

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

The special meeting of the Village Board is scheduled for  
Tuesday, June 29, 2021, beginning at 7:15 p.m.

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

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

As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person who is not fully vaccinated wear a face-covering to cover their nose and mouth.

*Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) or place requests in the Drop Box at the Village Hall by noon on June 29, 2021. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.*

Kristin A. Thirion  
Clerk  
Village of Tinley Park

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

*As of June 11, 2021, Governor Pritzker moved Illinois to Phase 5. Under Phase 5, all sectors of the economy can resume at regular capacity with new safety guidelines and procedures. Pursuant to the Illinois Department of Commerce & Economic Opportunity's Guidelines, it is recommended that any individual appearing in-person who is not fully vaccinated wear a face-covering to cover their nose and mouth.*

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

***Written Comments***

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

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

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

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



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

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

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

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

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

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

**MEETING NOTICE**

**NOTICE IS HEREBY GIVEN** that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, June 29, 2021, beginning at 7:15 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:15 PM            CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

**ITEM #1**

SUBJECT:        CONSIDER APPROVAL OF AGENDA

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

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

SUBJECT:        CONSIDER APPROVAL OF MINUTES OF THE REGULAR  
VILLAGE BOARD MEETING HELD ON JUNE 15, 2021.

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

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

**ITEM #3**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-042 RECOGNIZING THE SIGNIFICANT ACCOMPLISHMENTS OF BRAD L. BETTENHAUSEN, TREASURER/FINANCE DIRECTOR, AND WISHING HIM A FOND FAREWELL FOR NEARLY FOUR DECADES OF DEDICATED SERVICE TO THE VILLAGE OF TINLEY PARK - **President Glotz**

ACTION: Discussion: This Resolution recognizes Brad L. Bettenhausen, Village Treasurer/Finance Director, for his 37 years (and 4 months) service to the Village of Tinley Park. Brad will retire June 30, 2021. **This Resolution is eligible for adoption.**

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

SUBJECT: RECEIVE PRESENTATION FROM THE ILLINOIS MUNICIPAL TREASURERS ASSOCIATION - **President Glotz**

ACTION: Discussion: President Kent Oliven and Past Presidents Michael Peterson and Kenneth Robinson, on behalf of the Illinois Municipal Treasurers Association would like to make a presentation to Brad Bettenhausen on his retirement in recognition and gratitude of his contributions to IMTA and the Treasurers and Finance Directors throughout the State of Illinois.

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

**ITEM #5**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-054 APPOINTING BRAD BETTENHAUSEN AS LOCAL HISTORIAN - **President Glotz**

ACTION: Discussion: Brad is retiring as Village Treasurer June 30, 2021. This appointment will allow him to continue his research on Tinley Park's history which will benefit the Village by having its history memorialized. This resolution appoints Brad as Local Historian which is an unpaid position. This item was considered at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

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

**ITEM #6**

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

ACTION: Discussion: The following Businesses will be presented:

- Bella Sposa Bridal Boutique, 9524 179th Street
- Maher Funeral Home, 17101 71st Avenue

**No specific action required.**

COMMENTS:

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**ITEM #7**

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

ACTION: Discussion: New members are noted with an asterisk (\*).

**Senior Services**

Henry Bujnowski\*

**Veterans**

John Maher (Associate)\*

**Planning**

Garrett Gray (Chair, Plan)

Eduardo Mani

Jim Gaskill

Kehla West

Frank Loscuito

Ken Shaw\*

Greg Maniatis\*

Jeff Stack\*

Jennifer Vargas\*

**Marketing**

Daniel Fitzgerald, Chair

Mike Cutrano

Al Siegers

Michael Sevier

Debbie Melchert

Julie Dekker

Jackie Bobbitt

Dennis Suglich

Stephanie Pyrzynski

Bernie Greenawalt

Jim Green

Kelly Oswald

Paul Yedwofski

Barbara Moore\*

Garrett Gray (Associate)

Carol Bradtke (Associate)

Courtney Rourke (Associate)

Janet Czuchra (Associate)

Jason Freeland (Associate)

Nick Halikias (Associate)

COMMENTS:

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**ITEM #8**

SUBJECT: CONSIDER THE FOLLOWING STAFF APPOINTMENTS FOR THE 2022 FISCAL YEAR - **President Glotz**

ACTION: Discussion: The following staff appointments are being made for the 2022 Fiscal Year:

- David Niemeyer, Village Manager
- Patrick Carr, Assistant Village Manager & Emergency Management & Communications Director
- Andrew Brown, Treasurer
- Donna Framke, Marketing Director
- Kimberly Clarke, Community Development Director
- Matthew Walsh, Police Chief
- John Urbanski, Public Works Director
- Angela Arrigo, Human Resources Director
- Peterson, Johnson & Murray Chicago, LLC, Village Attorneys

**Consider appointment of 2022 Fiscal Year Staff members.**

COMMENTS:

**ITEM #9**

SUBJECT: CONSIDERADOPTING RESOLUTION 2021-R-055 APPOINTING AN AUTHORIZED AGENT TO ACT FOR THE VILLAGE OF TINLEY PARK IN ADMINISTRATION OF THE ILLINOIS MUNICIPAL RETIREMENT FUND - **President Glotz**

ACTION: Discussion: In accordance with the Illinois Municipal Retirement Fund (IMRF) rules, an authorized agent must be appointed by the Village Board to act for the Village of Tinley Park with regard to its participation in IMRF. This resolution names Human Resources Director, Angela Arrigo, as the authorized agent on behalf of the Village effective with the passage of this resolution, to replace Brad Bettenhausen who is retiring. This item was considered at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

**ITEM #10**

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER APPOINTING DAN REDA AS INTERIM DEPUTY CHIEF/FIRE SUPPRESSION FOR UP TO MAXIMUM OF FOUR MONTHS.
- B. CONSIDER APPROVAL OF RESOLUTION 2021-R-056 AUTHORIZING THE APPROVAL OF A CONTRACT WITH SIMPLE RECYCLING ILLINOIS, LLC.
- C. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SUNDAY, AUGUST 1, 2021, ON HORSESHOE DRIVE, BETWEEN SURREY DRIVE AND GORY PARK, FROM 2:00 P.M. TO 10:00 P.M.
- D. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JULY 17, 2021, ON POTTAWATTOMI TRAIL, BETWEEN 8030 AND 8130, FROM 12:00 P.M. TO 10:00 P.M.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$984,909.44 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 18 AND JUNE 25, 2021.

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

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-050 AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE-TINLEY PARK BUSINESS CENTER SUBDIVISION - **Trustee Mueller**

ACTION: Discussion: The Village is considering entering into an Annexation Agreement with the contract Purchasers of 110 acres of land located at the northeast corner of Vollmer Road and Harlem Avenue. The Agreement acknowledges the Purchasers desires to annex, zone and develop the property as a business park with 1.3 million square feet of industrial buildings. The Agreement outlines the conveyance of land to the Village for a future communications tower, the construction of watermain beyond the Purchaser's property and the Village's waiver of building permit fees up to \$1 million dollars to offset those additional costs. First reading was held on this item at the June 15, 2021, Village Board meeting. A Public Hearing was held on this annexation agreement prior to this meeting. **This Resolution is eligible for adoption.**

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

**ITEM #12**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-034 ANNEXING 110 ACRES OF PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE VILLAGE OF TINLEY PARK, IL (TINLEY PARK BUSINESS CENTER) - **Trustee Mueller**

ACTION: Discussion: This Ordinance includes annexing property generally located at the north east corner of Vollmer Road and Harlem Avenue for the purposes of developing a business park in the Village of Tinley Park. First reading was held on this item at the June 15, 2021, Village Board meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #13**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-035 AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE ORI ZONING DISTRICT (TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES) - **Trustee Mueller**

ACTION: Discussion: The Plan Commission held a Public Hearing on June 3, 2021, and voted 5-0 to recommend approval of the Map Amendment (Rezoning) to the ORI, Office and Restricted Industrial Zoning District in accordance with the plans as listed in the “Listed Reviewed Plans” and Findings of Fact in the June 3, 2021 Staff Report. The Village Board held a first reading on the Plan Commission's recommendation at the June 15, 2021 meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #14**

**SUBJECT:** CONSIDER ADOPTING ORDINANCE 2021-O-036 APPROVING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS RELATED TO THE DEVELOPMENT OF THE TINLEY PARK BUSINESS CENTER LOCATED AT 19501-19701 HARLEM AVENUE - **Trustee Mueller**

**ACTION:** Discussion: The Plan Commission held a Public Hearing on June 3, 2021, concerning the Tinley Park Business Center Planned Unit Development and voted 5-0 to recommend approval of the Special Use and adopt the Findings of Fact in accordance with the plans as listed in the list of “Review Plans” as noted in the staff report dated June 3, 2021. The Village Board reviewed the Plan Commission's recommendation at the June 15, 2021 Village Board meeting. **This Ordinance is eligible for adoption.**

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

**SUBJECT:** CONSIDER ADOPTING RESOLUTION 2021-R-052 APPROVING AND ACCEPTING A FINAL PLAT FOR THE TINLEY PARK BUSINESS CENTER SUBDIVISION LOCATED AT 19501-19701 HARLEM AVENUE - **Trustee Mueller**

**ACTION:** Discussion: The Plan Commission reviewed the Final Plat of Subdivision with a recommended condition that the approval is subject to Final Engineering Plan approval by the Village Engineer on June 3, 2021 and voted 5-0 to recommend approval. First reading was held on this item at the June 15, 2021, Village Board meeting. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-051 APPROVING A COOK COUNTY CLASS 8 REQUEST FOR TINLEY PARK BUSINESS CENTER SUBDIVISION LOCATED AT 19501 & 19701 HARLEM AVENUE - **Trustee Mueller**

ACTION: Discussion: This Resolution provides support for the request for a Cook County Class 8 incentive which reduces the tax assessment ratio for the property necessary to support the development of a business park with a total of 1.3 million square feet of building space.

This request was reviewed at the June 14th, 2021, Economic Commercial Commission and Committee of the Whole on June 15, 2021. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #17**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-048 AMENDING TITLE III OF THE TINLEY PARK MUNICIPAL CODE ENTITLED “STANDING COMMITTEES” AND “CONSENT AGENDA” - **Trustee Brady**

ACTION: Discussion: Legal has prepared an ordinance recommending a few code changes to what is allowed on the consent agenda that falls more in line with standard municipal practices, as well updating the Board Committee names, meeting times, and liaison relationship. This item was considered at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #18**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-060 AUTHORIZING THE VILLAGE MANAGER TO CONTRACT FOR THE PURCHASE OF ELECTRICITY – ELECTRICAL AGGREGATION PROGRAM WITH ELIGO ENERGY FOR A ONE YEAR TERM - **Trustee Brady**

ACTION: Discussion: The Village's current Electrical Aggregation contract expires in October of 2021. The Village received bids from Eligo Energy and MC2 for one-year terms. Eligo Energy committed to a \$133,635 civic contribution, and MC2 a \$30,000 civic contribution. This item was discussed at the Committee of the Whole prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #19**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-045 GRANTING A VARIATION TO PERMIT A CORNER FENCE IN A SECONDARY FRONT YARD FOR CERTAIN PROPERTY LOCATED AT 17501 HUMBER LANE - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Sarah Geiger, is seeking a Variation from the Zoning Ordinance to permit a 5-foot high open-style aluminum fence to extend into the required secondary front yard of their property.

The Zoning Board of Appeals held a Public Hearing on June 10, 2021 and voted 6-0 to recommend approval of the Variation request in accordance with plans and findings of fact in the in the Staff Report. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-046 GRANTING A DETACHED GARAGE SETBACK VARIATION FOR CERTAIN PROPERTY LOCATED AT 17515 65TH AVENUE - **Trustee Mueller**

ACTION: Discussion: The Petitioners, John & Barb Niedzwiecki are seeking a Variation to permit a garage to have a setback of 2.5 feet instead of the required minimum 5 feet. The Variation will increase the current setback and allow for the replacement of the deteriorating garage.

The Zoning Board of Appeals held a Public Hearing on June 24, 2021 and voted 5-0 to recommend approval of the Variation request in accordance with plans as listed and adopt the Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

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

**ITEM #21**

SUBJECT: CONSIDER ADOPTING ORDINANCE 2021-O-047 GRANTING VARIATIONS FOR GROUND SIGN AND ELECTRONIC MESSAGE CENTER SIZE FOR TRINITY LUTHERAN CHURCH AND SCHOOL AT 6850 159TH STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner, Rick Schauer on behalf of Trinity Lutheran Church and School, is seeking the Variations for the overall size and height of the ground sign and the permitted maximum size of the Electronic Message Center display.

The Zoning Board of Appeals held a Public Hearing on June 24, 2021 and voted 5-0 to recommend approval of the requested Variation, in accordance with plans and findings of fact indicated in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS:

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**ITEM #22**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-057 AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY HEALTH SYSTEM (LUHS) AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17901 96TH AVENUE - **Trustee Mueller**

ACTION: The easement agreement will grant the Village a non-exclusive perpetual utility easement and temporary construction easement to install the necessary utilities on property owned by Loyola University Health Systems.

This agreement was reviewed at the Committee of the Whole meeting early this evening **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #23**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-058 AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY MEDICAL CENTER FOR PROPERTY LOCATED AT 18100 96TH AVENUE - **Trustee Mueller**

ACTION: Discussion: This agreement will grant the Village of Tinley Park a non-exclusive perpetual easement and a temporary construction easement related to the installation of a new sanitary sewer line and related lift station.

This agreement was reviewed at the Committee of the Whole meeting earlier this evening. **This Resolution is eligible for adoption.**

COMMENTS:

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**ITEM #24**

SUBJECT: CONSIDER ADOPTING RESOLUTION 2021-R-059, WAIVING BIDS AND APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND J & J NEWELL FOR TIF FUNDED SIDEWALK IMPROVEMENTS FOR SOUTH STREET AND 174<sup>TH</sup> STREET – **Trustee Mahoney**

ACTION: Discussion: J&J was asked to prepare and submit a quote to remove various sections of sidewalk and concrete stairs along the north side of South Street and the south side of 174<sup>th</sup> Street, and add code compliant steps to one sidewalk in front of 17407 174<sup>th</sup> Street. This work extends from Oak Park Avenue to 66<sup>th</sup> Court on South Street and from 67<sup>th</sup> Court to limits of the road improvements for The Boulevard on 174<sup>th</sup> Street.

The proposal is in the amount of \$25,090.60. The unit prices will match the prices currently in place as part of the Village's current contract for the Sidewalk and Curb Replacement Project.

Consider awarding a proposal to J&J Newell in the amount of \$25,090.60. This item was discussed at the Committee of the Whole meeting held previous to this meeting.

**This resolution is eligible for adoption.**

COMMENTS:

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**ITEM #25**

SUBJECT: RECEIVE COMMENTS FROM STAFF -

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

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

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

**ITEM #27**

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

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

**ITEM #28**

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- C. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

ADJOURNMENT

**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD JUNE 15, 2021**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on June 15, 2021. President Glotz called this meeting to order at 7:25 p.m. and 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.

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

At this time Matt Walsh, Police Chief asked for a moment of silence for Tinley Park Resident Richard Castellana, a bank security guard who was killed during a robbery in Gary, Indiana. Mr. Castellana was a retired Cook County Sheriff Deputy.

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 Dennis P. Mahoney Michael G. Mueller Colleen M. Sullivan
Absent:	Diane M. Galante
Also Present:	
Village Manager:	David Niemeyer
Asst. Village Manager:	Patrick Carr
Village Attorney:	Tom Condon

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

Motion was made by Trustee Brady, seconded by Trustee Brennan, to approve and place on file the minutes of the regular Village Board meeting held on June 1, 2021. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante. President Glotz declared the motion carried.

At this time, Clerk Thirion presented a Proclamation proclaiming **SEPTEMBER 6, 2021, THROUGH SEPTEMBER 11, 2021, AS VETERANS OF FOREIGN WARS (VFW) "BUDDY POPPY WEEK" IN THE VILLAGE OF TINLEY PARK**. The annual distribution of Buddy Poppies by the VFW will take place September 6 through September 11, 2021.

**Special Meeting of the Board of Trustees – Minutes****June 15, 2021**

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

- Freddie Bear Sports, 17250 Oak Park Avenue
- Kiera's Lemonade Stand – Kiera Fitzmaurice operates a lemonade stand each year with the proceeds going to charity. This year Kiera's lemonade stand will be held on Friday, June 25<sup>th</sup>, at 16906 Sandy Lane, beginning at 5:00 p.m. Ron Kittle, former White Sox player, will be at the stand from 6:30 p.m. to 7:30 p.m.

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to appoint **REGINA EARLEY TO THE POSITION OF HUMAN RESOURCES GENERALIST**. Human Resources conducted a search, and received 23 applications that were shortlisted to five (5) of the most qualified candidates. Regina Earley was identified as the best candidate for the position. She has proven skills in Human Resources Administration and is committed to providing support, guidance, and stability to a dedicated workforce. Over her career of 17 years, she has held various positions supporting all functional areas of human resources, including over seven (7) years of directly-related municipal government experience.

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: None. Absent: Galante. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan, to appoint **MARK ROKICKI TO THE POSITION OF SENIOR CUSTODIAN**. Human Resources conducted a search and identified Mark Rokicki as the best candidate for the position. Mark has over 25 years of custodial experience demonstrating a strong work ethic, attention to detail, dedication to his work, strong supervisory skills and extensive knowledge of the custodial function. With his work for the Village in the past, he has established himself as very dependable and responsive to the demands of the custodial function.

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: None. Absent: Galante. 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 as special counsel representing the Civil Service Commission in employee discipline and termination hearings in which the Village Attorney will function as an advocate representing the Appointing Authority/Village Manager. This appointment will allow the Civil Service Commission to be represented by a neutral advocate to avoid any conflict of interest. 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, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante. President Glotz declared the motion carried.

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

- A. CONSIDER REQUEST FROM SOUTH SUBURBAN SPECIAL RECREATION ASSOCIATION (SSSRA), TO CONDUCT A RAFFLE FROM JULY 12 TO OCTOBER 1, 2021, AT THE SSSRA

ADMINISTRATIVE OFFICE, 19110 80TH AVENUE, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$12,500. WINNERS WILL BE DRAWN AT SSSRA ADMINISTRATIVE OFFICE.

