

NOTICE OF THE REGULAR VILLAGE BOARD MEETING

The regular meeting of the Village Board is scheduled for
Tuesday, May 18, 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.

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 or place requests in the Drop Box at the Village Hall by noon on May 18, 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. 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. 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, May 18, 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 SPECIAL CEREMONIAL VILLAGE BOARD MEETING HELD ON MAY 3, 2021, AND THE REGULAR VILLAGE BOARD MEETING HELD ON MAY 4, 2021.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER PROCLAIMING JUNE 4, 2021, AS "NATIONAL GUN VIOLENCE AWARENESS DAY" IN THE VILLAGE OF TINLEY PARK. – Clerk Thirion

ACTION: Discussion: **Consider proclaiming June 4, 2021, as "National Gun Violence Awareness Day" in the Village of Tinley Park.**

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-038 COMMEMORATING THE TWENTIETH ANNIVERSARY OF THE SISTER CITY PARTNERSHIP BETWEEN THE VILLAGE OF TINLEY PARK AND THE TOWN OF MALLOW, IRELAND - **President Glotz**

ACTION: Discussion: The Sister Cities partnership between the Town of Mallow, Ireland, and the Village of Tinley Park was established in 2001 for the express purpose of economic development, visits by Governmental Officials, historical, cultural and educational exchanges. This Resolution celebrates the twentieth anniversary of this friendship between the two communities. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #5

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

ACTION: Discussion: The following Businesses will be presented:

- Station Pub and Eatery, 6657 South Street
- Herman’s Auto Center, 7250 Duvan Drive

No specific action required.

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER THE FOLLOWING VILLAGE BOARD COMMITTEE ASSIGNMENTS - **President Glotz**

ACTION: Discussion: Consider concurring with the recommendation of President Glotz and appoint the following Board Committee assignments:

FINANCE COMMITTEE
TRUSTEE COLLEEN M. SULLIVAN, CHAIR
Trustee Diane M. Galante
Trustee Michael G. Mueller

ADMINISTRATION & LEGAL COMMITTEE
TRUSTEE WILLIAM P. BRADY, CHAIR
Trustee William A. Brennan
Trustee Dennis P. Mahoney

PUBLIC SAFETY COMMITTEE
TRUSTEE WILLIAM A. BRENNAN, CHAIR
Trustee William P. Brady
Trustee Dennis P. Mahoney

PUBLIC WORKS COMMITTEE
TRUSTEE DENNIS P. MAHONEY, CHAIR
Trustee William P. Brady
Trustee William A. Brennan

MARKETING COMMITTEE
TRUSTEE DIANE M. GALANTE, CHAIR
Trustee Michael G. Mueller
Trustee Colleen M. Sullivan

COMMUNITY DEVELOPMENT COMMITTEE
TRUSTEE MICHAEL G. MUELLER, CHAIR
Trustee Diane M. Galante
Trustee Colleen M. Sullivan

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER THE APPOINTMENT OF TRUSTEE WILLIAM A. BRENNAN TO SERVE AS PRESIDENT PRO-TEM FOR THE 2022 FISCAL YEAR - **President Glotz**

ACTION: Discussion: **Consider concurring with the recommendation of President Glotz and appoint Trustee William A. Brennan to serve as President Pro-Tem for the 2022 Fiscal Year.**

COMMENTS:

ITEM #8

SUBJECT: CONSIDER APPOINTING THE FOLLOWING INDIVIDUALS TO THE ADVISORY COMMISSION ON LABOR AND DEVELOPMENT - **President Glotz**

ACTION: Discussion: The following Advisory Commission on Labor and Development appointments are being made for the 2022 Fiscal Year:

- Joe Sweeney, Chair
- Larry Nichols, Vice-Chair
- Dan Ahern
- Mike Uylaki
- Mike Lafferty
- Tom McGrath
- Frank DiGiovanni
- Mike Macellaio

Consider appointment of the above mentioned 2022 Fiscal Year Advisory Commission on Labor and Development members.

COMMENTS:

ITEM #9

SUBJECT: CONSIDER APPOINTING STEPHEN KLOTZ AS INTERIM FIRE SERVICES ADMINISTRATOR EFFECTIVE JUNE 2, 2021, UNTIL A PERMANENT FIRE SERVICES ADMINISTRATOR IS APPOINTED - **President Glotz**

ACTION: Discussion: Due to the upcoming retirement of Fire Services Administrator, Forest Reeder, on June 1, 2021, it is recommended that Stephen Klotz be appointed Interim Fire Services Administrator for the time period of June 2, 2021, until a permanent Fire Services Administrator is appointed. **Consider appointing Stephen Klotz as Interim Fire Services Administrator effective June 2, 2021, until a permanent Fire Services Administrator is appointed.**

COMMENTS:

ITEM #10

SUBJECT: CONSIDER APPOINTING LORI KOSMATKA TO THE POSITION OF ASSOCIATE PLANNER, EFFECTIVE MAY 18, 2021 - **President Glotz**

ACTION: Discussion: Human Resources conducted a search and received over 30 applications. Lori Kosmatka was identified as the best candidate for the position. Lori has performed a wide range of professional planning duties working in municipal government. Prior to working in municipal government, Lori worked in the private sector coordinating architectural development of hotel projects. She holds degrees as a Master of Urban Planning and Policy, and a Bachelors in Architectural Studies. **Consider appointing Lori Kosmatka to the position of Associate Planner.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER APPOINTING HEIDI TWOMEY TO THE POSITION OF ADMINISTRATIVE ASSISTANT-FIRE PREVENTION BUREAU, EFFECTIVE MAY 18, 2021 - **President Glotz**

ACTION: Discussion: Due to an upcoming retirement in the Fire Prevention Bureau, an internal candidate search was conducted. Heidi Twomey was identified as the best internal candidate for the position. Heidi joined the Village on November 28, 2005. She has supported the Clerk's Office and Finance Department for over 15 years, serving in a clerical and customer service focused position, in addition to managing multiple Village programs that directly impact the community. Her administrative, customer service, and program management qualifications make her a strong candidate for the position. **Consider appointing Heidi Twomey to the position of Administrative Assistant-Fire Prevention Bureau.**

COMMENTS:

ITEM #12

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER REQUEST FROM GOOD SHEPHERD MANOR, TO CONDUCT A RAFFLE THROUGH JUNE 28, 2021, AT THE ODYSSEY COUNTRY CLUB, 19110 RIDGELAND AVENUE, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$800. WINNERS WILL BE DRAWN AT THE ODYSSEY COUNTRY CLUB.
- B. CONSIDER REQUEST FROM HARALD VIKING LODGE #13 TO CONDUCT A QUEEN OF HEARTS RAFFLE BEGINNING MAY 19, 2021, WITH THE WINNER BEING DRAWN EACH TUESDAY AT AT THE VIKING LODGE, 6730 175TH STREET.
- C. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JULY 24, 2021, ON 176TH PL, BETWEEN 6841 AND 6933 FROM 12:00 P.M. TO 10:00 P.M.

- D. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JULY 31, 2021, ON CHERRY HILL AVENUE, BETWEEN 8400 AND 8500 FROM 3:00 P.M. TO 10:00 P.M.
- E. CONSIDER A REQUEST FROM ST. JUDE RUNNERS ASSOCIATION TO CONDUCT A TAG DAY FUNDRAISER ON SATURDAY, MAY 29 AND JUNE 26, 2020, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- F. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,373,722.59 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED MAY 7, AND MAY 14, 2021.

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

COMMENTS:

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-039 OPPOSING SB2298 AMENDING THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE ILLINOIS MUNICIPAL CODE - **Trustee Brady**

ACTION: Discussion: SB2298 amends and significantly modifies the Tax Increment Allocation Redevelopment Act (TIF Act) and will critically impair the ability to use TIF as an economic development tool in Tinley Park and across the State of Illinois. The most impactful modifications are in the determination of “blighted” and “conservation” areas that will make designating a TIF area difficult. The bill also reduces the allowable life of a TIF district from 23 years to 10 years, which decreases a municipality’s ability to have a realistic timeline to plan and execute the redevelopment plan. Both modifications to the TIF Act are detrimental to the use of TIF to restore viability in economically distressed areas in Illinois and Tinley Park in the future. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-033 SUPPORTING RESTORATION OF LOCAL GOVERNMENT DISTRIBUTIVE FUND (LGDF) - **Trustee Brady**

ACTION: Discussion: The State of Illinois has maintained a long-held agreement with municipalities to support and invest in local services through the Local Government Distributive Fund (LGDF). The LGDF includes the collection and distribution of tax revenues on behalf of municipalities. The state government has shared a percentage of the total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax. Municipalities depend on LGDF dollars, which can account between 10 and 20% of their operating budget. The Governor has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments. This Resolution urges the General Assembly and the Governor to restore LGDF payment to the promised 10% rate so communities across Illinois may provide basic levels of service and lessen the reliance on property taxes. This item was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #15

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, 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 Downtown Flex zoning district. Staff is still working on the items that were raised by the Village Board at the April 13, 2021, meeting. Therefore, the recommendation is to **continue the adoption of the Ordinance until June 1, 2021.**

COMMENTS:

ITEM #16

SUBJECT: CONSIDER ORDINANCE 2021-O-023 APPROVING THE ANNEXATION OF A PARCEL OF PROPERTY COMMONLY LOCATED AT 6864 179TH STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., has petitioned the Village of Tinley Park to annex approximately 28,552 sq. ft. of property located at 6864 179th Street in unincorporated Cook County. The annexation will include the adjacent 179th Street right-of-way. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #17

SUBJECT: CONSIDER ORDINANCE 2021-O-024 GRANTING A MAP AMENDMENT (REZONING) FOR PROPERTY LOCATED AT 6864 AND 6900 179TH STREET TO R-6 (MEDIUM DENSITY RESIDENTIAL) - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., is requesting to rezone two properties (6864 & 6900 179th St.) from R-1 (Single Family Residential) to R-6 (Medium Density Residential), to allow for the construction of two townhome structures with six dwelling units in each building.

The Plan Commission held a Public Hearing on April 15, 2021 and voted 7-0 to recommend approval of the map amendment (rezoning) in accordance with the plans, conditions, and Findings of Fact listed in the Staff Report. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #18

SUBJECT: CONSIDER ORDINANCE NUMBER 2021-O-025 GRANTING A REAR YARD SETBACK VARIATION AT 17870-17881 ARGOS COURT FOR SUNSET ESTATES SUBDIVISION - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., is requesting a variation to permit rear yard setbacks ranging from 13.59 feet to 15.12 feet when a 30-foot rear yard setback is required. This will allow for the construction of two townhome structures in the proposed Sunset Estates Subdivision.

The Plan Commission held a Public Hearing on April 15, 2021 and voted 7-0 to recommend approval of the Variation in accordance with the plans, conditions, and Findings of Fact listed in the Staff Report. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #19

SUBJECT: CONSIDER ORDINANCE 2021-R-026 APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR SUNSET ESTATES AT 6864 AND 6900 179TH STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., has requested Final Plat approval for the Sunset Estates located at 6864 and 6900 179th Street for property totaling approximately 49,362 sq. ft.

The Plan Commission reviewed the Final Plat of Resubdivision at the April 15, 2021 meeting with a recommendation of approval conditioned upon final engineering approval by the Village Engineer with a vote of 7-0. **This Ordinance is eligible for first reading.**

COMMENTS:

ITEM #20

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-032 GRANTING DRIVE AISLE WIDTH AND SIDE YARD SETBACK VARIATIONS FOR PROPERTY LOCATED AT 7613 159TH STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Brittany Maddox (Genelin) on behalf of National Veterinary Associates, is requesting a variation of 5.5 feet from the required aisle width of 26 feet to allow for a reduced aisle width of 20.5 feet for a portion of the parking lot drive aisle and a variation of .19 feet from the required ten-foot side yard setback to allow for a setback of 9.81 feet on the east side of the property. The approval of these variations will allow for the construction of a 400 square foot addition on the north side of the existing building located at 7613 159th Street.

The Plan Commission held a Public Hearing on May 6, 2021 and voted 5-0 to recommend approval of the Variations in accordance with the plans, conditions, and Findings of Fact listed in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #21

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-036 AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE 80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENANT, LLC - **Trustee Mueller**

ACTION: Discussion: The Resolution for consideration will allow Harp 80th Ave Tenant, LLC, to license the available space at the 80th Avenue Train Station for five (5) years. Highlights of the license agreement are as follows: first three (3) months are free and then a base monthly license fee of \$1,500 plus a percentage of gross sales equal to 2.5% a year apply. Harp 80th Ave Tenant, LLC plans to provide services to commuters such as coffee, breakfast & lunch items. In addition, they will host private and public events throughout the year. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #22

SUBJECT: CONSIDERING ADOPTING ORDINANCE 2021-O-027 APPROVING A SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND BANGING GAVEL PROPERTIES, LLC - **Trustee Mueller**

ACTION: Discussion: Banging Gavel LLC, is requesting a second amendment to their economic incentive agreement. With the patio work nearly completed, the owners are requesting from the Village use of their outdoor patio from May 27, 2021 to November 1, 2021, for a beer garden without the brewpub operational. The owners see an opportunity to provide a temporary outdoor experience that will be inviting and safe while the pandemic continues. A site plan and operations summary has been provided for the proposed beer garden and are exhibits to the agreement. The beer garden will be required to have meals available during hours of operation and they must comply with all Village regulations. The new date for completion of the brewpub has been extended to December 31, 2022, of which this agreement will terminate. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #23

SUBJECT: CONSIDER RESOLUTION 2021-R-034 AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND JMW PROPERTIES, LLC FOR PROPERTY AT 7061- 7063 159th STREET. - **Trustee Mueller**

ACTION: Discussion: JMW Properties, LLC, is requesting the Village provide economic assistance to make improvements to their shopping center. The proposed incentive consists of sharing up to \$960,000 of TIF incremental revenue produced by this site alone. The Village proposes to share 75% of the TIF increment produced for a maximum of 10 years to reimburse the eligible costs with conditions outlined in the draft agreement. **This Resolution is eligible for first reading.**

COMMENTS:

ITEM #24

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-035 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPS USA FOR PROVISION OF A PLANNING CONSULTANT - **Trustee Mueller**

ACTION: Discussion: Planning Manager, Paula Wallrich, is set to retire from this position on May 27, 2021 as a GovHR employee working for the Village. It is recommended that the Village enter into a new Professional Services Agreement with GovHR to hire Paula as a Planning Consultant to provide some continuity with projects. The agreement establishes Paula's service as Planning Consultant through December 31, 2021 at a rate of pay of \$77.49/hour. The actual rate paid to Ms. Wallrich will be \$55.35/hour. The number of hours per week will vary based on project needs. Employee will be paid for only hours worked. This item was discussed at the Committee of the Whole held prior to this meeting. **Consider authorizing an amendment to an agreement with GovTempsUSA, LLC for provision of a Planning Consultant.**

COMMENTS:

ITEM #25

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-029 INCREASING THE NUMBER OF CLASS "N" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE - HAMPTON INN LOCATED AT 18501 N CREEK DRIVE - **President Glotz**

ACTION: Discussion: Hampton Inn located at 18501 North Creek Drive is seeking a Class N Liquor License. A Class N Liquor License authorizes a hotel to serve beer and wine on the premises, in addition to operate a pantry selling packaged beer and wine for guests staying at the hotel. Hampton Inn currently has a convenience shop that sells items such as pop, water, candy, chips, etc., and hopes to add beer and wine sales as an added convenience to hotel guests. This item was discussed at the Committee of the Whole prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #26

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-028 INCREASING THE NUMBER OF CLASS “N” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE - EVEN HOTEL LOCATED AT 18501 CONVENTION CENTER DRIVE - **President Glotz**

ACTION: Discussion: EVEN Hotel located at 18501 Convention Center Drive is seeking a Class N Liquor License. A Class N Liquor License authorizes a hotel to serve beer and wine on the premises, in addition to operate a pantry selling packaged beer and wine for guests staying at the hotel. EVEN Hotel currently operates an on-site restaurant, and hopes to add beer and wine sales as an added convenience to hotel guests. This item was discussed at the Committee of the Whole prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #27

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-030 BETWEEN THE TINLEY PARK POLICE SERGEANTS AND THE VILLAGE OF TINLEY PARK - **Trustee Brennan**

ACTION: Discussion: The Village has been renegotiating an agreement with the sergeants that was last approved in 2018. In this agreement, the sergeants wage increase will continue to be at a 20% differential above the top base salary of a patrol officer. Administrative days off are restored to their previous level, which is three (3) days. Language was also added to clarify overtime assignments. This agreement is a four (4) year agreement and expires April 30, 2025. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #28

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-037 AUTHORIZING THE VILLAGE MANAGER'S AUTHORITY TO CONTRACT FOR THE PURCHASE OF ELECTRICITY – STREET LIGHTING ACCOUNTS - **Trustee Mahoney**

ACTION: Discussion: The Village participates in a consortium with 150 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to collectively obtain pricing for residential and municipal electricity. NIMEC will be holding a group bid for Street Lighting accounts on June 8, 2021. As with the previous electrical agreements, the window of opportunity for the Village to sign agreements and take advantage of the lowest bidder is typically limited to less than 48 hours. As such, the Village will need to authorize the Village Manager, to sign a third-party agreement upon completion of the competitive bidding process. This will aid in assuring that the Village continues to be afforded the best possible electrical rates. This was discussed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #29

SUBJECT: RECEIVE LITIGATION UPDATE

COMMENTS:

ITEM #30

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS:

ITEM #31

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS:

ITEM #32

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS:

ITEM #33

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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

ADJOURNMENT

**MINUTES OF THE CEREMONIAL BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD MAY 3, 2021**

The Ceremonial meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held at the Tinley Park Convention Center, 18151 Convention Center Dr., Tinley Park, IL on May 3, 2021. Clerk Thirion called this meeting to order at 6:31 p.m.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to open the Ceremonial Board meeting.

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

Trustee & Village President Elect:	Michael W. Glotz
Village Clerk:	Kristin A. Thirion
Trustees:	William P. Brady William A. Brennan Diane M. Galante Michael G. Mueller
Absent:	None
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Paul O'Grady

Clerk Thirion announced that there was a quorum. She introduced Master of Ceremonies, Former Mayor Edward Zabrocki.

At this time Master of Ceremonies Edward Zabrocki announced the Presentation of the Colors by the Tinley Park Police Department Honor Guard. Samantha Spalla, 2020 Victor J. Andrew High School Graduate, presented The National Anthem and the following scouts led the audience in the Pledge of Allegiance: Zach Unger, Eagle Scout, Troop 911, Caleb Horton, Sea Scout Crew 2911, Justine Beatty, Gaetano Spalla and Samantha Spalla of Venturing Crew 322.

The Invocation was offered by Former Mayor and US Air National Guard (Ret.) Colonel David Seaman.

Former Clerk and US Army (Ret.) Brigadier General Patrick Rea offered a history of the Village of Tinley Park.

A Swearing-In Ceremony was presided over by the Honorable Judge Christopher E. Lawler, Cook County Circuit Court, Daley Center, Law Division. The following Board members were sworn in:

The Honorable Michael W. Glotz, Village President
The Honorable Kristin A. Thirion, Village Clerk
The Honorable William P. Brady, Village Trustee
The Honorable Colleen M. Sullivan, Village Trustee
The Honorable Dennis P. Mahoney, Village Trustee

Master of Ceremonies, Former Mayor Zabrocki presented an inspirational message. Mayor Glotz addressed the audience. The program concluded with the performance of God Bless America by Samantha Spalla.

Clerk Thirion asked if there were any comments from the public. No one came forward.

Master of Ceremonies Zabrocki asked for motion to adjourn the Ceremonial Board meeting.

Motion was made by Trustee Brady, seconded by Trustee Mueller, to adjourn the Village Board meeting at 7:15 p.m. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. Clerk Thirion announced the meeting is adjourned.

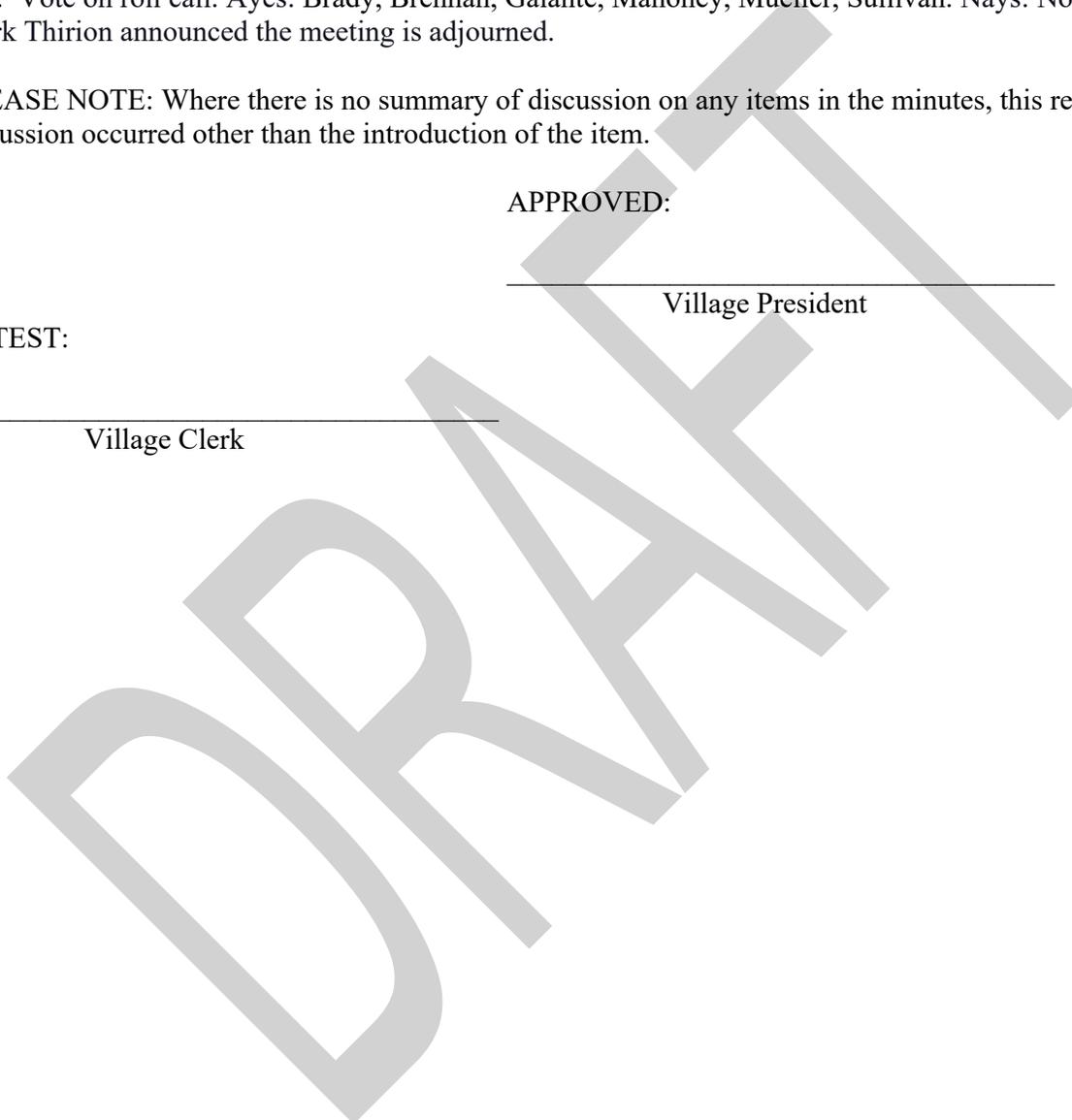
PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk



**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD MAY 4, 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 May 4, 2021. President Glotz called this meeting to order at 7:32 p.m.

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

At this time, President Glotz stated this meeting is being conducted pursuant to Governor Pritzker's disaster proclamation and Public Act 101-0640, which amends requirements of the Open Meetings Act due to the COVID-19 pandemic. 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: Michael W. Glotz
Village Clerk: Kristin A. Thirion

Trustees: William P. Brady
William A. Brennan
Diane M. Galante
Dennis P. Mahoney
Michael G. Mueller
Colleen M. Sullivan

Absent:

Also Present:

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

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

Motion was made by Trustee Mueller, seconded by Trustee Brady, to approve and place on file the minutes of the special and regular Village Board Meetings held on April 13, 2021. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time, President Glotz presented a proclamation for Jacob C. Vandenberg recognizing him for his contribution to the Village of Tinley Park. Mayor Vandenberg served the Village from 2015 – 2021, two (2) years as Trustee and four (4) years as Mayor.

President Glotz presented a proclamation for Cynthia A. Berg recognizing her for her contribution to the Village of Tinley Park. Trustee Berg served the Village as Trustee from 2017-2021.

At this time, President Glotz presented the following Proclamations in the Village of Tinley Park:

- Apraxia Awareness Day – May 14, 2021;
- Motorcycle Awareness Month – May 2021;
- National Public Works Week – May 16 - 22, 2021;
- Municipal Clerk's Week – May 2 – 8, 2021; and
- Public Service Week – May 3 – 9, 2021.

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

- S & C Distribution Company, 7225 Duvan Drive
- The Scoop, 17326 Oak Park Avenue

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to appoint **MICHELLE BOONE TO THE POSITION OF EXECUTIVE ASSISTANT – FIRE DEPARTMENT, EFFECTIVE MAY 4, 2021**. Human Resources searched and received 27 applications that were shortlisted to six (6) of the most qualified candidates. Internal candidate Michelle Boone was identified as the best candidate for the position. Michelle joined the Village on March 5, 2012, and has nine (9) years of experience as a telecommunicator working in a high-stress and confidential atmosphere with direct knowledge of Fire Department operations, terminology, and day-to-day activities. She has five (5) years of experience as an administrative assistant and is also experienced in many software platforms.

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

Motion was made by Trustee Brady, seconded by Trustee Brennan, to appoint **JOHN TOUHY TO THE POSITION OF RECORDS SUPERVISOR, EFFECTIVE MAY 4, 2021**. Human Resources searched and received 113 applications that were shortlisted to five (5) of the most qualified candidates. John Touhy was identified as the best candidate for the position. John has held various law enforcement positions with the last rank of Captain before serving as the Chief of Police for a University campus since 2012. He has previously managed a records department and is knowledgeable with police operations and support services. He holds a Master's Degree in Public Administration.

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to appoint **OSAMAH DAJANI TO THE POSITION OF SERGEANT FOR THE TINLEY PARK POLICE DEPARTMENT, EFFECTIVE MAY 4, 2021**. Officer Dajani has served as a Tinley Park police officers for 18 years, he has been in the Investigations Division as a Detective for 13 years. He has been married to his wife Nina, for 16 years, and they have 3 children. Osamah obtained a Bachelor of Arts degree from the University of Illinois at Chicago, majoring in criminal justice. He has a Master of Arts degree from Governors State University, majoring in political and justice studies. Previous assignments include the South Suburban Major Crimes Task Force and the Will/Grundy County Major Crimes Task Force.

His hobbies include Brazilian Jiu-Jitsu grappling and is currently a youth wrestling coach for the Lincoln-Way Wrestling Club. Osamah is a devout White Sox fan.

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to appoint **DEL GALDO LAW GROUP AS SPECIAL COUNSEL**. This appointment would allow the Village to utilize Del Galdo Law Group for special projects as needed to include, but not limited to, planning, zoning, land acquisition, and litigation. Their rate shall be \$195 per hour for work performed by partners and senior counsel, \$175 per hour for work performed by associates, and \$85 per hour for work performed by paralegals/legal assistants.

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

Motion was made by Trustee Brennan, seconded by Trustee Brady, to appoint **KLEIN, THORPE, AND JENKINS AS ADMINISTRATIVE HEARING OFFICER FOR THE VILLAGE OF TINLEY PARK**. Klein, Thorpe, and Jenkins are our former Village Attorneys. They would replace our current Hearing Officer Montana, and Welch. Their rates would be \$195 per hour for partners (same as Montana and Welch) and \$85 per hour for paralegals (Montana and Welch charged \$95 per hour). This appointment would be effective June 1, 2021.

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

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

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

1. CONSIDER APPOINTING DAN REDA AS INTERIM DEPUTY CHIEF/FIRE SUPPRESSION FOR UP TO A MAXIMUM OF A 60-DAY PERIOD.
2. CONSIDER ADOPTING RESOLUTION 2020-R-030 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MURPHY & MILLER, INC. FOR HEATING, VENTILATION, AND AIR CONDITIONING ANNUAL MAINTENANCE AND INSPECTION OF ALL VILLAGE FACILITIES.
3. CONSIDER ADOPTING RESOLUTION 2020-R-031 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND TOTAL AUTOMATION CONCEPTS, INC., FOR BUILDING AUTOMATION SYSTEMS ANNUAL MAINTENANCE AND INSPECTION OF ALL VILLAGE FACILITIES.
4. CONSIDER REQUEST FROM CRISIS CENTER FOR SOUTH SUBURBIA TO CONDUCT A RAFFLE THROUGH AUGUST 10, 2021, AT THE ODYSSEY COUNTRY CLUB, 19110 RIDGELAND AVENUE, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$15,000. WINNERS WILL BE DRAWN AT THE ODYSSEY COUNTRY CLUB.

5. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,940,276.03 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED APRIL 16, APRIL 23, APRIL 30, 2021.

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

1. CONSIDER APPOINTING DAN REDA AS INTERIM DEPUTY CHIEF/FIRE SUPPRESSION FOR UP TO A MAXIMUM OF A 60-DAY PERIOD.

Vote on roll call for Consent Agenda Items 16B, 16C, 16D, and 16E. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to vote on roll call for Consent Agenda Item 16A. President Glotz asked if anyone from the Board would care to discuss. No one came forward. Vote on roll call: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file **ORDINANCE 2021-O-022 APPROVING A PURCHASE AND SALE AGREEMENT (PSA) FOR THE PROPERTY AT 17368 68TH COURT (BECHSTEIN CONSTRUCTION COMPANY) FOR \$550,000.** The Village is seeking to purchase the property owned by Bechstein Construction Company at 17368 68th Court for \$550,000 using funds from the New Bremen TIF. The property consists of five (5) tax parcels. Seller will work cooperatively with the Village to remediate the property and seek reimbursement from the State's LUST (leaking underground storage tank) fund and obtain an NFR (no further remediation) letter. Seller will be allowed to continue to occupy the site for up to 2 years after the sale and would be responsible for (1) paying all property taxes assessed during that time and (2) demolishing the existing structures. After the Seller vacates the site, the Village can determine whether to utilize this property for needed downtown parking (current intentions) or seek proposals for redevelopment. The two (2) parties will have ninety (90) days to close from the execution of the PSA, which is expected to allow sufficient time to complete due diligence activities, including environmental sampling, to determine the extent of clean-up that may be required. The final PSA is subject to review by the Village Attorney and Staff.

President Glotz asked if there were any comments from members of the Board or public. Ben Desnoyers asked if the \$550,000 would go towards clean-up of the property. Village Manager Niemeyer stated that out of these funds an escrow will be created which will be used to clean up the site. Mr. Desnoyers asked if the clean-up is based on the environmental study in the next agenda item. Village Manager Niemeyer stated yes. Village Manager Niemeyer stated that the \$550,000 is the acquisition price. President Glotz noted that \$550,000 is the most regardless. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **RESOLUTION 2021-R-032 APPROVING AN AGREEMENT WITH MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC. FOR SITE INVESTIGATION AND UNDERGROUND STORAGE TANKS (UST) REMOVAL ACTIVITIES FOR THE BECHSTEIN CONSTRUCTION COMPANY PROPERTY, 17368 68TH COURT.** The Village is interested in acquiring this property and requested a proposal from Midwest Environmental Consulting Services, Inc. to conduct a subsurface investigation to assess the subsurface soils and groundwater associated with the

removal of underground storage tanks (UST's), as well as to determine whether any additional tanks currently exist or need to be removed in order to obtain a No Further Remediation (NFR) letter for this site. This firm will be responsible for overseeing site evaluations, site clean-ups, and the removal of UST's. Staff recommends awarding this project to Midwest Environment Consulting Services, Inc. in the amount of \$84,194.

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

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney, to adopt and place on file **ORDINANCE 2021-O-019 AMENDING TITLE V, CHAPTERS 50 AND 51 OF THE TINLEY PARK MUNICIPAL CODE REGARDING QUARTERLY WATER AND SEWER CHARGES**. It has been more than seven (7) years since the utility rates have been adjusted for any increases in the Village's operation costs (electric, labor, materials, etc.). Over this period, operating cost increases have eroded the funds available to support the systematic infrastructure replacements and rehabilitations required within the utility system. In June 2016, the Village Board initiated the system-wide replacement of all its water meters with new electronic meters and the addition of an Advanced Metering Infrastructure (AMI) system that has enhanced and significantly automated the Village's ability to obtain meter readings. The improvements were approved to be funded from the general capital reserves of the Village. It was stipulated that the funds advanced to the utility fund were to be repaid in the future through utility billing revenues.

This Ordinance adjusts the Village's water rates by 50 cents to begin the repayment of the water meter costs and revises the code sections related to the utility rates to place them in a better format to facilitate the future rate increases anticipated.

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

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adopt and place on file **ADOPTING 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**. On March 16, 2021, the Committee of the Whole met and recommended approval of the proposed Budget for the 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 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.

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

Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to adopt and place on file **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**. 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 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.

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

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adopt and place on file **ORDINANCE 2021-O-020 ESTABLISHING THE NUMBER OF CLASS “DV” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (DURBIN’S 18250 S OAK PARK AVENUE)**. The petitioner, Tom McAuliffe, has approached the Mayor’s Office seeking a Class DV Liquor and Video Gaming License for a new Durbin’s location at 18250 S Oak Park Avenue. This additional location will be similar to that of the current location in regards to the menu, but will just operate at a smaller scale, with about 6-8 dine-in tables, a pick-up window, and an enclosed video gaming area. A Class DV license allows for the retail sale of alcoholic liquor on the premises and must be made in conjunction with the operation of a restaurant on the premise. Video Gaming is allowed. This item was discussed at the Committee of the Whole before this meeting.

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

Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to adopt and place on file **ORDINANCE 2021-O-021 AMENDING TITLE III CHAPTER 32 ESTABLISHING AN ADVISORY COMMISSION ON LABOR AND DEVELOPMENT**. The Village President is proposing to create a labor and Development Advisory Commission, created to structure sound labor policies for public works construction and commercial development that protect local workers, contractors, and taxpayers, while supporting fair contracting in the Village of Tinley Park. The Commission will make its findings and recommendations to the President and Board of Trustees, as well as other governmental agencies, upon the direction of the Corporate Authorities. President Glotz noted that the number of commissioners on this commission is nine (9).

President Glotz asked if there were any comments from members of the Board or public. Ben Desnoyers asked the reason for creating this commission. President Glotz stated this will be a non-binding advisory commission. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

Village Manager Niemeyer thanked the Board for recognizing all Public Works, Clerks, and all Public Service staff at the Village. He added that this is Public Service Week and the Village is holding many events for employees in celebration.

Assistant Village Manager Carr stated that COVID-19 vaccines are still accepting walk-up appointments each day. They are offering both the Johnson and Johnson and Moderna vaccines. You do not have to be from Cook County, all are welcome.

Fire Chief Reeder stated that May 4, 2021, is National Firefighters Day and recognized all 95+ members of the Tinley Park Fire Department.

Marketing Director Donna Framke stated that the Village and the Tinley Park Veterans Commission will host a virtual dedication ceremony for the Illinois Veterans of America Memorial and the M84 Mortar Carrier at 10 a.m. Saturday, May 15, 2021.

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

Trustee Sullivan stated that she is looking forward to working with the Board and Staff.

Trustee Brady welcomed Trustees Mahoney and Sullivan to the Board. He congratulated Mayor Glotz.

Trustee Mahoney looks forward to working with the Board and Staff.

President Glotz congratulated former Trustee T.J. Grady on winning his court case 17L65967.

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

Motion was made by Trustee Mueller, seconded by Trustee Brady, at 8:52 p.m. to adjourn to Executive Session to discuss the following:

Motion was made by Trustee Mueller, seconded by Trustee Brady, at 8:52 p.m. to adjourn to Executive Session to discuss the following:

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

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

Motion was made by Trustee, seconded by Trustee, to adjourn the Village Board meeting at 9:15 p.m. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

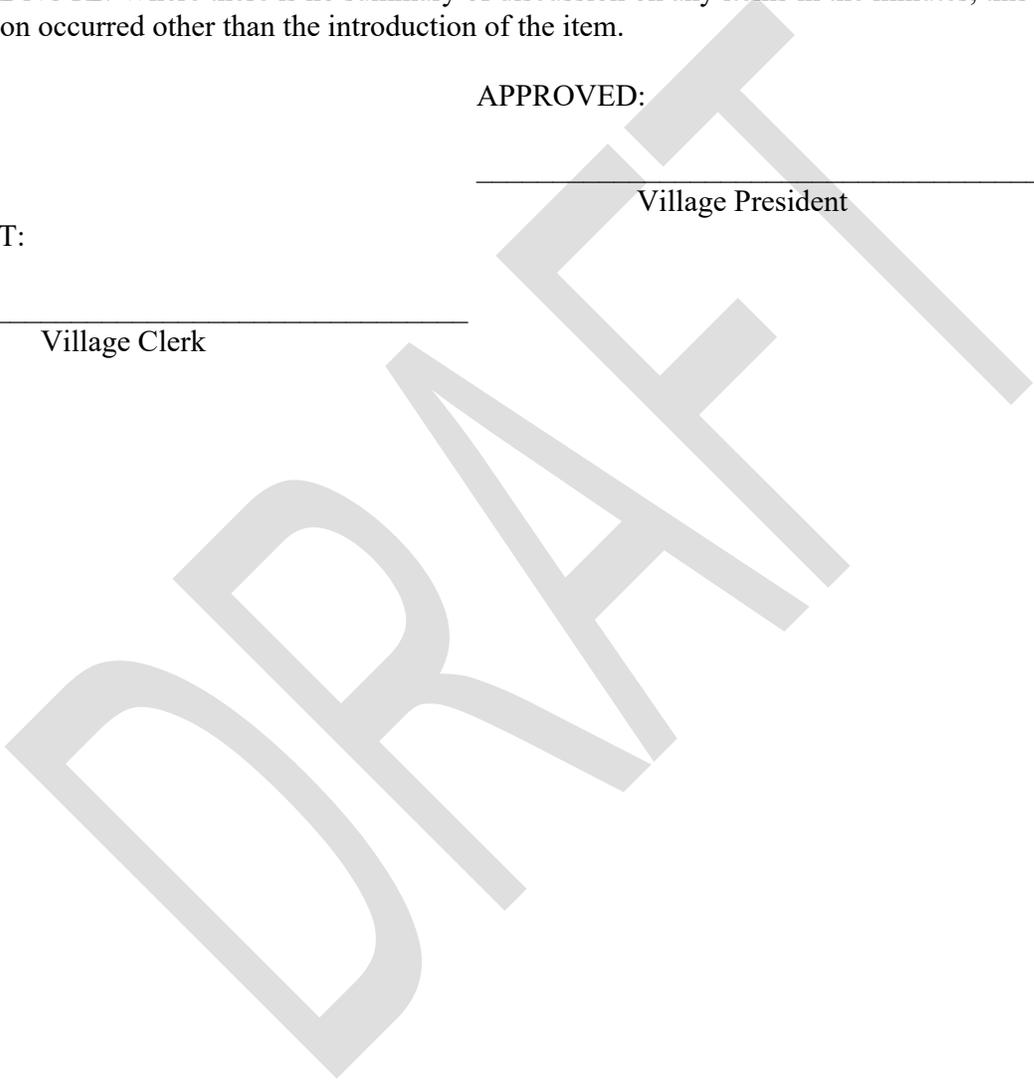
PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk





PROCLAMATION

Recognizing Friday, June 4th, 2021 as "National Gun Violence Awareness Day" In the Village of Tinley Park

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, in Illinois has 1,400 gun deaths every year, with a rate of 11 deaths per 100,000 people. Illinois has the 36th highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including Tinley Park, are working to end the senseless violence with evidence-based solutions and protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence; and

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 4, 2021 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to -

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 4th, the first Friday in June in 2021, to help raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that the first Friday of June, June 4th 2021, be designated as "*National Gun Violence Awareness Day*" in the Village of Tinley Park in recognition of the value of human life & violence prevention efforts.

