC AND AA FILTERS	
					01-17-205-72540	105.00
					<b>Total :</b>	<b>462.75</b>
191392	4/2/2021	002974 BETTENHAUSEN CONSTRUCTION SERV	210031		TRUCK TIME FOR HAULING SWEEI	
					01-26-023-73681	165.00
					60-00-000-73681	242.55
					63-00-000-73681	26.95
					64-00-000-73681	115.50
			210032		TRUCK TIME FOR LIMESTONE DEL	
					01-26-023-73860	90.00
					70-00-000-73860	30.00
					60-00-000-73860	113.40
					63-00-000-73860	12.60
					64-00-000-73860	54.00
					<b>Total :</b>	<b>850.00</b>
191393	4/2/2021	018503 CARDNO INC	308581	VTP-017850	NATURALIZED STORMWATER MAIN	
					65-00-000-72591	2,932.41
					<b>Total :</b>	<b>2,932.41</b>
191394	4/2/2021	003396 CASE LOTS INC	3812		CAN LINERS	
					01-26-025-73580	496.20

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191394	4/2/2021	003396 CASE LOTS INC	(Continued) 3813		CANLINER AND TOILET PAPER 01-26-025-73580	349.30
			3815		PAPER TOWELS 01-26-025-73580	302.80
					<b>Total :</b>	<b>1,148.30</b>
191395	4/2/2021	003229 CED/EFENGEE	5025-1000256		3M TAPE & RED CODING TAPE 01-26-024-73570	125.89
			5025-1000554		2 LAMP ELEC BLST MV 01-26-025-73570	26.54
			5025-1000664		RED PLASTIC ANCHOR KIT 60-00-000-73840	19.30
					63-00-000-73840	6.43
					64-00-000-73840	11.03
					<b>Total :</b>	<b>189.19</b>
191396	4/2/2021	015199 CHICAGO PARTS & SOUND LLC	3-0044395		PAD SET -RR BR AND ROTOR FRT I 01-17-205-72540	537.70
					<b>Total :</b>	<b>537.70</b>
191397	4/2/2021	003606 CHICAGO SOUTHLAND CONV. V B	0321		FEB LIAB MAR COLL HOTEL ACCOM 12-00-000-79107	14,719.98
					<b>Total :</b>	<b>14,719.98</b>
191398	4/2/2021	013820 CINTAS CORPORATION	4078179037		MATS - POLICE DEPT 01-26-025-72790	89.31
			4079455031		MATS - PD 01-26-025-72790	89.31
			4079592096		MATS - VILLAGE HALL 01-26-025-72790	97.83
					<b>Total :</b>	<b>276.45</b>
191399	4/2/2021	013892 COMED	6771163052		ACCT#6771163052 RT25 TRAFFIC S 01-26-024-72510	1,694.60
					<b>Total :</b>	<b>1,694.60</b>

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191400	4/2/2021	013878 COMED - COMMONWEALTH EDISON	0052035006		ACCT#0052035006 6720 SOUTH ST 01-26-025-72510	1,335.52
			0363058226		ACCT#0363058226 9340 W 179TH S 01-26-024-72510	109.53
			0369095018		ACCT#0369095018 6761 N ST 2/22- 01-26-023-72510	624.83
			0421064066		ACCT#0421064066 LAPORTE RD & 64-00-000-72510	277.98
			0519019106		ACCT#0519019106 METER 2721503 12-00-000-72510	5.38
			0522112018		ACCT#0522112018 17048 OPA 2/22- 01-26-024-72510	35.54
			1222218001		ACCT#1222218001 1 E OAK PK NO 70-00-000-72510	76.59
			1224165129		ACCT#1224165129 7053 W 183RD S 01-26-024-72510	226.09
			2587063010		ACCT#2587063010 17311 OPA 2/22- 12-00-000-72510	20.19
			2761036017		ACCT#2671036017 8317 AMBERLY 01-26-024-72510	47.51
			3784064010		ACCT#3784064010 16301 CENTRAL 60-00-000-72510	119.46
			4329016037		63-00-000-72510 ACCT#4329016037 17238 OPA 2/22- 12-00-000-72510	119.45
			7063131025		ACCT#7063131025 7813 174TH ST 64-00-000-72510	25.05
			7090006006		ACCT#7090006006 17231 OPA 2/22- 12-00-000-72510	50.98
			7398024011		ACCT#7398024011 7000 W 183RD S 01-26-024-72510	20.19
					<b>Total :</b>	<b>3,144.68</b>
191401	4/2/2021	019795 CONNEY SAFETY PRODUCTS, LLC	05963745		GLV CRDV ST WT JERSEY KNIT 01-26-023-73845	27.59
					60-00-000-73845	17.38
					63-00-000-73845	1.93

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191401	4/2/2021	019795 CONNEY SAFETY PRODUCTS, LLC	(Continued)		64-00-000-73845	8.28
					01-26-024-73845	13.79
					<b>Total :</b>	<b>68.97</b>
191402	4/2/2021	012410 CONSERV FS, INC.	66042115		DRAIN SPADE DD30CB	
					01-26-023-73410	36.99
					<b>Total :</b>	<b>36.99</b>
191403	4/2/2021	018234 CORE & MAIN LP	N915311		NEW 2" & 3" METER FOR BRIXMOR	
				VTP-018305	60-00-000-74175	1,004.50
				VTP-018305	64-00-000-74175	430.50
				VTP-018305	60-00-000-74175	1,275.40
				VTP-018305	64-00-000-74175	546.60
				VTP-018305	60-00-000-74175	65.80
				VTP-018305	64-00-000-74175	28.20
				VTP-018305	60-00-000-74175	17.49
				VTP-018305	64-00-000-74175	7.50
			N926431		PENTAGON KEY	
					60-00-000-73410	243.94
					63-00-000-73410	27.10
					64-00-000-73410	116.17
					<b>Total :</b>	<b>3,763.20</b>
191404	4/2/2021	004109 EASTERN ILLINOIS UNIVERSITY	031721..		IMTA 2021-2022 MEMBERSHIP - EIL	
					01-15-000-72720	55.00
					<b>Total :</b>	<b>55.00</b>
191405	4/2/2021	004111 EJ USA. INC	110210015594		HYDRANT REPAIR PARTS	
				VTP-018296	60-00-000-75710	313.10
				VTP-018296	64-00-000-75710	134.18
				VTP-018296	60-00-000-75710	123.20
				VTP-018296	64-00-000-75710	52.80
				VTP-018296	60-00-000-75710	7.84
				VTP-018296	64-00-000-75710	3.36
				VTP-018296	60-00-000-75710	36.75
				VTP-018296	64-00-000-75710	15.75

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191405	4/2/2021	004111 EJ USA. INC	(Continued)			
				VTP-018296	60-00-000-75710	1,862.67
				VTP-018296	64-00-000-75710	798.25
			110210015594.		PLUMBING SUPPLIES	
				VTP-018293	60-00-000-73630	4.44
				VTP-018293	63-00-000-73630	0.49
				VTP-018293	64-00-000-73630	2.11
				VTP-018293	60-00-000-73630	24.41
				VTP-018293	63-00-000-73630	2.69
				VTP-018293	64-00-000-73630	11.60
				VTP-018293	60-00-000-73630	53.13
				VTP-018293	63-00-000-73630	5.86
				VTP-018293	64-00-000-73630	25.25
				VTP-018293	60-00-000-73630	50.82
				VTP-018293	63-00-000-73630	5.61
				VTP-018293	64-00-000-73630	24.15
				VTP-018293	60-00-000-73630	30.80
				VTP-018293	63-00-000-73630	3.40
				VTP-018293	64-00-000-73630	14.64
				VTP-018293	60-00-000-73630	202.58
				VTP-018293	63-00-000-73630	22.36
				VTP-018293	64-00-000-73630	96.26
				VTP-018293	60-00-000-73630	193.96
				VTP-018293	63-00-000-73630	21.41
				VTP-018293	64-00-000-73630	92.17
				VTP-018293	60-00-000-73630	210.19
				VTP-018293	63-00-000-73630	23.20
				VTP-018293	64-00-000-73630	99.89
				VTP-018293	60-00-000-73630	110.37
				VTP-018293	63-00-000-73630	12.18
				VTP-018293	64-00-000-73630	52.45
			110210015864		BRKFLG REP KIT-BLK	
					60-00-000-73632	234.82
					64-00-000-73632	100.64
					<b>Total :</b>	<b>5,079.78</b>
191406	4/2/2021	015058 FLEETPRIDE	70460385		LUBE SPIN	

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191406	4/2/2021	015058 FLEETPRIDE	(Continued)			
			70807290		01-21-000-72540	13.60
					LUBE FILTER,AIR FILTER,HD AIR ,F	
					01-26-023-72540	137.98
					<b>Total :</b>	<b>151.58</b>
191407	4/2/2021	019329 FLOW-TECHNICS, INC	INV000008675		PUMP INSPECTIONS FOR POST 1 /	
				VTP-018186	60-00-000-72750	367.50
				VTP-018186	63-00-000-72750	367.50
				VTP-018186	64-00-000-72750	315.00
					<b>Total :</b>	<b>1,050.00</b>
191408	4/2/2021	002877 G. W. BERKHEIMER CO., INC.	785747		WARRANTY PUMP	
			791382		01-26-025-72520	676.82
					WARRANTY FOR PUMP	
			841542		01-26-025-72520	676.82
					5251123101 20X20X2 KP-STD2-000	
			864308		01-26-025-72530	55.32
					CREDIT FOR PUMP WARRANTY	
			864426		01-26-025-72520	-676.82
					PUMP WARRANTY CREDIT	
					01-26-025-72520	-676.82
					<b>Total :</b>	<b>55.32</b>
191409	4/2/2021	004369 GALLAGHER & HENRY BUILDERS	030221		REFUND FROM GRADE DEPOSIT 1	
			030221.		84-00-000-20552	500.00
					REFUND FROM GRADE DEPOSIT F	
					84-00-000-20552	500.00
					<b>Total :</b>	<b>1,000.00</b>
191410	4/2/2021	000841 GLOBAL EQUIPMENT CO INC	117429830		BANNER STAKES	
				VTP-018300	60-00-000-73845	122.44
				VTP-018300	63-00-000-73845	13.60
				VTP-018300	64-00-000-73845	58.32
			117442695		BANNER STAKES	
				VTP-018300	60-00-000-73845	15.85
				VTP-018300	63-00-000-73845	1.76

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191410	4/2/2021	000841 GLOBAL EQUIPMENT CO INC	(Continued)			
				VTP-018300	64-00-000-73845	7.55
				VTP-018300	60-00-000-73845	179.10
				VTP-018300	63-00-000-73845	19.89
				VTP-018300	64-00-000-73845	85.31
				VTP-018300	60-00-000-73845	49.30
				VTP-018300	63-00-000-73845	5.47
				VTP-018300	64-00-000-73845	23.49
					60-00-000-73845	62.37
					63-00-000-73845	6.93
					64-00-000-73845	29.70
					<b>Total :</b>	<b>681.08</b>
191411	4/2/2021	004538 GOLDY LOCKS INC	692362		SINGLE CUT DUPLICATE KEY	
					60-00-000-73840	4.65
					63-00-000-73840	1.55
					64-00-000-73840	2.65
					<b>Total :</b>	<b>8.85</b>
191412	4/2/2021	015397 GOVTEMPSUSA LLC	3696499		P.WALLRICH WEEKS OF 3/7/21 AN	
					01-33-310-72790	5,191.83
					<b>Total :</b>	<b>5,191.83</b>
191413	4/2/2021	004438 GRAINGER	9601113799		12FT STRAIGHT LADDER	
					60-00-000-73845	149.81
					63-00-000-73845	16.65
					64-00-000-73845	71.34
			9793423782		ABSORB SOCK, OIL-BASED LIQUID	
					01-26-025-73870	106.72
			9842805914		FULL BODY HARNESS, SHOCK ABS	
					01-26-023-73845	219.41
			9845682062		ALUMINUM TRASH GRABBER	
					01-26-023-73845	255.60
			9845932723		NONSPIKE FLARES	
					01-19-000-72140	175.87
					<b>Total :</b>	<b>995.40</b>

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191414	4/2/2021	012463 HANSON AGGREGATES INC.	5874183		BED/BACKFILL 3/09/21 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	410.66 45.63 195.56 325.92 108.64
			5875459		BED/BACKFILL 3/16/21 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	102.41 11.39 48.75 81.28 27.09
			5875717		GRADE8 STONE ,BED/BACKFILL 70-00-000-73860 01-26-023-73860 60-00-000-73860 63-00-000-73860 64-00-000-73860	72.00 215.99 272.14 30.24 129.58
<b>Total :</b>						<b>2,077.28</b>
191415	4/2/2021	019784 HEARTLAND BUSINESS SYSTEMS LLC	433710-H	VTP-018298	PROFESSIONAL SERVICE T&M LAE 01-16-000-72650	1,903.13
<b>Total :</b>						<b>1,903.13</b>
191416	4/2/2021	017373 HEARTLINE FITNESS SYSTEMS	127219		TESTING AND CLEAN CARDIOVASC 01-17-205-72530	195.00
<b>Total :</b>						<b>195.00</b>
191417	4/2/2021	001487 HOMEWOOD DISPOSAL SERVICE	7333607		HWD TSF SWEEPINGS TKT#09147 01-26-023-72890	583.00
<b>Total :</b>						<b>583.00</b>
191418	4/2/2021	018557 IES DRILLING SUPPLY	35861	VTP-018311	AQUA GEL GOLD SEAL 01-26-023-73770	1,234.00
<b>Total :</b>						<b>1,234.00</b>
191419	4/2/2021	005160 ILLINOIS STATE POLICE	CC04004		CC4004 TINLEY FINGERPRINT VILL	

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191419	4/2/2021	005160 ILLINOIS STATE POLICE	(Continued)		01-14-000-72848	56.50
					<b>Total :</b>	<b>56.50</b>
191420	4/2/2021	019775 INTEGRAL CONSTRUCTION INC	001REV	VTP-018272	FREEDOM POND LANDSCAPE ENH- 16-00-000-75315	54,692.00
					<b>Total :</b>	<b>54,692.00</b>
191421	4/2/2021	005186 INTERSTATE BATTERY SYSTEM	297616		BLEM BATTERY 01-14-000-72540	45.95
					<b>Total :</b>	<b>45.95</b>
191422	4/2/2021	013858 LOWE'S HOME CENTER, INC.	032421		STNDRD BLKSTEEL MAILBOX, MAIL 01-26-023-73840	446.18
					<b>Total :</b>	<b>446.18</b>
191423	4/2/2021	013969 MAP AUTOMOTIVE OF CHICAGO	40-599858		CORE CHARGE CREDIT 01-17-205-72540	-33.00
			40-603930		ADJUSTMENT BUYOUT 01-17-205-72540	-15.00
			40-604207		CORE CHARGE CREDIT 01-17-205-72540	-22.00
			40-604695		BATTERY 01-17-205-72540	345.24
					<b>Total :</b>	<b>275.24</b>
191424	4/2/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-100254		AIR DOOR ACTUATOR 01-21-000-72540	36.90
			15030-100272		CONTROL ARM,SWAY BAR LINKS,E 01-21-000-72540	119.49
			15030-100297		SWAY BAR BUSHING KIT 01-21-000-72540	7.33
			15030-100362		SWAY BAR LINKS 01-21-000-72540	41.92
			15030-100468		OE TYPE 02 SENSOR 01-17-205-72540	62.37
			15030-100513		STAB BAR BUSHING KIT,ABS MODL	

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191424	4/2/2021	012631 MASTER AUTO SUPPLY, LTD.	(Continued)			
			15030-100547		01-17-205-72540 BRAKE PADS, PAINTED ROTAR--LG	-793.95
					60-00-000-72540	35.94
					63-00-000-72540	11.98
					64-00-000-72540	20.54
					01-26-023-72540	68.46
			15030-100573		OXYGEN SENSOR	
					01-17-205-72540	51.20
			15030-100639		BRAKE PADS---LGAA	
					01-26-023-72540	55.70
			15030-100700		PRESSURE HOSE	
					01-17-205-72540	70.93
			15030-100711		CVR GASKET	
					01-26-023-72530	187.16
			15030-100721		CRANKCASE BREATHER	
					01-26-023-72530	80.60
			15030-100834		BRK PAD AND PAINTED ROTOR	
					01-26-023-72540	263.68
					<b>Total :</b>	<b>320.25</b>
191425	4/2/2021	005645 MEADE ELECTRIC COMPANY INC.	695760		#2 TRAFFIC SIGNAL MONTHLY MA	
					01-26-024-72775	495.00
					<b>Total :</b>	<b>495.00</b>
191426	4/2/2021	006074 MENARDS	2524		FOLDING RESIN CHAIR	
					01-35-000-73870	368.80
			2525		ACLFRAME CANOPY	
					01-35-000-73870	199.99
			2569		CLOROX CLING BLEACH AND LIGH	
					01-26-025-73580	23.64
					01-35-000-72982	13.88
			2575		5 GAL FOOD SAFE PAIL, 2 GAL PAIL	
					01-26-025-73840	5.95
			2752		WASHER, DRYER, GAS RANGE	
					01-19-000-72524	3,126.00
			2768		FVP WHT LITH GR SPRAY	

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191426	4/2/2021	006074 MENARDS	(Continued)		01-26-023-73840	2.69
			2769		TAPCON BIT, TAPCON HEX, GRK C	
			2855		01-26-025-73840	168.15
			2902		WOOD SCREWS	
					01-26-025-73840	2.36
					SINGLE EDGE RAZOR AND BLADE	
					01-26-025-73410	4.18
					<b>Total :</b>	<b>3,915.64</b>
191427	4/2/2021	012517 MERIDIAN IT INC	490406		LEADS ROUTER REPLACEMNT CAI	
			490464		01-16-000-72650	370.00
				VTP-018248	<IT> FLEXPOD INFRASTRUCTURE	
					01-16-000-72650	1,100.00
					<b>Total :</b>	<b>1,470.00</b>
191428	4/2/2021	005856 MONROE TRUCK EQUIPMENT,INC.	332578		PUMP FOR SNOW PLOWS	
				VTP-018314	01-26-023-72530	2,294.95
					<b>Total :</b>	<b>2,294.95</b>
191429	4/2/2021	017651 MSC INDUSTRIAL SUPPLY CO.	4514669001		LASTER PENETRANT ,DRILL BIT,K/	
					01-26-024-72540	43.08
					01-26-023-72540	86.16
					60-00-000-72540	54.28
					63-00-000-72540	6.03
					64-00-000-72540	25.86
					<b>Total :</b>	<b>215.41</b>
191430	4/2/2021	006226 NFPA	2029335		SUBSCRIPTION DANIEL RIORDAN	
					01-19-000-72720	1,345.50
					<b>Total :</b>	<b>1,345.50</b>
191431	4/2/2021	016503 NFPA	7925430Y		921 GUIDE FOR FIRE AND EXPLOS	
					01-19-020-73615	113.00
					<b>Total :</b>	<b>113.00</b>
191432	4/2/2021	015723 NICOR	01981510009		ACCT#01981510009 METER 396896	

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191432	4/2/2021	015723 NICOR	(Continued)			
			53463710003		01-26-025-72511 ACCT#53463710003 METER 291221	173.90
			64423710009		01-26-025-72511 ACCT#64423710009 METER 335839	72.42
			73675410002		01-26-025-72511 ACCT#73675410002 METER 356130	1,053.27
			83523710008		01-26-025-72511 ACCT#83523710008 METER 302620	1,216.23
			90223493009		01-26-025-72511 ACCT#90223493009 METER 508073	1,583.47
			96019958527		01-26-025-72511 ACCT#96019958527 METER 458266	257.28
					01-26-025-72511	142.44
					<b>Total :</b>	<b>4,499.01</b>
191433	4/2/2021	006216 NORTH EAST MULTI-REG TRAINING	281807		STREET CRIMES PROGRAM PLAIN 01-17-220-72140	550.00
					<b>Total :</b>	<b>550.00</b>
191434	4/2/2021	006221 NORTHERN SAFETY CO. INC.	904350104		CLASSIC PLUS 49' COAT 240C AND 01-26-024-73845	47.50
					01-26-023-73845	95.00
					60-00-000-73845	59.85
					63-00-000-73845	6.65
					64-00-000-73845	28.51
					<b>Total :</b>	<b>237.51</b>
191435	4/2/2021	006475 PARK ACE HARDWARE	037326/2		#891432 CEDAR MAILBOX POST 01-26-023-73840	119.99
			037346/2		ACCT#891432 INV037346/2 POSTH 01-26-025-73840	43.89
			065347/1		#891432 FASTENERS, ACE RSTP S 60-00-000-73840	6.11
					63-00-000-73840	2.04
					64-00-000-73840	3.48
			065361/1		#891431 HOOK CUP MAGNET (4PK)	

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191435	4/2/2021	006475 PARK ACE HARDWARE	(Continued)		60-00-000-73110	1.40
					63-00-000-73110	0.16
					64-00-000-73110	0.67
					<b>Total :</b>	<b>177.74</b>
191436	4/2/2021	006780 POMP'S TIRE SERVICE, INC	410850799	VTP-018326	(8) 245/55VR18 GOODYEAR TIRES	
					01-17-205-73560	1,130.92
					<b>Total :</b>	<b>1,130.92</b>
191437	4/2/2021	006559 PRAXAIR DISTRIBUTION, INC	62555338		INDUSTRIAL ACETYLENE HP, CO2	
					01-26-024-73730	43.89
					60-00-000-73730	30.73
					63-00-000-73730	30.72
					64-00-000-73730	26.33
					01-26-023-73730	87.78
					<b>Total :</b>	<b>219.45</b>
191438	4/2/2021	006850 QUILL CORPORATION	12262400.		ALCOHOL PREP PADS, RUBBER B/	
					01-33-300-73110	59.35
					<b>Total :</b>	<b>59.35</b>
191439	4/2/2021	006361 RAY O' HERRON CO INC	2099239-IN		UNIFORMS	
					01-17-220-73610	721.90
			2099261-IN		UNIFORMS AND HELMET	
					01-17-220-73610	310.95
					<b>Total :</b>	<b>1,032.85</b>
191440	4/2/2021	017975 REVIZE LLC	11344		WEBSITE AND CMS ANNUAL TECH	
					01-35-000-72653	5,900.00
					<b>Total :</b>	<b>5,900.00</b>
191441	4/2/2021	006874 ROBINSON ENGINEERING CO. LTD.	21030155		21-R0289 TP TINLEY CROSSINGS C	
					01-33-310-72847	4,680.50
			21030392		11-320 TP THE BLVD AT CENTRAL S	
					27-00-000-72840	401.50
			21030395		21-R0306 TP CRANA HOMES DEV 8	

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191441	4/2/2021	006874 ROBINSON ENGINEERING CO. LTD.	(Continued)		01-14-000-72840	1,525.50
					<b>Total :</b>	<b>6,607.50</b>
191442	4/2/2021	007629 SAM'S CLUB DIRECT	031921		HAND SOAP,COFFEE,EN,POST ITS	
					01-17-205-73600	241.74
					01-17-205-73315	35.92
					01-17-205-73110	69.78
			032321.		COPY PAPER	
					01-19-000-73110	9.33
					01-21-210-73110	9.32
					01-21-000-73110	9.33
			032921		PAPER,COFFEE,NAPKINS,PAPER F	
					01-14-000-73110	139.90
					01-26-024-73110	16.79
					01-26-024-73115	12.46
					60-00-000-73110	21.16
					63-00-000-73110	2.35
					64-00-000-73110	10.07
					60-00-000-73115	17.46
					64-00-000-73115	7.48
					01-26-023-73110	33.58
					01-26-023-73115	24.93
					<b>Total :</b>	<b>661.60</b>
191443	4/2/2021	007224 STANDARD EQUIPMENT COMPANY	P27616		FILTERS	
					01-26-023-72530	634.08
			P27641		FILTERS AND SAFETY ELEMENT B	
					01-26-023-72540	452.94
			P27642		FILTER-HYDRAULT & FILTER ELEMI	
					01-26-023-72540	114.14
			P27739		SWITCH MOMENTAR RETURN	
					01-26-023-72540	-46.38
			P27791		SCREEN AND GASKET	
					01-26-023-72540	99.15
			P27817		WTR PUMP	
					01-26-023-72530	752.47

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191443	4/2/2021	007224	007224 STANDARD EQUIPMENT COMPANY (Continued)		<b>Total :</b>	<b>2,006.40</b>
191444	4/2/2021	012238	STAPLES BUSINESS ADVANTAGE	3472568252	MONITOR RISER, SHARPIE, INDEX C	
					01-15-000-73110	38.01
					01-14-000-73110	33.57
			3472568253		DVD SPINDLE AND CALCULATOR F	
					01-17-205-73110	48.65
			3473085977		DESKPAD	
					01-26-023-73110	3.12
					01-26-024-73110	1.56
					60-00-000-73110	1.97
					63-00-000-73110	0.22
					64-00-000-73110	0.92
			3473085978		CASIO DESKTOP CALCULATOR	
					01-26-024-73110	1.44
					01-26-023-73110	2.88
					60-00-000-73110	1.81
					63-00-000-73110	0.20
					64-00-000-73110	0.86
					<b>Total :</b>	<b>135.21</b>
191445	4/2/2021	015452	STEINER ELECTRIC COMPANY	S006854947.002	MIDGET TD FUSE	
					01-26-024-73570	24.88
				S006860617.001	WEATHER PROOFING INSULATING	
					01-26-024-73570	460.54
					<b>Total :</b>	<b>485.42</b>
191446	4/2/2021	005521	STEPHEN A. LASER ASSOCIATES	2007206	PUBLIC SAFETY OFFICER ASSESS	
					01-41-040-72846	4,950.00
					<b>Total :</b>	<b>4,950.00</b>
191447	4/2/2021	014793	STS TOWING	8235	FLATBED - CHEVY BLAZER	
					01-17-220-72753	175.00
					<b>Total :</b>	<b>175.00</b>
191448	4/2/2021	007297	SUTTON FORD INC./FLEET SALES	524549	SHAFT ASY	
					01-17-205-72540	215.04

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191448	4/2/2021	007297 SUTTON FORD INC./FLEET SALES	(Continued) 524629		ARM SY FRONT AND BUSH 01-17-205-72540	161.12
			524769		LOW PITCH HORN ASY, HIGH PITC 01-26-023-72540	73.68
					<b>Total :</b>	<b>449.84</b>
191449	4/2/2021	018607 TELCOM INNOVATIONS GROUP, LLC	A56700D	VTP-018320	REPLACEMENT STOCK EQUIPMEN 01-26-025-72777	3,960.90
			A56718		BILLABLE REMOTE SERVICES 01-26-025-72777	65.00
					<b>Total :</b>	<b>4,025.90</b>
191450	4/2/2021	002122 TERRY'S RV CENTER	9065	VTP-018240	REPLACEMENT GENERATOR FOR 60-00-000-72530	3,432.98
				VTP-018240	63-00-000-72530	1,101.14
				VTP-018240	64-00-000-72530	1,943.20
					<b>Total :</b>	<b>6,477.32</b>
191451	4/2/2021	019789 THE CONSERVATION FOUNDATION	12582	VTP-018303	CHICAGO AREA WATERWAYS CHL 65-00-000-72720	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
191452	4/2/2021	018061 THE MAIL HOUSE	8008		BLK RND METAL POST & MAILBOX, 01-26-023-73840	350.00
					<b>Total :</b>	<b>350.00</b>
191453	4/2/2021	007886 THEODORE POLYGRAPH SERVICE	7317		POLYGRAPH EXAM - B.HOLLOWAY 01-41-040-72846	200.00
					<b>Total :</b>	<b>200.00</b>
191454	4/2/2021	004106 TYLER TECHNOLOGIES, INC	045-334118	VTP-018022	EDEN LICENSING WEB EXTENTION 30-00-000-74167	163.00
					<b>Total :</b>	<b>163.00</b>
191455	4/2/2021	008040 UNDERGROUND PIPE & VALVE CO	047946	VTP-018325	3" PIPE & CLAMPS 60-00-000-73630	606.49
				VTP-018325	63-00-000-73630	67.39

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191455	4/2/2021	008040 UNDERGROUND PIPE & VALVE CO	(Continued)			
				VTP-018325	64-00-000-73630	288.81
				VTP-018325	60-00-000-73630	112.77
				VTP-018325	63-00-000-73630	12.53
				VTP-018325	64-00-000-73630	53.70
				VTP-018325	60-00-000-73630	56.70
				VTP-018325	63-00-000-73630	6.30
				VTP-018325	64-00-000-73630	27.00
					<b>Total :</b>	<b>1,231.69</b>
191456	4/2/2021	008057 USA BLUE BOOK	535053		USABUEBOOK INVERTED PAINT 01-26-024-73620	130.31
					<b>Total :</b>	<b>130.31</b>
191457	4/2/2021	011416 VERIZON WIRELESS	9876068261		ACCT#442345192-00001 WATER RE 60-00-000-72127 63-00-000-72127 64-00-000-72127	31.94 31.94 27.37
					<b>Total :</b>	<b>91.25</b>
191458	4/2/2021	012368 VISION INTEGRATED GRAPHICS,LLC	542893		LATE NOTICES FOR DEC'20 60-00-000-72310 64-00-000-72310 60-00-000-72110 64-00-000-72110	215.56 92.38 262.96 112.69
			544053		MARCH 1ST WATER BILLS 60-00-000-72310 64-00-000-72310	1,149.64 492.70
			544330		LATE NOTICES FEB 1ST 2021 60-00-000-72310 64-00-000-72310 60-00-000-72110 64-00-000-72110	234.96 100.70 322.25 138.10
					<b>Total :</b>	<b>3,121.94</b>
191459	4/2/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS 4887891-0			BOARD, DIAMND MSH 01-26-023-73110	271.98

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191459	4/2/2021	010165	WAREHOUSE DIRECT WORKPL SOLTNS (Continued)			
			4887895-0		BOARD, DIAMND MSH	
					01-26-023-73110	271.98
			4903625-0		2 HOLE PUNCH	
					60-00-000-73110	1.55
					63-00-000-73110	0.17
					64-00-000-73110	0.74
					01-26-023-73110	2.46
					01-26-024-73110	1.24
			4906062-0		POCKET WALL TRPLE BK	
					60-00-000-73110	175.92
					63-00-000-73110	19.55
					64-00-000-73110	83.77
			4916507-0		3-HOLE PUNCH, CALCULATOR	
					60-00-000-73110	28.69
					63-00-000-73110	3.19
					64-00-000-73110	13.67
					01-26-023-73110	45.55
					01-26-024-73110	22.77
			4920044-0		STAPLES,FOLDER,RACK FILE,REPI	
					01-26-023-73110	29.43
					01-26-024-73110	14.71
					60-00-000-73110	18.54
					63-00-000-73110	2.06
					64-00-000-73110	8.83
			4921163-0		KEURIG BREWER	
					01-26-024-73110	54.00
					01-26-023-73110	108.00
					60-00-000-73110	68.03
					63-00-000-73110	7.56
					64-00-000-73110	32.40
			4921245-0		BOOKEND,FOLDER,SUREHOOK	
					01-26-024-73110	17.29
					01-26-023-73110	34.57
					60-00-000-73110	21.79
					63-00-000-73110	2.42
					64-00-000-73110	10.37

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191459	4/2/2021	010165	010165 WAREHOUSE DIRECT WORKPL SO	(Continued)		
					Total :	1,373.23
191460	4/2/2021	008226	WYMAN & COMPANY	45937	FRAMING	
					01-26-024-73870	128.00
					01-26-023-73870	256.00
					60-00-000-73870	89.60
					63-00-000-73870	89.60
					64-00-000-73870	76.80
					Total :	640.00
191461	4/2/2021	019798	ZAMAN, DR ASAD	Ref001403364	UB Refund Cst #00451890	
					60-00-000-20599	30.03
					Total :	30.03
81 Vouchers for bank code : apbank						Bank total : 243,509.97

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3041	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025	PAYEE-ADVANET 01-14-000-72542	186.40
<b>Total :</b>						<b>186.40</b>
3042	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-2	PAYEE-ADVANET 01-14-000-72542	182.08
<b>Total :</b>						<b>182.08</b>
3043	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-ADVANET 01-14-000-72542	190.72
<b>Total :</b>						<b>190.72</b>
3044	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-2	PAYEE-ADVANET 01-14-000-72542	191.54
<b>Total :</b>						<b>191.54</b>
3045	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-3	PAYEE-ADVANET 01-14-000-72542	191.54
<b>Total :</b>						<b>191.54</b>
3046	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-3	PAYEE-ADVANET 01-14-000-72542	182.92
<b>Total :</b>						<b>182.92</b>
3047	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-4	PAYEE-ADVANET 01-14-000-72542	191.54
<b>Total :</b>						<b>191.54</b>
3048	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-5	PAYEE-ADVANET 01-14-000-72542	379.65
<b>Total :</b>						<b>379.65</b>
3049	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-4	PAYEE-ADVANET 01-14-000-72542	367.55
<b>Total :</b>						<b>367.55</b>
3050	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	293.79

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3050	3/30/2021	018837	018837 INSURANCE PROGRAM MANAGERS (Continued)		<b>Total :</b>	<b>293.79</b>
3051	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-2		PAYEE-ALIGN NETWORKS INC 01-14-000-72542	267.48
					<b>Total :</b>	<b>267.48</b>
3052	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-3		PAYEE-ALIGN NETWORKS INC 01-14-000-72542	341.71
					<b>Total :</b>	<b>341.71</b>
3053	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-4		PAYEE-ALIGN NETWORKS INC 01-14-000-72542	341.71
					<b>Total :</b>	<b>341.71</b>
3054	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-5		PAYEE-ALIGN NETWORKS INC 01-14-000-72542	221.86
					<b>Total :</b>	<b>221.86</b>
3055	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-6		PAYEE-ALIGN NETWORKS INC 01-14-000-72542	230.73
					<b>Total :</b>	<b>230.73</b>
3056	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 201019W041		PAYEE-COMPALLIANCE 01-14-000-72542	190.00
					<b>Total :</b>	<b>190.00</b>
3057	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 201130W025		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	81.66
					<b>Total :</b>	<b>81.66</b>
3058	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 210216W028		PAYEE-INGALLS HEALTH SYSTEM 01-14-000-72542	660.61
					<b>Total :</b>	<b>660.61</b>
3059	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR 210226W030		PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	58.62
					<b>Total :</b>	<b>58.62</b>

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3060	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-LOYOLA UNIVERSITY MED (	
					01-14-000-72542	659.62
					<b>Total :</b>	<b>659.62</b>
3061	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-3	PAYEE-LOYOLA UNIVERSITY MED (	
					01-14-000-72542	62.78
					<b>Total :</b>	<b>62.78</b>
3062	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-4	PAYEE-LOYOLA UNIVERSITY MED (	
					01-14-000-72542	64.37
					<b>Total :</b>	<b>64.37</b>
3063	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-PETERSON JOHNSON & ML	
					01-14-000-72542	387.50
					<b>Total :</b>	<b>387.50</b>
3064	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	190326W026	PAYEE-PETERSON JOHNSON & ML	
					01-14-000-72542	1,170.00
					<b>Total :</b>	<b>1,170.00</b>
3065	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	190514W019	PAYEE-PETERSON JOHNSON & ML	
					01-14-000-72542	624.00
					<b>Total :</b>	<b>624.00</b>
3066	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-SALT CREEK SURGERY CEI	
					01-14-000-72542	20,960.90
					<b>Total :</b>	<b>20,960.90</b>
3067	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-VILLAGE OF TINLEY PARK	
					01-14-000-72542	3,006.98
					<b>Total :</b>	<b>3,006.98</b>
3068	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025	PAYEE-VILLAGE OF TINLEY PARK	
					01-14-000-72542	333.90
					<b>Total :</b>	<b>333.90</b>
3069	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	201119W024	PAYEE-VILLAGE OF TINLEY PARK	
					01-14-000-72542	1,048.33

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Village of Tinley Park

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3069	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	(Continued)	70-00-000-72542	1,048.33
Total :						2,096.66
3070	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	210216W028-2	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,307.82
Total :						1,307.82
3071	3/30/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02
Total :						1,113.02
31 Vouchers for bank code : ipmq						Bank total : 36,539.66
112 Vouchers in this report						Total vouchers : 280,049.63

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
191463	4/9/2021	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 4384028017 681 01-26-024-72510	60.89
					<b>Total :</b>	<b>60.89</b>
191464	4/9/2021	011466 ALBERTSONS/SAFEWAY	033121		****0415 SODA FOR VENDING 01-14-000-73115	19.98
					<b>Total :</b>	<b>19.98</b>
191465	4/9/2021	002665 APPLE CHEVROLET	346223		BELT KIT 01-19-000-72540	149.67
					<b>Total :</b>	<b>149.67</b>
191466	4/9/2021	003166 B & J TOWING AND AUTO REPAIR	18318		SAFETY INSPECTION 01-26-024-72266 01-26-023-72266 60-00-000-72266 63-00-000-72266 64-00-000-72266	71.00 140.00 19.60 19.60 16.80
					<b>Total :</b>	<b>267.00</b>
191467	4/9/2021	003359 BACKFLOW SOLUTIONS INC	6160		VTP CROSS CONNECTION CONTRI 60-00-000-72790	2,969.91
					<b>Total :</b>	<b>2,969.91</b>
191468	4/9/2021	019801 BDI	033021		2021 BUSINESS LIC REIMB DUPLIC 01-14-000-79010	150.00
					<b>Total :</b>	<b>150.00</b>
191469	4/9/2021	012966 BOLING, THOMAS	03-21		SHAREPOINT MONTHLY MAINT 3/1- 01-16-000-72650	1,725.00
					<b>Total :</b>	<b>1,725.00</b>
191470	4/9/2021	003396 CASE LOTS INC	3846		TOILET PAPER 01-26-025-73580	77.80
					<b>Total :</b>	<b>77.80</b>
191471	4/9/2021	003229 CED/EFENGEE	4975-1001307		ELECTRICAL SUPPLIES - BULBS	

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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
191471	4/9/2021	003229 CED/EFENGEE	(Continued)	VTP-018280	01-26-024-73570	658.80
					<b>Total :</b>	<b>658.80</b>
191472	4/9/2021	019806 CHAN, ELTON	Ref001403580		UB Refund Cst #00511689 60-00-000-20599	64.57
					<b>Total :</b>	<b>64.57</b>
191473	4/9/2021	013820 CINTAS CORPORATION	4080513978		MATS- PW GARAGE 01-26-025-72790	185.64
					<b>Total :</b>	<b>185.64</b>
191474	4/9/2021	012057 COMCAST CABLE	8771401810170142		ACCT#8771401810170142 16250 OF 01-14-000-72125	233.35
			8771401810316240		ACCT#8771401810316240 7850 183 01-17-205-72517	-10.00
					<b>Total :</b>	<b>223.35</b>
191475	4/9/2021	013878 COMED - COMMONWEALTH EDISON	2777112019		ACCT#2777112019 175TH & SANDL 01-26-023-72510	173.28
			3214011009		ACCT#3214011009 16853 LAKEWO 64-00-000-72510	208.62
			6483053261		ACCT#6483053261 17495 S LAGRA 01-26-023-72510	25.04
			8363023007		ACCT#8363023007 179TH & 82ND A 60-00-000-72510	119.42
					63-00-000-72510	119.42
					<b>Total :</b>	<b>645.78</b>
191476	4/9/2021	018311 CONNECTION	71116360		HP25X BLACK LASERJET TONER 01-19-000-73110	277.91
			71158438		HP78 A BLACK TONER 01-12-000-73110	151.54
					<b>Total :</b>	<b>429.45</b>
191477	4/9/2021	012410 CONSERV FS, INC.	66042339		STEEL AND ALUM SCOOP 01-26-023-73410	83.57