- B. CONSIDER REQUEST FROM THE KNIGHTS OF COLUMBUS TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY, SEPTEMBER 17, AND SATURDAY, SEPTEMBER 18, 2021, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- C. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, JULY 24, 2021, ON POPLAR STREET, BETWEEN 8931 AND 9031, FROM 2:00 P.M. TO 10:00 P.M.
- D. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SUNDAY, JULY 4, 2021, ON 64TH COURT, BETWEEN 177TH STREET AND 179TH STREET, FROM 3:00 P.M. TO 10:00 P.M.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,862,132.79 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JUNE 4 AND JUNE 11, 2021.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on first read **RESOLUTION 2021-R-050 AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE-TINLEY PARK BUSINESS CENTER SUBDIVISION**. The Village is considering entering into an Annexation Agreement with the contract purchasers of 110 acres of land located at the northeast corner of Vollmer Road and Harlem Avenue. The agreement acknowledges the purchaser's desires to annex, zone and develop the property as a business park with 1.3 million square feet of industrial buildings. The agreement outlines the conveyance of land to the village for a future communications tower, the construction of watermain beyond the purchaser's property and the Village's waiver of building permit fees up to \$1 million dollars to offset those additional costs.

President Glotz asked if there were any comments from members of the Board or public. There were none. Village Attorney, Tom Condon, stated the this and the following items regarding the property at 19501-1901 Harlem Avenue need a supermajority to be adopted. A supermajority calls for five (5) votes. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on first read **ORDINANCE 2021-O-034 ANNEXING 110 ACRES OF PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE VILLAGE OF TINLEY PARK, IL (TINLEY PARK BUSINESS CENTER)**. This Ordinance includes annexing property generally located at the north east corner of Vollmer Road and Harlem Avenue for the purposes of developing a business park in the Village of Tinley Park.

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: None. Absent: Galante. President Glotz declared the motion carried.



**Special Meeting of the Board of Trustees – Minutes****June 15, 2021**

4

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on first read **ORDINANCE 2021-O-035 GRANTING A MAP AMENDMENT (REZONING) FOR CERTAIN PROPERTIES LOCATED AT 19501-19701 HARLEM AVENUE UPON ANNEXATION TO THE ORI (OFFICE AND RESTRICTED INDUSTRIAL) ZONING DISTRICT.** The Plan Commission held a Public Hearing on June 3, 2021, and voted 5-0 to recommend approval of the Map Amendment (Rezoning) to the ORI, Office and Restricted Industrial Zoning District in accordance with the plans as listed in the “Listed Reviewed Plans” and Findings of Fact in the June 3, 2021 Staff Report.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on first read **ORDINANCE 2021-O-036 APPROVING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT WITH EXCEPTIONS RELATED TO THE DEVELOPMENT OF THE TINLEY PARK BUSINESS CENTER LOCATED AT 19501-19701 HARLEM AVENUE.** The Plan Commission held a Public Hearing on June 3, 2021, concerning the Tinley Park Business Center Planned Unit Development and voted 5-0 to recommend approval of the Special Use and adopt the Findings of Fact in accordance with the plans as listed in the list of “Review Plans” as noted in the staff report dated June 3, 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, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on file **ADOPTING ORDINANCE 2021-O-037 PROPOSING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA #4 TINLEY PARK BUSINESS CENTER SUBDIVISION LOCATED AT 19501 AND 19701 HARLEM AVENUE IN THE VILLAGE OF TINLEY PARK, ILLINOIS.** This Special Service Area is established to assure that detention ponds, landscaping, and related improvements for the proposed Tinley Park Business Center subdivision are maintained by the owners in accordance with the annexation agreement and Village Codes. Should this not occur, the Village will be able to step in to provide the necessary maintenance services and levy a tax against the property to cover/recover those costs.

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: None. Absent: Galante. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on first read **RESOLUTION 2021-R-052 APPROVING AND ACCEPTING A FINAL PLAT FOR THE TINLEY PARK BUSINESS CENTER SUBDIVISION LOCATED AT 19501-19701 HARLEM AVENUE.** The Plan Commission reviewed the Final Plat of Subdivision with a recommended condition that the approval is subject to Final Engineering Plan approval by the Village Engineer on June 3, 2021, and voted 5-0 to recommend approval.

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: None. Absent: Galante. President Glotz declared the motion carried.

**Special Meeting of the Board of Trustees – Minutes****June 15, 2021****5**

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt and place on first read **RESOLUTION 2021-R-051 APPROVING A COOK COUNTY CLASS 8 REQUEST FOR TINLEY PARK BUSINESS CENTER SUBDIVISION LOCATED AT 19501 AND 19701 HARLEM AVENUE.** This Resolution provides support for the request for a Cook County Class 8 incentive which reduces the tax assessment ratio for the property necessary to support the development of a business park with a total of 1.3 million square feet of building space.

This request was reviewed at the June 14th, 2021, Economic Commercial Commission and considered at the Committee of the Whole held prior to this meeting.

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

Motion was made by Trustee Brady, seconded by Trustee Mueller, to adopt and place on file **ORDINANCE 2021-O-038 ESTABLISHING PAY SCALES FOR THE FISCAL YEAR ENDING APRIL 30, 2022.** This Ordinance establishes the pay scales for Village positions during the current fiscal year beginning May 1, 2021, and ending April 30, 2022. The recommendation is for a 2.5% market wage adjustment to non-collectively bargained position pay scales effective May 1, 2021. Positions classified in the Step Based Compensation Pay Schedule will receive the market wage adjustment accordingly with the pay scale adjustment. Positions classified in the Merit Based Compensation Pay Schedule will be eligible for a Merit Award ranging from 0% to 4% based on a successful annual performance evaluation and approval of the Village Manager.

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: None. Absent: Galante. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2021-O-039 INCREASING THE NUMBER OF CLASS "P" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE - SALINAS PIZZA AND CATERING 7551 175TH ST.** The petitioner, Salinas Pizza and Catering, is seeking a Class "P" Liquor License, which allows for BYOB.

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: None. Absent: Galante. 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-044 PERTAINING TO AMUSEMENT TAXES - VIDEO GAMING TERMINALS.** The Village of Tinley Park has the authority to regulate video gaming activity in the Village and has the authority to impose a tax upon amusements. The Village desires to impose a tax at the rate of one (1) cent per play which will provide much needed revenue to promote the general health, safety, and welfare of the Village and its residents. This would go into effect April 30, 2022. This item was considered at the Committee of the Whole meeting held prior to this meeting.

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

**Special Meeting of the Board of Trustees – Minutes****June 15, 2021**

6

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2021-O-040 GRANTING A VARIATION FOR MAXIMUM WALL SIGNAGE SIZE FOR FLOOR & DECOR LOCATED AT 7061-7063 159TH STREET IN THE B-2 (COMMUNITY SHOPPING) ZONING DISTRICT**. The Plan Commission held a Public Hearing on May 20, 2021, and voted 6-0 to recommend approval of the requested Variation, in accordance with plans, findings of fact, and recommended conditions indicated in the Staff Report.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2021-O-041 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE HICKORY CREEK PLANNED UNIT DEVELOPMENT (PUD) WITH EXCEPTIONS TO THE ZONING ORDINANCE ON THE PROPERTY LOCATED AT 7800 GRAPHICS DRIVE**. The Plan Commission held a Public Hearing on June 3, 2021, and voted 6-0 to recommend approval of the Special Use in accordance with the plans, Findings of Fact, and conditions indicated in the Staff Report.

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

Motion was made by Trustee Brennan, seconded by Trustee Mueller, to adopt and place on file **ORDINANCE 2021-O-042 PROHIBITING PARKING ON ONE SIDE OF CERTAIN STREETS IN THE BREMENTOWNE VILLAS SUBDIVISION**. Currently, vehicles in the Brementowne Villas Subdivision have been parking on both sides of the street. This makes the roadway too narrow for public safety and public works vehicles to gain access. As a result of a traffic study by the police, fire, and public works departments parking will be prohibited on certain sides of the streets in this subdivision. There will also be no parking between signs on Oxford. This item was considered at the Committee of the Whole meeting on 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, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brennan, to adopt and place on file **ORDINANCE 2021-O-043 APPROVING A JURISDICTIONAL TRANSFER BETWEEN THE VILLAGE OF TINLEY PARK AND WILL COUNTY OF 80TH AVENUE FROM 191ST STREET TO 183RD STREET**. The Will County Department of Transportation (WCDOT) is currently undertaking improvements to 80th Avenue from 183rd Street to 191st Street. The street lies within the corporate limits of the Village of Tinley Park. WCDOT has prepared the contract plans, acquired the necessary right of way, and this improvement project is currently out for bid.

Upon completion of these improvements, WCDOT has requested the Village take ownership of this stretch of 80th Avenue through approval of a Jurisdictional Transfer (JT) as contained in this ordinance.

This item was considered at the Committee of the Whole meeting held prior to this meeting.

**Special Meeting of the Board of Trustees – Minutes****June 15, 2021**

7

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: None. Absent: Galante. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brady, to adopt and place on file **RESOLUTION 2021-R-053 APPROVING A GRANT OF EASEMENT FOR DOG PARK BIKE PATH - 84TH AND NIELSEN**. The Village of Tinley Park has requested Robinson Engineering to prepare and submit an application for a CMAP Grant to help fund the construction of an extension to the Village's existing bike path located in the Com Ed right of way that extends from just north of 163rd Street south to 179th Street. This will extend the path south in the Com Ed right of way from 179th Street to the north property line of the Tinley Park District property and out to the existing path. This application process requires these easements to be established.

Consider awarding a Grant of Easement for Dog Park Bike Path - 84th Avenue and Nielsen. This item was discussed at the Committee of the Whole meeting held previous to this meeting.

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

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

Village Manager David Niemeyer presented an update on State Capital Bill passed at the State omitting three (3) Village projects that had been previously approved in the State budget. These projects include:

- \$15,000,000 for the environmental clean up at the Tinley Park Mental Health facility campus;
- \$100,000 for street lighting; and
- \$100,000 for 175<sup>th</sup> and Ridgeland Street repairs.

The Village continues to work with the South Suburban Mayors and Managers and area legislators to have these funds reinstated.

Marketing Director Donna Framke stated this summer's first Music in the Plaza concert will take place on Saturday, June 26<sup>th</sup> at 7:00 p.m. in Zabrocki Plaza, with the musical group Shock the System. She also noted that the Village continues to work on the plans for the Block Party that will take place on July 18, 2021, along Oak Park Avenue.

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

Trustee Brady wished all the Dads a Happy Father's Day. He also congratulated Public Works Director John Urbanski on his wedding nuptials this past weekend.

President Glotz presented an update on recent ethics complaints that were unfounded. These ethics complaints cost the Village \$4,390. He commented on other complaints that were received. President Glotz noted that the Village Lobbyist cost the Village \$36,000 which is significantly less than other municipalities. The Lobbyist assists the Village in receiving funds from the county and other legislative activities.

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

**Special Meeting of the Board of Trustees – Minutes****June 15, 2021**

8

Motion was made by Trustee Brady, seconded by Trustee Brennan, at 8:18 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.

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

Motion was made by Trustee Brennan, seconded by Trustee Brady, to adjourn the Village Board meeting at 8:56 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Sullivan. Nays: None. Absent: Galante. President Glotz declared the motion carried.

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

APPROVED:

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

ATTEST:

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



## Tinley park



### Resolution 2021-r-042

#### **A RESOLUTION RECOGNIZING THE SIGNIFICANT ACCOMPLISHMENTS OF BRAD L. BETTENHAUSEN, TREASURER/FINANCE DIRECTOR, AND WISHING HIM A FOND FAREWELL FOR NEARLY FOUR DECADES OF DEDICATED SERVICE TO THE VILLAGE OF TINLEY PARK**

WHEREAS, Brad L. Bettenhausen was born on April 2, 1958 to Robert and Colleen Bettenhausen and has lived his entire life in the Village of Tinley Park; and

WHEREAS, Brad began his career with the Village in March of 1984 and has served as Treasurer/Finance Director since November of 1987. He is the 15<sup>th</sup> Treasurer in the Village's history and is one of few individuals who have been in a Treasurer/Finance Director position for as long as he has; and

WHEREAS, Brad comes from a long bloodline of service to the Village of Tinley Park. An ancestral relative, Christian Andres, Sr., served as the Village's first Treasurer (1892-1908). There is also a connection to John C. Funk who served as the second Treasurer (1908-1920). Brad's father, Robert, served as Firefighter, Fire Chief and Village Fire Marshal with combined service of 57 years. Several uncles, great uncles, and a brother served on the Tinley Park Fire Department as well. Brad's grandfather, Henry, served as a Village Trustee, in two separate terms; and

WHEREAS, Brad has undertaken three financial software implementations/conversions, which greatly contribute to improved and enhanced customer service, both internally and externally; and

WHEREAS, he has been intimately involved in the creation and amendments to all seven of the Village's Tax Increment Finance Districts (TIF), including the Oak Park Avenue TIF – one of

the most successful in the State. He has served as TIF Administrator since the creation of the annual reporting requirements in 1999 for all seven TIF Districts; and

WHEREAS, since 1991, Brad has initiated participation in the Government Finance Officers Association’s (GFOA) Certificate of Achievement in Financial Reporting program. Since 2019, has participated in the GFOA Budget Award Program and GFOA Popular Report Award; and

WHEREAS, Brad converted the Village’s annual audit report to the current Annual Comprehensive Annual Report format in 1991. He has been integral in providing and updating financial related disclosures on the Village’s website Transparency Portal; and

WHEREAS, he wrote the first Village Investment Policy and received the Certificate of Excellence Award from the Municipal Treasurers Association of the United States and Canada (now known as Association of Public Treasurers Association of the United States and Canada) in 1996; and

WHEREAS, Brad created the Village’s Fiscal Policy Manual and documentation of Financial Duties of the Treasurer/Finance Director and Finance Department to facilitate succession planning, sustainability of activities and responsible use of Village resources; and

WHEREAS, Brad’s fiscal responsibility over the last 37 years (and 4 months) has strengthened the Village’s financial position and has greatly assisted in elevating the Village’s credit ratings. In turn, this has also aided the Village in weathering economic storms and other challenges, including the 2008 recession and recent COVID-19 epidemic; and

WHEREAS, Brad has also assisted other departments, such as training several Village Deputy Clerks as well as handling a variety of Community Development roles in planning, annexation, zoning and economic development; and

NOW, THEREFORE, *be it resolved*, by the Mayor and President and Board of Trustees of the Village of Tinley Park on behalf of its 57,000 citizens herein represented that:

- Brad L. Bettenhausen, a person of extraordinary intelligence and unending institutional knowledge, shall retire with the highest level of respect and gratitude from the Village of Tinley Park.

*be it FURTHER resolved*, that copies of this resolution be provided to Brad L. Bettenhausen, the Village of Tinley Park and the Tinley Park Historical Society.

**ADOPTING THIS 29<sup>TH</sup> DAY OF JUNE 2021.**

\_\_\_\_\_  
*Michael W. Glotz*  
*Village President*

\_\_\_\_\_  
*Kristin A. Thirion*  
*Village Clerk*

\_\_\_\_\_

*Trustee William P. Brady*

*Trustee William A. Brennan*

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*Trustee Diane M. Galante*

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*Trustee Dennis P. Mahoney*

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*Trustee Michael G. Mueller*

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*Trustee Colleen M. Sullivan*



**RECEIVE PRESENTATION  
FROM THE ILLINOIS  
MUNICIPAL TREASURERS  
ASSOCIATION**

**President Glotz**

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-054**

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**A RESOLUTION APPOINTING BRAD BETTENHAUSEN  
LOCAL HISTORIAN**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-054****A RESOLUTION APPOINTING BRAD BETTENHAUSEN LOCAL HISTORIAN**

**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 value of appointing an individual as Local Historian in accordance with the Illinois Local Historian Act, 50 ILCS 130/0.01 *et seq*; and

**WHEREAS**, Brad Bettenhausen ("Bettenhausen") has demonstrated an interest in the history of the Village and has requested the privilege and honor of being appointed by the Village as the Village Local Historian; 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 and its residents to appoint Bettenhausen as the Local Historian; 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 appoint Bettenhausen as Local Historian in accordance with 50 ILCS 130/0.01, *et seq*, and provided that Bettenhausen is eligible for all the privileges and authority provided to the Local Historian under the Illinois Local Historian Act.

**SECTION 3:** Should the Village Manager determine at any time it is in the best interest of the Village to place any condition(s) on the appointment of Bettenhausen as Local Historian, the President and Board of Trustees of the Village of Tinley Park further authorize the Village Manager to memorialize any said condition(s) placed on Bettenhausen in an agreement and the

Village Manager is authorized to execute any such agreement on behalf of the Village, subject to attorney review.

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

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption and approval.

**SECTION 6:** 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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-054, “A RESOLUTION APPOINTING BRAD BETTENHAUSEN LOCAL HISTORIAN,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

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KRISTIN A. THIRION, VILLAGE CLERK

# TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and  
Clerk Thirion

**CONSIDER CERTAIN  
COMMISSION  
APPOINTMENTS FOR FISCAL  
YEAR 2022**

**President Glotz**

**CONSIDER THE APPOINTMENT  
OF STAFF FOR THE  
2022 FISCAL YEAR.**

**President Glotz**



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-055**

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**A RESOLUTION APPOINTING AUTHORIZED AGENT TO ACT FOR  
THE VILLAGE OF TINLEY PARK IN THE ADMINISTRATION OF  
ILLINOIS MUNICIPAL RETIREMENT FUNDS**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-055****A RESOLUTION APPOINTING AUTHORIZED AGENT TO ACT FOR THE VILLAGE OF TINLEY PARK IN ADMINISTRATION OF ILLINOIS MUNICIPAL RETIREMENT FUND**

**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 IMRF Act specifies the general powers and duties of an Authorized Agent, and the powers and duties which a governing body may by law delegate to its Authorized Agent; and

**WHEREAS**, each participating municipality and participating instrumentality shall appoint only one Authorized Agent. In absence of such appointment, the duties of the Authorized Agent shall devolve upon the clerk or secretary of the municipality or instrumentality; and

**WHEREAS**, the duties of an Authorized Agent are specified in the Illinois Pension Code: (40 ILCS 5/7-135); and

**WHEREAS**, the Authorized Agent shall have the following powers and duties: 1. To certify to the fund whether or not a given person is authorized to participate in the fund; 2. To certify to the fund when a participating employee is on a leave of absence authorized by the municipality; 3. To request the proper officer to cause employee contributions to be withheld from earnings and transmitted to the fund; 4. To request the proper officer to cause municipality contributions to be forwarded to the fund promptly; 5. To forward promptly to all participating employees any communications from the fund for such employees; 6. To forward promptly to the fund all applications, claims, reports and other communications delivered to him or her by participating employees; 7. To perform all duties related to the administration of this retirement system as requested by the fund and the governing body of his or her municipality.