APPROVED this 18th Day of May 2021.

Michael W. Glotz, Village President

ATTEST:

Village of Tinley Park



RESOLUTION 2021-R-038

*Commemorating the twentieth anniversary
of the sister city partnership between the
village of tinley park and the town of mallow, ireland*

WHEREAS, the Sister Cities concept was inaugurated in 1956 by President Dwight D. Eisenhower to establish friendship and understanding between the people of the United States and other nations; and

WHEREAS, the town of Mallow, Ireland has existed since the early times of the first millennium when the area first developed at a point on the River Blackwater; and

WHEREAS, the Village of Tinley Park’s history as a permanent settlement in this area began in the early 1830’s near dense timberlands north and northeast from the area known as Bachelor’s, and Cooper’s Grove; and

WHEREAS, the Sister Cities of the town of Mallow, Ireland, and the Village of Tinley Park, Illinois, United States of America, was established in 2001 for the express purpose of economic development, visits by governmental officials, historical, cultural and educational exchanges; and

WHEREAS, in continuance of this partnership the growth of both communities has been helped with a willingness to work together for the purpose of creating mutual understanding and to assure a future of friendship and cooperation between these two communities; and

WHEREAS, both communities have relationships with other Sister Cities around the world. The town of Mallow, Ireland is also a Sister City with Landreger, Côtes-d’Armor, Brittany, France. The Village of Tinley Park shares Sister City relationships with Búdingen, Germany and Nowy Sacz, Poland.

WHEREAS, this year marks the 20th Anniversary of this Sister City partnership between the two communities.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park on behalf of its over 57,000 citizens:

- The Village hereby goes on record as commemorating and celebrating, the twentieth anniversary of the Sister City Partnership between Tinley Park, Illinois and Mallow, Ireland, and;
- This Resolution shall take effect from and after its adoption.

APPROVED this 18th Day of May, 2021.

Michael W. Glotz, Village President

Kristin A. Thirion, Village Clerk

Trustee William P. Brady

Trustee William A. Brennan

Trustee Diane M. Galante

Trustee Dennis P. Mahoney

Trustee Michael G. Mueller

Trustee Colleen M. Sullivan

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk Thirion

VILLAGE OF TINLEY PARK BOARD COMMITTEES
--

FINANCE COMMITTEE**TRUSTEE COLLEEN M. SULLIVAN, CHAIR**

Trustee Diane M. Galante
Trustee Michael G. Mueller

ADMINISTRATION & LEGAL COMMITTEE**TRUSTEE WILLIAM P. BRADY, CHAIR**

Trustee William A. Brennan
Trustee Dennis P. Mahoney

PUBLIC SAFETY COMMITTEE**TRUSTEE WILLIAM A. BRENNAN, CHAIR**

Trustee William P. Brady
Trustee Dennis P. Mahoney

PUBLIC WORKS COMMITTEE**TRUSTEE DENNIS P. MAHONEY, CHAIR**

Trustee William P. Brady
Trustee William A. Brennan

MARKETING COMMITTEE**TRUSTEE DIANE M. GALANTE, CHAIR**

Trustee Michael G. Mueller
Trustee Colleen M. Sullivan

COMMUNITY DEVELOPMENT COMMITTEE**TRUSTEE MICHAEL G. MUELLER, CHAIR**

Trustee Diane M. Galante
Trustee Colleen M. Sullivan

REVISED: May 1, 2021

1st and 3rd Tuesdays

COW 7pm

Village Board 7:30pm

1st Tuesdays

Public Works (Mahoney, Brady, Brennan)

Public Safety (Brennan, Brady, Mahoney)

Administration & Legal (Brady, Brennan, Mahoney)

3rd Tuesdays

Community Development (Mueller, Galante, Sullivan)

Finance (Sullivan, Galante, Mueller)

Marketing (Galante, Mueller, Sullivan)

**CONSIDER APPOINTING
WILLIAM A. BRENNAN -
PRESIDENT PRO TEM**

**Consider Appointing
the Advisory
Commission on Labor
and Development
Members**

**CONSIDER APPOINTING
STEPHEN KLOTZ
TO THE POSITION OF
INTERIM FIRE SERVICES
ADMINISTRATOR**

President Glotz

**CONSIDER APPOINTING
LORI KOSMATKA
TO THE POSITION OF
ASSOCIATE PLANNER**

President Glotz

**CONSIDER APPOINTING
HEIDI TWOMEY
TO THE POSITION OF
ADMINISTRATIVE ASSISTANT
FIRE PREVENTION BUREAU**

President Glotz



May 6, 2021

Village of Tinley Park
 16250 S. Oak Park Avenue
 Tinley Park, IL 60477

To Whom It May Concern:

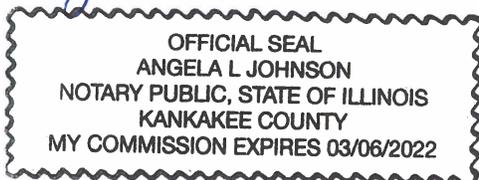
We are writing this letter to inform you that Good Shepherd Manor's board members have decided to waive the fidelities bond requirement for the Raffle Drawing that will take place at our 25th Annual Golf Invitational on June 28, 2021 at the Odyssey Venue in Tinley Park, Illinois.

Respectfully,

Kristen Stockle
 President

Bro. Alphonsus Brown
 Assistant Administrator

KS/AB/jj



VILLAGE OF TINLEY...
RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK
16250 South Oak Park Avenue

DATE: April 15, 2021

1. NAME OF ORGANIZATION: Good Shepherd Manor
2. ADDRESS: 4129 N. State Route 1-17 (PO Box 260), Momence, IL 60954
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE:

4. ADDRESS OF PLACE FOR RAFFLE DRAWING
The Odyssey Venue, 19110 S. Ridgeland Ave., Tinley Park, IL 60477
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 Human Services
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 50 years
7. PLACE AND DATE OF INCORPORATION: Momence, IL on March 1, 1971
8. NUMBER OF MEMBERS IN GOOD STANDING: N/A
9. PRESIDENT/CHAIRPERSON: Kristen Stockle, President
 ADDRESS: GSM, PO Box 260, Momence, IL PHONE: 815-472-3700
10. RAFFLE MANAGER: Erin Richey, Director of Development
 ADDRESS: GSM, PO Box 260, Momence, IL
 PHONE: 815-472-3700 x1 Email: erichey@goodshepherdmanor.org
11. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:
 NAME: Jan Jackson, Coordinator of Special Events & PR
 ADDRESS: GSM, PO Box 260, Momence, IL PHONE: 815-472-3700 x1014
 NAME: _____
 ADDRESS: _____ PHONE: _____

(ATTACHED ADDITIONAL SHEET IF NECESSARY)

RAFFLE INFORMATION**12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)**May 3, 2021 through to the day of the event on Monday, June 28, 2021**13. LOCATION OF TICKET SALES:**Good Shepherd Manor & The Odyssey Venue**14. LOCATION FOR DETERMINING WINNERS:**The Odyssey Venue**15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)**Monday, June 28, 2021**16. TOTAL RETAIL VALUE OF ALL PRIZES:**\$ 800(MAXIMUM PRIZE AMOUNT \$250,000)**17. MAXIMUM RETAIL VALUE OF EACH PRIZE:**\$ 500**18. MAXIMUM PRICE CHARGED OF EACH TICKET(CHANCE) SOLD \$10 ea/3 for \$25****19. § 132.38 FIDELITY BOND REQUIRED**

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

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

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

NAME OF ORGANIZATION: Good Shepherd Manor

EXECUTIVE DIRECTOR: 

RAFFLE LICENSE APPLICATION



Date: May 5, 2021

1. Organization name: HARALD VIKING LODGE #13

2. Organization address: 6730 W. 175TH ST.

3. Mailing address if different from above:

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

- Religious
- Charitable
- Labor
- Fraternal
- Educational
- Veterans
- Business

5. How long has the organization been in existence: 118 YEARS

6. Place and date of incorporation: CHICAGO MARCH 30, 1903

7. Number of members in good standing: 120

8. President/chairperson: BILL HENDRY

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

9. Raffle manager: LARRY NICHOLS

Address: [REDACTED]

Phone: [REDACTED] Email: _____

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

Name: LARRY NICHOLS

Address: [REDACTED] Phone: [REDACTED]

Name: MATT DUDA

Address: [REDACTED] Phone: [REDACTED]

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

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

By electronic mail, please provide email address: [REDACTED]

12. Date(s) for raffle ticket sales (include days of the week): MONDAY THRU SUNDAY OR UNTIL WON

- 13. Location of ticket sales: HARALD VIKING LODGE #13
- 14. Name and address of location for determining winners: HARALD VIKING LODGE 6730 W 175TH ST. TINLEY PK
- 15. Date(s) for determining winners (include days of the week): EVERY THURSDAY - Queen of Hearts
- 16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 25,000.-
- 17. Maximum retail value of each prize: \$ 20,000.-
- 18. Maximum price charged of each ticket (chance) sold: \$ 1.00
- 19. Is this a queen of hearts raffle? No Yes
- 20. § 132.38 Fidelity Bond Required

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

- Fidelity bond Waiver of bond statement by organization

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

Name of Organization: _____
 Executive Director: ~~Becca~~ Becca Puda

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____ Date Approved: _____
 Date Expires: _____ Date Denied: _____
 Approval: _____
 Kristin Thirion, Village Clerk

APPROVED APPLICATION SERVES AS LICENSE



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

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

PRODUCER Dimond Bros. Insurance, LLC 5509 Belmont Road, Suite B Downers Grove IL 60615		CONTACT NAME: Amy Watkins PHONE (A/C, No, Ext): (630) 782-1717 E-MAIL ADDRESS: amy.watkins@dimondbros.com FAX (A/C, No): (630) 963-9908	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Society Insurance	NAIC # 15261
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Harald Viking Lodge 13 6730 175th Street Tinley Park IL 60477			

COVERAGES **CERTIFICATE NUMBER:** 20-21 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TRM575094	06/10/2020	06/10/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP575095	06/10/2020	06/10/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UXL575096	06/10/2020	06/10/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			TRM575094	06/10/0220	06/10/2021		\$1,000,000

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

CERTIFICATE HOLDER Village of Tinley Park 16250 S. Oak Park Ave. Tinley Park IL 60477	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BLOCK PARTY APPLICATION

Village of Tinley Park
16250 South Oak Park Avenue, Tinley Park, Illinois 60477
Phone: 444-5000

Representative: Brandi Lenters
Address: [REDACTED] Phone: [REDACTED]
Organization: _____
Specific Location of Party: 6841 to 6933 on 176th Pl
Request Date: 7-24-2021
Time: 12:00 a.m./(p.m.) To: 10:00 a.m./(p.m.)
Purpose: Neighborhood get together
Person or Persons In Charge:
Name: Brandi Lenters Phone: [REDACTED]
Name: _____ Phone: _____
Name: _____ Phone: _____
Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

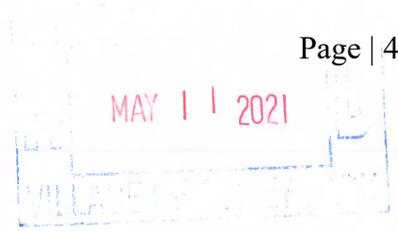
In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: Brandi Lenters

VILLAGE USE ONLY

Fire Chief: Approved Not Approved
Police Chief: Approved Not Approved
Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____



BLOCK PARTY APPLICATION

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: Lisa Valley

Address: [REDACTED] Phone: [REDACTED]

Organization: _____

Specific Location of Party: 8400 to 8500 Cherry Hill Avenue

Request Date: July 31st

Time: 3pm a.m./p.m. To: 10:30pm a.m./p.m.

Purpose: Lots of new neighbors to meet

Person or Persons In Charge:

Name: Lisa Valley Phone: [REDACTED]

Name: Tammy Henning Phone: [REDACTED]

Name: _____ Phone: _____

Number of Barricades Needed: 8 DO NOT USE VEHICLES AS BARRICADES.

PLEASE NOTE

The applicants have the responsibility of ascertaining that the street is not blocked in such a manner as to cause delay in the performance of emergency duties by the police department, fire department, ambulance or public works department. It is recommended that there be no parking on the hydrant side of the street. (moveable road block, refreshments served from curb, no large vehicles parked on street, no entertainment, music boxes or band blocking street).

A person or persons shall be responsible for the removal of any road block in the event of an emergency.

The applicants are responsible for any injury, damage to property or illegal actions during the block party.

The applicants are responsible for maintaining order and obedience to the village, county, and state laws.

In the event that there should be directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Signed: *Lisa Valley*

SUBMIT

VILLAGE USE ONLY

Fire Chief: Approved Not Approved

Police Chief: Approved Not Approved

Village Clerk: Approved Not Approved

Permits & Licenses Committee: _____



stjuderuns.org  stjuderuns

Bartonville
 Bloomington/
 Normal
 Canton
 Champaign/Urbana
 Chicago
 Chillicothe
 Decatur
 Dunlap
 East Peoria
 Elmwood
 Eureka
 Galesburg
 Kewanee
 Kickapoo/Brimfield
 LaSalle/Peru
 Lewistown
 Lincoln
 Mackinaw
 Macomb
 Marshall Co.
 Mason City
 Mattoon
 Memphis
 Metamora
 Minonk
 Mobile
 Monticello
 Morton
 Ottawa
 Pekin
 Princeville
 Quincy
 Richwoods H.S.
 Running Central
 Springfield
 St. Louis
 Tremont
 Washington

Hello Diane,

Please accept this letter as an official request for our St. Jude Runs canning (tag days) for May 29th and June 26th. I will coordinate getting you over our exempt form as well as an updated insurance Accord soon. If you have any questions for me as we move towards these dates, please let me know and I will be happy to assist.

Thanks,
 Matt Spooner
 708-602-6630



Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

- ✓ **If not, contact us immediately.**
- ✓ **Do not discard** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT State of Illinois - Department of Revenue OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate



ST JUDE RUNNERS ASSOCIATION

4722 N SHERIDAN RD
PEORIA IL 61614-5926

Sales Tax Exemption Certificate

Issue date: 10/31/2019	Sales Tax Exemption	E99455315
Expiration date: 11/01/2024	Organization type:	Charitable

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.


ILLINOIS REVENUE
 Director

OFFICIAL DOCUMENT - DO NOT DESTROY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2021

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

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PRODUCER Insurance Management Group 12730 Coldwater Road Suite 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 E-MAIL ADDRESS: mmayers@insmgt.com	FAX (A/C, No): (765) 664-0761	
	INSURER(S) AFFORDING COVERAGE INSURER A : National Casualty Company INSURER B : Nationwide Life Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 11991 66869
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209			

COVERAGES **CERTIFICATE NUMBER:** 2021 \$2M A.I. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000008622100	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000008622100	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 05/29/21 and 06/26/21 Tinley Park Intersection Solicitation INSURED RRCA CLUB/EVENT MEMBER: St. Jude Runners Association, Attn: Matt Spooner, 4722 N. Sheridan Road, Peoria, IL 61614 Processed by TE

CERTIFICATE HOLDER 05/29/21 Village of Tinley Park 16250 S Oak Park Avenue Tinley Park IL 60477	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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vchlist
05/06/2021 4:21:02PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap_ff

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
30121	3/1/2021	019815 LOGO KNITS	7211124		CUSTOM KNIT BLANKETS 36-00-000-75129	2,520.00
Total :						2,520.00
1 Vouchers for bank code : ap_ff						Bank total : 2,520.00

vchlist
05/06/2021 4:21:02PM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
192062	5/7/2021	014472 AERO RUBBER COMPANY, INC.	050121	VTP-018387	STORAGE SPACE RENTAL - 5/1/202 01-35-000-72790	9,660.00
Total :						9,660.00
192063	5/7/2021	002734 AIR ONE EQUIPMENT, INC	168007		ANNUAL HURST MAINTENANCE ON 01-19-000-72750	1,303.00
			168260		HIP BOOTS 01-26-023-73845	190.00
Total :						1,493.00
192064	5/7/2021	002856 AIRY'S, INC	24757	VTP-018377	EMERGENCY WATER VALVE INSTA 60-00-000-72745	3,768.45
				VTP-018377	63-00-000-72745	3,768.45
				VTP-018377	64-00-000-72745	3,230.10
Total :						10,767.00
192065	5/7/2021	011466 ALBERTSONS/SAFEWAY	043021		****0415 VENDING PRODUCTS 01-14-000-73115	21.96
Total :						21.96
192066	5/7/2021	017521 ALL STAR FENCE	12027240-ASF-TINLEY	VTP-018343	REPAIR DAMAGED FENCE 01-26-025-72520	2,351.00
Total :						2,351.00
192067	5/7/2021	002517 ALLIED ELECTRONICS INC.	9014276870	VTP-018367	ETHERNET SWITCHES AND MEDIA 60-00-000-75812	4,315.57
Total :						4,315.57
192068	5/7/2021	002682 AMERICAN LEGAL PUBLICATION	8111		APRIL'21 S-35 FOLIO/INTERNET ED 01-13-000-72791	44.85
			8242		APRIL'20 S-35 EDITING 01-13-000-72791	644.00
Total :						688.85
192069	5/7/2021	002628 AMERICAN WATER	042921		APR'21 SEWER TREATMENT BROC 64-00-000-73225	92,589.73
Total :						92,589.73

vchlist
05/06/2021 4:21:02PM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192070	5/7/2021	010953 BATTERIES PLUS - 277	P39254951		SLA12-8F BATTERY 14-00-000-72550	140.00
Total :						140.00
192071	5/7/2021	012511 BEST BUY BUSINESS ADVANTAGE	5218860		****5339 LG REF WATER FILTER AN 01-17-205-73600	134.97
Total :						134.97
192072	5/7/2021	002974 BETTENHAUSEN CONSTRUCTION SERV	210053		SEMI TRUCK TIME FOR HAULING S 01-26-023-72890	90.00
					60-00-000-73681	132.30
					63-00-000-73681	14.70
					64-00-000-73681	63.00
			210054		SEMI TRUCK TIME FOR HAULING S 01-26-023-72890	240.00
					60-00-000-73681	352.80
					63-00-000-73681	39.20
					64-00-000-73681	168.00
			210056		TRUCK TIME FOR SPOILS TO CHIC 01-26-023-72890	240.00
					60-00-000-73681	352.80
					63-00-000-73681	39.20
					64-00-000-73681	168.00
Total :						1,900.00
192073	5/7/2021	002923 BLACK DIRT INC.	215		PULVERIZED DIRT 01-26-023-73680	360.00
Total :						360.00
192074	5/7/2021	017853 BOONE, MICHELLE	042821		REIMBURSEMENT FOR POLO SHIR 01-19-020-73610	94.66
Total :						94.66
192075	5/7/2021	003396 CASE LOTS INC	4302		PAPER TOWELS AND TOILET PAPE 01-26-025-73580	461.90
			4303		PAPER TOWEL,CANLINERS,SCREE 01-26-025-73580	459.80

vchlist
05/06/2021 4:21:02PM

Voucher List
Village of Tinley Park

Page: 4

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>
192075	5/7/2021	003396 003396 CASE LOTS INC	(Continued)		Total :	921.70
192076	5/7/2021	003243 CDW GOVERNMENT INC	5458539		APC SUX 1KVA RT LCD 120V TAA 60-00-000-72528 63-00-000-72528	322.08 322.08 Total : 644.16
192077	5/7/2021	013498 CELLEBRITE USA	INVUS229113		A-SOW-11-003 UFED 4PC ULTIMATE 01-17-225-72655	4,300.00 Total : 4,300.00
192078	5/7/2021	015199 CHICAGO PARTS & SOUND LLC	2J0002995 2J0003002	VTP-018371	REPLACE TIMER FOR SOCKING ST 01-17-205-72540 INSTALL LIGHTBAR & ACCESSORIE 01-21-000-72540	139.50 2,985.00 Total : 3,124.50
192079	5/7/2021	017349 CHICAGO STREET CCDD, LLC	20362		DUMP FEE 4/19,4/21,4/22 01-26-023-72890	630.00 Total : 630.00
192080	5/7/2021	013820 CINTAS CORPORATION	4083126270		MATS-PW 01-26-025-72790	185.64 Total : 185.64
192081	5/7/2021	013878 COMED - COMMONWEALTH EDISON	0021100130 0021100130 0363058226 0369095018 0522112018 1222218001 1224165129		ACCT#0021100130 RT/23 17529 66T 01-26-024-72510 ACCT#0021100130 RT/23 17529 66T 01-26-024-72510 ACCT#0363058226 9340 W 179TH S 01-26-024-72510 ACCT#0369095018 6761 N ST 3/23/ 01-26-024-72510 ACCT#0522112018 17048 OPA 3/23/ 01-26-024-72510 ACCT#1222218001 1 E OAK PK NOF 70-00-000-72510 ACCT#1224165129 7053 W 183RD S	39.02 74.48 91.99 316.20 32.57 67.18

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192081	5/7/2021	013878	COMED - COMMONWEALTH EDISON	(Continued)		
					01-26-024-72510	214.02
					2587063010 ACCT#2587063010 17311 OPA 3/23/12-00-000-72510	20.19
					2761036017 ACCT#2671036017 8317 AMBERLY 01-26-024-72510	46.79
					2777112019 ACCT#2777112019 175TH & SANDL 01-26-023-72510	85.66
					3214011009 ACCT#3214011009 16853 LAKEWO 64-00-000-72510	197.17
					3784064010 ACCT#3784064010 16301 CENTRAL 60-00-000-72510	116.65
					63-00-000-72510	116.65
					4329016037 ACCT#4329016037 17238 OPA 3/23/12-00-000-72510	25.05
					6483053261 ACCT#6483053261 17495 S LAGRA 01-26-023-72510	25.05
					7063131025 ACCT#7063131025 7813 174TH ST 64-00-000-72510	34.78
					7090006006 ACCT#7090006006 17231 OPA 3/23/12-00-000-72510	20.19
					7398024011 ACCT#7398024011 7000 W 183RD 01-26-024-72510	50.21
					8363023007 ACCT#8363023007 179TH & 82ND A 60-00-000-72510	106.75
					63-00-000-72510	106.75
					Total :	1,787.35
192082	5/7/2021	018234	CORE & MAIN LP	N879264	PLUMBING SUPPLIES	
					VTP-018290 60-00-000-73630	58.59
					VTP-018290 63-00-000-73630	6.51
					VTP-018290 64-00-000-73630	27.90
					VTP-018290 60-00-000-73630	132.30
					VTP-018290 63-00-000-73630	14.70
					VTP-018290 64-00-000-73630	63.00
				O079019	4 PVC SDR26 HW SWR PIPE 60-00-000-73630	17.02

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192082	5/7/2021	018234 CORE & MAIN LP	(Continued)		63-00-000-73630	1.89
					64-00-000-73630	8.11
			O095978	VTP-018369	HYDRANT METERS	
				VTP-018369	60-00-000-74175	131.60
			O112995	VTP-018369	64-00-000-74175	56.40
					HYDRANT METERS	
				VTP-018369	60-00-000-74175	977.71
				VTP-018369	64-00-000-74175	419.02
			O11995		HYDRANT METERS	
				VTP-018369	60-00-000-74175	977.71
				VTP-018369	64-00-000-74175	419.02
					Total :	3,311.48
192083	5/7/2021	003635 CROSSMARK PRINTING, INC	82335		LETTERHEAD	
					01-14-000-72310	545.07
			82345		LETTERHEAD FOR FD	
					01-19-000-72310	417.47
			82371		BUSINESS CARDS C.ZEMAITIS	
					01-26-023-72310	18.33
					60-00-000-72310	12.83
					64-00-000-72310	5.49
					Total :	999.19
192084	5/7/2021	018379 DM INDUSTRIAL JANITORIAL SERV	6421	VTP-018276	CLEANING SERVICES FOR THE PC	
					01-26-025-72790	3,300.00
					Total :	3,300.00
192085	5/7/2021	018889 DROP'S VENDING INC	042321		SODA MACHINE SERVICE CALL	
					01-26-025-72530	195.00
					Total :	195.00
192086	5/7/2021	018996 ECOVOLT POWER CORP	INV6272		ECO-65 12V AUTOMOTIVE ECOSM/	
					01-17-205-72540	75.00
					Total :	75.00
192087	5/7/2021	010486 EMLING CANVAS PRODUCTS	041921		STAGE RENTAL FOR 6/26 MUSIC IN	

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192087	5/7/2021	010486 EMLING CANVAS PRODUCTS	(Continued)	VTP-018388	01-35-000-72923	1,750.00
Total :						1,750.00
192088	5/7/2021	019561 ENDLESS COMMUNICATIONS USA LLC	DG-1195		PUSH TO TALK LTE DATA RADIO SV 01-42-000-72540	45.83
Total :						45.83
192089	5/7/2021	004119 ETP LABS INC.	21-135168		COLIFORM SAMPLES 60-00-000-72865 63-00-000-72865	400.40 171.60
Total :						572.00
192090	5/7/2021	015058 FLEETPRIDE	72810054		LUBE,FILTER 01-26-023-72540 60-00-000-72540 63-00-000-72540 64-00-000-72540	105.22 55.25 18.42 31.56
			72981790		RAIN CAP 01-26-023-72540 60-00-000-72540 63-00-000-72540 64-00-000-72540	14.34 7.52 2.51 4.30
			72995593		FILTER,SYNTHERIC MEDIA CAB AIF 60-00-000-72540 63-00-000-72540 64-00-000-72540	11.57 3.86 6.60
Total :						261.15
192091	5/7/2021	012941 FMP	52-484213		VAPOR CANISTER 01-21-000-72540	31.28
Total :						31.28
192092	5/7/2021	011132 FORCE ENTERPRISES	052403		VILLAGE ENVELOPES 01-14-000-72310	169.00
			052418		POP UP BANNER FOR VILLAGE OF 01-35-000-73870	73.55

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192092	5/7/2021	011132 011132 FORCE ENTERPRISES			(Continued)	Total : 242.55
192093	5/7/2021	004346 FRAME TECH, INC.	36970		WHEEL ALIGN 01-17-205-72540	55.00 Total : 55.00
192094	5/7/2021	019667 FROSTED DONUTS INC	042921		DONUTS FOR L.ENRIGHT LAST DA' 01-26-023-73115	100.00 Total : 100.00
192095	5/7/2021	020076 GALLAGHER BENEFIT SERVICES INC	202129146		2021 HANDBOOK REVIEW - CONSL 01-14-000-72790	2,420.00 Total : 2,420.00
192096	5/7/2021	019349 GARVEY'S OFFICE PRODUCTS	PINV2073202 PINV2073480		MOUSE PAD,APPT BOOK,ORGANIZ 01-19-000-73110 ORGANIZER AND LINERS 01-19-000-73110	119.56 87.42 Total : 206.98
192097	5/7/2021	004438 GRAINGER	9881056163		DRAIN CLEANING CABLE 01-26-025-73410	59.88 Total : 59.88
192098	5/7/2021	018386 HILLARD HEINTZE LLC	INV-3540945		FITNESS FOR DUTY EVALUATION 01-17-205-72446	100.00 Total : 100.00
192099	5/7/2021	012328 HOMER INDUSTRIES	S159382		DROP CHARGE - CHIPS/LOGS 01-26-023-72890	50.00 Total : 50.00
192100	5/7/2021	001487 HOMEWOOD DISPOSAL SERVICE	737211		HWD TSF SWEEPING TONS 4/26/21 01-26-023-72890	2,126.00 Total : 2,126.00
192101	5/7/2021	005161 IL TACTICAL OFFICERS ASSN	00733		D.DEMARCHI ASSAULT COUNTER 01-17-220-72140	715.00

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192101	5/7/2021	005161 IL TACTICAL OFFICERS ASSN	(Continued) 00734		V.VANSCHOUWEN ASSAULT COU 01-17-220-72140	715.00
Total :						1,430.00
192102	5/7/2021	005186 INTERSTATE BATTERY SYSTEM	298969		31 MHD AND M-65HC BATTERY 01-26-023-72540	235.90
					01-26-024-72540	94.95
					01-17-205-72540	94.95
			298997		SP70 01-21-000-72540	79.95
Total :						505.75
192103	5/7/2021	007222 J.C.SCHULTZ ENTERPRISES	0000480451		FLAGS 01-26-025-73112	495.68
Total :						495.68
192104	5/7/2021	016616 KURTZ AMBULANCE SERVICE INC.	10733		EMS SERVICE AGREEMENT 4/1-4/3 01-21-000-72856	39,690.33
Total :						39,690.33
192105	5/7/2021	005617 LANDHEIM TRAINING CENTER	79537		BOARDING FOR YAMBO 3/23/21-4/2 01-17-220-72240	415.00
Total :						415.00
192106	5/7/2021	019379 MACQUEEN EMERGENCY GROUP	W00796		ENFORCER PUMPERS AND WINDC 01-19-000-72540	932.84
Total :						932.84
192107	5/7/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-102036		FULL SYN 5W30 OIL 01-21-000-72540	71.88
			15030-102062		MINI BULB 01-17-205-72540	3.50
			15030-102120		OIL AND FUEL FILTER 01-21-000-72540	17.25
			15030-102243		HUB BEARING 01-17-205-72540	315.02

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192107	5/7/2021	012631	012631 MASTER AUTO SUPPLY, LTD.		(Continued)	Total : 407.65
192108	5/7/2021	005645	MEADE ELECTRIC COMPANY INC.	696041	#2 TRAFFIC SIGNAL MONTHLY MA 01-26-024-72775	495.00
					Total :	495.00
192109	5/7/2021	006074	MENARDS	02242	ANGLE GRINDER, HYBRID AIR HOS 60-00-000-73630 63-00-000-73630 64-00-000-73630 60-00-000-73410 63-00-000-73410 64-00-000-73410	19.81 2.20 9.43 49.01 5.45 23.33
			04494	VTP-018373	CRAFTSMAN PORTABLE GENERAT 01-21-000-72530	899.00
			04503		FOLD IN HALF TABLE 01-21-000-73110	69.96
			2181		DAWN, CLOROX, MOP HEAD 01-26-025-73580	84.50
			2191		FLIPTOGGLE 01-26-025-73570	9.98
			2302		120QT CLEAR TOTE 01-26-024-73870 01-26-023-73870 60-00-000-73870 63-00-000-73870 64-00-000-73870	2.59 5.19 1.82 1.82 1.55
			3379		RS EFFLORESCENCE REMOVER, N 01-26-023-73550	161.50
			3383		KNOB 01-26-023-73840	2.63
			4039		WOOD STAKES 60-00-000-73840 63-00-000-73840 64-00-000-73840	16.73 5.58 9.56
			4047		WATER 01-19-000-72220	2.56

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192109	5/7/2021	006074 MENARDS	(Continued)			
			4049		SINK REPAIR TOOLS 01-26-025-72520	11.98
			4088		FOLDING RESIN CHAIRS 01-35-000-72954	299.70
			4140		TIDE,SELFLOCK TAPE,PLASTIC FO 01-26-025-73115	4.92
			4189		01-26-025-73580 9PK HEAVY DUTY SPONGES 01-26-025-73580	26.07 31.16
			4230		POLY POST MOUNT STND 01-26-023-73840	9.89
			4245		10X20 CANOPY RETURN 01-35-000-73870	-177.99
			4247		2X4 LED FLAT FLSH CCT 01-26-025-73570	1,039.76
			4390		AIR TEST GUAGE AND 3/4MIPX1/2F 01-26-025-73410	17.78
			4434		MOP AND HANDLE 01-26-025-73580	56.93
			4500		METAL SPRING CLAMP AND ROOFI 01-19-000-72140	50.93
			4513		LOCK NUT, WASHER 01-26-023-73840	44.92
			4546		TARP STRAP AND BUNGEE CORD 01-26-023-73410	10.90
			4555		VINYL TUBING 01-26-025-72530	9.98
			4557		VINYL TUBING,COUPLINGS,ELBOW 01-26-023-73680	148.66
			4558		WOOD - STUD/SELECT BOARD FOI 01-26-023-73840	441.66
			4559		FIN NAIL,EXT PAINT,SELECT BOAR 01-26-023-73840	173.83
			4600		4 SHELF UNIT AND SALT/PEPPER S 01-26-024-73870	30.00
					01-26-024-73115	1.48

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192109	5/7/2021	006074 MENARDS	(Continued)		01-26-023-73870	59.99
					01-26-023-73115	2.96
					60-00-000-73870	21.00
					63-00-000-73870	21.00
					64-00-000-73870	17.99
					60-00-000-73115	2.07
					64-00-000-73115	0.89
			4617		MNTG TAPE AND GORILLA GLUE	
					01-26-025-72520	10.33
					Total :	3,752.99
192110	5/7/2021	015432 MICROFILM EQUIP.& SUPPL, INC.	04302021		MICROFICHE SCANNER	
				VTP-018380	01-16-000-74128	4,995.00
					Total :	4,995.00
192111	5/7/2021	017900 MIDWEST PAVING EQUIPMENT, INC	2039		.75 NOZZLE	
					01-26-023-72530	55.00
					Total :	55.00
192112	5/7/2021	019316 MINUTEMAN SECURITY	53984		ALPR - PHASE 2	
				VTP-018282	30-00-000-74604	137,162.80
					Total :	137,162.80
192113	5/7/2021	005729 MR. RADIATOR & AIR COND SERV	044530		NEW GAS TANK - PD	
					01-17-205-72540	195.00
					Total :	195.00
192114	5/7/2021	017651 MSC INDUSTRIAL SUPPLY CO.	82322683		NORTON B&P GRND WHLS A/O	
					01-26-024-73410	12.15
					01-26-023-73410	24.30
					60-00-000-73410	15.31
					63-00-000-73410	1.70
					64-00-000-73410	7.29
					Total :	60.75
192115	5/7/2021	015386 MUNICIPAL GIS PARTNERS, INC	5865		APRIL'21 GIS STAFFING	

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192115	5/7/2021	015386 MUNICIPAL GIS PARTNERS, INC	(Continued)		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
					Total :	11,281.17
192116	5/7/2021	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-4-21		CONSULTING SVC CIMP FOR VTP /	
					30-00-000-75812	23,164.95
					30-00-000-74150	420.00
					11-00-000-72750	6,751.50
					Total :	30,336.45
192117	5/7/2021	014443 MURPHY & MILLER, INC	JC1430		UNIT HEATER REPLACEMENT - TR	
				VTP-018352	01-26-025-72520	7,355.00
			SVC00031808		ANNEX THERMOSTAT REWORK	
				VTP-018363	01-26-025-72520	1,979.00
					Total :	9,334.00
192118	5/7/2021	015723 NICOR	01981510009		ACCT#01981510009 METER 396896	
					01-26-025-72511	170.42
			06821610000		ACCT#06821610000 METER276933:	
					60-00-000-72511	59.72
					63-00-000-72511	59.72
					64-00-000-72511	51.20
			53463710003		ACCT#53463710003 METER 291221	
					01-26-025-72511	68.90
			54072310003		ACCT#54072310003 METER#43533	
					01-26-025-72511	1,091.30
			73675410002		ACCT#73675410002 METER 35613C	
					01-26-025-72511	1,417.09
			74433410003		ACCT#74433410003 METER#357451	
					01-26-025-72511	39.39
			83523710008		ACCT#83523710008 METER 30262C	
					01-26-025-72511	913.05
			96019958527		ACCT#96019958527 METER 458266	
					01-26-025-72511	45.66

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192118	5/7/2021	015723	015723 NICOR		(Continued)	Total : 3,916.45
192119	5/7/2021	006178	NORMAN'S		SEW PATCH	
			41774		01-19-000-72974	5.00
			41821		REPLACE STARS	
			41943		01-19-000-72974	8.00
			41943		REPLACE STARS	
			41967		01-19-000-72974	4.00
			41967		REPLACE STARS	
			41983		01-19-000-72974	4.00
			41983		REPLACE STAR PATCH	
			42011		01-19-000-72974	4.00
			42011		SEWING PATCH	
			42024		01-19-000-72974	4.00
			42024		SEW STARS	
			42305		01-19-000-72974	12.25
			42305		SEW STARS	
					01-19-000-72974	4.00
					Total :	45.25
192120	5/7/2021	006221	NORTHERN SAFETY CO. INC.		WASP AND HORNET SPRAY	
			904390158		01-26-023-73845	210.24
					Total :	210.24
192121	5/7/2021	010135	ONSITE COMMUNICATIONS USA, INC		MICROWAVE HOP FOR BANK	
			51096	VTP-018384	30-00-000-75812	11,520.00
			51097	VTP-018385	MICROWAVE HOP FOR STATION 3	
			51101	VTP-018385	30-00-000-75812	11,520.00
					ANTENNA AND INSTALLATION	
					60-00-000-72520	180.00
					63-00-000-72520	180.00
					60-00-000-72520	71.25
					63-00-000-72520	71.25
					Total :	23,542.50
192122	5/7/2021	006494	P.F. PETTIBONE & CO.		BLACK MINUTE BOOK COVER,GOL	
			180337		01-13-000-73110	231.95