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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
191477	4/9/2021	012410 012410 CONSERV FS, INC.	(Continued)		<b>Total :</b>	<b>83.57</b>
191478	4/9/2021	012826 CONSTELLATION NEWENERGY, INC.	19801339201		ACCT#875225 UTIL#4373166015 CL	
					60-00-000-72510	2,276.16
					63-00-000-72510	2,276.15
			19801362101		ACCT#875227 UTL#5095140029 CU	
					64-00-000-72510	4,269.62
			19801720501		ACCT#875222 UTIL#3613125002 CL	
					64-00-000-72510	867.85
			19801724801		ACCT#875223 UTIL#3670129006 16	
					64-00-000-72510	369.97
			19801731101		ACCT#875224 UTL#3784068018 CU	
					60-00-000-72510	3,480.01
					63-00-000-72510	3,480.01
					<b>Total :</b>	<b>17,019.77</b>
191479	4/9/2021	018325 DAILY SOUTHTOWN	74072186		DAILY SOUTHTOWN SUBSCRIPTIO	
					01-14-000-72720	77.50
					<b>Total :</b>	<b>77.50</b>
191480	4/9/2021	017603 DANDAN, RICK TARIQ	033121		MAR'21 SERVICES INVOICE - PLAN	
					01-33-300-72790	18,830.00
					<b>Total :</b>	<b>18,830.00</b>
191481	4/9/2021	014232 DIGI-KEY CORPORATION 1453109	79972045		2 - UPSS FOR POST 6	
				VTP-018332	64-00-000-72525	1,118.32
					<b>Total :</b>	<b>1,118.32</b>
191482	4/9/2021	018379 DM INDUSTRIAL JANITORIAL SERV	6393		CLEANING SERVICES FOR THE PC	
				VTP-018276	01-26-025-72790	3,300.00
					<b>Total :</b>	<b>3,300.00</b>
191483	4/9/2021	004094 EJ EQUIPMENT INC.	P28678		FUEL AND OIL FILTERS	
					60-00-000-72530	31.35
					63-00-000-72530	10.45
					64-00-000-72530	17.91
					<b>Total :</b>	<b>59.71</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191484	4/9/2021	019561 ENDLESS COMMUNICATIONS USA LLC	DG-1179		PUSH TO TALK LTE DATA RADIO SV 01-42-000-72540	45.83
					<b>Total :</b>	<b>45.83</b>
191485	4/9/2021	019804 ENGELS, DEAN	Ref001403578		UB Refund Cst #00507996 60-00-000-20599	11.99
					<b>Total :</b>	<b>11.99</b>
191486	4/9/2021	011611 FOX VALLEY FIRE & SAFETY CO.	IN00424868		FIRE ALARM SYSTEM SERVICE FIR 01-26-025-72122	405.00
			IN00426970	VTP-018200	MONTHLY RADIO MAINTENANCE M 14-00-000-72750	8,481.25
					<b>Total :</b>	<b>8,886.25</b>
191487	4/9/2021	018931 GALATI, PIERO	040721		REIMB FOR CHEST WADERS FOR (	49.99
					01-26-023-73870	49.99
					<b>Total :</b>	<b>49.99</b>
191488	4/9/2021	019349 GARVEY'S OFFICE PRODUCTS	PINV2060640		BINDER CLIPS,PENS,MEMORY CAP	285.00
					01-19-020-73615	15.15
					01-19-020-73110	15.15
					<b>Total :</b>	<b>300.15</b>
191489	4/9/2021	018134 GOVERNMENT MANAGEMENT	300006453		GMIS ANNUAL MEMBERSHIP	475.00
				VTP-018333	01-16-000-72720	475.00
					<b>Total :</b>	<b>475.00</b>
191490	4/9/2021	015397 GOVTEMPSUSA LLC	3704752		P.WALLRICH WEEKS OF 3/21 AND	4,416.93
					01-33-310-72790	4,416.93
					<b>Total :</b>	<b>4,416.93</b>
191491	4/9/2021	018557 IES DRILLING SUPPLY	35878		PORTLAND CEMENT	718.00
				VTP-018328	01-26-023-73770	718.00
					<b>Total :</b>	<b>718.00</b>
191492	4/9/2021	015090 IJOA	040221		IJOA/IDOA CONF REG R.SHERVINC	450.00
					01-17-205-72170	450.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191492	4/9/2021	015090 015090 IJOA	(Continued)		<b>Total :</b>	<b>450.00</b>
191493	4/9/2021	005161 IL TACTICAL OFFICERS ASSN	00575		IMMEDIATE TRAUMA CARE TRAINING 01-17-220-72140	540.00
					<b>Total :</b>	<b>540.00</b>
191494	4/9/2021	005122 ILL.FIREFIGHTERS ASSOC., INC.	2962		ANNUAL DUES F.REEDER 01-19-000-72720	25.00
					<b>Total :</b>	<b>25.00</b>
191495	4/9/2021	015545 IMAGING SYSTEMS, INC.	28921-03	VTP-018151	<IT> HYLAND ONBASE SYSTEM UP 30-00-000-74124	370.00
					<b>Total :</b>	<b>370.00</b>
191496	4/9/2021	005025 INTERNATIONAL CODE COUNCIL INC	1001314534		PLAN REVIEW/INTERP FREES TP F 01-33-300-72844	550.00
			1001314535		PLAN REVIEW/INTERP FEE TP PLA 01-33-300-72844	550.00
			1001316635		SPRINKLER REVIEW/2012 16820 OF 01-33-300-72844	550.00
			1001316636		SPRINKLER REVIEW TP PLAZA BLI 01-33-300-72844	550.00
					<b>Total :</b>	<b>2,200.00</b>
191497	4/9/2021	005379 KLEIN, THORPE & JENKINS, LTD	216437		0114-001 GEN/ADMIN LEGAL SVC T 01-14-000-72850	110.00
					<b>Total :</b>	<b>110.00</b>
191498	4/9/2021	016616 KURTZ AMBULANCE SERVICE INC.	10723		EMS SERVICE AGREEMENT 3/1 - 3/ 01-21-000-72856	39,690.33
					<b>Total :</b>	<b>39,690.33</b>
191499	4/9/2021	013858 LOWE'S HOME CENTER, INC.	040721		****4879 MAILBOXES 01-26-023-73840	398.40
					<b>Total :</b>	<b>398.40</b>
191500	4/9/2021	003440 M. COOPER WINSUPPLY CO.	03583001		CLOSET MODULE,CLOSET SLOAN 01-26-025-73630	255.57

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**Village of Tinley Park**

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<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
191500	4/9/2021	003440	003440 M. COOPER WINSUPPLY CO.	(Continued)	<b>Total :</b>	<b>255.57</b>
191501	4/9/2021	019805	MAKHLOUS, EYAD	Ref001403579	UB Refund Cst #00509018 60-00-000-20599	27.48
					<b>Total :</b>	<b>27.48</b>
191502	4/9/2021	013969	MAP AUTOMOTIVE OF CHICAGO	40-606048	FILTERS 01-17-205-72540	291.42
					<b>Total :</b>	<b>291.42</b>
191503	4/9/2021	012631	MASTER AUTO SUPPLY, LTD.	15030-100767	HORN REPAIR KIT AND DORMAN FI 01-26-023-72540	201.67
					<b>Total :</b>	<b>201.67</b>
191504	4/9/2021	005844	MCDONALD'S	040521	PRISONER MEALS MAR'21 01-17-220-72230	102.88
					<b>Total :</b>	<b>102.88</b>
191505	4/9/2021	006074	MENARDS	2888	HOOBS AND HOOK MAGNET 60-00-000-73110	13.70
					63-00-000-73110	1.52
					64-00-000-73110	6.52
			2971		50PINT E-STAR DEHUM W/PMP 60-00-000-72520	118.99
					63-00-000-72520	118.99
					64-00-000-72520	102.00
			3028		LIGHT BULBS 01-19-000-72524	104.47
			3064		FILTER 01-26-025-72530	41.88
			3079		PINESOL,BLEACH,CLEANER 01-26-025-73580	95.22
			3118		CUT-OFF WHEELS AND 2-SPEED R 01-26-025-73410	53.99
			3128		MAILBOX 01-26-023-73840	96.80
			3132		STORAGE HANGER,ANCHOR,HEAV	

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**Village of Tinley Park**

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191505	4/9/2021	006074 MENARDS	(Continued)		60-00-000-73110	37.68
					63-00-000-73110	4.19
					64-00-000-73110	17.94
			3160		MAILBOXES	
					01-26-023-73840	344.37
			3178		3 STEP LADDER	
					01-35-000-72954	43.97
			3212		CARPENTER PENCIL, RAFTER, PAIL	
					01-26-023-73840	53.31
			3213		TARP STRAPS	
					01-26-023-73410	2.79
			3214		ROOF PROP FOR FD TRAINING	
					01-19-000-72140	289.90
			3218		AIR COMPRESSOR AND WHEEL BA	
					01-19-000-72140	32.98
					<b>Total :</b>	<b>1,581.21</b>
191506	4/9/2021	012517 MERIDIAN IT INC	491143		T&M-ENTERPRISE NET SECURITY	
			491211		01-16-000-72650	200.00
				VTP-018248	<IT> FLEXPOD INFRASTRUCTURE	
					01-16-000-72650	1,800.00
					<b>Total :</b>	<b>2,000.00</b>
191507	4/9/2021	015386 MUNICIPAL GIS PARTNERS, INC	5864		GIS STAFFING MAR'21	
					01-16-000-72652	5,640.59
					60-00-000-72652	3,553.57
					63-00-000-72652	394.84
					64-00-000-72652	1,692.17
					<b>Total :</b>	<b>11,281.17</b>
191508	4/9/2021	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-3-21		CONSULTING SVC CIMP FOR VTP	
					30-00-000-75812	16,548.00
					11-00-000-74150	367.50
					11-00-000-72750	15,750.00
					<b>Total :</b>	<b>32,665.50</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191509	4/9/2021	006302 NEW PIG CORPORATION	23240835-00.		50 GALLON WHEELED SPILL KIT - F 01-26-025-72520	92.84
					<b>Total :</b>	<b>92.84</b>
191510	4/9/2021	019803 NICHOLSON, BILL & JULIA	Ref001403571		UB Refund Cst #00465040 rfnd dupl 60-00-000-20599	164.41
					<b>Total :</b>	<b>164.41</b>
191511	4/9/2021	015723 NICOR	06821610000		ACCT#06821610000 METER#27693 60-00-000-72511	107.14
					63-00-000-72511	107.14
					64-00-000-72511	91.83
			12213610004		ACCT#12213610004 METER 503139 01-26-025-72511	318.91
			54072310003		ACCT#54072310003 METER#43533 01-26-025-72511	873.67
			74433410003		ACCT#74433410003 METER#35745 01-26-025-72511	38.79
					<b>Total :</b>	<b>1,537.48</b>
191512	4/9/2021	010135 ONSITE COMMUNICATIONS USA, INC	51000		MOTOROLA ION BATTERY 01-26-024-72530	55.20
					01-26-023-72530	110.40
					60-00-000-72530	57.96
					63-00-000-72530	19.32
					64-00-000-72530	33.12
					<b>Total :</b>	<b>276.00</b>
191513	4/9/2021	006475 PARK ACE HARDWARE	065387/1		ACCT#9404 INV065387/1 PARACOR 01-19-000-73410	122.28
			065413/1		ACCT#891431 INV 065413/1 BLANK 60-00-000-73410	10.36
					63-00-000-73410	1.15
					64-00-000-73410	4.93
			065420/1		ACCT#891432 INV 065420/1 KNOB 01-26-023-73840	3.19
			065427/1		ACCT#89143 INV065427/1 FLAT WA	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191513	4/9/2021	006475 PARK ACE HARDWARE	(Continued)		60-00-000-73840	1.64
					63-00-000-73840	0.54
					64-00-000-73840	0.93
			065431/1		ACCT#891432 INV065431/1 TROWL	
					01-26-023-73770	17.26
					<b>Total :</b>	<b>162.28</b>
191514	4/9/2021	006598 PERSHA, DARREN	040521		PER DIEM: MEALS FOR 4/1-2/21 TR	
					01-17-220-72140	30.00
					<b>Total :</b>	<b>30.00</b>
191515	4/9/2021	006499 PITNEY BOWES INC	1017810955		ACCT#0012198182 4/16-7/15/21	
					01-14-000-72750	75.00
					60-00-000-72750	75.00
					<b>Total :</b>	<b>150.00</b>
191516	4/9/2021	006507 POSTMASTER, U. S. POST OFFICE	040121		MAR'21 WATER BILLS	
					60-00-000-72110	2,022.43
					64-00-000-72110	866.75
			040121.		APR'21 WATER BILLS .	
					60-00-000-72110	44.98
					64-00-000-72110	19.28
					<b>Total :</b>	<b>2,953.44</b>
191517	4/9/2021	006507 POSTMASTER, U. S. POST OFFICE	040721		FIRST CLASS STAMPS FOR FIRE P	
					01-19-020-72110	165.00
					<b>Total :</b>	<b>165.00</b>
191518	4/9/2021	006507 POSTMASTER, U. S. POST OFFICE	040721.		FIRST CLASS STAMPS FOR FIRE S	
					01-19-000-72110	165.00
					<b>Total :</b>	<b>165.00</b>
191519	4/9/2021	006509 POULOS, TIMOTHY	031921.		TRAINING PER DIEM TRAINING 5/3-	
					01-17-205-72140	150.00
					<b>Total :</b>	<b>150.00</b>
191520	4/9/2021	019583 PRECISE MRM LLC	200-1030445		5MB FLAT DATA PLAN US WITH NAI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191520	4/9/2021	019583 PRECISE MRM LLC	(Continued)		01-26-023-72655	189.00
					<b>Total :</b>	<b>189.00</b>
191521	4/9/2021	006850 QUILL CORPORATION	15586139		ENVELOPES AND ROUND LABELS	
					01-33-300-73110	211.61
					<b>Total :</b>	<b>211.61</b>
191522	4/9/2021	011523 QUINN, DANNY	032821		REIM. EXP. SAFETY SHOES	
					01-26-025-73610	98.75
					<b>Total :</b>	<b>98.75</b>
191523	4/9/2021	014412 RAINS, SCOTT	040521		REIMBURSEMENT FOR POLICE DC	
					01-17-220-72240	56.99
					<b>Total :</b>	<b>56.99</b>
191524	4/9/2021	006361 RAY O' HERRON CO INC	2102387-IN		LS DUTY SHIRTS NAVY	
					01-17-220-73610	122.99
			2102388-IN		SS DUTY SHIRTS - UNIFORM	
					01-17-220-73610	104.00
					<b>Total :</b>	<b>226.99</b>
191525	4/9/2021	006974 RINGHOFER, WILLIAM	040521		HEALTH INSURANCE REIMB - APRI	
					01-17-205-72435	642.50
					<b>Total :</b>	<b>642.50</b>
191526	4/9/2021	006874 ROBINSON ENGINEERING CO. LTD.	21020338		20-R0055 MSC SVC 11/1-12/31/20	
					01-26-023-72840	282.00
					65-00-000-72840	188.00
					01-26-023-72840	102.00
					01-33-310-72840	1,289.50
					01-26-023-72840	188.00
					01-33-310-72840	776.00
			21030393		20-R0382 TP MIDLOTHIAN CREEK S	
					65-00-000-72840	2,469.50
			21030396		21-R0320 TP TINLEY PARK CMAQ A	
					01-26-023-72840	9,300.00

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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
191526	4/9/2021	006874	006874 ROBINSON ENGINEERING CO. LTD. (Continued)		<b>Total :</b>	<b>14,595.00</b>
191527	4/9/2021	019092	RORY GROUP, LLC	3590	BUSINESS CONSULTING FEE APRIL 01-11-000-72790	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
191528	4/9/2021	016334	RUSH TRUCK CENTERS	3022989565	SHIELD DUST BRK 01-26-023-72530	100.32
					<b>Total :</b>	<b>100.32</b>
191529	4/9/2021	007629	SAM'S CLUB DIRECT	040521	WATER AND BATTERIES 01-26-024-73115 01-26-024-73870 01-26-023-73115 01-26-023-73870 60-00-000-73115 64-00-000-73115 60-00-000-73870 63-00-000-73870 64-00-000-73870	9.96 6.39 19.92 12.78 13.94 5.98 8.05 0.89 3.85
					<b>Total :</b>	<b>81.76</b>
191530	4/9/2021	011479	SEDOROOK, VICTORIA	040521	PER DIEM: MEALS AND MILEAGE 4. 01-17-220-72140	44.56
					<b>Total :</b>	<b>44.56</b>
191531	4/9/2021	012238	STAPLES BUSINESS ADVANTAGE	3473074955	LABEL,BINDER CLIPS,PAPER CLIPS 01-17-205-73110	47.71
					<b>Total :</b>	<b>47.71</b>
191532	4/9/2021	015452	STEINER ELECTRIC COMPANY	S006864464.001	RATCHING,RUBBER SPLICING,HEA 01-26-024-73570	87.29
					<b>Total :</b>	<b>87.29</b>
191533	4/9/2021	018724	THE LOCKER SHOP	80075	1/4 ZIP JOB SHIRT 01-19-000-73610	79.00
				80449	1/4 ZIP JOB SHIRT 01-19-000-73610	46.00

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

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
191533	4/9/2021	018724 THE LOCKER SHOP	(Continued) 83927		1/4 ZIP JOB SHIRT 01-19-000-73610	74.00
			84214		QUILT JACKET,BEANIE CAP,TSHIR 01-19-000-73610	349.00
			84215		KNIT CAP 01-19-000-73610	32.00
			84249		CARGO SHORTS,POCKET PANTS,S 01-19-000-73610	152.00
			84291		BEANIE CAP,SWEATPANTS,KNIT C. 01-19-000-73610	127.00
			84501		DRYBLEND TSHIRT 01-19-000-73610	42.00
			85055		MESH CAP 01-19-000-73610	22.00
			85056		LS TSHIRT AND TSHIRT 01-19-000-73610	60.00
			85653		1/4 ZIP JOB SHIRT 01-19-000-73610	69.00
					<b>Total :</b>	<b>1,052.00</b>
191534	4/9/2021	007777 THOMPSON ELEVATOR INSPECTION	21-0873		5 SEMI-ANNUAL ELEVATOR CODE I 01-33-300-72853	190.00
					<b>Total :</b>	<b>190.00</b>
191535	4/9/2021	014854 THOMSON REUTERS-WEST PYMNT CTF 844116954			WEST INFORMATION CHARGES 3/ 01-17-225-72852	199.94
					<b>Total :</b>	<b>199.94</b>
191536	4/9/2021	013040 TINLEY PARK FIRE DEPT	040721		PETTY CASH REIMB/POSTAGE,REC 01-19-000-72110	20.25
					01-19-000-72565	8.77
					01-19-000-72220	133.96
					01-19-000-73580	8.99
					01-19-000-73870	11.14
					<b>Total :</b>	<b>183.11</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
191537	4/9/2021	011865 TINLEY PARK KITCHEN & BATH	20478	VTP-018244	REPLACE COUNTERTOP AT VILLAGE OF TINLEY PARK	1,220.00
					01-26-025-72520	1,220.00
					<b>Total :</b>	<b>1,220.00</b>
191538	4/9/2021	007930 TRANS UNION	03100323		CREDIT SUMMARY,EMPLOYMENT (	183.96
					01-17-225-72852	183.96
					<b>Total :</b>	<b>183.96</b>
191539	4/9/2021	011799 TRANSCHICAGO TRUCK GROUP	3312841		,SENSOR AB, UNIT 90 SWEEPER	57.27
					01-26-023-72530	57.27
					<b>Total :</b>	<b>57.27</b>
191540	4/9/2021	008126 VAN METER & ASSOCIATES, INC	00-25291		TRAINING - B.BISHOP 5/20/21	170.00
					01-17-220-72140	170.00
					<b>Total :</b>	<b>170.00</b>
191541	4/9/2021	016279 WALSTAD, BRUCE	040521		PUBLIC SPEAKING LAW ENFORCE	150.00
					01-17-220-72140	150.00
					<b>Total :</b>	<b>150.00</b>
191542	4/9/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS 4925407-0			TAPE AND BINDER	10.00
					01-26-023-73110	4.99
					01-26-024-73110	6.30
					60-00-000-73110	0.70
					63-00-000-73110	3.00
					64-00-000-73110	122.64
			C4920044-0		01-35-000-73870	
					FOLDER,SUREHOOK	-6.14
					01-26-024-73110	-12.26
					01-26-023-73110	-7.72
					60-00-000-73110	-0.86
					63-00-000-73110	-3.68
					64-00-000-73110	
					<b>Total :</b>	<b>116.97</b>
191543	4/9/2021	011055 WARREN OIL CO.	W1381188		N.L. GAS USED 3/18/21-4/2/21	7,528.32
					01-17-205-73530	

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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
191543	4/9/2021	011055 WARREN OIL CO.	(Continued)			
					01-19-000-73530	330.01
					01-19-020-73530	59.19
					01-21-000-73530	430.62
					60-00-000-73530	696.37
					63-00-000-73530	174.09
					64-00-000-73530	373.06
					01-26-023-73530	846.50
					01-26-024-73530	428.02
					01-33-300-73530	66.78
					01-12-000-73530	93.24
					01-14-000-73532	24.50
					01-14-000-73531	653.31
					14-00-000-73530	40.55
					01-42-000-73530	253.49
			W1381189		DIESEL FUEL USED 3/2-4/2/21	
					01-19-000-73545	2,415.16
					60-00-000-73545	588.65
					63-00-000-73545	147.16
					64-00-000-73545	315.35
					01-26-023-73545	1,534.76
					01-26-024-73545	436.68
					01-14-000-73531	4,501.58
					<b>Total :</b>	<b>21,937.39</b>
81	Vouchers for bank code : apbank					<b>Bank total : 205,901.05</b>

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

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Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3072	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	2010* 2011* 2008*	PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542 70-00-000-72542 01-14-000-72542	2,195.73 8.42 45.66 <b>Total : 2,249.81</b>
3073	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	247.87 <b>Total : 247.87</b>
3074	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	178.51 <b>Total : 178.51</b>
3075	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-3	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	247.87 <b>Total : 247.87</b>
3076	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-4	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	272.35 <b>Total : 272.35</b>
3077	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-5	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	247.87 <b>Total : 247.87</b>
3078	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	1,459.90 <b>Total : 1,459.90</b>
3079	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-2	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	188.45 <b>Total : 188.45</b>
3080	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-3	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	235.77 <b>Total : 235.77</b>

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

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Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3081	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	179.84
Total :						179.84
3082	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-2	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	184.15
Total :						184.15
3083	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-3	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	180.67
Total :						180.67
3084	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-4	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	187.35
Total :						187.35
3085	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-4	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	93.81
Total :						93.81
3086	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-5	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	189.28
Total :						189.28
3087	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	210226W030	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	234.23
Total :						234.23
3088	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	210216W028-2	PAYEE-LOYOLA UNIVERSITY MED (C 01-14-000-72542	62.78
Total :						62.78
3089	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	200505W003	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	782.00
Total :						782.00
3090	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR	191105W030	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	195.00

Bank code :    ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3090	4/6/2021	018837	018837 INSURANCE PROGRAM MANAGERS (Continued)		Total :	195.00
3091	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR 200219W023		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	5,768.00
					Total :	5,768.00
3092	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR 200929W019		PAYEE-RADIOLOGY AND NUCLEAR 01-14-000-72542	9.86
					Total :	9.86
3093	4/6/2021	018837	INSURANCE PROGRAM MANAGERS GR 210323W028		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,745.66
					Total :	1,745.66
22 Vouchers for bank code :    ipmq						Bank total :    15,141.03
103 Vouchers in this report						Total vouchers :    221,042.08

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

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

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

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

\_\_\_\_\_ Date

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Voucher List  
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
40921	4/9/2021	007431 STADT BUEDINGEN	040521		FLOOD RELIEF ASSISTANCE	
					84-00-000-20184	2,980.00
					01-98-000-99000	7,020.00
					Total :	10,000.00
1 Vouchers for bank code : apbank						Bank total : 10,000.00
1 Vouchers in this report						Total vouchers : 10,000.00

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

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

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

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

\_\_\_\_\_ Date



# Interoffice Memo

**DATE:** April 13, 2021  
**TO:** Village Board  
**CC:** David Niemeyer, Village Manager  
**From:** Kimberly Clarke, Community Development Director  
**Subject:** Restaurant Group Incentive Agreement-Boulevard at Central Station (Adopt)

## **BACKGROUND:**

The Economic Commercial Commission discussed and recommended approval of the incentive request at their March 8, 2021 meeting. The Committee of the Whole also discussed the request at their March 11, 2021 meeting. The majority of the Committee recommended approval in order to assist with the large upfront cost to build out a new restaurant space in the downtown. In addition, the investment in the restaurant space will increase sales tax revenue, and attract other new tenants to the area. The members that were not in support of the incentive voiced concerns the TIF eligible expanses were being paid upfront instead of when the increment accrues and the amount that was being given to a new restaurant instead of existing businesses that could use Village assistance. The Village Board held a first reading on the agreement on March 16, 2021.

The proposed restaurant concept is an Italian-inspired tapas style menu with shareable small plates, along with a full bar, outdoor dining area, banquet space and a carry out/TOGO area.

## **DISCUSSION:**

Attached is the final read of the incentive agreement with the restaurant group. The only changes to the agreement are:

1. The inclusion of the business name which is Boulevard Restaurant LLC.
2. Inclusion of a construction date and completion date found on page 5, Article 2 paragraph .1 (A)

*“ The Tenant shall construct the Project substantially in accordance with the Project Plans, and the Tenant shall use commercially reasonable efforts to **complete the Project on or before November 15, 2021**, subject to any Force Majeure Delays and extraordinary construction delays; provided, however, that if Tenant has not commenced construction of the Project on or before June 1, 2021 either Party shall have the right to terminate this Agreement.”*

All other terms of the agreement that were presented at the First Read have not changed and are as follows:

- The Tenant has estimated that the hard and soft costs for the Project are approximately \$1,959,800 and to facilitate the development and construction of the Project. The Village has agreed to reimburse the Tenant for certain Project costs from Available Capital Funds, Incremental Taxes, and Incremental Sales Taxes.
- The Village shall provide economic assistance over **5 years** to the Tenant as follows:
  1. Maximum reimbursement of **\$300,000** in Project costs, **or 18%** of the Actual Project Costs. The Actual Project Costs shall not include the cost of any work performed by a third party for the benefit of the Tenant.
    - The Maximum Reimbursement Amount to be provided from Capital Projects Funds and Incremental Taxes shall not exceed **\$230,000**.
    - The Maximum Reimbursement Amount to be provided from Incremental Sales Taxes shall not exceed **\$70,000**.
      - The Village shall collect and retain all Municipal Sales Taxes for the first \$1,000,000 in taxable sales generated.

- The Village will reimburse 100% of the Tenant all Municipal Sales Taxes generated \$1,00,001-\$3,000,000 in taxable sales generated.
- All taxable sales generated over \$3,000,001 the Village will reimburse the Tenant 50% of all Municipal Sales Taxes.

**Attachments:**

1. Resolution
2. Final Incentive Agreement

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

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**RESOLUTION**  
**NO. 2021-R-021**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
FINANCING INCENTIVE AGREEMENT WITHIN THE NEW BREMEN TIF  
DISTRICT (BOULEVARD STREET PARTNERS, LLC - LOCATED AT THE  
SOUTHEAST CORNER OF SOUTH STREET AND 67<sup>TH</sup> COURT)**

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

**CYNTHIA A. BERG**  
**WILLIAM P. BRADY**  
**MICHAEL W. GLOTZ**  
**WILLIAM A. BRENNAN**  
**DIANE M. GALANTE**  
**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

**RESOLUTION  
NO. 2021-R-021**

VILLAGE OF TINLEY PARK  
Cook and Will Counties, Illinois

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT  
FINANCING REDEVELOPMENT AGREEMENT WITHIN THE NEW BREMEN TIF  
DISTRICT (BOULEVARD STREET PARTNERS, LLC - LOCATED AT THE  
SOUTHEAST CORNER OF SOUTH STREET AND 67<sup>TH</sup> COURT)**

**WHEREAS**, the Village of Tinley Park (“Village”), is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*”); and

**WHEREAS**, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (hereinafter referred to as the “TIF Act”), authorizes the Village to establish Tax Increment Financing Districts in qualify under the eligibility requirements set forth by the TIF Act; and

**WHEREAS**, Tax Increment Financing Districts are economic development tools that spur development, redevelopment, and further enhance designated areas of the Village through an approved development/redevelopment plan and project (hereinafter referred to as the “TIF Plan”); and

**WHEREAS**, on May 15, 2018, the President and Board of Trustees (“Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the TIF Act, adopted the following ordinances (collectively “TIF Ordinances”): (A) Ordinance No. 2018-O-15: An Ordinance Designating the Tax Increment Redevelopment Project Area; (B) Ordinance No. 2018-O-16: An Ordinance Approving the New Bremen Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2018-O-17: An Ordinance Adopting Tax Increment Financing; and

**WHEREAS**, the TIF Plan sets forth the conditions in the Redevelopment Project Area qualifying the Redevelopment Project Area as a “blighted area,” and the President and Board of Trustees of the Village have reviewed testimony concerning said conditions presented at the Public Hearing and are generally informed of the conditions causing the Redevelopment Project Area to qualify as a “blighted area,” as said term is defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3); and

**WHEREAS**, The Boulevard at Central Station (hereinafter referred to as the “The Boulevard”) resides within the boundaries set forth for the New Bremen TIF District,

**WHEREAS**, Boulevard Street Partners, LLC is the lessee of a unit within the property legally described and depicted in **EXHIBIT 1** attached hereto and made apart hereof (the “Property”); and

**WHEREAS**, the Village Board adopted a strategic plan for 2020-2025 that includes increasing the vibrancy of the Downtown; and

**WHEREAS**, the owners of the restaurant, Boulevard Street Partners, LLC, have developed a plan to build a brand-new restaurant that is expected to improve the vibrancy of the Downtown, complement existing Downtown businesses, and attract additional foot traffic to the area; and

**WHEREAS**, but for additional financial assistance, the owners are unable to execute the planned improvements vital for the continued growth of the Downtown; and

**WHEREAS**, the improvements needed can be accomplished through a public/private partnership to share in the funds generated by the development of the site and said funds can be reinvested back into the site to further revitalize the Downtown.

**WHEREAS**, the Village is willing to share in certain incremental revenues to aid the owners in their desired development plan; and

**WHEREAS**, the Village and owners have reached an agreement on the terms and conditions of such financial assistance; and

**WHEREAS**, said Agreement provides certain incentives to Boulevard Street Partners, LLC for said project, conditioned on the successful completion of the planned improvements, and if Boulevard Street Partners, LLC adheres to the terms and conditions prescribed in the Agreement; and

**WHEREAS**, it is the Village desire to reduce blight, stabilize the tax base, increase revenue sources other than property taxes, and expand employment opportunities throughout the Village through the execution of the Agreement; 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 Boulevard Street Partners, LLC;

**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.     *Incorporation of Recitals.***

The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

**Section 2.     *Adopt Incentive Agreement.***

That the President and Board of Trustees hereby approve said Agreement with Boulevard Street Partners, LLC pertaining to the development of a new restaurant at the Boulevard at Central Station, substantially in the form attached hereto as **EXHIBIT 2**; and the Village President and Village Clerk are hereby authorized to execute said Agreement, subject to review and revision as to form by the Village Attorney.

**Section 3.     *Superseder.***

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.     *Effective Date.***

This Resolution shall be in full force and effect following its passage and approval as provided by law.

**PASSED** this 13<sup>th</sup> day of April, 2021 on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April, 2021, 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 TINLEY PARK, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-021, “A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING INCENTIVE AGREEMENT WITHIN THE NEW BREMEN TIF DISTRICT (BOULEVARD STREET PARTNERS, LLC - LOCATED AT THE SOUTHEAST CORNER OF SOUTH STREET AND 67<sup>TH</sup> COURT),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

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KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT 1**  
**LEGAL DESCRIPTION**

LOTS 1, 2 AND 3 IN THE BOULEVARD AT CENTRAL STATION, BEING A RESUBDIVISION OF LOTS 3 THROUGH 15 IN BLOCK 9 OF BREMEN, PART OF VACATED SOUTH STREET AND PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BOULEVARD AT CENTRAL STATION RECORDED OCTOBER 4, 2019 AS DOCUMENT NO. 1927716045, IN COOK COUNTY, ILLINOIS.

**EXHIBIT 2****VILLAGE OF TINLEY PARK  
INCENTIVE AGREEMENT  
(BOULEVARD AT CENTRAL STATION RESTAURANT PROJECT)**

Version 3/10/2021

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this 13 day of April, 2021 (“Effective Date”), by and between the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“Village”) and Boulevard Street Partners, LLC (“Tenant”).

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

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, as amended from time to time (65 ILCS 5/11-74.4-1 et seq.) (“TIF Act”), the Village has undertaken a program to redevelop certain property within the Village which is generally bounded as follows: 172<sup>nd</sup> St Between the parcels on the west side of Oak Park Ave and the East border is 67<sup>th</sup> Street, at the point where North Street, 173<sup>rd</sup> Place and Oak Park Avenue intersect the West Boundary extends to 69<sup>th</sup> Avenue South, to South Street, where the boundary juts back in to the parcels along the westside of Oak Park Avenue South to White Egret Court, where the west boundary is Oak Park Avenue from that point south to 179<sup>th</sup> Street. The East border extends further East after North Street as far east as the 6600 block of South Street, this extension East continues until 174<sup>th</sup> Place, where the border begins to cut inward to 67<sup>th</sup> Avenue up to 175 Street, and proceeds inward again at 176<sup>th</sup> Street, where the West border is the parcels located on the East side of Oak Park Avenue, all the way to the southernmost point of the district at 179<sup>th</sup> Street and Oak Park Avenue (“Redevelopment Project Area”). The Redevelopment Project Area is legally described and depicted in Exhibit A attached hereto and made apart hereof; and

**WHEREAS**, on May 15, 2018, the President and Board of Trustees (“Corporate Authorities”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the TIF Act, adopted the following ordinances (collectively “TIF Ordinances”): (A) Ordinance No. 2018-O-15: An Ordinance Designating the Tax Increment Redevelopment Project Area; (B) Ordinance No. 2018-O-16: An Ordinance Approving the New Bremen Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2018-O-17: An Ordinance Adopting Tax Increment Financing; and

**WHEREAS**, the Tenant is the lessee of a unit within the property legally described and depicted in Exhibit B attached hereto and made apart hereof (the “Property”); and

**WHEREAS**, the unit is located in a Property located within the boundaries of the Redevelopment Project Area; and

**WHEREAS**, as part of the study of the redevelopment of the New Bremen TIF District, the Village found that the Property suffers from the following factors: obsolescence, deterioration, inadequate utilities, lack of community planning, and lagging equalized assessed value, and determined that the area was a Conservation Area pursuant to the TIF Act; and

**WHEREAS**, the Tenant proposes to undertake a major capital investment within part of the Property in the Redevelopment Project Area, approximately 6,900 square feet of space within the Boulevard at Central Station (the “Project”), with the purpose of constructing and operating a full-service restaurant (the “Restaurant”); and

**WHEREAS**, the Project is located in the Downtown Core Zoning District as set forth and created by adoption of the 2011 Legacy Code; and

**WHEREAS**, The Project is intended to enhance the mixed-use street level commercial spaces of the Property, which includes residential uses above the first floor and a public parking

lot (the “Development”). The total estimated cost of the Development is Thirty-Seven Million, Seventeen Thousand, Seven Hundred and Fifty-Five Dollars (\$37,017,755); and

**WHEREAS**, the Tenant has estimated that the hard and soft costs for the Project are approximately One Million Nine Hundred Fifty-Nine Thousand Eight Hundred Dollars (\$1,959,800) (the “Project Budget”) as set forth on Exhibit C attached hereto; and

**WHEREAS**, to facilitate the development and construction of the Project, subject to and in accordance with the terms of this Agreement, the Village has agreed to reimburse the Tenant for certain Project costs from Available Capital Funds, Incremental Taxes, and Incremental Sales Taxes, as those terms are defined below; and

**WHEREAS**, the Tenant has agreed to develop and construct the Project in accordance with this Agreement, all Village codes, ordinances, and regulations (except to the extent the Village has granted relief therefrom), as applicable to the Project Plans (set forth as Exhibit D attached hereto), and all other governmental authorities having jurisdiction over the Property and the Project; and

**WHEREAS**, the Tenant represents and warrants to the Village, and the Village finds that, but for the financial assistance to be provided by the Village to the Tenant pursuant to this Agreement, the Project would not be economically viable and, concomitantly, it is not reasonably anticipated that the Tenant would develop and construct the Project as contemplated; and

**WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities and the Tenant have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the Village and the Tenant according to the terms hereof; and

**WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration, have concluded that (A) the Tenant meets high standards of creditworthiness on the basis it will deploy its own capital to finance the Project (B) the construction of the Project as provided herein will enhance occupancy in the Development and Downtown Core Zoning District where the Development underway will, further the growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area, increase the assessed valuation of real estate situated within the Village, increase sales tax revenue, foster increased economic activity within the Village's commercial sectors, increase employment opportunities within the Village by creating and retaining jobs, improve the retail base of the Village and attract other new tenants to the Redevelopment Project Area and other retail properties in the Village, is in the best interest of the Village, and is otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers; and (C) without the financial assistance contemplated by this Agreement, the Project would not be feasible; and

**WHEREAS**, pursuant to its authority under (A) the TIF Act; (B) its home rule powers under the Article VII, Section 6 of the Illinois Constitution; and (C) the Economic Development Act of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5 pertaining to economic incentive agreements, the Village wishes to enter into this Agreement with Tenant.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Tenant do hereby agree as follows:

**ARTICLE I  
RECITALS PART OF THE AGREEMENT**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

**ARTICLE II  
TENANT OBLIGATIONS**

2.1 **Tenant Obligations and Agreements.** In consideration of the substantial commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to the Village's Economic Development Policy, TIF Ordinances and its commitments contained in this Agreement, the Tenant shall fulfill, or has fulfilled, the following obligations:

- A. The Tenant shall construct the Project substantially in accordance with the Project Plans, and the Tenant shall use commercially reasonable efforts to complete the Project on or before November 15, 2021, subject to any Force Majeure Delays (as defined below) and extraordinary construction delays; provided, however, that if Tenant has not commenced construction of the Project on or before June 1, 2021 either Party shall have the right to terminate this Agreement.
- B. The Tenant has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete the Project.
- C. The Tenant has secured, or shall hereafter secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Project.

- D. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (“Indemnified Party” or “Indemnified Parties”), is made a party-defendant in any proceeding arising out of or in connection with the Tenant’s construction, operation, duties, obligations and responsibilities under the terms of this Agreement, including, but not limited to, any claim or cause of action concerning construction of the Project and matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, the Tenant shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith (collectively, “Losses”); provided, however, that to the extent that any Losses are caused by the negligence, fraud or willful misconduct of one or more Indemnified Parties, the Tenant shall have no obligation to indemnify such Indemnified Parties for any such Losses.
- E. Notwithstanding anything herein to the contrary, the Indemnified Parties shall not be liable to the Tenant for damages of any kind or nature whatsoever in the event that, except where due to the negligence, fraud or willful misconduct of one or more of the Indemnified Parties, all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the Village adopted in connection with either the TIF Act or this Agreement,

shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Tenant is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 2.1.E shall limit otherwise permissible claims by the Tenant against the Village or actions by the Tenant seeking specific performance of this Agreement or payment of amounts due in the event of a breach of this Agreement by the Village.

- F. Upon reasonable notice, the Village Manager, or his designee, shall have access to all portions of the Project while it is under construction during normal business hours for the purpose of determining compliance with this Agreement, applicable laws, and applicable regulations; provided, however, that any such person(s) shall comply with all construction site rules and regulations while such person(s) is on or near the Property. Additionally, the Tenant shall keep and maintain detailed accountings of expenditures demonstrating the total actual costs of the Tenant's Project costs. All such books, records and other documents, including but not limited to the general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, and documentation evidencing that the Tenant has incurred and paid any expense for which reimbursement as the Tenant's Project costs, including Redevelopment Project Costs, is sought by Tenant hereunder shall be made

available in electronic format for inspection, copying, audit and examination by an authorized representative of the Village for a period of one (1) year after issuance of the Certificate of Completion (as defined below). The Village shall treat all such information as confidential business materials, the disclosure of which would cause the Tenant competitive harm. As such, the Village shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.

- G. The Tenant shall cooperate with the Village and provide the Village with the information in Tenant's possession or control required and necessary under the TIF Act to enable the Village to comply with the TIF Act and its obligations under this Agreement.
- H. The Tenant shall comply with the fair employment/affirmative action principles contemplated by the TIF Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Project.
- I. The Tenant has furnished to the Village a Project Budget showing total costs for the Project in the amount of \$1.96 million as set forth in Exhibit C. The Tenant hereby certifies to the Village that the Project Budget is true, correct and complete, to the best of the Tenant's knowledge, in all material respects. Tenant must provide notice to the Village should there be a change in the project budget.

- J. Tenant warrants that a full-service restaurant shall remain and conduct business at the Subject Property for a minimum of five (5) years beginning from the date that Issuance of a Certificate of Occupancy is issued.

**2.2 Representations and Warranties About Restaurant Group Ownership.** The Tenant represents, warrants and covenants that, to its knowledge, no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Tenant with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Tenant Ownership Group, or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the TIF Act. Any representation or warranty made “to Tenant’s actual knowledge” or similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2, “knowledge” shall mean and refer only to the actual knowledge of the Tenant’s general counsel and shall not be construed to refer to the knowledge of any other member, partner, officer, director, agent, employee or representative of the Tenant or any affiliate of the Tenant.

**2.3 Disclosure.** In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Tenant shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary having any interest, real or personal, in the Property, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of the Tenant. The sworn affidavit shall be substantially similar to the one attached as Exhibit E, attached hereto and made a part of this Agreement.

### **ARTICLE III VILLAGE OBLIGATIONS**

3.1 **Village Economic Assistance.** In consideration of the substantial commitment of the Tenant to the Project and construction of the Project and in order to induce the Tenant to undertake the Project, the Village shall provide economic assistance to the Tenant by reimbursing it for up to Three Hundred Thousand Dollars and No Cents (\$300,000) in Project costs, or eighteen percent (18%) of the Actual Project Costs, as defined in Section 3.6(A) below, whichever is lesser (“Maximum Reimbursement Amount”), by annual installment payments (“Economic Assistance”). The Parties shall memorialize the Actual Project Costs for the Project on or before November 15, 2021. The Parties agree that Actual Project Costs shall not include the cost of any work performed by a third party for the benefit of Tenant, regardless of whether such work pertains to the Project. The Parties further agree that such costs shall not be eligible for reimbursement by the Village. The Economic Assistance shall be comprised of Available Capital Project Funds, Incremental Taxes, as defined in Section 3.2 below, and Incremental Sales Taxes, as defined in Section 3.3 below. The Maximum Reimbursement Amount shall be reimbursed, to the extent the Tenant has incurred Redevelopment Project Costs, by Available Capital Project Funds, Incremental Taxes, with the remainder, if any, to be reimbursed by Incremental Sales Taxes, subject to the limitations described in Section 3.3.

3.2 **Available Capital Project Funds and Incremental Taxes.** Following issuance of the Certificate of Expenditure, as defined below, the Village shall reimburse the Tenant from Available Capital Project Funds and Available Incremental Taxes. The term “Available Incremental Taxes” shall mean ad valorem real property taxes received by the Village within the New Bremen TIF District. The term “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 5/11-74.4-3(q) of the TIF Act which are

eligible for reimbursement from the Village's Capital Project Funds or under the TIF Act and which have been approved in the TIF Ordinances. Said portion of the Maximum Reimbursement Amount to be provided from Capital Projects Funds and Incremental Taxes shall not exceed Two Hundred Thirty Thousand Dollars and No Cents (\$230,000) ("Maximum Capital Projects Funds and Incremental Taxes Amount"), to be provided after all paid invoices related to the Project have been submitted to Village staff and the Restaurant is operational. Upon receipt of the paid invoices from the Tenant, the Village will determine what portion of the reimbursement is eligible from Available Incremental Taxes and what portion of the reimbursement is available from Capital Project Funds. The Parties anticipate that the Tenant will incur approximately One Million Nine Hundred Fifty-Nine Thousand Eight Hundred Dollars and No Cents (\$1,959,800) in TIF eligible Redevelopment Project Costs, as set forth in Exhibit C. However, the Parties agree that the actual Redevelopment Project Costs may increase or decrease upon the completion of the Project.