**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:** **Angela Arrigo** is hereby appointed as Authorized Agent to act for the Village of Tinley Park in the performance of all duties relating to the administration of the Illinois Municipal Retirement Fund Act as provided in said Act.

**SECTION 2:** Such appointment is to be effective upon the passage and approval of this Resolution.

**SECTION 3:** The aforesaid Authorized Agent shall have powers and duties as they appear in the Illinois Pension Code (40 ILCS 5/7-135).

**SECTION 4:** The aforesaid Authorized Agent shall have powers and duties to file Petition for Nomination of an Executive Trustee of IMRF and to cast a Ballot for Election of an Executive Trustee of IMRF.

**SECTION 5:** 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 6:** That this Resolution 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 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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-055, “A RESOLUTION APPOINTING AUTHORIZED AGENT TO ACT FOR THE VILLAGE OF TINLEY PARK IN THE ADMINISTRATION OF ILLINOIS MUNICIPAL RETIREMENT FUND,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



# Interoffice Memo

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**Date:** June 25, 2021

**To:** Committee of the Whole

**From:** Dave Niemeyer, Village Manager

**cc:** Pat Carr, Assistant Village Manager  
Steve Klotz, Interim Fire Services Administrator  
Paul O'Grady, Village Attorney  
Patrick Connelly, Village Attorney

**Subject:** Dan Reda - Interim Re-appointment

Due to the current Deputy Chief/Fire Suppression, Steve Klotz, being appointed to Interim Fire Services Administrator, we would like the Board to consider the re-appointment of Dan Reda as Interim Deputy Chief/Fire Suppression for a maximum of a four month period.

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

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**ORDINANCE**  
**NO. 2021-O-056**

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**A RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT WITH  
SIMPLE RECYCLING ILLINOIS LLC**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-056****A RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT WITH SIMPLE  
RECYCLING ILLINOIS 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 an Agreement with Simple Recycling Illinois LLC, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 29<sup>th</sup> day of June, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

ATTEST:

---

VILLAGE PRESIDENT

---

VILLAGE CLERK

EXHIBIT 1

SIMPLE RECYCLING AGREEMENT



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-056, “A RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT WITH SIMPLE RECYCLING ILLINOIS LLC” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

## AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this 29th day of June, 2021, (the "Date of Execution") by and between the Village of Tinley Park, a municipal corporation with an address at 16250 Oak Park Avenue, Tinley Park, IL 60477 (herein referred to as the "Village"), and Simple Recycling Illinois LLC, an Illinois corporation with a business address at 5425 Naiman Parkway, Solon, OH 44139 (together which with its successors and assigns, herein referred to as "Contractor").

## WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, the VILLAGE desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, the VILLAGE has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the VILLAGE'S Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and the VILLAGE (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** This Agreement shall begin upon the Date of Execution and continue for an initial term of five (5) years (the "Initial Term"). At the end of the Initial Term Contractor and the VILLAGE have the right to renew for an unlimited number of additional four (4) year terms upon mutual agreement (such term an "Extension Term" and collectively, the "Term"). Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the Initial Term, the Term shall automatically renew for the Extension Term. During the Term, Contractor shall have the sole and exclusive rights to collect and pick up Soft Recyclables in the VILLAGE'S Service Area through municipal contracted pick up as well as municipal contracted collection events and location.

2. **Collection Procedures.** During the Term and after the Date of Commencement, Contractor shall collect all acceptable Soft Recyclables set-out for recycling and collection by Residential Customers in approved Containers. The decision of what is an "acceptable" Soft Recyclable shall be made in the sole reasonable discretion of Contractor. However, in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste) and in no event shall Contractor provide service to Commercial Customers. Contractor shall not be responsible for collecting Soft Recyclables

which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean-up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to the VILLAGE.

**3. Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set-out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

**4. Set Out Procedures.** Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

**5. Contamination and Improper Set Out.** If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

**6. Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with VILLAGE collection dates. Collections shall be made from Service Recipients on a regular schedule in accordance with the existing VILLAGE recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall not be required to perform any service under this Agreement on Holidays. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's sole reasonable discretion makes the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

**7. Missed Collections and Complaints.** Service Recipients shall be instructed by the VILLAGE to report missed collections and complaints to Contractor. The Program Brochure and other program information shall include contact information for the Contractor to facilitate communication from Service Recipients. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

8. **Inventory of Containers.** During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of service under this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program described herein that is produced and printed by the contractor and approved by the VILLAGE, which approval shall not be unreasonably withheld (the "Program Brochure").

9. **No Contractor's Fee.** Under no circumstance will the VILLAGE, its residents or Service Recipients incur any fees, charges or assessments to the Contractor for Contractor's delivery of services under this Agreement.

10. **Public Information and Education Program.** The VILLAGE shall provide public information in the normal course to inform Service Recipients of this recycling program. The content and timing of the VILLAGE' public information shall be coordinated with Contractor. The VILLAGE agrees to announce the program to residents a minimum of six (6) times per year using municipal communication channels.

Contractor may prepare and distribute its own promotional materials. Contractor shall participate in VILLAGE-directed promotion and education efforts as outlined below:

- a. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
- b. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
- c. Coordinate with the VILLAGE for distribution of written promotional and instructional materials directly to Service Recipients.
- d. Provide advice to the VILLAGE on promotion and education material content and presentation.

11. **Telephone and Customer Service.** Contractor shall maintain and staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled by Contractor, between the hours of 9:00 AM and 4:30 PM Monday through Friday, excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call.

12. **Marketing and Disposition of Recyclable Material.** Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

13. **Insurance.** During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Illinois, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless the VILLAGE from all damages (except for damages caused by the VILLAGE's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether

damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Illinois. The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) The VILLAGE, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
- (ii) Contractor's insurance coverage shall be primary insurance as the VILLAGE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the VILLAGE, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the VILLAGE, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the VILLAGE.

**14. Taxes.** Contractor agrees to save the VILLAGE harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for the VILLAGE.

**15. Employee Conduct.** All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time may they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

**16. Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within twenty-five (25) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month.

**17. Inspections.** Upon reasonable advanced request to Contractor, the VILLAGE may inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with provisions of this Agreement. Upon reasonable advance request, the VILLAGE may review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. the VILLAGE agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to any such inspection.

**18. Meetings and Communications.** In order to minimize misunderstanding and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and hereby adopt communications procedures as follows:

Designation of Representatives. Each party shall send at least one representative to each meeting. The VILLAGE shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its Lead Representative.

**19. Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all applicable federal, State and local laws and regulations now in effect, or hereafter enacted during the Term, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

**20. Termination and Breach.** In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement by providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within the thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of the period.

**21. Severability.** Should one or more of the provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

**22. Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of the VILLAGE. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to the VILLAGE employees and Contractor expressly waives and claim it may have or acquire to such benefits.

### 23. Definitions.

**a. Commercial Customer:** The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

**b. Container:** The term "Container" means a bag, supplied by Contractor for use by the Residential Customer to set out Soft Recyclables.

**c. Curb or Curbside:** The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude, a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by the VILLAGE and Contractor.

**d. Excluded Items:** The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

**e. Garbage:** The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

**f. Hazardous Waste:** The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Minnesota statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

**g. Holiday:** The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day, unless otherwise specified by the the VILLAGE recycling holiday schedule.

**h. Residential Customer:** The term "Residential Customer" means and individual or individuals residing in a living space rented, leased or owned.

**i. Service Area:** The Service Area will encompass all of the VILLAGE'S curbside, residential trash and recycling collection area, as it may be amended from time to time.

**j. Service Recipients:** The term "Service Recipients" means Residential Customers of the VILLAGE in the Service Area.

**k. Soft Recyclable:** The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include

primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

**24. Additional Services.** Upon mutual agreement between the Village and Contractor, the Contractor shall establish a drop-box for Soft Recyclables at the VILLAGE'S recycling drop-off facility. The type of drop-box shall be approved by the Contractor, with the appearance subject to the mutual agreement of the Parties to this Agreement. The drop-box shall be viewed by the Contractor no less frequently than every week and shall be emptied of its contents on a schedule determined by the Contractor, but with sufficient frequency to avoid creating an unseemly appearance.

**27. Service Modifications.** To avoid confusion with the VILLAGE'S existing collector for trash and recycling, the Parties agree that the Contractor will not collect any material set outside of the Container, such as small furniture, small appliances, televisions and other items which do not fit into the Container. The Contractor and the VILLAGE agree to discuss this service modification at the quarterly meetings set forth under Section 20 herein, with a goal of allowing the Contractor to collect and recycle these materials for the VILLAGE as soon as practicable.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Date of Execution first written above.

THE VILLAGE OF TINLEY PARK

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

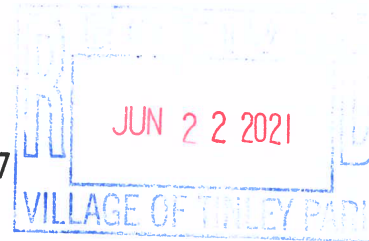
SIMPLE RECYCLING ILLINOIS LLC

By: \_\_\_\_\_  
Sonny Wilkins, Vice President



**BLOCK PARTY APPLICATION**

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



Representative: Lelia Hirsch-Amadio  
Address: [REDACTED] Phone: [REDACTED]  
Organization: Horseshoe Drive Cherry Hill Neighborhood  
Specific Location of Party: Horseshoe Drive from Surrey Drive Located on Horseshoe Dr. and  
Request Date: Sunday, Aug. 1, 2021  
Time: 2:00 p.m. a.m./p.m. To: 10:00 p.m. a.m./p.m. The grassy area of Gony Park on Horseshoe Dr.  
Purpose: Foster positive relationships in the neighborhood across all ages  
Person or Persons In Charge:  
Name: Lelia Hirsch-Amadio Phone: [REDACTED]  
Name: Jennifer Grella Phone: [REDACTED]  
Name: Christine Gallina Phone: [REDACTED]  
Number of Barricades Needed: 4 12 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: Lelia Hirsch-Amadio

**VILLAGE USE ONLY**

Fire Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Police Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Village Clerk:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>

Permits & Licenses Committee: \_\_\_\_\_

**BLOCK PARTY APPLICATION**

Village of Tinley Park

16250 South Oak Park Avenue, Tinley Park, Illinois 60477

Phone: 444-5000

Representative: Amber Johnson  
 Address: [REDACTED] Phone: [REDACTED]  
 Organization: \_\_\_\_\_  
 Specific Location of Party: Pottawattomi Trail Cul de Sac  
 Request Date: July 17 2021  
 Time: 12:00 a.m./p.m. To: 10:00 a.m./p.m.  
 Purpose: Block Party  
 Person or Persons In Charge:  
 Name: Amber Johnson Phone: [REDACTED]  
 Name: Giselda Sharpe Phone: [REDACTED]  
 Name: Peter Juknevisius Phone: [REDACTED]  
 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).

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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: [Signature]

**SUBMIT****VILLAGE USE ONLY**

Fire Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Police Chief:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Village Clerk:	Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>

Permits & Licenses Committee: \_\_\_\_\_

Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126317	6/18/2021	002613 UNITED HEALTHCARE AARP	AARP -PPPR070121		AARP POLICE PENSION JUNE PMT/JUL 86-00-000-20430	3,239.90
Total :						3,239.90
1 Vouchers for bank code : ap_py						Bank total : 3,239.90

vchlist

06/17/2021

4:17:28PM

## Voucher List

Village of Tinley Park

Page:

2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192622	6/18/2021	010955 AT & T LONG DISTANCE	827776689		CORPORATE ID931719LB TIP LINE 06/01-17-225-72120	51.27
					<b>Total :</b>	<b>51.27</b>
192623	6/18/2021	020124 AEBDALLAH, ROGER & JUANA	061421		STICKER REIMB FOR VEHICLE SOLD 06-00-000-79005	25.00
					<b>Total :</b>	<b>25.00</b>
192624	6/18/2021	019563 AEP ENERGY INC	3013134259		ACCT#3013134259 #4623055116 19620 01-26-024-72510	8,182.41
					08-00-000-72510	151.98
					<b>Total :</b>	<b>8,334.39</b>
192625	6/18/2021	011466 ALBERTSONS/SAFEWAY	061121		BOARD MEETING CONFECTIONARY 01-14-000-73115	53.90
			061521		FOIA TRAINING 01-13-000-72140	121.00
			061521.		NEW EMPLOYEE WELCOME - EARLEY 01-12-000-72220	48.99
					<b>Total :</b>	<b>223.89</b>
192626	6/18/2021	018932 ALOHA CHICAGO ENTERTAINMENT	051321	VTP-018409	3 LUAU SHOWS AT BLOCK PARTY - DEI 01-35-000-72923	500.00
					<b>Total :</b>	<b>500.00</b>
192627	6/18/2021	014936 AQUAMIST PLUMBING & LAWN	109729	VTP-018321	IRRIGATION VH MIDSEASON INSPECTI 01-26-023-72790	384.00
			109750	VTP-018321	IRRIGATION TPDF BROOKSIDE GLENN 01-26-023-72790	219.00
			109758	VTP-018321	IRRIGATION PD MID SEASON INSPECT 01-26-023-72790	273.00
			109771	VTP-018321	IRRIGATION HARLEM AVE&183RD-163F 01-26-023-72790	1,241.60
			109785	VTP-018321	IRRIGATION OPA TRAIN EAST MID SEA 01-26-023-72790	203.00
			109791	VTP-018321	IRRIGATION OPA TRAIN STATION MID S 01-26-023-72790	362.20

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192627	6/18/2021	014936 AQUAMIST PLUMBING & LAWN	(Continued) 109797	VTP-018321	IRRIGATION OPA ZABROCKI PLAZA MIE 01-26-023-72790	560.40
			112160	VTP-018321	IRRIGATION 191ST & BROOKSIDE GLE 01-26-023-72790	295.90
					<b>Total :</b>	<b>3,539.10</b>
192628	6/18/2021	002661 ARTISTIC DESIGNS	1589	VTP-018236	REPAIR TO LG HOLIDAY DECORATION 01-35-000-72954	3,823.20
			1590	VTP-018235	REPAIR OF HOLIDAY DECORATIONS 01-35-000-72954	5,727.10
					<b>Total :</b>	<b>9,550.30</b>
192629	6/18/2021	002974 BETTENHAUSEN CONSTRUCTION SERV	210081		SEMI TRUCK TIME SWEEPINGS TO HO 01-26-023-72890	150.00
					60-00-000-73681	220.50
					63-00-000-73681	24.50
					64-00-000-73681	105.00
			210082		SEMI TRUCK TIME FOR HAULING STO 01-26-023-73860	120.00
					70-00-000-73860	40.00
					60-00-000-73860	151.20
					63-00-000-73860	16.80
					64-00-000-73860	72.00
			210083		SEMI TRUCK TIME FOR HAULING SPOI 01-26-023-72890	255.00
					60-00-000-73681	374.85
					63-00-000-73681	41.65
					64-00-000-73681	178.50
			210084		TRUCK TIME FOR HAULING SPOILS TC 01-26-023-72890	135.00
					60-00-000-73681	198.45
					63-00-000-73681	22.05
					64-00-000-73681	94.50
					<b>Total :</b>	<b>2,200.00</b>
192630	6/18/2021	002923 BLACK DIRT INC.	514		PULVERIZED DIRT 6 WHEELER	

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192630	6/18/2021	002923 BLACK DIRT INC.	(Continued)		60-00-000-73680	113.40
					63-00-000-73680	12.60
					64-00-000-73680	54.00
					<b>Total :</b>	<b>180.00</b>
192631	6/18/2021	020088 BUCKLEY, KEITH	050521	VTP-018417	PERFORMANCE OF SHOCK THE SYSTI	
					01-35-000-72923	750.00
					<b>Total :</b>	<b>750.00</b>
192632	6/18/2021	014148 CALL ONE	415789		VILLAGE LANDLINE PHONE SERV 6/15/	
					01-19-000-72120	2,994.33
					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	103.65
					01-14-000-72120	620.00
					01-11-000-72120	4.73
					01-12-000-72120	10.88
					01-17-205-72120	10.88
					01-19-000-72120	2.36
					01-26-023-72120	2.84
					01-26-024-72120	2.84
					01-33-310-72120	2.84
					01-17-205-72120	97.09
					01-33-320-72120	2.84
					60-00-000-72120	7.11
					01-12-000-72120	48.55
					01-14-000-72120	162.25
					01-15-000-72120	29.38
					01-19-000-72120	43.44
					01-19-020-72120	14.05
					01-26-023-72120	19.16
					01-26-024-72120	19.16
					01-33-300-72120	29.38
					01-33-310-72120	29.38