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192122	5/7/2021	006494 006494 P.F. PETTIBONE & CO.	(Continued)			Total : 231.95
192123	5/7/2021	013096 PACE SYSTEMS INC	IN00036245	VTP-018353	OAK PARK AVE TRAIN STATION WA 01-26-025-72520	3,545.00 Total : 3,545.00
192124	5/7/2021	012406 PALL, SUSAN	050421		REIMBURSEMENT FOR WALL OF M 01-35-000-73870	15.97 Total : 15.97
192125	5/7/2021	006475 PARK ACE HARDWARE	005487/3		ACCT#891432 INV005487/3 BRUSH 01-26-023-73410	55.31
			065585/1		ACCT#891432 INV 065585/1 ROUGH 01-26-023-73410	35.99
			065587/1		ACCT#89143 INV#065587/1 TAP CAI 01-26-025-73410	3.67
			065601/1		SPRAY PAINT BLACK FLAT 01-26-023-73840	6.38
			065613/1		ACCT#891432 INV065613/1 FREEZE 01-26-023-73410	123.98
			065618/1		ACCT#89143 INV065618/1 GRILLBR 01-26-024-73870	2.88
					01-26-023-73870	5.75
					60-00-000-73870	2.01
					63-00-000-73870	2.01
					64-00-000-73870	1.73
			89143		ACCT#89143 INV#065593/1 LED BU 01-26-024-73870	1.28
					01-26-023-73870	2.55
					70-00-000-73570	18.39
					60-00-000-73870	0.89
					63-00-000-73870	0.89
					64-00-000-73870	0.77
			891433		ACCT#891433 INV 065606/1 GFCI S 70-00-000-73570	15.99
						Total : 280.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192126	5/7/2021	020077 PERKINS, JOHN	Ref001404909		UB Refund Cst #00495443 60-00-000-20599	125.96 Total : 125.96
192127	5/7/2021	006507 POSTMASTER, U. S. POST OFFICE	043021		MAY'21 WATER BILLS 60-00-000-72110 64-00-000-72110	1,850.65 793.14 Total : 2,643.79
192128	5/7/2021	006559 PRAXAIR DISTRIBUTION, INC	63165633		ACETYLENE 3/20-4/20/21 01-26-024-73730 01-26-023-73730 60-00-000-73730 63-00-000-73730 64-00-000-73730	48.02 96.03 33.61 33.61 28.81 Total : 240.08
192129	5/7/2021	006361 RAY O' HERRON CO INC	2109778-IN 2110181-IN	VTP-018344	UNIFORMS-SHIRTS,PANTS,HAT,NA 01-17-205-73610 5439 - O.C. 360 DEF-TECH MK-3 01-17-220-73760	374.76 1,000.00 Total : 1,374.76
192130	5/7/2021	006870 RELIABLE FIRE EQUIPMENT	41993		SERVICE FOR FIRE EXTINGUISHER 01-19-000-72535	578.25 Total : 578.25
192131	5/7/2021	015230 RIDGE LANDSCAPE SERVICES LLC	7646 7659	VTP-018307 VTP-018386 VTP-018386 VTP-018386	MOWING 4/11-17,4/18-24,4/25-5/1 01-26-023-72881 LAWN RESTORATIONS 60-00-000-72881 63-00-000-72881 64-00-000-72881	24,086.34 2,299.50 2,299.50 1,971.00 Total : 30,656.34
192132	5/7/2021	006874 ROBINSON ENGINEERING CO. LTD.	21040294		21-R0315 TP 174TH ST. RECONSTR 27-00-000-75806	7,600.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192132	5/7/2021	006874	006874		ROBINSON ENGINEERING CO. LTD. (Continued)	Total : 7,600.00
192133	5/7/2021	006922		043021	AVA'S RETIREMENT LUNCH 01-15-000-72220	174.96 Total : 174.96
192134	5/7/2021	016334		3023268635	INJECTOR 01-26-023-72540	517.20 Total : 517.20
192135	5/7/2021	007629		042521	TV AND MOUNTS FOR FD# 46 01-19-000-72524	1,765.95
				042721	SODA,CUTLERY,PLATES,NAPKINS, 01-14-000-73110	191.67
					01-26-023-73115	28.24
					01-26-023-73110	22.38
					01-26-024-73115	13.40
					01-26-024-73110	11.19
					60-00-000-73110	14.09
					63-00-000-73110	1.57
					64-00-000-73110	6.72
					60-00-000-73115	19.77
					64-00-000-73115	9.18
				043021	COFFEE,WATER,SODA FOR VENDI 01-26-023-73115	55.06
					01-14-000-73115	21.58
					01-26-025-73580	82.04
					01-26-024-73115	27.52
					60-00-000-73115	38.54
					64-00-000-73115	16.52
				050421	BOUNTY,LYSOL,NAPKINS,WATER,C 01-26-024-73115	11.48
					01-26-023-73115	22.97
					01-26-025-73580	36.94
					60-00-000-73115	16.06
					64-00-000-73115	6.91

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
192135	5/7/2021	007629 007629 SAM'S CLUB DIRECT	(Continued)			Total : 2,419.78
192136	5/7/2021	007092 SAUNORIS	646936		TOP SOIL 01-26-023-73680	35.00
			648207		PLAY SAND 01-26-023-73770	90.24
			648966		TOP SOIL 01-26-023-73680	35.00
			649708		SOD 01-26-023-73680	24.00
					Total :	184.24
192137	5/7/2021	007346 SCHMECKPEPER, GREGORY	042721		PER DIEM LUNCH 4/28/21 BERETTA 01-17-220-72140	15.00
					Total :	15.00
192138	5/7/2021	007273 SERTOMA SPEECH & HEARING	33654		MOBILE UNIT HEARING TESTING - 01-14-000-72985	1,593.00
					Total :	1,593.00
192139	5/7/2021	019814 SHI INTERNATIONAL CORP	B13400674	VTP-018383	MCAFFEE MVISION ANTIVIRUS 01-16-000-72655	3,826.50
					Total :	3,826.50
192140	5/7/2021	007109 SIRCHIE FINGER PRINT LABS	0493067-IN	VTP-018354	GUN EVIDENCE BOXES 14 3/4 INCH 01-17-225-73550	479.33
					Total :	479.33
192141	5/7/2021	012238 STAPLES BUSINESS ADVANTAGE	3475415956	VTP-018324	SHREDDER 01-21-210-73110	1,000.93
					Total :	1,000.93
192142	5/7/2021	015452 STEINER ELECTRIC COMPANY	S006882513.001		BUTT SPLICES 01-26-024-73570	64.10
					Total :	64.10
192143	5/7/2021	011162 STOINER, JASON	050421		PER DIEM 5 DAYS, LODGING, AND 01-17-220-72140	683.85

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192143	5/7/2021	011162 011162 STAINER, JASON			(Continued)	Total : 683.85
192144	5/7/2021	007438 SUB TRAILER HITCH, INC.	733704		HITCH AND F-4 WIRE 01-17-220-72530	300.00 Total : 300.00
192145	5/7/2021	007297 SUTTON FORD INC./FLEET SALES	526948		LAMP ASY REAR 01-21-000-72540	108.64
			527064		COVER WHEEL 01-17-205-72540	63.84
			527148		SOCKET AND WIRE ASY 01-17-205-72540	292.61
					Total :	465.09
192146	5/7/2021	018724 THE LOCKER SHOP	84252		COOLMAX S/S PERFORMANCE PO 01-19-000-73610	72.00
			85621		SHORT 01-19-000-73610	38.00
			85846		KNIT CAP,CARGO PANT, LONG SLE 01-19-000-73610	188.00
			85870		SHORT, TSHIRTS 01-19-000-73610	104.00
			85924		MESH CAP AND DIAMOND QUILT J/ 01-19-000-73610	227.00
			86133		SWEAT PANTS, AND PANT 01-19-000-73610	71.00
			86144		CARGO SHORTS AND SHORTS 01-19-000-73610	81.00
			86755		BOOTS 01-19-000-73610	119.00
			86756		TSHIRT,SWEATPANTS,OXFORD 01-19-000-73610	152.00
			86757		SHORTS AND LEATHER BELT 01-19-000-73610	160.00
					Total :	1,212.00
192147	5/7/2021	014510 TRUGREEN	136895158		LAWN TREATMENT RIDGLAND AVE	

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192147	5/7/2021	014510 TRUGREEN	(Continued)			
			136910848	VTP-018310	01-26-023-72881 LAWN TREATMENT- 8430 168TH ST	40.00
				VTP-018310	01-26-023-72881	40.00
Total :						80.00
192148	5/7/2021	002165 ULINE, INC	133288161		STEEL PUSH CART 01-17-205-73600	147.29
Total :						147.29
192149	5/7/2021	008040 UNDERGROUND PIPE & VALVE CO	047571		PLASTIC ARCH PATTERN AND 1/4"U 63-00-000-73630 64-00-000-73630 60-00-000-73630	37.52 160.80 337.68
Total :						536.00
192150	5/7/2021	017414 US DIGITAL DESIGNS, INC	9966		G2 FSA ANNUAL SVC MAINT AGREI 01-19-000-72750	16,624.70
Total :						16,624.70
192151	5/7/2021	011416 VERIZON WIRELESS	9878204696		ACCT#442345192-00001 WATER RE 60-00-000-72127 63-00-000-72127 64-00-000-72127	31.94 31.95 27.36
Total :						91.25
192152	5/7/2021	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 4/1/21-5/1/21 60-00-000-73220 63-00-000-73220 2006 GO BONDS & 2011A GO BOND 60-00-000-73223 60-00-000-73222	606,110.47 559,486.58 26,797.37 10,012.27
Total :						1,202,406.69
192153	5/7/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4924288-0		TONER 60-00-000-73110 63-00-000-73110	40.81 4.54

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192153	5/7/2021	010165	WAREHOUSE DIRECT WORKPL SOLTNS (Continued)			
					64-00-000-73110	19.43
					4935541-0 FORM,AUTO REP QD 50PK	
					01-17-205-73110	192.00
					4944872-0 STICKY NOTES AND TAPE	
					01-26-024-73110	13.94
					01-26-023-73110	27.87
					60-00-000-73110	17.56
					63-00-000-73110	1.95
					64-00-000-73110	8.36
					4944948-0 MARKER CLEANER	
					01-26-024-73110	3.11
					60-00-000-73110	3.92
					63-00-000-73110	0.45
					64-00-000-73110	1.85
					01-26-023-73110	6.22
					4945665-0 CLASS WIPES CLEANER	
					01-26-025-73580	21.03
					4946393-0 TONER	
					01-26-023-73110	17.46
					01-26-024-73110	8.74
					60-00-000-73110	11.00
					63-00-000-73110	1.22
					64-00-000-73110	5.24
					C4924288-0 TONER CREDIT	
					60-00-000-73110	-40.81
					63-00-000-73110	-4.53
					64-00-000-73110	-19.44
					Total :	341.92
192154	5/7/2021	011055	WARREN OIL CO.	CM W1381188 W1381189	CM W1381188 W1381189 FOR PERI	
					01-17-205-73530	-82.58
					01-19-000-73530	-3.62
					01-19-020-73530	-0.65
					01-21-000-73530	-4.72
					60-00-000-73530	-7.64
					63-00-000-73530	-1.91

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192154	5/7/2021	011055 WARREN OIL CO.	(Continued)			
					64-00-000-73530	-4.09
					01-26-023-73530	-9.29
					01-33-300-73530	-0.73
					01-26-024-73530	-4.70
					01-12-000-73530	-1.02
					01-14-000-73532	-0.27
					01-14-000-73531	-7.17
					14-00-000-73530	-0.44
					01-42-000-73530	-2.79
			W1386477		N.L. GAS USED 4/3/21-4/27/21	
					01-17-205-73530	9,624.89
					01-19-000-73530	466.24
					01-19-020-73530	81.68
					01-21-000-73530	592.34
					60-00-000-73530	571.73
					63-00-000-73530	142.93
					64-00-000-73530	306.29
					01-26-023-73530	1,463.51
					01-26-024-73530	330.96
					01-33-300-73530	167.96
					01-12-000-73530	166.85
					01-14-000-73532	20.19
					01-14-000-73531	899.80
					14-00-000-73530	35.24
					01-42-000-73530	298.85
			W1386478		DIESEL FUEL USED 4/3/21-4/27/21	
					01-19-000-73545	1,678.35
					60-00-000-73545	252.37
					63-00-000-73545	63.09
					64-00-000-73545	135.20
					01-26-023-73545	1,594.45
					01-26-024-73545	348.49
					01-14-000-73531	2,470.30
					Total :	21,580.09
192155	5/7/2021	012677 WELLS FARGO CORP. TRUST SERV.	TIN309GOR		TIN309GOR PRINCIPAL & INTERES`	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
192155	5/7/2021	012677	WELLS FARGO CORP. TRUST SERV.	(Continued)		
					01-96-000-98040	12,467.90
					60-00-000-96139	4,227.75
					63-00-000-96139	815.88
					64-00-000-96139	2,373.47
					33-00-000-98045	2,050.00
			TINL613GO		TINL613GO PRINCIPAL & INTERES	
					27-00-000-96140	2,087.05
					33-00-000-96140	83,276.03
					41-00-000-96140	77,730.00
					64-00-000-96140	27,759.33
					65-00-000-96140	3,472.59
			TINL811GOR		TIN811GOR PRINCIPAL & INTERES	
					33-00-000-98043	5,765.74
					38-00-000-96100	19,634.26
					Total :	241,660.00

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Bank total : 1,964,967.77

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3127	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	293.79
					Total :	293.79
3128	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	293.79
					Total :	293.79
3129	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-2	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	293.79
					Total :	293.79
3130	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-3	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	293.79
					Total :	293.79
3131	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	200803W006-4	PAYEE-ALIGN NETWORKS INC 01-14-000-72542	293.79
					Total :	293.79
3132	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-EXPERT PAIN PHYSICIANS 01-14-000-72542	125.47
					Total :	125.47
3133	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-2	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	188.45
					Total :	188.45
3134	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	179.84
					Total :	179.84
3135	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025-2	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	81.66
					Total :	81.66
3136	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR	201119W024	PAYEE-PARKVIEW ORTHOPAEDIC () 01-14-000-72542	93.82

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3136	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR (Continued)		70-00-000-72542	93.81
					Total :	187.63
3137	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-2		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	53.17
					70-00-000-72542	53.16
					Total :	106.33
3138	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-3		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	130.81
					70-00-000-72542	130.80
					Total :	261.61
3139	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-4		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	130.81
					70-00-000-72542	130.80
					Total :	261.61
3140	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-5		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	86.35
					70-00-000-72542	86.34
					Total :	172.69
3141	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-6		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	111.44
					70-00-000-72542	111.44
					Total :	222.88
3142	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-7		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	111.44
					70-00-000-72542	111.44
					Total :	222.88
3143	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 201119W024-8		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	111.44
					70-00-000-72542	111.44

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3143	5/5/2021	018837	018837 INSURANCE PROGRAM MANAGERS (Continued)			Total : 222.88
3144	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201119W024-9		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	111.44
					70-00-000-72542	111.44
					Total :	222.88
3145	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201119W024-10		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	111.44
					70-00-000-72542	111.44
					Total :	222.88
3146	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201119W024-11		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	130.81
					70-00-000-72542	130.80
					Total :	261.61
3147	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201119W024-12		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	130.81
					70-00-000-72542	130.80
					Total :	261.61
3148	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201119W024-13		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	111.44
					70-00-000-72542	111.44
					Total :	222.88
3149	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201119W024-14		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	111.44
					70-00-000-72542	111.44
					Total :	222.88
3150	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201119W024-15		PAYEE-PARKVIEW ORTHOPAEDIC (
					01-14-000-72542	130.81
					70-00-000-72542	130.80
					Total :	261.61
3151	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GRI 210323W028		PAYEE-VILLAGE OF TINLEY PARK	

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3151	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR (Continued)		01-14-000-72542	1,745.66	
					Total :	1,745.66	
3152	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52	
					Total :	1,704.52	
3153	5/5/2021	018837	INSURANCE PROGRAM MANAGERS GR 20113 2008 20111 *		PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542 70-00-000-72542 01-14-000-72542	1,549.97 1,358.48 145.58	
					Total :	3,054.03	
27 Vouchers for bank code : ipmq						Bank total :	11,883.44
122 Vouchers in this report						Total vouchers :	1,979,371.21

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	Date	Vendor	Invoice	PO #	Description/Account	Amount
192156	5/14/2021	011466 ALBERTSONS/SAFEWAY	051221		VINEGAR,SOYSAUCE	
					60-00-000-73115	19.29
					64-00-000-73115	8.27
					01-26-023-73115	27.55
					01-26-024-73115	13.78
					Total :	68.89
192157	5/14/2021	002628 AMERICAN WATER	4000213134		MAY'21 FLAT MONTHLY FEE	
					64-00-000-73225	455.67
					Total :	455.67
192158	5/14/2021	020071 AMSIVE LLC	545651		MAY 1ST 2021 WATER BILLS	
					60-00-000-72310	1,187.91
					64-00-000-72310	509.10
					Total :	1,697.01
192159	5/14/2021	019072 ASFPM	050621		CFM RENEWAL COLBY ZEMAITIS	
					01-26-023-72720	25.00
					60-00-000-72720	14.70
					63-00-000-72720	2.80
					64-00-000-72720	7.50
					Total :	50.00
192160	5/14/2021	003166 B & J TOWING AND AUTO REPAIR	18519		SAFETY INSPECTION	
					01-26-023-72266	221.00
					60-00-000-72266	9.80
					63-00-000-72266	9.80
					64-00-000-72266	8.40
					01-42-000-72266	28.00
					Total :	277.00
192161	5/14/2021	010953 BATTERIES PLUS - 277	P39454217		SLA12-8F BATTERY	
					14-00-000-74150	140.00
					Total :	140.00
192162	5/14/2021	002974 BETTENHAUSEN CONSTRUCTION SERV	210062		TRUCK TIME HAULING SPOILS TO I	

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192162	5/14/2021	002974	BETTENHAUSEN CONSTRUCTION SERV (Continued)			
					01-26-023-72890	225.00
					60-00-000-73681	330.75
					63-00-000-73681	36.75
					64-00-000-73681	157.50
			210063		TRUCK TIME FOR HAULING STONE	
					01-26-023-73860	225.00
					70-00-000-73860	75.00
					60-00-000-73860	283.50
					63-00-000-73860	31.50
					64-00-000-73860	135.00
			210064		TRUCK TIME FOR HAULING SPOILS	
					01-26-023-72890	45.00
					60-00-000-73681	66.15
					63-00-000-73681	7.35
					64-00-000-73681	31.50
			210065		TRUCK TIME TO HAL WOOD CHIPS	
					01-26-023-72890	165.00
					60-00-000-73681	242.55
					63-00-000-73681	26.95
					64-00-000-73681	115.50
					Total :	2,200.00
192163	5/14/2021	016817	BEVERLY SNOW AND ICE INC	52201	SNOW EVENT 1/3/21 4AM MULTIPI	
					01-26-023-72785	810.00
					70-00-000-72740	272.50
					01-26-023-72785	557.50
					70-00-000-72740	600.00
					01-26-023-72785	1,840.00
			52202		SNOW EVENT 1/15/21 10AM MULT	
					01-26-023-72785	1,390.00
					70-00-000-72740	272.50
					01-26-023-72785	557.50
					70-00-000-72740	600.00
					01-26-023-72785	1,260.00
			52203		SNOW EVENT DATE 1/27/21 6PM I	
					01-26-023-72785	1,390.00

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192163	5/14/2021	016817 BEVERLY SNOW AND ICE INC	(Continued)			
					70-00-000-72740	272.50
					01-26-023-72785	557.50
					70-00-000-72740	600.00
					01-26-023-72785	1,260.00
			52204		SNOW EVENT 2/18/21 4AM MULTIF	
					01-26-023-72785	810.00
					70-00-000-72740	272.50
					01-26-023-72785	557.50
					70-00-000-72740	600.00
					01-26-023-72785	1,840.00
			52205		SNOW EVENT DATE 2/6/21 5AM M	
					01-26-023-72785	2,150.00
					70-00-000-72740	447.50
					01-26-023-72785	822.50
					70-00-000-72740	1,800.00
					01-26-023-72785	3,070.00
					Total :	24,610.00
192164	5/14/2021	018860 BIG STATE INDUSTRIAL SUPPLYINC	1436322		GLOVES	
					01-26-024-73620	35.92
					01-26-023-73620	71.86
					60-00-000-73620	25.15
					63-00-000-73620	25.15
					64-00-000-73620	21.56
					Total :	179.64
192165	5/14/2021	002923 BLACK DIRT INC.	274		PULVERIZED DIRT - 4 WHEELER	
					01-26-023-73680	120.00
					Total :	120.00
192166	5/14/2021	012966 BOLING, THOMAS	04-21		SHAREPOINT MONTHLY MAINT 4/1-	
					01-16-000-72650	1,012.50
					Total :	1,012.50
192167	5/14/2021	014148 CALL ONE	405416		VILLAGE LANDLINE PHONE SERV	
					01-19-000-72120	2,994.33

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192167	5/14/2021	014148 CALL ONE	(Continued)			
					60-00-000-72120	3,978.57
					63-00-000-72120	442.06
					64-00-000-72120	1,894.56
					01-17-205-72120	2,315.35
					01-12-000-72120	131.50
					01-14-000-72120	620.00
					01-11-000-72120	4.34
					01-12-000-72120	9.98
					01-17-205-72120	9.98
					01-19-000-72120	2.17
					01-26-023-72120	2.61
					01-26-024-72120	2.61
					01-33-000-72120	11.72
					01-12-000-72120	51.28
					01-14-000-72120	160.26
					01-15-000-72120	32.05
					01-17-205-72120	96.16
					01-19-000-72120	44.87
					01-19-020-72120	12.82
					01-26-023-72120	19.23
					01-26-024-72120	19.23
					01-35-000-72120	19.23
					01-42-000-72120	12.82
					60-00-000-72120	64.11
					63-00-000-72120	6.41
					64-00-000-72120	19.25
					01-33-000-72120	83.33
					Total :	13,060.83
192168	5/14/2021	003243 CDW GOVERNMENT INC	B959943		TRIPP 750VA UPS SMART 120V1U F	
					01-16-000-72565	402.73
			C226817		TRIPP 6FT DP TO DVI ADAPTER	
					01-16-000-74128	18.65
			C887465		MS SURFACE 127W POWER SUPPI	
					01-16-000-74128	106.12

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192168	5/14/2021	003243	003243 CDW GOVERNMENT INC		(Continued)	Total : 527.50
192169	5/14/2021	015199	CHICAGO PARTS & SOUND LLC	2J0003016	REPLACE DRIVER SIDE TAIL LIGHT 01-17-205-72540	95.00
				2J0003022	PREEMTION TRAFFIC SIGANAL 01-17-205-72540	225.00
					Total :	320.00
192170	5/14/2021	017349	CHICAGO STREET CCDD, LLC	20385	DUMP FEE 4/26/21 01-26-023-72890	70.00
					Total :	70.00
192171	5/14/2021	003137	CHRISTOPHER B.BURKE ENGINEERNG	165945	01.R160373.00002 INTERM VIL ENG 64-00-000-72840	1,548.00
				165946	01.R160373.00022 DRY UTILITY REI 27-00-000-72840	116.00
				165947	01.R160373.C0020 POST#7 FINAL F 61-00-000-75305	1,102.00
					Total :	2,766.00
192172	5/14/2021	013820	CINTAS CORPORATION	4067696766	MATS - PD 01-26-025-72790	71.31
				4068968060	MATS - PD 01-26-025-72790	89.31
				4070311020	MATS - PD 01-26-025-72790	89.31
				4071492449	MATS - PD 01-26-025-72790	89.31
				4072921436	MATS - PD 01-26-025-72790	89.31
				4074209626	MATS - PD 01-26-023-72790	89.31
				4075498011	MATS - PD 01-26-025-72790	89.31
				4082123065	MATS - PD 01-26-025-72790	89.31
				4083432560	MATS-PD	89.31

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192172	5/14/2021	013820 CINTAS CORPORATION	(Continued)			
			4083517034		01-26-025-72790 MATS- VH 01-26-025-72790	89.31 97.83
Total :						883.62
192173	5/14/2021	012057 COMCAST CABLE	877401810170142	VTP-018391	ACCT#8771401810170142 16250 OF 01-14-000-72125	243.35
Total :						243.35
192174	5/14/2021	018311 CONNECTION	70593334		LED MONITOR 01-16-000-74128	509.64
			71239865		IT FLASH DRIVES 01-16-000-72565	32.30
			71239885		MONITORS 01-33-300-72565	673.28
			71257068	VTP-018365	<IT> LAPTOP AND MONITOR REPLA 30-00-000-74128	2,459.88
Total :						3,675.10
192175	5/14/2021	012410 CONSERV FS, INC.	105009984		DIESELEX GOLD ULTRA LS DYED 60-00-000-73545 63-00-000-73545 64-00-000-73545	381.54 95.39 204.40
			105009985		DIESELEX GOLD ULTRA LS DYED 60-00-000-73545 63-00-000-73545 64-00-000-73545	288.10 72.02 154.34
			66043214		PLASTIC HD GREEN UTILITY/SNOV 01-26-023-73870	125.00
Total :						1,320.79
192176	5/14/2021	012826 CONSTELLATION NEWENERGY, INC.	20047475301		ACCT#875227 UTIL#5095140029 3/3 64-00-000-72510	1,867.07
			20047987501		ACCT#875222 UTIL#3613125002 3/3 64-00-000-72510	730.64
			20047992101		ACCT#875223 UTIL#3670129006 3/3	

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192176	5/14/2021	012826	CONSTELLATION NEWENERGY, INC.	(Continued)	64-00-000-72510	-244.51
				20047992101	ACCT#875223 UTIL#3670129006 3/3	
				20048010001	64-00-000-72510	242.53
					ACCT#875224UTIL#3784068018 3/3	
					60-00-000-72510	3,182.89
					63-00-000-72510	3,182.88
				875225	ACCT#875225 UTIL#4373166015 CL	
					60-00-000-72510	2,462.19
					63-00-000-72510	2,462.19
					Total :	13,885.88
192177	5/14/2021	018234	CORE & MAIN LP	O154729	664S VALVE BOX ASSY W/LID DOM	
					60-00-000-73680	233.10
					63-00-000-73680	25.90
					64-00-000-73680	111.00
					Total :	370.00
192178	5/14/2021	020080	COSSIDENTE, NICOLETTE	Ref001405231	UB Refund Cst #00508826	
					60-00-000-20599	6.39
					Total :	6.39
192179	5/14/2021	020079	COYLE, MARY	Ref001405230	UB Refund Cst #00470793	
					60-00-000-20599	36.84
					Total :	36.84
192180	5/14/2021	003635	CROSSMARK PRINTING, INC	82565	POLICE BUSINESS CARDS	
					01-17-205-72310	132.00
					Total :	132.00
192181	5/14/2021	018325	DAILY SOUTHTOWN	197792300	POLICE DEPARTMENT SUN-FRIDAY	
					01-17-205-72720	33.50
					Total :	33.50
192182	5/14/2021	011176	ELEMENT GRAPHICS & DESIGN, INC	17427	REPAIR UNIT 27B/FORD INTERCEP	
					01-17-205-72540	291.00
				17429	REPAIR UNIT 18A FORD INTERCEP	

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192182	5/14/2021	011176 ELEMENT GRAPHICS & DESIGN, INC	(Continued)		01-17-205-72540	278.53
					Total :	569.53
192183	5/14/2021	004019 EVON'S TROPHIES & AWARDS	051121		RETIREMENT PLAQUE B.DIORIO 01-17-205-72974	202.62
					Total :	202.62
192184	5/14/2021	016212 FH PASCHEN, SN NIELSEN & ASSOC	4603-024-7	VTP-017588	METRA STATION WARMING SHELTI 27-00-000-75302	22,312.31
					Total :	22,312.31
192185	5/14/2021	015058 FLEETPRIDE	73250718		OTR BRAKE CHMBR AND ASA CLE\	363.76
			73490203		01-26-023-72540 LUBE FILTER,LUBE SPIN,HD AIR MI	367.57
					Total :	731.33
192186	5/14/2021	011132 FORCE ENTERPRISES	052484		PUBLIC SVC BANNER 84-00-000-20199	72.66
					Total :	72.66
192187	5/14/2021	011898 FRED PRYOR SEMINAR/CAREERTRACK	033951231-2111		MEMBERSHIP TRAINING PROVIDEI 01-26-024-72140	299.00
					Total :	299.00
192188	5/14/2021	002877 G. W. BERKHEIMER CO., INC.	861002		HVAC FILTERS 01-26-025-72520	227.84
					Total :	227.84
192189	5/14/2021	019349 GARVEY'S OFFICE PRODUCTS	PINV2076987		CLOCK WALL 01-19-000-73110	17.39
			PINV2078727		FILING CABINET 01-19-000-73110	499.65
					Total :	517.04
192190	5/14/2021	018387 GBJ SALES, LLC	3723		GREASE BULLY 01-26-024-73845	57.99

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192190	5/14/2021	018387 GBJ SALES, LLC	(Continued)		01-26-023-73845	115.98
					60-00-000-73845	73.07
					63-00-000-73845	8.12
					64-00-000-73845	34.79
					Total :	289.95
192191	5/14/2021	001487 HOMEWOOD DISPOSAL SERVICE	7332461		30YD EXCHANGE HAUL AND DUMP	
					01-26-023-72890	316.30
			7379822		30YD EXCHANGE HAUL AND DUMP	
					01-26-023-72890	342.85
					Total :	659.15
192192	5/14/2021	018836 ILLINOIS COUNTIES RISK	RCB000000026553		2020-2021 ICRMT-PROPERTY AND	
					01-14-000-72421	61,141.50
					60-00-000-72421	9,817.58
					64-00-000-72421	3,816.98
					70-00-000-72421	2,751.36
					63-00-000-72421	9,817.58
			RCB000000026878		2020-2021 ICRMT-WORKERS'COMF	
					01-14-000-72421	9,439.01
					60-00-000-72421	3,731.18
					63-00-000-72421	710.70
					64-00-000-72421	1,903.67
					70-00-000-72421	79.32
					Total :	103,208.88
192193	5/14/2021	015497 ILLINOIS SECRETARY OF STATE	051121		2016 FORD TAURUS LICENSE RENEW	
					01-17-205-72860	151.00
					Total :	151.00
192194	5/14/2021	015497 ILLINOIS SECRETARY OF STATE	051121.		2011 FORD TAURUS LICENSE RENEW	
					01-17-205-72860	151.00
					Total :	151.00
192195	5/14/2021	015497 ILLINOIS SECRETARY OF STATE	051121..		2014 FORD TAURUS LICENSE PLATE	
					01-17-205-72860	151.00

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192195	5/14/2021	015497	015497 ILLINOIS SECRETARY OF STATE	(Continued)		Total : 151.00
192196	5/14/2021	015497	ILLINOIS SECRETARY OF STATE	051121...	2017 FORD EXP LIC RENEWAL PLA 01-17-205-72860	151.00 Total : 151.00
192197	5/14/2021	015497	ILLINOIS SECRETARY OF STATE	051121....	2016 FORD TAURUS LIC PLATE REI 01-17-205-72860	151.00 Total : 151.00
192198	5/14/2021	015497	ILLINOIS SECRETARY OF STATE	051121.....	2017 FORD EXP LIC RENEWAL X96 01-17-205-72860	151.00 Total : 151.00
192199	5/14/2021	005160	ILLINOIS STATE POLICE	CC4004 TINLEY FINGER	CC4004 TINLEY FINGERPRINT VILL 01-14-000-72848	423.75 Total : 423.75
192200	5/14/2021	015545	IMAGING SYSTEMS, INC.	24121-10	VTP-018151 CAPSYS/HYLAND UPG 30-00-000-74124	786.25 Total : 786.25
192201	5/14/2021	005127	INGALLS OCCUPATIONAL MEDICINE	295532	APRL'21 EMPLOYEE SCREENINGS 01-33-310-72446 01-26-023-72735	124.00 59.00 Total : 183.00
192202	5/14/2021	005186	INTERSTATE BATTERY SYSTEM	44447941	MT-59 BATTERY 01-17-205-72540	101.15 Total : 101.15
192203	5/14/2021	019785	JIMSON DISTRIBUTING	171674	DURAMAX 5W30 OIL SEA FOAM TR 01-26-023-73535 01-26-024-73535 01-26-024-72540 60-00-000-73535 63-00-000-73535 64-00-000-73535	36.43 36.43 29.99 19.13 6.36 10.94

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192203	5/14/2021	019785 JIMSON DISTRIBUTING	(Continued)		01-42-000-73535	29.99
					01-17-205-73535	54.65
					01-33-300-72540	18.22
					Total :	242.14
192204	5/14/2021	019973 JOHNSON, KENISHA	051121		REFUND FOR Q3'20 OPA PLACARD	
					70-00-000-79000	90.00
					Total :	90.00
192205	5/14/2021	012698 LEADS ONLINE LLC	317675		TOTAL TRACK INVESTIGATION SYS	
					01-17-225-72720	3,688.00
					Total :	3,688.00
192206	5/14/2021	018496 LOADRITE CENTRAL CORP	3002		MMS DATA MODULE READER USB	
					01-26-023-72655	401.50
					Total :	401.50
192207	5/14/2021	018156 LUSBY JR, TERRY	051321		TUITION RIEMB.2 COURSES PUBLI	
					01-26-025-72143	2,952.36
					Total :	2,952.36
192208	5/14/2021	003440 M. COOPER WINSUPPLY CO.	038880-01	VTP-018342	POWERED DECK FAUCET	
					01-26-025-72520	627.31
					Total :	627.31
192209	5/14/2021	005765 MARTIN WHALEN O.S. INC.	IN2675103		XEROX ENVELOPE TRAY FEED KIT	
					30-00-000-74133	125.00
					Total :	125.00
192210	5/14/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-102394		500 AMP ANL XBO FUSE	
					01-26-024-72540	9.53
			15030-102432		HD CLAMP	
					60-00-000-72540	10.88
					63-00-000-72540	3.63
					64-00-000-72540	6.22
			15030-102438		HUB BEARING	
					01-17-205-72540	315.02

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192210	5/14/2021	012631 MASTER AUTO SUPPLY, LTD.	(Continued) 15030-10260		ALTERNATOR 01-17-205-72540	213.86
			15030-102762		BLK RBR FLAP W/CQ 01-26-023-72540	54.12
Total :						613.26
192211	5/14/2021	005844 MCDONALD'S	051021		APRIL 21 PRISIONER MEAL 01-17-220-72230	114.96
Total :						114.96
192212	5/14/2021	005645 MEADE ELECTRIC COMPANY INC.	696435	VTP-018370	EVP REPAIR - 171ST & 88TH AVE 01-26-024-72775	3,169.00
Total :						3,169.00
192213	5/14/2021	006074 MENARDS	04831		WP PATCH AND SEAL SPRAY,FLEX 60-00-000-73410	24.46
					63-00-000-73410	2.72
					64-00-000-73410	11.64
			4647		FLEET CHARGE 01-19-000-73540	19.98
			4847		VELCRO,COMMAN LG PICTURE ST 01-26-024-73110	3.86
					01-26-023-73110	7.73
					60-00-000-73110	4.87
					63-00-000-73110	0.54
					64-00-000-73110	2.32
Total :						78.12
192214	5/14/2021	017764 MONTANA & WELCH, LLC.	13563		LICENSE HEARINGS JPW 3/3/21 JP 01-14-000-72876	1,218.75
Total :						1,218.75
192215	5/14/2021	017651 MSC INDUSTRIAL SUPPLY CO.	4608091001		QUAD CUT DRILL BIT, WASHERS,P 01-26-024-72540	42.00
					01-26-023-72540	84.01
					60-00-000-72540	44.11

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
192215	5/14/2021	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		63-00-000-72540 64-00-000-72540	14.70 25.20 Total : 210.02
192216	5/14/2021	018604 NAPA MONEE	175861		MICRO V RIBBED BELT 01-17-205-72540	133.68 Total : 133.68
192217	5/14/2021	015723 NICOR	09977410001 12213610004		ACCT#09977410001 METER514688: 01-26-025-72511 ACCT#12213610004 METER 503139 01-26-025-72511	265.77 299.96 Total : 565.73
192218	5/14/2021	017646 NORTHEASTERN ILLINOIS REGIONAL	135	VTP-018394	MEMBERSHIP ASSESSMENT FY 21 01-17-205-72750	82,951.00 Total : 82,951.00
192219	5/14/2021	006388 O'HERN, MICHAEL E.	2021-01		CRASH INVESTIGATIONS JAN'21-M 01-17-205-72750	1,552.60 Total : 1,552.60
192220	5/14/2021	013096 PACE SYSTEMS INC	210989 IN00036172	VTP-018334	TRAIN STATION CAMERA - TESTING 01-26-025-72552 HPE MODULAR SMART ARRAY 205 30-00-000-74128	318.99 9,290.00 Total : 9,608.99
192221	5/14/2021	006475 PARK ACE HARDWARE	037469/2 065629/1 065638/1 065646/1		ACCT#891432 INV037469/2 MAILBC 01-26-023-73840 ACCT#891432 INV 065629/1 CM FIL 01-26-023-73410 ACC#891432 INV065638/1 HEX KEY 01-26-023-73410 ACCT#9404 INV 065646/1 ANTIFREI 01-19-000-73540	49.82 15.99 19.19 23.94

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192221	5/14/2021	006475 PARK ACE HARDWARE	(Continued) 065672/1		ACCT#891432 INV065672/1 BALL VI 01-26-023-73630	13.59
			065673/1		ACCT#891432 INV065672/1 BALL T 01-26-023-73630	7.51
					Total :	130.04
192222	5/14/2021	017268 PETERSON JOHNSON & MURRAY	133760		4130.0001 VTP GENERAL MATTER I 01-14-000-72850	14,294.25
			133762		4130.0022 LEGAL SVC NEW BREME 27-00-000-72850	2,242.50
			133763		4130.0031 LEGAL SVC TP EMINENT 27-00-000-72850	292.50
			133764		4130.0043 LEGAL SVC FOR ELECTC 01-14-000-72850	819.15
			133766		4131.001 LEGAL SVC VTP GENERA 01-14-000-72855	3,295.50
			133769		4160.0001 LEGAL SVC VTP PROSEI 01-14-000-72850	7,200.00
					Total :	28,143.90
192223	5/14/2021	014682 PITNEY BOWES	3104709355		ACCT#0010611388 4/30/21-7/29/21 01-17-205-72750	540.87
					Total :	540.87
192224	5/14/2021	006656 PITNEY BOWES RESERVE ACCOUNT	051121		PITNEY BOWES RESERVE ACCOUI 01-17-205-72110	2,000.00
					Total :	2,000.00
192225	5/14/2021	006780 POMP'S TIRE SERVICE, INC	410862417	VTP-018393	P245/55VR18 GOODYEAR TIRES 01-17-205-73560	1,693.88
					Total :	1,693.88
192226	5/14/2021	015995 PORTER LEE CORPORATION	25303		ANNUAL SOFTWARE SUPPORT BE 01-17-225-72655	5,513.00
					Total :	5,513.00

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192227	5/14/2021	019583 PRECISE MRM LLC	200-1030890		5MB FLAT DATA PLAN US WITH NAI 01-26-025-72655	189.00
					Total :	189.00
192228	5/14/2021	006850 QUILL CORPORATION	16298948		PENS,CLEANING PAD,ENVELOPES 01-33-000-73110	14.27
			16320518		PAPER REC ISRLBL 3 1/2X5 GLOSS 01-35-000-73110	71.39
			16337907		FILE HOLDER AND PENS 01-33-000-73110	73.93
			16407355		ENVELOPES 01-33-000-73110	203.97
			16438129		STORAGE BOXES 01-33-000-73110	23.79
					Total :	387.35
192229	5/14/2021	014412 RAINS, SCOTT	051221		REIMBURSEMENT FOR POLICE DC 01-17-220-72240	56.99
					Total :	56.99
192230	5/14/2021	006974 RINGHOFER, WILLIAM	051021		HEALTH INSURANCE REIMB - MAY 01-17-205-72435	642.50
					Total :	642.50
192231	5/14/2021	007629 SAM'S CLUB DIRECT	050621		FORKS,CUTLERY,BROWNIES,COKI 01-12-000-72974	202.52
					01-14-000-73115	4.98
					60-00-000-73115	3.01
					64-00-000-73115	1.32
					01-26-023-73115	4.39
					01-26-024-73115	2.26
			050721		ICE FOR PUBLIC SVC WEEK 84-00-000-20199	14.88
			051021		PAPER,PAPER TOWEL,FABULOSO, 01-26-023-73110	10.18
					01-26-023-73115	13.36
					60-00-000-73110	6.41

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192231	5/14/2021	007629 SAM'S CLUB DIRECT	(Continued)		63-00-000-73110	0.71
					64-00-000-73110	3.05
					60-00-000-73115	9.35
					64-00-000-73115	4.01
					01-26-024-73110	5.10
					01-26-024-73115	6.68
					01-26-025-73580	43.86
					01-14-000-73110	146.16
					Total :	482.23
192232	5/14/2021	007092 SAUNORIS	655167		TOP SOIL	
					01-26-023-73680	210.00
					Total :	210.00
192233	5/14/2021	007577 SHERWIN WILLIAMS CO	7799-1		PAINT - ODYSSEY	
					08-00-000-73870	314.84
					Total :	314.84
192234	5/14/2021	013043 SITE DESIGN GROUP, LTD.	7954AS01-01	VTP-018340	WASTE STATIONS FOR FREEDOM	
					16-00-000-75315	660.00
					Total :	660.00
192235	5/14/2021	012238 STAPLES BUSINESS ADVANTAGE	3475398048		LABELS,SELF SEAL ENV AND ENVE	
					01-14-000-73110	61.62
			3475398050		01-15-000-73110	61.62
					TABLE	
					01-17-225-73600	192.99
			3475398051		LABELS,POST IT AND LEGAL PAD	
					01-17-205-73110	95.23
					Total :	411.46
192236	5/14/2021	007658 STATE TREASURER	60768		TRAFFIC SIGNAL MAINTENANCE H	
					01-26-024-72775	2,163.63
					Total :	2,163.63
192237	5/14/2021	015452 STEINER ELECTRIC COMPANY	S006890033.001		B4-A BCAP B4 BLUE 25 AND L-FSE	