**3.3 Incremental Sales Taxes.** Said portion of the Maximum Reimbursement Amount to be provided from Incremental Sales Taxes shall not exceed Seventy Thousand Dollars and No Cents (\$70,000) ("Maximum Incremental Sales Tax Amount"), to be calculated and reimbursed annually for a period of five (5) years ("Available Incremental Sales Tax Term"), or until the Maximum Reimbursement Amount is reached, whichever occurs first, in the following manner:

**A. Incremental Sales Tax Sharing Formula**

- (1) The Village shall collect and retain all Municipal Sales Taxes for the first One Million Dollars (\$1,000,000) in taxable sales generated, the equivalent to the first Ten Thousand Dollars (\$10,000) of Municipal Sales Taxes, as defined below, received from the Illinois Department of Revenue ("IDOR"). The Village will reimburse the

Tenant all Municipal Sales Taxes generated from One Million One Dollars (\$1,00,001) thru Three Million Dollars (\$3,000,000) in taxable sales generated, which is the equivalent to Twenty Thousand Dollars (\$20,000) in Municipal Sales Tax received from IDOR. All taxable sales generated over Three Million One Dollars (\$3,00,001) the Village will reimburse the Tenant fifty percent (50%) of all Municipal Sales Taxes. The Sales Taxes will be distributed annually beginning with the Initial Sales Tax Incentive Year, as defined below, and continuing for each Subsequent Sales Tax Incentive Year, as defined below, for a period of five (5) years (“Incremental Sales Tax Term”); provided, however, that the Incremental Sales Tax Term shall end prior to the 5-year period upon the Tenant’s receipt of the Maximum Reimbursement Amount or the Maximum Incremental Sales Tax Amount.

B. Municipal Sales Taxes

- (1) The appropriate sales tax rate applicable to a sale is collected and remitted to the Illinois Department of Revenue by each retailer located in the Shopping Center in accordance to the schedules established by IDOR. Subsequently, the IDOR distributes the municipal portion (1%) of the total sales taxes reported pursuant to the Retailer’s Occupation Tax Act, 35 ILCS 120/1 *et seq.*, and the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.* (collectively, “Municipal Sales Taxes”) to the Village.

- (2) There is currently a three-month time lag between the month in which a retail sale subject to tax is completed, collected, and remitted to the IDOR, and the month in which the Municipal Sales Taxes are distributed to the Village in total. There is a further time lag before the IDOR makes information available to the Village to identify the breakdown of the Municipal Sales Taxes distributed by reporting businesses necessary for the determination of the portion of the Village's total Municipal Sales Taxes applicable to this Agreement (e.g., Municipal Sales Taxes for the liability/reporting month of January are distributed in April).
- (3) A breakdown of the Municipal Sales Taxes distributed by reporting businesses is provided to the Village by the IDOR, upon the request of certain authorized Village individuals, under the Reciprocal Agreement on Exchange of Information established between the Village and the IDOR ("Reciprocal Agreement"). This Reciprocal Agreement restricts the Village's use of such information only for the official purposes of the State and the Village, and further requires that any information provided thereunder must remain confidential in accordance with the State law. The Reciprocal Agreement and applicable State laws also severely limit the disclosure of business and sales tax information provided to either the State or the Village.

- (4) The information obtained from the IDOR under the above referenced Reciprocal Agreement, as well as certain other confidential information that may be obtained by the Village from its local businesses from time to time, either separately or collectively, is exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140/7) under subsection (a), as well as the Illinois Retailers' Occupation Tax (35 ILCS 120/11).
- (5) It is specifically understood and agreed to by the Parties that for purposes of this Agreement, Municipal Sales Taxes, and Sales Tax Base, do not refer to, or include, the Home Rule Municipal Retailers' Occupation Tax and Home Rule Service Occupation Tax ("Home Rule Sales Taxes") imposed by the Village under Ordinance No. 2014-O-001, adopted on March 4, 2014, and as may be amended from time to time. The exclusion of the Home Rule Sales Taxes from any inducement or incentive agreement established after the imposition of the tax was specifically excluded in the enabling legislation.

C. Sales Tax Incentive Year

"Initial Sales Tax Incentive Year" shall be that twelve (12) month period commencing on the first day of the full month that follows the month in which the Tenant has commenced operations. Each subsequent 12-month period is hereinafter referred to as "Subsequent Sales Tax Incentive Year."

3.4 The Tenant agrees and understands that: (1) the sole source of funds for payment of the Economic Assistance is expressly limited to Available Capital Project Funds, Incremental Taxes and Incremental Sales Taxes; (2) the Tenant is assuming the risk that Available Incremental Sales Taxes generated during the term of this Agreement may be less than the Maximum Reimbursement Amount; (3) the Tenant will have no right to compel the exercise of any taxing power of the Village for payment of any of the reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this Agreement do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois or any political subdivision thereof; and (5) to the extent that the Tenant has been fully reimbursed for all eligible Redevelopment Project Costs, the sole source of funding for the remaining payments toward the Maximum Reimbursement Amount is Incremental Sales Taxes which is further limited to the Maximum Incremental Sales Tax Amount.

3.5 In the event that IDOR changes its reporting of Municipal Sales Taxes such that it is not reasonably feasible for the Village to attribute Municipal Sales Taxes to the Tenant, the Tenant shall be responsible for duly executing appropriate agreements with the IDOR or successor agency; and to furnish to the Village such authorization forms or other documents as may be required for purposes of identifying the Village's sales tax revenues for the Tenant pursuant to this Agreement. Tenant acknowledges in the event the Tenant has multiple locations, only tax reporting for the location in the Development shall be included in the Village's calculations under this Agreement. Tenant acknowledges that calculations of the Incremental Sales Tax shall solely be based upon amounts reported by the IDOR.

**3.6 Timing of Reimbursement Payments.**

- A. Upon completion of the Project, the Tenant shall submit a Certificate of Expenditure, substantially in the form set forth on Exhibit F (“Certificate of Expenditure”) to document and substantiate the amount of Project costs incurred by the Tenant (“Actual Project Costs”), including Redevelopment Project Costs. In addition to the Certificate of Expenditure, the Tenant’s submission shall include such evidence reasonably acceptable to the Village that validates the Tenant has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner’s sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation has been supplied by the Tenant. Thereafter, the Tenant may submit one requests for amendment to the Certificate of Expenditure to reflect additional Project costs provided that the Tenant submits additional evidence reasonably acceptable to the Village that it has incurred such additional costs and such costs have not previously been reported; provided, however, that the latest date that the Tenant may request to include costs in Actual Project Costs shall be November 15, 2021 All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Actual Project Costs.
- B. To the extent that the Maximum Reimbursement Amount or the Maximum Incremental Sales Tax Amount has not been paid, reimbursements from

Incremental Sales Taxes shall be made to the Tenant on or about 180 days after the end of the Initial Sales Tax Incentive Year and Subsequent Sales Tax Incentive Year, including the last year of the Incremental Sales Tax Term. By way of example only, Sales Tax Incentive Year commences on December 1, 2021, the first reimbursement payment from Incremental Sales Taxes shall be made on or about May 1, 2023. In the event that the amount of Incremental Sales Taxes actually paid to the Tenant exceeds the amount of reimbursement from Incremental Sales Taxes due to the Tenant based on the final calculation of Actual Project Costs, then the Tenant shall repay such excess amount to the Village within 30 days of demand from the Village.

**3.7 Certificate of Completion.** Upon the Tenant's written request, the Village shall issue to the Tenant a Certificate of Completion in recordable form confirming that the Tenant has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Village shall issue the Certificate of Complete only upon (i) the Village's determination of Tenant's satisfactory completion of the Project, and (ii) the Village's approval of a Certificate of Expenditure for the Project. The Village shall respond to the Tenant's written request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Tenant in order to obtain the Certificate of Completion. The Tenant may resubmit a written request for a Certificate of Completion upon accomplishment of such measures.

3.8 **Tenant Indemnification.** In the event a claim is made against the Tenant, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them, or if the Tenant, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them (“Tenant Indemnified Party” or “Tenant Indemnified Parties”) is made a party-defendant in any proceeding arising out of or in connection with the Village’s duties, obligations and responsibilities under the terms of this Agreement to the extent permitted by law, the Village shall indemnify, defend and hold harmless the Tenant Indemnified Parties, or any Tenant Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith. Any such Tenant Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Tenant Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Tenant Indemnified Parties, or any of them, as the case may be, provided that neither the Tenant nor any of the other Tenant Indemnified Parties shall be required to contribute to such settlement.

#### **ARTICLE IV AUTHORITY**

4.1 **Village Powers and Authority.** The Village hereby represents and warrants to the Tenant that the Village has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, and is enforceable in accordance with its

terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

**4.2 Tenant Powers and Authority.** The Tenant hereby represents and warrants to the Village that the Tenant has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Tenant actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Tenant, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

**4.3 Authorized Parties.** Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the Village or the Tenant is required, or the Village or the Tenant is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village Manager or his designee and for the Tenant by any officer of the Tenant so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

## **ARTICLE V DEFAULTS AND REMEDIES**

**5.1 Breach.** A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations

hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto.

**5.2 Cure of Breach.** Except as otherwise provided herein, prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in Section 5.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. Notwithstanding the foregoing, the Village remedy for monetary breaches shall be limited to its actual (but not consequential) damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein, no action taken by a

Party pursuant to the provisions of this Section 5.2 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding anything herein to the contrary, in the event that the Tenant fails to complete the Project, the Village reserves all rights which may include but is not limited to withholding payment of Incremental Taxes.

**Default Shall Not Permit Termination of Agreement.** No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

5.3 **Right to Enjoin.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

## **ARTICLE VI GENERAL PROVISIONS**

6.1 **Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

6.2 **Mutual Assistance.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Village, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or

amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the Village's performance of its obligations hereunder. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

**6.3 Force Majeure.** Neither the Village nor Tenant nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions, takings, and limitations arising subsequent, war, state or national emergency, government mandated closures, damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder (in each case, a "Force Majeure Delay"). In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 6.8. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on

the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

6.4 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. Notwithstanding the foregoing, an amendment to the Project Plans or planned unit development shall not require an amendment to this Agreement. In addition, the Village Manager may affect Minor Modifications to this Agreement without the same being deemed an amendment to this Agreement which requires action by the Village President and the Board of Trustees. For the purposes of this Agreement, the term “Minor Modification” means a modification or waiver of any requirement, specification, or other term set forth in this Agreement, consented to by the Parties in writing, whereby such modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

6.5 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

6.6 **Severability.** If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.7 **Consent or Approval.** Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

6.8 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

6.9 **Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given or made under this Agreement shall be in writing and shall be given in the following manner: (A) by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return receipt requested; (C) by sending e-mail transmission of such Notice with confirmation of receipt; or (D) by commercial overnight delivery of such Notice. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the fifth Business Day (as defined below) after the date of mailing. Notice served by e-mail transmission shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent on a Business Day during business hours. In the event e-mail Notice is transmitted on a non-Business Day or during non-business hours, the effective date and time of Notice is the first business hour of the next Business Day after transmission. Notice served by commercial overnight delivery shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first “business hour” of a Business Day

shall be 8:00 a.m. Central time and the last “business hour” shall be 6:00 p.m. Central time. The term “Business Day” shall be Monday through Friday, excluding federal and State of Illinois holidays.

If to the Village:

Village of Tinley Park  
Attn: Village Manager  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477  
dniemeyer@tinleypark.org

with a copy to:

Peterson, Johnson & Murray Chicago, LLC  
Attn: Kevin Kearney  
200 West Adams Street, Suite 2125  
Chicago, Illinois 60606  
kkearney@pjmchicago.com

If to the Tenant:

Boulevard Street Partners, LLC  
Attn: Ed Nemec  
10255 South Eleanor Ave  
Palos Hills, IL 60465

with a copy to:

James Richert, P.C.  
10723 W. 159<sup>th</sup> St, Orland Park, IL 60467

6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue until the earlier of: (A) the Tenant’s receipt of the Maximum Reimbursement Amount or (B) the last day of the Available Incremental Sales Tax Term, whichever is later;

provided, however, the Village's obligation to make a final reimbursement payment of Incremental Sales Taxes under the Available Incremental Sales Tax Term shall survive the term of the Agreement and the Tenant's rights and remedies to enforce such obligation shall survive the term of the Agreement.

6.12 **Good Faith and Fair Dealing.** Village and Tenant acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

6.13 **Drafting.** Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

6.14 **Recording.** The Tenant shall be permitted to record, at its costs and expense, a memorandum of this Agreement with the Cook County Recorder of Deeds.

6.15 **Covenants Run with the Land/Successors and Assigns.** It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Property. Such covenants shall terminate upon termination or expiration of this Agreement. On or before the last date of payment of Incremental Taxes, the Village shall provide a release to confirm termination of this Agreement which Tenant may, at its sole cost and expense, record against the Property. This Agreement shall inure to the benefit of, and shall be binding upon, each Tenant and each Tenant's respective successors, grantees and permitted assigns, and upon successor corporate authorities of the Village and successor municipalities.

6.16 **Assignment.** Prior to issuance of the Certificate of Completion, Tenant may not assign this Agreement, or any rights of obligations hereunder, to any party, except to an affiliate or party providing financing for the Project, without the prior express written consent of the Village. After to issuance of the Certificate of Completion, the Tenant may assign this Agreement, or any rights of obligations hereunder, provided that the Tenant delivers at least ten (10) days' notice prior to such assignment taking effect.

6.17 **Partial Funding.** Except as otherwise set for in this Agreement, the Tenant acknowledges and agrees that the economic assistance to be received by the Tenant as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Tenant. The Tenant acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Tenant, provided the Tenant complies with the terms and provisions set forth in this Agreement. The Tenant further acknowledges and agrees that the Village is not a joint Tenant or joint venturer with the Tenant and the Village is in no way responsible for completion of any portion of the Project.

6.18 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorneys' and consultants' fees, in addition to whatever other relief the prevailing party may be entitled.

6.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in

full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**VILLAGE OF TINLEY PARK,**  
an Illinois Municipal Corporation

By: \_\_\_\_\_  
Village President

ATTEST:

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

**Boulevard Street Partners, LLC**

By: \_\_\_\_\_  
Name: Edward Nemec  
Its: Managing Partner

[illegible]

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY that the above-named \_\_\_\_\_ is personally known to  
me to be the \_\_\_\_\_ of \_\_\_\_\_, and also personally  
known to me to be the same person whose name is subscribed to the foregoing instrument as such  
\_\_\_\_\_ and respectively, and that he appeared before me this day in person  
and severally acknowledged that, as such \_\_\_\_\_, he signed and delivered  
the said instrument, pursuant to authority given by the limited partnership as his free and voluntary  
act, and as the free and voluntary act and deed of said \_\_\_\_\_ of said limited  
partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Commission expires \_\_\_\_\_

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

**LIST OF EXHIBITS**

- A. LEGAL DESCRIPTION AND MAP OF REDEVELOPMENT AREA
- B. LEGAL DESCRIPTION AND MAP OF PROJECT PROPERTY
- C. PROJECT BUDGET
- D. PROJECT FLOOR PLAN
- E. FORMS AND DISCLOSURE AFFIDAVIT
- F. FORM OF CERTIFICATE OF EXPENDITURE

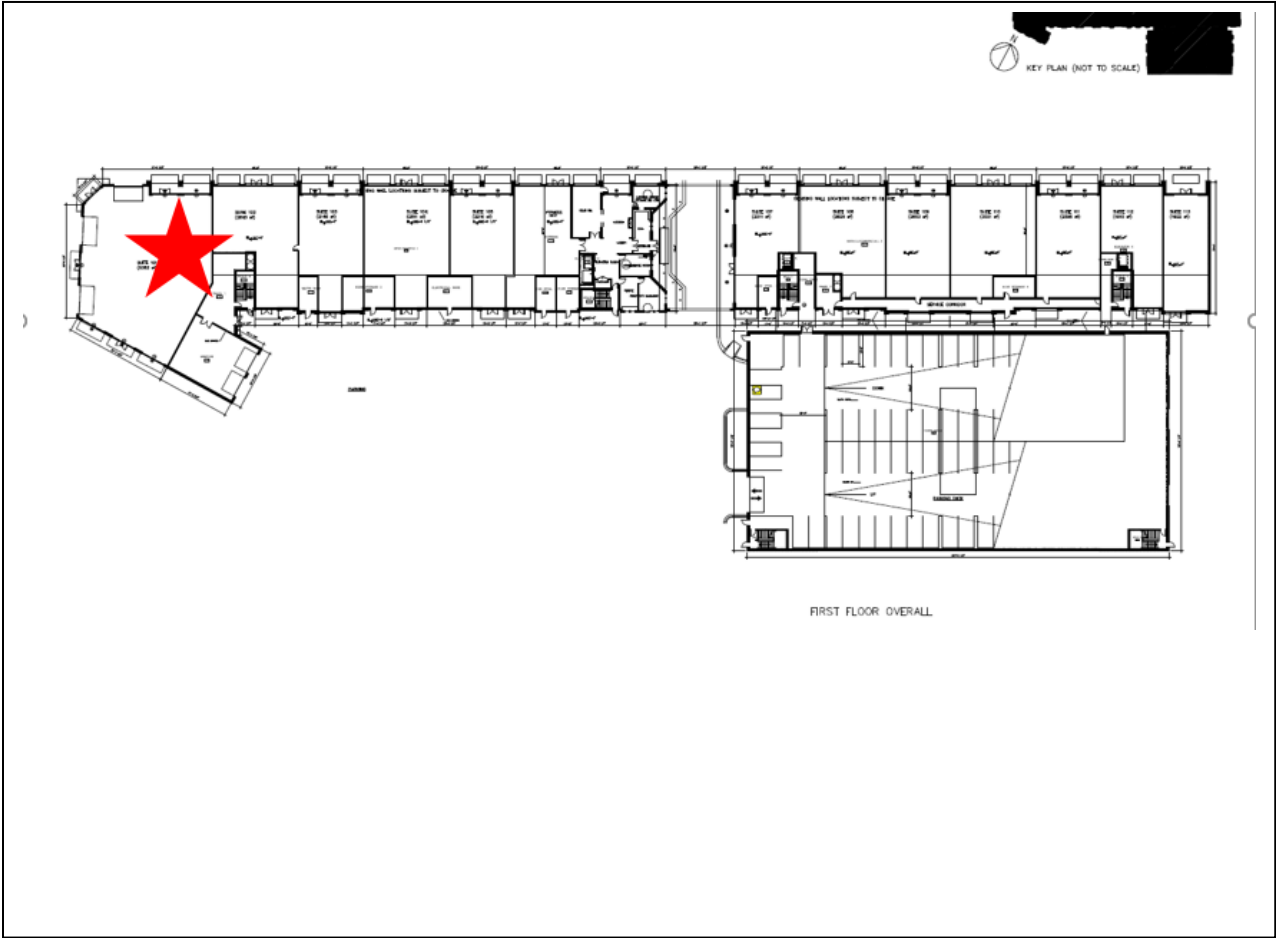
## Legal Description and Map of Redevelopment Project Area

[illegible]

**EXHIBIT B**

**Legal Description and Map of Property**

LOTS 1, 2 AND 3 IN THE BOULEVARD AT CENTRAL STATION, BEING A RESUBDIVISION OF LOTS 3 THROUGH 15 IN BLOCK 9 OF BREMEN, PART OF VACATED SOUTH STREET AND PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BOULEVARD AT CENTRAL STATION RECORDED OCTOBER 4, 2019 AS DOCUMENT NO. 1927716045, IN COOK COUNTY, ILLINOIS.



**EXHIBIT C****Project Budget****Boulevard Restaurant Pro****8/12/20****Tinley Park, Illinois****Build-Out Cost Analysis**

Item #		Item	Description	Cost	Details
1	Hard	Bar Equipment	Wine & Beer Tapping System	\$ 12,500	Wine Tap System
2	Hard	Basic Sound/TV	Backround & TV's	\$ 2,500	Basic Music
3	Hard	Bathrooms	Interior	\$ 10,500	
4	Hard	Beer System	Remote System	\$ 3,500	
5	Hard	Kitchen Equipment	Equipment, Shelving, Etc	\$ 7,500	
6	Hard	Lighting	Lighting Fixtures	\$ 17,500	TBD
7	Hard	Millwork	Materials	\$ 73,000	
8	Hard	Outdoor Signage	Based on Village & Developer Req	\$ 12,000	
9	Hard	POS System	iPad System	\$ 31,000	
10	Hard	Carpentry	Misc	\$ 27,500	
11	Hard	Refrigeration	Coolers, Walk-in, etc	\$ 40,000	
12	Hard	Security System	Camera System	\$ 5,000	
13	Hard	Table Tops, Seating	Custom Table	\$ 24,000	
14	Hard	Theme Elements	Décor	\$ 40,000	
15	Hard	Electronic O/D Menu System	Digital Signage	\$ 5,300	
16	Hard	Entry Way	Revolving Door	\$ 35,000	
17	Hard	Hard Scape/Landscape	????	\$ 5,000	
18	Hard	Patio/Waiting	Seating, Misc	\$ 5,000	
19	Hard	Phone System		\$ 2,500	
20	Hard	Kitchen Wares	Pots, Pans, Etc	\$ 10,500	TBD
21	Hard	Table Top/Service Wares	Glass Ware, Table Ware, Etc	\$ 7,500	TBD
22	Hard	Office	Computer, Printer, Phones, Etc	\$ 2,500	
23	Hard	Misc Electrical	Landscape Lighting, Hook-up, Lighting	\$ 7,500	
		<b>Sub T</b>		<b>\$ 387,300</b>	
24	Hard	Décor	Décor	\$ 12,500	
25	Hard	Bar	Custom Bar Build	\$ 35,000	
26	Hard	Bar Equipment	Equipment	\$ 47,500	
27	Hard	Build-Out	All other	\$ 725,000	
28	Hard	Catering Equipment	Warmers, etc	\$ 7,500	
29	Hard	Carpentry	Misc, Labor, Wall Treatment, Etc	\$ 16,500	
30	Hard	Audio/Video	TOGO Module	\$ 5,500	
31	Hard	Bar Equipment	Wine & Beer Tapping System	\$ 4,000	
32	Hard	Carry-out	Build	\$ 210,000	TBD

[illegible]

**EXHIBIT E****Form of Disclosure Affidavit**

State of Illinois            )  
   ) ss  
 County of \_\_\_\_\_ )

I, \_\_\_\_\_, reside at \_\_\_\_\_ in the City/Village of \_\_\_\_\_, County of \_\_\_\_\_, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the \_\_\_\_\_ of \_\_\_\_\_ (“Tenant”).

That the property in question has a common street address referred to as: \_\_\_\_\_, in the Village of Tinley Park, County of Cook, State of Illinois, and with a Property Index Number(s) of \_\_\_\_\_ (hereinafter “Redevelopment Property”).

That I understand that pursuant to Illinois law, prior to execution of the redevelopment agreement between the Tenant and the Village, Illinois law requires the owner, authorized trustee, corporate official or managing member or agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Property and/or Project, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property and/or project after this transaction is consummated.

As the owner, authorized trustee, corporate official or managing member or agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are \_\_\_\_\_; or
- (b) The shareholders with more than 7.5% interest are \_\_\_\_\_; or
- (c) The members with more than 7.5% interest in the limited liability company are \_\_\_\_\_, or
- (d) The corporation is publicly traded and there is no readily known individual having greater than a 7.5% interest in the corporation.

This instrument is made to induce the Village to enter into the redevelopment agreement and in accordance with the Illinois law.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021. Affiant: \_\_\_\_\_

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

**EXHIBIT F****Form of Certificate of Expenditure**

Date: \_\_\_\_\_, 2021

To: Village of Tinley Park, ("Village")

Re: Restaurant Group ("Tenant") \$\_\_\_\_\_ Incremental Tax Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement between Restaurant Group and the Village, dated \_\_\_\_\_, 2021, as authorized pursuant to Resolution No. 2021-R-\_\_\_\_ ("Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Tenant hereby certifies that, as of the date hereof, \$\_\_\_\_\_ has been advanced by Tenant in connection with the Project. Such amount has been properly incurred, is a proper charge made or to be made in connection with the Project costs, including Redevelopment Project Costs. Total Project costs are \$\_\_\_\_\_ and Redevelopment Project Costs are \$\_\_\_\_\_. Documents substantiating these expenditures and their payment are attached hereto.

IN WITNESS WHEREOF, Tenant has caused this certification to be signed on its behalf as of the date shown above.

**Boulevard Street Partners, LLC**

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

Name: Edward Nemec

Title: Managing Partner

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION**

### **NO. 2021-R-003**

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**A RESOLUTION APPROVING AND AWARDED AN OAK PARK  
AVENUE SIGN GRANT TO RIZ VILLASEÑOR OF MEDPRO HEALTH  
PROVIDERS, LLC AT 16820 OAK PARK AVENUE**

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

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

---

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-003****A RESOLUTION APPROVING AND AWARDED AN OAK PARK  
AVENUE SIGN GRANT TO RIZ VILLASEÑOR OF MEDPRO HEALTH  
PROVIDERS, LLC AT 16820 OAK PARK AVENUE**

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

**WHEREAS**, the Village of Tinley Park (“Village”) has adopted the Oak Park Playbook (“OPA Playbook”), which is a series of grants designed to encourage development in downtown Tinley Park; and

**WHEREAS**, an application has been filed with the Community Development Department by Riz Villaseñor, on behalf of MedPro Health Providers, LLC (“Petitioner”), owns certain real estate, located at 16820 S. Oak Park Avenue (“Subject Property”), PIN #28-30-107-026-0000 and 28-30-107-017-0000 legally described in the attached Exhibit 1, and has applied for one (1) Oak Park Avenue Sign Grant (“Sign Grant”); and

**WHEREAS**, the Economic and Commercial Commission (ECC) reviewed the application on March 8, 2021 and found that the application met the intent of the OPA Playbook standards and voted 9-0 to recommend to the Village President and Board of Trustees for the approval of the grant. The Petitioner will utilize the funds received from the Sign Grant to install a new monument sign at the Subject Property (“Sign Improvement”); and

**WHEREAS**, said Petitioner is eligible for the Sign Grant in an amount not to exceed \$2,375.00 as described in the estimated cost in the attached Exhibit 2; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to award Petitioner said Sign Grant in an amount not greater than \$2,375.00; 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:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid Sign Grant be awarded to Petitioner to install a new monument sign at the Subject Property and that said Sign Grant shall be in an amount not greater than \$2,375.00.

**SECTION 3:** That the Petitioner, prior to receipt of any monies from the Village, shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

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

**SECTION 5:** 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 13<sup>th</sup> day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13<sup>th</sup> day of April, 2021.

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. 2021-R-003, “A RESOLUTION APPROVING AND AWARDED AN OAK PARK AVENUE SIGN GRANT TO RIZ VILLASEÑOR OF MEDPRO HEALTH PROVIDERS, LLC FOR 16820 OAK PARK AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT 1**  
LEGAL DESCRIPTION

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

**PARCEL IDENTIFICATION NUMBER:** 28-30-107-026-0000 AND 28-30-107-017-0000

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

**EXHIBIT 2**

revision - 2 sided sign  
2 panels back to back  
posts hidden

10' from property line is 30' from sidewalk

sandblasted/cnc routed dimensional wood sign  
Text & border are raised - background pebble smooth  
stone base 14 x 3" bricks - painted/stained  
Address numbers 6"  
mounted on two 4" x 4" x 10' treated posts in concrete  
overall size: 60" high 64" wide  
Sign: 60.0" x 36.0"  
Base: 64.0 x 24.0"  
Sign sq foot: 10 overall 26.65  
Frontage: 75'



RY TIME EFFECTIVE SIGNS EVERY TIME EFF



## Proposal

March 19, 2021

Med Pro Health Providers  
16820 Oak Park Ave  
Tinley Park, IL 60477

Attention: Riz Villaseñor  
Project: Monument sign

*As per your request, we are submitting our bid to provide materials and labor to provide the following:*

### \*Revision 2 sided sign

Design, Fabricate & Install:

1) Monument sign - 2 sided - Aprox 60 x 60" overall

Wood (cedar) sandblasted panels (two panels with posts in between)  
60 x 30 x 1.75"

MED PRO HEALTH PROVIDERS

as per approved layout

Mounted on two treated 4x4x8' posts aprox 36" deep in concrete.

Brick/stacked stone base -width of sign

Overall height aprox 60"

Total: \$4750.00

**TERMS:** \$2750.00 deposit required to begin, balance \$2000.00 upon completion  
payment forms - cash, check, credit/debit card incurs 3.99%

**DELIVERY/TIME** 4-6 weeks

delivery time begins after municipality permit approval

*Any layouts or renderings provided to aid in purchase of a sign from Effective Signs, Inc remain property of Effective Signs, Inc. and cannot be copied or reproduced to produce a similar sign.*

*This signed contract constitutes authorization to proceed. Deposits are non-refundable once any work has begun.*

*This includes permit paperwork, emails, meetings and purchase of materials.*

*We make every effort to be aware of local sign codes & revisions, however, changes to any sign to conform with current code requirements in order to be approved by a municipality after an agreed proposal is rendered, will be re-quoted and accordingly charged at our discretion for any physical changes to the sign from the original proposal as well as additions of materials, labor, permit procurement, emails & meetings.*

*You are entering into a legally binding agreement to purchase signage from Effective Signs, Inc.*

*Delivery times are estimates only and completion may take longer than quoted.*

*Effective Signs, Inc. will not install any sign without local municipality and property owner approval.*

*Effective Signs, Inc. reserves the right to request full payment of balance due prior to installation of sign.*

*Additionally, customer grants Effective Signs, Inc., permission to, at our discretion, remove any part or complete sign that has been installed but not fully paid by the terms set forth above.*

Accepted By: \_\_\_\_\_ Title/Position: \_\_\_\_\_ Date: \_\_\_\_\_  
owner, principal \_\_\_\_\_

address of owner/ principal \_\_\_\_\_ street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

Business Tax ID # if corporation \_\_\_\_\_

**16752 OAK PARK AVENUE/TINLEY PARK, IL 60477 ♦ 708.633.0730 [effectivesigns@yahoo.com](mailto:effectivesigns@yahoo.com)**



# PLAN COMMISSION STAFF REPORT

March 4, 2021-Public Hearing

## Text Amendment-Pickup Window in Neighborhood Flex Districts

### Petitioner

Village of Tinley Park

### Approvals Sought

Text Amendments to Sections II.B. (Definitions) and Section XII.3.A. Table 3.A.2. (Legacy Code, Special Uses)



*Example of a Pickup Window for pre-orders*

Revisions from the previous staff report are noted in red.

### EXECUTIVE SUMMARY

Consider recommending that the Village Board approve text amendments to allow a Pickup Window in the Neighborhood Flex Legacy Districts. The proposed text amendments will define a Pickup Window to distinguish it from a Drive-thru or Drive-in Establishment and allow a pickup window as a Special Use for restaurant uses in the Neighborhood Flex Districts. The pickup window will be limited to pre-orders (phone-in and on-line) only; no on-site ordering will be allowed.

Durbin's Restaurant (17265 Oak Park Avenue) is expanding its business and has leased a small space at the north end of the multi-tenant building located at the northwest corner of Oak Park Avenue and 183<sup>rd</sup> Street. This will be a scaled down version of their current establishment in the Downtown Core and will be used primarily for picking up pre-orders. Durbin's is seeking a pickup window to facilitate quick and easy distribution of these food orders.

Drive-through establishments are specifically prohibited in the Legacy Districts due to their negative impact on walkability. As with most urban areas, the goal is to create a pedestrian friendly environment that is not focused on vehicular convenience. Therefore, it is important to make a distinction between drive-thru uses which require drive up lanes with adequate vehicular stacking and a pickup window used for preorders only. The proposed text amendments provide a definition for a pickup window and conditions for allowing a pickup window as a Special Use for restaurant uses.

At the workshop the Commission expressed general support for the proposed text amendments noting that limiting the Special Use to only the Neighborhood Flex districts allowed for individual analysis and protection of the pedestrian friendly aspects of the other Legacy Districts. Support was given to limit the window to side and rear facades and to prohibit new curb cuts and menu order boards/signs.

### BACKGROUND

Text amendments are necessary to keep the Zoning Ordinance current with new uses, implement new policies, and ensure that the Zoning Ordinance furthers its purpose of promoting the health, safety, and general welfare of the public. When analyzing a text amendment, staff must be cautious to be as comprehensive in their analysis as possible and not propose amendments that pertain to only one particular circumstance. This can lead to disproportionate regulation and potential conflicts in other areas of the code. However, as market and economic conditions of a community change it is necessary to evaluate the zoning ordinance to ensure it is meeting the needs and vision of the community. The recent COVID crisis has significantly impacted the restaurant community. Those businesses that quickly adapted to

### Project Planner

Paula J. Wallrich, AICP  
Planning Manager

delivery or pickup services were able to successfully weather the in-door dining prohibitions. Restaurants with drive-thru services witnessed significant growth and, in most cases, have survived better than those restaurants without drive-thru windows/lanes. As vaccines continue to predict the world's ability to return to more normal business practices, restaurants have found benefit in providing alternate opportunities to in-door dining including improved delivery services and increased food pickup options.

Village staff has received several short-term temporary requests for such things as curbside pickup parking areas, but requests have also been received for permanent drive-thru and pick-up window additions. In September, approval was granted for Chipotle that included a pickup window at a location previously operating as a drive-thru for a bank. The pickup concept is relatively new for Chipotle, but has been successful in their other locations due to the added convenience for customers and employees. Chipotle's concept is built on customization of their entrees and thus a traditional drive-thru concept was not appropriate for them due to longer ordering and preparation times. Since there is limited stacking room at their proposed site, approval was granted for pickup only despite drive-thru uses being a permitted use in this zoning district (B-3).

COVID, along with the introduction of mobile ordering and delivery services, has accelerated the number of convenient options available for restaurant customers. Restaurant specific apps as well as apps like DoorDash or Grubhub make it easier to get food for pickup and delivery. As businesses adjust to this new demand, pickup windows are becoming a permanent addition for streamlining the delivery of phone orders.

Fast Casual is the most popular type of restaurant embracing the pickup window. According to market research from the QSR and Insula Research an estimated 50 to 70% of their revenue is generated from the drive-thru window. Advanced ordering and pickup windows alleviate wait times in the drive-thru and improve the flow of customers. Some restaurants are even building stores with 2-3 windows and allocating a section of these windows exclusively for pickup orders. Some fast-food restaurants even plan to keep and expand pandemic innovations, including "contactless" locations that limit all personal interactions between customers and staff. According to recent articles mobile ordering has become a key deciding factor for where customers shop and order their food.

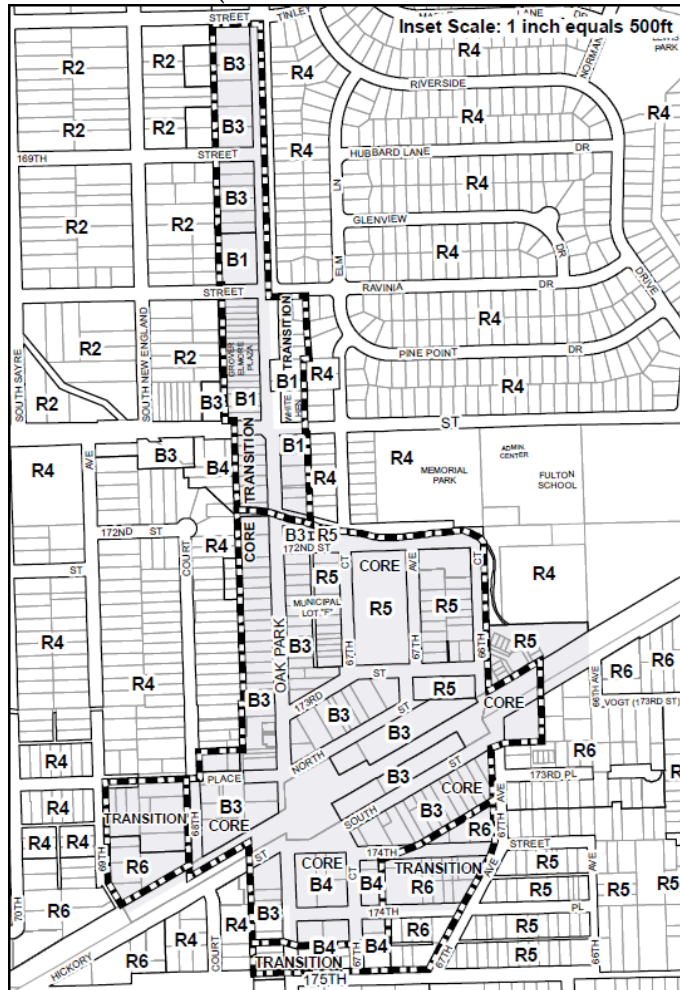
Durbin's is a successful restaurant with six locations including one in downtown Tinley Park. While most of the customers dine-in (during non-COVID times) they also operate a strong catering and carry out business. Durbin's recently leased a small space (2,000 sq. ft.) at the northwest corner of Oak Park Avenue and 183<sup>rd</sup> Street (18250 Oak Park Avenue) that will focus on their on-line and phone carryout orders. They requested staff to investigate options to operate a pickup window for phone and on-line orders since they are prohibited in the Legacy District. The Village Zoning Ordinance does not distinguish a pickup window from a drive-thru window. Drive-thru establishments are prohibited in the Legacy Districts as is typical of downtown areas that have a pedestrian-friendly focus. Therefore, staff is proposing a new definition for a pickup window that is distinct from a drive-thru window as well as provide for pickup windows in the Neighborhood Flex Legacy District as a Special Use for restaurant uses.

## ZONING

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Restaurants with drive thru facilities are only allowed in General Business and Commercial (B-3), Office and Restricted Industrial (ORI) and General Manufacturing (M-1) districts; they are prohibited in the Legacy Districts. Section XII of the Zoning Ordinance outlines the Legacy Code which includes regulations for the six character districts for the area along Oak Park Avenue between 167<sup>th</sup> Street and 183<sup>rd</sup> Street. The Legacy Code, adopted in 2011, replaced sections of the Zoning Ordinance and the Historic (H-1) District. Similar to the Legacy Code, the H-1 District prohibited drive-thru facilities, albeit the H-1 district encompassed a smaller area than the Legacy area. (see comparison below.) Similar to the H-1 District which was "intended to allow for the continued function of contemporary land uses, while emphasizing pedestrian orientation within an intimate streetscape design, and de-emphasizing automobile uses", the intent of the Legacy Code was to strengthen the aesthetics and economic vitality of the downtown by implementing principles such as "creating a walkable downtown where pedestrians come first". The Legacy Districts were organized to provide for the greatest density and walkability in the centralized Downtown Core (DC) with areas to the north and south of the DC providing for more flexibility and encourage residential uses in certain areas to support the commercial uses in the DC. At the north and south ends of the Legacy area are the Neighborhood Flex (NF) Districts which are "intended to help create a mix of commercial and multi-family uses to anchor the north and south ends of the Legacy Code Area". The NF districts function as gateways to the downtown core and help transition from typical vehicular oriented commercial areas to the more pedestrian-friendly downtown.

## H-1 District (16800-17500 Oak Park Avenue)



## Legacy N-F Districts



The  
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not included in the H-1  
(which allows drive thru  
at the southeast corner of  
167th Street where the

commercial center was zoned B-1 (Ace Hardware and Gas Station). At the south end of the Legacy Area both the southwest and northwest corners of the intersection of 183rd Street and Oak Park Avenue were previously zoned B-3; the northeast corner was zoned B-1 (part of the Eagles Nest PUD). The southeast corner included an unincorporated Parcel (Dendrinis) surrounded by Single-Family Residential (R-1) zoning which reflected the existing landuses at that time.

With the adoption of the Legacy Code, several of the parcels in what is now zoned the NF District, lost their ability to have drive-thru facilities. This was part of the overall vision as outlined in the Legacy Plan (adopted 2009) which served as the guide for the Legacy Code. The Plan emphasized the need to maintain a pedestrian friendly downtown that concentrated density in the downtown core and transitioned to residential uses to the north and south. As part of the overall vision of the Legacy Plan, the prohibition of drive thru facilities was defensible for all of the Legacy Districts in an effort to promote walkability between the residential and commercial districts—a common planning policy for urban areas.

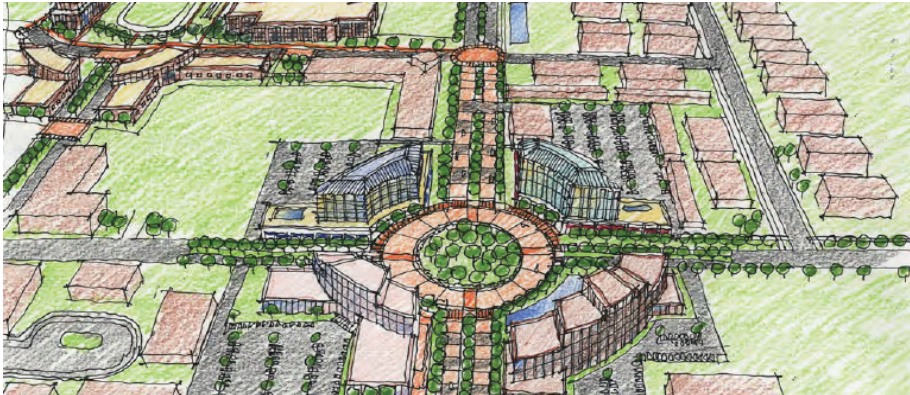
The north and south points of the study area became the Neighborhood Flex districts with the adoption of the Legacy Code in 2011. For the north end of the planning area the Legacy Plan highlighted the 167th Street and Oak Park Avenue intersection, particularly the southeast corner, stating the redevelopment of the parcels should “include a building with minimal setback on 167th and Oak Park Avenue that create a street wall, minimal curb cuts and prioritize pedestrian entrances.” (This parcel was zoned B-1 at that time and is immediately adjacent to single-family homes.) The opposite corner (southwest) reflected the bank with its drive-up lanes on the south side of the building. (It was zoned B-3 at that time). The Plan recommended that future planning for this intersection should include commercial on all four corners. Upon redevelopment it encouraged moving buildings closer to the roadways with vehicular access pushed to the rear of the lots. It is important to note that the Legacy District ends at that intersection and does not include parcels on the north side of 167th Street.