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192632	6/18/2021	014148 CALL ONE	(Continued)		01-33-320-72120	19.16
					01-35-000-72120	19.16
					01-42-000-72120	10.22
					60-00-000-72120	61.32
					63-00-000-72120	6.39
					64-00-000-72120	30.68
					<b>Total :</b>	<b>13,034.61</b>
192633	6/18/2021	017500 CALOMINO, JAMES	042421		DONUTS FOR VOLUNTEERS	
					01-41-044-72977	59.95
					<b>Total :</b>	<b>59.95</b>
192634	6/18/2021	003396 CASE LOTS INC	4304		MULTIFOLD TOWELS AND TOILET PAPER	
					01-26-025-73580	136.60
					<b>Total :</b>	<b>136.60</b>
192635	6/18/2021	003229 CED/EFENGEE	4975-1003699		FLOUR LIGHT	
					01-26-025-73570	102.25
					<b>Total :</b>	<b>102.25</b>
192636	6/18/2021	015199 CHICAGO PARTS & SOUND LLC	1-0208523		MTR MEF 351 LINK STAB BA POLICE STATION	
					01-17-205-72540	104.20
			2J0003073		WINDOW TINT	
					01-17-205-72540	250.00
					<b>Total :</b>	<b>354.20</b>
192637	6/18/2021	013820 CINTAS CORPORATION	4087061295		MATS - PW	
					01-26-025-72790	185.64
					<b>Total :</b>	<b>185.64</b>
192638	6/18/2021	012057 COMCAST CABLE	8771401810010702		ACCT#8771401810010702 16250 OPA 6/	
					01-35-000-72517	10.51
			8771401810028977		ACCT#8771401810028977 7980 183RD0	
					01-26-025-72517	65.16
					<b>Total :</b>	<b>75.67</b>
192639	6/18/2021	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385151000 18001 80TH AVE 5/1	

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192639	6/18/2021	013878 COMED - COMMONWEALTH EDISON	(Continued)		01-26-025-72510	2,210.13
					<b>Total :</b>	<b>2,210.13</b>
192640	6/18/2021	017019 CROWN CASTLE USA INC	m05072021_004	VTP-018121	FIBER OPTIC RELOCATION AT THE BOI 27-00-000-75300	18,586.00
					<b>Total :</b>	<b>18,586.00</b>
192641	6/18/2021	018325 DAILY SOUTHTOWN	197792300		PD PAYS THRU 9/2/21 01-17-205-72720	37.50
					<b>Total :</b>	<b>37.50</b>
192642	6/18/2021	017603 DANDAN, RICK TARIQ	053121		MAY '21 SERVICES INVOICE - PLAN RE 01-33-300-72790	46,702.55
					<b>Total :</b>	<b>46,702.55</b>
192643	6/18/2021	020126 DEEMS, JOHN	Ref001406623		UB Refund Cst #00451816 60-00-000-20599	16.16
					<b>Total :</b>	<b>16.16</b>
192644	6/18/2021	011269 ELLIS, DON	135	VTP-018420	SOUND ENGINEER SERVICES FOR MU 01-35-000-72923	900.00
					<b>Total :</b>	<b>900.00</b>
192645	6/18/2021	015853 FIRE SERVICE INC.	35293		OIL AND FILTER CHANGE,LUBE CHASS 01-19-000-72540	1,600.00
					<b>Total :</b>	<b>1,600.00</b>
192646	6/18/2021	015702 FIRST AMERICAN TITLE INSURANCE	061521		19TH SEMI ANNUAL INCENTIVE 01-97-000-79133	83,154.12
					<b>Total :</b>	<b>83,154.12</b>
192647	6/18/2021	011611 FOX VALLEY FIRE & SAFETY CO.	IN00419130		ANNUAL INSPECTION FIRE ALARM SY\$ 01-19-000-72122	168.00
			IN00434979	VTP-018200	MONTHLY RADIO MAINTENANCE 4/1-4/ 14-00-000-72750	8,481.25
			IN00439508.		RADIO MAINTENANCE 14-00-000-72550	210.00



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192647	6/18/2021	011611 011611 FOX VALLEY FIRE & SAFETY CO.	(Continued)		<b>Total :</b>	<b>8,859.25</b>
192648	6/18/2021	004346 FRAME TECH, INC.	37117		WHEEL ALIGN 01-17-205-72540	75.00
					<b>Total :</b>	<b>75.00</b>
192649	6/18/2021	004298 FUN FUN FUN DJ'S	051121....		CRUISE NIGHT DJ SERVICE FOR JUNE 01-35-000-72923	175.00
					<b>Total :</b>	<b>175.00</b>
192650	6/18/2021	019349 GARVEY'S OFFICE PRODUCTS	CM191170		RETURN ORGANIZER FROM PINV2073-	
			PINV2091584		01-19-000-73110	-65.87
					MEMORY CARD,PENS,POST IT,MARKE	
					01-19-000-72567	102.60
					01-19-000-73110	169.08
					<b>Total :</b>	<b>205.81</b>
192651	6/18/2021	004500 GASVODA & ASSOCIATES, INC	INV2101049	VTP-018266	PUMP REPAIR @ STATION 1	
				VTP-018266	60-00-000-72528	3,517.00
					63-00-000-72528	3,517.00
					<b>Total :</b>	<b>7,034.00</b>
192652	6/18/2021	012281 HINCKLEY SPRINGS	5977593061221		WATER COOLER RENTAL 01-21-210-73110	122.31
					<b>Total :</b>	<b>122.31</b>
192653	6/18/2021	019161 HISKES DILLNER O'DONNELL	12904		05014.001 TP ETHICS REVIEWS SVC TI 01-14-000-72850	830.00
					<b>Total :</b>	<b>830.00</b>
192654	6/18/2021	005161 IL TACTICAL OFFICERS ASSN	00835		REGISTRATION V.MURMANN 5 DAY RA 01-17-220-72140	715.00
			00836		REGISTRATION V.VANSCHOUWEN 5 D/	
					01-17-220-72140	715.00
			00915		REGISTRATION K.SULLIVAN 6/21/21 HE 01-17-220-72140	25.00
			00933		REGISTRATION M.WALSH 6/21/21 HB3/	
					01-17-220-72140	65.00

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192654	6/18/2021	005161 005161 IL TACTICAL OFFICERS ASSN	(Continued)		<b>Total :</b>	<b>1,520.00</b>
192655	6/18/2021	005123 ILLINOIS FIRE INSPECTORS ASSOC	22126		FIREWORKS SEMINAR MAY 6 AND 13 2 01-19-020-72140	25.00
					<b>Total :</b>	<b>25.00</b>
192656	6/18/2021	005127 INGALLS OCCUPATIONAL MEDICINE	296284		MAY'21 EMPLOYEE SCREENINGS - C.K 01-41-040-72846	184.00
					<b>Total :</b>	<b>184.00</b>
192657	6/18/2021	017866 J & J NEWELL CONCRETE	21-5800		CONCRETE & FLAT WORK	
			21-5801	VTP-017851	01-26-023-75200	106,423.79
					SERVICE CONTRACT~SPRING 2021	
				VTP-018495	60-00-000-73770	8,903.62
				VTP-018495	63-00-000-73770	989.29
				VTP-018495	64-00-000-73770	4,239.82
			21-5801.		ASPHALT RESTORATION	
				VTP-018496	60-00-000-73780	12,515.35
				VTP-018496	63-00-000-73780	1,390.59
				VTP-018496	64-00-000-73780	5,959.70
			21-5801..		SERVICE CONTRACT SPRING 2021	
					60-00-000-72881	51.66
					63-00-000-72881	51.66
					64-00-000-72881	44.28
					<b>Total :</b>	<b>140,569.76</b>
192658	6/18/2021	005251 J AND R SALES AND SERVICE INC.	0341813		CIRCULAR SAW BLADE	
			0342898		01-26-023-73410	65.52
					HEARING PROTECTOR	
					01-26-024-73845	36.47
					01-26-023-73845	72.94
					60-00-000-73845	45.95
					63-00-000-73845	5.11
					64-00-000-73845	21.87
					<b>Total :</b>	<b>247.86</b>
192659	6/18/2021	011762 JOHN BURNS CONSTRUCTION CO.	2024		LED STREET LIGHTING REPLACEMENT	

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192659	6/18/2021	011762 JOHN BURNS CONSTRUCTION CO.	(Continued)			
			2024.	VTP-018279	30-00-000-75500	30,923.40
			2024..	VTP-018273	27-00-000-75500	22,569.03
				VTP-018271	18-00-000-75500	11,458.43
					<b>Total :</b>	<b>64,950.86</b>
192660	6/18/2021	015675 KRUPSKE SPRINKLER SYSTEM	061121		PERMIT REIMB UNABLE TO INSTALL M	
					01-14-000-79015	250.00
					<b>Total :</b>	<b>250.00</b>
192661	6/18/2021	011258 LONDON, SONNY	061621		HOTEL AND GAS REIMBURSEMENT DII	
					01-17-220-72140	70.48
					<b>Total :</b>	<b>70.48</b>
192662	6/18/2021	013969 MAP AUTOMOTIVE OF CHICAGO	40-616112		TRT ASY BR AND KIT - B/LIN	
					01-17-205-72540	267.23
					<b>Total :</b>	<b>267.23</b>
192663	6/18/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-103265		OTC 5078 ONE TON TRANSMISSION JA	
				VTP-018499	01-26-023-73410	1,750.00
				VTP-018499	60-00-000-73410	630.00
				VTP-018499	63-00-000-73410	70.00
				VTP-018499	64-00-000-73410	300.00
			15030-103907		STABILIZER BARLINK KIT AND TIE ROD	
					01-17-205-72540	44.84
					<b>Total :</b>	<b>2,794.84</b>
192664	6/18/2021	006074 MENARDS	6229		HD MTL ADJ NOZZLE	
					01-26-025-73410	14.98
			6237		PURDY PAINTERS TOOL, DRILL BIT, PLT	
					01-26-025-73410	33.46
					01-26-025-72520	3.49
			6279		LANDSCAPE BLOCK	
					01-26-025-72520	19.96
			6283		QUALITY BOARD	

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192664	6/18/2021	006074 MENARDS	(Continued)		01-26-025-73770	127.30
					<b>Total :</b>	<b>199.19</b>
192665	6/18/2021	017651 MSC INDUSTRIAL SUPPLY CO.	4672019002		SANDING DISC	
					01-26-024-73410	31.64
					01-26-023-73410	63.29
					60-00-000-73410	39.87
					63-00-000-73410	4.43
					64-00-000-73410	18.99
					<b>Total :</b>	<b>158.22</b>
192666	6/18/2021	020128 MURRAR, ABDUL & RASHA	Ref001406625		UB Refund Cst #00510413	
					60-00-000-20599	9.38
					<b>Total :</b>	<b>9.38</b>
192667	6/18/2021	015723 NICOR	33079168366		ACCT#33079168366 METER 4385355 93	
					64-00-000-72511	41.76
			49924710004		ACCT#49924710004 METER 4581759 91	
					01-26-025-72511	151.40
					<b>Total :</b>	<b>193.16</b>
192668	6/18/2021	006475 PARK ACE HARDWARE	065837/1		ACCT#891431 INV#065837/1 FASTENEF	
					60-00-000-73840	0.59
					63-00-000-73840	0.20
					64-00-000-73840	0.34
			065838/1		ACCT#891431 INV#065838/1 FASTENEF	
					60-00-000-73840	0.73
					63-00-000-73840	0.24
					64-00-000-73840	0.42
			065856/1a		ACCT#9404 INV#065856/1 PADLOCK	
					01-19-000-73870	19.99
			065864/1		ACCT#9404 INV 065864/1 PADLOCKS	
					01-19-000-73870	7.00
					<b>Total :</b>	<b>29.51</b>
192669	6/18/2021	018263 PORKMAFIA	20144270		B.DIORIO RETIREMENT CATERING	

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192669	6/18/2021	018263 PORKMAFIA	(Continued)		01-17-205-72974	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
192670	6/18/2021	006850 QUILL CORPORATION	17145401		POST ITS	
			17157746		01-33-000-73110	38.74
					#10 BRONZE MTC ENVELOPES -25	49.20
					01-33-000-73110	
					<b>Total :</b>	<b>87.94</b>
192671	6/18/2021	006361 RAY O' HERRON CO INC	2120517-IN		UNIFORM SHIRT D.BENES	
			21221236-IN		01-17-220-73610	57.99
					GOLD PLATE BADGE AND CLIP	66.55
					01-17-220-73610	
					<b>Total :</b>	<b>124.54</b>
192672	6/18/2021	006874 ROBINSON ENGINEERING CO. LTD.	21050455		06-549.01 TP FIRST ADDITION TO BROOKSIDE MEADOWS, PH	
			21050456		01-14-000-72840	307.50
			21050457		11-320 TP THE BLVD AT CENTRAL PK P	1,023.50
			21050458		27-00-000-72840	
			21050460		15-530 TP BROOKSIDE MEADOWS, PH	564.00
			21050461		01-14-000-72840	
			21050462		20-R0005.014 TP FY21 PMP RESURFAC	4,067.23
			21050463		06-00-000-72840	
					21-R0320 TP CMAQ APPLICATION & PH	4,650.00
					01-26-023-72840	
					21-R0430 TP SCANNELL DEV - VOLLME	12,046.00
					01-14-000-72840	
					21-R0489 TP STARBUCKS, TINLEY-HARI	373.50
					01-14-000-72840	
					21-R0490 TP STARBUCKS, TINLEY-LAG	112.50
					01-14-000-72840	
					<b>Total :</b>	<b>23,144.23</b>
192673	6/18/2021	016334 RUSH TRUCK CENTERS	3023733025		BOLT-HEAVY FLANGED HEX AND PLUG	
					01-26-023-72540	101.58

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192673	6/18/2021	016334 016334 RUSH TRUCK CENTERS	(Continued)		<b>Total :</b>	<b>101.58</b>
192674	6/18/2021	007629 SAM'S CLUB DIRECT	061121		WATER AND PAPER TOWEL	
					01-26-025-73580	18.98
					60-00-000-73115	13.94
					64-00-000-73115	5.98
					01-26-023-73115	19.92
					01-26-024-73115	9.96
					<b>Total :</b>	<b>68.78</b>
192675	6/18/2021	020127 SARMIENTO, CATHY & BERNADETTE	Ref001406624		UB Refund Cst #00457525	
					60-00-000-20599	7.92
					<b>Total :</b>	<b>7.92</b>
192676	6/18/2021	007092 SAUNORIS	662554		SOD AND PALLET	
					60-00-000-73680	439.74
					63-00-000-73680	48.86
					64-00-000-73680	209.40
			663293		SOD AND PALLET	
					01-26-023-73680	737.00
					<b>Total :</b>	<b>1,435.00</b>
192677	6/18/2021	020123 SAVAGE TRAINING GROUP LLC	1373		J.MITTELMAN TRAINING RESPONSE TO	
					01-17-220-72140	258.00
					<b>Total :</b>	<b>258.00</b>
192678	6/18/2021	020125 SHEHADI, REFKI & ZUHDI	061421		BOUGHT STICKERS TWICE	
					06-00-000-79005	50.00
					<b>Total :</b>	<b>50.00</b>
192679	6/18/2021	007105 SIDWELL CO., THE	SIDXT0000601		COOK LEASE BOOK VOL 7 AND COOK	
					01-26-024-73870	172.00
					01-26-023-73870	344.00
					60-00-000-73870	120.40
					63-00-000-73870	120.40
					64-00-000-73870	103.20
					<b>Total :</b>	<b>860.00</b>

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

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192680	6/18/2021	013043 SITE DESIGN GROUP, LTD.	7482PH2-46		LANDSCAPING SVC THRU 5/29/21	
				VTP-018432	01-26-023-72847	3,547.50
			7698-67		STORMWATER AREA MAINTENANCE 5/	
				VTP-018309	65-00-000-72847	1,705.00
			7946-48		MOWING 5/1-5/29/21	
				VTP-018308	01-26-023-72847	1,532.50
			8498-29		URBAN FORESTRY PROGRAM 5/1-5/29	
				VTP-018431	01-26-023-72847	5,230.00
			8803-14		LANDSCAPE MAINTENANCE LANDSCA	
				VTP-018323	01-26-023-72847	2,330.00
					<b>Total :</b>	<b>14,345.00</b>
192681	6/18/2021	015405 SSACOP	061421		SSACOP DUES T.POULOS	
					01-17-205-72720	50.00
					<b>Total :</b>	<b>50.00</b>
192682	6/18/2021	007224 STANDARD EQUIPMENT COMPANY	P29564		BROOMS / SWEEPERS	
					01-26-023-72530	715.08
					<b>Total :</b>	<b>715.08</b>
192683	6/18/2021	020117 STREET SMART	944150		TOWABLE ATTENUATOR	
				VTP-018472	30-00-000-74621	28,202.00
					<b>Total :</b>	<b>28,202.00</b>
192684	6/18/2021	007476 STRZELCZYK, KENNETH	061421		CDL LICENSE REIMBURSEMENT	
					60-00-000-72860	34.13
					63-00-000-72860	11.37
					64-00-000-72860	19.50
					<b>Total :</b>	<b>65.00</b>
192685	6/18/2021	018878 SUPERION LLC	301625		NIBRS REMOTE TRAINING	
				VTP-017942	01-17-205-72140	1,920.00
					<b>Total :</b>	<b>1,920.00</b>
192686	6/18/2021	007297 SUTTON FORD INC./FLEET SALES	529624		TUBE ASY	
					01-17-205-72540	68.88
			529668		BUCKLE ASY SEAT BELT	

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

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192686	6/18/2021	007297 SUTTON FORD INC./FLEET SALES	(Continued)			
			529769		01-17-205-72540 SHAFT FRONT AXLE	60.17
			529801		01-17-205-72540 SOCKET ASY	137.63
			529935		01-17-205-72540 VALVE ASY	203.84
			530061		01-17-205-72540 LATCH ASY TAILGATE	38.19
					60-00-000-72540	43.64
					63-00-000-72540	14.55
					64-00-000-72540	24.93
			530067		KIT JET,HOSE WINSHIELD	
					01-17-205-72540	30.09
					<b>Total :</b>	<b>621.92</b>
192687	6/18/2021	007777 THOMPSON ELEVATOR INSPECTION	21-1588		1 FULL MOD PERMIT REINSPECTION E	
					01-33-300-72853	75.00
					<b>Total :</b>	<b>75.00</b>
192688	6/18/2021	019712 TM TIRE CO INC	132201		SERVICE CALL FOR TIRES POWDERCO	
			132828		01-26-023-73560	662.50
				VTP-018498	(2) 225/70R 19.5 FIRESTONE TIRES UNI	
			132829		01-26-023-73560	549.00
				VTP-018500	(4) P235/55R17 GENERAL TIRES UNIT 7	
					01-33-300-72540	411.80
					<b>Total :</b>	<b>1,623.30</b>
192689	6/18/2021	013200 TRIBUNE PUBLISHING COMPANY	037223709000		CLASSIFIED LISTINGS MAY'21	
					01-33-310-72330	265.50
					<b>Total :</b>	<b>265.50</b>
192690	6/18/2021	015532 TRI-ELECTRONICS, INC.	270889		POWER SUPPLY/CHARGER	
			271044		01-26-025-73570	340.00
				VTP-018405	INTERFACE MODULE	
					01-26-025-73570	4,166.30