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
192237	5/14/2021	015452 STEINER ELECTRIC COMPANY	(Continued)		01-26-024-73570	305.29
					Total :	305.29
192238	5/14/2021	010139 SULLIVAN, KEITH	050621		PER DIEM FOR IMM TRAUMA CARE 01-17-220-72140	45.00
					Total :	45.00
192239	5/14/2021	007297 SUTTON FORD INC./FLEET SALES	527276		PUMP ASY,BELT CHAIN TIMING,TEI 01-17-205-72540	291.58
			527528		SWITCH ASY 01-17-205-72540	8.46
			527737		COMPRESSOR ASY 01-17-205-72540	359.52
			527773		WEATHERSTRIP 01-17-205-72540	29.29
			527808		SENSOR FUEL INJ , WIRE ASY 01-19-020-72540	99.76
					Total :	788.61
192240	5/14/2021	007777 THOMPSON ELEVATOR INSPECTION	21-1212		CHRISTIAN LIFE CENTER ELEVATC 01-33-300-72853	75.00
					Total :	75.00
192241	5/14/2021	014854 THOMSON REUTERS-WEST PYMNT CTF	841606265		WEST INFORMATION CHARGES 12 01-17-225-72852	194.12
			842108683		WEST INFORMATION CHARGES 3/ 01-17-225-72852	194.12
			842598803		WEST INFORMATION CHARGES 06 01-17-225-72852	194.12
			844307864		WEST INFORMATION CHARGES 4/ 01-17-225-72852	199.94
					Total :	782.30
192242	5/14/2021	007800 THYSSENKRUPP ELEVATOR CORP	3005900919		PLATINUM MAINT PUBLIC SAFETY 01-26-025-72790	1,254.28
					Total :	1,254.28

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
192243	5/14/2021	019712 TM TIRE CO INC	131534		SERVICE CALL AND REPAIR OF OF 01-26-023-73560	470.00
					Total :	470.00
192244	5/14/2021	007930 TRANS UNION	041000325		CREDIT SUMMARY,EMPLOYMENT (C 01-17-225-72852	121.32
					Total :	121.32
192245	5/14/2021	013200 TRIBUNE PUBLISHING COMPANY	164234		VH NEWSPAPER M-F ONE COPY TI 01-14-000-72720	53.50
					Total :	53.50
192246	5/14/2021	014510 TRUGREEN	137686049		LAWN TREATMENT TINLEY DOWNS 01-26-023-72881	320.00
			137762727	VTP-018310	LAWN TREATMENT PKWYS AND SI 01-26-023-72881	40.00
			137787370	VTP-018310	LAWN TREATMENT 5/3/21 FD#4 191 01-26-023-72881	70.00
			137844287	VTP-018310	LAWN TREATMENT - 76TH AVE MEI 01-26-023-72881	250.00
					Total :	680.00
192247	5/14/2021	008040 UNDERGROUND PIPE & VALVE CO	047888		REPAIR CLAMPS 60-00-000-73630	514.08
					63-00-000-73630	57.12
					64-00-000-73630	244.80
					Total :	816.00
192248	5/14/2021	008057 USA BLUE BOOK	584761		INVERTED PAINT CASE OF 12 BLUE 60-00-000-73620	161.14
					64-00-000-73620	138.11
					63-00-000-73620	161.14
			584767		INVERTED PAINT - RED CASE OF 1 60-00-000-73620	81.32
					63-00-000-73620	81.32
					64-00-000-73620	69.71
			586235		INVERTED PAINT CASE OF 12 GRE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192248	5/14/2021	008057 USA BLUE BOOK	(Continued)		60-00-000-73620	82.95
					63-00-000-73520	82.95
					64-00-000-73620	71.10
			589047		FLUORIDE COLORIMETER	
				VTP-018379	60-00-000-73410	327.72
				VTP-018379	63-00-000-73410	36.41
				VTP-018379	64-00-000-73410	156.06
					Total :	1,449.93
192249	5/14/2021	010722 UTILITY DYNAMICS CORP.	1217-2651		CBBEL PROJ 160373.0022 174TH S	
					27-00-000-75300	17,195.00
					Total :	17,195.00
192250	5/14/2021	018250 VERIZON CONNECT NWF INC	OSV000002429060		CUST ID TINL001 04/01-04/30/21	
					01-26-023-72790	226.66
					Total :	226.66
192251	5/14/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4951234-0		HOOK,PANTEL WALL,WIRE25PK	
					01-26-024-73110	3.12
					01-26-023-73110	6.24
					60-00-000-73110	3.93
					63-00-000-73110	0.45
					64-00-000-73110	1.86
			4952280-0		SHARPIE MARKERS	
					01-26-024-73110	3.96
					01-26-023-73110	7.91
					60-00-000-73110	4.98
					63-00-000-73110	0.55
					64-00-000-73110	2.38
			4952286-0		MAPTACK,STANARD AST 100/BOX	
					01-26-024-73110	2.65
					01-26-023-73110	5.32
					60-00-000-73110	3.35
					63-00-000-73110	0.37
					64-00-000-73110	1.60

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
192251	5/14/2021	010165	010165 WAREHOUSE DIRECT WORKPL SO	(Continued)		Total : 48.67
192252	5/14/2021	011055	WARREN OIL CO.	W1387968	N.L. GAS USED 4/28/21-5/4/21	
					01-17-205-73530	805.34
					01-19-000-73530	40.33
					01-19-020-73530	23.85
					01-21-000-73530	65.91
					60-00-000-73530	51.03
					63-00-000-73530	12.76
					64-00-000-73530	27.34
					01-26-023-73530	165.02
					01-26-024-73530	48.94
					01-33-300-73530	16.23
					01-12-000-73530	5.14
					01-14-000-73531	195.44
					01-42-000-73530	29.96
					Total :	1,487.29
97 Vouchers for bank code : apbank						Bank total : 377,313.93

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3154	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	210304W016	PAYEE-BUDDY JUSTICE 01-14-000-72542	3,316.00 Total : 3,316.00
3155	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025	PAYEE-EM STRATEGIES 01-14-000-72542	206.39 Total : 206.39
3156	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	201130W025	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	133.35 Total : 133.35
3157	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	283.09 Total : 283.09
3158	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-2	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	180.69 Total : 180.69
3159	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	201019W041-3	PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	235.77 Total : 235.77
3160	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	210216W028	PAYEE-INGALLS HEALTH SYSTEM 01-14-000-72542	1,371.50 Total : 1,371.50
3161	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	210216W028-3	PAYEE-INGALLS HEALTH SYSTEM 01-14-000-72542	441.64 Total : 441.64
3162	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	210323W028	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	83.78 Total : 83.78
3163	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR	210323W028-2	PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	382.35

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3163	5/11/2021	018837	018837 INSURANCE PROGRAM MANAGERS (Continued)			Total : 382.35
3164	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 210216W028-2		PAYEE-INGALLS OCCUPATIONAL H 01-14-000-72542	58.62 Total : 58.62
3165	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 190514W019		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	682.50 Total : 682.50
3166	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 190326W026		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542	3,042.00 Total : 3,042.00
3167	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 210216W028		PAYEE-SPECIALISTS IN MEDICAL II 01-14-000-72542	62.98 Total : 62.98
3168	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 201019W041		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	3,006.98 Total : 3,006.98
3169	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 201130W025		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	333.90 Total : 333.90
3170	5/11/2021	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 Total : 2,096.66
3171	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02 Total : 1,113.02
3172	5/11/2021	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-IPMG 01-14-000-72542	6.23

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
3172	5/11/2021	018837	018837 INSURANCE PROGRAM MANAGERS		(Continued)	Total : 6.23
19 Vouchers for bank code : ipmq						Bank total : 17,037.45
116 Vouchers in this report						Total vouchers : 394,351.38

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: May 13, 2021

To: Village Board

From: David Niemeyer, Village Manager

Subject: Resolution Opposing SB2298 Amending the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code

SB2298 amends and significantly modifies the Tax Increment Allocation Redevelopment Act (TIF Act) and will critically impair the ability to use TIF as an economic development tool in Tinley Park and across the State of Illinois. The most impactful modifications are in the determination of “blighted” and “conservation” areas that will make designating a TIF area difficult. The bill also reduces the allowable life of a TIF district from 23 years to 10 years, which decreases a municipality’s ability to have a realistic timeline to plan and execute the redevelopment plan. Both modifications to the TIF Act are detrimental to the use of TIF to restore viability in economically distressed areas in Illinois and Tinley Park in the future. The Village recently learned that the bill may be withdrawn and a study group formed this summer which should include municipal representatives.



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

RESOLUTION
NO. 2021-R-039

A RESOLUTION BY THE VILLAGE OF TINLEY PARK, ILLINOIS
OPPOSING SB2298 AMENDING THE TAX INCREMENT ALLOCATION
REDEVELOPMENT ACT OF THE ILLINOIS MUNICIPAL CODE

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-039**A RESOLUTION BY THE VILLAGE OF TINLEY PARK, ILLINOIS OPPOSING
SB2298 AMENDING THE TAX INCREMENT ALLOCATION REDEVELOPMENT
ACT OF THE ILLINOIS MUNICIPAL CODE**

WHEREAS, the Tax Increment Allocation Redevelopment Act of the State of Illinois (the “Act”) creates tax increment financing to stimulate and induce redevelopment and to provides cities with a mechanism to construct public infrastructure to spur economic development and job growth within their jurisdiction; and

WHEREAS, the Act makes it possible for municipalities like the Village of Tinley Park to incentivize development within the areas that are found to be “blighted areas” in order to reduce or eliminate the factors that cause such areas to be designated as “blighted areas” by reimbursing others for the payment of eligible redevelopment project costs as defined in Section 11-74.4-3(q) of the Act, and further authorizes communities to implement tax increment allocation financing to pay for the costs of such redevelopment permitted under the Act; and

WHEREAS, SB2298 (the “Bill”), sponsored by Senator Ann Gillespie and co-sponsored by Senator Melinda Bush attempts to eliminate the effectiveness of the most important tool available to municipalities to enhance positive economic change; and

WHEREAS, the Bill adds two factors to the determination of “blighted area” for improved industrial, commercial, and residential buildings and removes or modifies various factors for the definitions of “blighted area” and “conversation area” that will greatly reduce the eligibility for many distressed areas throughout Illinois communities; and

WHEREAS, the Bill would require all new redevelopment projects to have a completion date no later than the end of the 10th year after a TIF Ordinance is adopted, instead of the 23 years currently allowed, thereby greatly reducing the life of TIF Districts and the ability for a TIF District to effectively support new growth and redevelopment projects; and

WHEREAS, the Bill would prohibit new or modified redevelopment project areas that overlap with other previously approved project areas, eliminating the ability for communities to successfully develop or redevelop contiguous areas that may not have been eligible at the time the TIF District was originally adopted; and

WHEREAS, the Bill would impose stricter requirements for EAV decline and it would eliminate common TIF eligibility criteria such as dilapidation, deterioration, code standards, excessive vacancies, lack of ventilation, obsolete platting, diversity of ownership, and adjacent deterioration, thereby significantly reducing the possibility that TIF Districts can be used as a viable redevelopment tool in communities throughout Illinois; and

WHEREAS, the Village recently learned that Senator Gillespie will be withdrawing the legislation and form a study group this summer.

NOW, THEREFORE, BE IT RESOLVED by the Village of Tinley Park, that the Village strongly opposes SB2298, and urges all legislators, the Illinois General Assembly and the Governor to vote against this legislation. If a study group is formed, the Illinois Municipal League and other municipal organizations be invited to participate.

FURTHER, 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: 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 3: 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 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-039, “A RESOLUTION BY THE VILLAGE OF TINLEY PARK, ILLINOIS OPPOSING SB2298 AMENDING THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE ILLINOIS MUNICIPAL CODE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**Interoffice****Memo**

Date: May 13, 2021

To: Village Board

From: David Niemeyer, Village Manager

Subject: Resolution Supporting Restoration of Local Government Distributive Fund (LGDF) Revenue

The State of Illinois has maintained a long-held agreement with municipalities to support and invest in local services through the Local Government Distributive Fund (LGDF). The LGDF includes the collection and distribution of tax revenues on behalf of municipalities. The state government has shared a percentage of the total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax. Municipalities depend on LGDF dollars, which can account between 10 and 20% of their operating budget. The Governor has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments. The attached resolution urges the General Assembly and the Governor to restore LGDF payment to the promised 10% rate so communities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

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

RESOLUTION
NO. 2021-R-033

**A RESOLUTION SUPPORTING RESOTRATION OF LOCAL
GOVERNMENT DISTRIBUTIVE FUND (LGDF)**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-033**A RESOLUTION SUPPORTING RESOTRATION OF LOCAL
GOVERNMENT DISTRIBUTIVE FUND (LGDF)**

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars, which can account between 10 and 20% of a municipality's operating budget, to lessen the burden on taxpayers and reduce the reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, this revenue reduction has been proposed at a time when municipalities are continuing to spend additional funds on the COVID-19 emergency response; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities and villages have had to fund skyrocketing pension costs, which account for substantial budget increases each year; and

WHEREAS, those municipalities with fewer revenue sources, such as retail businesses with higher equalized assessed values on property, suffer the most and will be forced to explore increasing property taxes or cutting services amid further LDGF reductions.

NOW, THEREFORE, BE IT RESOLVED that the Village of Tinley Park urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

FURTHER, 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: 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 3: 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 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-033, “A RESOLUTION SUPPORTING RESOTRATION OF LOCAL GOVERNMENT DISTRIBUTIVE FUND (LGDF),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



PLAN COMMISSION STAFF REPORT

April 1, 2021 – PUBLIC HEARING

Petitioner

Maria Poulos, on behalf of MAKP Properties, INC.

Property Location

17870-17881 179th Street

PIN

28-31-105-015-0000

28-31-105-018-0000

28-31-105-075-0000

Zoning

R-6 (Medium Density Residential)

Approvals Sought

- Rezoning
- Variation
- Plat of Subdivision
- Site Plan and Architecture Approval

Project Planner

Paula J. Wallrich, AICP
Planning Manager

Sunset Estates Townhome Development

Revisions resulting from workshop are noted in red.

17870-17881 179th Street



EXECUTIVE SUMMARY

The Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., is requesting approval of rezoning two parcels upon annexation and rezoning of a third parcel, from R-1 (Single Family Residential) to R-6 (Medium Density Residential). The Petitioner is also requesting a Variation to the rear yard setback of 14.88 to 16.41 feet along the north property line, where the required setback is 30 feet, to allow rear yard setbacks ranging from 13.59 feet to 15.12 feet. Approval of the rezoning and variation will allow for the construction of two townhome structures with six dwelling units in each structure for a total of twelve dwelling units on property comprising 1.13 acres. Approval of this development will also include review of the site plan and architecture against the standards outlined in the zoning code and approval of the Final Plat of Subdivision.

BACKGROUND

Even though the subject development is located outside of the Legacy District planning area, the Legacy Plan included the subject parcels in their "Illustrative Master Plan" and "Roadway Framework Plan". The Legacy Plan, adopted in 2009, was the precursor for the Legacy Code (adopted 2011) which was designed to implement the Legacy Plan's goal to strengthen the aesthetics and economics of the downtown area. A 'walkable' downtown that maximizes the number of people living within the train station helped define the various regulations guiding each of the six-character areas. One of the ten principles of the Legacy Plan focused on the roadway network:

8. Create a connected roadway framework with small walkable blocks

A downtown that has train tracks running through it poses a unique set of challenges and opportunities. The Legacy Plan aims to maintain and build upon the existing framework of streets by ensuring that we continue to reinforce the importance of connecting current and future roads. A fully functioning grid ensures that there are many streets to disperse traffic, which reduces vehicle congestion and provides for better emergency access. Wherever practical, the new blocks envisioned in the plan will be framed by streets and be made small enough to encourage walking.

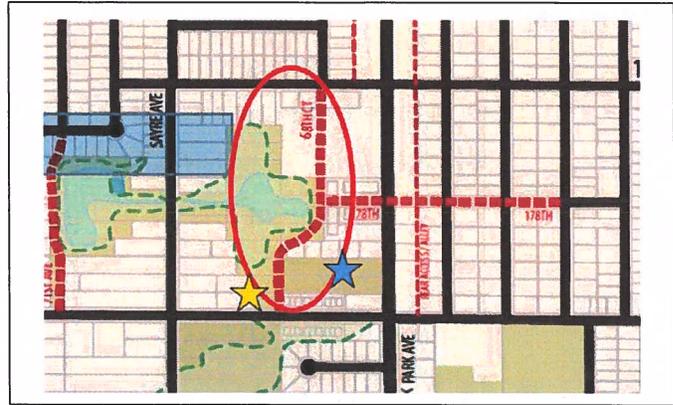
Roadway Framework Plan



The intent of the *Roadway Framework Plan* was to build upon the current system of connected streets and small pedestrian scaled blocks in the planning area and extend these qualities to the rest of the larger study area. The Plan recommends extending "missing" roadways, such as the proposed extension of 178th Street west to Oak Park Avenue that completes the existing street grid. The Plan also recommends creating an alley system that provides shared access from the rear, thereby minimizing curb cuts and improving the pedestrian experience. The proposed new street recommendation (see circled area above) was most likely a proposal based on the desire to improve access to the Settler's Pond area. The proposed road does not link to any other roadway to the east or west and provides marginal improvement to the overall connectivity of the roadway system in the area. Instead, it is staff's concern that would provide a 'cut-through' to avoid the intersection of 179th and Oak Park Avenue, at the detriment of the property owners fronting that street.

It is important to note that master plans are design to be fluid documents that serve as a general guide and respond to outside influences over time. The Legacy Plan provides principles that can continue to guide our decisions without necessarily requiring adherence to the actual mapping of those principles as depicted in the Plan. For example, the

graphic to the right is also part of the Plan and is defined as a *Proposed Street Framework Plan*, yet it proposes a different roadway alignment than the *Roadway Framework Plan* depicted above.



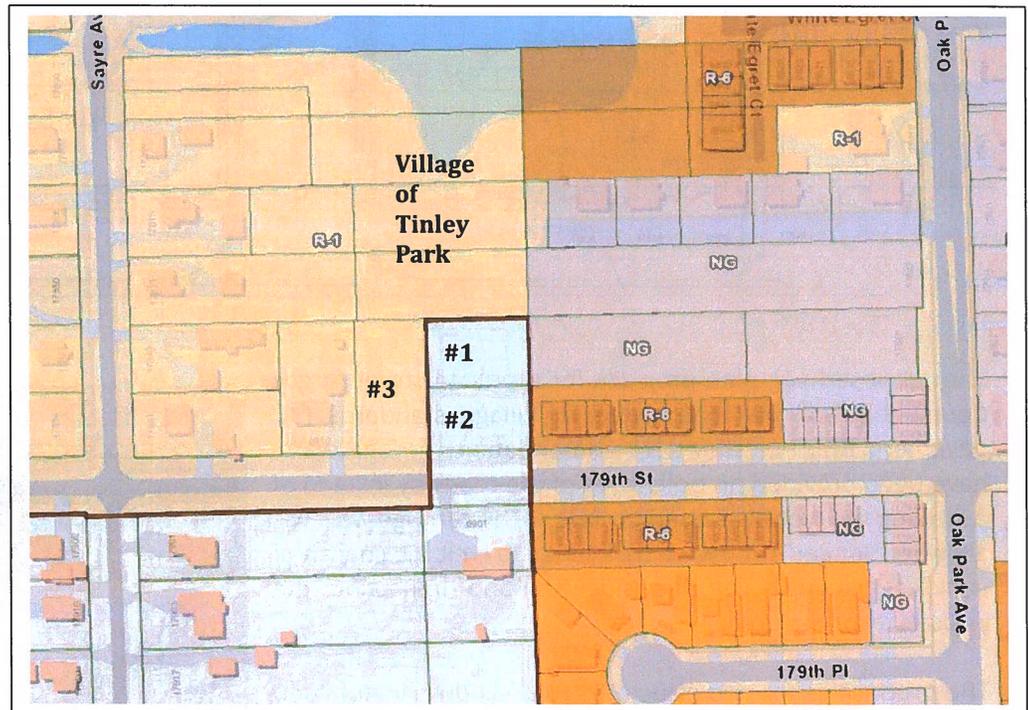
After discussion amongst staff at the monthly Development Review Team (interdepartmental meetings comprising representatives from Engineering, Public Works, Fire, Building, Police and Planning), and for the reasons stated above, it was decided that Sunset Estates (yellow star) did not have to provide a connection to the north. This decision was made with the understanding that staff has also been working with the property owner to the east (blue star) and will be proposing a development in the near future.

Open Item #1: Discuss the Legacy Plan's proposed road alignments and relevancy to the proposed Site Plan. There was no discussion on the relevancy to the Legacy Plan

ZONING & NEARBY LAND USES

The proposed development comprises three parcels located in the Harlem Ave Estates subdivision. Two parcels will need to be annexed and rezoned (Parcels 1 & 2), Parcel #3 is currently zoned R-1. The proposed zoning is R-6 (Medium Density Residential) which allows for Single family attached dwellings.

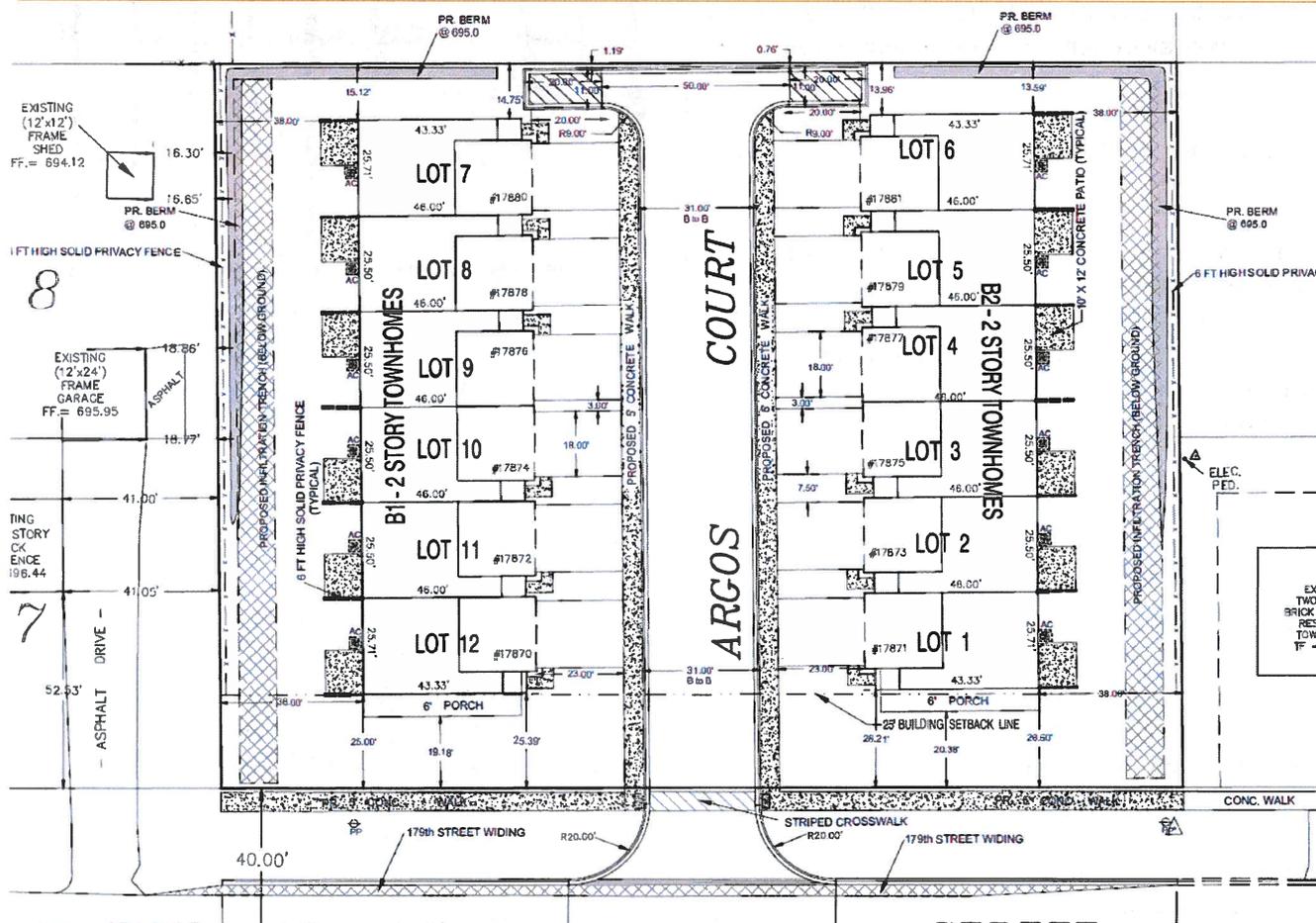
The property to the north is owned by the Village of Tinley Park and is part of a comprehensive stormwater detention system. It is encumbered by floodplain and will not be developed. The property to the east includes a townhome development zoned



R-6 with frontage on 179th Street. Just north of that parcel is a vacant parcel in the Legacy District (Neighborhood General-NG) which is owned by the developer (not owner) of Sunset Estates. To the west is a single family home zoned R-1 (Single Family Residential). The property to the south in unincorporated Cook County R-3, *Single Family Residence District*. The R-3 Single-Family Residence District is intended to provide "a semi-urban environment of single-family homes on relatively large lots. This district creates for lot sizes adequate to accommodate individual wells and sewage disposal systems. Schools, recreation and social facilities, religious facilities and public facilities which serve the residents living in the district are allowed. All commercial activities are prohibited, except for selected recreation and sanitary uses".

The Comprehensive Plan identifies this area as "Mixed use PUD".

SITE PLAN



The proposed site plan provides for a private street (Argos Court) that will be constructed to Village standards (31' pavement BB). Per staff's recommendation carriage walks have been provided on both sides of the roadway instead of providing the typical grassed parkway. The carriage walk will allow for "longer" driveways that can help limit the chance of vehicles parking over the sidewalk and impacting the walkability of the area.

The proposal is for two structures with six dwelling units in each building. The front yard is considered the south side of the structure fronting 179th Street. The side yards are on the east and west side of the parcel and the rear yard is at the north end of the parcel. The proposal meets the yard requirements for the front and side yards, but not the rear yard. The R-6 rear yard requirement is 30 feet and the proposed plan provides a range of 13.59 feet on the east side to 15.12 feet on the west side of the property. Therefore, a Variation will be required.

The property to the north is owned by the Village. It is undevelopable and encumbered by floodplain. It is part of the Settler's Pond comprehensive storm water



management system. There is existing vegetation along the common border which provides a natural buffer for the north side of the structures that helps to mitigate the impact of a reduced yard requirement. The east and west sides of the structures function as rear yards (legally described as side yards) and they have been provided a setback of 38 feet each. There is a small private patio provided at the rear of each unit; individual HVAC units are located at the rear of each unit.

As part of the development, 179th Street will be widened on the north side and improved with a curb and sidewalk. There will be a striped cross walk across the access (Argos Court). The south side of the road way will be developed with the redevelopment of properties to the south.

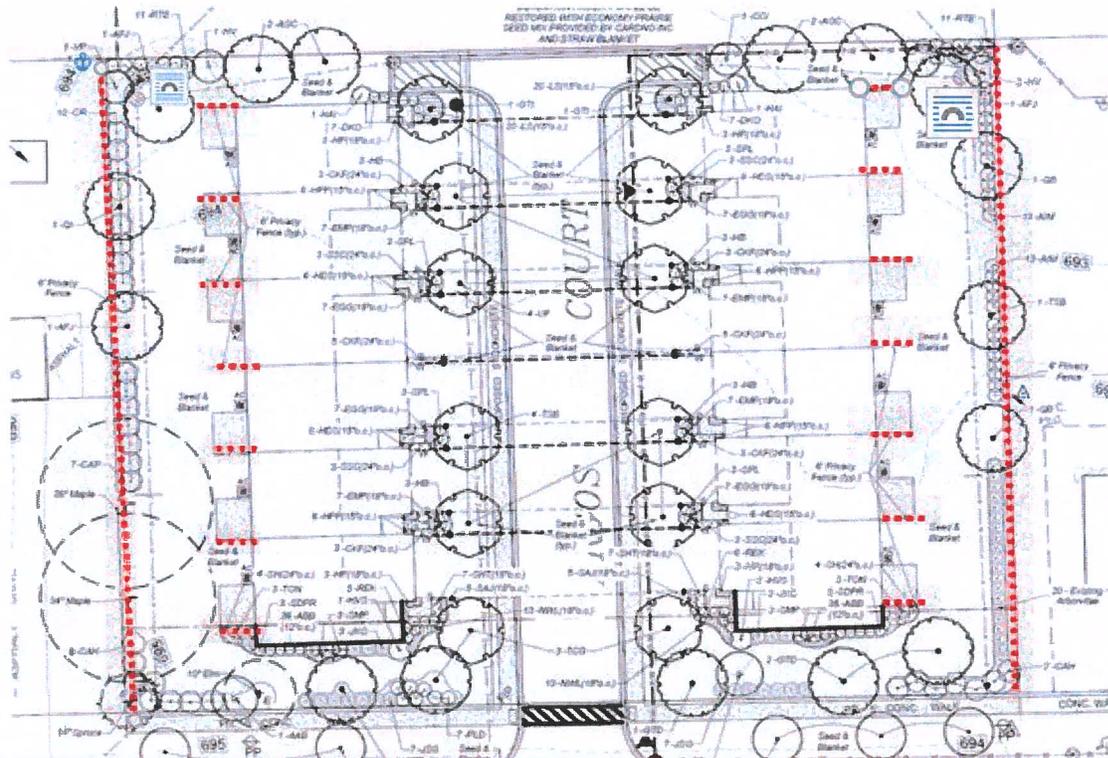
As part of the site plan review the following issues have been satisfactorily reviewed:

Site Plan

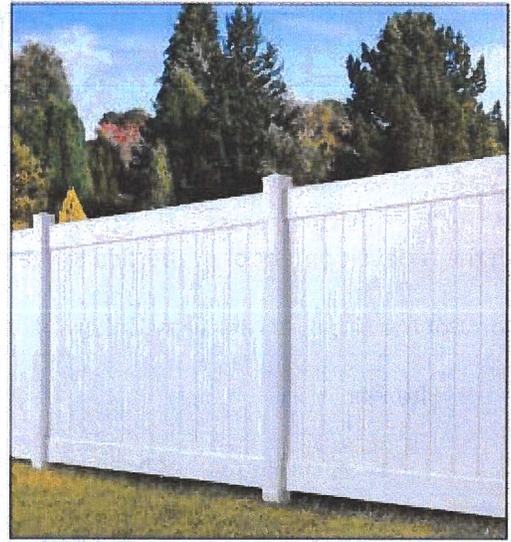
- a. Arrangement of buildings, parking, access, lighting, landscaping and drainage is compatible with adjacent land uses;
- b. Vehicular ingress and egress provide safe, efficient and convenient movement to traffic;
- c. Safe movement of pedestrians: and
- d. Sufficient mixture of grass, trees and shrubs within the interior and perimeter of the site .

Open Item #2: Discuss the need for a rear yard variation. There was recognition of the wooded area to the north as a mitigation for the reduction of rear yard setback.

LANDSCAPE ARCHITECTURE



Landscaped bufferyards are required along the west, north and east property lines. Due to the existing vegetation on the north and the fact that the area will remain undeveloped, Staff recommended shifting some of the required planting from the north property line to supplement planting on the east and west property lines since they function as rear yards and are adjacent to existing side yards of developed property. With this transfer the proposed landscape plan exceeds ordinance requirements on the east and west sides of the property, however the north bufferyard no longer meets bufferyard requirements. Additionally, per Section 158.13 of the Landscape Ordinance, "Fences, walls, berms and/or hedges may be required to supplement required plant materials if the Department of Community Development determines that additional screening is necessary to shield a proposed land use from adjacent uses." A small berm with landscaping wraps the northwest and northeast corners of the development and a six foot solid vinyl PVC will be erected along the west and east property lines (see red dashed lines above). A small section of the same six foot solid vinyl fence will also be erected adjacent to each patio to screen it from the neighboring unit.



6' PRIVACY FENCE

The fence is designed to be attractive on both sides. (see image at right) Staff felt it was unnecessary to install fencing along the north property line where there is existing vegetation. Some large trees have been preserved along the west property line. Street trees have been provided; foundation plantings have also been provided where space allows, with a concentration along the south side of both buildings due to the visibility from 179th Street

Open Item #3: Discuss whether the landscape plan meets the intent of the ordinance with the transfer of some of the landscape material from the north property line to the east and west bufferyards. There was no concern regarding the transfer of the bufferyards planting requirements from the rear yard to the side yards.

ARCHITECTURE



The proposed townhome development provides two buildings that front a private street (Argos Court). With this orientation the side of the structure faces the 179th Street public right-of-way (ROW). While the preference would be to provide front facing structures on public ROW, the narrowness of the parcel limited the site plan. Staff has worked with the Petitioner's architect to meet Architectural guidelines (Section III.U.) and create an interesting façade for the 179th Street frontage. A wrap around porch with a metal roof will provide a modern aesthetic that mitigates a typical side elevation. Per staff's request the depth of the porch has been increased from three feet to eight feet to improve its utility. The addition of a porch helps to activate the street and is consistent with the goals of the adjacent Legacy District.

The elevations have evolved over time to address the ordinance guidelines for anti-monotony and architectural standards. Below is the first proposal for the front elevation. Revisions to the design provided a more interesting roof line and addressed the frontage on 179th Street.



The proposed townhomes meet ordinance requirements regarding building materials. All exterior walls on the first floor will be constructed of face brick. Below please find the material board for the project.



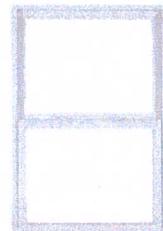
ROOF - GAF - MARQUIS - WEATHERMAX - CHARCOAL



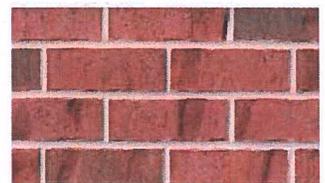
BRACKET - FYPON - BKT20X45X5 - WHITE



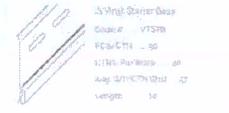
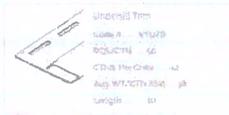
GABLE VENT - FYPON - DECORATIVE LOUVER VERTICAL - BRICKMOULD STYLE - LV18X30 - WHITE



SIMONTON - SINGLE HUNG - VINYL - WHITE



BRICK - MERIDIAN - WILLOWBROOK



Mystic Blue



Heritage Gray



White

SIDING - KP - DAKOTA - DOUBLE 5IN LAP - D5 PROFILE



METAL ROOF - PAC-CLAD - PAC-150 - MATTE BLACK

As part of the architectural review the following guidelines have been satisfactorily reviewed:

Architecture-

- a. Building materials -conformance with Section V.C.4.B;
- b. Cohesive building design;
- c. Compatible Architecture;
- d. Color;
- e. Sustainable architecture;
- f. Defined entry;
- g. Roof;
- h. Building articulation;
- i. Screen materials; and
- j. Mechanical units screened from view.

PLAT OF SUBDIVISION

The proposed townhome development is comprised of three parcels. The eastern two parcels will need to be annexed. The proposed Plat of Subdivision combines the property to be annexed with the west parcel that is located in the Village. The plat has been reviewed and approved by the Village Engineer.

ENGINEERING REVIEW

There are a few open items identified by the Village Engineer, most of which will be resolved upon submittal of final engineering.

Open Item #4: Condition approval on final engineering approval.

SUMMARY OF OPEN ITEMS

The following open items are recommended for discussion at the workshop:

Open Item	Recommended Action
#1	<i>Discuss the Legacy Plan’s proposed road alignments and relevancy to the proposed Site Plan.</i>
#2	<i>Discuss the need for a rear yard variation.</i>
#3	<i>Discuss whether the landscape plan meets the intent of the ordinance with the transfer of some of the landscape material from the north property line to the east and west bufferyards.</i>
# 4	<i>Condition approval on final engineering approval.</i>

STANDARDS FOR REZONING APPROVAL

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

to consider. Staff has provided the following draft Findings for the Commission's review. The Commission may adopt the Findings as provided or make modifications per testimony provided at the hearing.

- a. The existing uses and zoning of nearby property;
 - *The proposed R-6 zoning district is consistent with the development pattern of the area.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The proposed zoning district will keep the property residential in nature, similar to the surrounding uses and zoning districts. The proposed development has exceeded landscape bufferyard requirements along the east and west property lines which are adjacent to existing residential developments. A six foot fence will also be provided along the east and west property lines. The proposed development meets site and architectural standards.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *The proposed development will provide road improvements for 179th Street including an extension of the sidewalk and will add to the property tax base of the Village and other taxing districts.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *The proposed development meets site and architectural standards. Bufferyard requirements have been exceeded along the east and west property lines. The proposed development will provide road improvements for 179th Street including an extension of the sidewalk. The development involves the annexation of property and will increase the EAV for the property and subsequently the tax revenue generated by the subject property.*
- e. The suitability of the property for the zoned purpose;
 - *The proposed use is consistent with development in the area and the Comprehensive Plan.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - *The lot has been vacant under its current zoning designation. Recent development has occurred on property zoned R-6 to the east of the subject parcels.*
- g. The public need for the proposed use; and
 - *There is a demand for quality attached single family homes in the area and is consistent with the overall goals of the adjacent Legacy District.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - *The Village adopted the Legacy Plan in 2009 and the Legacy Code in 2011 which involves property immediately adjacent to the subject property. The property is identified as Mixed Use in the 2000 Comprehensive Plan. The Village's Zoning Ordinance also recently adopted site and architectural guidelines that assisted in the review of the proposed development and help to ensure a quality project.*

STANDARDS FOR A VARIATION

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

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.
While the property can develop under the regulations in the district, the proposed development functions as a side yard where the legal rear yard is required. The functional rear yard of the proposed units are the actual side yards and have been provided yards that exceed the rear yard setback.
2. The plight of the owner is due to unique circumstances.
The plight of the owner is unique in that the orientation of the buildings has yards that function as side yards are front and rear yards by definition. The defined rear yard is adjacent to an undevelopable parcel with existing vegetation that helps to mitigate the loss of the rear yard setback.
3. The Variation, if granted, will not alter the essential character of the locality.
The loss of the rear yard setback will not alter the essential character of the locality due to the existence of vegetation along the north property line and the additional landscaping provided along the east and west property lines that serve as a buffer to existing property owners.
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

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
 - *Single-family attached residential is a permitted use in the R-6 Zoning District.*

- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
 - *The proposed development provides adequate screening from adjacent existing uses; off-street parking, lighting and drainage meet code requirements.*
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
 - *A private street had been designed to access the individual townhomes and is subject to final engineering approval..*
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
 - *A public walk has been provided along 179th Street and private carriage walks within the development.*
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
 - *The landscape meets the intent of the landscape ordinance and exceeds bufferyard requirements along the east and west property lines.*
- f. That all outdoor trash storage areas are adequately screened.
 - *Trash will be handled by the individual home owners.*

ARCHITECTURAL STANDARDS

Section III.U.6. provides the following architectural design standards to assist in the review of the proposed development:

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations).
 - *The proposed development meets the masonry requirements of the Zoning Ordinance (Section V.4.B.).*
- 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.
 - *Special attention has been given to the façade on 179th Street to reflect a front façade by wrapping the porch around the south side of the building.*
- c. Compatible Architecture: Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
 - *The proposed architecture is consistent with the architecture of the two-story townhomes immediately east of the subject property.*
- 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.
 - *The color palette is complementary to the brick color and harmonious with surrounding area. Colors are muted and “attention getting”.*

- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses.
 - *The design is typical of townhomes and will meet the needs of future users.*
- 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.
 - *The front door faces the private street and is easily recognizable as a front door. Attention has been given to address the public view from 179th Street by designing a wraparound front porch.*
- 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.
 - *The roof line provides variety (front and side gable) and the height has been varied to add interest to the overall roofline.*
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided.
 - *The fenestration, material choices, roof line and articulation of each façade provides an interesting façade from public view.*
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
 - *All mechanical units are located on the ground at the rear of each unit and screened by a six foot solid vinyl fence.*

MOTIONS TO CONSIDER

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

Motion #1 (Map Amendment/Rezoning)

"...make a motion to recommend that the Village Board grant the Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., the rezoning (Map Amendment) of Parcels 1 & 2 (28-31-105-015-0000, 28-31-105-018-0000) to R-6 (Medium Density Residential) upon annexation and the rezoning of Parcel 3 (28-31-105-075-000) from R-1 (Single Family Residential) to R-6 (Medium Density Residential) and adopt the Findings of Fact submitted by the Petitioner and as proposed by the Village Staff in the Staff Report."