Transformation to a neighborhood retail center to anchor the north end of the Legacy Area

For south of the planning area the Legacy planning component

the end significant



“Gateway District” intended to create a dramatic southern gateway at 183<sup>rd</sup> Street and Oak Park Avenue that connected the Downtown Core to the Village’s entertainment and tourism district. Due to this configuration, buildings were pushed close to the roadway and reflected the curvature of the roundabout. This conceptual design supported the pedestrian orientation of the Plan as well as the prohibition of drive-thru facilities. However, in 2016 the Village Board removed the roundabout from the plans. The right-of-way (ROW) and some of the improvements (sidewalks) still reflect the roundabout plans at the northwest and northeast corners, but the intersection developed (see below).

will not be with a roundabout



## DISCUSSION

Since the adoption of the Legacy Code in 2011, staff has worked through certain issues common to new Code. Until a new code is 'tested' through its application for land use requests, it is impossible to know how it may impact development/redevelopment decisions. Code development typically goes through adjustments and revisions as it is implemented. There have been several amendments to the Legacy Code; some significant and some merely correcting scrivener errors or unintentional results. Variations have been granted and interpretations have been made. Yet with every decision staff continues to seek guidance from the Legacy Plan.

The Legacy Plan is based on ten principles that together provide a three-prong approach to guiding development in the Legacy area: 1) Preservation; 2) Economic Development; and 3) Infrastructure/Urban Design. As important as some of the Plan's guiding principles related to preservation and urban design are "transition from commercial use to residential uses outside of the downtown core, encourage building mass to peak at the downtown core and create a walkable downtown where pedestrians come first"; other principles emphasize the need to "build a strong economic future for downtown Tinley Park". Arguably pedestrian oriented design supports the prohibition of drive thru lanes that increase the number of curb cuts along the street face and increase vehicular traffic. However, the plan specifically highlights commercial uses at the north and south ends of the Legacy area that serve as a transition and entry to the Legacy District. To remain competitive and support the economics of the Legacy area, these transition areas must respond to the commercial environment as it changes with market demand and spending habits. It is these transition areas that staff believes provide an opportunity to revisit the absolute prohibition of drive-thru facilities. The Neighborhood Flex District is intended to serve as a transition from prototypical commercial configurations to the more residential and pedestrian orientation of the other Legacy Districts and therefore warrants further analysis of the drive-thru prohibition.

As a transition area, staff is recommending a step down from the traditional drive-thru facility to a pickup window only. A drive-thru facility requires adequate stacking for vehicles accessing ordering and pick up windows. This necessarily results in increased setbacks from the ROW which is contrary to some of the basic tenets of the districts that limits front yard setbacks and brings buildings closer to the ROW to build a pedestrian-friendly 'street wall'. A pickup window which does not allow for on-site ordering, is restricted to only servicing customers who have pre-ordered and are instructed to pick up their food item at a specific time, decreases the amount of stacking required and the time a vehicle is waiting in line. This results in a shorter access lane and thereby can allow for decreased front yard setbacks from the ROW.

Staff has analyzed properties in the NF district and has found a few properties that could take advantage of a pickup window opportunity. These are highlighted below. It will be important that the Village analyzes any request for a pickup window on a case-by-case basis to ensure that the pedestrian experience is not compromised. Consideration will need to be given to not create new curb cuts that may impact pedestrian ways, or alter the streetscape in a negative manner. Therefore, staff is recommending any request for a pickup window be approved as a Special Use and that a condition of the Special Use be limited to those properties with existing curb cuts; creation of new curb cuts will be prohibited. Additionally, pickup windows shall be located on rear and side facades only and for restaurant uses only. No signage for menu boards will be allowed; this will discourage any attempts at on-site ordering. Through the Special Use process, conditions related to the specific applicant and business can be imposed to ensure minimal negative impacts on the overall district.

The properties highlighted below only reflect those properties that have existing curb cuts and therefore would be eligible for a pickup window. A closer examination of the individual properties reveals much less opportunity due to the existing nature of the various landuses and lot configuration.





Additionally,  
important to  
pickup  
distinguish it

in establishment or drive-in restaurant where the definition establishes the drive-in nature of the establishment as its principal or primary part of the business as defined below:

it will be  
define a  
window to  
from a drive-

*Drive-in Establishment - A Drive-In Establishment is a business establishment so developed that its principal retail or service character is dependent on providing a driveway approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle (e.g. restaurants, cleaners, banks, theaters, etc.).*

*Drive-in Restaurant: A Drive-In Restaurant is an establishment whose primary business is serving food to the public normally for consumption outside the confines of the principal permitted building, or in vehicles parked upon the premises, regardless of whether or not, in addition thereto, seats or other accommodations are provided inside for patrons.*

Staff recommends adding a new definition for a Drive-thru Window and a Pickup Window as follows:

Drive-thru Window: A window that provides exterior access for a business to distribute product or provide a service to a patron. The window is accessed by a drive-thru vehicular lane that may or may not include signage for placing orders of product or services sold by the business.

Pickup Window: A window that provides exterior access for a business to distribute product or provide a service to a patron that has been previously ordered; on-site ordering of product or requests for service are not permitted.

## RECOMMENDATION

Staff recommends the Commission consider amending the Legacy Code to include definitions for a Drive-thru Window and a Pickup Window and create a Special Use for a pickup window for restaurant uses in the Neighborhood Flex District. Pickup Windows will be limited to side and rear facades only; new curb cuts and menu board signage are prohibited.

## MOTIONS TO CONSIDER

If the Plan Commission wishes to take action on the proposed Text Amendment, the appropriate wording of the motions is listed below.

**MOTION #1**

“...make a motion to recommend the Village Board amend Section II.B (Definitions) to add (in alphabetical order) the following definitions:

Drive-thru Window: A window that provides exterior access for a business to distribute product or provide a service to a patron. The window is accessed by a drive-thru vehicular lane that may or may not include signage for placing orders of product or services sold by the business.

Pickup Window: A window that provides exterior access for a business to distribute product or provide a service to a patron that has been previously ordered; on-site ordering of product or requests for service are not permitted.

**MOTION #2**

“...make a motion to recommend the Village Board amend Section IX.3.A. (Uses) Table 3.A.2. (Special Uses) to add (in alphabetical order) the following Special Use:

Restaurant Pickup Window for pre-orders only\*\*

(below table)

*\*\* pickup window to be located on side or rear facades. New curb cuts and exterior menu signs for ordering are prohibited.”*

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2021-O-012**

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**AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE TO  
ALLOW RESTAURANT PICKUP WINDOWS IN THE NEIGHBORHOOD FLEX  
LEGACY DISTRICTS**

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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. 2021-O-012****AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE TO  
ALLOW RESTAURANT PICKUP WINDOWS IN THE NEIGHBORHOOD FLEX  
LEGACY DISTRICTS**

**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 recognize the importance of protecting the pedestrian environment of the Legacy District;

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park (“Village”) desires to amend its Zoning Ordinance to allow restaurant pickup windows as a Special Use in the Neighborhood Flex (NF) district under certain conditions; and

**WHEREAS**, the proposed amendments are consistent with the vision of the Legacy Plan or intent of the Neighborhood Flex districts; and

**WHEREAS**, the proposed Amendments have been referred to the Plan Commission of the Village and have been processed in accordance with the Village of Tinley Park Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Amendments should be adopted on March 4, 2021 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

**WHEREAS**, on March 4, 2021 the Plan Commission voted 7-0 in favor to recommend said Amendments to the Tinley Park Zoning Ordinance; and

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

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

**NOW, THEREFORE, Be It Ordained** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AS FOLLOWS:

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

**Section 2:** That Section II.B (Definitions) is hereby amended to include the following definitions in alphabetical order as follows:

**Drive-thru Window:** A window that provides exterior access for a business to distribute product or provide a service to a patron. The window is accessed by a drive-thru vehicular lane that may or may not include signage for placing orders of product or services sold by the business.

**Pickup Window:** A window that provides exterior access for a business to distribute product or provide a service to a patron that has been previously ordered; on-site ordering of product or requests for service are not permitted.

**Section 3:** That Section IX.3.A. (Uses) Table 3.A.2. (Special Uses) is hereby amended to include (in alphabetical order) the following Special Use”

**Restaurant Pickup Window for pre-orders only\*\***

(below table)

*\*\* pickup window to be located on side or rear facades. New curb cuts and exterior signs for ordering are prohibited.*

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

**Section 5:** That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

**Section 6:** That this Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED THIS 13<sup>th</sup> day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13<sup>th</sup> day of April, 2021.

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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. 2021-O-012, “AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE TO ALLOW RESTAURANT PICKUP WINDOWS IN THE NEIGHBORHOOD FLEX LEGACY DISTRICTS.” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**PAMPHLET**

**FRONT OF PAMPHLET**

**ORDINANCE NO. 2021-O-012**

**AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE TO  
ALLOW RESTAURANT PICKUP WINDOWS IN THE NEIGHBORHOOD FLEX  
LEGACY DISTRICTS**

Published in pamphlet form this 13<sup>th</sup> day of April, 2021, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: \_\_\_\_\_  
KRISTIN A. THIRION  
Village Clerk

**PAMPHLET**

**BACK OF PAMPHLET**

**ORDINANCE NO. 2021-O-012**

**AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE TO  
ALLOW RESTAURANT PICKUP WINDOWS IN THE NEIGHBORHOOD FLEX  
LEGACY DISTRICTS**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park,  
Cook and Will Counties, Illinois.

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

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

**SUBJECT: MINUTES OF THE MARCH 4, 2021 REGULAR MEETING**

**ITEM #1 PUBLIC HEARING – TEXT AMENDMENT – RESTAURANT PICKUP WINDOW IN THE NEIGHBORHOOD FLEX DISTRICTS**

Consider recommending that the Village Board approve the proposed text amendment to allow a pickup window in the Neighborhood Flex Legacy Districts. The proposed text amendments will define a Pickup Window to distinguish it from a Drive-thru or Drive-in Establishment and allow a pickup window as a Special Use for restaurant uses in the Neighborhood Flex Districts under certain conditions.

**Present Plan Commissioners:**

Chairman Garrett Gray (Participated electronically)  
Eduardo Mani (Participated electronically)  
Angela Gatto (Participated electronically)  
Mary Aitchison (Participated electronically)  
Steven Vick (Participated electronically)  
James Gaskill  
Kehla West (Participated electronically)

**Absent Plan Commissioners:**

Lucas Engel  
Frank Loscuito

**Village Officials and Staff:**

Dan Ritter, Senior Planner  
Paula Wallrich, Planning Manager (Participated electronically)  
Kathy Congreve, Commission Secretary  
Kimberly Clarke, Community Development Director

**Guests:**

Thomas McAuliffe, Owner of Durbin's (Participated electronically)

CHAIRMAN GRAY asked for a motion to open the Public Hearing. A motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER VICK to open the Public Hearing.

COMMISSIONER GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

Prior to making her presentation, MS. WALLRICH noted for the record that the staff report has been distributed to the Commission, and posted on the Village website. The staff report will be attached to the minutes as part of the meeting record.

PAULA WALLRICH, Planning Manager, then presented her staff report.

CHAIRMAN GRAY asked for comments from each Commissioner. Comments were as follows:

COMMISSIONER VICK stated that good and reasonable provisions are being made and that it will help protect the integrity of the area.

COMMISSIONER WEST stated she's excited about the possibilities and potentials for the restaurants.

CHAIRMAN GRAY stated he appreciated the staff's work on this, keeping the downtown economically friendly to the business owners while maintaining the vision of the Neighborhood District.

There were no other comments and no comments from the public.

CHAIRMAN GRAY asked for a motion to close the Public Hearing. A motion was made by COMMISSIONER MANI, seconded by COMMISSIONER AITCHISON to close the Public Hearing.

COMMISSIONER GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

CHAIRMAN GRAY stated that there are two motions for this text amendment and asked for motions.

A motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER WEST to recommend the Village Board amend Section II.B (Definitions) to add (in alphabetical order) definitions for a *Drive-thru Window* and a *Pickup Window* as outlined in the March 4, 2021 Staff Report.

CHAIRMAN GRAY asked for a Roll Call.

YES: CHAIRMAN GRAY, COMMISSIONERS MANI, GATTO, AITCHISON, VICK, GASKILL, and WEST

NO: none

CHAIRMAN GRAY declared the motion carried.

A motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER VICK to recommend the Village Board amend Section IX.3.A. (Uses) Table 3.A.2. (Special Uses) to add (in alphabetical order) a Special Use for a *"Restaurant Pickup Window for pre-orders only"* with the annotation that *"pickup windows are to be located on the side or rear facades. New curb cuts and exterior signs for ordering are prohibited"*.

CHAIRMAN GRAY asked for a Roll Call.

YES: CHAIRMAN GRAY, COMMISSIONERS MANI, GATTO, AITCHISON, VICK, GASKILL, and WEST

NO: none

CHAIRMAN GRAY declared the motion carried.

This will go to the Village Board on March 9, 2021.



# PLAN COMMISSION STAFF REPORT

March 18, 2021- Public Hearing

## Petitioner

Thomas McAuliffe, on behalf of Durbin's

## Property Location

18250 Oak Park Avenue

## PIN

28-31-307-017-0000 &  
28-31-307-018-0000

## Zoning

NF (Legacy –  
Neighborhood Flex)

## Approvals Sought

Special Use Permit

## Durbin's Express Pickup Window

18250 Oak Park Avenue



## EXECUTIVE SUMMARY

The Petitioner, Thomas McAuliffe on behalf of Durbin's (tenant), is requesting Site Plan Approval and consideration to recommend Village Board approval of a Special Use Permit for a Restaurant Pickup Window at 18250 Oak Park Avenue in the NF (Legacy – Neighborhood Flex) zoning district.

The request is being reviewed simultaneously with the text amendment that allows a Special Use for a restaurant pickup window in the NF district. The window will be located on the north wall of the building and function only as a pickup window for previously placed phone and online orders. Per the proposed Special Use requirements, there are no new curb cuts created and no on-site ordering permitted. Two stalls will be dedicated to pickup orders to avoid any significant stacking at the window.

Site Plan Approval will allow for the pickup window and site changes required for proper circulation around the building. Changes include one-way drive aisle circulation, traffic control signage, and lighting improvements. Deteriorated pavement will be repaired and replaced at the rear of the building that will be more heavily used by the public due to the proposed pickup window.

Changes from the March 4, 2021 Workshop Staff Report are indicated in Red.

## Project Planner

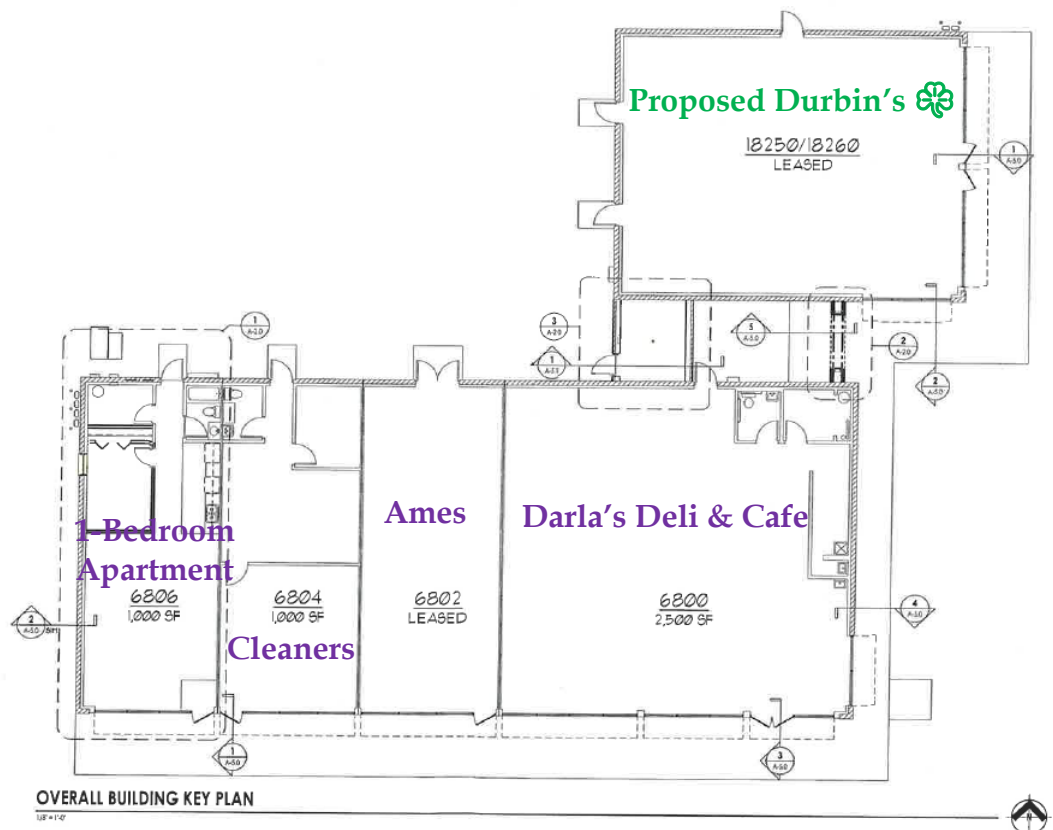
Daniel Ritter, AICP  
Senior Planner

## EXISTING SITE & HISTORY

The subject site is located on two lots that function as a single mixed-use property and located at the northwest corner of 183<sup>rd</sup> Street and Oak Park Avenue. There are currently 5 tenant spaces on the property. One space is utilized as a 1,000 sq. ft. 1-bedroom apartment approved by a special use in 2013 (Ordinance 2013-O-058). The largest space is occupied by Darla's Deli & Café, which is also operated by the applicant. The other two tenant spaces are occupied by Ames (contractor/tool sales) and a dry cleaner. In addition to the shopping center, the property owner owns the two vacant lots to the north of the property. The tenant space proposed for Durbin's was formally occupied by Ames (before downsizing to their current location in the center), and most recently a t-shirt screen printing business.



The center underwent several site and façade upgrades from 2013-2014 as part of the Special Use approval for the apartment. These included sprinkling the buildings, creating a more modern facade look, restriping the parking lot, increasing landscaping, and replacement of the light poles. The upgrades were completed and approved in 2014. Some minor property maintenance concerns will be addressed separately by code enforcement; issues related to the pickup window request will be addressed as part of the Special Use.



## ZONING & NEARBY LAND USES

The subject property is a mixed-use property (first-floor apartment) located in the Legacy District and zoned NF (Neighborhood Flex.) The Legacy Code, adopted in 2011, was “intended to allow for the continued function of contemporary land uses, while emphasizing pedestrian orientation within an intimate streetscape design, and de-emphasizing automobile uses.” The intent of the Legacy Code is to strengthen the aesthetics and economic vitality of the downtown by implementing principles such as “creating a walkable downtown where pedestrians come first”. The Legacy Districts were organized to provide for the greatest density and walkability in the centralized Downtown Core (DC) with areas to the north and south of the DC providing for more flexibility and encouraging residential uses in certain areas to support the commercial uses in the DC. At the north and south ends of the Legacy area are the Neighborhood Flex (NF) Districts which are “intended to help create a mix of commercial and multi-family uses to anchor the north and south ends of the Legacy Code Area”. The NF districts function as gateways to the downtown core and help transition from typical auto-oriented commercial and tourist areas to the pedestrian-friendly downtown. The NF districts areas are the subject of the proposed restaurant pickup window text amendment which distinguishes a pickup window from a typical drive-thru window that involves onsite ordering and waiting as the food is prepared.

The subject property is surrounded by properties also zoned NF including vacant lots and the Central Middle School to the north, a detached single-family home to the west, and vacant lots to the east and south.

## PROPOSED USE

The Petitioner is looking to open a second location for Durbin's in Tinley Park (7<sup>th</sup> overall) in the proposed 2,000 sq. ft. space. The new location will have a similar menu to their “full-scale” location. However, this will be an “express” location with limited seating and table service (6-8 tables expected with an emphasis on pickup and delivery options. A gaming area is also planned for this location and the layout is expected to be similar to the neighboring Darla's location, but with Durbin's atmosphere and food.

Durbin's has had success with takeout and delivery at their current locations even before the COVID-19 pandemic. However, the pandemic has made delivery and contactless takeout options more important for the success of their restaurant locations. The applicant believes they need to have this flexibility in the future to ensure they can remain competitive if restrictions are re-implemented. Thus, the requested pickup window makes distribution of pre-ordered food easier than their current operations, which requires the customer or employee to enter/exit the building to bring the food to customer parked in a traditional parking space.

A restaurant use is permitted within all Legacy Districts but the proposed pickup window requires the approval of a Special Use Permit and Site Plan Approval for the layout to ensure it is safe and in line with the principles set out in the Legacy Plan.

***Open Item #1: Discuss the proposed Special Use for a restaurant pickup window and coordination with the Legacy Plan/Code principles.***

Legacy N-F Districts

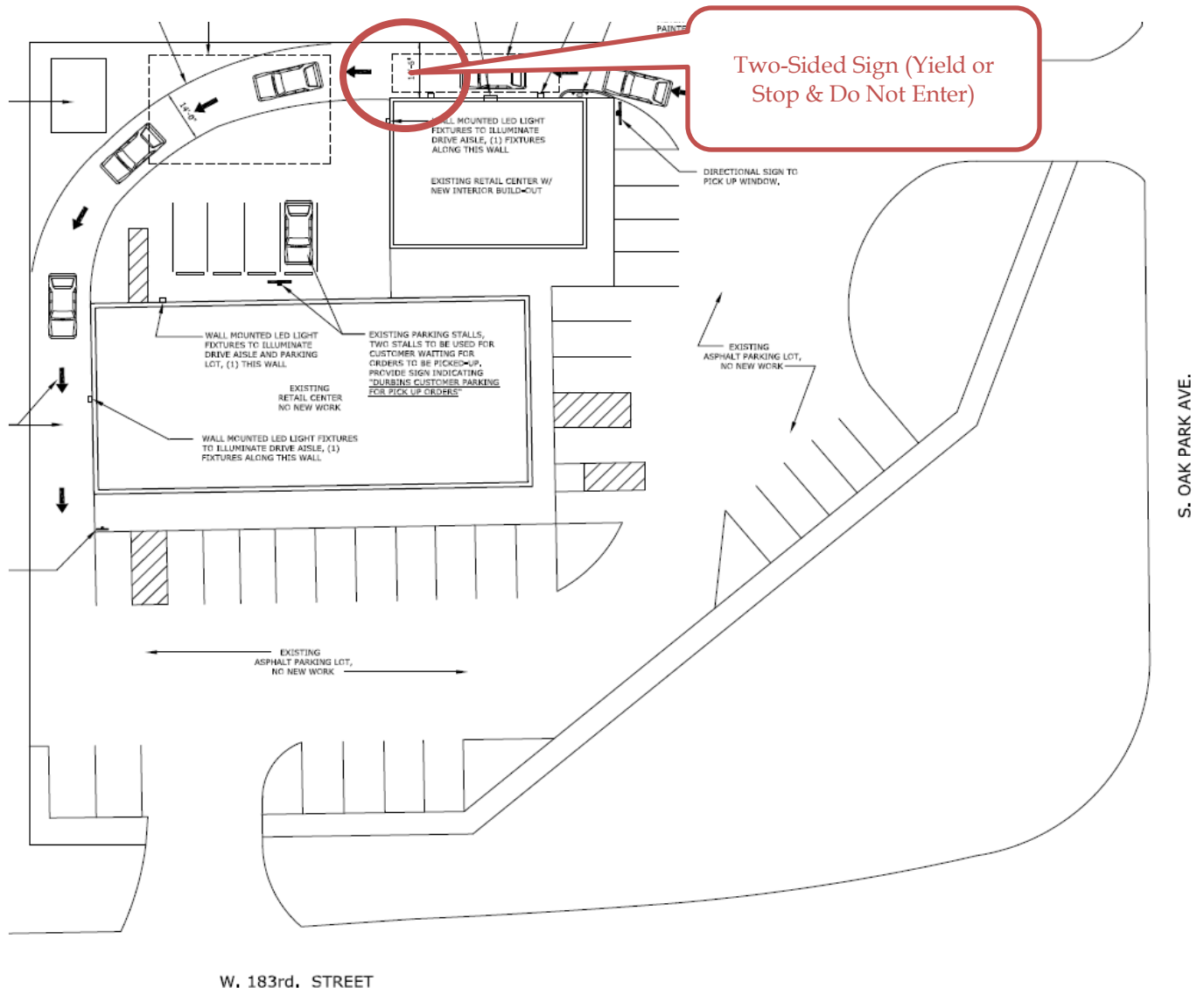


## SITE PLAN & CIRCULATION

### Pickup Circulation & Stacking

To install a pickup or drive-thru window in the Village requires site plan review. The review is important to understand how site circulation and vehicle stacking will work on the site. With drive-thru windows, a traffic and stacking study is typically required due to the complexity of the demand and operations unique to individual users. However, with this proposal, there is no on-site ordering permitted and all food orders must be placed ahead of time. That operational setup is designed to avoid stacking or long wait times. The concept of a pickup-only window has gained popularity with the effects of COVID-19. The proposed location allows for up to 3 vehicles to be stacked without blocking site circulation. The Petitioner has planned to dedicate two of the parking stalls at the rear of the building for situations when an order is not ready when a customer arrives. These stalls will have signage indicating they are for pickup order waiting only. Employees will bring the orders out to the vehicles once they are ready. While it is not expected to be an issue, due to the excess number of required parking spaces on the site, further stalls on the site can be dedicated (behind or in front of the building) if any issues arise.

Vehicles accessing the pickup window circulate the site in a counterclockwise fashion and exit heading south on the west side of the center. The circulation and one-way flow of traffic will be emphasized by signage at the entrance and exits of the drive aisle as well as striping on the pavement.



At the recommendation of the Plan Commission signage will be added to the northwest corner of the building that will be visible to vehicles leaving the pickup window. The yield or stop sign will slow vehicles leaving the window and help avoid a potential conflict with vehicles exiting the rear parking spaces. Additionally, a "One Way - Do Not Enter" sign will face the rear parking area to avoid parked vehicles exiting the wrong direction. Arrows will be striped to further indicating the one-way access around the building. These items have been added as a recommended condition of approval and are required to be submitted and reviewed by staff with the permit.

***Open Item #2: Discussion of order pickup circulation around the rear of the building.***

Gas Meter Locations

Staff has noted a concern regarding the location of gas meters along the drive aisles to the north and west sides of the building and may present a safety hazard. The gas meters are existing and currently protected by bollards. However, the increase in traffic from the general public around the building and the prominence of the gas meter location before the pickup window led to initial staff concerns with their location. Relocation was explored but the Petitioner has noted this is cost prohibitive, therefore, staff is recommending that the bollards be replaced and adequate curbing be added to help guide vehicles around the path (as shown on the plans). A condition is also recommended to clarify that the layout and spacing around the gas meters are subject to Fire Department approval.

***~~Open Item #3: Discussion of the gas meter and bollards locations within the drive aisles. Discuss a condition requiring adequate curbing and new bollards acceptable to the fire and building departments.~~***

Asphalt Quality

Staff has also expressed a concern regarding the quality of the asphalt along the north side of the building and the rear of the building. It has had a number of asphalt patches over the years and continues to deteriorate. The front parking area was resurfaced more recently (around 2012) but the rear portion was not completed.) These asphalt conditions are not only unsightly but can create safety concerns as well. It is likely with increased traffic the deterioration will only be accelerated. Staff recommends some large patching or resurfacing for the portions that will be heavily traveled. The general locations of these replacements have been indicated on the attached site plan. Staff recommends a deadline of May 31, 2021 to complete the asphalt work.

***~~Open Item #4: Discussion of asphalt condition, replacement areas, with a deadline of May 31<sup>st</sup> as a condition of approval.~~***

Parking

The Legacy Code has a simple requirement of 4 spaces per 1,000 sq. ft. of commercial space and 1.5 spaces per dwelling unit in the NF zoning district. The simpler parking allowances allow for some flexibility in use changes over time and places more responsibility on the property owner and tenants to ensure that the parking on the site is adequate for the mix of uses.

Parking Required	
Residential (1.5 spaces per unit)	2
Commercial (4 spaces per 1,000 sq. ft.)	26
Total Required	28
Parking Provided	
Total	37 (including 2 ADA and 2 Durbin's pickup)

The site has approximately 6,500 sq. ft. of commercial space and one residential unit. The total required parking on the site is 28 spaces (26 for commercial uses and 2 for the apartment). The subject site has 37 parking stalls, including the two dedicated stalls for Durbin's pickup Customers.

The Petitioner and property owner have noted they believe that there is adequate parking on the site due to the limited seating of this location and the mix of tenants. The peak parking times will be at lunch, in the evenings, and on the weekends. The main competition for parking at those peak times will be from Darla's. However, the Petitioner also operates that business and believes the parking can be adequately coordinated to accommodate both businesses. The other two tenants (Ames and Cleaners) have few employees (1-2 each) and limited parking demand from customers. If customer parking did become an issue for those smaller tenants, "15-Minute Parking" signs can be installed so that customers staying long periods park in less convenient spaces.

## LIGHTING

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The Petitioner was tasked with reviewing the lighting on the site for safety and visibility especially at the rear of the building where customers will be traveling more frequently. The new lighting photometric plan is attached and proposes adding 5 wall-mounted lights to the sides and the rear of the building that will increase visibility on the site for customers and employees.

The lighting complies with the maximum lighting levels required by the Legacy Code (max .5fc at the property line). However, the Petitioner has proposed a lighting fixture type not permitted in the Legacy District, which are more traditional/historic-looking fixtures. To meet the code requirements and provide uniformity on the building, the Petitioner can use gooseneck fixtures similar to the front façade of the building, however, the proposed fixtures mostly not visible from the roadways. The provide additional light coverage than a traditional gooseneck light fixture which is important in this area. Staff is recommending the Commission consider a Variation of the code for the proposed lights.



Left: Proposed lighting fixture



Right: Existing front façade lighting.

### ***Open Item #5: Discuss proposed lighting and light fixture Variation.***

A Variation is being requested to allow the proposed fixtures, which are mostly not visible from the public roadways and are more appropriate for the rear and sides of the building, as opposed to gooseneck fixtures.

## ARCHITECTURE, LANDSCAPE, SIGNAGE

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The subject site will remain in compliance with all of the other aspects of the 2013 site plan and architectural approvals attached to this staff report. No changes are proposed with this project and any deficiencies will be addressed by code enforcement with the property owner.

## LEGACY CODE STANDARDS

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

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of the Legacy Code ordinance;
  - *The proposal improves economic development by assisting in the occupancy of a vacant building with a restaurant tenant. The pickup-only window limits vehicle stacking since all takeout food will be ordered ahead of time. The requests do not decrease walkability on the site or within the overall Legacy District.*
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
  - *The pickup-only window is compatible with uses in the center and the NF (Neighborhood Flex) district, which helps transition other commercial areas of the Village to the Legacy District and Downtown Core.*
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
  - *No building façade changes or building additions are proposed.*
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - *The requests assist in the occupancy of a currently vacant unit. The pickup window assists with restaurant success during a difficult time in a pandemic. It is expected the pickup window will help the success of the businesses in that unit both now and in the future.*

## STANDARDS FOR A SPECIAL USE

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Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff will provide draft Findings in the Staff Report for the Public Hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - *The pickup window and overall site traffic control have been designed for safe pedestrian and vehicle access on the site.*
- 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 pickup window will only be used for previously placed orders and will not have a speaker. Without orders placed on-site, vehicle stacking will be limited and will not negatively affect adjacent properties.*
- 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;
  - *A pickup window at the proposed location does not burden neighboring properties from developing or redeveloping within the code requirements.*

- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The building and site are existing and have all existing utilities, roads, and drainage required to operate.*
- 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
  - *A pickup window avoids excessive stacking that can cause traffic circulation or off-site issues. Additionally, proposed "overflow" pickup/takeout spaces for the tenant at the rear allows for vehicles to wait for food that may not be ready yet, without blocking traffic flow.*
- 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 proposal includes a variation for the proposed light fixture style and will in all other ways meet Village zoning and building code requirements.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The pickup window assists in the occupancy of a currently vacant unit. The pickup window assists with restaurant success during a difficult time in a pandemic. It is expected the pickup window will help the success of the businesses in that unit both now and in the future.*

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

## STANDARDS FOR A VARIATION

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

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 proposed light fixtures have been designed to be economical, attractive, and to safely illuminate the rear parking lot and drive aisles for customers to access. They are not highly visible from the public right of way with the goal of making them appear more inconspicuous and neutral.*
2. The plight of the owner is due to unique circumstances.
  - *The location of the lights will not be easily visible or detract from the building's front façade design. The proposed lights will better blend into the building and better illuminate the access aisle for increased safety and visibility at the sides and rear of the building.*
3. The Variation, if granted, will not alter the essential character of the locality.

- *The lights will only be minimally visible from Oak Park Avenue or adjacent properties with off-site light or glare on residentially-used properties.*
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
    - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
    - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
    - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
    - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
    - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
    - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## STANDARDS FOR SITE PLAN APPROVAL

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Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. The Architectural Standards are not included since the proposal does not propose architectural changes to the façade. Specific responses are not required for each item but each shall be met and considered for approval by the Plan Commission.

### Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.

- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

## MOTIONS FOR CONSIDERATION

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

### Motion 1 (Special Use):

*"...make a motion to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), a Special Use for a restaurant pickup window at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the March 18, 2021 Staff Report, subject to the following conditions:*

1. *The pickup window shall not permit any on-site ordering and is for picking up previously placed orders only.*
2. *The Special Use is subject to completion of all work outlined in the Site Plan Approval.*

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

### Motion 2 (Variation):

*"...make a motion to recommend that the Village Board grant a Variation from Section XII.3.I - Table III.I.1 of the zoning code (Legacy Code – Lighting), to the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), to permit a light fixture style not otherwise permitted to be located on the rear and sides of the building, at the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the March 18, 2021 Staff Report."*

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

### Motion 3 (Site Plan):

*"...make a motion to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), Site Plan Approval to modify the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and subject to the following conditions:*

1. *Proper protection and curbing shall be installed around the gas meter in accordance with Building and Fire Department requirements.*
2. *Site Plan Approval is subject to the approval of the Variation and Special Use by the Village Board.*
3. *Site Plan Approval is subject to final traffic control plan approval by Village Staff, including revisions to add a yield or stop sign at the northwest corner of the building and specific arrow locations. A separate permit shall be submitted for this parking lot and traffic control work.*
4. *Asphalt patching as indicated on the plan shall be completed by May 31, 2021."*

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

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2021-O-015**

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**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A RESTAURANT  
PICKUP WINDOW AT CERTAIN PROPERTY LOCATED AT 18250 OAK PARK  
AVENUE**

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

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

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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. 2021-O-015****AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A RESTAURANT  
PICKUP WINDOW AT CERTAIN PROPERTY LOCATED AT 18250 OAK PARK  
AVENUE**

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

**WHEREAS**, a petition for the granting of a Special Use Permit to allow a “restaurant pickup window” on property located at 18250 Oak Park Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Thomas McAuliffe on behalf of Durbin’s (“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 March 18, 2021 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 with conditions; 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 pickup window and overall site traffic control have been designed for safe pedestrian and vehicle access on the site.*
- 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 pickup window will only be used for previously placed orders and will not have a speaker. Without orders placed on-site, vehicle stacking will be limited and will not negatively affect adjacent properties.*
- 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 pickup window at the proposed location does not burden neighboring properties from developing or redeveloping within the code requirements.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The building and site are existing and have all existing utilities, roads, and drainage required to operate.*
- 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
  - *A pickup window avoids excessive stacking that can cause traffic circulation or off-site issues. Additionally, proposed "overflow" pickup/takeout spaces for the tenant at the rear allows for vehicles to wait for food that may not be ready yet, without blocking traffic flow.*

- 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 proposal includes a variation for the proposed light fixture style and will in all other ways meet Village zoning and building code requirements.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The pickup window assists in the occupancy of a currently vacant unit. The pickup window assists with restaurant success during a difficult time in a pandemic. It is expected the pickup window will help the success of the businesses in that unit both now and in the future.*

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

**LEGAL DESCRIPTION:**

LOT 5 AND 6 IN BLOCK 10 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST ½ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBERS:** 28-31-307-017-0000 and 28-31-307-018-0000

**COMMONLY KNOWN AS:** 18250 Oak Park Avenue, Tinley Park, Illinois

**SECTION 4:** That a Special Use Permit for a Restaurant Pickup Window, as defined in the Village of Tinley Park Zoning Ordinance, at the Subject Property is hereby granted to the Petitioner, Thomas McAuliffe, on behalf of Durbin's, with the following conditions:

1. The pickup window shall not permit any on-site ordering and is for picking up previously placed orders only.
2. The Special Use is subject to completion of all work outlined in the Site Plan Approval.
3. A 6-foot-high privacy fence shall be installed along the western property line prior to operating the pickup window. A separate fence permit shall be obtained by the Building Department prior to installation.

**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 13<sup>th</sup> day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13<sup>th</sup> day of April, 2021.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

[illegible]

2021-11-22  
EXP. 11-22

	VILLAGE REVIEW	3-10-2002
No:	Description:	Date:

Sheet No: T2.0

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-015, “AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A RESTAURANT PICKUP WINDOW AT CERTAIN PROPERTY LOCATED AT 18250 OAK PARK AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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

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

**SUBJECT: MINUTES OF THE MARCH 18, 2021 REGULAR MEETING**

**ITEM #1 PUBLIC HEARING – DURBIN’S EXPRESS, 18250 OAK PARK AVENUE – SITE PLAN APPROVAL, SPECIAL USE FOR A RESTAURANT PICKUP WINDOW, AND VARIATION**

Public hearing to consider recommending the Village Board grant Thomas McAuliffe, on behalf of Durbin’s (Petitioner), approval of a Special Use Permit for a Restaurant Pickup Window in the NF (Legacy – Neighborhood Flex) zoning district.

Present Plan Commissioners:	Chairman Garrett Gray (Participated electronically) Eduardo Mani (Participated electronically) Mary Aitchison (Participated electronically) Steven Vick (Participated electronically) Frank Loscuito (Participated electronically) James Gaskill
Absent Plan Commissioners:	Lucas Engel Angela Gatto Kehla West
Village Officials and Staff:	Dan Ritter, Senior Planner Kathy Congreve, Commission Secretary (Participated electronically)
Guests:	Thomas McAuliffe, Durbin’s owner (Participated electronically)

CHAIRMAN GRAY asked for a motion to open the Public Hearing. Motion made by COMMISSIONER AITCHISON, seconded by COMMISSIONER VICK. Chairman Gray requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried and invited staff to start with the presentation of this item.

Prior to making his presentation, DAN RITTER, Senior Planner, noted for the record that the staff report has been distributed to the Commission, and posted on the Village website. The staff report will be attached to the minutes as part of the meeting record. He then presented his staff report.

CHAIRMAN GRAY stated that he received proof of the Notice of Publication for this Public Hearing. He asked for comments from each Commissioner; there were none. He pointed out that a letter was received by staff from a neighbor to the west who had concerns about the property and requested privacy fencing. The petitioner, Tom McAuliffe, reached out to the neighbor and agreed to install a privacy fence. Chairman Gray also noted that he felt that the two-sided sign on the northwest corner looked good.

CHAIRMAN GRAY asked if the Petitioner had anything to add; he had no comments.

CHAIRMAN GRAY asked if there was anyone from the public wishing to comment; there were none.

DAN RITTER stated that the fence has been noted as a matter of public record and will be added as a condition into the approval that the fence be installed before the operation of the drive-up window.

There was no further communication on this matter.

A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER LOSCUITO to close the public hearing on Durbin's Express.

CHAIRMAN GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

There were no further comments or discussion.

DAN RITTER gave a summary of the standards: Legacy Code Standards, Standards for Special Use, Standards for Variation, and Standards for Site Plan-Site Design; these were also outlined in the Staff Report.

The first motion, for Special Use was made by COMMISSIONER MANI, seconded by COMMISSIONER AITCHISON to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), a Special Use for a restaurant pickup window at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the March 18, 2021 Staff Report, subject to the following conditions:

1. The pickup window shall not permit any on-site ordering and is for picking up previously placed orders only.
2. The Special Use is subject to completion of all work outlined in the Site Plan Approval.
3. A 6-foot-high privacy fence shall be installed along the western property line prior to operating the pickup window. A separate fence permit shall be obtained by the Building Department prior to installation.

Roll Call:

AYE: CHAIRMAN GRAY, COMMISSIONERS MANI, AITCHISON, VICK, GASKILL, and LOSCUITO

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

The second motion, for the Variation was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON to recommend that the Village Board grant a Variation from Section XII.3.I - Table III.I.1 of the zoning code (Legacy Code – Lighting), to the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), to permit a light fixture style not otherwise permitted to be located on the rear and sides of the building, at the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the March 18, 2021 Staff Report.

Roll Call:

AYE: CHAIRMAN GRAY, COMMISSIONERS MANI, AITCHISON, VICK, GASKILL, and LOSCUITO

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

The third motion, for Site Plan Approval was made by COMMISSIONER LOSCUITO, seconded by COMMISSIONER GASKILL to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), Site Plan Approval to modify the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and subject to the conditions listed in the March 18, 2021 Staff Report.

Roll Call:

AYE: CHAIRMAN GRAY, COMMISSIONERS MANI, AITCHISON, VICK, GASKILL, and LOSCUITO

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This will go to the Village Board for approval on April 13, 2021.