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**Voucher List**  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192690	6/18/2021	015532 015532 TRI-ELECTRONICS, INC.	(Continued)		<b>Total :</b>	<b>4,506.30</b>
192691	6/18/2021	011452 TRIHEDRAL ENGINEERING LIMITED	J552		RENEWAL OF VTSCADA 10K	
				VTP-018503	60-00-000-72655	567.00
				VTP-018503	63-00-000-72655	63.00
				VTP-018503	64-00-000-72655	270.00
				VTP-018503	60-00-000-72655	766.86
				VTP-018503	63-00-000-72655	85.21
				VTP-018503	64-00-000-72655	365.17
				VTP-018503	60-00-000-72655	170.10
				VTP-018503	63-00-000-72655	18.90
				VTP-018503	64-00-000-72655	81.00
				VTP-018503	60-00-000-72655	283.50
				VTP-018503	63-00-000-72655	31.50
				VTP-018503	64-00-000-72655	135.00
				VTP-018503	60-00-000-72655	170.10
				VTP-018503	63-00-000-72655	18.90
				VTP-018503	64-00-000-72655	81.00
				<b>Total :</b>		<b>3,107.24</b>
192692	6/18/2021	014510 TRUGREEN	139928977		LAWN TREATMENT 6/3/21 76TH AV MEI	
				VTP-018310	01-26-023-72881	250.00
			140140492		LAWN TREATMENT 6/5/21 183RD & PUM	
				VTP-018310	01-26-023-72881	180.00
			140147625		LAWN TREATMENT 6/5/21 7980 183RD S	
				VTP-018310	01-26-023-72881	90.00
			140150876		LAWN TREATMENT 6/5/21 HARLEM AV I	
				VTP-018310	01-26-023-72881	290.00
			140151038		LAWN TREATMENT 6/5/21 FIRE HOUSE	
				VTP-018310	01-26-023-72881	70.00
			140312897		LAWN TREATMENT 6/8/21 FIRE HOUSE	
				VTP-018310	01-26-023-72881	40.00
				<b>Total :</b>		<b>920.00</b>
192693	6/18/2021	004106 TYLER TECHNOLOGIES, INC	045-342984		EDEN LICENSING WEB EXTENTION 5/2	
				VTP-018022	30-00-000-74167	2,029.81

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**Voucher List**  
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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192693	6/18/2021	004106 TYLER TECHNOLOGIES, INC	(Continued)		<b>Total :</b>	<b>2,029.81</b>
192694	6/18/2021	008040 UNDERGROUND PIPE & VALVE CO	049182		MAIN BREAK CLAMPS	
				VTP-018485	60-00-000-73630	451.08
				VTP-018485	63-00-000-73630	50.12
				VTP-018485	64-00-000-73630	214.80
			049323		SEWER REPAIR SUPPLIES	
				VTP-018488	01-26-023-73790	706.82
					<b>Total :</b>	<b>1,422.82</b>
192695	6/18/2021	002613 UNITED HEALTHCARE AARP	AARP-AP070121		JUNE 21 PYMT FOR JULY 21 COVERAG	
					01-33-300-72435	141.91
					01-13-000-72435	232.87
					60-00-000-72435	129.04
					01-17-205-72435	141.91
					60-00-000-72435	195.35
					01-15-000-72435	110.29
					01-26-024-72435	229.90
					01-26-023-72435	116.55
					60-00-000-72435	214.86
					01-17-205-72435	87.41
					60-00-000-72435	43.72
					01-26-025-72435	43.69
					01-17-205-72435	174.82
					60-00-000-72435	129.04
			AARP-PPAP070121		AARP POLICE PENSION JUNE 21 PMT/	
					01-17-205-72435	2,793.53
					<b>Total :</b>	<b>4,784.89</b>
192696	6/18/2021	018250 VERIZON CONNECT NWF INC	OSV000002456265		CUST ID TINL001 05/01/21-05/31/21	
					01-26-023-72790	226.66
					<b>Total :</b>	<b>226.66</b>
192697	6/18/2021	011416 VERIZON WIRELESS	9881873291		ACCT 280481333-00001 DATA SERVICE	
					11-00-000-72127	73.73
					01-11-000-72127	216.06
					01-12-000-72127	72.02

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192697	6/18/2021	011416 VERIZON WIRELESS	(Continued)			
					01-13-000-72127	36.01
					01-15-000-72127	36.01
					01-16-000-72127	216.06
					01-17-220-72127	1,840.81
					01-17-205-72127	396.17
					01-19-000-72127	540.23
					01-19-020-72127	108.05
					01-21-210-72127	288.08
					01-26-023-72127	540.15
					01-26-025-72127	216.06
					01-33-000-72127	360.10
					01-35-000-72127	108.03
					60-00-000-72127	201.66
					64-00-000-72127	172.84
					63-00-000-72127	201.66
			9881873292		ACCT 2804813333-00003 MOBILE SVC	
					01-11-000-72120	303.21
					01-12-000-72120	126.90
					01-13-000-72120	84.60
					01-14-000-72120	12.99
					01-15-000-72120	84.77
					01-16-000-72120	339.13
					01-17-205-72120	4,279.70
					01-19-000-72120	162.20
					01-19-020-72120	217.41
					01-21-000-72120	86.37
					01-21-210-72120	215.04
					01-26-023-72120	1,183.55
					01-26-024-72120	134.01
					01-26-025-72120	263.28
					01-33-300-72120	367.48
					01-35-000-72120	42.30
					60-00-000-72120	421.72
					64-00-000-72120	200.82
					63-00-000-72120	46.85
			9881874660		ACCT#285837077-00001 5/14-6/13/21 TE	

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## Voucher List

Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192697	6/18/2021	011416 VERIZON WIRELESS	(Continued)		01-17-205-72127	8.85
					<b>Total :</b>	<b>14,204.91</b>
192698	6/18/2021	006429 VILLAGE OF ORLAND HILLS	061521		18TH IGA PAYMENT FEB-MAR 2021	
					01-97-000-79125	10,064.86
					<b>Total :</b>	<b>10,064.86</b>
192699	6/18/2021	019455 WALSH LAW GROUP PC	8640		LEGAL SVC 4/28-6/2/21 IN CONN WITH	
					01-14-000-72850	3,018.00
					<b>Total :</b>	<b>3,018.00</b>
192700	6/18/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS	4975757-0		CLIP,BINDER,MARKER,PEN,SHARPIE	
					01-26-024-73110	15.86
					01-26-023-73110	31.71
					60-00-000-73110	19.98
					63-00-000-73110	2.22
					64-00-000-73110	9.51
			4976836-0		HP TONER	
					01-26-024-73110	43.40
					01-26-023-73110	86.80
					60-00-000-73110	54.68
					63-00-000-73110	6.08
					64-00-000-73110	26.03
					<b>Total :</b>	<b>296.27</b>
192701	6/18/2021	011055 WARREN OIL CO.	W1396026		DIESEL FUEL USED 4/28/21-6/9/21	
					01-19-000-73545	2,384.69
					60-00-000-73545	590.83
					63-00-000-73545	147.71
					64-00-000-73545	316.51
					01-26-023-73545	1,915.23
					01-26-024-73545	290.42
					01-14-000-73531	3,570.11
					<b>Total :</b>	<b>9,215.50</b>
192702	6/18/2021	008221 WILLE BROTHERS COMPANY	372825		READY MIX CONCRETE AND CARTAGE	

Bank code :		apbank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192702	6/18/2021	008221 WILLE BROTHERS COMPANY	(Continued)		01-26-023-73770	773.00
Total :						773.00
192703	6/18/2021	019089 WOOD COMMUNICATIONS	1899		TROUBLESHOOT AND REPAIR AV SYS` 01-26-025-72530	245.00
Total :						245.00
82 Vouchers for bank code :		apbank				Bank total : 551,116.24

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

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Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3239	6/8/2021	018837 INSURANCE PROGRAM MANAGERS GRP	201119W024		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542 70-00-000-72542	1,048.33 1,048.33
					<b>Total :</b>	<b>2,096.66</b>
3240	6/8/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210526W019		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	2,247.68
					<b>Total :</b>	<b>2,247.68</b>
3241	6/8/2021	018837 INSURANCE PROGRAM MANAGERS GRP	200803W006		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02
					<b>Total :</b>	<b>1,113.02</b>
3242	6/8/2021	018837 INSURANCE PROGRAM MANAGERS GRP	2010*[2011*[2103*]* 2104*[2008*[2103*]*		PAYEE-ALPHA REVIEW CORPORATION 01-14-000-72542 70-00-000-72542 PAYEE-ALPHA REVIEW CORPORATION 01-14-000-72542	494.60 21.75 85.20
					<b>Total :</b>	<b>601.55</b>
3243	6/15/2021	018837 INSURANCE PROGRAM MANAGERS GRP	200803W006		PAYEE-ELECTROSTIM MEDCL SVCS 01-14-000-72542	229.42
					<b>Total :</b>	<b>229.42</b>
3244	6/15/2021	018837 INSURANCE PROGRAM MANAGERS GRP	201019W041		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	283.09
					<b>Total :</b>	<b>283.09</b>
3245	6/15/2021	018837 INSURANCE PROGRAM MANAGERS GRP	210323W028		PAYEE-INGALLS OCCUPATIONAL HEAL 01-14-000-72542	83.78
					<b>Total :</b>	<b>83.78</b>
3246	6/15/2021	018837 INSURANCE PROGRAM MANAGERS GRP	200803W006-2		PAYEE-LOYOLA UNIVERSITY MED CT 01-14-000-72542	62.78
					<b>Total :</b>	<b>62.78</b>
3247	6/15/2021	018837 INSURANCE PROGRAM MANAGERS GRP	201019W041		PAYEE-MIDWEST ROI 01-14-000-72542	32.25

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Bank code : ipmg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3247	6/15/2021	018837	018837 INSURANCE PROGRAM MANAGERS GRI (Continued)			<b>Total : 32.25</b>
3248	6/15/2021	018837	INSURANCE PROGRAM MANAGERS GRP	201119W024	PAYEE-MSC GROUP INC 01-14-000-72542 70-00-000-72542	586.13 586.12 <b>Total : 1,172.25</b>
3249	6/15/2021	018837	INSURANCE PROGRAM MANAGERS GRP	200505W003	PAYEE-PETERSON JOHNSON & MURR 01-14-000-72542	3,452.00 <b>Total : 3,452.00</b>
3250	6/15/2021	018837	INSURANCE PROGRAM MANAGERS GRP	191105W030	PAYEE-PETERSON JOHNSON & MURR 01-14-000-72542	1,248.00 <b>Total : 1,248.00</b>
3251	6/15/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210323W028	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	748.14 <b>Total : 748.14</b>
3252	6/15/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210421W008	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52 <b>Total : 1,704.52</b>
3253	6/15/2021	018837	INSURANCE PROGRAM MANAGERS GRP	210526W019	PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	2,247.68 <b>Total : 2,247.68</b>
<b>15 Vouchers for bank code : ipmg</b>						<b>Bank total : 17,322.82</b>
<b>98 Vouchers in this report</b>						<b>Total vouchers : 571,678.96</b>

Bank code :      ipmq

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

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

\_\_\_\_\_Village President

\_\_\_\_\_Village Clerk

\_\_\_\_\_Date



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

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Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126318	6/25/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000195565419		HEALTH INS- JUNE PMT/JULY - SEF 86-00-000-20430	490.77
					<b>Total :</b>	<b>490.77</b>
126319	6/25/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000195572409		HEALTH INS- JUNE PMT/JULY - SEF 86-00-000-20430	404.54
					<b>Total :</b>	<b>404.54</b>
126320	6/25/2021	019214 BLUE CROSS BLUE SHIELD	BCBS-DA-PPPR070121		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	227.71
			BCBS-DA-PR070121		0000ILLB1212 HEALTH INS EXP-JUI 86-00-000-20430	206.08
					<b>Total :</b>	<b>433.79</b>
126321	6/25/2021	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-PPPR070121		A/C#271855-HEALTH INS-JUNE PM 86-00-000-20430	19,321.49
			HCSVCS-PR070121		A/C#271855-HEALTH INS-JUNE PM 86-00-000-20430	15,559.52
					<b>Total :</b>	<b>34,881.01</b>
<b>4 Vouchers for bank code : ap_py</b>						<b>Bank total : 36,210.11</b>

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**Voucher List**  
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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192704	6/25/2021	011227 AMERICAN SOLUTIONS FOR	INV05412171	VTP-018470	PAYROLL CHECK STOCK FOR MICF 01-14-000-73110	1,094.55
<b>Total :</b>						<b>1,094.55</b>
192705	6/25/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	AP000195565419		HEALTH INS EXPENSE- JUNE PMT/ 60-00-000-72435 63-00-000-72435 64-00-000-72435	288.57 54.96 147.24
<b>Total :</b>						<b>490.77</b>
192706	6/25/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	AP000195572409		HEALTH INS EXPENSE-JUNE PMT/ 60-00-000-72435 63-00-000-72435 64-00-000-72435	237.86 45.30 121.37
<b>Total :</b>						<b>404.53</b>
192707	6/25/2021	014936 AQUAMIST PLUMBING & LAWN	109764	VTP-018321	IRRIGATION 171ST ST MEDIANS 6/' 01-26-023-72790	1,008.65
			109779	VTP-018321	IRRIGATION LAGRANGE RD MEDIA 01-26-023-72790	3,266.40
			111687	VTP-018471	REPLACEMENT OF BACKFLOW VA 01-26-025-72530	2,348.38
			112277	VTP-018321	IRRIGATION 171ST ST MEDIAN RPZ 01-26-023-72790	121.00
			112310	VTP-018321	IRRIGATION RPZ TEST HARLEM ST 01-26-023-72790	484.00
			112311	VTP-018439	IRRIGATION- RPZ OPA TRAIN EAST 01-26-025-72790	121.00
			112312	VTP-018439	IRRIGATION-RPZ TESTING OPA TR 01-26-025-72790	121.00
			112313	VTP-018321	IRRIGATION RPZ TEST ZABROCKI I 01-26-023-72790	121.00
			112315	VTP-018439	IRRIGATION - RPZ TESTING FIRE S 01-26-025-72790	121.00
<b>Total :</b>						<b>7,712.43</b>
192708	6/25/2021	010953 BATTERIES PLUS - 277	P40540249		SLA 12-8F BATTERY	

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

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192708	6/25/2021	010953 BATTERIES PLUS - 277	(Continued)			
			P40839099		14-00-000-74150 SLA 12-8F BATTERY 14-00-000-74150	140.00  140.00
					<b>Total :</b>	<b>280.00</b>
192709	6/25/2021	002923 BLACK DIRT INC.	566		PULVERIZED DIRT - MULTIPLE TICKETS	
					01-26-023-73680 60-00-000-73680 63-00-000-73680 64-00-000-73680	600.00 226.80 25.20 108.00
					<b>Total :</b>	<b>960.00</b>
192710	6/25/2021	019214 BLUE CROSS BLUE SHIELD	BCBS-DA-AP070121		0000ILLB1212 HEALTH INS EXP-JUL	
					01-26-023-72435 01-33-300-72435 01-26-024-72435	69.51 60.09 76.46
			BCBS-DA-PPAP070121		0000ILLB1212 HEALTH INS EXP-JUL	
					01-17-205-72435	227.70
					<b>Total :</b>	<b>433.76</b>
192711	6/25/2021	011929 CAPITAL ONE BANK (USA), N.A.	042621		****6452 AMZN MKTP US CREDIT FC	
			051021		01-35-000-73870 ****6452 FRAMES	-109.95
			051121		01-41-050-72934 ****6452 PHOTOS	11.99
			051221		01-35-000-73870 ****6452 MONTHLY SUBSCRIPTION	35.98
			051521		01-35-000-72720 ****6452 THE VILLAGE VETERANS F	27.72
			051721		01-35-000-72720 ****6452 GODADDY RENEWAL	39.50
			051821		01-35-000-72653 ****6452 GIFT CARD FOR EMPLOYE	399.40
			051821		84-00-000-20199 ****6452 EMPLOYEE REC WEEK GII	25.00
					84-00-000-20199	25.00

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192711	6/25/2021	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
			051821		****6452 PHOTOS 01-35-000-73870	26.91
			051821		****6452 EMPLOYEE REC WEEK GII 84-00-000-20199	25.00
			052021		****6452 ADOBE STOCK 01-35-000-72985	29.99
			052021		****6452 VILLAGE BUS JOB AD 01-42-000-72446	12.00
			052121		****6452 COMPOSITE FLOOR STAN 01-35-000-72954	-585.98
			052121		****6452 GOTOMEETING MONTHLY 01-14-000-72720	25.16
			052121		****6452 VILLAGE DRIVER JOB POS 01-42-000-72446	49.99
			052521		****6452 CLICK N'SHIP 01-14-000-72110	31.00
			052521		****6452 AWARD MOLDING IN FRAM 01-98-000-99000	88.45
			052521.		****6452 CLICK N'SHIP 01-14-000-72110	23.85
			052521..		****6452 CLICK N'SHIP 01-14-000-72110	159.00
			052621		****6452 JOB POSTING 01-15-000-72446	250.00
			052721		****6452 JOB POSTING FOR VILLAG 01-26-023-72446	325.00
			052721		****6452 MULTIPLE JOB POSTINGS 01-26-023-72446	58.33
					01-42-000-72446	58.33
					01-19-020-72446	58.33
					01-15-000-72446	58.33
					01-26-024-72446	58.33
					60-00-000-72446	20.42
					63-00-000-72446	20.42
					64-00-000-72446	17.51
			052921		****6452 MEMBER RECERTIFICATIC	