Motion #2 (Variation)

*"...make a motion to recommend that the Village Board grant the Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., a Variation to the rear yard setback of 14.88 to 16.41 feet along the north property line, where the required minimum setback is 30 feet, to allow rear yard setbacks ranging from 13.59 feet to 15.12 feet in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.
[any conditions that the Commission would like to add]"*

Motion 3 (Site Plan):

*"...make a motion to grant the Petitioner, Maria Poulos, on behalf of MAKP Properties, INC., Site Plan Approval to construct two structures comprising twelve townhomes in accordance with the plans submitted and listed herein subject to final engineering approval.
[any conditions that the Commission would like to add]"*

Motion #4 (Final Plat of Subdivision)

“...make a motion to recommend that the Village Board grant approval to the Petitioner, Maria Poulos, on behalf of MAK Properties, INC., in accordance with the Final Plat of “Sunset Estates Subdivision” March 24, 2021, subject to final engineering approval.

[any conditions that the Commission would like to add]

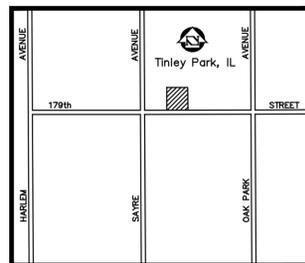
PLAT OF ANNEXATION

TO THE VILLAGE OF TINLEY PARK

LOTS 7 AND 8 (EXCEPT THE WEST 430 FEET OF SAID LOTS) IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 6850 W. 179th ST., TINLEY PARK, ILLINOIS 60477

P.I.N. 28-31-105-015-0000 (PART OF LOT 7), 28-31-105-018-0000 (PART OF LOT 8), AND 28-31-105-075-0000



VICINITY MAP (NOT TO SCALE)

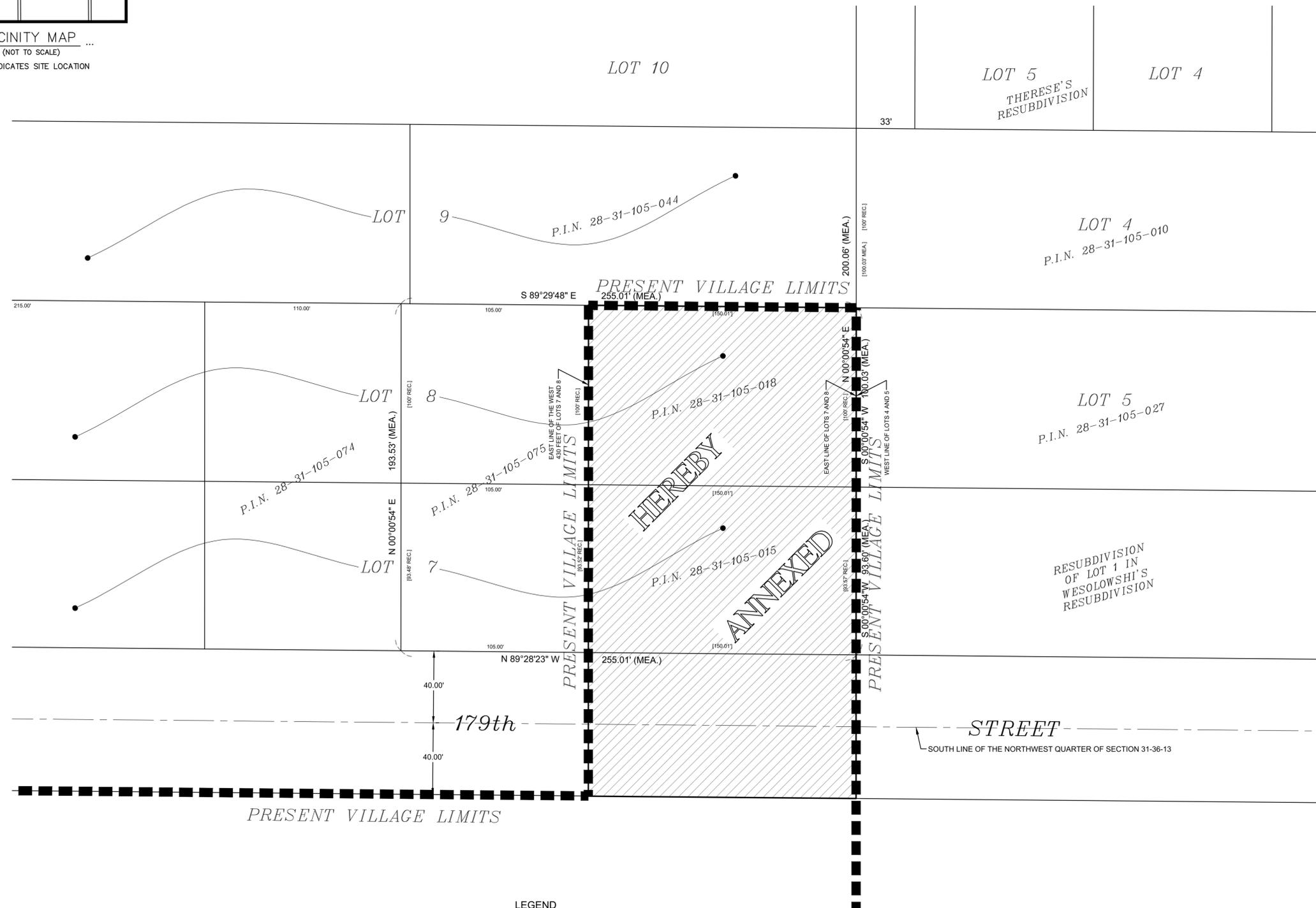
INDICATES SITE LOCATION



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



NOTES:

- DIMENSIONS ON THE PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE BASED UPON AN ASSUMED MERIDIAN AND USED TO DENOTE ANGLES ONLY.
- ACCORDING TO CHAPTER 65 ILCS 5/7-1-1, THE NEW BOUNDARY SHALL EXTEND TO THE FAR SIDE OF ANY ADJACENT RIGHT-OF-WAY, STREET OR HIGHWAY AND SHALL INCLUDE ALL OF EVERY RIGHT-OF-WAY, STREET OR HIGHWAY WITHIN THE AREA ANNEXED. THESE RIGHT-OF-WAY, STREET OR HIGHWAY SHALL BE CONSIDERED TO BE ANNEXED EVEN THOUGH NOT INCLUDED IN THE LEGAL DESCRIPTION SET FORTH ON THE HEREON DRAWN PLAT.
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS REFER TO ZONING REGULATIONS, DEED, TITLE REPORT AND SUPPORTING DOCUMENTS, ETC.
- ANNEXED PER VILLAGE OF TINLEY PARK, ILLINOIS.

ORDINANCE NUMBER: _____

DATED: _____

BOARD OF TRUSTEES

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

Approved and accepted this _____ day of _____
A.D. 2021, by the President and Board of Trustees of the Village
of Tinley Park, Cook County, Illinois.

BY: _____
President

ATTEST: _____
Village Clerk

SURVEYORS CERTIFICATE

STATE OF ILLINOIS } SS.
COUNTY OF W I L L }

THIS IS TO CERTIFY THAT I, D. WARREN OPPERMAN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152, HAVE PREPARED THIS PLAT FROM EXISTING PLATS AND RECORDS FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF TINLEY PARK, ILLINOIS, AS SHOWN BY THE PLAT HEREON DRAWN. DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

Dated: _____, A.D. 2021.

Surveyor: Joseph A. Schudt & Associates (184-001172)
9455 Enterprise Drive
Mokena, IL 60448
1-708-720-1000



BY: _____
Illinois Professional Land Surveyor No. 3152 (EXP. 11-30-22)

LEGEND

- HEREBY ANNEXED TO THE VILLAGE OF TINLEY PARK, ILLINOIS
- CORPORATE LIMITS OF THE VILLAGE TINLEY PARK, ILLINOIS
- PROPERTY LINE
- CENTERLINE OF RIGHT-OF-WAY

MAIL FUTURE TAX BILLS TO:
MAKP PROPERTIES, INC.
9201 W. 121st STREET
PALOS PARK, IL 60464

AFTER RECORDING
RETURN PLAT TO:



Joseph A. Schudt & Associates

9455 ENTERPRISE DRIVE MOKENA, IL 60448
PHONE: 708-720-1000 FAX: 708-720-1065
e-mail: survey@jaseng.com http://www.jaseng.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

03-09-21

05-105-224-A

U:\2021\05-105-214\Survey\05-105-224-A-317-ANNEX-3-09-21-ANNEXATION.plt: 2/1/2021 1:46 PM, By: TTP:ris, COPYRIGHT 2014 - JOSEPH A. SCHUDT & ASSOCIATES

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

ORDINANCE
NO.2021-O-023

**AN ORDINANCE APPROVING THE ANNEXATION OF A PARCEL OF
PROPERTY COMMONLY LOCATED AT 6864 179TH STREET
TO THE VILLAGE OF TINLEY PARK**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-023**AN ORDINANCE APPROVING THE ANNEXATION OF A PARCEL OF
PROPERTY COMMONLY LOCATED AT 6864 179TH STREET
TO THE VILLAGE OF TINLEY PARK**

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

WHEREAS, pursuant to Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Village of Tinley Park ("Village") is authorized to annex any territory that is not within its corporate limits but is contiguous to the Village; and

WHEREAS, a petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park requesting that a territory, described herein, be annexed to the Village of Tinley Park, Cook and Will Counties; and

WHEREAS, the aforesaid petition is in proper form under oath, signed by all owners of record of all the land within the territory and also by all the electors within or on said territory; and

WHEREAS, said territory is contiguous to the corporate limits of the Village; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by the statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Cook County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the annexation agreement and state law; and

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

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

SECTION 1: That the Village hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION 2: That the following territory described be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties, Illinois pursuant to 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8:

LEGAL DESCRIPTION

Parcel 1 & 2: LOTS 7 AND 8 (EXCEPT THE WEST 430 FEET OF SAID LOTS) IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28-31-105-015-0000 (PART OF LOT 7) AND 28-31-105-018-0000 (PART OF LOT 8)

COMMONLY KNOWN AS: 6864 179th Street

Together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8.

The annexation of the above-described territory shall extend to the far side of any adjacent highway and shall include all of every highway within said territory.

SECTION 3: That the Village Clerk is hereby directed to record with the Recorder's Office of Cook County and to file with the Cook County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to this Ordinance.

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

PASSED THIS 1st day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1st day of June, 2021.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-023, “AN ORDINANCE APPROVING THE ANNEXATION OF A PARCEL OF PROPERTY COMMONLY LOCATED AT 6864 179TH STREET TO THE VILLAGE OF TINLEY PARK” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



**MINUTES OF THE REGULAR MEETING OF THE
PLAN COMMISSION, VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS**

April 15, 2021

The meeting of the Plan Commission, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on April 15, 2021.

CALL TO ORDER – PLAN COMMISSION CHAIRMAN GRAY called to order the Regular Meeting of the Plan Commission for April 15, 2021 at 7:00 p.m.

CHAIRMAN GRAY stated the meeting was being held remotely consistent with Governor Pritzker's Executive Order 2020-07 issued on March 16, 2020, which suspends the Open Meetings Act provisions relating to in-person attendance by members of a public body. The Open Meetings Act (OMA) requires public bodies to allow for public comment, therefore, this meeting will include public comment via the established protocol. Even if members of the public do not provide comment, participants are advised that people may be listening who do not provide comment, and those persons are not required to identify themselves. He noted that the meeting is being recorded and that some attendees are participating by web/audio conference.

Kathy Congreve called the roll.

Present and responding to roll call were the following:

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

Absent Plan Commissioners:

Lucas Engel
Kehla West

Village Officials and Staff:

Dan Ritter, Senior Planner
Paula Wallrich, Planning Manager (Participated electronically)
Kathy Congreve, Commission Secretary

Petitioners:

Tom Panos, on behalf of MAKP Properties, Inc.

Members of the Public:

Frank Zator
Anthony Sullivan
Zachary Pivit

COMMUNICATIONS

None

APPROVAL OF MINUTES

Minutes of the April 1, 2021 Regular Meeting of the Plan Commission were presented for approval. A motion was made by COMMISSIONER VICK, seconded by COMMISSIONER MANI to approve the minutes as presented.

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

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE APRIL 15, 2021 REGULAR MEETING

ITEM #1 PUBLIC HEARING – SUNSET ESTATES TOWNHOME DEVELOPMENT, 6964 & 6900 179TH STREET – ARCHITECTURE/SITE PLAN APPROVAL, ANNEXATION/FINAL PLAT APPROVAL, REZONING, VARIATION

Consider approving a rezoning, upon annexation, of property located at 6864 179th Street to R-6 (Medium Density Residential District), and a rezoning of property located at 6900 179th Street from R-1 (Single Family Residential District) to the R-6 Zoning District. Approval of the Architecture/Site Plan and Annexation/Final Plat of Subdivision along with a Variation to allow rear yard setbacks from the north property line ranging from 13.59 feet to 15.12 feet when the required setback is 30 feet will also be considered.

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

Absent Plan Commissioners: Lucas Engel
Kehla West

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

Petitioner: Tom Panos, on behalf of MAKP Properties, Inc.

Members of the Public: Frank Zator
Anthony Sullivan
Zachary Pivit

CHAIRMAN GRAY asked for a motion to open the Public Hearing. Motion made by COMMISSIONER GATTO, seconded by COMMISSIONER LOSCUITO. 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.

PAULA WALLRICH, Planning Manager, 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. The workshop for this item was two weeks ago; she reviewed some of the open issues, including rezoning, site plan and architecture review, a variation, and a subdivision review.

CHAIRMAN GRAY asked for comments from each Commissioner.

COMMISSIONER VICK stated that the staff did a really good job on the staff report and review.

COMMISSIONER AITCHISON agrees that the staff did a good job. She stated that she likes the architecture; the porch along 179th Street is a great addition. She thinks it will be a beautiful development.

COMMISSIONER LOSCUITO echoed what the other commissioners said, that the staff did a really good job and this project looks good.

COMMISSIONER GASKILL had no comment.

COMMISSIONER GATTO agreed with other commissioners, staff did a great job on the design, landscaping and fences; it looks fantastic and will be a great addition to the area.

COMMISSIONER MANI agreed and said it looks nice.

CHAIRMAN GRAY echoed what the commissioners said. In reference to Item #2, he stated that it is a unique property and the variation is totally reasonable. The architecture is tasteful, he likes the porch improvements, and that the side yards were beefed up.

CHAIRMAN GRAY invited the Petitioner to speak. Tom Panos, on behalf of MAK Properties, Inc. was present and thanked Dan and Paula for their hard work and cooperation. They worked together and made the improvements that they had suggested; it will be a nice addition to the area. He thanked the commissioners as well.

CHAIRMAN GRAY invited the public to comment.

FRANK ZATOR, 17861 Sayre Avenue, a resident in the area spoke, stating that he felt there needs to be some consideration being made for the neighborhood. 179th Street is a dangerous road with more residences being built, cars now parking on the street, and cars driving through very fast. He noticed in the plan that the sidewalk stops at the property line; he feels it should at least go down to Sayre Avenue. It is hazardous for pedestrians when cars are parked on the street and cars are speeding. And there needs to be a 4-way stop sign at that intersection. Regarding the variance and the setback, he doesn't have any specific concerns with those requests but just feels there's not enough room for traffic on 179th Street. Otherwise, he thought the plan looks fine. But he would like some kind of traffic study; he has requested it from Cook County and Tinley Park Police Departments multiple times. People use it as a pass-through from Harlem to Oak Park Avenue and go at least 40-45 MPH.

CHAIRMAN GRAY concurred that people should not be speeding down 179th Street, although he hasn't experienced it himself when walking in that area.

ANTHONY SULLIVAN, 6910 179th Street, a neighboring resident spoke. He lives to the west of the property and said that the backs of the townhomes will face his home. He asked if the decks or balconies will be at ground level or second level; Paula replied stating that they are at grade-level. Mr. Sullivan was glad to hear they wouldn't be elevated looking into his property. He completely agrees with Mr. Zator. He has a Ring doorbell and sees people driving down the road drunk at 2:00am in the morning and driving into the ditch. And it's a busy road and high traffic area throughout the day.

There were no other public comments.

CHAIRMAN GRAY asked commissioners if they had any further discussion on this matter.

COMMISSIONER GATTO agreed with the residents, stating that the road has gotten very busy over the past 5 years and there's a lot of people who cut through from Harlem Avenue to Oak Park Avenue and don't obey the speed limit. She asked if it was possible to do a traffic study in that area and possibly put in a stop sign. She asked Paula if there was an option to extend the sidewalk. PAULA WALLRICH replied, stating that the neighborhood benefits as development occurs; a lot of the area is unincorporated and therefore is out of their control. There's always the option of special assessments being imposed; Public Works has a master plan for extending sidewalks where there's a gap in the sidewalks. She will make sure the police are aware of the testimonies given today regarding the traffic. There's a controversy about whether stop signs resolve the issue of speeding vehicles; it may be better to place a police car there. She will inquire as to whether there's ever been a traffic study there. FRANK ZATOR addressed Paula's comments stating that the two properties on 179th Street on the north side are incorporated and the properties on the south side are unincorporated, so he doesn't expect much more development. DAN RITTER gave some history on the roadway, stating that it used to be under County jurisdiction. Within the last 20 or so years, the Village took it over and assumed some responsibility, mainly due to the County's lack of maintenance of the road. They can bring the sidewalk issue up with Public Works and see where it's at on the list to take care of the sidewalk gaps there. Stop signs placed on through streets don't always work and can make for an even more dangerous intersection. FRANK

ZATOR stated that at one time there were going to put in street lights and that there's foundations there for them. ANTHONY SULLIVAN commented, stating that the police do make their presence known through the neighborhood, but they're never at that intersection. They tend to do radar by the church down the street on the south side of 179th closer to Harlem, but he nor Frank has ever seen them pull someone over. DAN RITTER agreed there is some parking on the street that maybe hasn't been reviewed by police or Public Works, we can ask to see if there should be No Parking signs on at least one side of the roadway and near intersections.

COMMISSIONER GASKILL asked how much of 179th Street currently has sidewalks. PAULA WALLRICH said that there are sidewalks that come from Oak Park Avenue along the front of the new townhomes. DAN RITTER added that there are sidewalks along the area of the new memory care facility near Harlem Ave. There is a gap on the north side of 179th Street between those two developments. The petitioner is installing their sidewalk and roadway improvements adjacent to their development, as required by the Village Subdivision Code.

There were no other comments from commissioners.

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

PAULA WALLRICH reviewed the Standards of Approval with commissioners, as was summarized in the meeting packet.

The first motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER VICK, to recommend that the Village Board grant the Petitioner, Maria Poulos, on behalf of MAKP Properties, Inc., the rezoning (Map Amendment) of Parcels 1 & 2 (28-31-105-015-0000, 28-31-105-018-0000) to R-6 (Medium Density Residential) upon annexation and the rezoning of Parcel 3 (28-31-105-07-0000) from R-1 (Single Family Residential) to R-6 (Medium Density Residential) and adopt the Findings of Fact submitted by the Petitioner and as proposed by the Village Staff in the Staff Report.

Roll Call:

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

NAY: None

CHAIRMAN GRAY declared the Motion approved by roll call.

The second motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER LOSCUITO, to recommend that the Village Board grant the Petitioner, Maria Poulos, on behalf of MAKP Properties, Inc., a Variation to the rear yard setback of 14.88 to 16.41 feet along the north property line, where the required minimum setback is 30 feet, to allow rear yard setbacks ranging from 13.59 feet to 15.12 feet in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

Roll Call:

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

NAY: None

CHAIRMAN GRAY declared the Motion approved by roll call.

The third motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER LOSCUITO, to grant the Petitioner, Maria Poulos, on behalf of MAKP Properties, Inc., Site and Architectural Plan Approval to construct two structures comprising twelve townhomes in accordance with the plans submitted and listed herein subject to final engineering approval.

Roll Call:

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

NAY: None

CHAIRMAN GRAY declared the Motion approved by roll call.

The fourth motion was made by COMMISSIONER AITCHISON, seconded by COMMISSIONER MANI, to recommend that the Village Board grant Final Plat approval to the Petitioner, Maria Poulos, on behalf of MAKP

Properties, Inc., in accordance with the Final Plat of "Sunset Estates Subdivision" March 24, 2021, subject to final engineering approval.

Roll Call:

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

NAY: None

CHAIRMAN GRAY declared the Motion approved by roll call.

This item is scheduled for the May 18, 2021 Village Board Meeting.

DRAFT

GOOD OF THE ORDER –

PAULA WALLRICH reminded everyone to turn in their Statement of Economic Interest with the County. She updated Commissioners on the following: The locks on the building of the property discussed at the last meeting did get fixed. The Board approved an incentive for a restaurant going in at The Boulevard. The Holiday Inn on North Creek Drive has picked up their permit. The Planning Department has been having interviews and has made an offer to hire an Associate Planner who will hopefully start in June. Paula stated that she will retire and her last day will be May 27th; it's been a wonderful pleasure working with everyone.

CHAIRMAN GRAY spoke for the Commission saying that Paula will be missed; he appreciated her thoroughness.

COMMENTS FROM THE PUBLIC – There were none.

A Motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER LOSCUITO to adjourn the April 15, 2021 Plan Commission meeting.

COMMISSIONER GRAY asked for a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried and adjourned the meeting at 8:10 P.M.

DRAFT



Interoffice

Memo

Date: May 18, 2021

To: Mayor Glotz & Village Trustees

From: Kimberly Clarke, AICP Community Dev. Director

Subject: Ordinance 2021-O-017-6732 173rd Street Variation request

DISCUSSION:

The Plan Commission held a Public Hearing for the above request on April 1, 2021, and voted 5-1 to recommend approval of the Variation. The descending vote from Plan Commission questioned the desire to support an apartment smaller than the minimum requirement of 800 sq.ft. The Plan Commission included an additional condition that any existing fire code or egress violations be corrected prior to occupancy.

The Plan Commission recommendation was presented to the Village Board on April 13, 2021 for a first reading. There was discussion between the Village Board and Staff regarding the open items that were brought up by the tenants at the public hearing (door locks, lighting & cameras). Since the item was a first reading, the issues were to be corrected by the next Village Board meeting which was May 20, 2021. This meeting was cancelled and subsequently this item would have been heard at the May 4, 2021 meeting. Staff and the applicant were still working through the open items and therefore the Ordinance was not placed on the May 4th agenda for action.

As of date, staff continues to works through the open items with the landlord and therefore per the direction of our legal counsel, recommend the Village board continue action on the ordinance to a date certain so as to give applicant time to rectify the issues with their application that would otherwise preclude them from relief under the Village Code.

RECOMMENDATION:

Continue the request to June 1, 2021 Village Board meeting

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

ORDINANCE
NO.2021-O-024

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
CERTAIN REAL PROPERTY FROM R-1 (SINGLE FAMILY
RESIDENTIAL) TO R-6 (MEDIUM DENSITY RESIDENTIAL) FOR
PROPERTY LOCATED AT 6864 & 6900 179TH STREET**

(MARIA POULOS, ON BEHALF OF MAKP PROPERTIES, INC., PETITIONER)

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-024**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
CERTAIN REAL PROPERTY FROM A R-1 (SINGLE FAMILY
RESIDENTIAL) TO R-6 (MEDIUM DENSITY RESIDENTIAL) FOR
PROPERTY LOCATED AT 6864 & 6900 179TH STREET****(MARIA POULOS, ON BEHALF OF MAKP PROPERTIES, INC., PETITIONER)**

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

WHEREAS, a petition for granting a map amendment of certain real property from the R-1 (Single Family residential) zoning district to R-6 (Medium Density Residential) (“Rezoning”) located at 6864 & 6900 179th Street, Tinley Park, Illinois 60477 (“Subject Property”) to construct 12 Townhome dwelling units in two residential structures has been filed by Maria Poulos, on behalf of MAKP Properties, INC., (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Rezoning should be granted on April 15, 2021 at the Village Hall of this Village and by teleconference per Gubernatorial Executive Order 2020-18 and the “Village of Tinley Park Temporary Public Participation Rules & Procedures”,, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission vote 7-0 and has filed its report and findings and recommendations that the proposed Rezoning be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

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

- a. The existing uses and zoning of nearby property;
 - *The proposed R-6 zoning district is consistent with the development pattern of the area.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The proposed zoning district will keep the property residential in nature, similar to the surrounding uses and zoning districts. The proposed development has exceeded landscape bufferyard requirements along the east and west property lines which are adjacent to existing residential developments. A six-foot fence will also be provided along the east and west property lines. The proposed development meets site and architectural standards.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *The proposed development will provide road improvements for 179th Street including an extension of the sidewalk and will add to the property tax base of the Village and other taxing districts.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *The proposed development meets site and architectural standards. Bufferyard requirements have been exceeded along the east and west property lines. The proposed development will provide road improvements for 179th Street including an extension of the sidewalk. The development involves the annexation of property and will increase the EAV for the property and subsequently the tax revenue generated by the subject property.*

- e. The suitability of the property for the zoned purpose;
 - *The proposed use is consistent with development in the area and the Comprehensive Plan.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - *The lot has been vacant under its current zoning designation. Recent development has occurred on property zoned R-6 to the east of the subject parcels.*
- g. The public need for the proposed use; and
 - *There is a demand for quality attached single family homes in the area and is consistent with the overall goals of the adjacent Legacy District.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - *The Village adopted the Legacy Plan in 2009 and the Legacy Code in 2011 which involves property immediately adjacent to the subject property. The property is identified as Mixed Use in the 2000 Comprehensive Plan. The Village's Zoning Ordinance also recently adopted site and architectural guidelines that assisted in the review of the proposed development and help to ensure a quality project.*

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

LEGAL DESCRIPTION:

Parcel 1 & 2: LOTS 7 AND 8 (EXCEPT THE WEST 430 FEET OF SAID LOTS) IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28-31-105-015-0000 (PART OF LOT 7) AND 28-31-105-018-0000 (PART OF LOT 8)

COMMONLY KNOWN AS: 6864 179th Street

Parcel 3: THE EAST 105 FEET OF THE WEST 430 FEET OF LOTS 7 AND 8 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28-31-105-075-0000

COMMONLY KNOWN AS: 6900 179th Street

SECTION 4: That a Rezoning of the Subject Property from R-1 (Single-Family Residential) to R-6 (Medium Density Residential) (“Rezoning”) for property located at 6864 & 6900 179th Street, Tinley Park, Illinois 60477, to permit the construction of two townhome structures with a total of 12 dwelling units is hereby granted to the Petitioner.

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

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

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

PASSED THIS 1st day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1st day of June, 2021.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-024, “AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE CERTAIN REAL PROPERTY FROM R-1 (SINGLE FAMILY RESIDENTIAL) TO R-6 (MEDIUM DENSITY RESIDENTIAL) FOR PROPERTY LOCATED AT 6864 & 6900 179TH STREET (MARIA POULOS, ON BEHALF OF MAKP PROPERTIES, INC., PETITIONER)”which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of June, 1

KRISTIN A. THIRION, VILLAGE CLERK

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

ORDINANCE
NO.2021-O-025

**AN ORDINANCE GRANTING A VARIATION FOR A REAR YARD SETBACK AT
CERTAIN PROPERTY LOCATED AT 17870-17881 ARGOS COURT.**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-025**AN ORDINANCE GRANTING A VARIATION FOR A REAR YARD SETBACK AT CERTAIN PROPERTY LOCATED AT 17870-17881 ARGOS COURT.**

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

WHEREAS, a petition has been filed with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance by Maria Poulos, on behalf of MAKP Properties, INC., (“Petitioner”) to grant a variation for a rear yard setback of 14.88 to 16.41 feet along the north property line where the required setback is 30 feet, to allow a rear yard setback ranging from 13.59 feet to 15.12 feet; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variation should be granted on April 15, 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 7-0 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.

While the property can develop under the regulations in the district, the proposed development functions as a side yard where the legal rear yard is required. The functional rear yard of the proposed units are the actual side yards and have been provided yards that exceed the rear yard setback.

2. The plight of the owner is due to unique circumstances.

The plight of the owner is unique in that the orientation of the buildings has yards that function as side yards are front and rear yards by definition. The defined rear yard is adjacent to an undevelopable parcel with existing vegetation that helps to mitigate the loss of the rear yard setback.

3. The Variation, if granted, will not alter the essential character of the locality.

The loss of the rear yard setback will not alter the essential character of the locality due to the existence of vegetation along the north property line and the additional landscaping provided along the east and west property lines that serve as a buffer to existing property owners.

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

LEGAL DESCRIPTION:

Parcel 1 & 2: LOTS 7 AND 8 (EXCEPT THE WEST 430 FEET OF SAID LOTS) IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST

HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28-31-105-015-0000 (PART OF LOT 7) AND 28-31-105-018-0000 (PART OF LOT 8)

COMMONLY KNOWN AS: 6864 179th Street

Parcel 3: THE EAST 105 FEET OF THE WEST 430 FEET OF LOTS 7 AND 8 IN BLOCK 2 IN ELMORE'S HARLEM AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 28-31-105-075-0000

COMMONLY KNOWN AS: 6900 179th Street

SECTION 4: That the following Variation is hereby granted to the Petitioner at the above-mentioned property in the R-6(Medium Density Residential) Zoning District.

1. A Variation from Section V.B. Schedule II. (Schedule of District Requirements) to permit rear yard setbacks ranging from 13.59 feet to 15.12 feet. when a 30 foot rear yard setback is required in accordance with the plans presented with the April 15, 2021 Staff Report.

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 1st day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1st day of June, 2021.

ATTEST:

VILLAGE CLERK

VILLAGE PRESIDENT

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-025, “AN ORDINANCE GRANTING A VARIATION FOR A REAR YARD SETBACK AT CERTAIN PROPERTY LOCATED AT 17870-17881 ARGOS COURT.” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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

ORDINANCE
NO.2021-O-026

**AN ORDINANCE APPROVING AND ACCEPTING A FINAL PLAT OF
SUBDIVISION FOR SUNSET ESTATES SUBDIVISION
(6864 and 6900 179th Street)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-026**AN ORDINANCE APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION
FOR SUNSET ESTATES SUBDIVISION
(6864 and 6900 179th Street)**

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

WHEREAS, the Village of Tinley Park (“Village”) has considered the Plat of Subdivision for Sunset Estates Subdivision (“Plat”) pertaining to certain real property located at 6864 & 6900 179th Street Tinley Park, Illinois 60477 (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as Exhibit 1; and

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

WHEREAS, the Plan Commission reviewed the proposed Plat on April 1 & April 15, 2021, at public meetings including a public hearing on April 15, 2021, at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 7-0 in favor to recommend that said Plat be approved; and

WHEREAS, the Plan Commission of this Village has filed its report of findings and recommendations that the proposed Plat be approved by this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as Exhibit 1, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to review and revision as to form by the Village Attorney and Village staff.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 1st day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 1st day of June, 2021.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-026, “AN ORDINANCE APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR SUNSET ESTATES SUBDIVISION,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



PLAN COMMISSION STAFF REPORT

May 6, 2021 – WORKSHOP/PUBLIC HEARING

Petitioner

Brittany Maddox
(Genelin), on behalf of
National Veterinary
Associates

Property Location

7613 159th Street

PIN

27-24-101-010-000

Zoning

B-3 (General Business
and Commercial)

Approvals Sought

Variation, Site and
Architecture Approval

Bremen Animal Hospital

7613 159th Street



Project Planner

Paula J. Wallrich, AICP
Planning Manager

The Petitioner, Brittany Maddox (Genelin), on behalf of National Veterinary Associates, is requesting approval of two Variations along with Site and Architectural Plan approval. The Variations, if granted, will allow for the continuation and expansion of existing conditions. The first request is for a 5.55 foot Variation from the required 26 foot drive aisle width to allow a drive aisle width of 20.5 feet for a small portion of the driveway. The second request is for a .19 foot (less than 2 inches) Variation of the required 10 foot side yard setback to allow for a side yard setback of 9.81 foot on the east side of the property. These approvals will allow the Petitioner to construct a 400 Sq. Ft. addition on the north side of the building located at 7613 159th Street in the B-3 Zoning District (General Business and Commercial).

BACKGROUND

In 2015, National Veterinary Associates (NVA) purchased Bremen Animal Hospital that had been operating in this location since 1969. A Special Use was granted in 2015 to allow for the continuation of the clinic that has no outside dog runs nor kenneling for animals.

The Petitioner is proposing a 400 Sq. Ft. addition on the north side of the existing 2,190 Sq. Ft. building. The proposed remodel will include the reconfiguration of exam and treatment areas to modernize the clinic to current standards of the industry. A portion of the addition will be built under the existing roof canopy and will extend to the east corner of the existing building in line with the current east setback line.

The subject property is zoned B-3 (General Business and Commercial). The properties to the east and west are also zoned for commercial use in the B-3 District. The property to the south is zoned R-5 with multi-family residential uses. The properties to the north across 159th Street are in the Village of Orland Park. The Applicant has provided Findings of Fact (attached) which will be submitted as part of the public record during the Public Hearing.

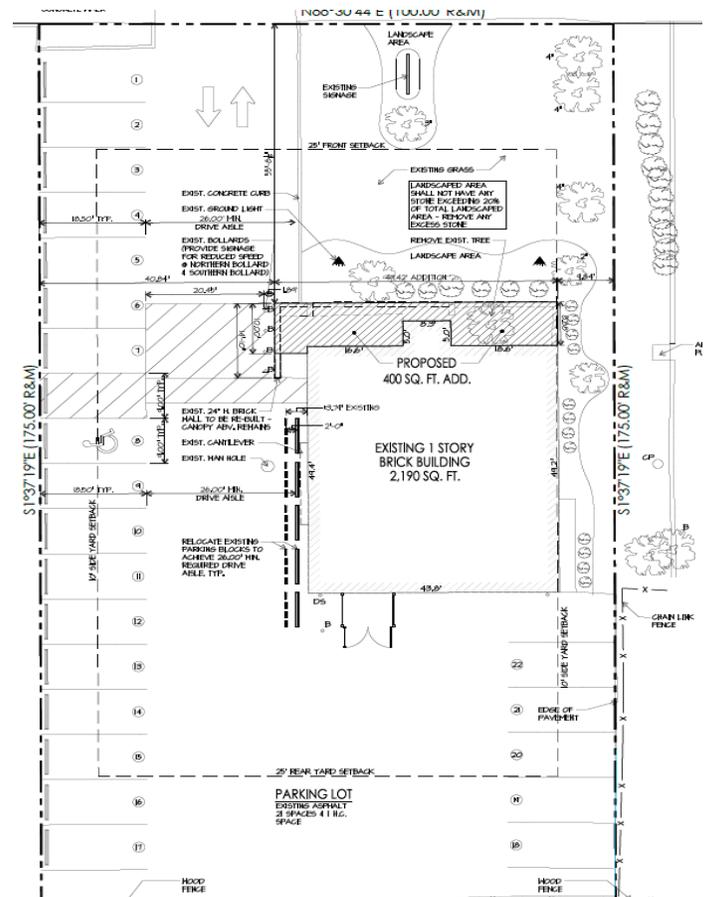


SITE/ARCHITECTURAL PLAN APPROVAL

SITE PLAN

The proposed site plan provides for a 400 Sq. Ft. addition on the north side of the existing building. Currently there is a roof overhang in this area that functions as a covered entryway into the clinic. The expansion will enclose this area and utilize the existing footings. It will also expand the area to the east at the same 8.8' depth and will align with the existing east building façade. The parking lot will remain intact with 22 parking spaces, inclusive of one accessible space.

Parking requirements for Veterinary Clinics are not specifically defined in the Zoning Ordinance, however medical or dental offices are required to provide “two spaces for each office, examination room, or treatment room, plus one space for each employee.” There are five (5) examination rooms, one (1) office, and one (1) surgery room in the clinic; there will be a maximum of eight (8) employees at any given time. Using the medical office requirement as a guide, the parking requirement is 22 spaces; the proposed parking therefore meets code. The Applicant states that the current



parking supply meets the demand for the clinic. Employees are instructed to park at the rear of the property.

The drive aisle meets ordinance requirements of 26 feet except for a small area near the entrance to the clinic (14' x 20.45'). This is an existing condition resulting from the 24" high brick wall that encloses the entryway. The entryway has brick columns that support the mansard roof. The addition will maintain the same configuration as the existing entryway.

The trash enclosure and wood fencing along the rear property line will remain in their current location/condition; no new lighting is proposed.

As part of the Special Use approved in 2015 a new landscape plan was improved and installed. There are several existing trees and shrubs on the property; credit toward landscape requirements has been provided for these. Due to existing property constraints, a bufferyard along the west and south property line is not possible. The bufferyards planted in 2015 for the north and east property lines meet Ordinance requirements. There is a stone area in the landscaped area that exceeds ordinance limitations; the Applicant has agreed to reduce the stone area and bring it into compliance (no greater than 20% of the landscaped area can be stone). There may be a loss of vegetation as part of the construction process therefore, Staff recommends Site Plan approval be conditioned upon final landscape approval consistent with the landscape plan that was approved in 2015. .

As part of the site plan review, Staff reviewed the plan against the Site Design Standards outlined in Section III.U.3., and found the following issues to be satisfactorily reviewed considering the site reflects existing conditions. Standards for approval are addressed at the end of the report:

Site Plan

- a. Use is permitted in District;
- b. Arrangement of building, parking, access, lighting, landscaping and drainage is compatible with adjacent landuses;
- c. Safe and efficient ingress/egress;
- d. Safe movement of pedestrians;
- e. Sufficient landscaping;
- f. Trash adequately screened; and
- g. Review of architectural and site plan standards.
- h. Arrangement of buildings, parking, access, lighting, landscaping and drainage is compatible with adjacent land uses;
- i. Vehicular ingress and egress provide safe, efficient and convenient movement to traffic;
- j. Safe movement of pedestrians: and
- k. Sufficient mixture of grass, trees and shrubs within the interior and perimeter of the site .

Open Item #1: Discuss conditioning site plan approval on final landscape approval.

ARCHITECTURE





The 400' addition will utilize the existing brick that encloses the front entryway and the area to the east will include a new brick that will accent the dark tone of the existing brick. In addition to the Architectural standards listed below, additions "must conform to the building materials used for the existing structure. If there is difficulty in matching the existing material, then the architectural design of the addition must provide an attractive transition to a new material that is consistent with current building material requirements." The transition to this new brick color works well along the front façade where the brick column provides a break between the two areas. (see graphic to the right). It will provide a nice contrast for the new wall sign. The east façade does not provide as smooth of a transition, however the view to this façade is mitigated by vegetation and the proximity of adjacent building the east. See below.