# PLAN COMMISSION STAFF REPORT

March 18, 2021- Public Hearing

## Petitioner

Thomas McAuliffe, on behalf of Durbin's

## Property Location

18250 Oak Park Avenue

## PIN

28-31-307-017-0000 &  
28-31-307-018-0000

## Zoning

NF (Legacy –  
Neighborhood Flex)

## Approvals Sought

Special Use Permit

## Durbin's Express Pickup Window

18250 Oak Park Avenue



## EXECUTIVE SUMMARY

The Petitioner, Thomas McAuliffe on behalf of Durbin's (tenant), is requesting Site Plan Approval and consideration to recommend Village Board approval of a Special Use Permit for a Restaurant Pickup Window at 18250 Oak Park Avenue in the NF (Legacy – Neighborhood Flex) zoning district.

The request is being reviewed simultaneously with the text amendment that allows a Special Use for a restaurant pickup window in the NF district. The window will be located on the north wall of the building and function only as a pickup window for previously placed phone and online orders. Per the proposed Special Use requirements, there are no new curb cuts created and no on-site ordering permitted. Two stalls will be dedicated to pickup orders to avoid any significant stacking at the window.

Site Plan Approval will allow for the pickup window and site changes required for proper circulation around the building. Changes include one-way drive aisle circulation, traffic control signage, and lighting improvements. Deteriorated pavement will be repaired and replaced at the rear of the building that will be more heavily used by the public due to the proposed pickup window.

Changes from the March 4, 2021 Workshop Staff Report are indicated in Red.

## Project Planner

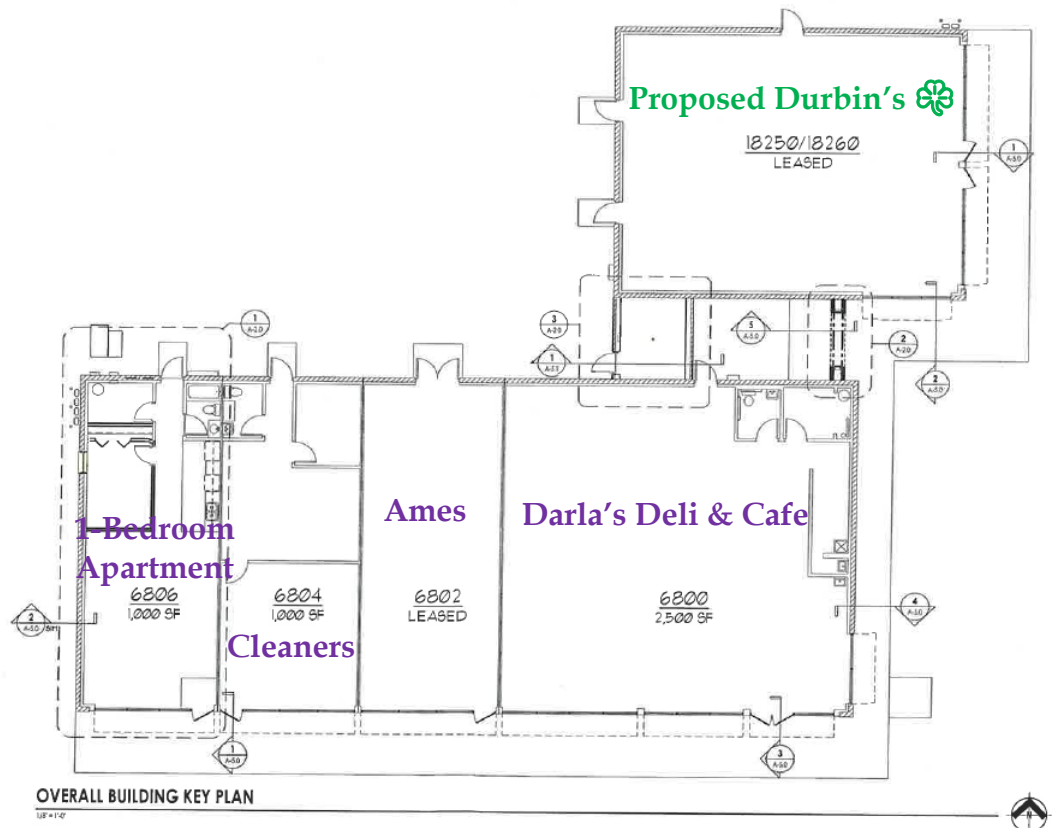
Daniel Ritter, AICP  
Senior Planner

## EXISTING SITE & HISTORY

The subject site is located on two lots that function as a single mixed-use property and located at the northwest corner of 183<sup>rd</sup> Street and Oak Park Avenue. There are currently 5 tenant spaces on the property. One space is utilized as a 1,000 sq. ft. 1-bedroom apartment approved by a special use in 2013 (Ordinance 2013-O-058). The largest space is occupied by Darla's Deli & Café, which is also operated by the applicant. The other two tenant spaces are occupied by Ames (contractor/tool sales) and a dry cleaner. In addition to the shopping center, the property owner owns the two vacant lots to the north of the property. The tenant space proposed for Durbin's was formally occupied by Ames (before downsizing to their current location in the center), and most recently a t-shirt screen printing business.



The center underwent several site and façade upgrades from 2013-2014 as part of the Special Use approval for the apartment. These included sprinkling the buildings, creating a more modern facade look, restriping the parking lot, increasing landscaping, and replacement of the light poles. The upgrades were completed and approved in 2014. Some minor property maintenance concerns will be addressed separately by code enforcement; issues related to the pickup window request will be addressed as part of the Special Use.



## ZONING & NEARBY LAND USES

The subject property is a mixed-use property (first-floor apartment) located in the Legacy District and zoned NF (Neighborhood Flex.) The Legacy Code, adopted in 2011, was “intended to allow for the continued function of contemporary land uses, while emphasizing pedestrian orientation within an intimate streetscape design, and de-emphasizing automobile uses.” The intent of the Legacy Code is to strengthen the aesthetics and economic vitality of the downtown by implementing principles such as “creating a walkable downtown where pedestrians come first”. The Legacy Districts were organized to provide for the greatest density and walkability in the centralized Downtown Core (DC) with areas to the north and south of the DC providing for more flexibility and encouraging residential uses in certain areas to support the commercial uses in the DC. At the north and south ends of the Legacy area are the Neighborhood Flex (NF) Districts which are “intended to help create a mix of commercial and multi-family uses to anchor the north and south ends of the Legacy Code Area”. The NF districts function as gateways to the downtown core and help transition from typical auto-oriented commercial and tourist areas to the pedestrian-friendly downtown. The NF districts areas are the subject of the proposed restaurant pickup window text amendment which distinguishes a pickup window from a typical drive-thru window that involves onsite ordering and waiting as the food is prepared.

The subject property is surrounded by properties also zoned NF including vacant lots and the Central Middle School to the north, a detached single-family home to the west, and vacant lots to the east and south.

## PROPOSED USE

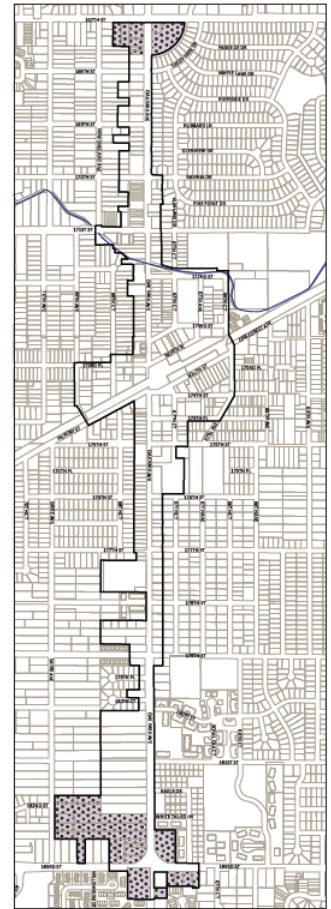
The Petitioner is looking to open a second location for Durbin's in Tinley Park (7<sup>th</sup> overall) in the proposed 2,000 sq. ft. space. The new location will have a similar menu to their “full-scale” location. However, this will be an “express” location with limited seating and table service (6-8 tables expected with an emphasis on pickup and delivery options. A gaming area is also planned for this location and the layout is expected to be similar to the neighboring Darla's location, but with Durbin's atmosphere and food.

Durbin's has had success with takeout and delivery at their current locations even before the COVID-19 pandemic. However, the pandemic has made delivery and contactless takeout options more important for the success of their restaurant locations. The applicant believes they need to have this flexibility in the future to ensure they can remain competitive if restrictions are re-implemented. Thus, the requested pickup window makes distribution of pre-ordered food easier than their current operations, which requires the customer or employee to enter/exit the building to bring the food to customer parked in a traditional parking space.

A restaurant use is permitted within all Legacy Districts but the proposed pickup window requires the approval of a Special Use Permit and Site Plan Approval for the layout to ensure it is safe and in line with the principles set out in the Legacy Plan.

***Open Item #1: Discuss the proposed Special Use for a restaurant pickup window and coordination with the Legacy Plan/Code principles.***

Legacy N-F Districts

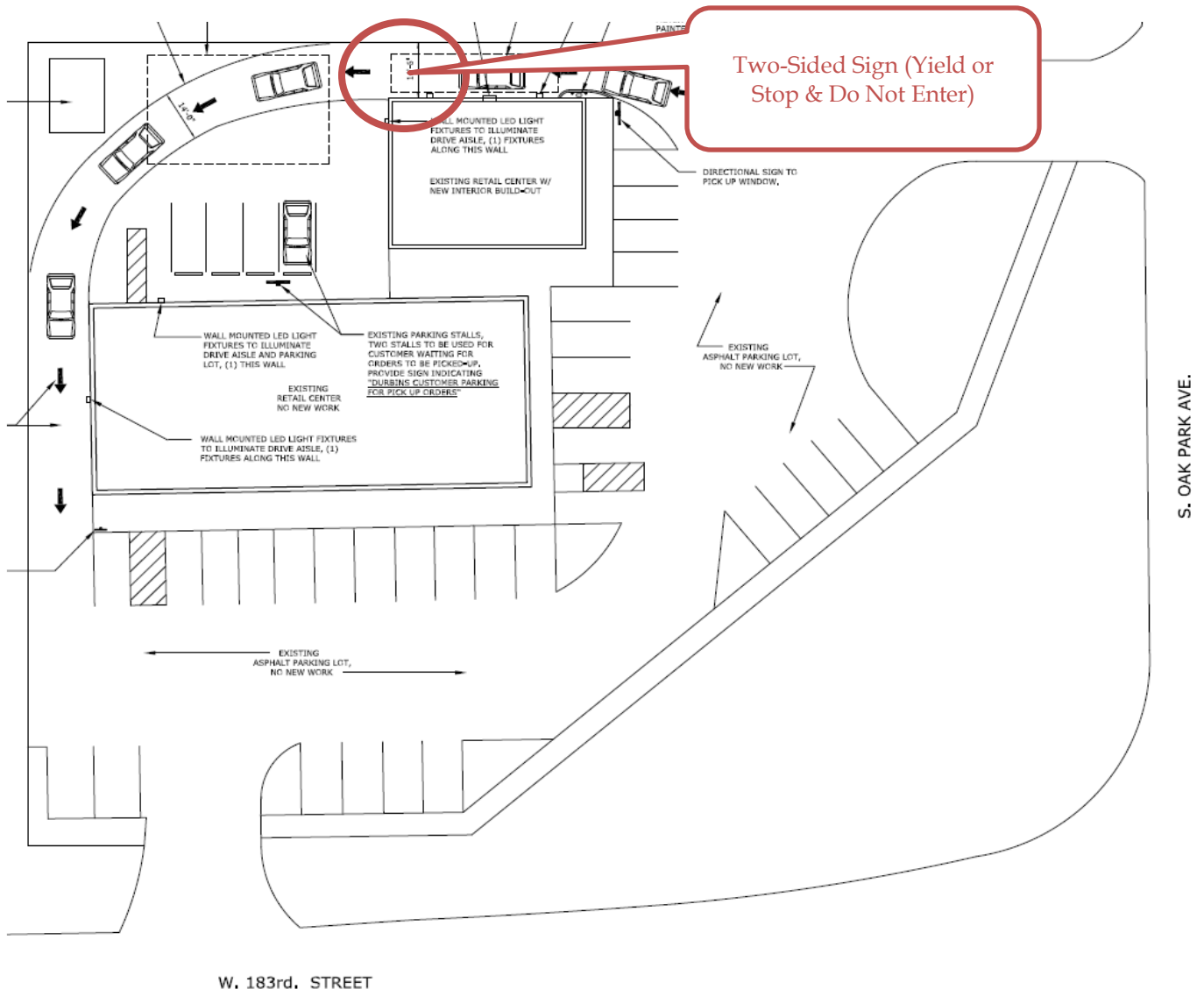


## SITE PLAN & CIRCULATION

### Pickup Circulation & Stacking

To install a pickup or drive-thru window in the Village requires site plan review. The review is important to understand how site circulation and vehicle stacking will work on the site. With drive-thru windows, a traffic and stacking study is typically required due to the complexity of the demand and operations unique to individual users. However, with this proposal, there is no on-site ordering permitted and all food orders must be placed ahead of time. That operational setup is designed to avoid stacking or long wait times. The concept of a pickup-only window has gained popularity with the effects of COVID-19. The proposed location allows for up to 3 vehicles to be stacked without blocking site circulation. The Petitioner has planned to dedicate two of the parking stalls at the rear of the building for situations when an order is not ready when a customer arrives. These stalls will have signage indicating they are for pickup order waiting only. Employees will bring the orders out to the vehicles once they are ready. While it is not expected to be an issue, due to the excess number of required parking spaces on the site, further stalls on the site can be dedicated (behind or in front of the building) if any issues arise.

Vehicles accessing the pickup window circulate the site in a counterclockwise fashion and exit heading south on the west side of the center. The circulation and one-way flow of traffic will be emphasized by signage at the entrance and exits of the drive aisle as well as striping on the pavement.



At the recommendation of the Plan Commission signage will be added to the northwest corner of the building that will be visible to vehicles leaving the pickup window. The yield or stop sign will slow vehicles leaving the window and help avoid a potential conflict with vehicles exiting the rear parking spaces. Additionally, a "One Way - Do Not Enter" sign will face the rear parking area to avoid parked vehicles exiting the wrong direction. Arrows will be striped to further indicating the one-way access around the building. These items have been added as a recommended condition of approval and are required to be submitted and reviewed by staff with the permit.

***Open Item #2: Discussion of order pickup circulation around the rear of the building.***

Gas Meter Locations

Staff has noted a concern regarding the location of gas meters along the drive aisles to the north and west sides of the building and may present a safety hazard. The gas meters are existing and currently protected by bollards. However, the increase in traffic from the general public around the building and the prominence of the gas meter location before the pickup window led to initial staff concerns with their location. Relocation was explored but the Petitioner has noted this is cost prohibitive, therefore, staff is recommending that the bollards be replaced and adequate curbing be added to help guide vehicles around the path (as shown on the plans). A condition is also recommended to clarify that the layout and spacing around the gas meters are subject to Fire Department approval.

***~~Open Item #3: Discussion of the gas meter and bollards locations within the drive aisles. Discuss a condition requiring adequate curbing and new bollards acceptable to the fire and building departments.~~***

Asphalt Quality

Staff has also expressed a concern regarding the quality of the asphalt along the north side of the building and the rear of the building. It has had a number of asphalt patches over the years and continues to deteriorate. The front parking area was resurfaced more recently (around 2012) but the rear portion was not completed.) These asphalt conditions are not only unsightly but can create safety concerns as well. It is likely with increased traffic the deterioration will only be accelerated. Staff recommends some large patching or resurfacing for the portions that will be heavily traveled. The general locations of these replacements have been indicated on the attached site plan. Staff recommends a deadline of May 31, 2021 to complete the asphalt work.

***~~Open Item #4: Discussion of asphalt condition, replacement areas, with a deadline of May 31<sup>st</sup> as a condition of approval.~~***

Parking

The Legacy Code has a simple requirement of 4 spaces per 1,000 sq. ft. of commercial space and 1.5 spaces per dwelling unit in the NF zoning district. The simpler parking allowances allow for some flexibility in use changes over time and places more responsibility on the property owner and tenants to ensure that the parking on the site is adequate for the mix of uses.

Parking Required	
Residential (1.5 spaces per unit)	2
Commercial (4 spaces per 1,000 sq. ft.)	26
Total Required	28
Parking Provided	
Total	37 (including 2 ADA and 2 Durbin's pickup)

The site has approximately 6,500 sq. ft. of commercial space and one residential unit. The total required parking on the site is 28 spaces (26 for commercial uses and 2 for the apartment). The subject site has 37 parking stalls, including the two dedicated stalls for Durbin's pickup Customers.

The Petitioner and property owner have noted they believe that there is adequate parking on the site due to the limited seating of this location and the mix of tenants. The peak parking times will be at lunch, in the evenings, and on the weekends. The main competition for parking at those peak times will be from Darla's. However, the Petitioner also operates that business and believes the parking can be adequately coordinated to accommodate both businesses. The other two tenants (Ames and Cleaners) have few employees (1-2 each) and limited parking demand from customers. If customer parking did become an issue for those smaller tenants, "15-Minute Parking" signs can be installed so that customers staying long periods park in less convenient spaces.

## LIGHTING

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The Petitioner was tasked with reviewing the lighting on the site for safety and visibility especially at the rear of the building where customers will be traveling more frequently. The new lighting photometric plan is attached and proposes adding 5 wall-mounted lights to the sides and the rear of the building that will increase visibility on the site for customers and employees.

The lighting complies with the maximum lighting levels required by the Legacy Code (max .5fc at the property line). However, the Petitioner has proposed a lighting fixture type not permitted in the Legacy District, which are more traditional/historic-looking fixtures. To meet the code requirements and provide uniformity on the building, the Petitioner can use gooseneck fixtures similar to the front façade of the building, however, the proposed fixtures mostly not visible from the roadways. The provide additional light coverage than a traditional gooseneck light fixture which is important in this area. Staff is recommending the Commission consider a Variation of the code for the proposed lights.



Left: Proposed lighting fixture



Right: Existing front façade lighting.

### ***Open Item #5: Discuss proposed lighting and light fixture Variation.***

A Variation is being requested to allow the proposed fixtures, which are mostly not visible from the public roadways and are more appropriate for the rear and sides of the building, as opposed to gooseneck fixtures.

## ARCHITECTURE, LANDSCAPE, SIGNAGE

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The subject site will remain in compliance with all of the other aspects of the 2013 site plan and architectural approvals attached to this staff report. No changes are proposed with this project and any deficiencies will be addressed by code enforcement with the property owner.

## LEGACY CODE STANDARDS

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

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of the Legacy Code ordinance;
  - *The proposal improves economic development by assisting in the occupancy of a vacant building with a restaurant tenant. The pickup-only window limits vehicle stacking since all takeout food will be ordered ahead of time. The requests do not decrease walkability on the site or within the overall Legacy District.*
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
  - *The pickup-only window is compatible with uses in the center and the NF (Neighborhood Flex) district, which helps transition other commercial areas of the Village to the Legacy District and Downtown Core.*
- c. Any improvement meets the architectural standards set forth in the Legacy Code.
  - *No building façade changes or building additions are proposed.*
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - *The requests assist in the occupancy of a currently vacant unit. The pickup window assists with restaurant success during a difficult time in a pandemic. It is expected the pickup window will help the success of the businesses in that unit both now and in the future.*

## STANDARDS FOR A SPECIAL USE

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Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff will provide draft Findings in the Staff Report for the Public Hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - *The pickup window and overall site traffic control have been designed for safe pedestrian and vehicle access on the site.*
- 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 pickup window will only be used for previously placed orders and will not have a speaker. Without orders placed on-site, vehicle stacking will be limited and will not negatively affect adjacent properties.*
- 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;
  - *A pickup window at the proposed location does not burden neighboring properties from developing or redeveloping within the code requirements.*

- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The building and site are existing and have all existing utilities, roads, and drainage required to operate.*
- 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
  - *A pickup window avoids excessive stacking that can cause traffic circulation or off-site issues. Additionally, proposed "overflow" pickup/takeout spaces for the tenant at the rear allows for vehicles to wait for food that may not be ready yet, without blocking traffic flow.*
- 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 proposal includes a variation for the proposed light fixture style and will in all other ways meet Village zoning and building code requirements.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The pickup window assists in the occupancy of a currently vacant unit. The pickup window assists with restaurant success during a difficult time in a pandemic. It is expected the pickup window will help the success of the businesses in that unit both now and in the future.*

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

## STANDARDS FOR A VARIATION

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

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 proposed light fixtures have been designed to be economical, attractive, and to safely illuminate the rear parking lot and drive aisles for customers to access. They are not highly visible from the public right of way with the goal of making them appear more inconspicuous and neutral.*
2. The plight of the owner is due to unique circumstances.
  - *The location of the lights will not be easily visible or detract from the building's front façade design. The proposed lights will better blend into the building and better illuminate the access aisle for increased safety and visibility at the sides and rear of the building.*
3. The Variation, if granted, will not alter the essential character of the locality.

- *The lights will only be minimally visible from Oak Park Avenue or adjacent properties with off-site light or glare on residentially-used properties.*
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
    - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
    - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
    - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
    - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
    - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
    - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## STANDARDS FOR SITE PLAN APPROVAL

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Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. The Architectural Standards are not included since the proposal does not propose architectural changes to the façade. Specific responses are not required for each item but each shall be met and considered for approval by the Plan Commission.

### Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.

- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

## MOTIONS FOR CONSIDERATION

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

### Motion 1 (Special Use):

*"...make a motion to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), a Special Use for a restaurant pickup window at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the March 18, 2021 Staff Report, subject to the following conditions:*

1. *The pickup window shall not permit any on-site ordering and is for picking up previously placed orders only.*
2. *The Special Use is subject to completion of all work outlined in the Site Plan Approval.*

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

### Motion 2 (Variation):

*"...make a motion to recommend that the Village Board grant a Variation from Section XII.3.I - Table III.I.1 of the zoning code (Legacy Code – Lighting), to the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), to permit a light fixture style not otherwise permitted to be located on the rear and sides of the building, at the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the March 18, 2021 Staff Report."*

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

### Motion 3 (Site Plan):

*"...make a motion to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), Site Plan Approval to modify the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and subject to the following conditions:*

1. *Proper protection and curbing shall be installed around the gas meter in accordance with Building and Fire Department requirements.*
2. *Site Plan Approval is subject to the approval of the Variation and Special Use by the Village Board.*
3. *Site Plan Approval is subject to final traffic control plan approval by Village Staff, including revisions to add a yield or stop sign at the northwest corner of the building and specific arrow locations. A separate permit shall be submitted for this parking lot and traffic control work.*
4. *Asphalt patching as indicated on the plan shall be completed by May 31, 2021."*

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

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2021-O-016**

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**AN ORDINANCE GRANTING A VARIATION FOR LIGHTING FIXTURE TYPE AT  
CERTAIN PROPERTY LOCATED AT 18250 OAK PARK AVENUE**

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

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

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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-016****AN ORDINANCE GRANTING A VARIATION FOR LIGHTING FIXTURE TYPE AT  
CERTAIN PROPERTY LOCATED AT 18250 OAK PARK AVENUE**

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

**WHEREAS**, a petition for granting a variation (“Variation”) for the permitted lighting fixture types at 18250 Oak Park Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Thomas McAuliffe on behalf of Durbin’s (“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 Variation should be granted on March 18, 2021 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

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

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

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said 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 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 Variation as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variation as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - *The proposed light fixtures have been designed to be economical, attractive, and to safely illuminate the rear parking lot and drive aisles for customers to access. They are not highly visible from the public right of way with the goal of making them appear more inconspicuous and neutral.*
2. The plight of the owner is due to unique circumstances.
  - *The location of the lights will not be easily visible or detract from the building's front façade design. The proposed lights will better blend into the building and better illuminate the access aisle for increased safety and visibility at the sides and rear of the building.*
3. The Variation, if granted, will not alter the essential character of the locality.
  - *The lights will only be minimally visible from Oak Park Avenue or adjacent properties with off-site light or glare on residentially-used properties.*

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

1. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
2. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
3. Any improvement meets the architectural standards set forth in the Legacy Code.
4. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.

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

**LEGAL DESCRIPTION:** LOT 5 AND 6 IN BLOCK 10 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST ½ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 28-31-307-017-0000 and 28-31-307-018-0000

**COMMONLY KNOWN AS:** 18250 Oak Park Avenue, Tinley Park, Illinois

**SECTION 4:** That the following Variation is hereby granted to the Petitioner at the above-mentioned property in the NF (Neighborhood Flex) zoning district of the Legacy Code.

1. A Variation from Section XII.3.I.7. (Legacy Code - Lighting Standards) to permit a different light fixture type than indicated in table 3.I.1.

**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 13<sup>th</sup> day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13<sup>th</sup> day of April, 2021.

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. 2021-O-016, “AN ORDINANCE GRANTING A VARIATION FOR LIGHTING FIXTURE TYPE AT CERTAIN PROPERTY LOCATED AT 18250 OAK PARK AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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

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

**SUBJECT: MINUTES OF THE MARCH 18, 2021 REGULAR MEETING**

**ITEM #1 PUBLIC HEARING – DURBIN’S EXPRESS, 18250 OAK PARK AVENUE –  
SITE PLAN APPROVAL, SPECIAL USE FOR A RESTAURANT PICKUP  
WINDOW, AND VARIATION**

Public hearing to consider recommending the Village Board grant Thomas McAuliffe, on behalf of Durbin’s (Petitioner), approval of a Special Use Permit for a Restaurant Pickup Window in the NF (Legacy – Neighborhood Flex) zoning district.

Present Plan Commissioners: Chairman Garrett Gray (Participated electronically)  
Eduardo Mani (Participated electronically)  
Mary Aitchison (Participated electronically)  
Steven Vick (Participated electronically)  
Frank Loscuito (Participated electronically)  
James Gaskill

Absent Plan Commissioners: Lucas Engel  
Angela Gatto  
Kehla West

Village Officials and Staff: Dan Ritter, Senior Planner  
Kathy Congreve, Commission Secretary (Participated electronically)

Guests: Thomas McAuliffe, Durbin’s owner (Participated electronically)

CHAIRMAN GRAY asked for a motion to open the Public Hearing. Motion made by COMMISSIONER AITCHISON, seconded by COMMISSIONER VICK. Chairman Gray requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried and invited staff to start with the presentation of this item.

Prior to making his presentation, DAN RITTER, Senior Planner, noted for the record that the staff report has been distributed to the Commission, and posted on the Village website. The staff report will be attached to the minutes as part of the meeting record. He then presented his staff report.

CHAIRMAN GRAY stated that he received proof of the Notice of Publication for this Public Hearing. He asked for comments from each Commissioner; there were none. He pointed out that a letter was received by staff from a neighbor to the west who had concerns about the property and requested privacy fencing. The petitioner, Tom McAuliffe, reached out to the neighbor and agreed to install a privacy fence. Chairman Gray also noted that he felt that the two-sided sign on the northwest corner looked good.

CHAIRMAN GRAY asked if the Petitioner had anything to add; he had no comments.

CHAIRMAN GRAY asked if there was anyone from the public wishing to comment; there were none.

DAN RITTER stated that the fence has been noted as a matter of public record and will be added as a condition into the approval that the fence be installed before the operation of the drive-up window.

There was no further communication on this matter.

A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER LOSCUITO to close the public hearing on Durbin's Express.

CHAIRMAN GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

There were no further comments or discussion.

DAN RITTER gave a summary of the standards: Legacy Code Standards, Standards for Special Use, Standards for Variation, and Standards for Site Plan-Site Design; these were also outlined in the Staff Report.

The first motion, for Special Use was made by COMMISSIONER MANI, seconded by COMMISSIONER AITCHISON to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), a Special Use for a restaurant pickup window at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the March 18, 2021 Staff Report, subject to the following conditions:

1. The pickup window shall not permit any on-site ordering and is for picking up previously placed orders only.
2. The Special Use is subject to completion of all work outlined in the Site Plan Approval.
3. A 6-foot-high privacy fence shall be installed along the western property line prior to operating the pickup window. A separate fence permit shall be obtained by the Building Department prior to installation.

Roll Call:

AYE: CHAIRMAN GRAY, COMMISSIONERS MANI, AITCHISON, VICK, GASKILL, and LOSCUITO

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

The second motion, for the Variation was made by COMMISSIONER VICK, seconded by COMMISSIONER AITCHISON to recommend that the Village Board grant a Variation from Section XII.3.I - Table III.I.1 of the zoning code (Legacy Code – Lighting), to the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), to permit a light fixture style not otherwise permitted to be located on the rear and sides of the building, at the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the March 18, 2021 Staff Report.

Roll Call:

AYE: CHAIRMAN GRAY, COMMISSIONERS MANI, AITCHISON, VICK, GASKILL, and LOSCUITO

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

The third motion, for Site Plan Approval was made by COMMISSIONER LOSCUITO, seconded by COMMISSIONER GASKILL to grant the Petitioner, Thomas McAuliffe on behalf of Durbin's (Tenant), Site Plan Approval to modify the property located at 18250 Oak Park Avenue in the NF (Neighborhood Flex) zoning district, in accordance with the plans submitted and subject to the conditions listed in the March 18, 2021 Staff Report.

Roll Call:

AYE: CHAIRMAN GRAY, COMMISSIONERS MANI, AITCHISON, VICK, GASKILL, and LOSCUITO

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This will go to the Village Board for approval on April 13, 2021.



# PLAN COMMISSION STAFF REPORT

April 1, 2021 – Workshop/Public Hearing

## Petitioner

George Faycurry, on  
behalf of GFCTinley LLC

## Property Location

6732 173<sup>rd</sup> Street, STE 2A

## PIN

28-30-403-029-0000

## Zoning

DF (Downtown Flex)

## Approvals Sought

Variation

## Project Planner

Daniel Ritter, AICP  
Senior Planner

## Tinley Office Centre Apartment Size Variation

6732 173<sup>rd</sup> Street, 2A



## EXECUTIVE SUMMARY

The Petitioner, George Faycurry, on behalf of GFCTinley LLC (property owner) is seeking a Variation to permit a 557 sq. ft. one-bedroom apartment where the required minimum usable floor area is 800 sq. ft. The apartment is proposed to be located in a vacant second-floor commercial office space in the Tinley Office Centre complex at 6732 173<sup>rd</sup> Street in the DF (Downtown Flex) zoning district.

The construction of the apartment will transition the current standalone commercial use to a mixed-use structure, which is more in-line with the vision of the Legacy Plan and the regulations of the DF district. Additionally, there are tax benefits to having a mixed-use property in a township with a particularly high property tax burden. The Petitioner has noted they are requesting the Variation for only one unit and there is limited space to expand the unit beyond the proposed size within the current building footprint and existing tenancy. They also wish to keep the first-floor, where there is also a vacancy, available for commercial tenants.

Access to the apartment is through a shared entrance with the commercial tenants. While not ideal to share an entrance, the tenants in the building include a salon suite and non-profit organization office which tend to require appointments and have daytime hours of operation. Any future tenants on the second floor are also likely to be office-type tenants requiring appointments due to the limited size of the units.

## EXISTING SITE & ZONING

The subject property is a two-story office building with a parking lot on an approximately 8,250 sq. ft. site. While it is physically connected to and shares ownership with the Durbin's building to the south and southwest, there are three separate lots/properties. Each lot was developed separately, but has had shared ownership for many years. The two Durbin's lots have been renovated to have one building/tenant space within them.

The subject property is known as the Tinley Office Centre and was constructed around 1989. It was developed to be a standalone structure built to the property lines and separate from the properties to the south. However, the sites have been under the same ownership since that time and do have some shared internal plumbing and water systems. The structure is two-stories and approximately 3,730 sq. ft. in size including a lobby/vestibule area. The center has recently struggled to retain tenants for extended periods and has suffered from high vacancy rates. There are currently two tenants located on the second floor, including a nonprofit organization office (Love, Inc.) and a salon space (Salon Bella). Durbin's Restaurant currently occupies the space to the south for a bar/restaurant and separate banquet space. The structure is not identified as a culturally and historically significant property according to the Legacy Plan.

This subject property is located in the Downtown Flex (DF) zoning district of the Legacy Area. It is classified as a "Heritage Site" because the site was developed lawfully before the adoption of the Legacy Code. Sites remain classified as a Heritage Site as long as any voluntary and owner-initiated modifications to the property do not exceed 50% of the property's market value. The Legacy Code does permit Heritage Sites to complete work that brings the site into closer compliance with the code's requirements including changing uses or the structure itself. The Downtown Flex district character is described as *"The Downtown Flex District consists of small lots and structures of single-family residential scale, with buildings permitted to flex between residential and commercial uses. Street frontages include trees and lawns, and buildings are separated and set back from sidewalks."* The subject site is unique in that it was not originally developed as a single-family home, but is adjacent to many properties with that distinction.

Surrounding properties include the following:



- North: Single-family homes (17251 Oak Park Ave.) zoned DC (Downtown Core) and single-family townhomes zoned DG (Downtown General)
- South: Mixed-use building (Apartment and We're Nuts About Mutts) zoned DC (Downtown Core)
- West: Professional medical office (Doreen A. Zaborac & Assoc.) zoned DF (Downtown Flex)
- East: Former Central Middle School site zoned DG (Downtown General) and Harmony Plaza proposed site zoned DC (Downtown Core)

Existing Site Photo:



## PROPOSED USE & VARIATION REQUEST

The Petitioner is looking to renovate a commercial space to a residential use on the second floor of an existing standalone two-story office building. The change in use will convert the standalone commercial building to a mixed-use building which is permitted in the DF zoning district. The proposal involves the remodeling of a vacant office space into an 557 sq. ft. apartment. Per the Zoning Ordinance, the minimum usable square footage for a one bedroom or efficiency/studio residential unit is 800 sq. ft. Therefore, while the use is permitted, a Variation is required to allow an apartment of the proposed size. The apartment is being constructed within the confines of the existing structure and will utilize the same entrance and common areas (lobby, hallway, etc.) as the existing office tenants.

The minimum usable floor area for multi-family dwellings is not unique to the Legacy District; it is evenly applied to all residential units in the Village. The 800 sq. ft. minimum applies to a one-bedroom unit and the allowable area increases depending on the number of bedrooms in the dwelling unit. The goal of the regulation is to ensure that there is adequate living space within a dwelling for residents to live comfortably and that substandard housing units are not created. However, staff notes that the dwelling size requirement has unique implications in more urbanized areas planned for Transit-Oriented Design (TOD) development. The Legacy Plan focused on increasing the density in the downtown area and creating a place to live, play, and work (or easily travel to work). Dwellings in more urbanized areas tend to have easier access to amenities, open space, and commercial businesses. This access allows for smaller living areas in a dwelling unit since those uses need not be duplicated within the dwelling unit.

As with any variation there is a concern for setting a precedence. Staff notes an important consideration when reviewing a request for a reduction in unit size is the number of units involved in the request. The potential for a negative impact resulting from a smaller residential unit may be considered negligible for a single unit but increases when allowing the Variation to be applied to more than one unit which can result in a higher concentration of smaller units in one area. Additionally, a request for more than one unit, would usually mean the units can be combined to meet the code requirements. The fact that this request is for only one unit is a mitigating factor when reviewing the proposal. A recommended condition has been added clarifying the Variation is only for one unit.

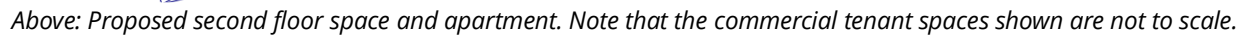
Recently approved requests for apartment size variations include:

- 6787 159th Street (corner of 159th St and Oak Park Ave.) – single 1-br unit 718 sq. ft. (2018)
- The Boulevard, South Street – 96 1-br units that range from 749 to 773 sq. ft. (2019)
- MedPro Mixed-Use, 16820 Oak Park Avenue - single 1-br unit at 752 sq. ft. (2020)

The request is the largest recent request for an apartment size Variation but other multi-family dwellings in the Legacy District area that do not comply with the code's minimum size requirements. Many of these dwellings were constructed prior to the adoption of the code requirement (some as far back as the early 1900s). These are considered legal non-conforming uses, meaning they are allowed to remain as constructed, but the non-conformity cannot be increased or altered without coming into compliance with current requirements or receiving zoning relief. All dwellings must still meet building and fire code requirements regardless of their compliance with the zoning code.

There is always a preference for property owners to meet code whenever possible. While there is no requirement for the building to add an apartment, staff notes that the creation of a mixed-use building brings the site into closer conformance with the mixed-use character of the DF zoning district. The Petitioner is pursuing the apartment as a way to fill a vacancy due to a stronger market. They are limited in the available space since it is an existing building, with other tenants in it. Additionally, the Petitioner noted that a mixed-use building allows for a smaller property tax burden as compared to a standalone commercial building. A more manageable property tax bill helps property owners to continue to invest in the property and maintain market-rate rents.

**Open Item #1: Discussion Variation request to permit one dwelling unit with 557 sq. ft. of usable floor area, where the required minimum is 800 sq. ft.**



The site requires a minimum of 4 parking stalls (2 stalls per 1,000 sq. ft. of upper-level commercial space and 1 space per dwelling unit). The site exceeds that requirement. There are 17 parking stalls on the subject site but there are 26 parking stalls in the overall shared parking lot (shared with Durbin's and Durbin's Banquet spaces). One parking stall is required for the apartment tenant that will need to be dedicated for exclusive use by the residential tenant. Staff recommends conditioning approval of the Variation on the dedication of one residential parking space prior to occupancy.

Bicycle parking is also required for residential units in the Legacy District. One bike parking location is required per dwelling. The Petitioner has a few options where a bike rack can be installed and Staff recommends placing a condition of approval on the installation of a bike rack prior to occupancy.

No exterior work (façade, site, landscaping, or lighting) is proposed with the proposed renovation. The parking lot was recently repaved and restriped.

## STANDARDS FOR A VARIATION

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Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Drafts responses to the standards have been prepared 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 Variation is requested to allow the reuse of an existing commercial office space with a fixed footprint smaller in size than what is allowed for residential use. If the variation is not granted the use will remain as commercial. If approved the use will become a mixed-use structure which is in closer compliance with the Legacy Plan requirements by creating a mixed-use building. The proposal will maintain the existing building footprint which is not feasible to expand.*
2. The plight of the owner is due to unique circumstances.
  - *The location in the Legacy District and urbanized core allows residents more convenient access to amenities and public open space not as easily available elsewhere in the Village. This kind of access allows for a residential unit to meet the typical needs of a resident in a smaller space. The proposal to add an apartment brings the site into closer compliance with the Legacy Code requirements and helps fill a building that has struggled with high vacancy.*
3. The Variation, if granted, will not alter the essential character of the locality.
  - *No exterior changes are proposed, the request is limited to only one unit in the building.*
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## ADDITIONAL LEGACY CODE STANDARDS

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

- a. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
  - *The proposal aligns with the Legacy Plan principles of retaining and expanding residential uses to support the Downtown Core commercial. The size of a single multi-family unit does not directly affect the legacy district or its goals. The Variation allows a property to be repurposed after years of higher vacancy.*
- b. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
  - *A mixed-use building with low-intensity commercial uses fits in well with the existing and planned uses in the area. A single smaller residential unit would not affect surrounding properties.*
- c. Any improvement meets the architectural standards set forth in the Legacy Code;
  - *No exterior improvements to the building are proposed with the Variation.*
- d. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - *The reuse of a property that has had a high vacancy rate for several years with an apartment provides economic benefits compared to a vacant structure. The proposed residential apartment will help bring additional revenue to the property and help support the property and business owners' success in occupying a well-maintained property. The addition of a dwelling is consistent with the Legacy Plan's goal of increasing population density around the Downtown Core to support a strong economic center and allowing for flexibility in uses on Downtown Flex zoned properties.*

## MOTION TO CONSIDER

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

*"...make a motion to recommend that the Village Board grant a 243 sq. ft. Variation to the Petitioner, George Faycurry on behalf of GFCTinley LLC, to permit a 557 sq. ft. dwelling where the minimum usable floor area is 800 sq. ft. at the property located at 6732 173<sup>rd</sup> Street in the DF (Downtown Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 1, 2021 Staff Report, subject to the following conditions:*

- 1. A parking stall shall be dedicated to the apartment tenant with appropriate signage.*
- 2. A bike rack with at least one bike parking space for the apartment tenant be installed.*
- 3. The Variation is limited to one unit within the building and no other Variations for unit sizes shall be sought as they should first be combined to create*
- 4. A building permit is required to be submitted and approved by the Building Department before proceeding with any work.*

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

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2021-O-017**

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**AN ORDINANCE GRANTING AN APARTMENT SIZE VARIATION AT CERTAIN  
PROPERTY LOCATED AT 6732 173<sup>RD</sup> STREET**

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

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

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2021-O-017****AN ORDINANCE GRANTING AN APARTMENT SIZE VARIATION AT CERTAIN  
PROPERTY LOCATED AT 6732 173RD STREET**

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

**WHEREAS**, a petition for granting a variation to the minimum dwelling size (“Variation”) at 6732 173<sup>rd</sup> Street, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by George Faycurry, on behalf of GFCTinley LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Variations should be granted on April 1, 2021 at the Village Hall and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”, at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, the Plan Commission voted 5-1 and has filed its report and findings and recommendations that the proposed Variations be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

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

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - *The Variation is requested to allow the reuse of an existing commercial office space with a fixed footprint smaller in size than what is allowed for residential use. If the variation is not granted the use will remain as commercial. If approved the use will become a mixed-use structure which is in closer compliance with the Legacy Plan requirements by creating a mixed-use building. The proposal will maintain the existing building footprint which is not feasible to expand.*
2. The plight of the owner is due to unique circumstances.
  - *The location in the Legacy District and urbanized core allows residents more convenient access to amenities and public open space not as easily available elsewhere in the Village. This kind of access allows for a residential unit to meet the typical needs of a resident in a smaller space. The proposal to add an apartment brings the site into closer compliance with the Legacy Code requirements and helps fill a building that has struggled with high vacancy.*
3. The Variation, if granted, will not alter the essential character of the locality.
  - *No exterior changes are proposed, the request is limited to only one unit in the building.*

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

1. The proposed improvement meets the Legacy Plan and its Principles, as presented in Section 1.A-B: Purpose and Intent, of this ordinance;
  - *The proposal aligns with the Legacy Plan principles of retaining and expanding residential uses to support the Downtown Core commercial. The size of a single multi-family unit does not directly affect the legacy district or its goals. The Variation allows a property to be repurposed after years of higher vacancy.*

2. The new improvement is compatible with uses already developed or planned in this district and will not exercise undue detrimental influences upon surrounding properties;
  - *A mixed-use building with low-intensity commercial uses fits in well with the existing and planned uses in the area. A single smaller residential unit would not affect surrounding properties.*
3. Any improvement meets the architectural standards set forth in the Legacy Code.
  - *No exterior improvements to the building are proposed with the Variation.*
4. The improvement will have the effect of protecting and enhancing the economic development of the Legacy Plan area.
  - *The reuse of a property that has had a high vacancy rate for several years with an apartment provides economic benefits compared to a vacant structure. The proposed residential apartment will help bring additional revenue to the property and help support the property and business owners' success in occupying a well-maintained property. The addition of a dwelling is consistent with the Legacy Plan's goal of increasing population density around the Downtown Core to support a strong economic center and allowing for flexibility in uses on Downtown Flex zoned properties.*

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

**LEGAL DESCRIPTION:** LOTS 1, 2 AND 3 (EXCEPT THE WEST 78 FEET OF SAID LOT 3) IN BLOCK 3 IN THE VILLAGE OF BREMEN IN SECTIONS 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 28-30-403-029-0000

**COMMONLY KNOWN AS:** 6732 173<sup>rd</sup> Street, Tinley Park, Illinois

**SECTION 4:** That a Variation is hereby granted from Section V.C.2. (Usable Floor Area Per Dwelling) from Zoning Ordinance to allow for a 557 sq. ft. one-bedroom dwelling instead of the minimum of 800 sq. ft. to the Petitioner at the above-mentioned property located in the DF (Downtown Flex) zoning district of the Legacy Code, subject to the following conditions:

1. A parking stall shall be dedicated to the apartment tenant with appropriate signage.
2. A bike rack with at least one bike parking space for the apartment tenant be installed.
3. The Variation is limited to one unit within the building and no other Variations for unit sizes shall be sought as they should first be combined to create
4. A building permit is required to be submitted and approved by the Building Department before proceeding with any work.
5. All fire code and egress violations be corrected on the site prior to occupancy.