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192711	6/25/2021	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)			
			053021		01-12-000-72720 ****6452 KEY	100.00
			060921		01-26-025-72530 ****6452 MONTHLY SUBSCRIPTION	38.00
			061721		01-35-000-72720 ****6452 BENCHES ARTIST RECEP1	27.72
			111-0109355-7654616		01-35-000-72923 ****6452 ANTI FATIGUE MAT	190.00
			111-8748346-4285067		01-33-000-73110 ****6452 STANDING DUAL MONITOF	32.25
			112-0073451-8203455		01-33-000-73110 ****6452 STANDING UP DESK CONN	395.00
			112-0631545-9219459		01-35-000-73870 ***6452 VENDING MACHINE DOLLA	94.99
			112-7037058-7049843		01-14-000-73115 ****6452 YELLOW FELT BOARD TIL	42.99
					01-26-024-73110	65.04
					01-26-023-73110	130.08
					60-00-000-73110	45.53
					63-00-000-73110	45.53
					64-00-000-73110	39.02
			113-4886380-3131466		****6452 BLOCK TIMBERS GAME	
			114-3706437-9421841		01-35-000-72923 ****6452 COMPUTER DESK CABLE	80.16
					01-26-023-73110	6.17
					01-26-024-73110	3.08
					60-00-000-73110	3.89
					63-00-000-73110	0.43
					64-00-000-73110	1.85
			1158672		****6452 SELF INKING STAMP	
			161222		01-35-000-72923 ****6452 SOIL SAMPLES	160.00
				VTP-018447	60-00-000-72870	428.93
				VTP-018447	63-00-000-72870	428.93
				VTP-018447	64-00-000-72870	367.64
			185006		****6452 REAL ESTATE DEV AND RE	

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192711	6/25/2021	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)		01-33-320-72140	505.00
			21-1664		1 R&R MOD PERMIT INSPECTION (	
			INV85630545		01-33-300-72853	75.00
					****6452 WEBINAR SERVICES 6/14/	
					01-16-000-72655	1,999.00
					<b>Total :</b>	<b>6,571.24</b>
192712	6/25/2021	003243 CDW GOVERNMENT INC	F129103		LOGI KB MOUSE MK270 WIRELESS	
			F616524		01-16-000-72565	55.80
			F640853		BLACK BOX FIBER 2M SM 9 MICRO	
					01-16-000-72565	12.74
				VTP-018490	BACKUP SOFTWARE	
					01-16-000-72655	3,529.50
					<b>Total :</b>	<b>3,598.04</b>
192713	6/25/2021	003606 CHICAGO SOUTHLAND CONV. V B	0621		MAY LIAB JUNE COLL HOTEL ACCC	
					12-00-000-79107	21,237.23
					<b>Total :</b>	<b>21,237.23</b>
192714	6/25/2021	017349 CHICAGO STREET CCDD, LLC	20681		DUMP FEES 6/7-6/9/21	
					01-26-023-72890	560.00
					<b>Total :</b>	<b>560.00</b>
192715	6/25/2021	003137 CHRISTOPHER B.BURKE ENGINEERNG	165471		01.R160373.00002 INTERIM VILL EN	
			165472		64-00-000-72840	1,252.00
			165474		01.R160373.00007 POST 4 LIFT STA	
					61-00-000-75320	322.00
			165475		01.R160373.00022 DRY UTILITY REI	
					27-00-000-72840	1,004.00
			165476		01.R160373.0003C LIGHTING PHAS	
					30-00-000-75500	267.50
					01.R160373.C0020 POST 7 FORCE I	
					61-00-000-75305	3,306.00
					<b>Total :</b>	<b>6,151.50</b>
192716	6/25/2021	003137 CHRISTOPHER B.BURKE ENGINEERNG	165473		01.R160373.00008 POST 5 LIFT STA	

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192716	6/25/2021	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued)			
			166876		61-00-000-72840	224.00
			166876.		01.R160373.0003C LIGHTING PHAS	
			166877		30-00-000-75500	3,119.00
			166877.		01.R160373.0003C LIGHTING PHAS	
			166878		30-00-000-75500	273.00
			166878.		01.R160373.00002 INTERIM VILLAG	
					64-00-000-72840	1,308.00
					01.R160373.00002 INTERM VILLAGE	
					30-00-000-75801	402.50
					64-00-000-72840	2,211.00
					01.R160373.00023 2021 FIRE HYDR	
					60-00-000-72790	2,115.00
					<b>Total :</b>	<b>9,652.50</b>
192717	6/25/2021	013820 CINTAS CORPORATION	4087378115		MATS - PD	
			4087466160		01-26-025-72790	89.31
					MATS - VH	
					01-26-025-72790	97.83
					<b>Total :</b>	<b>187.14</b>
192718	6/25/2021	017298 COMCAST BUSINESS	123740361	VTP-018478	ACCT 930890410 VILLAGE HALL FIE	
					01-14-000-72125	982.95
					<b>Total :</b>	<b>982.95</b>
192719	6/25/2021	012057 COMCAST CABLE	8771401810296319	VTP-018413	17355 68TH CT ACCT# 8771 40 181	
			8771401810316240		01-14-000-72125	233.35
					ACCT#8771401810316240 7850 183	
					01-17-205-72517	55.40
					<b>Total :</b>	<b>288.75</b>
192720	6/25/2021	013878 COMED - COMMONWEALTH EDISON	0385440022		ACCT#0385440022 SS BROOKSIDE	
			0421064066		64-00-000-72510	293.17
			0471006425		ACCT#0421064066 LAPORTE RD &	
					64-00-000-72510	57.03
					ACCT#0471006425 19948 SILVERSI	
					01-26-024-72510	52.85

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192720	6/25/2021	013878 COMED - COMMONWEALTH EDISON	(Continued) 0637059039		ACCT#0637059039 7950 W TIMBER 64-00-000-72510	87.71
			2922039023		ACCT#2922039023 9342 PARKWOC 01-26-024-72510	15.18
			4803158058		ACCT#4803158058 RIDGEFIELD LF 64-00-000-72510	135.06
			4943163008		ACCT#4943163008 7650 TIMBER DF 70-00-000-72510	21.83
			5437131000		ACCT#5437131000 7980 W 183RD S 01-26-025-72510	228.06
			5983017013		ACCT#5983017013 19112 S 80THAV 63-00-000-72510	79.03
					<b>Total :</b>	<b>969.92</b>
192721	6/25/2021	018311 CONNECTION	71413769		TROY M601/M605/MK606 SEC TONE 01-15-000-73110	244.55
			71413785		APPLE DEFENDER IPHONE CASE 01-16-000-72565	66.52
			71448348		8GB USB 3.0 FLASH DRIVE 01-17-225-73600	133.22
					<b>Total :</b>	<b>444.29</b>
192722	6/25/2021	012410 CONSERV FS, INC.	66043852		LANDSCAPE BALL FIELD , DRAIN,C 60-00-000-73410	142.05
					63-00-000-73410	15.78
					64-00-000-73410	67.65
			66043916		WHEELBARROW 6CU HD P LY SINC 60-00-000-73410	122.85
					63-00-000-73410	13.65
					64-00-000-73410	58.50
					<b>Total :</b>	<b>420.48</b>
192723	6/25/2021	018234 CORE & MAIN LP	O310014		BBOX PARTS AND HYMAX CLAMPS	
				VTP-018479	60-00-000-73630	384.97
				VTP-018479	63-00-000-73630	42.77
				VTP-018479	64-00-000-73630	183.32



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192723	6/25/2021	018234 CORE & MAIN LP	(Continued)			
				VTP-018479	60-00-000-73630	3.04
				VTP-018479	63-00-000-73630	0.34
				VTP-018479	64-00-000-73630	1.44
				VTP-018479	60-00-000-73630	12.44
				VTP-018479	63-00-000-73630	1.38
				VTP-018479	64-00-000-73630	5.92
				VTP-018479	60-00-000-73630	160.65
				VTP-018479	63-00-000-73630	17.85
				VTP-018479	64-00-000-73630	76.50
				VTP-018479	60-00-000-73630	42.40
				VTP-018479	63-00-000-73630	4.71
				VTP-018479	64-00-000-73630	20.19
				VTP-018479	60-00-000-73630	64.10
				VTP-018479	63-00-000-73630	7.12
				VTP-018479	64-00-000-73630	30.53
				VTP-018479	60-00-000-73630	386.18
				VTP-018479	63-00-000-73630	42.90
				VTP-018479	64-00-000-73630	183.90
					<b>Total :</b>	<b>1,672.65</b>
192724	6/25/2021	003635 CROSSMARK PRINTING, INC	1753		BUSINESS CARDS R.EARLEY	
			82905		01-12-000-73110	36.65
			82955		EXCEPTIONAL ACTIVITY REPORT #	
			82991		01-17-205-72310	799.29
			83079		BUSINESS CARDS L.KOSMATKA AM	
					01-33-000-72310	73.90
					BUSINESS CARDS FOR TERRY LUS	
					01-26-025-72310	58.65
					CLEAR TINLEY PARK LIFE AMPLIFII	
					01-35-000-73110	175.00
					<b>Total :</b>	<b>1,143.49</b>
192725	6/25/2021	019276 DAVEY RESOURCE GROUP INC	115343		APPLE LANE POND RESTORATION	
				VTP-017817	30-00-000-73681	1,226.75
					<b>Total :</b>	<b>1,226.75</b>

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192726	6/25/2021	004009 EAGLE UNIFORM CO INC	inv-1950		UNIFORM PANTS SWEENEY 01-17-220-73610	77.00
					<b>Total :</b>	<b>77.00</b>
192727	6/25/2021	016642 EASYTESTMAKER	659613-0622		EASY TESTMAKER PREMIUM 6/27/21 01-17-217-73600	79.95
					<b>Total :</b>	<b>79.95</b>
192728	6/25/2021	004094 EJ EQUIPMENT INC.	P30081		ULTRA HOSE 60-00-000-72530 63-00-000-72530 64-00-000-72530	186.36 62.16 106.45
					<b>Total :</b>	<b>354.97</b>
192729	6/25/2021	011176 ELEMENT GRAPHICS & DESIGN, INC	17694		DECAL WORK ON FORD INTERCEPTOR 01-17-205-72540	108.77
					<b>Total :</b>	<b>108.77</b>
192730	6/25/2021	004019 EVON'S TROPHIES & AWARDS	052621		DOOR SIGNS FOR VEHICLE 01-26-025-72520	46.36
					<b>Total :</b>	<b>46.36</b>
192731	6/25/2021	015853 FIRE SERVICE INC.	35294		SVC FOR UNIT #47 VIN#4ENABA81101 01-19-000-72540	8,654.67
					<b>Total :</b>	<b>8,654.67</b>
192732	6/25/2021	011132 FORCE ENTERPRISES	052711	VTP-018509	WATER QUALITY REPORT POST CARD 60-00-000-72310	533.85
				VTP-018509	63-00-000-72310	228.79
			052745	VTP-018519	2021 BENCHES ON THE AVENUE BLDG 01-35-000-72923	1,134.49
					<b>Total :</b>	<b>1,897.13</b>
192733	6/25/2021	011611 FOX VALLEY FIRE & SAFETY CO.	IN00444625		RADIO INSTALLATION AND TRANSMISSION 14-00-000-72800 14-00-000-74150	210.00 799.00
					<b>Total :</b>	<b>1,009.00</b>

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192734	6/25/2021	004346 FRAME TECH, INC.	37139		WHEEL ALIGN 01-17-205-72540	75.00
					<b>Total :</b>	<b>75.00</b>
192735	6/25/2021	020133 FRANK, RHONDA	061621		SENIOR DISCOUNT REIMBURSEME 06-00-000-79005	23.50
					<b>Total :</b>	<b>23.50</b>
192736	6/25/2021	004298 FUN FUN FUN DJ'S	061521		CRUISE NIGHT DJ SERVICE FOR JI 01-35-000-72923	175.00
					<b>Total :</b>	<b>175.00</b>
192737	6/25/2021	019349 GARVEY'S OFFICE PRODUCTS	PINV2093986		MARKERS 01-19-000-73110	17.64
					<b>Total :</b>	<b>17.64</b>
192738	6/25/2021	004386 GLOCK PROFESSIONAL, INC.	TRP/100144410		ADVANCED ARMORER'S COURSE (C 01-17-220-72140	400.00
			TRP/100146476		ARMORER'S COURSE 5/25/21 V.ML 01-17-220-72140	250.00
					<b>Total :</b>	<b>650.00</b>
192739	6/25/2021	015397 GOVTEMPSUSA LLC	3747330		P.WALLRICH & M.ROBBINS, WEEKS 01-12-000-72790	1,575.00
					01-33-310-72790	2,595.92
					<b>Total :</b>	<b>4,170.92</b>
192740	6/25/2021	004379 GRAF MEMORIALS, INC	3686		MEMORIAL STONE REPLACEMENT 60-00-000-72974	345.74
				VTP-018401	63-00-000-72974	65.86
				VTP-018401	64-00-000-72974	176.40
					<b>Total :</b>	<b>588.00</b>
192741	6/25/2021	004438 GRAINGER	9935487448		CLOCK AND BELL GUARD STEEL W 01-26-025-72520	42.15
					<b>Total :</b>	<b>42.15</b>
192742	6/25/2021	019792 HANSON AGGREGATES MIDWEST INC	40516491		BED/BACKFILL GRADE 8	

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192742	6/25/2021	019792 HANSON AGGREGATES MIDWEST INC	(Continued)		60-00-000-73680	342.12
					63-00-000-73680	38.01
					64-00-000-73680	162.92
					01-26-023-73680	271.52
					70-00-000-73680	90.51
					<b>Total :</b>	<b>905.08</b>
192743	6/25/2021	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-AP070121		A/C#271855-HEALTH INS EXPENSE	
					01-16-000-72435	832.51
					01-21-210-72435	316.61
					01-26-025-72435	202.87
					60-00-000-72435	119.30
					63-00-000-72435	22.72
					64-00-000-72435	60.85
					01-26-025-72435	832.51
					01-26-023-72435	2,607.24
					01-26-024-72435	1,371.20
					01-26-023-72430	-365.17
					60-00-000-72430	-0.58
			HCSVCS-PPAP070121		A/C#271855-HEALTH INS EXP-JUNE	
					01-17-205-72435	24,531.68
					<b>Total :</b>	<b>30,531.74</b>
192744	6/25/2021	017373 HEARTLINE FITNESS SYSTEMS	132692	VTP-018427	9-6150-8RDE-LCD ~	
					30-00-000-74032	4,375.42
					<b>Total :</b>	<b>4,375.42</b>
192745	6/25/2021	001487 HOMEWOOD DISPOSAL SERVICE	7436808		HWD TSF SWEEPINGS	
					01-26-023-72890	2,345.50
					<b>Total :</b>	<b>2,345.50</b>
192746	6/25/2021	015497 ILLINOIS SECRETARY OF STATE	062221		2019 FORD EXPLORER VIN#1FM5K	
					01-17-205-72860	151.00
					<b>Total :</b>	<b>151.00</b>
192747	6/25/2021	020129 INFO-TECH RESEARCH GROUP INC	211266		IT RESEARCH AND ADVISORY SER	

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192747	6/25/2021	020129 INFO-TECH RESEARCH GROUP INC	(Continued)	VTP-018516	01-16-000-72756	12,443.32
					<b>Total :</b>	<b>12,443.32</b>
192748	6/25/2021	005186 INTERSTATE BATTERY SYSTEM	301289		POST 6 BATTERY 64-00-000-72525	69.90
					<b>Total :</b>	<b>69.90</b>
192749	6/25/2021	020131 JJ URBANA HOTEL GROUP LLC	57966974		KROTSE, BRIAN 5/17/21 ILEAS 01-17-220-72140	84.75
					<b>Total :</b>	<b>84.75</b>
192750	6/25/2021	020132 KALATHIL, ABRAHAM	062221		REIMB FOR PERMIT PAID TO REPL 01-14-000-79015	50.00
					<b>Total :</b>	<b>50.00</b>
192751	6/25/2021	020139 KASA, MICHAEL & MARY	Ref001406951		UB Refund Cst #00458526 60-00-000-20599	246.03
					<b>Total :</b>	<b>246.03</b>
192752	6/25/2021	005222 LEE JENSEN SALES CO., INC.	0011027-00		SPEAKER REPAIR 60-00-000-74017 63-00-000-74017 64-00-000-74017	40.40 40.40 34.64
					<b>Total :</b>	<b>115.44</b>
192753	6/25/2021	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20210531		MAY 2021 MIN COMMITMENT 01-17-225-72852	150.00
					<b>Total :</b>	<b>150.00</b>
192754	6/25/2021	014846 LORENCE, BRUCE	070121		JUL'21 OPA TRAIN STATION MAINT 01-26-025-72530	30.00
					<b>Total :</b>	<b>30.00</b>
192755	6/25/2021	003440 M. COOPER WINSUPPLY CO.	04726501	VTP-018487	SLOAN FAUCETS FOR VILLAGE HA 01-26-025-72520	407.15
			04727301		SILL FAUCET 01-26-025-72520	225.69

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192755	6/25/2021	003440 003440 M. COOPER WINSUPPLY CO.	(Continued)		<b>Total :</b>	<b>632.84</b>
192756	6/25/2021	019379 MACQUEEN EMERGENCY GROUP	W01003		VELOCITY AERIAL REAIR FOR COC 01-19-000-72540	627.75
					<b>Total :</b>	<b>627.75</b>
192757	6/25/2021	013969 MAP AUTOMOTIVE OF CHICAGO	40-618606		BATTERY 01-17-205-72540	345.24
			40-618752		FILTER ,REAR ROTOR 01-17-205-72540	246.53
					<b>Total :</b>	<b>591.77</b>
192758	6/25/2021	012631 MASTER AUTO SUPPLY, LTD.	15030-104167		STABILIZER BAR LINK 01-17-205-72540	70.38
			15030-104288		RADIATOR FAN AND ULTRASTAT 19 01-17-205-72540	225.97
			15030-104430		O2 SENSOR 01-17-205-72540	47.58
			15030-104438		PAINTED ROTOR AND BRAKE PAD\$ 01-17-205-72540	138.95
			15030-104483		BRAKE PADS AND PAINTED ROTOF 01-17-205-72540	154.92
			15030-104488		AIR FILTERS 01-26-023-72530	246.39
			15030-104677		HANGER 60-00-000-72540	2.13
					63-00-000-72540	0.71
					64-00-000-72540	1.22
					<b>Total :</b>	<b>888.25</b>
192759	6/25/2021	005673 MC CANN INDUSTRIES, INC.	P15201		STAKES 01-26-023-73770	135.26
					<b>Total :</b>	<b>135.26</b>
192760	6/25/2021	006074 MENARDS	6244		SPRING WATER 01-21-000-72220	10.24
			6484		DAP SILICONE CAULK CLR	