The shake shingles on the existing roof are in poor condition and the applicant has agreed to replace them. Staff recommends placing this as a condition of approval.

As part of the architectural review the following guidelines have been satisfactorily reviewed:

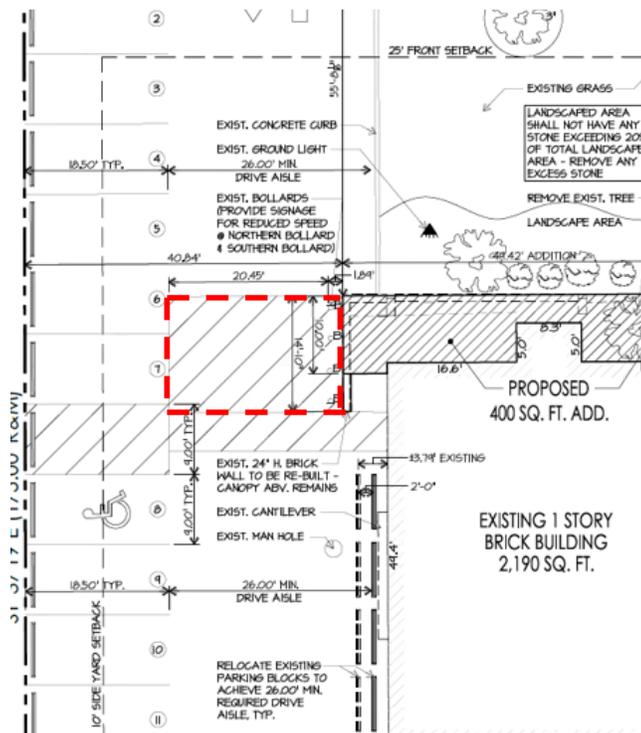
- a. Building materials -conformance with Section V.C.4.B;
- b. Cohesive building design;
- c. Compatible Architecture;
- d. Color;
- e. Sustainable architecture;
- f. Defined entry;
- g. Roof;
- h. Building articulation;
- i. Screen mechanicals; and
- j. Trash Enclosures.



Open Item #2: Discuss the new brick color for the addition and roof replacement as a condition of approval.

ZONING REQUEST

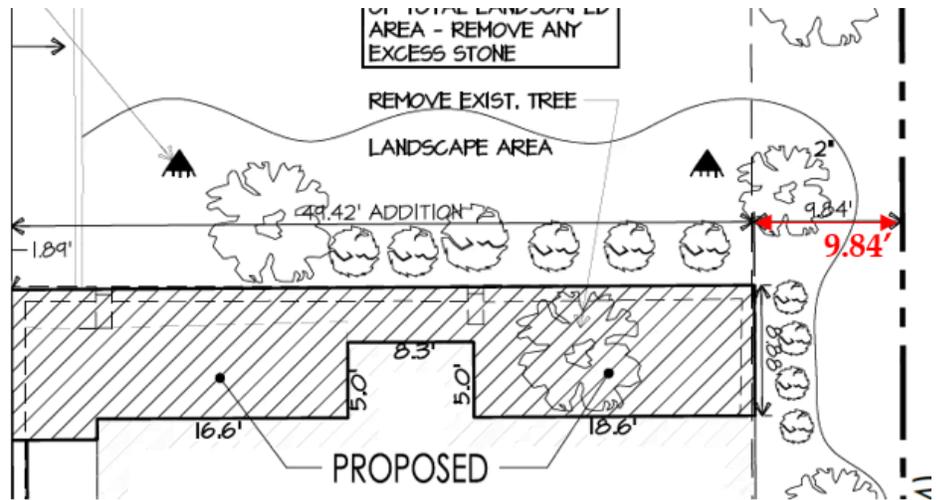
VARIATION #1 There are two Variation requests with this proposal. The first is for a Variation of the required aisle width of 24 feet. A portion of the drive aisle (enclosed in the red dashed line) is reduced to 20.45 feet for a distance of 14 feet as a result of the current roof canopy. As this area will now be enclosed, a Variation is required to bring the property into legal non-conforming status. There is an existing foundation that will be used as part of the new project, therefore the Petitioner is requesting to reuse the foundation to help with the cost effectiveness of the project. There will be new 4' tall bollards erected along this west side of the addition (bollards currently existing but are shorter) that will be painted yellow to caution drivers of the reduced aisle width. The pavement will also be striped and new signage erected in this area as additional notes of caution. The aisle width meets ordinance requirements (26') on both the north and south sides of this area.



Open Item #3: Discuss the merits of a drive aisle width variation.

VARIATION #2

The existing building is non-conforming with respect to its east side yard. The ordinance requires a 10 foot side yard setback and the existing side yard is only 9.84 feet. Despite this fairly minor difference, Village ordinance does not allow for an expansion of nonconforming setbacks. Therefore, the second variation request is for a .16 feet (less than 2 inches) Variation of the required sideyard setback for the east side of the building to allow for the building addition. Approval of this variation of approximately two inches will bring the existing structure and addition into legal non-conformance.



Open Item #4: Discuss the merits of a sideyard setback variation of less than 2 inches.

SUMMARY OF OPEN ITEMS

The following open items are recommended for discussion:

Open Item	Recommended Action
#1	<i>Discuss conditioning site plan approval on final landscape approval.</i>
#2	<i>Discuss the new brick color for the addition and roof replacement as a condition of approval.</i>
#3	<i>Discuss the merits of a drive aisle width variation.</i>
#4	<i>Discuss the merits of a sideyard setback variation of less than 2 inches.</i>

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met. Staff will prepare draft responses for these conditions within the next Staff Report.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
The use was approved as a Special Use in 2015.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
The proposed addition meets setback requirements and does not impact parking. There is a small area of diminished drive aisle width that currently exists; a Variation is requested to bring the existing condition into legal non-conformance status.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
There is a small area of diminished drive aisle width that currently exists; a Variation is requested to bring the existing condition into legal non-conformance status.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
A striped crosswalk provides save access across the parking lot.

- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
After construction the existing landscape will be assessed to determine if additional landscaping will be required.
- f. That all outdoor trash storage areas are adequately screened.
Existing Dumpster is enclosed by a vinyl fence.

ARCHITECTURAL STANDARDS

Section III.U.6. provides the following architectural design standards to assist in the review of the proposed development:

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations).
The proposed development meets the masonry requirements of the Zoning Ordinance (Section V.4.B.).
- 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.
The proposed addition is a small portion of the building and the front façade provides architectural interest. The new brick color complements the existing brick color.
- c. Compatible Architecture: Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
The proposed addition is consistent with the existing architecture
- 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.
The new brick color complements the existing brick color.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses.
The design is typical of commercial uses and will meet the needs of future users.
- 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.
A new entry has been designed the is readily identifiable.
- 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.
The existing roof line will remain. The new roof line of the eastern end of the front façade is consistent with the remainder of the roof.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided.
The addition of a new brick color offers visual interest and helps to break up the expanse of the east wall.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.
No new mechanical units are proposed.

STANDARDS FOR A VARIATION

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

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 requests are to bring existing conditions into legal non-conformance. The addition requires a variation of less than 2". The impact of the narrow drive aisle is mitigated with the striping on the asphalt and signage which alerts the driver to the narrow (20.5') drive aisle.
2. The plight of the owner is due to unique circumstances.
The plight of the owner is unique in that these are existing conditions. The addition will maintain the same non-conforming setback, which provides a consistent and more aesthetically pleasing east façade.
3. The Variation, if granted, will not alter the essential character of the locality.
The drive aisle variation will not alter the essential character of the locality since it is an existing condition. The side yard setback is less than 2 inches and therefore will not alter the essential character of the locality.
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

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

Motion 1 (Site Plan):

"...make a motion to grant the Petitioner, Brittany Maddox (Genelin), on behalf of National Veterinary Associates, Site Plan and Architectural Approval in accordance with the plans submitted and listed in the Staff Report conditioned upon final landscape approval and replacement of the roof shakes.

[any conditions that the Commission would like to add]

Motion 2 (Variation #1):

"...make a motion to grant the Petitioner, Brittany Maddox (Genelin), on behalf of National Veterinary Associates, a 5.55 foot Variation from the required 26 foot drive aisle width to allow a drive aisle width of 20.5 feet for a small portion of the driveway in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report.

[any conditions that the Commission would like to add]

Motion 3 (Variation #2)

"...make a motion to recommend that the Village Board grant a the Petitioner, Brittany Maddox (Genelin), on behalf of National Veterinary Associates, a .19 foot (less than 2 inches) Variation of the required 10 foot side yard setback to allow for a side yard setback of 9.81 foot on the east side of the property in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the Staff Report..

[any conditions that the Commission would like to add]

LIST OF REVIEWED PLANS -SUNSET ESTATES

	Submitted Sheet Name	Prepared By	Date On Sheet
A-0.1	Architectural Site and LS Plan	Linden GRP	3.22.21
A-4.0	Exterior Elevations	Linden GRP	3.22.21
A-1.2	Existing and Preliminary Plan	Linden GRP	2.25.19
C-1	Grading Plan	Advantage	3.23.21
C-2	Details	Advantage	3.23.21
	Plat of Survey	Prairie Land	3.09.21
L-1	Landscape Plan	Elements Arc	7.23.15

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

ORDINANCE
NO.2021-O-032

**AN ORDINANCE GRANTING A VARIATION FOR DRIVE AISLE WIDTH AND SIDE
YARD SETBACK AT CERTAIN PROPERTY LOCATED AT 7613 159TH STREET.
(BREMEN ANIMAL HOSPITAL)**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-032**AN ORDINANCE GRANTING A VARIATION FOR DRIVE AISLE WIDTH AND SIDE YARD SETBACK AT CERTAIN PROPERTY LOCATED AT 7613 159TH STREET.
(BREMEN ANIMAL HOSPITAL)**

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

WHEREAS, a petition has been filed with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance by Brittany Maddox (Genelin) on behalf of National Veterinary Associates (Petitioner), to grant a Variation of 5.5 feet from the required aisle width of 26 feet to allow for an aisle width of 20.5 feet for a portion of the parking lot drive aisle and a Variation of .19 feet from the required ten foot side yard setback to allow for a setback of 9.81 feet on the east side of the property; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Variation should be granted on May 6, 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 5-0 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 Variation requests are to bring existing conditions into legal non-conformance. The addition requires a variation of less than 2". The impact of the narrow drive aisle is mitigated with the striping on the asphalt and signage which alerts the driver to the narrow (20.5') drive aisle.

2. The plight of the owner is due to unique circumstances.

The plight of the owner is unique in that these are existing conditions. The addition will maintain the same non-conforming setback, which provides a consistent and more aesthetically pleasing east façade.

3. The Variation, if granted, will not alter the essential character of the locality.

The drive aisle variation will not alter the essential character of the locality since it is an existing condition. The side yard setback is less than 2 inches and therefore will not alter the essential character of the locality.

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

LEGAL DESCRIPTION: A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF 159TH STREET (AS

HERETOFORE DEDICATED BY DOCUMENT NUMBER 10909313) WITH THE WEST LINE OF EAST 40.00 FEET THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIS PRINCIPAL MERIDIAN; THENCE WEST ALONG SAID SOUTH LINE OF 159TH STREET A DISTANCE OF 175.00 FEET FOR THE POINT OF BEGINNING FOR THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 A DISTANCE OF 175.00 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID 159TH STREET, A DISTANCE OF 175.00 FEET TO THE SOUTH LINE OF SAID 159TH STREET; THENCE EAST ON THE LAST DESCRIBED LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

P.I.N. 27-24-101-010-0000

COMMONLY KNOWN AS: 7613 159th Street

SECTION 4: That the following Variation is hereby granted to the Petitioner at the above-mentioned property in the B-3 (General Business and Commercial) Zoning District.

1. A Variation of 5.5 feet from Section VII, Table 2 (Parking Lot Dimensions) to permit a 14' section of the parking lot drive aisle to be 20.5 feet in width in accordance with plans presented with the May 6, 2021 staff report.
2. A .19 foot Variation from Section V.B. Schedule II. (Schedule of District Requirements) to permit a side yard setback of 9.81 feet when a 10 foot side yard setback is required in accordance with the plans presented with the May 6, 2021 Staff Report.

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 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-032, "AN ORDINANCE GRANTING A VARIATION FOR DRIVE AISLE WIDTH AND SIDE YARD SETBACK AT CERTAIN PROPERTY LOCATED AT 7613 159TH STREET." which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18th, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 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 MAY 6, 2021 REGULAR MEETING

ITEM #1 WORKSHOP/PUBLIC HEARING – BREMEN ANIMAL HOSPITAL ADDITION, 7613 159TH STREET – ARCHITECTURE/SITE PLAN APPROVAL, VARIATION

Consider recommending the Village Board grant Brittany Maddox (Genelin) on behalf of National Veterinary Associates (Petitioner), a Variation of 5.5 feet from the required aisle width of 26 feet to allow for an aisle width of 20.5 feet for a portion of the parking lot drive aisle and a Variation of .19 feet from the required ten-foot side yard setback to allow for a setback of 9.81 feet on the east side of the property. The approval of these variations will allow for the construction of a 400 square foot addition on the north side of the existing building located at 7613 159th Street. There is also a request for Site Plan and Architecture approval.

Present Plan Commissioners: Chairman Garrett Gray (Participated electronically)
Eduardo Mani (Participated electronically)
Angela Gatto (Participated electronically)
Kehla West (Participated electronically)
James Gaskill

Absent Plan Commissioners: Lucas Engel
Frank Loscuito
Mary Aitchison
Steven Vick

Village Officials and Staff: Dan Ritter, Senior Planner
Paula Wallrich, Planning Manager (Participated electronically)
Kimberly Clarke, Comm. Dev. Dir. (Participated electronically)
Kathy Congreve, Commission Secretary

Petitioner(s): Mike Matthys, Linden Group Architects (Participated electronically)
Diana Baumgardner Bremen Animal Hospital (Part. electronically)
Tim Burke, RWE Design Build General Contractor (Participated electronically)

Members of the Public: none

CHAIRMAN GRAY invited staff to start with the workshop portion of this item.

PAULA WALLRICH, Planning Manager, 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. Note: The Zoning Request for Variation #1 stated the required aisle width as being 24 feet in the Staff Report; it should have read 26 feet. She gave her presentation, covering the Site Plan and Architectural Approval and two Variations up for review.

CHAIRMAN GRAY asked if there were any comments or discussion from Commissioners. Comments were as follows:

COMMISSIONER GATTO agreed that the roofing needs to be replaced as a condition of approval.

COMMISSIONER GASKILL questioned where the side drive comes down to the 20 feet and why it has to be narrowed down. MS. WALLRICH replied, stating that it's near the entrance and pointed out that area as shown on the Staff Report in the red dashed box. DAN RITTER noted that there is another 35-40 feet before

it gets to 159th St. MS. WALLRICH said that the reason is because of the existing structure of the building. COMMISSIONER GASKILL questioned why it was built that way originally. Staff noted that they have been in business since 1969 and that it could have been different zoning at that time. MS. WALLRICH pointed out that it will encourage drivers to slow down.

CHAIRMAN GRAY echoed what Commissioner Gatto stated regarding the roof. And his understanding is that they want to reuse those footings as a cost-saving measure. The reuse of foundations and the fact that it will slow down traffic is a reasonable variation. And Open Item #4 is less than 2 inches and that will match the existing building.

CHAIRMAN GRAY asked if the Petitioner had anything to add; he did not.

CHAIRMAN GARY asked Commissioners if they had any questions for the Petitioner; there were none.

CHAIRMAN GRAY stated that he received proof of the Notice of Publication for this Public Hearing and asked for a motion to open the Public Hearing. Motion made by COMMISSIONER GASKILL, 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 asked staff and the Petitioner if they had any comments; they did not. There was no one from the public wishing to comment. Commissioners were asked if there was any further discussion; there was not.

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

PAULA WALLRICH reviewed the Standards of Site Plan Approval, Architectural Standards and Standards for a Variation with commissioners, as was summarized in the meeting packet.

The first motion was made by COMMISSIONER WEST, seconded by COMMISSIONER GASKILL, to grant the Petitioner, Brittany Maddox (Genelin), on behalf of National Veterinary Associates, Site Plan and Architectural Approval in accordance with the plans submitted and listed in the May 6, 2021 Staff Report conditioned upon final landscape approval and replacement of the roof shakes.

Roll Call:

AYE: COMMISSIONERS MANI, GATTO, WEST, GASKILL, CHAIRMAN GRAY

NAY: None

CHAIRMAN GRAY declared the Motion approved by roll call.

The second motion was made by COMMISSIONER GATTO, seconded by COMMISSIONER MANI, to grant the Petitioner, Brittany Maddox (Genelin), on behalf of National Veterinary Associates, a 5.55 foot Variation from the required 26 foot drive aisle width to allow a drive aisle width of 20.5 feet for a small portion of the driveway in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the May 6, 2021 Staff Report.

Roll Call:

AYE: COMMISSIONERS MANI, GATTO, WEST, GASKILL, CHAIRMAN GRAY

NAY: None

CHAIRMAN GRAY declared the Motion approved by roll call.

The third motion was made by COMMISSIONER GASKILL, seconded by COMMISSIONER WEST, to recommend that the Village Board grant the Petitioner, Brittany Maddox (Genelin), on behalf of National Veterinary Associates, a .19 foot (less than 2 inches) Variation of the required 10 foot side yard setback to allow for a side yard setback of 9.81 foot on the east side of the property in accordance with the plans submitted and listed herein and adopt Findings of Fact as proposed by Village Staff in the May 6, 2021 Staff Report.

Roll Call:

AYE: COMMISSIONERS MANI, GATTO, WEST, GASKILL, CHAIRMAN GRAY

NAY: None

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

RESOLUTION
NO. 2021-R-036

**A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE
80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENNANT, LLC**

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

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

RESOLUTION NO. 2021-R-036**A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE 80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENNANT, LLC**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Non-Exclusive License Agreement with Harp 80th Ave Tennant, LLC, a true and correct copy of such Professional Services Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of May, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of May, 2021, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH HARP 80TH AVE TENNANT, LLC

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-036, “A RESOLUTION AUTHORIZING A NON-EXCLUSIVE LICENSE AGREEMENT FOR THE 80TH AVENUE TRAIN STATION WITH HARP 80TH AVE TENNANT, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

VILLAGE CLERK

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("Agreement") is made and entered into this 18th day of May, 2021 by and between the Village of Tinley Park, an Illinois home rule municipality (the "Village"), and Harp 80th Ave Tenant, LLC ("Licensee").

RECITALS

WHEREAS, the Village owns the Tinley Park-80th Avenue Commuter Station located at 18801 South 80th Avenue, Tinley Park, Illinois 60477 (the "Facilities"); and

WHEREAS, the Facilities include an approximate 740+/- square foot space depicted on Exhibit B (the Licensed Premise) and the adjacent patio; and

WHEREAS, Licensee desires to operate a retail business within the facility, subject to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits and Agreements referred to therein are incorporated herein as if fully set forth with the same force and effect as if set forth as agreements of the Parties herein.

2. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Village hereby grants Licensee a non-exclusive license for use of the Licensed Premises for the sole purpose of providing the following services: (1) Food and beverage services to commuters, (2) Public and private banquet and catering services, and (3) Public events.

3. Terms and Hours of Operation.

a. The Initial Term of this Agreement shall commence upon the date this Agreement is executed by the Parties (the "Commencement Date"). The Commencement Date shall not be later than July 1, 2021. The term of this Agreement will be five (5) years (the "Initial Term"). This Agreement shall automatically extend an additional five (5) years (the "Renewal Term"), unless either Party delivers written notice of termination no later than 90 days prior to the expiration of the Initial Term.

b. Temporary Days and Hours of Operation. In light of the ongoing COVID-19 pandemic and subsequent reduction in commuter traffic, the Village agrees to permit Licensee to operate the Licensed Premises with adjusted days and hours of operation in the following manner (the "Temporary Operation Schedule"):

Monday through Friday: 5:00 a.m. – 10:00 a.m.

Federal Holidays: Subject to Operator's Discretion.

The Village and Licensee will review the necessity to continue operating the Licensed Premises under the Temporary Operation Schedule on a monthly basis, with the final determination of when to resume Regular Days and Hours of Operation (as defined below) in the Village's sole discretion.

c. Regular Days and Hours of Operation:

Monday through Friday: 5:00 a.m. - 1:30p.m.

Saturday/Sunday: 10:30 a.m. - 1:00 p.m.

Federal Holidays: Subject to Operator's Discretion.

d. It shall be a material breach of this Agreement in the event Licensee fails to operate the Licensed Premises for three (3) or more consecutive business days. Business days shall mean and include Monday through Friday, excluding federal holidays.

4. Fees and Reimbursement.

a. License Formula: Licensee shall pay to the Village a base monthly license fee of \$1,500 (the "Base License Fee"), plus a percentage of Licensee's gross sales computed in accordance with the following formula throughout the term of this Agreement (the "Total License Fee"). The percentage to be paid shall be an amount equal to 2.5% of gross annual sales.

b. Payment Frequency: The amount shall be paid on the 10th of each month at the same time the base license fee is paid.

c. Payment at Execution: The last month's Total License Fee shall be due upon occupancy in the amount of \$1,500.

d. Waiver of Base License Fee: The Village shall waive the first three months' Base License Fees.

e. Verification and Reconciliation: The Licensee shall submit a profit and loss statement which will include the current month's and year-to-date revenues and expenses. It is understood and agreed that gross sales may vary from month to month and that the gross annual sales will be kept on a cumulative basis by the Licensee and provided to the Village with each monthly report of revenues and expenses.

f. Settlements: At the end of each year, an accounting will be made as to the total gross annual sales for the year. Any necessary adjustments shall be made and any appropriate amount paid within thirty (30) days. If Licensee has actually overpaid the amount due, the Village shall refund the excess to Licensee within thirty (30) days.

5. Prohibited Uses and Activities.
 - a. Licensee specifically agrees not to use the Licensed Premises and/or Facilities, or any part thereof, for any unlawful and/or immoral purpose and/or business.
 - b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises and/or Facilities which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said Licensed Premises.

6. Licensed Premises and/or Facilities.
 - a. Licensee covenants and agrees to keep the Licensed Premises in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will, and the United States of America, and all regulatory agencies thereof. Licensee covenants and agrees that it shall abide by all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Tinley Park, the State of Illinois, Counties of Cook and Will and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises and/or Facilities. In accordance with 49 CFR Part 26.13(a), as amended, Licensee covenants and agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any contract and/or subcontract hereunder. Furthermore, Licensee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as Village and/or Metra deem appropriate.

Licensee further covenants and agrees to comply with the applicable provisions of Metra's Disadvantaged Business Enterprise (DBE) Program and applicable DBE policies, regulations, and requirements relative thereto.
 - b. Licensee covenants and agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person shall,

on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for services and/or employment provided by Licensee hereunder, and hereby gives assurance that it will promptly take any measures necessary to effectuate these obligations and undertakings.

- c. The Facilities do not include the north and south parking lots (the "Parking Lots"). Should Licensee desire to utilize the Parking Lots for special events, festivals, etc., it shall seek written approval from the Village, which shall not be unreasonable withheld. Licensee shall be obligated to obtain all required permits related to the use of the Parking Lots pursuant to the Village Code. The Licensee shall be entitled to host up to fifteen (15) days of special events annually in the Parking Lots.

7. Due Diligence. Licensee shall have until the expiration of the Due Diligence Period (as defined below) to evaluate and analyze the feasibility of the Licensed Premises for Licensee's intended use thereof. As used in this Agreement, the term "Due Diligence Period" shall mean the period commencing upon the Commencement Date of this Agreement and ending thirty (30) days thereafter. Licensee shall restore the Licensed Premises to substantially the same condition in which it was prior to such inspections and tests following the completion of its inspections. Buyer shall indemnify, defend, and hold the Village harmless for any claim or damage which may have been caused by Licensee or its representatives entering upon the Licensed Property.

8. Access. Nothing in this Agreement shall restrict the access of any employees, officers, or agents of the Village and/or Metra who have a legitimate need for such access, including but not limited to access to the Licensed Premises to determine Licensee's compliance with the terms and conditions herein and/or as otherwise provided herein.

9. Security. Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all uses and activities of the Licensee contemplated by this Agreement. Licensee shall provide security for the Licensed Premises to the extent it deems necessary, at its expense, provided that access by the Village and Metra is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall communicate to the Village in a timely manner any and all proposed security measures and obtain Village's approval, prior to the beginning of the term of this Agreement. Village agrees to cooperate with any and all reasonable security measures, provided it has sufficient notice to communicate the measures to its employees, volunteers, and elected officials. Village shall not be liable for unauthorized use of the Licensed Premises.

10. Supervision. The Licensee shall exercise full responsibility for the supervision of Licensee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Licensee's Agents") during the term of this Agreement. The Parties agree that neither Village nor Metra has any duty to supervise any person or activity in connection

with the Licensee's use of the Licensed Premises and/or Facilities, including within those areas not specifically identified as part of the Licensed Premises and/or Facilities.

11. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless Village and each of its respective officers, officials, directors, employees, volunteers, agents, licensees (excluding Licensee), successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees and court costs, arising from or in any way connected with:

(i) any act, omission, wrongful act or negligence of Licensee, Licensee's Agents, or any of their respective assignees, directors, officers, agents, employees, invitees, customers, patrons, guests, attendees, contractors and/or sub-contractors or of anyone acting on behalf of Licensee;

(ii) any accident, injury or damage whatsoever occurring, growing out of, incident to, or resulting directly or indirectly from the use of the Licensed Premises, whether such loss, damages, injury or liability is contributed by a condition of the Licensed Premises themselves or any equipment thereon, whether latent or patent, or from any other causes whatsoever. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee's, duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

12. Insurance. Licensee and Licensee's Agents shall maintain insurance of the types and in the amounts listed below.

- a. Commercial General and Umbrella Liability Insurance. Commercial general liability ("CGL") and, if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises contemplated by this Agreement. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 0001 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from the Licensed Premises, operations, independent contractors, products, completed operations, food products (if applicable), fire and legal liability, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Village shall be included as additional insured (collectively, the "Additional Insured") under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them.

- b. Business Auto and Umbrella Liability Insurance. Business auto liability (including bodily injury and property damage), and, if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 combined single limit per accident. Such Insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- c. Workers Compensation Insurance. Workers' compensation as required by statute with statutory limits, and employer's liability coverage with limits of not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insureds have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee and Licensees Agents waive all rights against the Additional Insured for recovery of damages arising out of or incident to use of the Licensed Premises and/or Facilities by Licensee or Licensee's Agents or any of them.

- d. General Insurance Provisions.
 - i. If the Additional Insured have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Licensee and Licensee's Agents waive all rights against the Additional Insured for recovery of damages arising out of or incident to use of the Licensed Premises and/or Facility by Licensee or Licensee's Agents or any of them.
 - ii. Evidence of Insurance. Prior to the beginning of the term of this Agreement, Licensee shall furnish Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above (including certificates of insurance for Licensee's Agents and additional insured endorsements). Failure of Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Licensee and Licensee's Agents to maintain such insurance. Village shall have the right, but not the obligation, of prohibiting Licensee and Licensee's Agents from occupying the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.

iii. Each insurance policy required under this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to Village.

iv. Insurers. For insurance companies which obtain a rating from AM. Best, that rating should be no less than A VIII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VIII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

v. Cross-Liability Coverage. If Licensee and/or Licensee's Agent's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

vi. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Licensee and Licensee's Agents may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and/or any of the respective officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

13. Modification of Improvements. During the Due Diligence Period, Licensee may request certain modifications and improvements to the License Premises, which shall be subject to the Village's sole approval. Thereafter, no modification or alteration of the Licensed Premises shall be made by Licensee without the prior written approval of the Village, which Village may withhold in their sole and absolute discretion and compliance by Licensee with all other terms of this Agreement. Licensee shall pay for all such modifications and alterations.

14. Non-Discrimination. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, use of the Licensed Premises, and/or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service and/or otherwise in violation of any applicable federal, state, and/or local law.

15. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Village for any purpose whatsoever.

16. Restoration. Upon the expiration or termination of this Agreement, Licensee shall cause the Licensed Premises and Facilities to be restored to the same condition in which it existed at the time of the execution of this Agreement, including but not limited to the removal of any and all signs placed on the Licensed Premises and/or Facilities by or on behalf of Licensee, the removal of all debris from the Licensed Premises, and repair of any damage to the Licensed Premises and/or Facilities attributable to Licensee and/or Licensee's Agents and/or otherwise arising from use of the Licensed Premises and/or Facilities by Licensee and/or Licensee's Agents ("Restoration Work").

17. No Waiver of Immunities and/or Privileges by Village. This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this License Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party, other than Licensee's indemnification and insurance obligations relative to Metra, RTA, NIRCRC, and their respective officers, officials, employees, directors, agents, licensees, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of Village, Metra, RTA, NIRCRC, and/or any of their respective officials, officers, volunteers, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

18. Metra Agreements. Village is a party to an agreement with Metra as related to the Tinley Park - 80th Avenue train station, which is available for review at the Tinley Park Village Hall. Licensee and Licensee's Agents shall comply with all of the terms, conditions, requirements and restrictions set forth in the Metra Agreements, and any breach of any such term, condition, requirements, and/or restrictions of the Metra Agreements or any of them, shall be a material breach of this Agreement.

19. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/or Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Licensee and/or Licensee's Agents, in violation of this paragraph, results in contamination of the Licensed Premises and/or Facilities, Licensee shall pay for all actual costs of clean up and shall indemnify and hold harmless the Village and Metra and at the Village's option, defend the Village and Metra, and their respective employees, directors, affiliates, agents, volunteers, officers, officials, licensees (excluding Licensee), successors and assigns from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the Federal Resource

Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee and/or Licensee's Agents create a risk of violation of any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Licensee's duties and obligations to indemnify the Village and Metra shall survive the termination and/or expiration of this Agreement.

20. Liens. Licensee shall keep the Licensed Premises and Facilities free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Village, Metra, RTA and NIRCRC, from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or on behalf of Licensee and/or Licensee's Agents.

21. Premises and Equipment.

- a. Licensee shall have the use of the Licensed Premises along with any fixtures included therein subject to the terms and conditions herein. No other area of the Facilities shall be used except with the prior written permission of the Village, other than as expressly provided herein to the contrary.
- b. Licensee shall use its best efforts to reasonably conserve electric and to use said utilities in a commercially reasonable manner.
- c. Licensee shall pay its own bills for its telephone and internet service, private security cameras, gas used by the kitchen equipment, water and sewer bill and any other future utility costs to Village shall be passed on. Gas, water and sewer will be on its own meter for use solely by the Licensee.
- d. Licensee shall pay its own electric bill for the kitchen portion of the facility. Electric will be paid by the Village for the first year. Licensee will be responsible for electric beginning in the 13th month.
- e. Licensee may install signage inside the Facilities with the prior written approval of Village and Metra, which Village and/or Metra may withhold in their respective sole and absolute discretion, and provided Licensee has procured all necessary sign permits and other approvals therefore from Village. All fees and costs related thereto are to be paid by Licensee.
- f. Trash receptacles shall be supplied by Village. The Village will be responsible for trash removal for the exterior garbage cans and the Licensee will be responsible for trash removal for internal garbage cans.

- g. Licensee acknowledges the Licensed Premises and Facilities are nonsmoking facilities and shall not allow smoking in the Licensed Premises.
 - h. An equipment list of Village-supplied kitchen equipment and furniture including common name, model number, warranty and capital equipment replacement schedule is attached hereto and made a part hereof as EXHIBIT C.
22. Licensee Operations.
- a. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.
 - b. Licensee's provision of food items shall be consistently high in quality and shall, at all times, be sanitary, orderly and sufficient to meet public demand.
 - c. Licensee shall employ sufficient and qualified personnel in its operation at the Licensed Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Employees may require individual Licensee's personnel to modify their individual behavior, when such Village employees deem necessary in keeping the Licensee's obligations under this paragraph, including, without limitation, rudeness to the public or poor sanitation practices.
 - d. Licensee agrees that all food items shall be purchased from reliable and reputable suppliers and, if required by law, all food items will be approved by authorized governmental agencies.
 - e. Licensee shall obtain all necessary licenses and permits necessary for Licensee's use and/or operation of the Licensed Premises.
23. Village Responsibilities
- a. The Village shall be responsible for maintaining exterior lighting in the parking lots and on the exterior of the building, as well as the vaulted ceiling lighting within the Facilities.
 - b. The Village shall perform exterior window cleaning in the same manner as currently performed at other Village owned facilities.
 - c. The Village shall perform interior floor cleaning once a month. Licensee shall, in addition, keep the floor and interior of the Licensed Premises in a clean and safe condition, and otherwise shall be responsible for all maintenance of the interior of the Licensed Premises unless otherwise provided herein. Village shall be responsible for the maintenance of the exterior of the Facility.

24. Termination.

- a. In the event Licensee shall be found in breach or default under any of the provisions of this Agreement, Village may terminate this Agreement if Licensee fails to cure such default within ten (10) days after Village shall have notified Licensee thereof, in writing (the "Cure Period"), provided, however, that if Licensee shall have repeatedly breached or been in default hereunder on previous occasions, Village may terminate this Agreement immediately without affording Licensee an opportunity to cure the breach or default upon written notice to Licensee. Notwithstanding the forgoing, Village may immediately suspend all licenses herein granted in the event Licensee fails to maintain the types and amounts of insurance coverage required herein until Licensee provides documentation to the Village evidencing compliance with said insurance requirements. Village may similarly suspend all licenses granted hereunder in cases of emergency.
- b. Notwithstanding any provisions herein to the contrary, in the event Licensee shall have (i) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (ii) consented to the appointment of a receiver or trustee of all or part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate.
- c. This agreement shall terminate upon thirty (30) days prior written notice by either Party to the other effective at the conclusion of the Term, as defined herein.
- d. Upon termination of this Agreement, Licensee shall yield the Licensed Premises in at least as good of condition as existed prior to the Commencement Date, including the performance of all Restoration Work required herein. Notwithstanding the provisions of this paragraph, all fixtures shall remain on the Licensed Premises as provided herein.
- e. In addition to performing all of Licensee's other obligations set forth in this Agreement, Licensee shall pay to Village an amount equal to 100% of the License Fee for each month, or portion thereof, during which Licensee shall retain possession of the Licensed Premises, or any part thereof, after the expiration or termination of Licensee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Village on account of Licensee so retaining possession. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Village provided herein or at law or equity.
- f. Either Party may terminate this Agreement without cause by providing the other Party not less than ninety (90) days prior written notice.

25. Limitation on Village's Damages. In no event shall Village be liable to Licensee and/or Licensee's Agents for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by Village hereunder.

26. Assumption of Liability. To the fullest extent permitted by law, Licensee and Licensee's Agents assume all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises or other Village property by Licensee and/or Licensee's Agents.

Licensee and Licensee's Agents are aware of the risks associated with use of the Licensed Premises and/or other Village property, and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

27. Taxes. Licensee acknowledges that the Licensed Premises and Facility are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Licensed Premises and Facility remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however, (i) this License Agreement or the rights granted under this Agreement, (ii) any sublicense agreement or other grant of use or assignment by Licensee and/or (iii) the use and/or operations of Licensee or any of its sublicensees or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay Village the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Licensee shall also pay all other federal, state and local taxes attributable to its operation and/or use of the Licensed Premises. The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

28. IDOR Power of Attorney. The Licensee shall obtain and provide to Village a power of attorney letter for the release of sales tax information from the Illinois Department of Revenue ("IDOR"). Said power of attorney shall take the form of an "Authorization to Release Sales Tax Information to Local Governments" ("Authorization") in the form and format as prescribed from time to time by the IDOR. A new Authorization form will be provided to the Licensee from time to time whenever the IDOR Authorization from requirement have changed or the form may also be obtained directly from IDOR. The completed Authorization form will be provided to the Village Treasurer as soon as possible. In addition to said Authorization, Licensee shall prepare and submit such other or additional form(s) or information as may be required from time to time by the IDOR in order to release sales tax information to Village. Village shall have no responsibility for obtaining the necessary Authorizations and related information from the Licensee. In the event that the sales tax information is not released by the IDOR due to the failure of the Licensee to execute (including properly execute) the necessary Authorization form(s), this License Agreement shall automatically be terminated.

29. No Lease. The Parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee any leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Village shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. 29. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Licensee shall not assign this Agreement without the prior express written consent of the Village which Village may withhold in its sole and absolute discretion. Any such assignment shall be null and void.

30. Disclaimer. Licensee expressly acknowledges that the Village has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Licensee accepts use of the Licensed Premises and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

31. Miscellaneous.

- a. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is executed by both Parties, and attached to and made a part of this Agreement.
- b. The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.
- c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court of Cook County, Illinois.
- d. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.
- e. This Agreement may be executed in any number of counterparts, and by the Village and Licensee on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- f. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the

parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

- g. Time is of the essence of this Agreement and every provision contained herein.
- h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.
- i. In the event of any conflict between the terms and conditions herein, and the terms and conditions of the Metra Agreements, the more stringent terms and conditions shall be controlling upon Licensee.

32. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Village:

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

If to Licensee:

Harp 80th Ave Tenant, LLC
18501 Convention Center Drive
Suite 100
Tinley Park, IL 60477
Attention: Michael Vite

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF TINLEY PARK

ATTEST

By: _____
Village President

By: _____
Village Clerk

Dated: _____, 2021

HARP 80TH AVE TENANT, LLC

ATTEST

By: *Mull Vig*
Title MANAGER

By: *Ante Wokel*
Title

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

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the Michael Vite, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 13 day May, 2021.

Catherine Wold
 (Notary Public)



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

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the _____, is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this ____ day _____, 2021.

(Notary Public)

EXHIBIT A
LEGAL DESCRIPTION

That part of the West 1900.00 feet of the Southwest Quarter of Section 36, Township 36 North, Range 12, East of the Third Principle Meridian, lying northerly of Timber Drive as per document number 0404118149, lying East of the West 50 feet of said Southwest Quarter, and lying southeasterly of the southeasterly right-of-way of the Chicago, Rock Island. and Pacific Railroad, all in Cook County, Illinois.