**SECTION 5:** Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 7:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 20<sup>th</sup> day of April, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 20<sup>th</sup> day of April, 2021.

ATTEST:

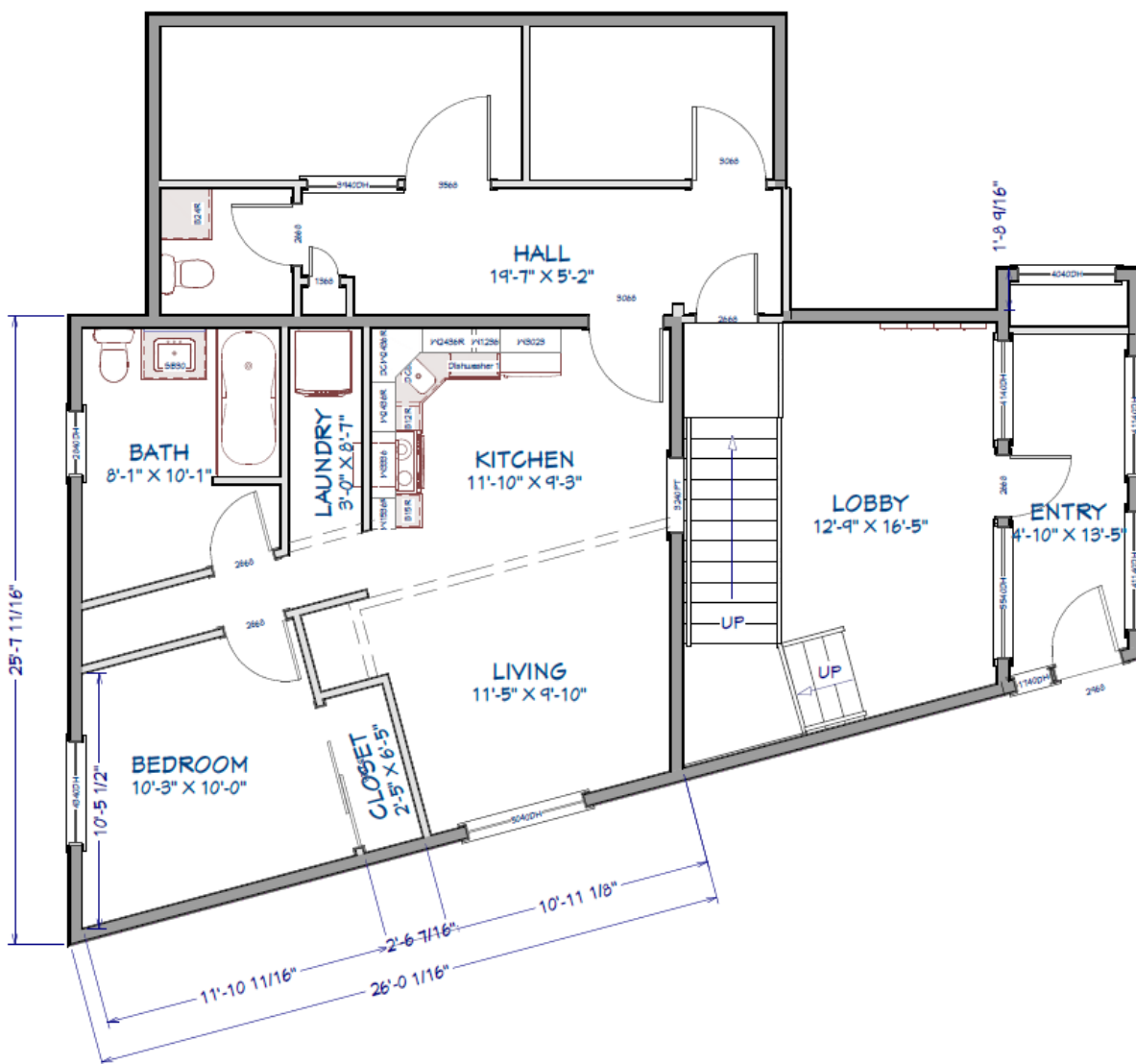
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VILLAGE PRESIDENT

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VILLAGE CLERK

## Exhibit 1



COUNTY OF COOK                    )  
COUNTY OF WILL                )

STATE OF ILLINOIS            )  
  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. 2021-O-017, “AN ORDINANCE GRANTING AN APARTMENT SIZE VARIATION AT CERTAIN PROPERTY LOCATED AT 6732 173RD STREET,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 20, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20<sup>th</sup> day of April, 2021.

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KRISTIN A. THIRION, VILLAGE CLERK

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

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

**SUBJECT: MINUTES OF THE APRIL 1, 2021 REGULAR MEETING**

**ITEM #2 WORKSHOP/PUBLIC HEARING – 6732 173<sup>RD</sup> STREET, TINLEY OFFICE CENTRE - VARIATION**

Workshop and public hearing to consider recommending the Village Board grant George Faycurry, on behalf of GFC Tinley (Property Owner) a Variation from of the Zoning Code to allow for a 557 sq. ft. one-bedroom apartment instead of the minimum requirement of 800 sq. ft. at 6732 173rd Street in the DF (Downtown Flex) zoning district.

Present Plan Commissioners: Chairman Garrett Gray (Participated electronically)  
Eduardo Mani (Participated electronically)  
Angela Gatto (Participated electronically)  
Kehla West (Participated electronically)  
Frank Loscuito (Participated electronically)  
James Gaskill

Absent Plan Commissioners: Lucas Engel  
Mary Aitchison  
Steven Vick

Village Officials and Staff: Dan Ritter, Senior Planner  
Paula Wallrich, Planning Manager (Participated electronically)  
Kathy Congreve, Commission Secretary

Guests: George Faycurry, Petitioner

Members of the Public: Lisa Dailey - Love, Inc.  
Elizabeth Crum-Roberts - Sona Bella Salon  
Cecilia Escalante - Sona Bella Salon

CHAIRMAN GRAY invited staff to start with the workshop portion of this item.

DAN RITTER presented his staff report, noting that sometimes workshops and public hearings are combined as they are tonight so as to expedite things. He reminded Commissioners that if they felt there was not enough info or time, there is always an option to continue it. He noted that the Staff Report had been distributed to the Commission and posted on the Village website and will be attached to the minutes as part of the meeting record.

CHAIRMAN GRAY asked if there were any comments or discussion from Commissioners. Comments were as follows:

COMMISSIONER LOSCUITO stated that this could be a perfect apartment for a young person who walks downtown and uses the train for work. He understands the tax situation and that this could help out with the residential designation being taken into consideration.

COMMISSIONER WEST wanted to confirm that there are other apartments of similar size in the area. DAN RITTER stated there are several in older buildings from the early 1900's prior to current zoning and therefore have not received Variations.. COMMISSIONER WEST questioned the size of the bedroom and if it could be combined to make it a studio apartment. She also questioned if the apartment would be impacted by noise, being that it is a commercial building next to a bar.

DAN RITTER stated that it could be made into a studio apartment. Addressing her other question, he said the noise issue was looked at and determined to be ok because it's an office building, making it a compatible mix. The combined entrance isn't preferred but is the only option in this case.

COMMISSIONER GATTO – no comments

COMMISSIONER GASKILL questioned why the minimum requirements were set at 800 sq. ft. DAN RITTER stated that it was to make sure it is adequate housing and not substandard.

PAULA WALLRICH stated that this is an urban area; there is no standard in the industry, but downtown areas traditionally have smaller minimum requirements.

COMMISSIONER MANI asked if the apartment wall was attached to Durbin's.

DAN RITTER stated the property was constructed as a stand-alone building with zero-foot plot lines. COMMISSIONER MANI shared his concerns about fire safety.

DAN RITTER assured commissioners the property does not share a wall with Durbin's and that it will need to meet building and fire codes and have required fire alarms and sprinklers.

CHAIRMAN GRAY redirected commissioners to Open Item #1 and that the Variation request is to permit the unit with 557 sq. ft. which is a little more than half of the required 800 sq. ft. minimum. If it were closer to 400 sq. ft. it would drastically affect the layout. He echoed COMMISSIONER WEST'S concerns about the size of the bed that would fit. He felt that even though the layout is a smaller size, it is adequate and may be a great starter apartment for someone; the smaller space would not be a detriment for someone single and young. He stated that he walked the parking lot and saw that there were dedicated signs already for the businesses in the building. Additionally, he wouldn't want apartment sizes to continually shrink, but considering this property for a minimum and exception, it would be ok.

CHAIRMAN GRAY asked if the Petitioner had anything to add; he did not.

CHAIRMAN GRAY asked for a motion to open up the Public Hearing A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER LOSCUITO to open the Public Hearing on Tinley Office Centre Apartment Size Variation.

CHAIRMAN GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

CHAIRMAN GRAY stated that he received proof of the Notice of Publication for this Public Hearing and invited staff to proceed with the presentation.

DAN RITTER did not have anything more to present than what was covered during the Workshop portion.

CHAIRMAN GRAY asked the commissioners if they had any new comments or questions for staff; there were none. He asked if the petitioner had anything at this time; he did not.

CHAIRMAN GRAY asked if there was anyone from the public wishing to comment; each of them were sworn in before comment.

LISA DAILEY, of Love, Inc. (a tenant in the building) – Lisa stated that they occupy the northeast office of the second floor. She explained that the first floor has two lockable doors with a staircase leading up to all glass doors on the second floor. Her concern is that it is a shared hallway, and in the evenings and weekends when the businesses are not there, the resident would be coming and going. There have been safety issues with the entry doors; if they are locked from the exterior, you cannot unlock it from the interior and you are locked in the building. An additional concern is that the resident may leave the building door open to allow for visitors to come and go so as not to have to continually go down and unlock it for them. An unlocked door can also leave the building open to someone seeking shelter or use of the restroom, which presents security issues for

the resident and the business tenants. She also pointed out that they share a hallway with Durbin's which is many times used by Durbin's employees to come into the building and use their bathrooms. The hallway also serves as an alternate exit to her and other tenants of the building in the event they are locked in at the other doors. However, on some occasions this door has been blocked with Durbin's tables and chairs. All in all, she has security concerns as to how to segregate residential from commercial in this multi-use type of building.

DAN RITTER stated that they weren't aware of the problems with not being able to unlock the doors; that is likely a fire issue and will be addressed. And there will need to be security procedures put into place.

CHAIRMAN GRAY opened up the discussion asking if commissioners had any comments.

COMMISSIONER WEST suggested that the egress needs to be dealt with before it's approved.

DAN RITTER stated that it could be added as a condition, but it will be addressed whether the variation is approved or not.

COMMISSIONER MANI echoed Commissioner West's comment to have that resolved.

COMMISSIONER LOSCUITO also concurred with the door locking issue.

CHAIRMAN GRAY concurred as well.

COMMISSIONERS GATTO and GASKILL had no further comments.

CHAIRMAN GRAY asked if there was anyone else from the public wishing to comment.

ELIZABETH CRUM-ROBERTS, representing Sona Bella Salon (a tenant in the building) – She stated that she agrees with Lisa's comments and says they have had discussions about these issues. Her concern is that there is no provided security in the building, only security systems which the business tenants have if they choose to do so. She pointed out that the security lights in the parking lot hardly ever work.

CECILIA ESCALANTE, representing Sona Bella Salon (a tenant in the building) – She echoed Lisa's and Elizabeth's comments and concerns. She too has been locked in the building. She noted that there are not even any windows that provide exit access. She's concerned with the security of the parking lot and lack of lighting.

The commissioners had no further comments.

GEORGE FAYCURRY, the Petitioner, stepped up to offer his comments. He stated that Goldy Locks installed the locks on this building. The incident with the doors locking was reported to them and he was told they would correct the problem. He apologized to the tenants that it was not corrected; he will have that corrected first thing Monday and will be there to make sure it is. Regarding the issue with Durbin's leaving stuff in the hallway, he stated that this has been an ongoing problem. He spoke about his increase in taxes and that he's looking to make the building mixed-use to get a reduction on his taxes. He stated that he appreciated the earlier comments and concerns and that he respects them.

CHAIRMAN GRAY opened up the discussion asking if commissioners had any further comments or questions; there were none. CHAIRMAN GRAY commented that he was glad to hear that the locks would be corrected first thing Monday. He finds it disturbing that there are issues with Durbin's stacking things in front of the door.

GEORGE FAYCURRY responded, stating that he has talked to the two people in charge every time he's there.

DAN RITTER told him that he will give him the contact information for the Fire Inspector and recommended that he contact them and also speak with the Building Department regarding the egress.

A Motion was made by COMMISSIONER WEST, seconded by COMMISSIONER MANI to close the Public Hearing on Tinley Office Centre Apartment Size Variation. CHAIRMAN GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

There were no further comments or discussion.

DAN RITTER reviewed the draft Standards for a Variation with commissioners; these had also been provided in the staff report.

CHAIRMAN GRAY mentioned adding verbiage to the motion to address the issues discussed.

A motion was made by COMMISSIONER WEST, seconded by COMMISSIONER GATTO to recommend that the Village Board grant a 243 sq.ft. Variation to the Petitioner, George Faycurry on behalf of GFCTinley LLC, to permit a 557 sq. ft. dwelling where the minimum usable floor area is 800 sq. ft. at the property located at 6732 173<sup>rd</sup> Street in the DF (Downtown Flex) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the April 1, 2021 Staff Report, subject to the following conditions:

1. A parking stall shall be dedicated to the apartment tenant with appropriate signage.
2. A bike rack with at least one bike parking space for the apartment tenant be installed.
3. The Variation is limited to one unit within the building and no other Variations for unit sizes shall be south as they should first be combined to create.
4. A building permit is required to be submitted and approved by the Building Department before proceeding with any work.
5. Any building or fire code issues must be corrected prior to occupancy.

Roll Call:

AYE: COMMISSIONERS MANI, GATTO, WEST, and LOSCUITO, CHAIRMAN GRAY

NAY: COMMISSIONER GASKILL

CHAIRMAN GRAY declared the Motion approved by roll call.

This will go to the Village Board on April 13<sup>th</sup>, 2021. DAN RITTER stated that it will go to Village Board on April 20<sup>th</sup>, 2021 as well.





# PLAN COMMISSION STAFF REPORT

April 1, 2021 – Public Hearing

## Bettinardi Golf Expansion

7650 Graphics Drive

### Petitioner

Robert Bettinardi, on behalf of RJB Tinley Park Real Estate LLC

### Property Location

7650 Graphics Drive

### PIN

19-09-01-176-021-0000

### Zoning

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

UDOD (Urban Design Overlay District)

### Approvals Sought

Special Use Permit for a Substantial Deviation From PUD

Site Plan Approval

### Project Planner

Daniel Ritter, AICP  
Senior Planner



## EXECUTIVE SUMMARY

The Petitioner, Robert Bettinardi on behalf of RJB Tinley Park Real Estate LLC (property owner), is seeking Site Plan Approval and a Special Use Permit for a Substantial Deviation from the Hickory Creek Planned Unit Development (PUD) to allow for the construction of a 7,176 sq. ft. addition on the existing property at 7650 Graphics Drive.

The proposed building addition will be on an existing 23,996 sq. ft. building recently acquired by Bettinardi Golf. The site is their second site in Tinley Park, with their headquarters located one lot to the west of the subject property at 7800 Graphics Drive. The previous building owner, IGOR, will remain as a tenant in the building. The addition allows for IGOR to continue operating in the building and Bettinardi Golf to expand their manufacturing capacity from their current facility.

The building's addition will be entirely constructed of masonry material, closely matching the existing building's brick exterior in appearance and color. There are two exceptions from the Zoning Ordinance required related to the proposed parking locations and aisle widths.

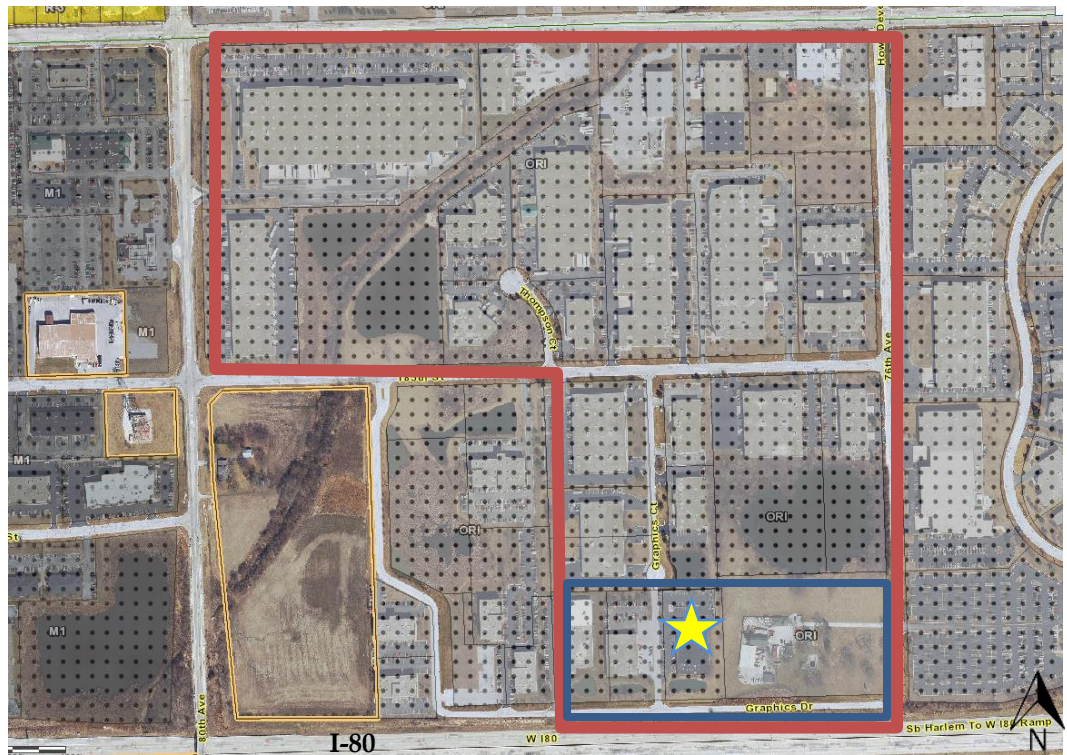
Changes from the March 18, 2021 Workshop Staff Report are indicated in RED.

## EXISTING SITE & ZONING OVERVIEW

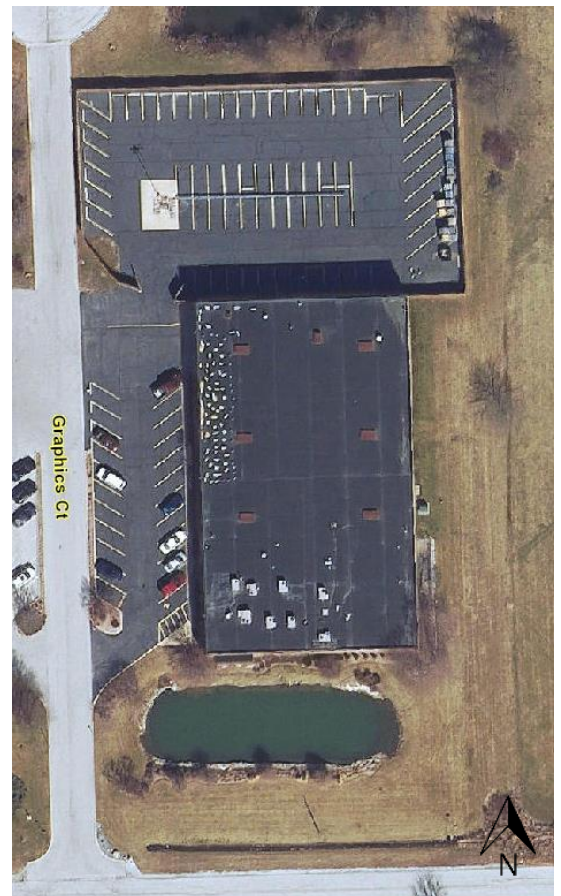
The subject property consists of a 2.2-acre parcel on the northeast corner of Graphics Drive and Graphics Court. The property is zoned Office and Restricted Industrial (ORI) and is part of the Hickory Creek PUD. The existing site includes a 23,996 sq. ft. building, parking lot areas, and detention pond. The rear parking lot was screened with a 6-foot-high solid PVC fence in 2010 due to exterior storage occurring at the rear of the property.

The subject site was originally constructed in 1991 by IGOR. The PUD was originally approved in 2006 (Ord. 2006-O-028) with the ORI base zoning covering the full area. The PUD was unique in that it included four previously-constructed properties along Graphics Drive into the plan that allows for some flexibility in uses, dock locations, and other ORI district design requirements. Staff notes that one parcel to the east of the subject site (A. Dinovi Heating & Cooling at 18650 76<sup>th</sup> Avenue) that was rezoned as part of the PUD Ordinance is not shown as a PUD on the zoning map above in error, this will be correct going forward on the map. The Hickory Creek PUD has been entirely developed and includes a mixture of office, light industrial, warehouse, and service uses. The majority of uses fit with the industrial/office park feel with limited traffic from the general public. The majority of people traveling through this park are employees or truck drivers.

In PUDs, any changes to planned/approved building sizes require a Special Use be applied for a Substantial Deviation from the approved PUD. Deviations from Village's Zoning Ordinance, when located in a PUD, are considered "Exceptions" rather than "Variations". Exceptions do not require the standard Findings of Fact as required with a Variation. A PUD Exception is typically viewed more specifically to how it relates to the goals and context of that specific PUD, rather than a Variation, that has a larger context that can affect requirements in the entire Village.



Above: Zoning Map around subject property (indicated with star) in the Hickory Creek PUD (outlined in Red). Four lots (outlined in blue) were previously constructed before the PUD was established



The site is also located within the Urban Design Overlay District (UDOD), which promotes walkability, lesser front yard setbacks, and a more urbanized look. However, the site and building are largely existing and the UDOD regulations do not apply to the existing layout of the site. However, any changes to the site do need to comply and cannot make the site further non-conforming in any way.

## PROPOSED USE

The proposed 7,176 sq. ft. addition creates a single 31,172 sq. ft. building that will be used by two tenants (Bettinardi and IGOR). The owner and tenant have an agreement on what areas of the building they can use and what areas will remain common/shared areas so that both businesses can operate effectively out of the building. The proposed uses of the companies included light/enclosed manufacturing, office, warehousing, and distribution.

## SITE PLAN

The site will include the existing building and the new building addition at the rear/north side of the building. The building addition will be located where existing parking and asphalt are located on the site, which was the simplest and most cost-effective location to expand the building area. The addition is slightly larger in width than the existing structure's footprint. The larger building width serves the purpose of maximizing the building footprint, while also helping with the transition between existing and new masonry materials.



A new drive aisle is proposed on the east side of the building to allow for trucks to be able to access the building from two different location and to circulate through the building. This new dock location helps with the internal operations of having two separate tenants in the building. A small turn-around area is also proposed for the convenience of any vehicles and trucks needing to reverse from the dock. Additionally, five new visitor parking stalls are proposed at the south west entrance of the site and next to the pond. Landscaping, and lighting will be adjusted and improved upon with the site changes.

No exterior storage of materials, vehicles, or dumpsters are proposed in the rear/north area of the building as there was previously. That rear area will only be used for employee parking; it will remain fenced along the property line and roadway, but will no longer have a gated entry/exit.

Since engineering and stormwater management aspects have not been fully submitted or reviewed by the Village Engineer, staff recommends the typical condition to clarify that the approvals are subject to final engineering review.

~~Open Item #1: Review the location of the building addition and overall site plan layout.~~

PARKING & CIRCULATION

Circulation

The primary drive aisle used to access the site from Graphics Drive is a shared drive aisle with the neighboring property to the west (ProShred 7700 Graphics Drive). Half of the aisle is located on each lot. This shared driveway/road is shown and referred to as an extension of Graphics Court, but is a private driveway and not a public roadway. However, the driveway does have a public access easement located over it to allow for cross-access between the two properties as well as the public portion of Graphics Court to the north. Trucks can enter the site from the north or south on Graphics Court and then can enter the building on either the east or west side docks.

The truck circulation will remain relatively the same as it is now. Currently, there is a truck dock on the rear/north side of the building that will be removed with the addition. That dock is being moved to the east side to allow for circulation through the building and easier operations with two separate tenants in the building. Employees and visitors can park along the west side of the building, where there is a one-way drive aisle, or may park at the rear of the building addition.

One Exception from the code is related to the proposed drive aisle widths of 24.5 feet, compared to the code requirement of 26 feet for a two-way drive aisle. The proposed aisles match the existing aisles and is a standard width that has been permitted on comparable sites. The reduced widths are at the rear of the building addition and likely to only be used by employees rather than visitors. Staff has no concerns about the reduced aisle width as the site has proper circulation for vehicles and trucks.

~~Open Item #2: Review and discuss the request for an Exception for 24.5-foot-wide drive aisles instead of the required 26-foot-wide aisles.~~

Parking

Overall the site exceeds the required parking minimum of 62 total spaces. However, to make sure there is sufficient parking for both tenants and any visitors, a new row of parking with five stalls is proposed along the main entrance aisle, on the northwest corner of the site, next to the retention pond. The new parking stalls are located in the front yard which is not permitted, except for single-family residences (who can park on driveways in the front yard). That parking location in the front yard requires an exception to the code. The Petitioner has proposed this location because it is the best location to add some visitor parking near to the main entrance, and separate from employee parking. Additionally, there are other sites in the area, including the existing Bettinardi site on lot over, that have front yard parking (see image below). If the Plan Commission wishes to recommend approval of the Exception, staff recommends the Petitioner explore installing a walkway to the front door to avoid visitors walking in the main drive aisle.

7650 Graphics Drive Parking Info		
	Parking Required	Proposed
Office	57 (1 space per 250 sq. ft.)	74 (71 regular, 3 ADA)
Warehouse/Storage	5 (1 space per 2 employees)	
Total	62	

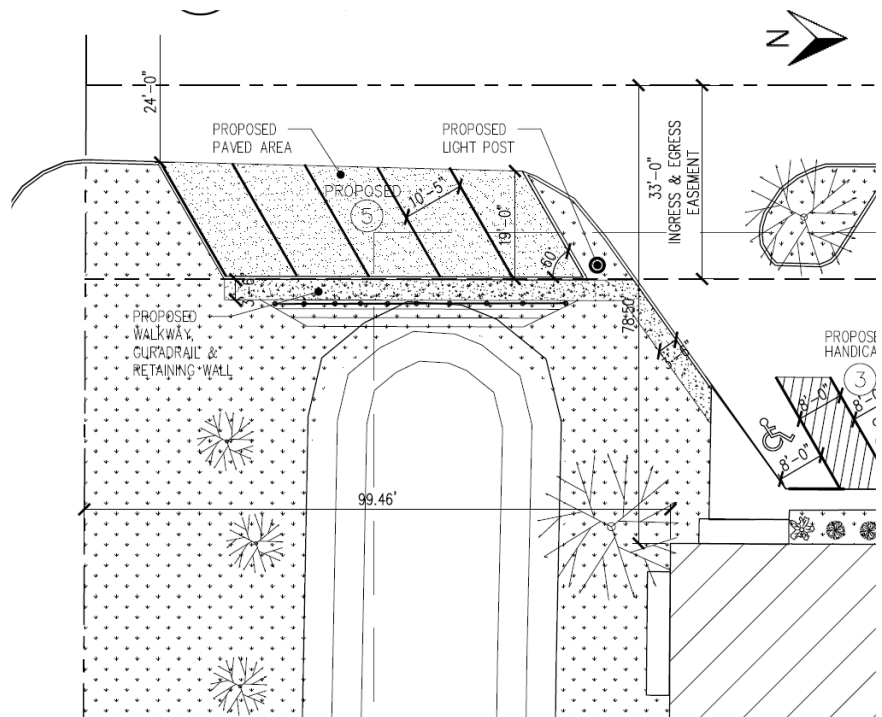


Above: Nearby sites (circled in Blue) on Graphics Drive with similar front yard parking.

**Open Item #3: Review and discuss the request for an Exception for parking to be permitted in the front yard, where it is prohibited.**

**Open Item #4: Review and discuss the recommendation for a pedestrian walkway to access the new visitor stalls.**

The Plan Commission indicated at the workshop meeting that if the front yard parking was to be requested as an Exception, a walkway should be provided in front of the new parking stalls to the entrance. The walkway ensures safe pedestrian travel from those stalls and avoids visitors walking in the main roadway/aisle to access the front entrance. The revised site plan is submitted and attached (dated 3-26-21) with a walkway included on the plan. The walkway will require a retaining wall and handrail to be installed due to the slope of the pond. Revised preliminary engineering is still needed but can be submitted with the final permit documents.



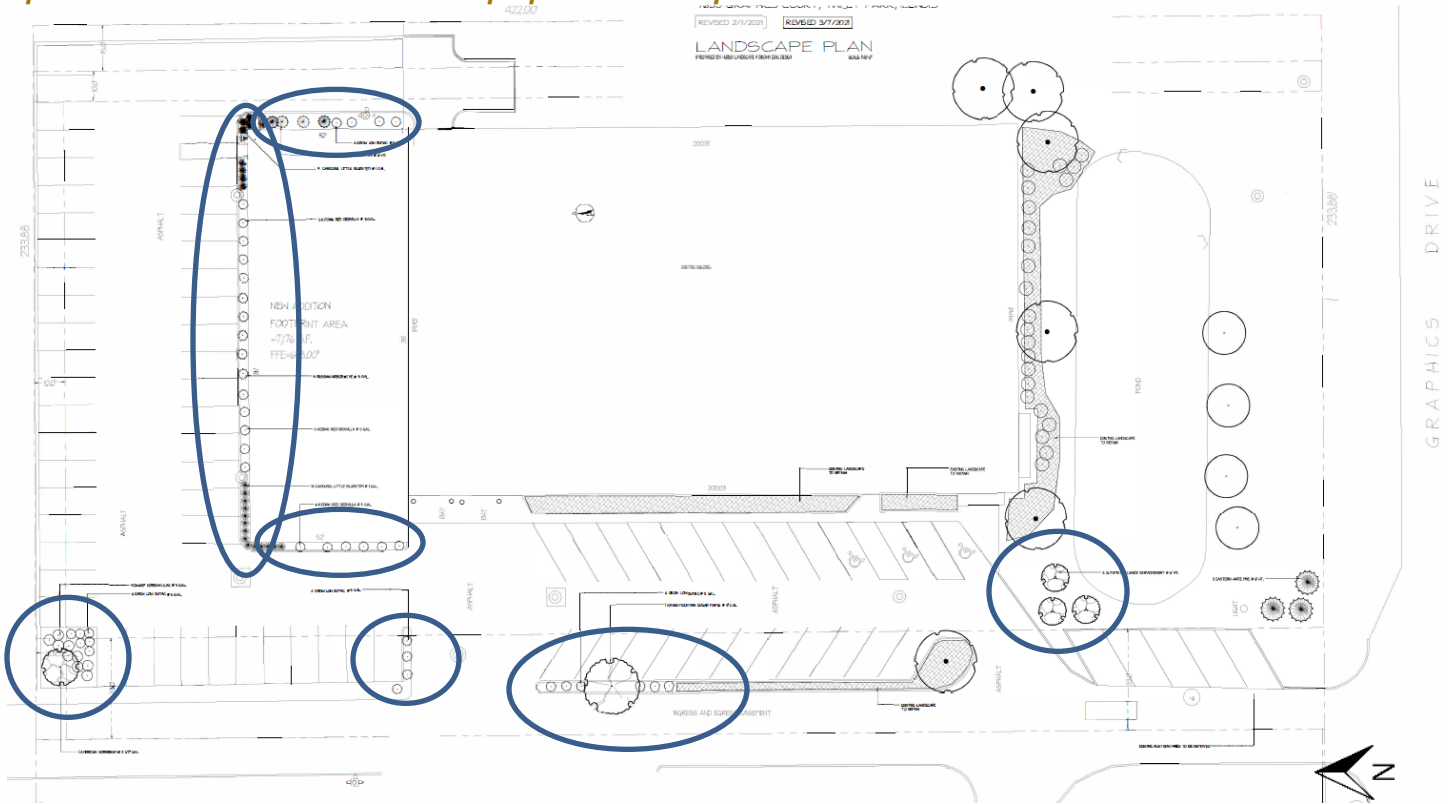
Above: Revised Site Plan showing sidewalk and new light pole around new visitor parking stalls.

## LANDSCAPE

Minor Landscaping changes are being proposed on the site as indicated on the Landscape Plan below. While there are landscape aspects of the site that are non-conforming, that is typical of existing sites developed under previous codes. It can be difficult to bring existing properties into precise conformance with newer code requirements including the landscape code. However, it has typically been the desire for the Village to bring non-conforming sites into closer compliance when possible and with a focus on public-facing frontages.

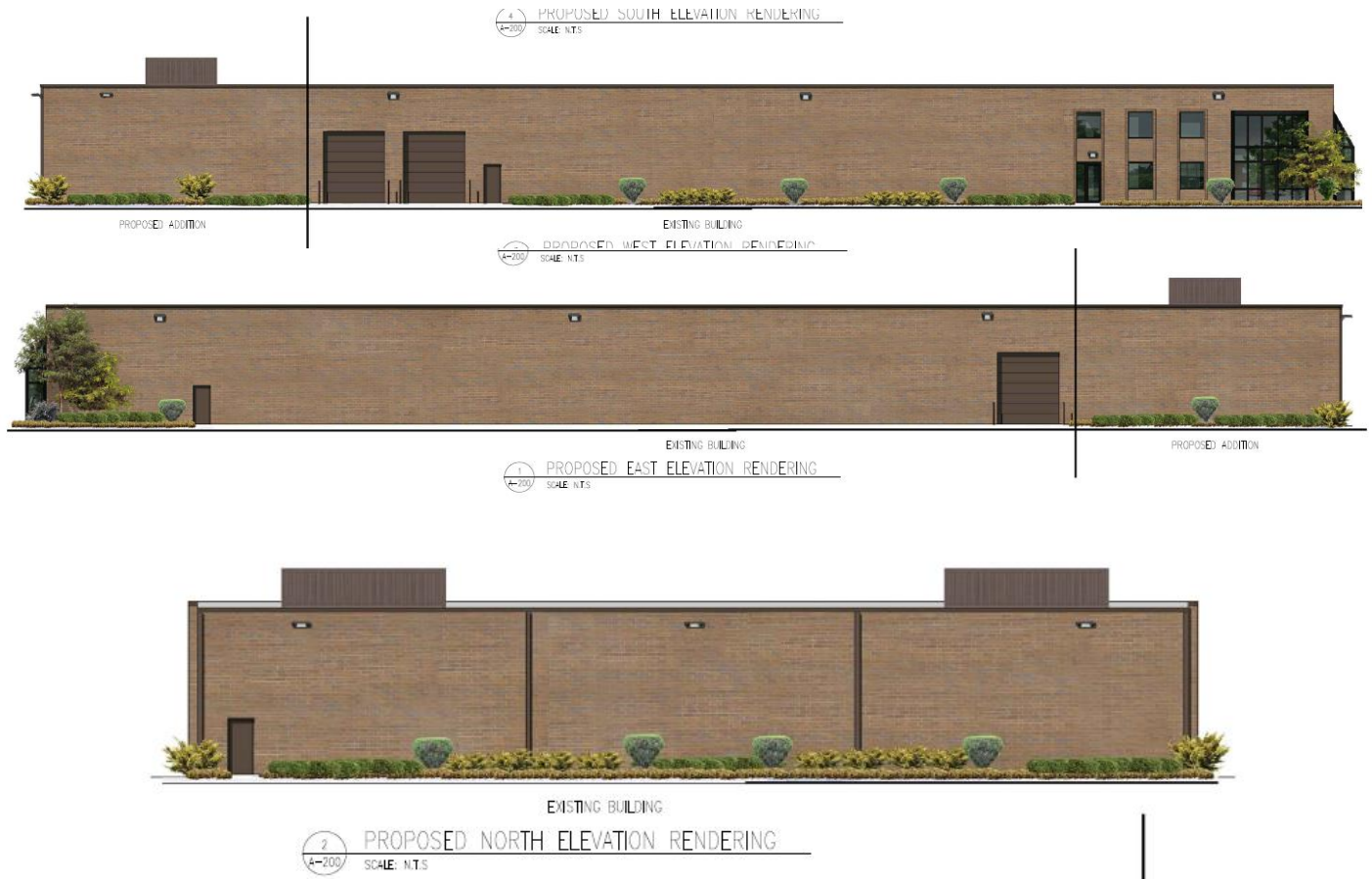
The front façade and pond area are attractively landscaped but one tree will be removed where the new parking location is proposed. New landscaping is being proposed along the building addition's foundation, the main drive aisle, and within the parking lot. The new landscaping and curbing around the foundation of the building also helps inadvertent collision of vehicles into the building.

### ***Open Item #5: Review and discuss the proposed Landscape Plan.***



## ARCHITECTURE

The existing building exterior is almost entirely brown brick with a glass entry at the main entrance on the southwest corner of the building that is visible from I-80. The proposed addition will include a full masonry exterior, that closely matches the exterior of the existing building. However, with all exterior surfaces, it can be difficult to precisely match colors, textures, and styles due to natural weather and production changes over many years. There can be minor color or size differences, but it is expected to be minimally noticeable unless right next to the building. Aiding the transition between the existing building and new addition materials will be a slight offset on the publicly visible western elevation. This offset prevents the need for a more visually apparent “seam” on the building between the existing building and addition. The architecture is simple but designed to match the existing building as much as possible. All proposed rooftop equipment will be screened from view by a metal RTU enclosure painted to match the doors, trim, and gutters on the building.



***Open Item #6: Discuss proposed architecture and materials closely matching the existing building.***

## LIGHTING

Lighting has been added to the building façade to light the drive aisles and rear parking lot area. The lighting levels meet adequate light levels with limited light spillage onto adjacent properties. The fixtures are downcast and full cutoff to avoid glare on adjacent properties and roadways. Staff recommends that the non-compliant wall fixtures located on the existing building be replaced with compliant matching fixtures. This will create more balanced light coverage and a more attractive building exterior. Additionally, the lighting plan does not include the new visitor parking area located at the southwest corner near the pond that will need to be shown on the photometric plan to be adequately illuminated.

***Open Item #7: Discuss proposed lighting and staff's recommendation for existing fixtures to be replaced to match the proposed addition's fixtures. A revised Photometric Plan shall be submitted indicating adequate lighting for the new visitor parking stalls.***

Plan Commission concurred with staff that the photometric plan needed to include the new stalls and show adequate lighting for security purposes. The revised site plan indicates a new light pole will be added near the new parking stalls. A revised Photometric Plan and cut-sheet for the light pole/fixture have not been received. Staff believes that the lighting review can be resolved with the permit submittal and a recommended condition was included to clarify the need to review the missing lighting information.

## STANDARDS FOR A SPECIAL USE

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Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff will provide draft Findings in the Staff Report for the Public Hearing.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - *The building addition and overall site changes are safe for the public and employees by meeting all building and life safety code requirements.*
- 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 building addition and site changes do not affect neighboring property enjoyment or impair property values.*
- 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;
  - *Neighboring properties are already developed and the proposal will not negatively affect any future development or redevelopment of the neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The site is already developed with adequate utilities and are designed to support the new building addition.*
- 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
  - *Site circulation is designed to allow for safe circulation by trucks, employees, and the general public.*
- 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.
  - *All other Village code requirements not addressed with the Deviation will be met.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The addition allows for an existing successful business to continue to grow and employ people with the community while also adding more property value to the community.*

## STANDARDS FOR SITE PLAN & ARCHITECTURAL APPROVAL

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

### Architectural

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

break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.