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192760	6/25/2021	006074 MENARDS	(Continued)			
					01-26-025-72520	11.97
			6485		LAMPHOLDER/FLUOR PROFILE SC	
					01-26-025-73570	7.94
			6549		MAG I-BEAM LVL	
					01-26-023-73410	18.99
			6598		FEMALE ADAPTER, FEM ADAPTER,	
					60-00-000-73630	59.85
					63-00-000-73630	6.65
					64-00-000-73630	28.53
			6606		NIPPLES, THREADLOCKER, BLADE	
					60-00-000-73630	159.10
					63-00-000-73630	17.68
					64-00-000-73630	75.76
			6659		DAWN ULTRA, MAP//PRO GAS	
					60-00-000-73410	5.03
					63-00-000-73410	0.56
					64-00-000-73410	2.39
					01-26-024-73410	3.98
					01-26-025-73410	7.98
					01-26-025-73580	39.52
			6691		SHELF BIN	
					60-00-000-73110	11.30
					63-00-000-73110	1.26
					64-00-000-73110	5.38
			6698		CAR CHARGER	
					60-00-000-73110	4.40
					63-00-000-73110	0.49
					64-00-000-73110	2.10
			6706		PAIL, GORILLA SPRAY, E-STAR DEI	
					01-26-025-72520	159.99
					60-00-000-73840	5.54
					63-00-000-73840	1.85
					64-00-000-73840	3.16
					01-26-023-73840	10.54
					01-26-024-73840	5.27
			6720		TOP RAIL, END POST KIT, TIE WIRE	

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192760	6/25/2021	006074 MENARDS	(Continued)			
			6859		01-26-023-73410 WALL PACK LED	70.15
					60-00-000-72520	35.00
					63-00-000-72520	35.00
					64-00-000-72520	29.99
					<b>Total :</b>	<b>837.59</b>
192761	6/25/2021	012517 MERIDIAN IT INC	494186		ANYCONNECT AND OTP CHANGES	
			495313		01-16-000-72650	185.00
					LEADS FIREWALL CHANGES	
					01-16-000-72650	200.00
					<b>Total :</b>	<b>385.00</b>
192762	6/25/2021	005856 MONROE TRUCK EQUIPMENT,INC.	333703		CABLE	
					60-00-000-72540	23.72
					63-00-000-72540	7.91
					64-00-000-72540	13.56
					<b>Total :</b>	<b>45.19</b>
192763	6/25/2021	005729 MR. RADIATOR & AIR COND SERV	044732		1 EVAC AND RECHARGE A/C	
					01-33-300-72540	124.95
					<b>Total :</b>	<b>124.95</b>
192764	6/25/2021	017651 MSC INDUSTRIAL SUPPLY CO.	4699675001		BRAKE CLNR,DRILL BIT,DRILL,EX,H	
					01-26-023-72540	145.55
					01-26-024-72540	72.77
					60-00-000-72540	76.41
					63-00-000-72540	25.47
					64-00-000-72540	43.67
			4699702001		FLAT WASHER,CAP SCREW,HEX N	
					60-00-000-73840	85.28
					63-00-000-73840	28.43
					64-00-000-73840	48.73
					<b>Total :</b>	<b>526.31</b>
192765	6/25/2021	015723 NICOR	81423710003		ACCT#81423710003 METER 283161	



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192765	6/25/2021	015723 NICOR	(Continued)			
			90223493009		01-26-025-72511	41.26
					ACCT#90223493009 METER 508073	
					01-26-025-72511	111.67
					<b>Total :</b>	<b>152.93</b>
192766	6/25/2021	006221 NORTHERN SAFETY CO. INC.	904442781		CROC BLOCK TUBE AND BOTTLE	
					01-26-024-73845	69.41
					01-26-023-73845	138.82
					60-00-000-73845	87.46
					63-00-000-73845	9.72
					64-00-000-73845	41.65
					<b>Total :</b>	<b>347.06</b>
192767	6/25/2021	018100 OROZCO, JOSEPH	062121		PERF FARMERS MARKET 7/3/21	
					01-35-000-72923	75.00
					<b>Total :</b>	<b>75.00</b>
192768	6/25/2021	013096 PACE SYSTEMS INC	IN00036860		HPE MSA 6TB 7200RPM 3.5 IN DP S	
					01-16-000-72565	495.00
					<b>Total :</b>	<b>495.00</b>
192769	6/25/2021	015448 PANDUIT CORPORATION	062321		TIF REIMBURSEMENT 2019-R-063	
					16-00-000-75001	200,000.00
					<b>Total :</b>	<b>200,000.00</b>
192770	6/25/2021	006475 PARK ACE HARDWARE	037615/2		ACCT#891432 INV#037615/2 MAILI	
			065890/1		01-26-023-73840	51.99
			065897/1		ACCT#9404 INV#065890/1 PLUNGE	
					01-19-000-73580	7.59
			065909/1		ACCT#891432 INV#065897/1 HTH :	
					01-26-023-73550	22.36
			065926/1		ACCT#9404 INV#065909/1 TAPE FR	
					01-19-000-73410	5.98
			065931/1		ACCT #891432 INV065926/1 KEY	
					01-26-025-73840	4.78
					ACCT#891432 INV#065931/1 FAST /	

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192770	6/25/2021	006475 PARK ACE HARDWARE	(Continued)		64-00-000-72525	3.99
					<b>Total :</b>	<b>96.69</b>
192771	6/25/2021	006780 POMP'S TIRE SERVICE, INC	410873142	VTP-018512	(12) 245/55VR 18 GOODYEAR EAGL	
			690097602		01-17-205-73560	1,693.88
					TOWER 48 TIRE SERVICE	
					01-19-000-72570	278.25
					<b>Total :</b>	<b>1,972.13</b>
192772	6/25/2021	006361 RAY O' HERRON CO INC	2121771-IN		SHIRTS, STREETGEAR, JACKET, D	
			2122108-IN		01-17-220-73610	492.65
			2122110-IN		RAZOR II G2	
					01-17-220-74618	766.06
			2123027-IN		RAZOR II G2	
					01-17-220-74618	766.06
			2123028-IN		JACKET, DRESS CAP, HAT BAND, F	
					01-17-220-73610	331.00
					STREETGEAR, HAT BAND, RIOT HE	
					01-17-220-73610	54.50
					<b>Total :</b>	<b>2,410.27</b>
192773	6/25/2021	006941 REID & PEDERSON DRAINAGE	061621		PERMIT VOID FOR #BL-2020-12-019	
					01-14-000-79015	150.00
					<b>Total :</b>	<b>150.00</b>
192774	6/25/2021	019092 RORY GROUP, LLC	3626		BUSINESS CONSULTING FEE JUNE	
					01-11-000-72790	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
192775	6/25/2021	020130 ROWAN, KEVIN	062121		JULY 10'21 FARMERS MARKET PER	
					01-35-000-72923	75.00
					<b>Total :</b>	<b>75.00</b>
192776	6/25/2021	016334 RUSH TRUCK CENTERS	3023854562		TUBE ASSY,RING O ,ELBOW	
					01-26-023-72540	199.34
					<b>Total :</b>	<b>199.34</b>

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192777	6/25/2021	007629 SAM'S CLUB DIRECT	061121		HUMIDIFIER RETURN	
					01-26-024-73870	-35.96
					01-26-023-73870	-71.92
					60-00-000-73870	-25.17
					63-00-000-73870	-25.17
					64-00-000-73870	-21.58
			061521		WATER,CUTLERY,VENDING MACHI	
					01-14-000-73115	78.36
					60-00-000-73115	16.72
					64-00-000-73115	7.16
					01-26-023-73115	23.88
					01-26-024-73115	11.94
					01-14-000-73115	2.72
			061521.		BABY RUTH VENDING	
					01-14-000-73115	15.46
			061721		BENCHES ON THE AVE RECEPTION	
					01-35-000-72923	71.90
			062121		COPY PAPER AND SODA FOR VENI	
					01-14-000-73115	11.32
					01-14-000-73110	148.15
					01-21-210-73110	118.52
			062221		COFFEE, TISSUE, VENDING MACHIN	
					01-14-000-73110	13.98
					01-26-025-73580	215.88
					01-14-000-73115	9.38
					01-26-024-73115	15.67
					01-26-023-73115	31.34
					60-00-000-73115	10.97
					63-00-000-73115	10.97
					64-00-000-73115	9.39
					<b>Total :</b>	<b>643.91</b>
192778	6/25/2021	007092 SAUNORIS	662707		SOD AND PALLET	
					60-00-000-73680	204.75
					63-00-000-73680	22.75
					64-00-000-73680	97.50
			662709		PALLET REFUND	

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192778	6/25/2021	007092 SAUNORIS	(Continued)		60-00-000-73680	-47.88
					63-00-000-73680	-5.32
					64-00-000-73680	-22.80
			663356		SOD AND PALLET	
					01-26-023-73680	340.00
			663357		PALLET REFUND	
					01-26-023-73680	-57.00
			663742		SOD AND PALLET	
					60-00-000-73680	236.88
					63-00-000-73680	26.32
					64-00-000-73680	112.80
			663747		PALLET REFUND	
					60-00-000-73680	-23.94
					63-00-000-73680	-2.66
					64-00-000-73680	-11.40
			664500		SOD AND PALLET	
					60-00-000-73680	267.12
					63-00-000-73680	29.68
					64-00-000-73680	127.20
					<b>Total :</b>	<b>1,294.00</b>
192779	6/25/2021	018104 SBA STEEL,LLC	IN14058555		TOWER SITE RENT #IL46494-A-03	
					60-00-000-72631	191.44
					63-00-000-72631	191.44
					64-00-000-72631	191.44
					01-17-205-72631	382.89
					01-19-000-72631	319.08
					<b>Total :</b>	<b>1,276.29</b>
192780	6/25/2021	007105 SIDWELL CO., THE	SIDXT0000975		DIGITAL LEASE BOOKS VOLUME 7	
					01-26-023-73870	338.00
					01-26-024-73870	169.00
					60-00-000-73870	118.30
					63-00-000-73870	118.30
					64-00-000-73870	101.40

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192780	6/25/2021	007105 007105 SIDWELL CO., THE	(Continued)		<b>Total :</b>	<b>845.00</b>
192781	6/25/2021	013043 SITE DESIGN GROUP, LTD.	7954PH2-08	VTP-017776	PHASE II LEGACY POND LANDSCA	
			8951-02		16-00-000-75315	1,000.00
					TP MWRD MID CREEK STREAMBAN	
					01-26-023-72847	300.00
					<b>Total :</b>	<b>1,300.00</b>
192782	6/25/2021	020140 SOBOTA, THERESA & LAURA	Ref001406952		UB Refund Cst #00501377	
					60-00-000-20599	149.01
					<b>Total :</b>	<b>149.01</b>
192783	6/25/2021	013190 SOLARWINDS	IN525083	VTP-018476	SOLARWINDS PM AND ARM MAINT	
					01-16-000-72655	3,839.66
					<b>Total :</b>	<b>3,839.66</b>
192784	6/25/2021	012238 STAPLES BUSINESS ADVANTAGE	3479059223		BANKERS BOXES	
			3479059224		01-15-000-73110	64.99
			3479059226		THERMAL PAPER	
					01-15-000-73110	164.36
					CORRECTION TAPE,SHEET PROTE	
					01-17-205-73110	87.14
					<b>Total :</b>	<b>316.49</b>
192785	6/25/2021	015452 STEINER ELECTRIC COMPANY	S006910209.001		LIGHTS FOR POST 5 AND SOCKET	
					01-26-024-73410	4.40
					01-26-025-72520	221.58
			S006911092.001		LOCK TIE	
					01-26-023-73410	92.39
					<b>Total :</b>	<b>318.37</b>
192786	6/25/2021	007389 STORAGE SERVICES, INC.	062101		PENCO VANGUARD LOCKER HANC	
					01-26-025-74110	129.98
					<b>Total :</b>	<b>129.98</b>
192787	6/25/2021	014793 STS TOWING	8341		SQUAD 10B TOW	
					01-17-220-72753	50.00

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192787	6/25/2021	014793 014793 STS TOWING	(Continued)		<b>Total :</b>	<b>50.00</b>
192788	6/25/2021	010139 SULLIVAN, KEITH	062121		REIMB FOR TRAINING - RED DOT F 01-17-220-72140	450.00
					<b>Total :</b>	<b>450.00</b>
192789	6/25/2021	018878 SUPERION LLC	313261		CRYWOLF ALARM MAINT 6/1/21-5/3 01-17-215-72655	5,261.14
					<b>Total :</b>	<b>5,261.14</b>
192790	6/25/2021	018291 SUPERIOR PUMPING SERV,LLC	2549	VTP-018451	PUMP REPAIR AT LIFTSTATION 64-00-000-72525	4,349.00
					<b>Total :</b>	<b>4,349.00</b>
192791	6/25/2021	007297 SUTTON FORD INC./FLEET SALES	530294		MOTOR ASY 01-17-205-72540	23.74
			530591		GLASS ASY REAR 01-17-205-72540	60.29
					<b>Total :</b>	<b>84.03</b>
192792	6/25/2021	000645 TED'S GREENHOUSE INC	521237		PICKUP FOUNTAIN DISPLAY 01-26-023-72881	50.00
					<b>Total :</b>	<b>50.00</b>
192793	6/25/2021	018724 THE LOCKER SHOP	86134		CARGO PANT 01-19-000-73610	56.00
			86595		POLO 01-19-000-73610	114.00
			87108		TSHIRT 01-19-020-73610	42.00
			87539		TSHIRT 01-19-020-73610	28.00
					<b>Total :</b>	<b>240.00</b>
192794	6/25/2021	019712 TM TIRE CO INC	132967		SERVICE CALL FOR FLAT REPAIR L 01-26-023-73560	280.00
					<b>Total :</b>	<b>280.00</b>

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192795	6/25/2021	008040 UNDERGROUND PIPE & VALVE CO	049320		PLUMBING SUPPLIES	
				VTP-018494	60-00-000-73630	126.00
				VTP-018494	63-00-000-73630	14.00
				VTP-018494	64-00-000-73630	60.00
				VTP-018494	60-00-000-73630	75.60
				VTP-018494	63-00-000-73630	8.40
				VTP-018494	64-00-000-73630	36.00
				VTP-018494	60-00-000-73630	68.04
				VTP-018494	63-00-000-73630	7.56
				VTP-018494	64-00-000-73630	32.40
				VTP-018494	60-00-000-73630	50.40
				VTP-018494	63-00-000-73630	5.60
				VTP-018494	64-00-000-73630	24.00
				VTP-018494	60-00-000-73630	215.46
				VTP-018494	64-00-000-73630	102.60
				VTP-018494	63-00-000-73630	23.94
			049425		MJ CAPS AND PLUGS	
					60-00-000-73630	204.75
					63-00-000-73630	22.75
					64-00-000-73630	97.50
					<b>Total :</b>	<b>1,175.00</b>
192796	6/25/2021	007987 UNITED METHODIST CHURCH	070121		JULY'21 PARKING RENTAL	
					70-00-000-72621	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
192797	6/25/2021	008057 USA BLUE BOOK	631488		HACH DPD	
					60-00-000-73550	142.60
					63-00-000-73550	142.60
					64-00-000-73550	122.22
					<b>Total :</b>	<b>407.42</b>
192798	6/25/2021	008085 VERMEER MIDWEST/VERMEER IL	PG4662		CUTTER TOOTH	
					01-26-023-72530	664.80
					<b>Total :</b>	<b>664.80</b>
192799	6/25/2021	020086 VIRIDESCENT SOLUTIONS LLC	J1089		APPLICATION OF ENECON DURQU	

**vchlist**  
**06/24/2021 4:32:42PM**

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

**Page: 24**

**Bank code :** apbank

<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>
192799	6/25/2021	020086 VIRIDESCENT SOLUTIONS LLC	(Continued)	VTP-018407	01-26-025-72520	1,600.00
					<b>Total :</b>	<b>1,600.00</b>
192800	6/25/2021	008095 VISSERS COLLISION CENTER	160001221	VTP-018511	DAMAGE TO ROOF AND REAR TAIL 01-17-205-72540	938.20
					<b>Total :</b>	<b>938.20</b>
192801	6/25/2021	010165 WAREHOUSE DIRECT WORKPL SOLTNS 4982657-0			RACK,PAPER,LEAD 01-26-024-73110 01-26-023-73110 01-14-000-73110 60-00-000-73110 63-00-000-73110 64-00-000-73110	6.33 12.66 49.90 7.98 0.89 3.80
					<b>Total :</b>	<b>81.56</b>
192802	6/25/2021	020137 WROBEL, VALERIE	Ref001406949		UB Refund Cst #00451886 60-00-000-20599	351.25
					<b>Total :</b>	<b>351.25</b>
192803	6/25/2021	020138 ZIELINSKI, CHRIS	Ref001406950		UB Refund Cst #00455505 60-00-000-20599	5.72
					<b>Total :</b>	<b>5.72</b>
<b>100 Vouchers for bank code :</b> apbank						<b>Bank total : 377,020.37</b>
<b>104 Vouchers in this report</b>						<b>Total vouchers : 413,230.48</b>



Bank code :    apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
<div>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.</div> <div>In witness thereof, the Village President and Clerk of the Village of Tinley Park, hereunto set their hands.</div> <div><div></div><div>Village President</div></div> <div><div></div><div>Village Clerk</div></div> <div><div></div><div>Date</div></div>						

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-050**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT WITH SP HVH TINLEY PARK, LLC.  
FOR PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE  
(TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)**

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**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**

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

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

**RESOLUTION NO. 2021-R-050**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT WITH SP HVH TINLEY PARK, LLC.  
FOR PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE  
(TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of such Annexation Agreement (the "Annexation Agreement") being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

**WHEREAS**, the statutory procedures provided in 65 ILCS 5/11-15.1-1 of the Illinois Municipal Code with regard to the making of annexation agreements have been fully complied with by the parties of this Annexation Agreement; and

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

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

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

**ADOPTED** this 29<sup>th</sup> day of June, 2021, by the Corporate Authorities of the Village of

PASSED THIS 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> 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 Resolution No. 2021-O-050, “A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH SP HVH TINLEY PARK,LLC FOR PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE (TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES) which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

1 6.29.21

2  
3 ANNEXATION AGREEMENT  
4 TINLEY PARK BUSINESS CENTER SUBDIVISION  
5 (NORTHEAST CORNER VOLLMER ROAD & HARLEM AVENUE)  
6

7 **THIS ANNEXATION AGREEMENT** (the “*Agreement*”) is entered into this  
8 \_\_\_\_ day of \_\_\_\_\_, 2021, by and among the **VILLAGE OF TINLEY**  
9 **PARK**, Cook County, Illinois, an Illinois home rule municipal corporation (the “*Village*”);  
10 and SP HVH Tinley Park, LLC, an Delaware limited liability company (“*SP HVH Tinley*  
11 *Park*”), the developer of approximately 110.94 acres of unsubdivided real estate located  
12 generally at the northeast corner of Harlem Avenue and Vollmer Road, in the Village of  
13 Tinley Park, Cook County, Illinois. SP HVH Tinley Park intends to develop the property  
14 (hereafter defined) as more specifically set forth in this Agreement. SP HVH Tinley Park  
15 shall hereafter be referred to as “Developer”. The Village and Developer may sometimes  
16 be referred to individually as a “Party” and collectively as the “Parties”.