EXHIBIT C
EQUIPMENT & WARRANTY LIST

80TH Avenue Metra Station Inventory List				
Item#	Quantity	Description	Manufacturer No.	
1	4	Coffee & Tea Dispensers	Petco L0-10	None
2	1	Condiment Stand	Stafford-Smith, Inc	None
3	1	Microwave Oven	Panasonic #1575	None
4	1 Lot	Modular Die Walls		None
5	1 Lot	Counter Tos and Die Panels		
6	1	Blender Station	Glastender #BSA-12	None
7	1	Underbar Ice chest	Glastender #1BA-24	1 Year-Parts Only
8	1	Soda Gun		None
9	1	Corner Drain Board	Glastender#-FC-2430?	1 Year-Parts Only
10		Un-assigned		
11	1	Bottle Step	Glastender#D818	1 Year-Parts Only
12	1	Cashier Stand	Glastender#PCB-18	1 Year-Parts Only
13	1	P.O.S. Register		
14	1	Dual Temp Display Case	Federal #SGR-5042-DZ	
15	1	Hand Sink	Glastender#LH5B-12	1 Year-Parts Only
	1	Drain Board Cabinet	Glastender#DBC-??	1 Year-Parts Only
	1	Glass Rack Drain Board	Glastender #DBGA-24	1 Year-Parts Only
	1	Soda Fountain	To be determined	None
19	1	Blender Station	Glastender#???	1 Year-Parts Only
20		Unassigned		
21	1	Glass Rack Drain Board	Glastender #DBGR??	1 Year-Parts Only
22	1	Drain Board Cabinet	Glastender #DBCA-24	1 Year-Parts Only
23	1	Hand Sink	Glastender ???	1 Year-Parts Only
	1	Dual Temp Display Case	Federal #SGR-5042-DZ	None
25	1	Cashier Stand	Glastender #PCB18	1 Year-Parts Only
26	1	P.O.S. Register		None
27	1	Bottle Step	Glastender #LDB-1?	1 Year-Parts Only
28	1	Corner Drain Board	Glastender #????	1 Year-Parts Only
29		Soda Gun		None
30		Unassigned		
31	1	Underbar Ice chest	Glastender #BA-24	1 Year-Parts Only
	1	Blender Station	Glastender #35A-14	1 Year-Parts Only
	1	Drain Board Cabinet	Glastender #DBCA-24	1 Year-Parts Only
34	1	Back Bar Refrigerator	Glastender #8872L5LmmLLL	3 Year Parts/ 1 year labor
35	1	Tea Brewer	Fetco #TBS-21A	Unlimited 5 year warranty

36	1	Coffee Brewer	Fetco #C????	Unlimited 5 year warranty
37	1	Espresso Machine	Espresso #2450Q	Limited 5 Year warranty
38	1	Back Bar Cabinet	Glastender #D548-N6-LNNLL	1 Year-Parts Only
39	1	Back Bar Soup Stand	Custom Millwork	None
40	2	Drop in Soup Stand	Wells #55 BTD	None
41	1	Back Bar Refrigerator	Glasstender #8848-R6-LMMRR	1 Year-Parts Only
42	1	Back Bar Refrigerator	Glasstender #8848-R6-LMMRR	1 Year-Parts Only
43	1	Pass Over Shelf	Custom Fabricated	None
44	1	Ice Machine With Bin	Manitowac #QC-0708A	None
45	1	Preparation Sink	Custom Fabricated	None
45A	1	Pre Rinse Spray Faucet	Fisher	None
46	1	Slicer	Globe #385OP	None
48	1	Base Refrigerator	True #TUC-60	1 Year parts & labor
49	1	Microwave Oven	Panasonic #1575	3 Years-parts & labor
50		Unassigned		
51	1	Steam Table	Eagle #DCS2-HFU-C	1 Year
52	1	Heat Lamp	Hatco #PL-400-PU	None
53	1	Sandwich Refrigerator	True #TSSU-60-12	1 Year parts & labor
54	1	Toaster	Toastmaster #HT424	1 Year parts & labor
55	1	Slow cook oven	Alto-Shaam #1000TH-??	none
56	1	Heated Cooling Cabinet	ALT-Shaam #1000-S	Lifetime parts on cook & hold heating elements
57	1	Hand sink	Eagle #HSA-10-FK	None
58	1	Walk in cooler	Thermo Kool	None
59	1	Storage Shelving	AMCO	None
60	2	universal racks		None
61	1	mop sink		None
62	1	Hand sink	EAGLE #HSA-10-FK	None
63	1	Undercounter Dishwasher	Hobart #LXIH	None
64	1	Pot rack		None
65	1	Pre Rinse Faucet and Spray	Fisher	None
66	1	Pot Sink	Custome	None
67	2	over shelf	Eagle #SWS1224-16/3	None
68	1	Exhaust Ventilator	Captive Air #ND	None
69	1	Fire Protection System		None
70		Unassigned		None
71	1	Double Oven Range	Wolf #C60SS-4FT36	None

72	1	Salamander	Wolf #FS-RB36A-IR	2 years on operations Parts	
73	2	Twin Fryers	PTICO#SG14S	None	
74	1	Reach in Freezer	True #TR2F	1 Year parts & labor	
75	1	Remote Carbonator		None	
76	1 Lot	Dry Storage Shelving	(1) 24x60 section -(4) shelves high	None	
77	1	Range Compressor		None	
78		Dry Storage Shelving	(2) sections 24x72-(2) shelves high	None	



Interoffice

Memo

Date: May 18, 2021
To: Mayor & Village Board
Dave Niemeyer, Village Manager
From: Kimberly Clarke, Director of Community Development
Subject: Ordinance Approving Second Amendment to Banging Gavel Economic Incentive Agreement

Background

Pilsen Breweries, Inc. d/b/a Banging Gavel Brews (BGB) has approached the Village to modify their Brew Pub project to allow strictly an outdoor beer garden to operate. A beer garden was always part of the original plan but it was in conjunction with a brewery and restaurant within the historic Vogt Building. The owners are still trying to secure financing to complete the project and with the pandemic still going on, they are uncertain if opening an indoor restaurant right now will be successful. They have completed the outdoor patio portion of their project and are looking to make use of it to generate revenue and excitement in the downtown.

The Committee of the Whole reviewed this request earlier this evening.

Discussion

The Village's Zoning Ordinance nor Liquor Codes allow for a standalone beer garden. Most outdoor venues are accessory to a restaurant that occupies a physical building. In discussions with our attorney, the only way to allow for this type of "temporary" use is through an amendment to the incentive agreement. For review is a second amendment to the Economic Incentive Agreement between the Village of Tinley Park and Banging Gavel Properties LLC. The terms of the agreement have been modified to allow the following:

1. Allow the owners to operate a one time temporary outdoor beer garden from May 27, 2021 to November 1, 2021 without the brewery and restaurant completed.
 - a. The owners are required to serve meals during the hours of operation for the beer garden.
2. Beer garden will operate in substantial compliance with the attached site plan subject to final approval by all village departments.
3. The new completion date for the project by December 31, 2022. If the project is not completed, the incentive agreement will terminate.

RECOMMENDATION

Recommend approval of the attached ordinance adopting a second amendment to the Banging Gavel incentive agreement.

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

ORDINANCE
NO. 2021-O-027

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC

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

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

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

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

ORDINANCE NO. 2021-O-027

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC

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

WHEREAS, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, believe and hereby declare that it will be in the best interests of the Village and its residents to approve and authorize the execution of an Ordinance Approving the Second Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC, substantially in the form attached hereto as **Exhibit 1** (“Second Amendment to the Economic Incentive Agreement”); and

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

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

SECTION 2: The President and the Board of Trustees hereby approve the Second Amendment to the Economic Incentive Agreement by and between The Village of Tinley Park Cook County, Illinois and Banging Gavel Properties, LLC substantially in the form attached hereto as **Exhibit 1**; and the Village President and/or the Village Manager are hereby authorized to execute said Second Amendment to the Economic Incentive Agreement, subject to review and revisions as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 5: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

PASSED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-027, “AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS AND BANGING GAVEL PROPERTIES, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT**by and between****THE VILLAGE OF TINLEY PARK COOK COUNTY, ILLINOIS****and****BANGING GAVEL PROPERTIES, LLC**

THIS SECOND AMENDMENT TO THE ECONOMIC INCENTIVE AGREEMENT is entered into this 18 day of May 2021, by and between the Village of Tinley Park, an Illinois municipal corporation (the “Village”), and Banging Gavel Properties, LLC (“BGB”).

PREAMBLE

WHEREAS, the Village and BGB entered into that certain Economic Incentive Agreement, dated as of March 3, 2017, as adopted by Ordinance No. 17-O-016, and amended by that certain First Amendment to the Economic Incentive Agreement, dated as of December 17, 2019, as adopted by Ordinance No. 19-O-082 (as hereby amended and may be further amended, restated, supplemented or otherwise from time to time the “Agreement”), in connection with restoration and rehabilitation of the Historic Vogt Building into a Brew Pub and the associated incentives; and

WHEREAS, the COVID-19 public health crisis and attendant measures taken to protect the public health have created an economic challenge to local businesses, including bars and restaurants, and reduced the availability of financing for such businesses;

WHEREAS, the parties wish to amend certain provisions of the Agreement to allow for the operation of a temporary beer garden, as well as to amend certain phased construction milestones; and

WHEREAS, the beer garden will be operated by Pilsen Brewerks, Inc. dba Banging Gavel Brews as a tenant of Banging Gavel Properties, LLC; and

NOW THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Amendment to Agreement.** The Agreement is hereby Amended as follows:

A. Section 2.3 “Development” is hereby amended by adding a new sentence to the end of the existing language as follows:

BGB shall substantially complete the Project, subject to delays from Force Majeure (defined below), on or before December 31, 2022 (the “Completion Date”).

B. A new Section 2.4 shall read as follows:

2.4. Operation of Temporary Beer Garden. Subject to the terms, conditions and restrictions of this Agreement and the Village Code, BGB shall be entitled to operate the beer garden on a temporary basis from May 27, 2021 through November 1, 2021. BGB shall operate the temporary beer garden substantially in accordance with the Beer Garden Plan, attached hereto as **Exhibit A** and incorporated herein, and the Summary of Beer Garden Operations, attached hereto as **Exhibit B** and incorporated herein. BGB shall be required to make meals available, which shall consist of more than the service or sale of packaged foods such as potato chips, pretzels, peanuts, cheese and crackers, or frozen or premade foods, such as pizzas, hamburgers, or sandwiches which can be prepared by being heated or warmed in an oven. In the event that BGB fails to comply with requirements of Sections 2.3 and 3.2 of this Agreement, the Village may require BGB to terminate operation of the beer garden pending compliance with the Agreement.

2. **Effect of Amendment.** This Second Amendment notices and amends the Agreement and the terms and provisions hereof shall supersede and control over any contrary or conflicting terms and provisions set forth in the Agreement. Except as expressly modified by this Second Amendment, the Agreement continues and remains in full force and effect.

3. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which, when assembled to include an original or facsimile signature for each party contemplated to sign this Second Amendment, will constitute a complete and fully executed original. All such fully executed original or facsimile counterparts will collectively constitute but one agreement.

4. **Headings.** Section headings contained herein are for convenience or reference only and shall not govern the interpretation of any of the provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Tinley Park, Illinois.

Village of Tinley Park
an Illinois municipal corporation

By: _____
Village President

Date: _____, 2021

ATTEST:

By: _____
Village Clerk

Date: _____, 2021

Banging Gavel Properties, LLC,
an Illinois Limited Liability Company

By: _____

Its: _____

Date: _____, 2021

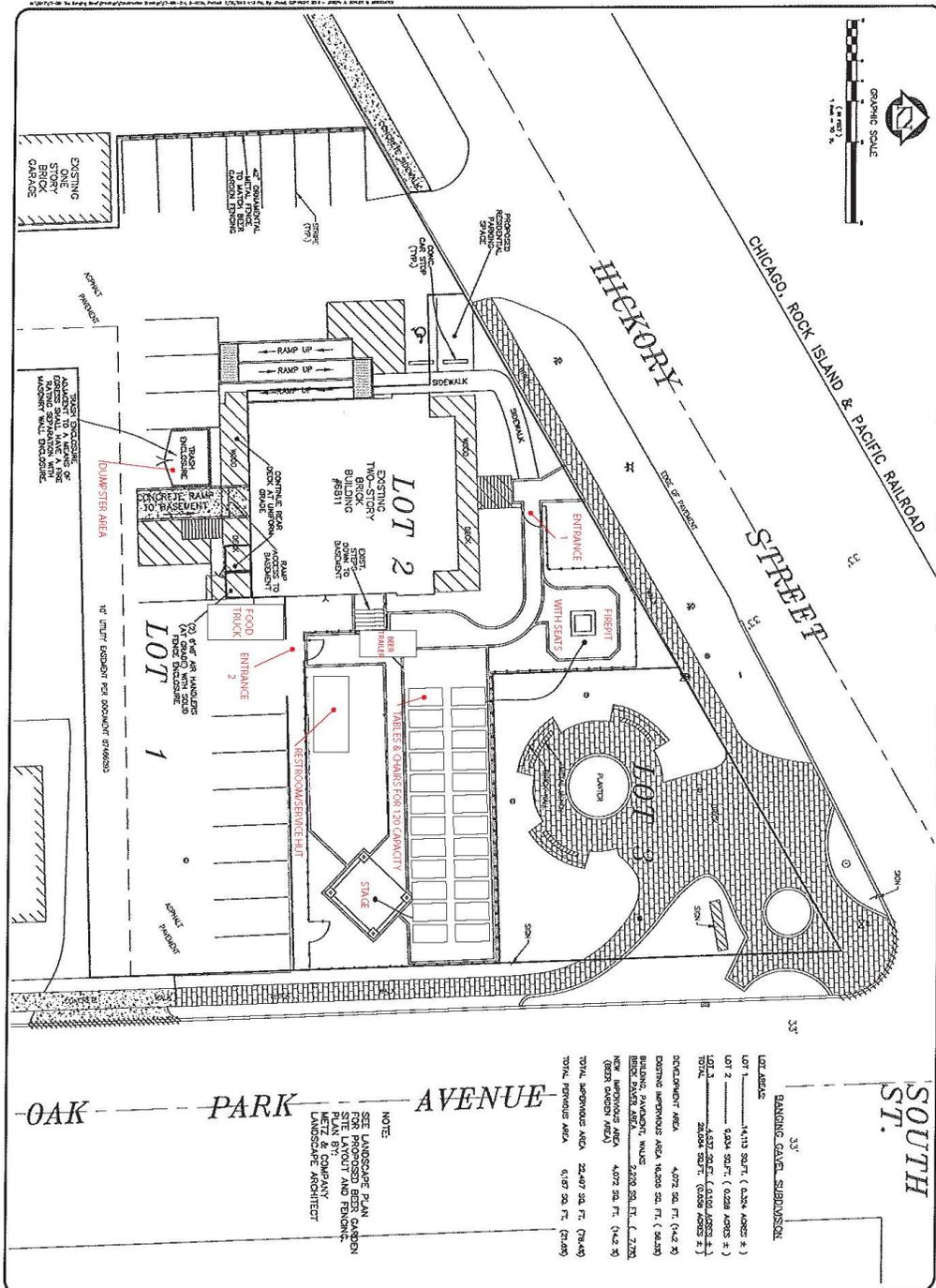
ATTEST:

By: _____

Its: _____

Date: _____, 2021

EXHIBIT A



RECORDING CERTIFICATE SUBDIVISION

LOT AREAS	ACRES
LOT 1	1.419 SQ. FT. (0.034 ACRES ±)
LOT 2	9,834 SQ. FT. (0.228 ACRES ±)
LOT 3	4,072 SQ. FT. (0.093 ACRES ±)
TOTAL	15,325 SQ. FT. (0.355 ACRES ±)

DEVELOPMENT AREA	SQ. FT.	ACRES
EXISTING IMPROVED AREA	4,072 SQ. FT.	(0.093)
EXISTING IMPROVED AREA	4,072 SQ. FT.	(0.093)
EXISTING IMPROVED AREA	4,072 SQ. FT.	(0.093)
TOTAL IMPROVED AREA	12,216 SQ. FT.	(0.281)
TOTAL IMPROVED AREA	12,216 SQ. FT.	(0.281)

NOTE:
SEE PARAGRAPHS 2 AND 3 OF THE SUBDIVISION PLAN BY COMPANY LANDSCAPE ARCHITECT

DATE: 05-17-21
DRAWN BY: JAS
CHECKED BY: JAS
SCALE: AS SHOWN
SHEET NO: 2 OF 2
PROJECT NO: 77-051

THE BANGING CAVEL
TINLEY PARK, IL
SITE GEOMETRIC PLAN

Joseph A. Schudt & Associates
9455 ENTERPRISE DRIVE MOKENA, IL 60448
PHONE: 708-720-1000 FAX: 708-720-1085

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

EXHIBIT B
OUTDOOR BEER GARDEN OPERATIONS SUMMARY
FOR BANGING GAVEL BREWS

I. Initial Days & Hours of

Operation:

Monday: closed

Tuesday: 3pm to 10pm

Wednesday: closed

Thursday: 3pm to 10pm

Friday: 3pm to 11pm

Saturday: Noon to 11:00pm

Sunday: Noon to 11:00pm

(BGB reserves the right to adjust hours of operation to conform with demand)

II. Layout

See attached diagram for location of bathrooms, food truck, seating, beer trailer, dumpster.

III. Beverages Available

Beers on tap

Wines on tap

Cocktails on tap and cans Non-Alcoholic: Pop & Water

IV. Food Options

sip. wine bar will provide food for a portion of the time open

Food trucks and caterers will provide additional food services

Ed & Joe's will have a special delivery menu created exclusively for beer garden patrons

V. Signage

Mesh banner sign to hang on fence facing Oak Park Ave

Sandwich board Sign



Interoffice Memo

Date: May 18, 2021

To: Committee of the Whole

CC: David Niemeyer, Village Manager
Kimberly Clarke, Community Development Director

From: Priscilla Cordero, Business Development Manager

Subject: JMW Properties, LLC TIF Redevelopment Agreement Request

BACKGROUND

JMW Properties, LLC, represented by Mr. Alan Silverman, owns an 11-acre developed shopping center on the south side of 159th Street just east of Harlem Avenue. The shopping center consists of two outlots along 159th Street and one large multi-tenant building to the rear of the property. The first outlot is occupied by a Burger King and the second outlot is currently a vacant parking lot with potential for development. The rear multi-tenant building is approximately 124,000sf and is occupied by Hobby Lobby and Burlington. JMW developed the site in 1971 for Kmart (Kmart relocated to 16300 Harlem about 1995 and closed in 2005), and has remained the owner of the property. Mr. Silverman had projected losing both tenants of the main building by October 31, 2021 when both leases were scheduled to expire and reached out to the Village for assistance in November 2020. At the time, Hobby Lobby indicated they did not have a desire to renew their lease, and Burlington intended to downsize and relocate to the Tinley Park Plaza (Brixmor) development nearby.

Mr. Silverman has obtained initial commitments from Hobby Lobby to renew its lease, and Floor & Décor to occupy the approximately 70,000sf of space currently occupied by Burlington. Retaining Hobby Lobby at this location will keep 65 full-time jobs in the community, as well as the local sales tax revenues the store produces. Floor & Décor is estimated to create 115 full-time jobs and is expected to produce a substantial sales tax revenue.

THE PROJECT

Mr. Silverman expects to incur approximately \$2.3 million in total project costs which includes \$1.2 million in physical improvements on site. The main shopping center building will be re-roofed; exterior repainted; and sidewalks modified for ADA (Americans with Disabilities Act) compliance. Parking lot and site improvements will include initial asphalt repairs installation of nine (9) new curbed landscape islands; enhanced landscaping throughout the parking lot; and improved traffic control signage and pavement markings (Phase 1), followed by a complete resurfacing (Phase 2);

REQUESTED INCENTIVE AND CONDITIONS

The proposed incentive to JMW Properties, LLC. consists of sharing up to \$960,000 of TIF incremental revenue produced by this site alone. The Village proposes to share 75% of the TIF increment produced for a maximum of 10 years to reimburse the eligible costs with the conditions:

1. Phase 2 parking lot improvements (resurfacing and restriping/marketing entire lot) is to be completed no later than December 31, 2024.
2. The vacant outlot (SE corner of 159th Street and 71st Court entrance) Phase 1 asphalt repairs may be initially deferred as the owners are working towards a new development proposal for the site. If the redevelopment plan is not presented to staff by the end of 2021, then the owner agrees to repair the parking lot the following Spring.

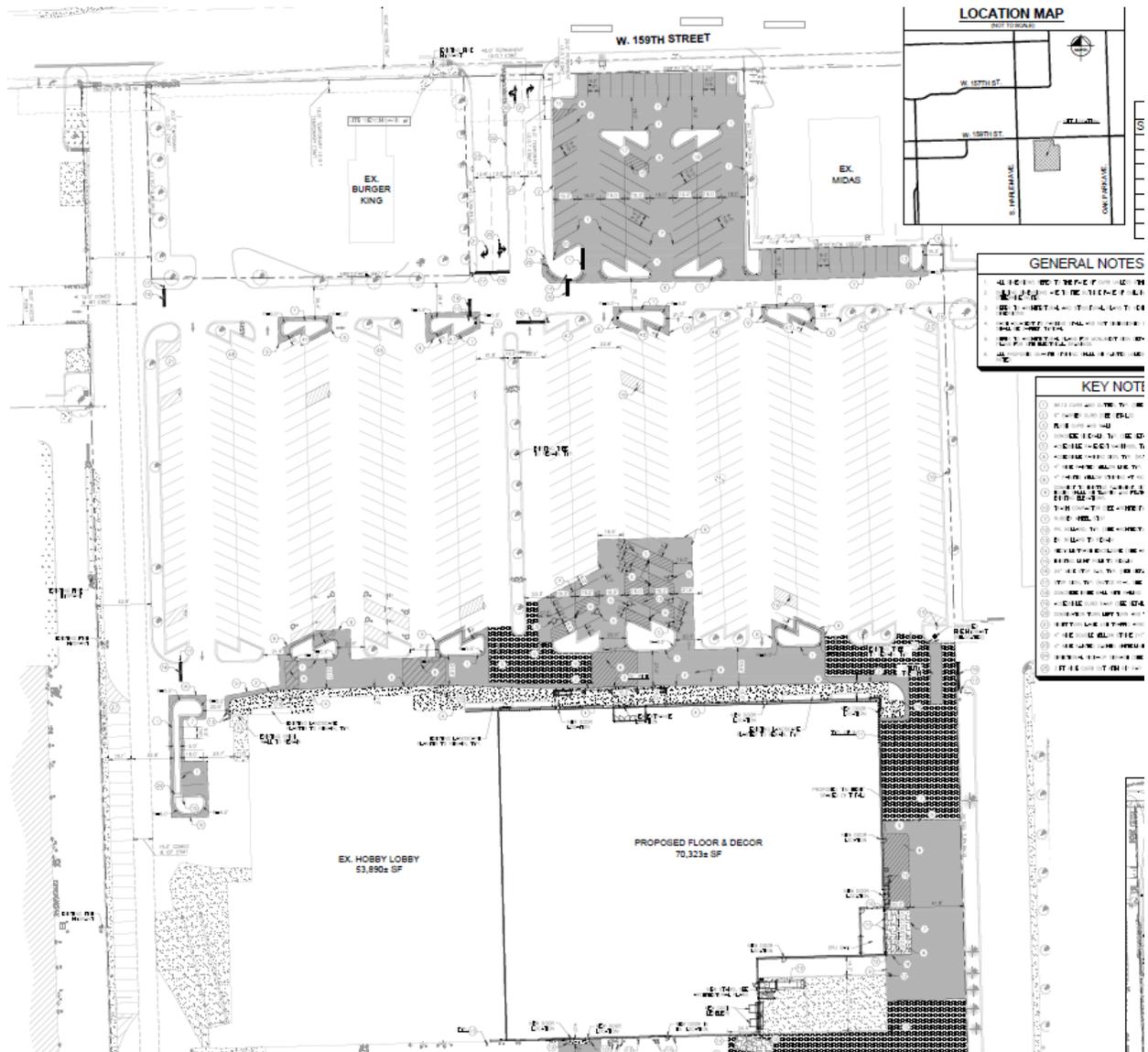
RECOMMENDATION

This incentive request has been reviewed and unanimously recommended for approval by the Economic and Commercial Commission at their regularly scheduled meeting on May 10, 2021. This agreement is expected to be presented for consideration at the Committee of the Whole and Village Board meetings to be held on May 18, 2021.

SITE MAP



SITE PLAN



1 5/12/21

2 **VILLAGE OF TINLEY PARK**
 3 **TAX INCREMENT FINANCING**
 4 **REDEVELOPMENT AGREEMENT**
 5 **(7061-7063 159th STREET)**

6 **THIS REDEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into
 7 this ___ day of _____, 2021 (the “Effective Date”), by and between the **VILLAGE OF TINLEY**
 8 **PARK**, an Illinois municipal corporation (the “Village”) and **JMW PROPERTIES LLC**, a
 9 Delaware limited liability company (the “Developer”), (the Village and Developer are hereinafter
 10 sometimes collectively referred to as the “Parties,” and individually as a “Party”, as the context
 11 may require).

12 **WITNESSETH:**

13 **WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, as amended
 14 from time to time (65 ILCS 5/11-74.4-1 et seq.) (the “Act”), the Village has undertaken a program
 15 to redevelop certain property within the Village which is generally bounded as follows: 159th
 16 Street on the north (except for certain parcels west of Oak Park Avenue and north of 159th Street),
 17 the northern boundary of Siemsen Meadows (165th Street, extended) on the south, Oak Park
 18 Avenue on the east, and Olcott Avenue on the west (the “Redevelopment Project Area”). The
 19 Redevelopment Project Area is legally described and depicted in **Exhibit A** attached hereto and
 20 made apart hereof; and

21 **WHEREAS**, on August 18, 2020, the President and Board of Trustees (the “Corporate
 22 Authorities”) of the Village, after giving all necessary notices and conducting all necessary
 23 meetings and public hearings required by the Act, adopted the following ordinances (collectively
 24 the “TIF Ordinances”): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax
 25 Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving

26 the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No.
27 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

28 **WHEREAS**, the Developer is the fee title holder of the property legally described and
29 depicted in **Exhibit B** attached hereto and made apart hereof; and

30 **WHEREAS**, the Property is located within the boundaries of the Redevelopment Project
31 Area; and

32 **WHEREAS**, the Property is currently improved with an out of date, underperforming
33 shopping center which was originally built in approximately 1971 and which currently consists of
34 approximately 124,000 square feet of retail space and outparcels (the “Shopping Center”); and

35 **WHEREAS**, the inline Shopping Center building will become vacant as of October 2021
36 when the leases for Hobby Lobby and Burlington Coat Factory (the “Current Tenants”) expire.
37 Burlington Coat Factory is downsizing and relocating their store to the adjacent shopping center
38 directly south of their current location. But for the Developer making certain improvements
39 (replacement of roof, parking lot and landscape enhancements), Hobby Lobby and the new tenant,
40 Floor & Décor, would not commit to signing a new lease.

41 **WHEREAS**, faced with significant existing and prospective vacancies, the Developer
42 proposes to undertake a major capital investment in the Property and the Shopping Center,
43 including the tear off and reconstruction of the entire roof system, parking lot upgrades that include
44 landscaping and sidewalk replacement in front of shopping center to comply with ADA
45 requirements (the Project). These improvements were necessary to accommodate Floor & Décor
46 who will occupy approximately 70,000 square foot (the Retail Tenant”) and

47 **WHEREAS**, the Village has approved preliminary site, engineering and landscape plans
48 as (the “Project Plans”) for the Project, and the Project Plans, as may be amended from time to
49 time, are attached hereto as **Exhibit C**; and

50 **WHEREAS**, the Developer has estimated that the hard and soft costs for the Project and
51 are approximately \$2.27 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto;
52 and

53 **WHEREAS**, to facilitate the development and construction of the Project and subject to
54 and in accordance with the terms of this Agreement, the Village has agreed to reimburse the
55 Developer for certain Project costs solely from Available Incremental Taxes, as those terms are
56 defined below; and

57 **WHEREAS**, the Developer has agreed to develop and construct the Project in accordance
58 with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village
59 has granted relief therefrom), as applicable to the Project Plans, and all other governmental
60 authorities having jurisdiction over the Property and the Project; and

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

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

69 **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,
70 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it
71 will deploy its own capital to finance the Project (B) the development and construction of the
72 Project as provided herein will avoid significant vacancies at the Shopping Center, further the
73 growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area,
74 improve the environment of the Village, increase the assessed valuation of the real estate situated
75 within the Village, increase sales tax revenue, foster increased economic activity within the
76 Village's commercial sectors, increase employment opportunities within the Village by creating
77 and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping
78 Center and other retail properties in the Village, is in the best interest of the Village, and is
79 otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of
80 its residents and taxpayers; and (C) without the financial assistance contemplated by this
81 Agreement, the Project would not be feasible; and

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

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

90

91

92
93

**ARTICLE I
RECITALS PART OF THE AGREEMENT**

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

97
98

**ARTICLE II
DEVELOPER OBLIGATIONS**

99 2.1 **Developer Obligations and Agreements.** In consideration of the substantial
100 commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to
101 the TIF Ordinances and its commitments contained in this Agreement, the Developer shall fulfill,
102 or has fulfilled, the following obligations:

103 A. The Developer shall construct the Project substantially in accordance with
104 the Project Plans, and the Developer shall use commercially reasonable
105 efforts to complete the Project on or before December 31, 2021, subject to
106 any Force Majeure Delays (as defined below) and extraordinary
107 construction delays; provided, however, that if Developer has not
108 commenced construction of the Project on or before August 31, 2021, either
109 Party shall have the right to terminate this Agreement. The Developer shall
110 use commercially reasonable efforts to complete the Phase II Work on or
111 before December 31, 2024 (the "Phase II Work Date").

112 B. The Developer has advanced, shall hereafter advance, or shall cause other
113 parties to advance the funds necessary to construct and complete the Project
114 and the Phase II Work.

- 115 C. The Developer has secured, or shall hereafter secure or cause to be secured,
116 all required permits, entitlements, authorizations and approvals necessary
117 or required to construct and complete the Project and the Phase II Work.
- 118 D. In the event a claim is made against the Village, its officers, officials, agents
119 and employees or any of them, or if the Village, its officers, officials, agents
120 and employees or any of them (the “Indemnified Party” or “Indemnified
121 Parties”), is made a party-defendant in any proceeding arising out of or in
122 connection with the Developer’s construction, operation, duties, obligations
123 and responsibilities under the terms of this Agreement, the Project or the
124 Phase II Work including, but not limited to, any claim or cause of action
125 concerning construction of the Project or Phase II Work and, matters
126 pertaining to hazardous materials and other environmental matters in
127 existence as of the date of this Agreement, to the extent permitted by law,
128 the Developer shall indemnify, defend and hold harmless the Indemnified
129 Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes,
130 judgments, costs, fines, fees, including expenses and reasonable attorney’s
131 fees, in connection therewith (collectively, “Losses”); provided, however,
132 that to the extent that any Losses are caused by the negligence, fraud or
133 willful misconduct of one or more Indemnified Parties, the Developer shall
134 have no obligation to indemnify such Indemnified Parties for any such
135 Losses. Any such Indemnified Party may obtain separate counsel to
136 participate in the defense thereof at his or her own expense. The
137 Indemnified Parties shall cooperate in the defense of such proceedings and

138 be available for any litigation related appearances which may be required.
139 Further, the Developer shall be entitled to settle any and all claims for
140 money, in such amounts and upon such terms as to payment as it may deem
141 appropriate, without the prior approval or consent of the Indemnified
142 Parties, or any of them, as the case may be, provided that neither the Village
143 nor any of the other Indemnified Parties shall be required to contribute to
144 such settlement except to the extent that Losses that are the subject of the
145 settlement are caused by the negligence, fraud or willful misconduct of an
146 Indemnified Party.

147 E. Notwithstanding anything herein to the contrary, none of the Indemnified
148 Parties shall not be liable to the Developer for damages of any kind or nature
149 whatsoever or otherwise in the event that, except where due to the
150 negligence, fraud or willful misconduct of one or more of the Indemnified
151 Parties, all or any part of the Act, or any of the TIF Ordinances or other
152 ordinances of the Village adopted in connection with either the Act or this
153 Agreement, shall be declared invalid or unconstitutional in whole or in part
154 by the final (as to which all rights of appeal have expired or have been
155 exhausted) judgment of any court of competent jurisdiction, and by reason
156 thereof either the Village is prevented from performing any of the
157 covenants and agreements herein or the Developer is prevented from
158 enjoying the rights and privileges hereof; provided that nothing in this
159 Section 2.1.E shall limit otherwise permissible claims by the Developer
160 against the Village or actions by the Developer seeking specific

161 performance of this Agreement or payment of amounts due in the event of
162 a breach of this Agreement by the Village.

163 F. Upon reasonable notice, the Village Manager, or his designee, shall have
164 access to all portions of the Project while it is under construction during
165 normal business hours for the purpose of determining compliance with this
166 Agreement, applicable laws and applicable regulations; provided, however,
167 that any such person(s) shall comply with all construction site rules and
168 regulations while such person(s) is on or near the Property. Additionally,
169 the Developer shall keep and maintain detailed accountings of expenditures
170 demonstrating the total actual costs of the Developer's Project and Phase II
171 Work costs. All such books, records and other documents, including but
172 not limited to the general contractor's and subcontractors' sworn
173 statements, general contracts, subcontracts, purchase orders, waivers of
174 lien, paid receipts and invoices, and documentation evidencing that the
175 Developer has incurred and paid any expense for which reimbursement as
176 the Developer's Project and Phase II Work costs, including Redevelopment
177 Project Costs, is sought by Developer hereunder shall be made available in
178 electronic format for inspection, copying, audit and examination by an
179 authorized representative of the Village for a period of five (5) years after
180 issuance of the Certificate of Completion (as defined below). The Village
181 shall treat all such information as confidential business materials, the
182 disclosure of which would cause the Developer competitive harm. As such,
183 the Village shall not disclose any such information pursuant to a Freedom

184 of Information Act request unless compelled to by the Attorney General or
185 a court of competent jurisdiction.

186 G. The Developer shall cooperate with the Village and provide the Village with
187 the information in Developer's possession or control required and necessary
188 under the Act to enable the Village to comply with the Act and its
189 obligations under this Agreement.

190 H. The Developer shall comply with the fair employment/affirmative action
191 principles contemplated by the Act and the TIF Ordinances, and with all
192 applicable federal, state and municipal regulations in connection with the
193 construction of the Project.

194 I. The Developer has furnished to the Village a Project Budget showing total
195 costs for the Project and the Phase II Work in the amount of \$2.27 million
196 as set forth in **Exhibit D**. The Developer hereby certifies to the Village that
197 the Project Budget is true, correct and complete, to the best of the
198 Developer's knowledge, in all material respects.

199 **2.2 Representations and Warranties About Ownership.** The Developer represents,
200 warrants and covenants that, to its knowledge, no member, official, officer, employee of the
201 Village, or any commission or committee exercising authority over the Project or the Property, or
202 any consultant hired by the Village or the Developer with respect thereto, owns or controls or has
203 owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,
204 or will own or control any interest in the Project, and that this Agreement will not violate Section
205 5/11-74.4-4(n) of the Act. Any representation or warranty made "to Seller's actual knowledge" or
206 similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2,

229 Estimated Redevelopment Project Costs are \$1.2 million, which will be paid from
230 Available Incremental Taxes. The Maximum Reimbursement Amount shall always be
231 \$960,000.

232 **3.2 Available Incremental Taxes.** Following issuance of the Certificate of
233 Expenditure, as defined below, the Village shall pay the Developer from Available Incremental
234 Taxes generated during the Available Incremental Tax Term for Redevelopment Project Costs
235 incurred by the Developer. The term “Available Incremental Taxes” shall mean seventy five
236 percent (75%) of all net incremental ad valorem real property taxes received by the Village, if any,
237 arising from the levies upon the Property attributable to the then current equalized assessed
238 valuation of the Property over and above the initial equalized assessed value of the Property, all as
239 determined pursuant to Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties
240 acknowledge that the initial equalized assessed value of the Property, as set forth in the TIF
241 Ordinances, shall be the basis for determining incremental taxes; provided, however, that if the
242 final equalized assessed value of the Property is greater at the time the Developer commences the
243 Project, then such greater assessed value shall be used for the determination of incremental taxes.
244 Upon commencement of the Project, the Village shall provide written verification of the equalized
245 assessed value of the Property to be used for the purposes of calculating incremental taxes. The
246 term “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment
247 project costs” in Section 5/11-74.4-3(q) of the Act which are eligible for reimbursement under the
248 Act and which have been approved in the TIF Ordinances. The term “Available Incremental Tax
249 Term” shall mean that 10-year period, commencing on the date identified in the Developer Notice,
250 as defined below, and ending 10 years thereafter. The Parties anticipate that the Developer will
251 incur approximately **One Million Two Hundred Thirty Five Thousand Dollars and No Cents**

252 (\$1,235,000) in Redevelopment Project Costs, as set forth in Exhibit F attached hereto and made
253 a part hereof.

254 3.3 The Developer agrees and understands that: (1) the sole source of funds for
255 payment of the Economic Assistance is expressly limited to Available Incremental Taxes; (2) the
256 Developer is assuming the risk that Available Incremental Taxes generated during the term of this
257 Agreement may be less than the Maximum Reimbursement Amount; (3) the Developer will have
258 no right to compel the exercise of any taxing power of the Village for payment of any of the
259 reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this Agreement
260 do not and will not represent or constitute a general obligation or a pledge of the faith and credit
261 of the Village, the State of Illinois or any political subdivision thereof;

262 3.4 **Timing of Reimbursement Payments.**

263 A. Upon completion of the Project, the Developer shall submit a Certificate of
264 Expenditure, substantially in the form set forth on Exhibit G (the
265 "Certificate of Expenditure") to document and substantiate the amount of
266 Project and Phase II Work costs incurred by the Developer (the "Actual
267 Project Costs"), including Redevelopment Project Costs. In addition to the
268 Certificate of Expenditure, the Developer's submission shall include such
269 evidence reasonably acceptable to the Village that validates the Developer
270 has incurred such Redevelopment Project Costs. Such evidence shall
271 include, but is not limited to, owner's sworn statements, contractor and
272 subcontractor lien waivers, invoices and cancelled checks related thereto,
273 or such other documents as may be appropriate or required. The Village
274 shall approve the Certificate of Expenditure within thirty (30) days of

275 receipt, provided that all necessary and sufficient supporting documentation
276 has been supplied by the Developer. All costs approved pursuant to a
277 Certificate of Expenditure shall be included in the calculation of Actual
278 Project Costs.

279 **3.5 Certificate of Completion.** Upon the Developer's written request the Village shall
280 issue to the Developer a Certificate of Completion in recordable form confirming that the
281 Developer has fulfilled its obligation to complete the Project in accordance with the terms of this
282 Agreement. The Village shall issue the Certificate of Complete only upon (i) the Village's
283 determination of Developer's satisfactory completion of the Project, and (ii) the Village's approval
284 of a Certificate of Expenditure for the Project. The Village shall respond to the Developer's written
285 request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a
286 written statement detailing the ways in which the Project does not conform to this Agreement or
287 has not been satisfactorily completed, and the measures which must be taken by the Developer in
288 order to obtain the Certificate of Completion. The Developer may resubmit a written request for
289 a Certificate of Completion upon accomplishment of such measures.

290 **3.6 Developer Indemnification.** In the event a claim is made against the Developer,
291 its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of
292 them, or if the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents
293 and employees or any of them (the "Developer Indemnified Party" or "Developer Indemnified
294 Parties"), is made a party-defendant in any proceeding arising out of or in connection with the
295 Village's duties, obligations and responsibilities under the terms of this Agreement to the extent
296 permitted by law, the Village shall indemnify, defend and hold harmless the Developer
297 Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes,

298 judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection
299 therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in
300 the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate
301 in the defense of such proceedings and be available for any litigation related appearances which
302 may be required. Further, the Village shall be entitled to settle any and all claims for money, in
303 such amounts and upon such terms as to payment as it may deem appropriate, without the prior
304 approval or consent of the Developer Indemnified Parties, or any of them, as the case may be,
305 provided that neither the Developer nor any of the other Developer Indemnified Parties shall be
306 required to contribute to such settlement.

307 **ARTICLE IV**
308 **AUTHORITY**

309 4.1 **Village Powers and Authority.** The Village hereby represents and warrants to
310 the Developer that the Village has full constitutional and lawful right, power and authority, under
311 currently applicable law, to execute and deliver and perform the terms and obligations of this
312 Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by
313 all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes
314 the legal, valid and binding obligation of the Village, and is enforceable in accordance with its
315 terms and provisions and the execution of this Agreement does not require the consent of any other
316 governmental authority.