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

#### Site Design

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

## MOTIONS TO CONSIDER

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

### **Motion 1 (Site Plan):**

*"...make a motion to grant the Petitioner, Robert Bettinardi on behalf of RJB Tinley Park Real Estate LLC, Site Plan Approval to construct a building addition with site changes at 7650 Graphics Drive in the ORI PD (Office & Restricted Industrial, Hickory Creek PUD) Zoning District, in accordance with the plans submitted and subject to the following conditions:*

- 1. Approval is subject to final engineering review and approval by the Village Engineer.*
- 2. Approval is subject to approval of the Special Use for a Substantial Deviation to the PUD by the Village Board.*
- 3. Revised photometric plans and details of the light pole are required to be submitted and meet the Village's exterior lighting requirements."*

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

### **Motion 2 (Special Use for Substantial Deviation):**

*"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Hickory Creek PUD and Exceptions from the Zoning Ordinance (including front yard parking location and aisle widths) to the Petitioner, Robert Bettinardi on behalf of RJB Tinley Park Real Estate LLC, to permit a building addition and associated site changes at 7650 Graphics Drive in the ORI PD (Office & Restricted Industrial, Hickory Creek PUD) Zoning District, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the April 1, 2021 Staff Report."*

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

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

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**ORDINANCE**  
**NO. 2021-O-018**

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**AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION  
FROM THE HICKORY CREEK PUD AT CERTAIN PROPERTY LOCATED AT 7650  
GRAPHICS 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. 2021-O-018****AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION  
FROM THE HICKORY CREEK PUD AT CERTAIN PROPERTY LOCATED AT 7650  
GRAPHICS DRIVE**

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

**WHEREAS**, a petition for the granting of a Special Use for a Substantial Deviation from the Hickory Creek Planned Unit Development to allow expansion of the principal structure and Exceptions from the Zoning Ordinance for property located at 7650 Graphics Drive, Tinley Park, Illinois 60477 ("Subject Property") has been filed by Robert Bettinardi on behalf of RJB Tinley Park Real Estate LLC ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on April 1, 2021, at the Village Hall of this Village of Tinley Park ("Village"), and by teleconference per Gubernatorial Executive Order 2020-18 and the "Village of Tinley Park Temporary Public Participation Rules & Procedures", at which time all persons were afforded an opportunity to be heard; and

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

**WHEREAS**, the Plan Commission voted 6-0 and has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

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

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

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
  - *The building addition and overall site changes are safe for the public and employees by meeting all building and life safety code requirements.*
- 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 building addition and site changes do not affect neighboring property enjoyment or impair property values.*
- 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;
  - *Neighboring properties are already developed and the proposal will not negatively affect any future development or redevelopment of the neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
  - *The site is already developed with adequate utilities and are designed to support the new building addition.*
- 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
  - *Site circulation is designed to allow for safe circulation by trucks, employees, and the general public.*

- 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.
  - *All other Village code requirements not addressed with the Deviation will be met.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
  - *The addition allows for an existing successful business to continue to grow and employ people with the community while also adding more property value to the community*

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

**LEGAL DESCRIPTION:** LOT 1 IN TINLEY CORPORATE CENTER PHASE 1, BEING A SUBDIVISION OF THE SOUTH 422 FEET OF THE EAST 20 ACRES OF THE WEST 60 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST, (EXCEPT THAT PART THEREOF TAKEN BY THE PEOPLE OF THE STATE OF ILLINOIS, IN CASE # W66G1592H) TOGETHER WITH THE WEST 15 FEET OF THE SOUTH 422 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (LYING NORTH OF THE PROPERTY CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED DECEMBER 22, 1966 DOC R66-18876) OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER (PIN):** 19-09-01-176-021-0000

**COMMONLY KNOWN AS:** 7650 Graphics Drive, Tinley Park, Illinois

**SECTION 4:** That a Special Use Permit for a Substantial Deviation, as defined in Zoning Ordinance Section VII.B.6., from the approved Hickory Creek Planned Unit Development at certain property described in the above section at 7451 183rd Street in the ORI PD zoning district, in accordance with the plans submitted, for a building expansion and with the following exceptions:

1. An Exception from Sections V.D.B.(2). (Urban Design Overlay – Parking Lots) and VIII.A.7 (Off-street Parking – Yards) to permit parking to be located in the front yard.
2. An Exception from Section VIII.Table 2 (Parking Lot Dimension Guidelines) to permit a two-way drive aisle that is 24.5 feet wide instead of the minimum of 26 feet.

**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 13<sup>th</sup> day of April, 2021.

AYES:

NAYS:

ABSENT:

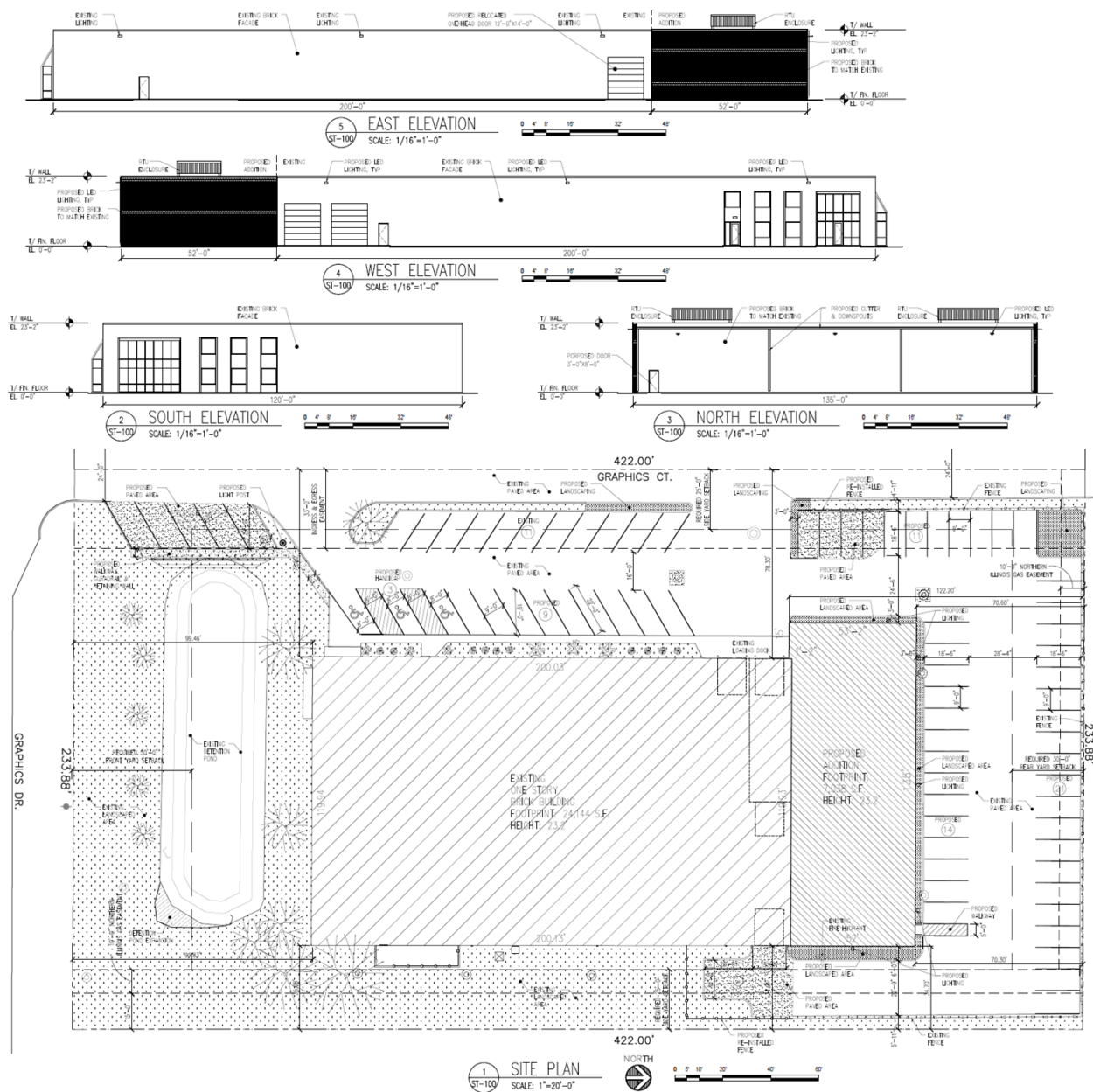
APPROVED THIS 13<sup>th</sup> day of April, 2021.

ATTEST:

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

\_\_\_\_\_  
VILLAGE PRESIDENT

## Exhibit 1



COUNTY OF COOK                    )  
COUNTY OF WILL                )       SS                    )

STATE OF ILLINOIS            )

#### CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of **Ordinance No. 2021-O-018**, “AN ORDINANCE GRANTING A SPECIAL USE FOR SUBSTANTIAL DEVIATION FROM THE HICKORY CREEK PUD AT CERTAIN PROPOERTY LOCATED AT 7650 GRAPHICS DRIVE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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

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

**SUBJECT: MINUTES OF THE APRIL 1, 2021 REGULAR MEETING**

**ITEM #1 PUBLIC HEARING – BETTINARDI EXPANSION, 7650 GRAPHICS DRIVE – SITE PLAN APPROVAL AND SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM A PUD**

Consider approving a Site Plan and recommending the Village Board grant Robert Bettinardi, on behalf of RJB Tinley Park Real Estate LLC (Property Owner), a Special Use for a Substantial Deviation from the Planned Unit Development (PUD) with exceptions from the Zoning Ordinance for the property located at 7650 Graphics Drive in the ORI PUD (Office and Restricted Industrial, Hickory Creek PUD) zoning district.

Present Plan Commissioners: Chairman Garrett Gray (Participated electronically)  
Eduardo Mani (Participated electronically)  
Angela Gatto (Participated electronically)  
Kehla West (Participated electronically)  
Frank Loscuito (Participated electronically)  
James Gaskill

Absent Plan Commissioners: Lucas Engel  
Mary Aitchison  
Steven Vick

Village Officials and Staff: Dan Ritter, Senior Planner  
Paula Wallrich, Planning Manager (Participated electronically)  
Kathy Congreve, Commission Secretary

Guests: Jim Waner, Waner Enterprises Inc., representing Bettinardi

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

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

DAN RITTER, Senior Planner, presented his staff report. He stated that this was the second meeting for this item; the first was the workshop a few weeks ago. He will be touching on a couple of the issues that were outstanding at that meeting with front parking being the primary concern. He noted that the Staff Report has been distributed to the Commission and posted on the Village website and will be attached to the minutes as part of the meeting record. A recommendation (Open Item #4) was reviewed and discussed for a pedestrian walkway to access the new visitor stalls. Proposed lighting (Open Item #7) and staff's recommendation for existing fixtures was also discussed.

CHAIRMAN GRAY asked for comments from each Commissioner. There were none.

CHAIRMAN GRAY commented on Item #4, stating that he likes what he sees with the added sidewalk, light pole and retaining wall with the rail. And he concurs with staff on Item #7, requiring the petitioner to get revised photometric plans to staff before moving forward.

CHAIRMAN GRAY invited the Petitioner to speak. Jim Waner, of Waner Enterprises Inc., was present but had no comments.

There was no public comment.

A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER LOSCUITO to close the public hearing on Bettinardi Golf Expansion.

CHAIRMAN GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

There were no further comments or discussion.

DAN RITTER summarized the Standards for Special Use.

The first motion, for Site Plan Approval was made by COMMISSIONER MANI, seconded by COMMISSIONER WEST to grant the Petitioner, Robert Bettinardi on behalf of RJB Tinley Park Real Estate LLC, Site Plan Approval to construct a building addition with site changes at 7650 Graphics Drive in the ORI PD (Office & Restricted Industrial, Hickory Creek PUD) Zoning District, in accordance with the plans submitted and subject to the following conditions:

1. Approval is subject to final engineering review and approval by the Village Engineer.
2. Approval is subject to approval of the Special Use for a Substantial Deviation to the PUD by the Village Board.
3. Revised photometric plans and details of the light pole are required to be submitted and meet the Village's exterior lighting requirements.

Roll Call:

AYE: COMMISSIONERS MANI, GATTO, WEST, GASKILL, and LOSCUITO, CHAIRMAN GRAY

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

The second motion, for Substantial Deviation, was made by COMMISSIONER GATTO, seconded by COMMISSIONER WEST to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Hickory Creek PUD and Exceptions from the Zoning Ordinance (including front yard parking location and aisle widths) to the Petitioner, Robert Bettinardi on behalf of RJB Tinley Park Real Estate LLC, to permit a building addition and associated site changes at 7650 Graphics Drive in the ORI PD (Office & Restricted Industrial, Hickory Creek PUD) Zoning District, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the April 1, 2021 Staff Report.

Roll Call:

AYE: COMMISSIONERS MANI, GATTO, WEST, GASKILL, and LOSCUITO, CHAIRMAN GRAY

NAY: None.

CHAIRMAN GRAY declared the Motion approved by roll call.

This will go to the Village Board on April 13, 2021.





# Interoffice Memo

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**Date:** April 9, 2021

**To:** Committee of the Whole

**From:** David Niemeyer, Village Manager

**Subject:** Tinley Park Convention Center Sign

As you know, the Village Board recently approved a quote from Van Bruggen Signs for a digital billboard at the Convention Center. The proposal was for a 10mm display which has electrical requirements of 240v/80a. However, the electrical service at the existing sub panel for the pylon sign is 240v/60a. We would have to upsize the electrical service to allow a 10mm sign to be built.

We discussed having a 16mm sign installed instead which would be compatible with the current electric service. This would have a pixel matrix of 162x252 compared to 270x420 for the 10mm sign. John and I both looked at a few 16mm signs in the area and believe that based on the size of the sign there is not a noticeable difference in the quality of a 16mm compared to a 10mm. Installing a 16mm sign allows us to use the current electric service and will actually be \$2,378 less than the \$121,918 for the 10mm sign. The staff, as well as the Convention Center managers, recommend purchasing the 10mm sign.

I would ask the Committee of the Whole recommend approval of Resolution Number 2021-R-029 approving a proposal from Van Bruggen Signs for the purchase of a digital jumbotron sign at the April 13, 2021 Board meeting. Total cost will be \$119,540.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-029**

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**A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A  
PROPOSAL FROM VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL  
JUMBOTRON SIGN**

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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. NO. 2021-R-029****A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A PROPOSAL FROM VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN**

**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,** on March 2, 2021, the Village Board approved a proposal from Van Bruggen Signs for a jumbotron sign at the village's convention center; and

**WHEREAS,** the village needs to revise the proposal with Van Bruggen as the original sign could not meet the electrical service at the sign;

**WHEREAS,** the village would now like to purchase a 16mm sign;

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered approving a proposal from Van Bruggen Signs, Inc., a true and correct copy of such Proposal being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

**ADOPTED** this 13<sup>th</sup> day of April, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April , 2021, 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. NO. 2021-R-029 “**A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-R-011 A CONTRACT WITH VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021

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. 2021-O-014**

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**AN ORDINANCE ADOPTING THE ANNUAL BUDGET  
FOR THE FISCAL YEAR ENDING APRIL 30, 2022  
FOR 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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**ORDINANCE  
NO. 2021-O-014**

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

AN ORDINANCE ADOPTING THE ANNUAL BUDGET  
FOR THE FISCAL YEAR ENDING APRIL 30, 2021  
FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS  
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**WHEREAS**, the Board of Trustees of the Village of Tinley Park have prepared for adoption of the Annual Budget for the fiscal year ending April 30, 2022 which said Budget has been and is now on file in the office of the Village Clerk and made available for public inspection for a period of at least ten (10) days prior hereto, and which the said Budget is set forth in Appendix A entitled: Annual Budget, Village of Tinley Park, Fiscal Year ending April 30, 2022, and which said Budget is hereby incorporated into this Ordinance as though fully set out herein; and

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

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

**WHEREAS**, the Board of Trustees of the Village of Tinley Park wish to adopt the Annual Budget for the fiscal year ending April 30, 2022.

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

**SECTION ONE**

The Annual Budget, as set forth in **Appendix “A,”** is hereby adopted as the Annual Budget for the Fiscal Year ending April 30, 2022, for the Village of Tinley Park. Said Budget as contained in **Appendix “A”** is hereby incorporated as fully as if recited at length herein.

**SECTION TWO**

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

**SECTION THREE**

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

**SECTION FOUR**

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

PASSED this 20<sup>th</sup> day of April, 2021 on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 20<sup>th</sup> day of April 2021, by the President of the Village of Tinley Park.

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Village President

**ATTEST:**

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Village Clerk

**APPENDIX “A”**

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-014, “AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING APRIL 30, 2022 FOR THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 20, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20<sup>th</sup> day of April 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-022**

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

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**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 NUMBER 2021-R-022****A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND**

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

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

**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 Treasurer is hereby authorized to transfer an amount not to exceed \$10,000,000 from the General Fund of the Village of Tinley Park to the Capital Improvement and Replacement Fund of the Village of Tinley Park for the purpose of purchasing certain capital replacement items during the fiscal year ending April 30, 2022 or thereafter.

## **SECTION TWO**

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

## **SECTION THREE**

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$3,000,000 from the Water and Sewer Operations and Maintenance Fund to the Sewer Rehabilitation and Replacement Fund; and in proportionately equal amounts to the Water and Sewer Construction Fund for the purpose of providing for water and sewer infrastructure rehabilitation, replacement and construction projects during fiscal year ending April 30, 2022 or thereafter.

## **SECTION FOUR**

The Village Treasurer is hereby authorized to transfer an amount not to exceed \$1,000,000 from the Commuter Parking Lot Operations and Maintenance Fund to the Commuter Parking Lot Improvement and Replacement Fund for parking lot rehabilitation, replacement, improvement and construction projects during fiscal year ending April 30, 2022 and thereafter.

## **SECTION FIVE**

The expenditure of funds transferred herein to the Capital Improvement and Replacement Fund, the Sewer Rehabilitation and Replacement Fund, Water and Sewer Construction Fund and the Commuter Parking Lot Improvement Fund shall be made only upon approval of the Village Board and as part of the annual budget for the fiscal year ending April 30, 2022 unless subsequently modified by the Village Board.

**SECTION SIX**

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

ADOPTED this 20<sup>th</sup> day of April 2021

**AYES:**

**NAYS:**

**ABSENT:**

APPROVED this 20<sup>th</sup> day of April 2021.

---

VILLAGE PRESIDENT

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

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-022, “A RESOLUTION AUTHORIZING TRANSFERS FROM THE GENERAL FUND, WATER AND SEWER OPERATIONS AND MAINTENANCE FUND, AND COMMUTER PARKING LOT OPERATIONS AND MAINTENANCE FUND” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 20, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20<sup>th</sup> day of April 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**Interoffice****Memo**

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**Date:** April 1, 2021

**To:** David Niemeyer – Village Manager  
John Urbanski – Public Works Director

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** FY2022 Pavement Management Program (PMP) – Street Resurfacing

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Prepared for the Village Board Meeting for consideration and possible action:

Description: The project entails approximately 4.8 miles of local streets to be resurfaced. The total estimated cost for this project is \$3,000,000 funded entirely with MFT funds. Robinson Engineering has prepared a map and list of streets to be included in this year's project. These will be added to the Village website under Current Projects once it is approved by the Board.

The Village has always found success in bidding this project as early as possible to obtain lower asphalt prices. Early bids tend to be more competitive. The project will be one of the early bid projects among the surrounding communities. The Village intends to get this project submitted to IDOT upon approval of this Resolution and out to bid upon approval from IDOT.

Attached please find a memo prepared by Robinson Engineering with a project timeline.

Staff Direction Request:

1. Approve Resolution for MFT funds to be allocated to the FY2022 Project.
2. Direct Staff as necessary.

Attachments:

1. Project Timeline Memo
2. Street Name Listing Spreadsheet
3. FY22 PMP Proposed Resurfacing Map

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION**

**NO. 2021-R-023**

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**A RESOLUTION (IDOT RESOLUTION 21-00000-00-GM) AUTHORIZING AN  
APPROPRIATION OF UP TO \$3,000,000 IN MFT FUNDS FOR THE  
FY2022 PAVEMENT MANAGEMENT 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**

---

**RESOLUTION NO. 2020-R-023****A RESOLUTION (IDOT RESOLUTION 21-00000-00-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$3,000,000 IN MFT FUNDS FOR THE FY2022 PAVEMENT MANAGEMENT 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 authorizing an (IDOT Resolution 21-00000-00-GM) appropriation of up to \$3,000,000 in MFT Funds for the FY2022 Pavement Management Program, a true and correct copy of such Resolution being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 13<sup>th</sup> day of April, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April, 2021, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

---

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. 2021-R-023, “**A RESOLUTION (IDOT RESOLUTION 21-00000-00-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$3,000,000 IN MFT FUNDS FOR THE FY2022 PAVEMENT MANAGEMENT PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 13<sup>th</sup> day of April, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

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

# MEMORANDUM

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**DATE:** April 1, 2021  
**TO:** Trustee Michael W. Glotz  
Chair – Public Works Committee  
**FROM:** Van Calombaris, PE, Village Engineering Consultant

**SUBJECT: FY2022 Pavement Management Program (PMP) - Street Resurfacing**

Attached for your reference is a list which shows the preliminary streets that are being recommended to be covered under the FY2022 program. The recommendation includes approximately 4.8 miles of streets to be resurfaced under the program. The total funding needed for the estimated cost of the FY2022 Program is \$3,000,000.

This year's program will be funded entirely with MFT funds. It is not anticipated that there will be increases in existing revenues, any grants through SSMMA or the dedication of any other existing revenues.

Due to the complications of COVID, this year's program is being put out to bid later than in past years as it was difficult to establish this year's program budget amount. We do not know what affect this will have on the bids. We have also been told that pricing is up from last year due to cost increases in asphalt, gasoline and other materials.

A schedule for adoption of the MFT Resolution/Agreements, bidding schedule, award and construction is provided below.

- **Tuesday 4-13-21** Discuss the final PMP Program details and potential funding up to \$3,000,000 at a Village Committee of the Whole Meeting and discuss entering into an official agreement for Robinson Engineering to provide engineering services related to the Resurfacing Program.
- **Tuesday 4-13-21** Approve \$3,000,000 in spending for the FY2022 PMP Resurfacing Program from MFT funds at Village Board Meeting. Pass MFT Resolution.
- **Tuesday 4-13-21** Approve entering into an Agreement for Robinson Engineering to provide engineering services related to the FY2021 Resurfacing Program.
- **Wednesday 4-14-21** Send signed resolution, agreements and engineering documents to IDOT for approval.
- **On or before Tuesday 5-25-21** Pending IDOT's approval, accept bids for the FY2022 PMP Resurfacing Program. Bid date will be dependent upon IDOT's review turnaround and could be earlier. Village Board should direct staff to set the actual bid date per IDOT's recommendation.
- **Tuesday 6-1-21** Approve award of PMP Contract to lowest responsive, responsible bidder.
- **Monday 6-14-21** Tentative construction start.

Attachments-Street Location Map and List

Tinley Park PMP FY2022 PMP Proposed Street Resurfacing (21-R0005.01)				
Location No.	Location Name	From	To	Length
1	Spring Creek Drive	N Creek Drive	N Creek Drive	1322
2	174th Street	Oriole Avenue	Osceola Avenue	1165
3	White Oak Lane	Timbers Pointe Drive	Culdesac to north	152
4	Barbara Avenue	Ridgeland Avenue	Carlsbad Drive	824
5	Carlsbad Drive	Ridgeland Avenue	Gaynelle Road	1394
6	Beverly Avenue	167th Street	Carlsbad Drive	1204
7	163rd Street	84th Avenue	80th Avenue	2644
8	170th Street	Harlem Avenue	New England Avenue	1757
9	169th Street	New England Avenue	Oak Park Avenue	544
10	Sayre Avenue	170th Street	167th Street	1880
11	New England Avenue	170th Street	167th Street	1906
12	168th Street	Harlem Avenue	Sayre Avenue	1212
13	Westwind Drive	167th Street	168th Street	720
14	Misty Lane	168th Street	Culdesac to south	300
15	Crystal Court	168th Street	Culdesac to south	210
16	Golden Pheasant Drive	179th Street	Pheasant Lake Drive	472
17	Meadowlark Drive	Golden Pheasant Drive	Flamingo Drive	961
18	Pheasant Lake Drive	Golden Pheasant Drive	183rd Street	2184
19	Cardinal Lane	Golden Pheasant Drive	Flamingo Drive	596
20	Pelican Lane	Golden Pheasant Drive	Flamingo Drive	584
21	Flamingo Drive	Pheasant Lake Drive	Hummingbird Drive	773
22	Hummingbird Drive	Flamingo Drive	Bluebird Drive	1196
23	Cherry Hill Road	84th Avenue	167th Street	1167

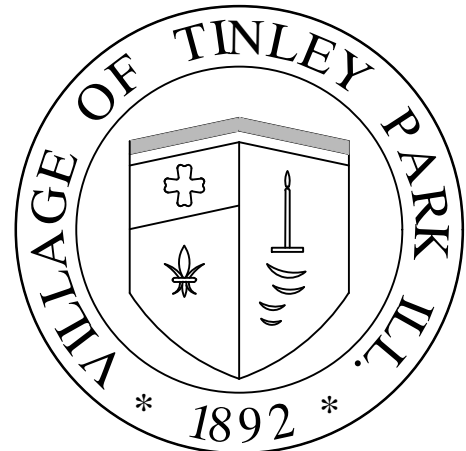
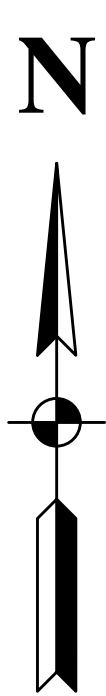
25,167 FT = 4.8 Miles

VILLAGE *of* TINLEY PARK

M.F.T. 21-00000-00-GM

FY 2022 PAVEMENT MANAGEMENT PROGRAM

PROPOSED RESURFACING



VILLAGE PRESIDENT  
JACOB C. VANDENBERG

VILLAGE CLERK  
KRISTIN A. THIRION

VILLAGE TRUSTEES  
CYNTHIA A. BERG  
WILLIAM P. BRADY  
MICHAEL W. GLOTZ

WILLIAM A. BRENNAN  
DIANE M. GALANTE  
MICHAEL G. MUELLER

Tinley Park PMP FY2022 PMP Proposed Street Resurfacing (21-R0005.01)				
Location No.	Location Name	From	To	Length
★ 1	Spring Creek Drive	N Creek Drive	N Creek Drive	1322
★ 2	174th Street	Orion Avenue	Osceola Avenue	1165
★ 3	White Oak Lane	Timbers Pointe Drive	Culdesac to north	152
4	Barbara Avenue	Ridgeland Avenue	Carlsbad Drive	824
★ 5	Carlsbad Drive	Ridgeland Avenue	Gaynelle Road	1394
★ 6	Beverly Avenue	167th Street	Carlsbad Drive	1204
7	163rd Street	84th Avenue	80th Avenue	2644
★ 8	170th Street	Harlem Avenue	New England Avenue	1757
9	169th Street	New England Avenue	Oak Park Avenue	544
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★★ 12	168th Street	Harlem Avenue	Sayre Avenue	1212
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19	Cardinal Lane	Golden Pheasant Drive	Flamingo Drive	596
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21	Flamingo Drive	Pheasant Lake Drive	Hummingbird Drive	773
22	Hummingbird Drive	Flamingo Drive	Bluebird Drive	1196
★ 23	Cherry Hill Road	84th Avenue	167th Street	1167

MAP LEGEND

 STREET TO BE RESURFACED

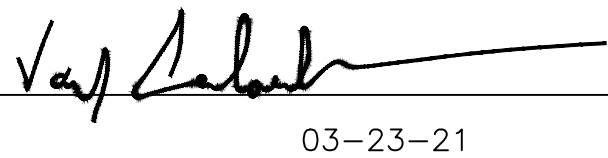
TABLE LEGEND

★ INDICATES STREET TO HAVE FULL SURFACE REMOVAL AND HOT IN PLACE RECYCLING

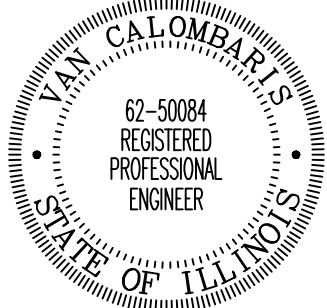
★★ INDICATES STREET WILL HAVE COMBINATION OF SURFACE REMOVAL, HOT IN PLACE RECYCLING, EDGE GRIND AND RESURFACING

25,167 FT = 4.8 MILES

PREPARED BY OR UNDER THE  
DIRECT SUPERVISION OF:



03-23-21



PREPARED BY:



ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.  
PROJECT NO. 21-R0005\_01

SHEET NO. 1 OF 7

**Interoffice****Memo**

---

**Date:** April 1, 2021

**To:** David Niemeyer – Village Manager  
John Urbanski – Public Works Director

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** FY22 PMP - MFT Resolution and Engineering Agreement

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Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: The project entails approximately 4.8 miles of local streets to be resurfaced. The total estimated cost for this project is \$3,000,000 funded entirely with MFT funds. Robinson Engineering has prepared a map and list of streets to be included in this year's project. These will be added to the Village website under Current Projects once it is approved by the Board.

The agreement between the Village and Robinson Engineering would include preliminary design engineering and field services for this project. Final costs of this agreement are in accordance with State requirements and will be based on a percentage basis of the PMP awarded contract amount (3.5% for design and 6% for construction observation). REL has completed and provided the necessary IDOT documents to be signed by the Village upon approval of this Resolution and Engineering Agreement.

Staff Direction Request:

1. Approve Resolution and Professional Services Agreement between the Village and Robinson Engineering and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Street Name Listing Spreadsheet
2. FY22 PMP Proposed Resurfacing Map

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-024**

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**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR ENGINEERING  
SERVICES RELATED TO THE FY2022 PAVEMENT MANAGEMENT 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. 2021-R-024****A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE FY2022 PAVEMENT MANAGEMENT PROGRAM**

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

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

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

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

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

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

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

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

**ADOPTED** this 13<sup>th</sup> day of April 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April, 2021, by the President of the Village of Tinley Park.

---

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. 2021-R-024, “**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE FY2022 PAVEMENT MANAGEMENT PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**Interoffice****Memo**

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**Date:** April 6, 2021  
**To:** David Niemeyer – Village Manager  
**From:** John Urbanski – Public Works Director  
**Subject:** Purchase Request – PD Simulcast Radio Upgrade Phase #1

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Presented for the Committee of the Whole/Village Board Meeting consideration and possible action:

Description: As a main operational function of the Police Department's activities, the radio system receives annual maintenance checks. In response to an increase of "issues" compared to our standard of reliability for a system our size (over 90,000 transmissions per year at 98% reliability), staff requested an updated review and recommendation.

In response to findings, research to better improve the system coverage and operation for improved inbuilding coverage throughout the Village led staff to engineer a multi-site (simulcast) system operation. In conjunction with the findings of the system analysis along with improvements in technology, it was this recommendation that would assist with increased coverage and reduce some of the issues previously experienced within the Village. Currently, the radio system transmits to dispatch from a single site when field operations occur. This limits the potential of the system and signal. A simulcast system allows multiple transmitters at multiple locations, therefore creating a larger coverage footprint. This upgrade also allows for a (3) site simulcast system that will allow migration to P25 VHF operation (digital).

To begin a phased approach of improvements and respective of COVID-19 reductions, staff recommends purchasing equipment for Phase 1 of the system. Phase 2 installation was requested in the FY22 budget and will be presented for board approval respectively. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait). Both proposals are industry standard "quality" equipment serving Public Safety, Public Service agencies. In review of the proposals, it is the recommendation of staff that the Village Board approve a purchase with Modular Communication Systems (ModUcom) for the Tait solution to our simulcast upgrade as reflected in the proposal of \$66,800.

Staff Direction Request:

1. Approve Purchase Order for Phase 1 equipment purchase with Modular Communication Systems, in the amount of \$66,800 for simulcast equipment at three (3) sites as requested and approved in the FY21 budget.
2. Direct Staff as necessary.

Attachment:

1. Modular Communications Systems Proposal
2. On-Site Communications Proposal

## Tinley Park Police Department

### Tait - Radio System Upgrade

March 25, 2021

Mr. John Urbanski, Director  
 Tinley Park Public Works Department

Dear Director, Urbanski:

Moducom is pleased to offer our proposal to upgrade the Police Department Radio System to Simulcast staged for migration to P25 Conventional Operation upon replacing the subscriber mobile and portable radios.

As discussed with your consultant, the initial proposal will upgrade all aged receiver sites and add (2) transmitter sites operating as a full simulcast synced radio system to increase portable coverage in the outlying areas of the Village. The areas that will have increased required coverage is the entire North half of the Village as well as the South half primarily around the mall and new industrial project South off 191<sup>st</sup> and Harlem Ave.

In the future as funding becomes available the current aged subscriber mobile and portables will be replaced with P25 capable radios. When all radios are replaced the system will then migrate to P25 Conventional Operation (digital) in further increase coverage and signal quality.

Item	Description	Qty	Cost
1	Main Transmitter (simulcast) Site	1	\$ 23,796.00
2	North Transmitter (simulcast) Site	1	\$ 23,796.00
3	South Transmitter (simulcast) Site	1	\$ 19,208.00
4	Receiver Sites (1-9)	9	\$ 46,404.00
	Total Equipment		\$ 113,204.00
5	System Installation	1	\$ 48,540.00
	Total System		\$ 161,744.00
6	Future P25 Conventional Upgrade (digital) Equipment		\$ 23,850.00
7	Future P25 Conventional Upgrade Installation		\$ 4,500.00
	Total P25 System Upgrade		\$ 28,350.00

Note 1: The proposal does not include combiners, antennas, feedlines, site work.

Moducom	RACOM/TAIT product quote
	Tinley Park, IL

3/23/2021

Qty	Item Code	Description
<b>Simulcast Site 1</b>		
1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly
1	T01-01103-DAAA	TB9400 Reciter 148-174MHz
1	T01-01121-DBBA	TB94 Linear PA 148-174MHz 100Watts
1	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
1	219-01561-00	Cable cord 2m USA/CAD IEC black
1	TBAS061	Central Voter
1	TBAS062	Simulcast Enable
1	TBAS060	Digital Fixed Station Interface (DFSI)
1	FREQ-REF-KIT-ACDC	Frequency Reference Kit - SecureSync Freq. Ref, GPS 8230 Antenna , Antenna Kit

**Simulcast Site 2**

1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly
1	T01-01103-DAAA	TB9400 Reciter 148-174MHz
1	T01-01121-DBBA	TB94 Linear PA 148-174MHz 100Watts
1	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
1	219-01561-00	Cable cord 2m USA/CAD IEC black
1	TBAS061	Central Voter
1	TBAS062	Simulcast Enable
1	TBAS060	Digital Fixed Station Interface (DFSI)
1	FREQ-REF-KIT-ACDC	Frequency Reference Kit - SecureSync Freq. Ref, GPS 8230 Antenna , Antenna Kit

**Simulcast Site 3**

1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly
1	T01-01103-DAAA	TB9400 Reciter 148-174MHz
1	T01-01121-DBBA	TB94 Linear PA 148-174MHz 100Watts
1	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
1	219-01561-00	Cable cord 2m USA/CAD IEC black
1	TBAS071	IP Networking Satellite
1	TBAS062	Simulcast Enable
1	FREQ-REF-KIT-ACDC	Frequency Reference Kit - SecureSync Freq. Ref, GPS 8230 Antenna , Antenna Kit

**Receiver Sites 1-9**

9	TB9444-RX1T	TB9400 Single Receiver x1 Capable Chassis Assembly
9	T01-01104-DAAA	TB94 RxOnly 148-174MHz
9	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
9	219-01561-00	Cable cord 2m USA/CAD IEC black
9	TBAS071-R0	IP Networking Satellite - RxOnly

Optional P25 Conventional Upgrade - Software / Services		
3	TBAS050	P25 Common Air Interface (CAI) - required for Simulcast Sites
3	Daily Service	Upgrade Services / Site Upgrade and Testing

**ON-SITE COMMUNICATIONS USA, Inc.**

8008 W. 171<sup>st</sup> Street  
 Tinley Park, IL 60477  
 Phone: (708) 429-0234 . Fax: (708) 429-9566

**QUOTATION**

February 25, 2021

**Customer Information:**

Village of Tinley Park . 16250 S. Oak Park Avenue . Tinley Park, IL 60177  
 Attention: Max Machuta . Phone: 708-444-5500 . Fax: 708-444-5299  
 mmachuta@aol.com

Quantity	Description	Unit Price	Total Price
<b>SIMOCO Transmit Sites</b>			
1	SB2025NT P25 VHF Repeater with Integral Network Interface & Traffic Manager- 100 Watt 12.5/25 kHz channel spacing - 13.8 DCV	\$ 23,476.63	\$ 23,476.63
2	SB2025NT-N P25 Base Station Repeater 146 - 174 MHz D3 Band 100 Watt DC Powered (13.8V) 12.5 / 25 kHz channel spacing With P25 NI	\$ 20,143.12	\$ 40,286.23
3	GPS Antenna / Receiver	\$ 1,199.52	\$ 3,598.55
3	Cable 10 meter	\$ 313.53	\$ 940.60
3	GPS Antenna / Receiver Mounting Bracket	\$ 65.08	\$ 195.23
3	GPS Straight Cable 1 m	\$ 106.48	\$ 319.44
3	Univerdsal Reference Generator AC (100-240 VAC)	\$ 4,335.51	\$ 13,006.52
<b>SIMOCO Receiver Sites</b>			
9	SR2000 VHF 146 - 174 MHz, Receiver for Solar2 Simulcast, 13.8 VDC	\$ 4,552.58	\$ 40,973.22
9	P25 Network Interface DC Powered (10 – 36 V DC).	\$ 13,170.32	\$ 118,532.90
9	Interconnect Cable Kit - I/O CABLE FORM 3M	\$ 165.00	\$ 1,485.00

9	Connector Kit	\$	36.40	\$	329.40
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**Services**

1	Web Training Seminar (2 Hours)	\$	3,500.00	\$	3,500.00
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**Total \$ 246,643.73**

**Notes:**

***Quote good for 90 Days!***

***Also moving forward Simoco engineering would need the following before equipment can be purchased:***

- 1. TX & RX locations with Long/Lat details***
- 2. All Tower Heights***
- 3. Current Antenna Model Per Site***
- 4. Type / Model of Cable at Each Site***
- 5. Manufacturer / Model Per Site for Backhaul***

***Options Also for Tech Support T&M or Service Contract to be Determined.***

***This quote is only for equipment only and does not include installation or any labor. Freight is not included in this quote.***

**Richard T. Maloney**, Sales & Service Representative  
[richmaloney@onsite2way.com](mailto:richmaloney@onsite2way.com)  
Mobile 708.259.2958

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-025**

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**A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK  
AND MODULAR COMMUNICATION SYSTEMS FOR PHASE 1 EQUIPMENT PURCHASE**

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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. 2021-R-025****A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND MODULAR COMMUNICATION SYSTEMS FOR PHASE 1 EQUIPMENT PURCHASE**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered approving a purchase with Modular Communications Systems, a true and correct copy of such purchase being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 13<sup>th</sup> day of April 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April, 2021, 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. 2021-R-025, “**A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND MODULAR COMMUNICATION SYSTEMS FOR PHASE 1 EQUIPMENT PURCHASE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**Interoffice****Memo**

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**Date:** April 6, 2021  
**To:** David Niemeyer – Village Manager  
**From:** John Urbanski – Public Works Director  
**Subject:** Purchase Request – PD Radio Upgrade Nine (9) Receiver Sites

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Presented for the Committee of the Whole/Village Board Meeting consideration and possible action:

Description: As a main operational function of the Police Department's activities, the radio system receives annual maintenance checks. In response to an increase of "issues" compared to our standard of reliability for a system our size (over 90,000 transmissions per year at 98% reliability), staff requested an updated review and recommendation.

As result of the system inspection and corresponding to technology trends, it was determined that the current police radio system does require upgrades to the transmitter and receiver sites. This phased approach was requested in the FY21 budget recommendation to prevent unnecessary emergency outages or intermittent operations with our current, aging equipment as originally intended for, "upgrade of (5) receivers." In response to findings, staff researched solutions to better improve the system and operation for improved in-building coverage throughout the Village.

Previously requested and in conjunction with the simulcast system upgrades and improvements in existing technology, it was this recommendation that will require parallel upgrades of all of the current radio receiver sites. Currently, the radio system does not afford the ability to upgrade to a simulcast system, therefore requiring the replacement of nine (9) of the current radio receivers. This receiver upgrade will allow migration to P25 VHF operation (digital) when decided necessary.

To begin a phased approach of improvements and respective of COVID-19 reductions, staff recommends purchasing equipment for Phase 1a of the system. Phase 2a installation was requested in the FY22 budget and will be presented for board approval respectively. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait). Both proposals are industry standard "quality" equipment serving Public Safety, Public Service agencies. In review of the proposals, it is the recommendation of staff that the Village Board approve a purchase with Modular Communication Systems (ModUcom) for the Tait solution to our simulcast upgrade as reflected in the proposal of \$46,404.

Staff Direction Request:

1. Approve Purchase Order for Phase 1a equipment purchase with Modular Communication Systems, in the amount of \$46,404 for nine (9) receivers and respective, misc. equipment as requested and approved in the FY21 budget.
2. Direct Staff as necessary.

Attachment:

1. Modular Communications Systems Proposal
2. On-Site Communications Proposal



T: (231)944-8420

E: [sales@moducom.com](mailto:sales@moducom.com)W: [www.moducom.com](http://www.moducom.com)

## Tinley Park Police Department Tait - Radio System Upgrade

March 25, 2021

Mr. John Urbanski, Director  
Tinley Park Public Works Department

Dear Director, Urbanski:

Moducom is pleased to offer our proposal to upgrade the Police Department Radio System to Simulcast staged for migration to P25 Conventional Operation upon replacing the subscriber mobile and portable radios.

As discussed with your consultant, the initial proposal will upgrade all aged receiver sites and add (2) transmitter sites operating as a full simulcast synced radio system to increase portable coverage in the outlying areas of the Village. The areas that will have increased required coverage is the entire North half of the Village as well as the South half primarily around the mall and new industrial project South off 191<sup>st</sup> and Harlem Ave.

In the future as funding becomes available the current aged subscriber mobile and portables will be replaced with P25 capable radios. When all radios are replaced the system will then migrate to P25 Conventional Operation (digital) in further increase coverage and signal quality.