317 4.2 **Developer Powers and Authority.** The Developer hereby represents and warrants
318 to the Village that the Developer has full lawful right, power and authority, under currently
319 applicable law, to execute and deliver and perform the terms and obligations of this Agreement,
320 and the foregoing has been or will be duly and validly authorized and approved by all necessary
321 Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation

346 No breach of this Agreement may be found to have occurred if performance has commenced to
347 the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such
348 notice; provided, however that if the Developer alleges that the Village has failed to pay
349 Incremental Taxes as and when required, then the Village shall have thirty (30) days to cure such
350 default. The prosecution of the conduct necessary to remedy the alleged breach must be diligently
351 pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be
352 tolled during any applicable time period during which a delay in performance is permitted as an
353 event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the
354 tolling of the performance of any obligation shall be limited to the obligation or action as to which
355 the Force Majeure Delay provisions apply.

356 In the event that either Party shall breach any provision of this Agreement and fail to cure
357 said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement,
358 the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available
359 at law or in equity, in any court of competent jurisdiction, including an action for specific
360 performance of the covenants and agreements herein contained. Notwithstanding the foregoing,
361 the Village remedy for monetary breaches shall be limited to its actual (but not consequential)
362 damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this
363 Agreement, including attorneys' fees. Except as otherwise set forth herein, no action taken by a
364 Party pursuant to the provisions of this Section 5.2 or pursuant to the provisions of any other
365 section of this Agreement shall be deemed to constitute an election of remedies and all remedies
366 set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set
367 forth herein or available to any Party at law or in equity. Notwithstanding anything herein to the

368 contrary, in the event that the Developer fails to complete the Project, the Village's sole remedy
369 shall be to withhold payment of Incremental Taxes.

370 5.3 **Default Shall Not Permit Termination of Agreement.** No default under this
371 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;
372 provided, however, this limitation shall not affect any other rights or remedies the Parties may
373 have by reason of any default under this Agreement.

374 5.4 **Right to Enjoin.** In the event of any violation or threatened violation of any of
375 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a
376 court of competent jurisdiction for an injunction against such violation or threatened violation,
377 and/or for a decree of specific performance.

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ARTICLE VI GENERAL PROVISIONS

381 6.1 **Timing.** Time is of the essence of this Agreement. The Parties will make every
382 reasonable effort to expedite the subject matters hereof and acknowledge that the successful
383 performance of this Agreement requires their continued cooperation.

384 6.2 **Mutual Assistance.** The Parties agree to take such actions, including the execution
385 and delivery of such documents, instruments and certifications (and, in the case of the Village, the
386 adoption of such ordinances and resolutions), as may be necessary or appropriate from time to
387 time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other
388 in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or
389 amend one or more of the TIF Ordinances if such revocation or amendment would prevent or
390 impair the development of the Project in accordance with this Agreement or the Village's
391 performance of its obligations hereunder. The Parties shall cooperate fully with each other in

392 securing from any and all appropriate governmental authorities (whether federal, state, county or
393 local) any and all necessary or required permits, entitlements, authorizations and approvals to
394 develop and construct the Project.

395 6.3 **Force Majeure.** Neither the Village nor Developer nor any successor in interest
396 to either of them shall be considered in breach of or in default of its obligations under this
397 Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions,
398 takings, and limitations arising subsequent, war, state or national emergency, government
399 mandated closures, damage or destruction by fire or other casualty, strike, shortage of material,
400 unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain
401 storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes
402 or cyclones, and other events or conditions beyond the reasonable control of the Party affected
403 which in fact interferes with the ability of such Party to discharge its obligations hereunder (in
404 each case, a “Force Majeure Delay”). In each case where a Party hereto believes its performance
405 of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force
406 Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the other Party of the
407 nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation,
408 duty or covenant which it believes is delayed or impaired by reason of the designated event.
409 Notification shall be provided in accordance with Section 6.8. Performance of the obligation, duty
410 or covenant impaired by reason of the designated event shall be tolled for that period of time
411 reasonably necessary to remove or otherwise cure the impediment to performance and the Party
412 relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with
413 reasonable diligence given the nature of the impairment, to the extent the same may be reasonably
414 cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation,

415 duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further,
416 nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this
417 Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity
418 of a claimed event of Force Majeure Delay.

419 6.4 **Amendment.** This Agreement, and any exhibits attached hereto, may be amended
420 only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of
421 an ordinance or resolution of the Village approving said written amendment, as provided by law,
422 and by the execution of said written amendment by the Parties. Notwithstanding the foregoing, an
423 amendment to the Project Plans shall not require an amendment to this Agreement. In addition,
424 the Village Manager may effect Minor Modifications to this Agreement without the same being
425 deemed an amendment to this Agreement which requires action by the Village President and the
426 Board of Trustees. For the purposes of this Agreement, the term “Minor Modification” means a
427 modification or waiver of any requirement, specification, or other term set forth in this
428 Agreement, consented to by the Parties in writing, whereby such modification or waiver does
429 not materially affect the goals, purposes, or nature of the Agreement.

430 6.5 **Entire Agreement.** This Agreement sets forth all agreements, understandings and
431 covenants between and among the Parties relative to the matters herein contained. This Agreement
432 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be
433 deemed a full integration of the entire agreement of the Parties.

434 6.6 **Severability.** If any provisions, covenants, agreement or portion of this
435 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall
436 not affect the application or validity of any other provisions, covenants or portions of this

437 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement
438 are declared to be severable.

439 6.7 **Consent or Approval.** Except as otherwise specifically provided in this
440 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is
441 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

442 6.8 **Illinois Law.** This Agreement shall be construed in accordance with the laws of the
443 State of Illinois.

444 6.9 **Notice.** Any notice, request, consent, approval or demand (each, a “Notice”) given
445 or made under this Agreement shall be in writing and shall be given in the following manner: (A)
446 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return
447 receipt requested; (C) by sending e-mail transmission of such Notice with confirmation of receipt;
448 or (D) by commercial overnight delivery of such Notice. All Notices shall be delivered to the
449 addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the
450 fifth Business Day (as defined below) after the date of mailing. Notice served by e-mail
451 transmission shall be effective as of date and time of e-mail transmission, provided that the Notice
452 transmitted shall be sent on a Business Day during business hours. In the event e-mail Notice is
453 transmitted on a non-Business Day or during non-business hours, the effective date and time of
454 Notice is the first business hour of the next Business Day after transmission. Notice served by
455 commercial overnight delivery shall be effective on the next Business Day following deposit with
456 the overnight delivery company. For purposes hereof, the first “business hour” of a Business Day
457 shall be 8:00 a.m. Central time and the last “business hour” shall be 6:00 p.m. Central time. The
458 term “Business Day” shall be Monday through Friday, excluding federal and State of Illinois
459 holidays.

460 If to the Village:

461 Village of Tinley Park
462 Attn: Village Manager
463 16250 South Oak Park Avenue
464 Tinley Park, Illinois 60477
465 dniemeyer@tinleypark.org

466 with a copy to:

467 Peterson, Johnson & Murray Chicago, LLC
468 Attn: Kevin Kearney
469 200 West Adams Street, Suite 2125
470 Chicago, Illinois 60606
471 kkearney@pjmchicago.com

472 If to the Developer:

473

474

475 With a copy to:

476 JMW Properties

477 with a copy to:

478

479 6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of
480 which shall be an original and all of which shall constitute but one and the same agreement.

481 6.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective
482 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement
483 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,
484 however, the Village's obligation to make a final reimbursement payment of Available
485 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the
486 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the
487 term of the Agreement.

488 6.12 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to
489 exercise their rights and remedies hereunder and to perform their covenants, agreements and
490 obligations hereunder, reasonably and in good faith.

491 6.13 **Drafting.** Each Party and its counsel have participated in the drafting of this
492 Agreement therefore none of the language contained in this Agreement shall be presumptively
493 construed in favor of or against either Party.

494 6.14 **Recording.** The Developer shall be permitted to record, at its costs and expense, a
495 memorandum of this Agreement with the Cook County Recorder of Deeds.

496 6.15 **Covenants Run with the Land/Successors and Assigns.** It is intended that the
497 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in
498 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all
499 such covenants shall run with and be enforceable against both the covenanted and the Property.
500 Such covenants shall terminate upon termination or expiration of this Agreement. On or before
501 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm
502 termination of this Agreement which Developer may, at its sole cost and expense, record against
503 the Property. This Agreement shall inure to the benefit of, and shall be binding upon each
504 Developer and each Developer's respective successors, grantees and permitted assigns, and upon
505 successor corporate authorities of the Village and successor municipalities.

506 6.16 **Assignment.** Prior to issuance of the Certificate of Completion, Developer may
507 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an
508 affiliate or party providing financing for the Project, without the prior express written consent
509 of the Village. After to issuance of the Certificate of Completion, the Developer may assign

510 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers at
511 least ten (10) days notice prior to such assignment taking effect.

512 6.17 **Partial Funding.** Except as otherwise set for in this Agreement, the Developer
513 acknowledges and agrees that the economic assistance to be received by the Developer as set forth
514 in this Agreement is intended to be and shall be a source of partial funding for the Project and
515 agrees that any additional funding above and beyond said economic assistance shall be solely the
516 responsibility of the Developer. The Developer acknowledges and agrees that the amount of
517 economic assistance set forth in this Agreement represents the maximum amount of economic
518 assistance to be received by the Developer, provided the Developer complies with the terms and
519 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the
520 Village is not a joint developer or joint venturer with the Developer and the Village is in no way
521 responsible for completion of any portion of the Project.

522 6.18 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to
523 enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this
524 Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs,
525 including reasonable attorneys' and consultants' fees, in addition to whatever other relief the
526 prevailing party may be entitled.

527 6.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon
528 not less than ten (10) business days prior request, a certificate certifying that this Agreement is in
529 full force and effect (unless such is not the case, in which such Party shall specify the basis for
530 such claim), that the requesting Party is not in default of any term, provision or condition of this
531 Agreement beyond any applicable notice and cure provision (or specifying each such claimed
532 default) and certifying such other matters reasonably requested by the requesting Party. If either

533 Party fails to comply with this provision within the time limit specified, it shall be deemed to have
534 appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific
535 request only.

536 [SIGNATURE PAGES FOLLOW]

537

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

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

542 By: _____
 543 Village President

544

545 ATTEST:

546 _____
 547 Village Clerk

JMW Properties, LLC,
 a Delaware limited liability company

By: _____
 Name: _____
 Its: _____,

EXHIBIT A**Legal Description of Redevelopment Project Area**

THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF

THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE

EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED

APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS

352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524

(RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWN DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR

PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.

Map of Redevelopment Project Area

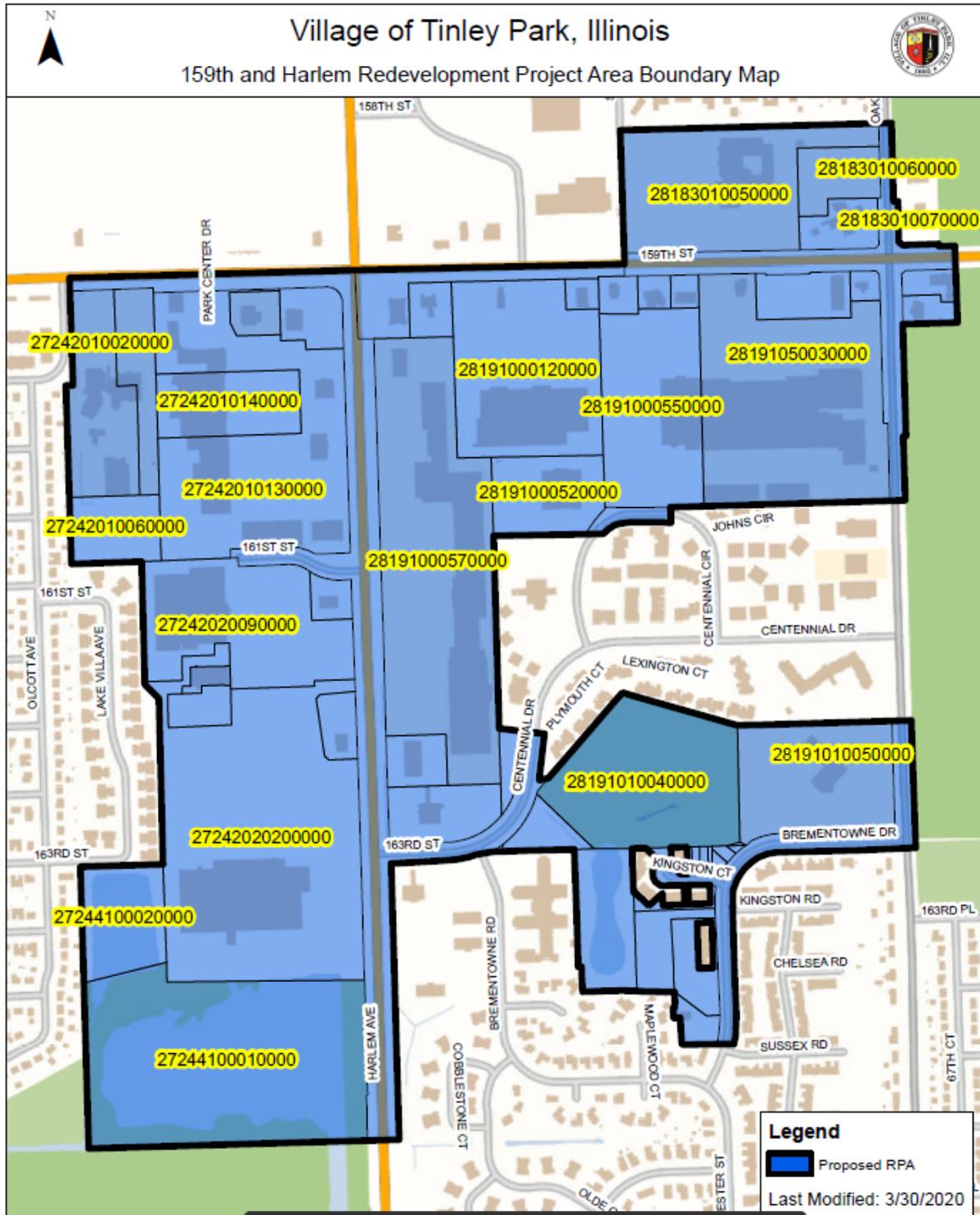


EXHIBIT B**Legal Description and Map of Property**

THAT PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON A LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST ¼ AT THE SOUTH RIGHT-OF-WAY LINE OF 159TH STREET; THENCE SOUTH ON SAID LINE 1094 FEET EAST OF SAID WEST LINE 800 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 45 SECONDS WEST 665 FEET TO THE EAST LINE OF THE WEST 26 RODS OF SAID WEST ½ OF THE NORTHWEST ¼; THENCE NORTH 790 FEET ALONG SAID LAST SAID LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 159TH STREET; THENCE NORTH 87 DEGREES 15 MINUTES 43 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 212.24 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE 453 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE NORTH 150 FEET OF THE EAST 150 FEET), ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PORTION TAKEN BY CONDEMNATION BY THE STATE OF ILLINOIS, IN CASE NO. 93 L 50936, ALL IN COOK COUNTY, ILLINOIS.

Legal Description of Property

PIN(S): 28-19-100-057; 28-19-100-058

COMMONLY KNOWN AS: 7061-7063 159th Street
Tinley Park, Illinois

EXHIBIT C

Project Plans

EXHIBIT D
Project Budget

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Brokerage Commissions	\$585,000
Asbestos Removal	\$300,000
Parking Lot Repair Phase 1 (includes landscaping)	\$150,000
Parking Lot Repair Phase 2	\$300,000
New Roof Installation	\$485,000
Legal, Engineering, Architectural, ect	\$75,000
Developer's Fee	\$375,000
Total	<hr/> \$2,270,000
<hr/>	
<hr/>	

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 _____ (the "Developer").

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 Developer 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.

Affiant: _____

Subscribed and Sworn to before me this _____ day of September, 2020.

Notary Public

EXHIBIT F**Redevelopment Project Costs**

New Roof Installation*	\$485,000
Parking Lot Repair Phase 1 (includes landscaping)	150,000
Parking Lot Resurfacing (Phase II)	\$300,000
Asbestos Removal	\$300,000
Total Redevelopment Costs	\$1,235,000

*Only 80% of roof cost will be covered by Village

EXHIBIT G

Form of Certificate of Expenditure

Date: _____, 2021

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

Re: JMW PROPERTIES, LLC ("Developer") \$_____ Incremental Tax Reimbursement

This Certificate of Expenditure is provided pursuant to the Village of Tinley Park Tax Increment Financing Redevelopment Agreement (Phase I) by and between Developer and the Village, dated _____, 2020, as authorized pursuant to Resolution No. 2020-R-____ (the "Redevelopment Agreement"). All terms used herein shall have the same meaning as when used in the Redevelopment Agreement.

Developer hereby certifies that, as of the date hereof, \$_____ has been advanced by Developer 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, Developer has caused this certification to be signed on its behalf as of the date shown above.

JMW Properties, LLC

By: _____
Name: _____
Title: _____

097205.000009 4821-8878-9953.5



Interoffice Memo

Date: May 14, 2021

To: Village Board

From: David Niemeyer, Village Manager

cc: Pat Carr, Assistant Village Manager
Kimberly Clarke, Community Development Director
Patrick Connelly, Village Attorney

Subject: GovTemp – Planning Consultant

Planning Manager, Paula Wallrich, is set to retire from this position on May 27, 2021. It is recommended that the Village enter into a Professional Services Agreement with GovHR to hire Paula as a Planning Consultant to provide some continuity with projects.

The attached contract establishes Paula's service as Planning Consultant through December 31, 2021 at a rate of pay of \$77.49/hour. The actual rate paid to Ms. Wallrich will be \$55.35/hour. The number of hours per week will vary based on project needs. Employee will be paid for only hours worked.

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

RESOLUTION
NO. 2021-R-035

**A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES
AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF A PLANNING
CONSULTANT**

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

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

RESOLUTION NO. 2021-R-035**A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF A PLANNING CONSULTANT**

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 Professional Services Agreement with GovTempsUSA, LLC, a true and correct copy of such Professional Services Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 18th day of May, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of May, 2021, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

AGREEMENT WITH GOVTEMPSUSA, LLC

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-035, “A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOVTEMPSUSA, LLC FOR PROVISION OF A PLANNING CONSULTANT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

 VILLAGE CLERK

**EXHIBIT A
Worksite Employee and Base Compensation**

REVISED AND UPDATED – Effective June 1, 2021

WORKSITE EMPLOYEE: Paula Wallrich

POSITION/ASSIGNMENT: Project Assignment - Planning Consultant

TERM OF POSITION: June 1, 2021 – December 31, 2021.

Agreement may be extended up to September 9, 2022 with agreement

between parties. Please review section 5 of Agreement for the complete terms of position.

BASE COMPENSATION: \$77.49/hour. The number of hours per week will vary based on project needs. Employee will be paid for only hours worked. Hours worked shall be communicated via email to payroll@govtempusa.com by the close of business on the Monday after the prior work week. The Municipality will be invoiced every other week and payment may be remitted via check or ACH.

GOVTEMPUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: April 20, 2021

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company’s signature above.



Interoffice Memo

Date: May 18, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant to the Village Manager

Subject: Class N Liquor License Request Request – Hampton Inn – 18501 North Creek Drive

Background:

The petitioner, Hampton Inn, approached the Mayor's Office seeking a Class N Liquor License prior to COVID, and has now been back in contact looking to move things forward. A Class N Liquor License authorizes a hotel to serve beer and wine on the premises, in addition to operate a pantry selling packaged beer and wine for the convenience of guests staying at the hotel.

Hampton Inn is conveniently located off of I-80 and easily accessible from the Hollywood Casino Amphitheater, Tinley Park Convention Center, and down town Tinley. It currently operates a convenience shop that sells items such as pop, water, candy, chips, etc. It is open 24/7, but the sale of alcohol will be in conformity with the permitted hours for alcohol sales as designated by Village code. Employees who handle alcohol sales will be BASSETT certified. This hotel does not operate a bar.

Request: Award a Class N Liquor License to Hampton Inn located at 18501 North Creek Drive.

Tinley Park Hampton Inn (18501 North Creek Drive)

The Hampton Inn would like to start selling bottled beer and wine to guests from their small convenience shop by the front desk. To do that they are interested in applying for a Class N alcohol license with the Village of Tinley Park. The alcohol would be for on premise consumption. Outside the convenience shop, extra alcohol would be stored in a locked storage closet. The alcohol sale hours would be all hours allowed by the Village of Tinley Park which is 6am-2am Monday-Saturday and Noon-2am on Sundays.

Currently the convenience shop sells other items such as pop, water, candy, chips, etc. It is open 24/7 but the alcohol would only be sold during the allowable hours. Employees handling alcohol will take the required alcohol training. The hotel does not have a bar. In addition to the convenience shop the hotel offers a complimentary breakfast to guests.

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

ORDINANCE
NO. 2021-O-029

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “N” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HAMPTON INN
LOCATED AT 18501 N CREEK DRIVE)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-029**AN ORDINANCE INCREASING THE NUMBER OF CLASS “N” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HAMPTON INN LOCATED AT 18501 N CREEK 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, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to add one (1) additional Class “N” liquor license; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to increase the number of Class “N” liquor licenses authorized to be issued pursuant to this Ordinance; and

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

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

SECTION 2: : Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “N” licenses that can be issued by the Village shall be and is hereby increased from one (1) to two (2), (this increase in the number of Class “N” liquor licenses reflects the availability of one additional Class “N” liquor license to be issued to Hampton Inn, located at 18501 N Creek Drive).

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

PASSED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-029, “AN ORDINANCE INCREASING THE NUMBER OF CLASS “N” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HAMPTON INN LOCATED AT 18501 N CREEK DRIVE) which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



Interoffice Memo

Date: May 18, 2021

To: Village Board of Trustees

Cc: David Niemeyer, Village Manager

From: Hannah Lipman, Assistant to the Village Manager

Subject: Class N Liquor License Request Request – EVEN Hotel – 18501 Convention Center Drive

Background:

The petitioner, Dan Fitzgerald – Managing Director EVEN Hotel & Tinley Park Convention Center, has approached the Mayor’s Office seeking a Class N Liquor License. A Class N Liquor License authorizes a hotel to serve beer and wine on the premises, in addition to operate a pantry selling packaged beer and wine for the convenience of guests staying at the hotel.

The newly renovated EVEN Hotel has 202 guest rooms with an on-site fitness center, restaurant, and more. The Class N Liquor License will compliment the services provided and add convenience to hotel guests.

Request: Award a Class N Liquor License to EVEN Hotel located at 18501 Convention Center Drive.

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

ORDINANCE
NO. 2021-O-028

**AN ORDINANCE INCREASING THE NUMBER OF CLASS “N” LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE (EVEN HOTEL
LOCATED AT 18501 CONVENTION CENTER DRIVE)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-028**AN ORDINANCE INCREASING THE NUMBER OF CLASS “N” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (EVEN HOTEL LOCATED AT 18501 CONVENTION CENTER 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, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to add one (1) additional Class “N” liquor license; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to increase the number of Class “N” liquor licenses authorized to be issued pursuant to this Ordinance; and

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

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

SECTION 2: : Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “N” licenses that can be issued by the Village shall be and is hereby increased from two (2) to three (3), (this increase in the number of Class “N” liquor licenses reflects the availability of one additional Class “N” liquor license to be issued to EVEN Hotel, located at 18501 N Creek Drive).

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption and approval.

PASSED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 2021.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-028, “AN ORDINANCE INCREASING THE NUMBER OF CLASS “N” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (EVEN HOTEL LOCATED AT 18501 CONVENTION CENTER DRIVE) which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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

RESOLUTION
NO.2021-R-030

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
TINLEY PARK POLICE SERGEANTS AND THE VILLAGE OF TINLEY
PARK**

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

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

Board of Trustees

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-030**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE
TINLEY PARK POLICE SERGEANTS AND THE VILLAGE OF TINLEY
PARK**

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

WHEREAS, the Village of Tinley Park (“Village”) has considered entering into an agreement with its Police Sergeants (“Agreement”); and

WHEREAS, a true and correct copy of said Agreement is attached hereto as Exhibit 1; and

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

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

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

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforementioned Agreement between the Village and those employed by the Village in the position of Police Sergeant as attached hereto as Exhibit 1 be entered into, and, the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 18th day of May, 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-030, “A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TINLEY PARK POLICE SERGEANTS AND THE VILLAGE OF TINLEY PARK,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

AGREEMENT
between the
Village of Tinley Park and the Tinley Park Police Sergeants

This Agreement is entered into by and between the **Village of Tinley Park** (hereinafter called the "Village") and the Tinley Park Sergeants this 18th day of May, 2021. The Village recognizes that the **Metropolitan Alliance of Police** will service this agreement, and that it will be internally designated as **MAP Tinley Park Sergeants Association**.

The following benefits and wages are afforded the Sworn Police Sergeants of the Tinley Park Police Department through an agreement with the Village of Tinley Park. This agreement shall pertain to all current and future Police Sergeants within the police department. This agreement will supersede the Village of Tinley Park Personnel Manual on the areas listed below. Other personal benefit issues not addressed in this agreement will be in accordance with the then current agreement between the Village of Tinley Park and the Metropolitan Alliance of Police – Tinley Park Police Chapter #192, with the exception of the following:

- Recognition and Representation (Article I)
- No Discrimination (Article II)
- Management Rights (Article V)
- Seniority (Article VI)
- General Provisions (Article XI, Section 11.1, 11.3, 11.4)
- Dues Deduction (Article XII)
- Wages (Article XIV, Section 14.1, 14.2, 14.7, 14.9)
- Credit Union Deduction (Article XIII)

All other personnel benefit issues not addressed in this Agreement, or within the agreement with Tinley Park Police Chapter #192, will be in accordance with the Village of Tinley Park Personnel Manual. Unless where noted by schedule, this agreement will remain in effect through April 30, 2025 and remain in effect thereafter until such time as a new agreement is formulated.

Section 1 Hours of Work and Overtime

The parties agree that any overtime created by the absence, illness or injury of a Sergeant shall be assigned on a seniority basis to all available Sergeants. In the event that there are no Sergeants available to fill said overtime, the Village may use Patrol Officers in the assignment of Officer in Charge or any other reassigned officer of supervisory personnel. The overtime shall be offered on a seniority basis.

The Chief of Police reserves the right to assign overtime other than patrol overtime assignments based upon the exceptional aspects of the assignment.

Section 2 Legal Representation

Legal representation will be provided by the Metropolitan Alliance of Police for the purpose of providing, legal representation in grievances, and any other matters requiring such representation, though this agreement, and any subsequent agreements, between the Village and the Tinley Park Sergeants Association. The representation will be provided for the term of this agreement, as well as for any subsequent agreements if necessary.

Section 3 Wage Schedule

The minimum salary effective at the inception of this agreement will be as follows:

Start per hour	End of 1 st Year
End of Third year Patrol plus 20%	Top Patrol plus 20%

In addition, the Village agreed to maintain a 20% difference between the above indicated steps of the annual top base salary of a patrol officer and the annual top base salary of a Sergeant. This percentage difference will also include, but will not be limited to any contractual or non-contractual salary increases, spikes, bumps or pay adjustments afforded the patrol officers as outlined in each subsequent agreement between the Village of Tinley Park and the Metropolitan Alliance of Police – Tinley Park Police Chapter #192. In the event that the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Chapter #192 do not reach an agreement prior to the expiration of their agreement, any wage increase will be retroactive to May 1 of the affected year.

Section 4 Professional Development Incentive

It will be acknowledged that the Village has established an incentive to encourage continuing professional development. Sergeants will receive a professional development (educational) incentive in accordance with the agreement between the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Chapter #192. In addition, employees who presently hold, or who subsequently obtain a Master's Degree shall receive an annual professional development incentive compensation of \$140.00 per month. At such time that a comprehensive professional development incentive program that is equal to or greater than this incentive program is adopted by the Village, this section will be superseded by the Village personnel manual.

Section 5 Supervisory Role

By virtue of the execution of this agreement, each of the Sergeants acknowledge and agree that he or she is a supervisor within the meaning of the Illinois Public Relations Act, and that he or she is an employee whose principal work is substantially different from that of his or her subordinates, and his authority, in the interest of the Village, to direct, reward, counsel and evaluate employee. Furthermore, he or she has the ability to provide input and/or recommendations regarding the supervision, promotion and discipline of subordinates. It is recognized that the aforementioned authority is not merely routine or clerical in nature but requires the consistent use of independent judgment.

Section 6 No Collective Bargaining Unit

This agreement does not represent or constitute a collective bargaining agreement and the events leading up to its execution did not constitute collective negotiations. The Sergeants recognize and agree that the Village does not waive any right to contest the appropriateness of any claimed or proposed collective bargaining unit consisting of or including the Sergeants under the Illinois Public Labor Relations Act. The Village recognizes and agrees that this agreement does not preclude the Sergeants from filing for legal representation as a collective bargaining unit as determined by the Illinois Labor Relations Board under the Illinois Public Labor Relations Act.

Section 7 Modification

This agreement may only be modified, amended or supplemented by a writing executed by the parties affected by such modifications, amendment or supplement.

Section 8 Agreement Provisions

If any provision of this agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not be construed as though such invalid or unenforceable provision had never been contained herein. If a provision is severed under this paragraph, the parties agree to negotiate in good faith to replace such provision with a provision that closely approximates the intent of the severed provision.

Section 9 Law

This agreement shall be governed by the laws of the State of Illinois.

Section 10 Arbitration

Should this agreement be legally or otherwise challenged in any way, the parties agree to attempt to resolve the conflict internally. Should the conflict not be resolved within forty-five (45) days, the parties consent and agree to private arbitration and/or mediation in lieu of court proceedings. The intent of the parties is to explicitly waive their respective rights to court proceedings and attempt to resolve any differences through arbitration/mediation.

In the event arbitration/mediation is necessary, the parties must agree to a private mediation/arbitration of their own choosing within thirty (30) days of written notice of the requesting party. After agreement of the mediation/arbitration, the mediation/arbitration must commence within sixty (60) days of selection or sooner. All costs related to arbitration/mediation will be split 50/50.

The determination of the mediator/arbitrator will be binding and not appealable. Any determination of arbitrator/mediator must be rendered within thirty (30) days of the close of mediation/arbitration.

If there is any disagreement of any term or intent of this document, the attorney for the Sergeants and attorney for the Village are encouraged to resolve the issues between themselves.

Section 11 Grievance Procedure

A grievance is a difference of opinion between an employee and the Village with respect to the meaning or application of the express terms of this Agreement, or with respect to the inequitable application of rules applicable to the Police Department which may be in effect from time to time.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance.

Step 1: Written to Deputy Chief.

An aggrieved employee, (or a Steward on behalf of the Employee), shall file a written grievance signed by the employee on a form provided by the Village setting

forth the nature of the grievance and the provision(s) involved. The immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

Step 2: Appeal to Chief.

If the grievance is not settled in Step 2, the aggrieved employee or his steward may, within seven (7) calendar days from receipt of the Step 2 answer, appeal in writing to the Chief. The Employee and the Chief will discuss the grievance at a mutually agreeable time, within seven (7) calendar days of the Chief's receipt of the grievance. If no agreement is reached in such discussion, the Chief will give his answer in writing, within seven (7) calendar days of the discussion. The Village may join the Step 3 and Step 4 meetings if it so desires, by having in attendance both the Chief and the Village Manager or his designee.

Step 3: Appeal to Village Manager. If the grievance is not settled in Step 3 the aggrieved employee, may, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal to the Village Manager. A meeting between the Village Manager, or his designee, and the Employee will be held at a mutually agreeable time within seven (7) calendar days of the Village Manager's receipt of the grievance. If no settlement is reached at such meeting, the Village Manager or his designee shall give his answer in writing within ten (10) calendar days of the meeting.

Step 4: Grievance Arbitration. If the grievance is not settled in accordance with the foregoing procedure; the aggrieved employee, may appeal the grievance to arbitration by notifying the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 4. Within ten (10) calendar days of receipt of such request, the Employee and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS) and request a panel of arbitrators, each of which shall be a member of the National academy of Arbitrators. If upon receipt of a panel of arbitrators from FMCS, the parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by having each party strike the name of an arbitrator from the panel until only one remains. First strike shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety, and to request that a new panel be submitted. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after his selection, subject to the reasonable availability of Employee and Village representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific issue submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or submission of briefs by the parties. The decision of the arbitrator shall be binding on the parties. The fees of the arbitrator

and that of a court reporter, if requested by either party, shall be divided equally between the Board and Metropolitan Alliance of Police. All other expenses shall be borne by the party incurring them.

Section 12 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the Employee may immediately appeal to the next Step or forego further processing of the grievance.

Section 13 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations and at a time when the Grievant and the Steward or other representative(s) involved are not being compensated by the Village.

Representatives of the Employee, previously accredited to the Village in writing by the Employee, shall be permitted to come on the premises of the Village for the purposes of investigating and discussing grievances if they first obtain permission from the Village Manager or his designated representative; such visits shall not interfere with normal Village operations and such permission shall not unreasonably be denied.

Section 14 Civil Service Commission

It is understood that matters subject to the jurisdiction of the Civil Service Commission such as certification, promotion, discharge, disciplinary suspension of more than five (5) days or a second suspension within any six (6) month period, all as per 65 ILCS 5/10-1-18, are not subject to this grievance procedure.

Section 15 Application of Grievance and Arbitration Procedure to Discipline

A sergeant who is charged with a disciplinary infraction, or issued discipline, of a one-day suspension or greater, has the option of appealing such disciplinary action either before the Civil Service Commission or through the grievance procedure set forth above and subject to the procedure described below. A SERGEANT must notify the Village within ten (10) days of receiving written notice of the charge(s) against him or her whether he or she will seek review of the imposed discipline through the grievance procedure or through the Civil Service Commission procedures.

If the sergeant elects to appeal the discipline through the arbitration procedure, the following will apply:

1. Notice of intent to appeal will be filed with the Village Manager within ten (10) days of receiving written notice of disciplinary action.
2. The sergeant and the Village may agree to extend the time period in which a sergeant may file an appeal provided the extension agreement is in writing.
3. The Employee and the Village will jointly request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). If upon receipt of a panel of arbitrators from FMCS, the parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by having each party strike the name of an arbitrator from the panel until only one remains. First strike shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety, and to request that a new panel be submitted.
4. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after his or her selection, subject to the reasonable availability of all parties.
5. Each party shall be afforded the opportunity of an oral argument or briefs, and, as needed supporting witnesses before the arbitrator.
6. Either party may request the opportunity to submit a post-hearing brief to the arbitrator. However, no party shall submit a brief without the agreement of the other. An arbitrator's award shall be final and binding, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

Section 16 Dues Deduction

Upon receipt of lawful written authorization from employees covered by this Agreement, the Village agrees to deduct from their salary regular legal representation dues during the term of this Agreement. A copy of the dues deduction authorization that is to be utilized is attached. Signing of the dues deduction authorization is voluntary with the individual employee and any dues deduction authorization which is signed shall be revocable at any time by the employee. The dues shall be forwarded to the entity designated by the Employee to receive such deductions. The regular uniform Union legal representation dues to be deducted will be certified in writing by the Employee to the Village.

Section 17 Administrative Days

Each Sergeant will be allowed three (3) paid administrative days off **each calendar year**. These days are awarded to compensate each sergeant's early arrival for pre-shift briefing preparation.

Section 18 Termination in 2025

This Agreement shall be effective as of the day after the contract is executed by both parties and

shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least 60 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than 30 days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Section or Agreement to the contrary, this Agreement shall remain in full force and effect after April 30, 2025 any expiration date while negotiations are continuing for a new agreement or part thereof between the parties.

Executed this 18th day of May, 2021

SIGNATURES

Village Manager

Keith George, President MAP

Sergeant William Devine, President
Tinley Park Sergeants Association

Sergeant Bryan Bishop, Vice President
Tinley Park Sergeants Association



Interoffice Memo

Date: May 18, 2021
To: Committee of the Whole
Cc: Dave Niemeyer, Village Manager
From: Hannah Lipman, Assistant to the Village Manager
Subject: NIMEC Electric Aggregation Supply – Street Lighting Accounts

As you are aware, the Village participates in a consortium with 140 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to drive down pricing for residential and municipal electricity.

In addition to the Village's residential and small business electric aggregation program, NIMEC also goes out to bid for electricity pricing relating to municipal uses (pumping stations and street lighting accounts) on behalf of the entire consortium. With 140 communities that participate in NIMEC's consortium, aggregating the collective volume and bidding together achieves savings that would otherwise not be available if the accounts were bid individually.

The Village has three (3) Street Lighting accounts that benefit from the collective bid. These accounts are not included in our electric aggregation program and instead bid separately because of the high level of electric consumption used to operate.

NIMEC will be holding a group bid for Street Lighting accounts on June 8th, 2021. As with our previous electrical agreements, the window of opportunity for the Village to sign agreements and take advantage of the lowest bidder is typically limited to less than 48 hours. As such, the Village will need to authorize the Village Manager, to sign a third-party agreement upon completion of the competitive bidding process. This will aid in assuring that the Village will continue to be afforded the best possible electrical rates.

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

RESOLUTION
NO. 2021-R-037

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER'S
AUTHORITY TO CONTRACT FOR THE PURCHASE OF
ELECTRICITY – STREET LIGHTING ACCOUNTS**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-037**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER'S
AUTHORITY TO CONTRACT FOR THE PURCHASE OF
ELECTRICITY – STREET LIGHTING ACCOUNTS**

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 Illinois legislature has encouraged intergovernmental cooperation through the Intergovernmental Cooperation Act (5 ILCS 220); and

WHEREAS, the electrical service industry ended a ten-year period of deregulation on January 1, 2007; and

WHEREAS, Commonwealth Edison has provided electrical service to the Village of Tinley Park for its utilities and facilities over the course of many years; and

WHEREAS, effective January 1, 2007, following deregulation, Commonwealth Edison no longer provides the energy for electricity but began to act merely as the delivery agent for this service to the Village of Tinley Park; and

WHEREAS, various energy purchasing cooperatives have been formed to contract for the best rate per kilowatt on behalf of the collective membership; and

WHEREAS, the Village of Tinley Park chose to join the Northern Illinois Municipal Electrical Cooperative (NIMEC) in 2006 to participate in collective bidding for energy purchases; and

WHEREAS, since 2007, the Village of Tinley Park had regularly contracted with a supplier of electricity for its ongoing needs through the periodic NIMEC bidding opportunities and has continued to find savings through the cooperative purchase of energy; and

WHEREAS, the Village's current municipal aggregation contract for Street Lighting utilities will expire in July 2021; and

WHEREAS, the bidding process offers a limited window in which the individual cooperative members must accept or reject the price and rate quotations; and

WHEREAS, the window for accepting an energy bid may be as short as twenty-four (24) hours; and

WHEREAS, time sensitive decisions will need to be made to secure the best kilowatt hour purchase rate(s) for the Village of Tinley Park; 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 grant the Village Manager authority to enter into such contract(s) for the purchase of electrical energy service for 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, THAT THE VILLAGE MANAGER BE AUTHORIZED TO CONTRACT FOR ELETRICAL ENERGY SERVICE.

BE IT FURTHER RESOLVED ANY CONTRACT ENTERED INTO BY THE VILLAGE MANAGER PURSUANT TO THE AUTHORITY GRANTED BY THIS RESOLUTION SHALL NOT EXCEED THIRTY-SIX (36) MONTHS (THREE YEARS) IN DURATION.

APPROVED THIS 18th day of May, 2021.

AYES:

NAYS:

ABSENT:

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-037, “A RESOLUTION AUTHORIZING THE VILLAGE MANAGER’S AUTHORITY TO CONTRACT FOR THE PURCHASE OF ELECTRICITY – STREET LIGHTING ACCOUNTS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 18, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of May, 2021.

VILLAGE CLERK

LITIGATION UPDATE

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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

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

- C. 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.**