Item	Description	Qty	Cost
1	Main Transmitter (simulcast) Site	1	\$ 23,796.00
2	North Transmitter (simulcast) Site	1	\$ 23,796.00
3	South Transmitter (simulcast) Site	1	\$ 19,208.00
4	Receiver Sites (1-9)	9	\$ 46,404.00
	Total Equipment		\$ 113,204.00
5	System Installation	1	\$ 48,540.00
	Total System		\$ 161,744.00
6	Future P25 Conventional Upgrade (digital) Equipment		\$ 23,850.00
7	Future P25 Conventional Upgrade Installation		\$ 4,500.00
	Total P25 System Upgrade		\$ 28,350.00

Note 1: The proposal does not include combiners, antennas, feedlines, site work.

Moducom	RACOM/TAIT product quote
	Tinley Park, IL

3/23/2021

Qty	Item Code	Description
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**Simulcast Site 1**

1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly
1	T01-01103-DAAA	TB9400 Reciter 148-174MHz
1	T01-01121-DBBA	TB94 Linear PA 148-174MHz 100Watts
1	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
1	219-01561-00	Cable cord 2m USA/CAD IEC black
1	TBAS061	Central Voter
1	TBAS062	Simulcast Enable
1	TBAS060	Digital Fixed Station Interface (DFSI)
1	FREQ-REF-KIT-ACDC	Frequency Reference Kit - SecureSync Freq. Ref, GPS 8230 Antenna , Antenna Kit

**Simulcast Site 2**

1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly
1	T01-01103-DAAA	TB9400 Reciter 148-174MHz
1	T01-01121-DBBA	TB94 Linear PA 148-174MHz 100Watts
1	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
1	219-01561-00	Cable cord 2m USA/CAD IEC black
1	TBAS061	Central Voter
1	TBAS062	Simulcast Enable
1	TBAS060	Digital Fixed Station Interface (DFSI)
1	FREQ-REF-KIT-ACDC	Frequency Reference Kit - SecureSync Freq. Ref, GPS 8230 Antenna , Antenna Kit

**Simulcast Site 3**

1	TB9435S-100T	TB9400 Single 100Watts Chassis Assembly
1	T01-01103-DAAA	TB9400 Reciter 148-174MHz
1	T01-01121-DBBA	TB94 Linear PA 148-174MHz 100Watts
1	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
1	219-01561-00	Cable cord 2m USA/CAD IEC black
1	TBAS071	IP Networking Satellite
1	TBAS062	Simulcast Enable
1	FREQ-REF-KIT-ACDC	Frequency Reference Kit - SecureSync Freq. Ref, GPS 8230 Antenna , Antenna Kit

**Receiver Sites 1-9**

9	TB9444-RX1T	TB9400 Single Receiver x1 Capable Chassis Assembly
9	T01-01104-DAAA	TB94 RxOnly 148-174MHz
9	TBA30A1-1100	TB9000 Power Management Unit AC with Aux12volts
9	219-01561-00	Cable cord 2m USA/CAD IEC black
9	TBAS071-R0	IP Networking Satellite - RxOnly

Optional P25 Conventional Upgrade - Software / Services		
3	TBAS050	P25 Common Air Interface (CAI) - required for Simulcast Sites
3	Daily Service	Upgrade Services / Site Upgrade and Testing

**ON-SITE COMMUNICATIONS USA, Inc.**

8008 W. 171<sup>st</sup> Street  
 Tinley Park, IL 60477  
 Phone: (708) 429-0234 . Fax: (708) 429-9566

**QUOTATION**

February 25, 2021

**Customer Information:**

Village of Tinley Park . 16250 S. Oak Park Avenue . Tinley Park, IL 60177  
 Attention: Max Machuta . Phone: 708-444-5500 . Fax: 708-444-5299  
 mmachuta@aol.com

Quantity	Description	Unit Price	Total Price
<b>SIMOCO Transmit Sites</b>			
1	SB2025NT P25 VHF Repeater with Integral Network Interface & Traffic Manager- 100 Watt 12.5/25 kHz channel spacing - 13.8 DCV	\$ 23,476.63	\$ 23,476.63
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9	Connector Kit	\$ 36.40	\$ 329.40
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**Services**

1	Web Training Seminar (2 Hours)	\$ 3,500.00	\$ 3,500.00
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**Total \$ 246,643.73**

**Notes:**

***Quote good for 90 Days!***

***Also moving forward Simoco engineering would need the following before equipment can be purchased:***

- 1. TX & RX locations with Long/Lat details***
- 2. All Tower Heights***
- 3. Current Antenna Model Per Site***
- 4. Type / Model of Cable at Each Site***
- 5. Manufacturer / Model Per Site for Backhaul***

***Options Also for Tech Support T&M or Service Contract to be Determined.***

***This quote is only for equipment only and does not include installation or any labor. Freight is not included in this quote.***

**Richard T. Maloney**, Sales & Service Representative  
[richmaloney@onsite2way.com](mailto:richmaloney@onsite2way.com)  
Mobile 708.259.2958

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION**

**NO. 2021-R-026**

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**A RESOLUTION APPROVING A PURCHASE FOR POLICE DEPARTMENT RADIO  
UPGRADE - NINE (9) RECEIVER SITES**

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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. 2021-R-026****A RESOLUTION APPROVING A PURCHASE ORDER FOR POLICE DEPARTMENT RADIO UPGRADE - NINE (9) RECEIVER SITES**

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered approving a purchase with Modular Communications Systems, a true and correct copy of such purchase being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 13<sup>th</sup> day of April 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April, 2021, by the President of the Village of Tinley Park.

---

Village President

ATTEST:

---

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. 2021-R-026, “**A RESOLUTION APPROVING A PURCHASE ORDER FOR POLICE DEPARTMENT RADIO UPGRADE - NINE (9) RECEIVER SITES,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



# Interoffice Memo

**Date:** April 6, 2021  
**To:** David Niemeyer – Village Manager  
**From:** John Urbanski – Public Works Director  
**Subject:** Vehicle Leasing & Replacement Program with Enterprise Fleet Management, Inc.

Presented for the Committee of the Whole/Village Board Meeting consideration and possible action:

Description: The Village owns and maintains 347 vehicles and equipment. Public Works has annually presented maintenance and replacement recommendations for the fleet that assist staff as we carry out the Village's mission. Therefore, the primary goals as vehicles and equipment are reviewed are that the vehicles are safe, reliable, and provide functionality at an economical cost.

Three options are typically used in the industry when determining a vehicle's replacement point:

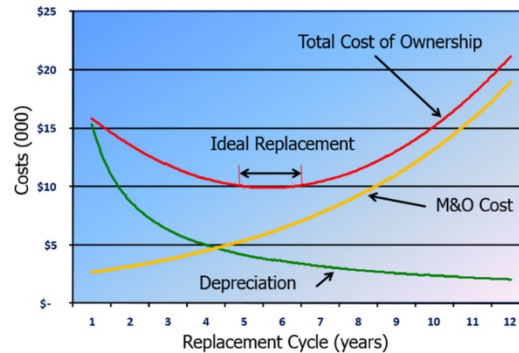
1. Our current methodology utilizes a weighted scoring system and replacement is determined based on established intervals of age, mileage, repair history and aesthetics. This method has been implemented with replacement scoring based on the Village Board defined service levels, but it has been questioned if it is the most economical, because it does not consider variability among vehicles.
2. Replacement is made when repairing exceeds the value of the vehicle. This method is often referred to as the "drive it till it dies" approach, which typically occurs when a major component fails, such as a transmission or engine. Major components tend to start failing on vehicles in the 150,000 to 200,000 miles range.
3. Replacement is based on lifecycle costing analysis. This method considers the point in the vehicle or equipment's life when the sum of all ownership and operating costs reaches a minimum. Typical parameters included in these analyses are depreciation, cost of money, insurance, fuel, and maintenance and repairs.

Among the three methods, it is staffs' recommendation to approach the lifecycle costing method as an additional program that can offer another savings towards overall economic cost. Typical parameters included in lifecycle costing include:

- Depreciation
- Cost of Money
- Insurance
- Fuel
- Maintenance and Repairs
- Obsolescence Cost
- Downtime Costs
- Market Conditions

As presented by Enterprise Fleet Management and coordinated with staff, a "pilot program" has been created for this fiscal year by utilizing the Fleet Department's previously scored list of eight (8) recommended replacement light & medium duty, non-pursuit vehicles. The foundation of these initial vehicles along with Enterprise's recommendations, we can look to achieve a proof of concept that ideally, a vehicle or piece of equipment should be replaced around the time the rise in annual

operating costs begin to outweigh the decline in annual capital costs, ultimately reducing overall fleet management costs to the Village as seen in the graphic below:



As seen, it is ideal for a vehicle to be replaced around the time the rise in annual operating costs begin to outweigh the decline in annual capital costs (when the two cost curves intersect and the total cost of ownership begins to increase).

Staff has reached out to a few other communities that have utilized the program, majority with positive results. For the past 6 months, staff has met many times to discuss the pros and cons of this program and have determined that the introduction of our pilot program will offer the proof of concept that a leasing and purchasing option will show the lowest life cycle costs, greatest benefit and most fleet flexibility when comparing leasing vs. buying.

Generally, it is recommended for lease terms to span two (2) to five (5) years. Emergency or pursuit type vehicles will span three (3) to five (5) years, while heavy equipment will span five (5) years with a renewable five (5) year term. The Village would annually determine the number of vehicles acquired through lease and will be included as part of the annual budget approval.

With the newly proposed shorter lifecycle, the majority of the vehicle will remain under warranty. This allows the Village to avoid costly repairs and utilize local dealerships for repair work. The shorter "cycle" will allow the Village to reduce maintenance and repair costs and yield a higher return when vehicles are sold by Enterprise under this program.

In regards to purchasing concerns, the Interlocal Purchasing System (TIPS) as well as Sourcewell, following competitive proposal processes, awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management, Inc. TIPS and Sourcewell followed the same process that the Village would follow for the public procurement, including: publicly advertising the bid, analyzing the responses from the proposers (Enterprise and Acme Leasing), and entering into a contract with the awarded vendor.

#### Staff Direction Request:

1. Approve vehicle leasing contract with Enterprise Fleet Management, Inc. for leasing of vehicles as recommended in the FY22 program.
2. Direct Staff as necessary.

#### Attachment:

1. VoTP 2022 Approved Fleet Replacement Spreadsheet



Year	Make	Model	Department	Vehicle ID	Years in Service	Miles	Estimated Annual Mileage	Estimated Equity	Category	2021 Replacement Vehicle	Term in Months	Estimated Equipment Capped into Lease	Monthly Interest (Used 3.8%)	Monthly Management Fee (0.10% of Vehicle Cost)	Total Monthly Payment	Annual Payment	RBV At Lease End	Projected Resale	Projected Equity
2010	Ford	Crown Vic	EMA	677	11	71,184	6,471	\$1,000	1/2 Ton Pickup Quad 4x4	2022 Chevrolet 1500 Double Cab WT	60	\$5,000	\$72	\$36	\$552	\$6,624	\$8,888	\$17,000	\$8,112
2006	Ford	Explorer	Public Works	719	15	91,701	6,113	\$3,500	1/2 Ton Pickup Ext 4x4	2022 Chevy Silverado 1500 Crew Cab 4x4	24	\$2,000	\$116	\$42	\$686	\$8,232	\$29,568	\$37,500	\$7,932
2009	Ford	E-350 Super Duty	Public Works	83W	12	52,333	4,361	\$5,175	1 Ton Van Cargo	2021 Transit T350	60	\$5,000	\$72	\$36	\$552	\$6,624	\$8,888	\$17,000	\$8,112
2007	Ford	F-150	Public Works	21S	14	87,308	6,236	\$3,363	1/2 Ton Pickup Quad 4x4	2022 Chevrolet 1500 Double Cab WT	12	\$1,500	\$86	\$29	\$472	\$5,664	\$24,318	\$28,500	\$4,182
2006	Ford	Explorer	Public Works	63E	15	63,613	4,241	\$2,650	1/2 Ton Pickup Quad 4x4	2022 Chevrolet 1500 Double Cab WT	12	\$1,500	\$86	\$29	\$472	\$5,664	\$24,318	\$28,500	\$4,182
2011	Ford	F-250	Public Works	2W	10	82,210	8,221	\$8,050	3/4 Ton Pickup Ext 4x4	2022 Chevrolet 2500 Double Cab WT	36	\$5,000	\$92	\$37	\$589	\$7,068	\$20,229	\$23,500	\$3,271
2014	Ford	Taurus	Police	5-M	7	93,431	13,347	\$5,950	Compact SUV 4x4	2021 Ford Escape S AWD	60	\$5,000	\$60	\$29	\$456	\$5,472	\$7,333	\$9,000	\$1,667
2014	Ford	Taurus	Police	2-D	7	88,526	12,647	\$5,950	Compact SUV 4x4	2021 Ford Escape S AWD	60	\$5,000	\$60	\$29	\$456	\$5,472	\$7,333	\$9,000	\$1,667
																\$4,235	\$50,820		\$39,125

**Form P — PROPOSER QUESTIONNAIRE cont.****Pricing Grid - U.S.**

	Type	Charged / Percentage	Details
<b>Acquisition</b>			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability
<b>% Incentives Passed to Customer</b>			
Federal Tax Incentives		100%	of end user eligible incentives are passed to the member
State Tax Incentives		100%	of end user eligible incentives are passed to the member
Manufacture Incentives		100%	of end user eligible incentives are passed to the member
<b>Maintenance</b>			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance		\$6 per month	card fee per vehicle plus cost of service and parts
<b>Fees</b>			
Management Fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0	Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.
			Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.
Interim Interest	Yes / No		How is it calculated?
	NO		
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 EAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:		\$2 per month	per card
Physical Damage:		\$1000 deductible,	average quoted \$40 per month per vehicle but is based on underwriting and approval
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle	per month
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:		\$26 per month	for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)
Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee

Sourcewell

Page 2 of 2

**Form P — PROPOSER QUESTIONNAIRE cont.****Pricing Grid - U.S.**

	Type	Charged / Percentage	Details
<b>Acquisition</b>			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(addor)		+ 350 Basis Points	
Factory Order Vehicles	Domestic	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)	
Factory Order Vehicles	foreign	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesy delivery fee (variable \$150-\$450 depending on location)	
Dealer Stock Vehicles	Domestic	Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability	
Dealer Stock Vehicles	Foreign	Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability	
<b>% Incentives Passed to Customer</b>			
Federal Tax Incentives		100% of end user eligible incentives are passed to the member	
State Tax Incentives		100% of end user eligible incentives are passed to the member	
Manufacture Incentives		100% of end user eligible incentives are passed to the member	
<b>Maintenance</b>			
Fixed Maintenance		Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.	
Occurance Maintenance		\$6 per month card fee per vehicle plus cost of service and parts	
<b>Fees</b>			
Management fee		0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	
Service Charge		\$400	
Lease Termination Fee		\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process.	
		Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.	
	Yes / No	How is it calculated?	
Interim Interest		NO	
Resale Fee		For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	
Provide fees not listed + rate			
Fuel Program:		\$2 per month per card	
Physical Damage:		\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval	
Accident Management:		\$100 per occurrence	
Maintenance Management:		\$6 per vehicle per month	
Full Maintenance:		Pricing based on vehicle type and anticipated miles driven over term	
GeoTab Telematics:		\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)	
Registration Fees:		All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee	



# FLEET MANAGEMENT



# MUNICIPAL PARTNERSHIPS IN ILLINOIS



FLEET MANAGEMENT



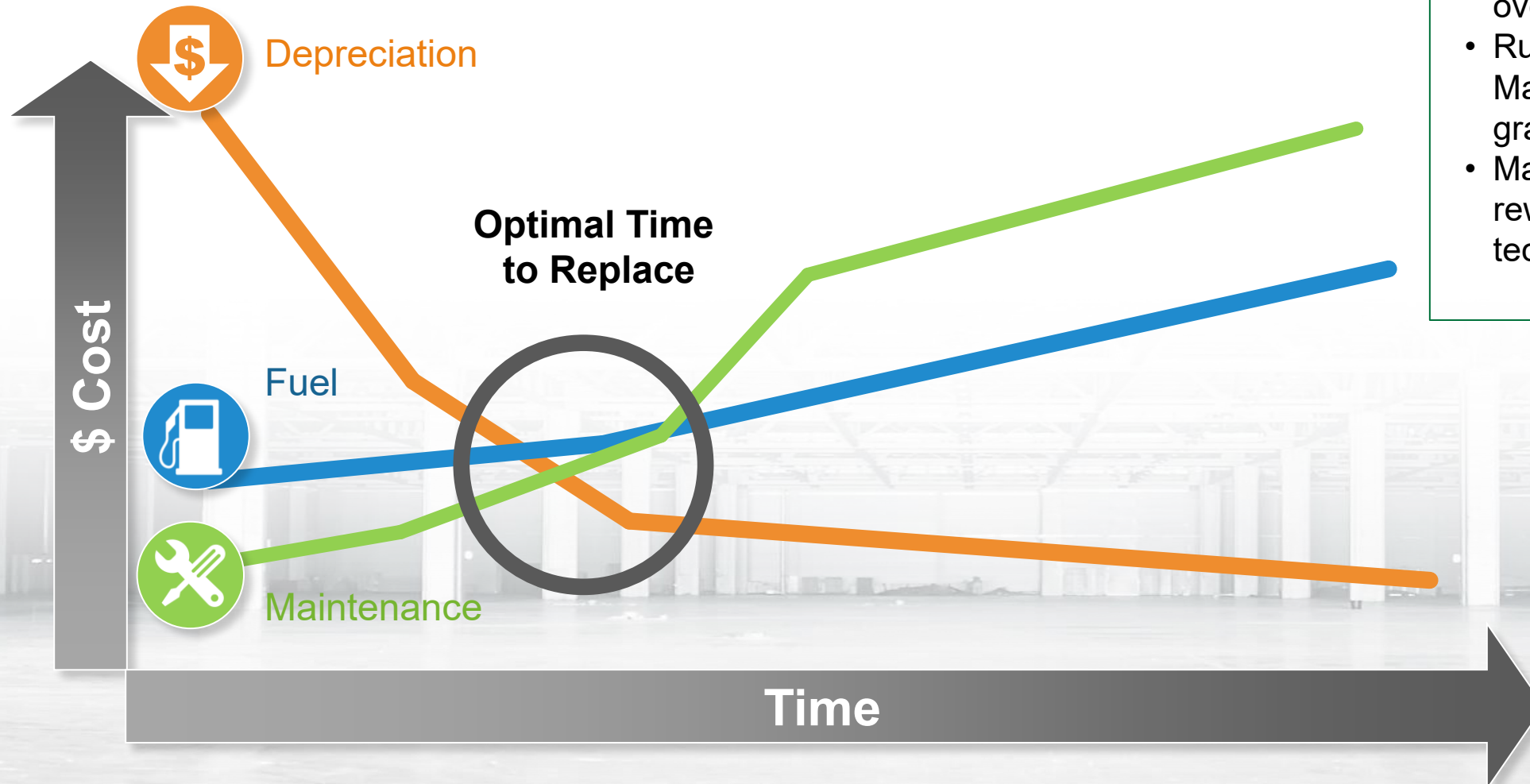
# COMPETITIVE BID AWARDS



Tinley Park is a member of Sourcewell



# EFFECTIVE VEHICLE LIFECYCLE



## Key Observations

- Depreciation/year declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

# KEY OBJECTIVES

## ✓ **Cash flow management**

- Utilize open-ended equity leases to pay for what you use
- Flexibility for different vehicle needs and holding periods

## ✓ **Replacement Plan**

- Capitalize on equity in fleet by replacing at the optimal time
- Reduces operating costs – newer vehicles have lower maintenance expense and increased fuel efficiency

## ✓ **Maintain a manageable vehicle budget**

- Vehicles are frequently the first place agencies cutback
- Cutting back savings in acquisition but ultimately cost more operationally and sacrifices safety and reliability

## ✓ **Decrease administrative burden**

- Dedicated local account team
- Infrastructure in place for buying, selling, maintaining, and admin work

# UNDERSTANDING THE EQUITY LEASE



FLEET MANAGEMENT

## Factors:

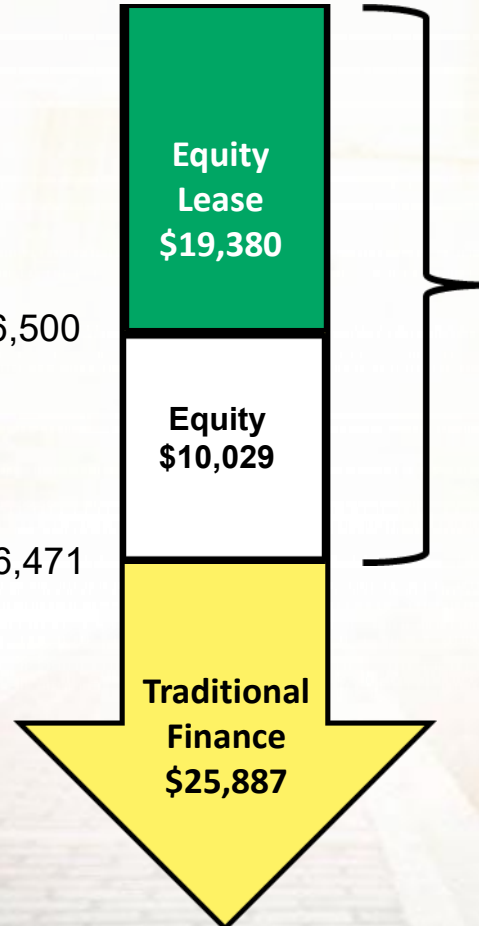
- No Mileage Restrictions
- No Excessive Wear & Tear
- Down Payment Flexibility
- Flexible Monthly Terms
- Lessee Keeps Vehicle Equity at Term

Delivered Price - \$25,887

Estimated Resale - \$16,500

Unpaid Principal - \$6,471

What is the cost for Tinley Park to work with Enterprise?



60 months \* 1.25% Monthly  
Depreciation = 75% of Delivered Price  
(\$323/month in Principle)

\* Increasing the Monthly  
Depreciation % lowers the Reduce  
Book Value mirroring a finance

\$0 Loan Balance (\$431/month in Principle)

EHI

EFM

VEHICLE EXPENSES

Depreciation

Remarketing

Market Trends

EFM Advantage

OPERATING EXPENSES

TOOLS &amp; TECHNOLOGY

INDUSTRY



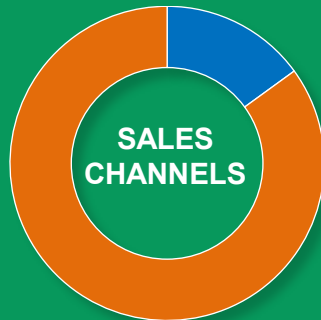
**700** DEDICATED  
REMARKETING EMPLOYEES



**150** REMARKETING  
LOTS IN NORTH AMERICA

IN 2017, ENTERPRISE  
**SOLD OVER**  
**1,100,000**  
VEHICLES.

COMMERCIAL SALES  
EXCEEDED AT AN  
AVERAGE OF  
**110.4%**  
of  
**BLACK BOOK (CVI).**



■ AUCTION **15%**  
■ DIRECT TO  
DEALER **85%**

**19,000+**  
UNIQUE BUYERS



EHI

EFM

VEHICLE EXPENSES

OPERATING EXPENSES

Fuel

CAFE Data

Gas Prices

Vehicle MPG Change

Maintenance

TOOLS &amp; TECHNOLOGY

INDUSTRY

Improved  
EngineImproved  
PerformanceHigher  
MPG

F150 Regular Cab Long bed	Engine	Output HP/ Torque	Combined MPG
2018	2.7L Eco boost V6	325HP/375	22
2012	3.7L V6	302HP/278	18
2007	4.6L V8	248HP/294	15
2002	4.2L V6	202HP/252	16
1997	5.4L V8	235HP/310	14

2020 Ford F150 Pickup  
4WD XL/XLT

3.0 L, 6 cyl, Automatic (S10), Turbo

**Diesel Vehicle**

**24** MPG  
combined city/highway  
4.2 gal/100mi

**Diesel**

624 miles  
Total Range

2012 Ford F150 Pickup  
4WD FFV

5.0 L, 8 cyl, Automatic (S6)  
MSRP: \$28,140 - \$52,305

**E85 Flexible-Fuel Vehicle**  
Gasoline-Ethanol (E85)

**16** MPG  
combined city/highway  
6.2 gal/100mi

**Regular Gasoline**

416 - 576 miles  
Total Range

Improved  
**57%**  
in 20 years

# Vehicle Safety- STANDARD OPTIONS

## 2007

- Front/Side crash test
- Anti-lock brakes
- Airbags

*\*51.9% of vehicles in current fleet are pre-2007 (14/27)*

## 2012

- **Electronic Stability Control**
- Lane Departure Warning
- Rear Video

*\*74.1% of vehicles in current fleet are pre-2012 (20/27)*

## 2018

- Forward Collision Warning
- Blind Spot Warning
- Offset-crash test
- Rear Video

*\*92.6% of vehicles in current fleet are pre-2017 (25/27)*



**5-Star Safety Ratings**

More Stars. Safer Cars.

# Village of Tinley Park - Fleet Profile

VILLAGE OF TINLEY...

Fleet Profile

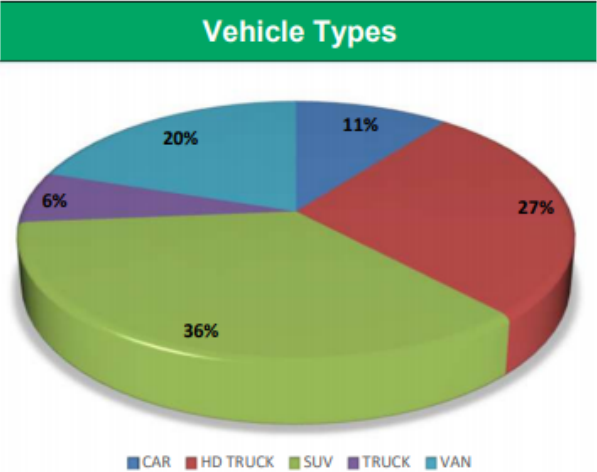
Fleet Replacement Schedule

Replacement Criteria

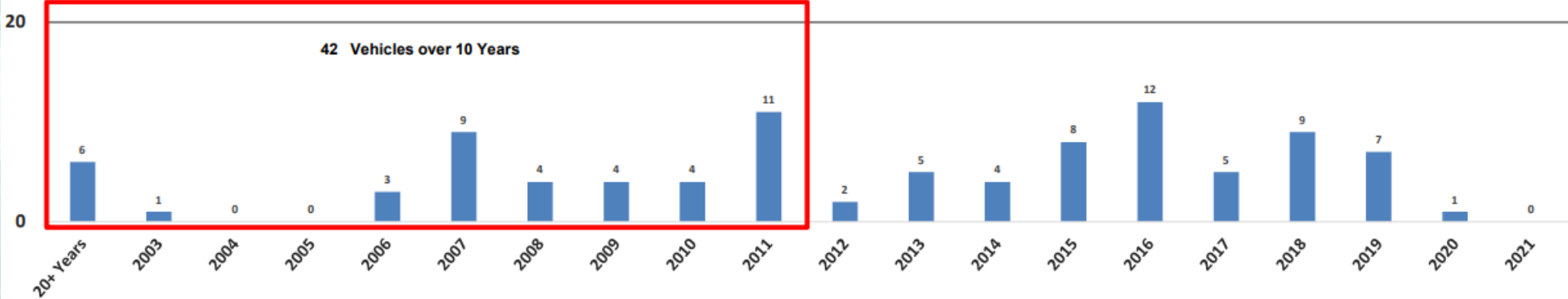
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage
Full-size Sedan	10	7.8	7,800
Minivan-Cargo	3	3.0	12,100
Minivan-Passenger	5	7.6	7,500
1/2 Ton Van Cargo	2	22.8	2,500
3/4 Ton Van Cargo	1	1.9	1,300
1 Ton Van Cargo	8	16.8	3,900
Mid Size SUV 4x4	27	6.5	7,000
Full Size SUV 4x4	7	14.1	5,200
1/2 Ton Pickup Ext 4x2	4	3.8	5,500
1/2 Ton Pickup Quad 4x2	2	8.5	5,400
3/4 Ton Pickup Reg 4x2	2	19.2	2,600
3/4 Ton Pickup Ext 4x2	2	7.5	8,400
3/4 Ton Pickup Ext 4x4	8	7.3	3,700
3/4 Ton Pickup Quad 4x4	1	1.9	1,500
1 Ton Pickup Reg 4x4	3	12.4	5,300
1 Ton Pickup Ext 4x4	5	9.5	5,100
1 Ton Pickup Quad 4x4	4	7.5	5,000
1 Ton Cab Chassis	1	15.2	1,800
Totals/Averages	95	9.0	5,900

2021	2022	2023	2024	2025	Under-Utilized
1	2	4	3	0	0
0	0	0	0	3	0
0	1	2	2	0	0
2	0	0	0	0	0
0	0	0	0	1	0
5	1	1	1	0	0
3	3	5	9	7	0
2	3	2	0	0	0
0	0	1	0	3	0
1	0	0	0	1	0
2	0	0	0	0	0
1	0	0	1	0	0
0	3	0	3	2	0
0	0	0	0	1	0
1	1	1	0	0	0
0	3	2	0	0	0
0	2	1	0	1	0
1	0	0	0	0	0
19	19	19	19	19	0

- \* Fiscal Year 2021 = 10 years old and older, or odometer over 100,000
- \* Fiscal Year 2022 = 8 years old and older, or odometer over 80,000
- \* Fiscal Year 2023 = 6 years old and older, or odometer over 60,000
- \* Fiscal Year 2024 = 4 years old and older, or odometer over 40,000
- \* Fiscal Year 2025 = Remaining Vehicles
- \* Underutilized = Annual Mileage less than



Model Year Analysis

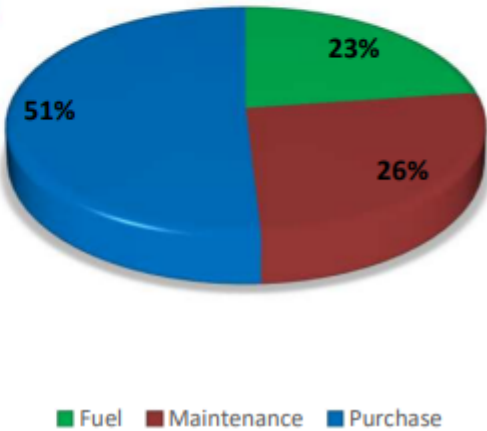


# Village of Tinley Park - Fleet Planning Analysis

Current Fleet	95	Fleet Growth	0.00%	Proposed Fleet	95
Current Cycle	11.88	Annual Miles	5,900	Proposed Cycle	2.83
Current Maint.	\$105.00			Proposed Maint.	\$33.72
Maint. Cents Per Mile	\$0.21	Current MPG	10	Price/Gallon	\$1.85

## Fleet Costs Analysis

Fleet Mix			Fleet Cost								Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	95	8.0	95	0	231,870	0			119,700	103,693	455,263	0
'21	95	19	76	19	20,000	113,325	-64,975	-28,025	103,449	98,316	242,090	213,173
'22	95	23	57	38	0	253,563	-122,468	-70,062	87,198	92,939	241,170	214,093
'23	95	29	38	57	0	379,096	-160,330	-177,184	70,946	87,563	200,090	255,172
'24	95	43	19	76	0	499,205	-204,671	-291,213	54,695	82,186	140,202	315,061
'25	95	56	0	95	0	556,455	-272,618	-404,475	38,444	76,809	-5,384	460,647
'26	95	52	0	95	0	556,455		-374,098	38,444	76,809	297,610	157,652
'27	95	51	0	95	0	556,455		-449,760	38,444	76,809	221,948	233,314
'28	95	58	0	95	0	556,455		-347,160	38,444	76,809	324,549	130,714
'29	95	48	0	95	0	556,455		-370,266	38,444	76,809	301,442	153,820
'30	95	51	0	95	0	556,455		-503,156	38,444	76,809	168,552	286,710
10 Year Savings											\$2,420,356	
Avg. Sustainable Savings												\$192,442



## Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	19	19	19	19	19	0
Est \$	\$3,420	\$6,446	\$8,438	\$10,772	\$14,348	\$0
TOTAL	\$64,975	\$122,468	\$160,330	\$204,671	\$272,618	\$0
Estimated Current Fleet Equity**					\$825,061	

\* Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

## KEY OBJECTIVES

- Lower average age of the fleet**  
44% of the current light and medium duty fleet is over 10 years old  
Resale of the aging fleet is significantly reduced
- Reduce operating costs**  
Newer vehicles have a significantly lower maintenance expense  
Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**  
Challenged by inconsistent yearly budgets  
Currently vehicle budget is underfunded



### AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and \_\_\_\_\_ (hereinafter referred to as "CUSTOMER"), on the other hand on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

#### RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

#### TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$<sup>400</sup>\_\_\_\_\_ or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

"CUSTOMER"

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

#### Schedule 1

Enterprise Leasing Company of STL, LLC  
 Enterprise Leasing Company of Georgia, LLC  
 Enterprise Leasing Company of Florida, LLC  
 Enterprise Leasing Company of KS LLC  
 EAN Holdings, LLC  
 Enterprise Leasing Company of Orlando, LLC  
 Enterprise Leasing Company of Indianapolis, LLC  
 Enterprise Rent-A-Car Company of Boston, LLC  
 Enterprise Leasing Company of Denver, LLC  
 Enterprise Leasing Company of Chicago, LLC  
 Enterprise RAC Company of Maryland, LLC  
 Enterprise Leasing Company of Philadelphia, LLC  
 Enterprise RAC Company of Baltimore, LLC  
 Enterprise Leasing Company of Minnesota, LLC  
 Enterprise Leasing Company of Detroit, LLC  
 Enterprise Leasing Co of Norfolk/ Richmond, LLC  
 Enterprise Rent-A-Car Co of San Francisco, LLC  
 ELRAC, LLC  
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
 Enterprise Rent-A-Car Company of Los Angeles, LLC  
 Enterprise RAC Company of Cincinnati, LLC  
 CLERAC, LLC  
 Enterprise Rent-A-Car Company of Pittsburgh, LLC  
 Enterprise Rent-A-Car Company of Wisconsin, LLC  
 Enterprise Rent-A-Car Company of UT, LLC  
 CAMRAC, LLC  
 Enterprise Rent-A-Car Company of Rhode Island, LLC  
 Enterprise Leasing Company of Phoenix, LLC  
 Enterprise Leasing Company- Southeast, LLC  
 Enterprise Leasing Company- West, LLC  
 Enterprise Leasing Company- South Central, LLC  
 PENRAC, LLC  
 Enterprise Rent-A-Car Company of KY, LLC  
 Enterprise Rent-A-Car Company - Midwest, LLC  
 Enterprise RAC Company of Montana/Wyoming, LLC



### CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and \_\_\_\_\_ (hereinafter referred to as "CUSTOMER") on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Execution Date").

### RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of \_\_\_\_\_.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

### TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

"CUSTOMER"

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



## GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name \_\_\_\_\_ Credit Applicant \_\_\_\_\_ Year Business Started \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 E-mail \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: \_\_\_\_\_  
 Type of Business \_\_\_\_\_ Duns Number \_\_\_\_\_  
 Parent Company or Affiliates(Name & Address): \_\_\_\_\_

## PRIMARY CONTACT INFORMATION

Name \_\_\_\_\_ E-mail \_\_\_\_\_ Phone # \_\_\_\_\_  
 Fleet Manager Address \_\_\_\_\_

## FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No  
 Accountant Name \_\_\_\_\_ Email Address \_\_\_\_\_ Phone # \_\_\_\_\_

## ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal  
 Published Annual Reports ☐ Yes ☐ No  
 Income Tax Returns (3 years) ☐ Yes ☐ No  
 Other Items Included: \_\_\_\_\_  
 Federal ID Number: \_\_\_\_\_  
 Fiscal Year End (Month): \_\_\_\_\_

## CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles

Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

## INSURANCE

Company \_\_\_\_\_ Agent \_\_\_\_\_ Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

## ACH AUTHORIZATION AGREEMENT

## LESSEE INFORMATION

Company Name \_\_\_\_\_ FEIN \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Email Address \_\_\_\_\_

## BANK INFORMATION

Bank Name \_\_\_\_\_ Checking Account Only \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Bank Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 ABA / Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**\*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\***

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

## STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

## AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM. (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract), because all or part of Credit Applicant's income derives from any public assistance program, or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.



### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### **11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification. (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: **1200 Jorie Blvd Suite 300**

**Oak Brook, IL 60523**

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

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION**

**NO. 2021-R-027**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND ENTERPRISE FLEET MANAGEMENT, INC. FOR VEHICLE LEASING &  
REPLACEMENT 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**

**RESOLUTION NO. 2021-R-027****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ENTERPRISE FLEET MANAGEMENT, INC. FOR VEHICLE LEASING & REPLACEMENT 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 authorizing a Professional Services Agreement, 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 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 "agreement" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

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

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

**ADOPTED** this 13<sup>th</sup> day of April, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April, 2021, 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-027, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ENTERPRISE FLEET MANAGEMENT, INC. FOR VEHICLE LEASING & REPLACEMENT PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**Interoffice****Memo**

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**Date:** April 1, 2021

**To:** David Niemeyer – Village Manager  
John Urbanski – Public Works Director

**From:** Colby Zemaitis, PE, CFM – Village Engineer

**Subject:** Concrete Flatwork and Curb Repair Program – Contract Extension (Final)

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Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: The Village utilized the sidewalk and curb repair services of J&J Newell Concrete Contractors the last two (2) years for maintaining and constructing sidewalks and curb repairs on our Village-owned properties. Their services totaled over 11,500 square feet of new sidewalk throughout the Village each year.

Background: The service contract was advertised and bid in 2019 in accordance with State bidding laws and provided the Village the potential of extending the contract for two (2) additional years at an overall percent increase identified by the Contractor should their services be found acceptable by the Village. The previous two (2) year's services by J&J Newell were found to be acceptable and their previous services for the Village have found them to be a credible, trustworthy Contractor.

Bids were opened for the 2019 Concrete Flatwork and Curb Repair Program on June 4, 2019. J&J Newell was the low bidder in the amount of \$197,647.50 with a 2.5% annual increase. This is the final year of renewal for this Contract.

Budget/Finance: Funding requested to be budgeted for FY22 was \$190,000 under the Public Works General Fund for Sidewalk Repairs/Replacement/Additional.

Staff Direction Request:

1. Approve Contract Extension with J&J Newell Concrete Contractors, Inc. for the Concrete Flatwork and Curb Repair in the amount of \$202,588.69 or in amount approved in FY22 Budget and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. 2019 Bid Tab



**2019 Concrete Flatwork and Curb Program  
Bid Tab**

**Date: 6/4/19**

**Updatde: 1/20/21**

**2021 Prices**

J&J Newell Concrete Contractors, Inc.  
14500 Alice Ave Burnham, IL 60633

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Sidewalk Removal - Special	Sq Ft	4,500	\$1.52	\$6,851.25	\$1.45	\$6,525.00
2	Driveway Pavement Removal	Sq Yd	350	\$13.39	\$4,685.63	\$12.75	\$4,462.50
3	Portland Cement Concrete Sidewalk, 5" - Special	Sq Ft	4,000	\$8.66	\$34,650.00	\$8.25	\$33,000.00
4	Portland Cement Concrete Sidewalk, 7" - Special	Sq Ft	500	\$9.19	\$4,593.75	\$8.75	\$4,375.00
5	Aggregate Base Course, Type B, 4"	Sq Yd	500	\$3.78	\$1,890.00	\$3.60	\$1,800.00
6	Detectable Warning Plate - Special	Sq Ft	500	\$21.00	\$10,500.00	\$20.00	\$10,000.00
7	Earth Excavation - Special	Cu Yd	500	\$52.50	\$26,250.00	\$50.00	\$25,000.00
8	Combination Curb and Gutter Removal and Replacement - Special	Lin Ft	700	\$39.80	\$27,856.50	\$37.90	\$26,530.00
9	Portland Cement Concrete Driveway Pavement, 7" - Special	Sq Yd	200	\$64.73	\$12,946.50	\$61.65	\$12,330.00
10	PCC Patching, 10"	Sq Yd	200	\$210.00	\$42,000.00	\$200.00	\$40,000.00
11	Hot-Mix Asphalt Driveway Pavement, 6" - Special	Sq Yd	150	\$89.25	\$13,387.50	\$85.00	\$12,750.00
12	Manholes to be Adjusted	Each	25	\$404.25	\$10,106.25	\$385.00	\$9,625.00
13	Valve Boxes to be Adjusted	Each	25	\$52.50	\$1,312.50	\$50.00	\$1,250.00
14	Topsoil Furnish and Place, 4" - Special	Sq Yd	500	\$8.40	\$4,200.00	\$8.00	\$4,000.00
15	Sodding, Special	Sq Yd	500	\$10.50	\$5,250.00	\$10.00	\$5,000.00
16	Perimeter Erosion Barrier	Lin Ft	200	\$5.25	\$1,050.00	\$5.00	\$1,000.00
				<b>Total</b>	<b>\$207,529.88</b>	<b>Total</b>	<b>\$197,647.50</b>
						<b>As-Read Total</b>	<b>\$197,647.50</b>

**2021 Contract Total: \$207,529.88**

**\* Contract amount based on funds provided in approved FY2020-2021 Budget**

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-028**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND J&J NEWELL CONCRETE CONTRACTORS, INC. FOR THE FLATWORK AND CURB  
REPAIR 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. 2021-R-028****A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL CONCRETE CONTRACTORS, INC. FOR THE FLATWORK AND CURB REPAIR PROGRAM**

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

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

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

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

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

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

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

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

**ADOPTED** this 13<sup>th</sup> day of April 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 13<sup>th</sup> day of April, 2021, 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. 2021-R-028, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL CONCRETE CONTRACTORS, INC. FOR THE FLATWORK AND CURB REPAIR PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

# **STAFF COMMENT**

# **BOARD COMMENT**

# **PUBLIC COMMENT**

# **EXECUTIVE SESSION**

**ADJOURNMENT**