17 **W I T N E S S E T H:**  
18

19 **WHEREAS**, Developer intends to develop approximately 110.94 acres of property  
20 (the “Property”) located in the Village of Tinley Park, Cook County, Illinois, and more  
21 particularly described on **Exhibit A** attached hereto and incorporated herein; and

22 **WHEREAS**, the Property was annexed to the Village on June 29, 2021 pursuant  
23 to the Plat of Annexation attached hereto and made part hereof as **Exhibit B**, and pursuant  
24 to Ordinance No 21-O-035 attached hereto and made part here of as **Exhibit C**, which  
25 ordinance also zoned the Property ORI (Office, Research and Limited Industrial); and

26 **WHEREAS**, a public hearing was held on June 3, 2021, before the Plan  
27 Commission of the Village of Tinley Park to consider approval of the Concept Planned  
28 Development proposing the development of the first phase of a multi-building light-  
29 industrial facility and associated infrastructure for the Property, at which meeting the Plan  
30 Commission, by a 5-0 vote, recommended approval of the Developer’s proposed plans;  
31 and

32 **WHEREAS**, a public hearing on this Agreement was held by the Corporate  
33 Authorities of the Village of Tinley Park on June 29, 2021; and

**WHEREAS**, to facilitate the development of the Property according to the Concept Planned Development, the Village, Developer desire to enter into this Agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code in order to regulate the annexation, zoning and development of the Property upon the terms and conditions contained in this Agreement; and

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

**WHEREAS**, the Property is not located within any Library District or Fire Protection District. The annexation of the subject property will extend boundaries to the far side of adjacent right-of-ways which are owned and maintained by the Village of Tinley Park. The annexation does not include any highways under jurisdiction of a Township Highway Commissioner.

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

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

# ARTICLE ONE

## INTRODUCTION

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

B. Mutual Assistance. The Parties hereto agree to do all things necessary and appropriate to carry out the terms and conditions of this Agreement and to aid and assist each other in furthering the intent of the Parties as reflected by the terms of

66 this agreement, including without limitation, the holding of public hearings,  
67 enactment by the Village of such resolutions and ordinances as are required herein,  
68 the execution of permits, applications and agreements and the taking of such other  
69 actions as may be necessary to enable the Parties to comply with the terms and  
70 provisions of this Agreement.

71  
72 **ARTICLE TWO**  
73 **ANNEXATION AND ZONING**  
74

- 75 A. Existing and Proposed Zoning. The Property is zoned R-4  
76 Single Family Residence District in Cook County. Upon annexation, the Property  
77 shall be zoned ORI Office, Research and Limited Industrial.
- 78 B. Concept Planned Development. Concurrent with the Village's adoption of a  
79 resolution authorizing the execution of this Agreement, the Village shall approve  
80 an ordinance to approve a special use for a preliminary/final planned unit  
81 development and a preliminary/final plat of subdivision for the Property (the  
82 "Zoning Ordinance"). The Zoning Ordinance, as depicted in **Exhibit E**; shall  
83 provide all required approvals for the development of overall site infrastructure,  
84 detention, grading, stormwater, floodplain management and utilities to serve  
85 ultimate development of the Property and shall specifically include the approval of  
86 lot-specific landscape plans, final engineering plans and building elevations for Lot  
87 1 as depicted on the Preliminary Engineering Plans depicted in **Exhibit D**. Prior to  
88 issuance of a building permit for Lot 2 & 3, as depicted on **Exhibit H (Final Plat)**,  
89 Developer shall obtain approval of lot-specific landscape plans, final engineering  
90 plans and building elevations for Lot 2 & 3, which plans will be approved in  
91 substantial conformance with the approved Concept Planned Development. The  
92 Concept Planned Development's future phases beyond Phase 1 are speculative in  
93 nature and may be subject to changes depending on future tenant needs. All phases  
94 are subject to the rules and regulations outlined in Section VII (Planned Unit  
95 Developments) of the Zoning Ordinance. Developer has presented the Village with  
96 plans to build multiple buildings in future phases, with the finalization of the layout  
97 of roads and other items depending on the end build, all subject to Village's site



plan review. The Zoning Ordinance shall specifically provide that it becomes effective upon acquisition of the Property by SP HVH Tinley Park.

C. Developer has paid all PUD, plat, annexation and rezoning fees as required by Village Ordinance. Engineering fees and surety shall be provided as otherwise set forth in this Agreement. At such time as Developer proposes development of Lot 2 & 3, Developer shall pay such fees as may be required by ordinance associated with the review and approval of development plans for Lot 2 & 3. The Village has agreed to waive certain fees as outlined in Article 8.

### **ARTICLE THREE**

#### **BUILDING CODE-PERMITS**

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

Further Required Approvals for Real Estate Tax Incentives. The Village will use its best efforts to facilitate a Class 8 or a 6b property tax designation by considering for approval a certified resolution supporting and consenting to the Developer's application for a Class 8 or a 6b designation pursuant to the Cook County Real Property Assessment Classification Ordinance for the Property.

**ARTICLE FOUR****SUBDIVISION CODE RELATED ORDINANCE**

Developer agrees to construct all building and related improvements on the Property shall be constructed in accordance with the Subdivision and Development Regulations Ordinance NO. 2007-O-041 of the Village of Tinley Park, except as otherwise set forth herein or in the Zoning Ordinance. Developer agrees to pay all Village fees pursuant to the Subdivision Code and any other Ordinances of the Village, except as otherwise set forth herein. Issuance of an occupancy permit for a subdivided lot on the Property, either temporary or final, shall serve as evidence that all fees required under this Agreement have been paid and any subsequent owner of a subdivided lot for which an occupancy permit has been issued shall take ownership free and clear of said fee payment obligations with respect to said subdivided lots.

A. Water System & Sewerage System. Developer shall have the right to connect to and use the Village's systems and mains upon payment of the water and sewer system tap-on/connection fees specified herein or as amended by Village Ordinance, provided the fee is uniformly applied throughout the Village.

B. Developer shall not file any cause of action or contribute to filing a cause of action objecting to the fees required by the Subdivision Code and/or any other ordinances required by the Village, including but not limited to connection fees and building permit fees, so long as they are deemed not to violate public policy and are being charged on a uniform basis for similar uses of property at the time the fees become due and owing. Issuance of an occupancy permit for a subdivided lot of the Property, either temporary or final, shall serve as evidence that all fees required under this Agreement have been paid and any subsequent owner of a subdivided lot for which an occupancy permit has been issued shall take ownership free and clear of said fee payment obligations with respect to said subdivided lot.

**ARTICLE FIVE**

**REQUIRED IMPROVEMENTS**

- A. Subdivision Improvements. Developer shall be responsible for constructing all roadway improvements within the Property in accordance with the approved final engineering plans for the Property for the respective phase, which improvements include but are not limited to roads, sidewalks, street lights, curbs, and gutters within the property limits in accordance with the Village's Subdivision Code and Zoning Ordinance, except as provided for herein (the "Subdivision Improvements").
- B. Harlem Avenue Improvements. Developer agrees to construct an eight (8) foot wide multi-use path on the east side of Harlem Avenue as depicted on the approved final engineering plans (the "Harlem Avenue Improvements"). The multi-use path shall extend up to the existing floodplain which runs along the north property line, at which point it can be picked up and extended across the Flossmoor Ditch, which is located just north of the north property line. After the completion of construction of the multi-use path, inspection, approval and acceptance thereof by the Village, the Developer shall dedicate the multi-use path to the Village, per the plat rather than separate instrument, and the Village will accept complete ownership of said path. Upon acceptance, the Village shall be responsible for all future maintenance of the multi-use path.
- C. Vollmer Road Improvements. If Village finds it feasible Developer shall extend a 5' wide sidewalk along the north right of way line of Vollmer Road from the Harlem Avenue right of way to the east property line of this Development. After the completion of construction of the sidewalk, inspection, approval and acceptance thereof by the Village, the Developer shall dedicate it to the Village per the plat rather than separate instrument, and the Village will accept complete ownership of the sidewalk. Upon acceptance, the Village shall be responsible for all future maintenance of said sidewalk.

- 190 D. Utility Improvements. Developer shall extend the Village's water main from the  
191 existing location on the north end of the Property's boundary south to the  
192 intersection of Vollmer Road and Harlem Avenue and extend easterly to connect  
193 to the Odyssey Subdivision, all as depicted on the approved final engineering plans.  
194 Developer shall extend the Village's existing sanitary sewer through the Property  
195 as necessary to adequately serve each of the proposed buildings within this  
196 Development, and as depicted on the approved final engineering plans (collectively  
197 the "Utility Improvements"). Such watermain extension will be completed during  
198 Phase 1 (**Exhibit F**) of the project and completed prior to issuance of a building  
199 permit for Building 1. Nothing contained in this Annexation Agreement shall  
200 require the Developer to bear the cost of the oversizing of any improvement set  
201 forth herein for the purpose of serving property other than the Subject Property, or  
202 their construction at depths greater than those required to serve the Subject  
203 Property.
- 204 E. Public Improvements. The Subdivision Improvements, the Harlem Avenue  
205 Improvements, the Vollmer Road Improvements and the Utility Improvements  
206 (hereinafter collectively the "Public Improvements") are a condition of the  
207 Village's approval of the development of the Property as set forth herein, but are  
208 not currently within the jurisdiction of the Village nor subject to the requirements  
209 for Public Improvements, except as specifically set forth in the Agreement.
- 210 F. Public Safety Communication Tower/Site. Developer agrees to convey a Lot 4 as  
211 depicted on the Final Plat of Subdivision depicted in **Exhibit G**, for the construction  
212 of a new Village communications tower. Lot 4 shall have an ingress/egress and  
213 utility easement, as well as a driveway, brought to Lot 4 from public right of way,  
214 with the location of such easements dependent on eventual build out plans. In the  
215 event Phase 2 of the project does not commence before the Village commences  
216 construction of the communications tower on Lot 4, the Developer will be required  
217 to provide a gravel stone access driveway to the tower lot extending from the new  
218 driveway at Benton and Harlem to the communication tower. The tower shall be  
219 constructed by the Village and all costs relating to its construction and maintenance  
220 shall be the sole responsibility of the Village. Further, any construction of the tower

shall not interfere with the construction and eventual use of the Property. Further, in the event Phase 2 is thereafter developed, such access driveway may be relocated (at Developer's cost and expense) in manner that provides open and continuous access to Lot 4 from a public right of way.

G. Inspection, Conveyance and Ownership of On-Site and Off-Site Public Improvements.

i. Inspection. The Village Engineer shall review and approve the Proposed Watermain Improvement Plans, as well as inspect and oversee any and all construction of the proposed improvements. All testing shall be coordinated and scheduled so a Village representative is present. Utility testing and necessary repairs to meet Village Standards shall be completed for the Public Improvements within thirty (30) days of written notice from Developer that the Public Improvements have been completed (which notice shall set forth with specificity the Public Improvements that have been completed and the Public Improvements that remain to be completed). The Village Engineer shall indicate approval or disapproval of the Public Improvements by written notice to Developer (the "Inspection Notice") given within twenty (20) days following such inspection. If such Public Improvements are not approved, the reasons therefore shall be set forth in the Inspection Notice. Upon Developer's correction of the items set forth in the Inspection Notice, the Village Engineer, upon request shall reinspect the Public Improvements and either approve or disapprove said Public Improvements pursuant to an Inspection Notice. The Village Engineer shall either approve or disapprove said Public Improvements within twenty (20) days of receipt of the notice requesting re-inspection. The Village, at its expense, shall retain the services of such consultants and/or hire such employees as may be necessary to ensure that the Village is able to fulfill its obligations under this Section G. The foregoing, however, does not negate the obligation of Developer to pay all fees otherwise payable for inspection services under applicable Village ordinances.

ii. Conveyance of Public Improvements. All completed Public Improvements, following inspection and approval by the Village Engineer in accordance with

sub-section (i) above, and following the delivery of “as-built” drawings (including electronic files) to the Village Engineer, shall be conveyed by bill of sale to be accepted by the Village within sixty (60) days of receipt of written request for acceptance submitted to the Village by Developer. The Village’s acceptance of any conveyance of a Public Improvement shall not be unreasonably withheld or delayed.

iii. Maintenance and Repair. The Village, at the Village’s sole cost and expense, shall be responsible for maintenance, repair, restoration and reconstruction of all Public Improvements after the conveyance to the Village and the Village’s acceptance thereof, subject only to reimbursement of expenses for maintenance, repair or replacement costs during the term of Warranty Period as set forth in Section H, below.

H. Security. Prior to issuance of a development permit, the Developer, or a general contractor on behalf of Developer, shall post surety (performance bond, letter of credit or cash deposit) in the form reasonably acceptable to the Village in the amount of 110% of the engineer’s estimate of the cost of the Public Improvements. Said surety shall be maintained with the Village until such time as the Public Improvements, or any portion thereof, have been inspected and approved by the Village pursuant to the terms set forth in Section G(i) above. Upon approval of the Public Improvements, or any portion of the Public Improvements, the Developer shall be permitted to replace the outstanding surety or otherwise to reduce the value of the outstanding surety by reducing the value of the surety in an amount equal to the value of the approved Public Improvements. Prior to either replacement or reduction of the outstanding surety, the Developer shall deposit with the Village a separate surety (bond, letter of credit or cash deposit) in the amount of ten percent (10%) of the value of the approved Public Improvements to guarantee the maintenance, repair or replacement of said approved Public Improvements for a period of six (6) months following the approval of the Public Improvements pursuant to Section G(i) above (“Warranty Period”).

I. Required Easements and Dedications. Developer agrees to dedicate certain easements, as described in **Exhibit G**, into a final Plat of Easement.

283 **ARTICLE SIX**

284 **STORM WATER AND WETLANDS**

- 285
- 286 A. Stormwater Flood Plains and Wetlands/Management Facilities. Developer
- 287 shall provide at its sole cost and expense all necessary storm sewers, drainage swale
- 288 systems, detention systems and compensatory storage to service the Property in
- 289 compliance with all applicable ordinances and MWRD requirements in effect at the
- 290 time final engineering for the respective phase is approved for the Property. All
- 291 floodplain compensatory storage areas shall be installed within the initial phase of
- 292 development. Stormwater management facilities necessary to accommodate the
- 293 development of Building 1 shall be installed in Phase 1. Any stormwater basin(s)
- 294 required for future buildings shall be built when necessary for the future
- 295 development of Lot 2 & 3.
- 296 B. Stormwater Management. The Developer shall be solely responsible for
- 297 construction of the stormwater management facilities, including all storm sewer
- 298 and stormwater basins, in accordance with the approved final engineering plans and
- 299 the final landscape plans. The Developer of the Association shall maintain
- 300 ownership of the stormwater basins as shown on the Final Plat and shall have the
- 301 obligation to maintain the stormwater basins as depicted on the final engineering
- 302 plans and final landscape plans and shall be responsible for all related costs.
- 303 C. Stormwater Bond. Developer shall provide a bond in an amount reasonably
- 304 determined by the Village, but not more than the value of the plantings being
- 305 secured, to ensure that the required plantings for the Stormwater management
- 306 facility are established. The Village shall perform annual inspections of the
- 307 plantings beginning in the second growing season. If the Village reasonably
- 308 determines that the overall condition of the plantings is good, then the establishment
- 309 bond shall be: i) released if there are no deficiencies identified by the Village at the
- 310 conclusion of the third growing season; or ii) reduced to an amount sufficient to
- 311 cover any deficiencies identified by the Village. Developer shall agree to correct
- 312 any deficiencies noted during the inspections. The established bond will be released
- 313 after all deficiencies have been corrected. Prior to the Village releasing the bond;

the Developer shall submit a five-year maintenance plan that will be followed by the Association in maintaining the stormwater basin. In the event Association or its successors in interest fail to maintain the plantings, after notice from the Village and continued default by Developer or its successors, the Village may cause any deficiencies to be corrected and be reimbursed for its costs of correction.

- D. Wetlands. The Flossmoor Ditch and its tributaries are under the jurisdiction of the U.S. Army Corp of Engineers. Other isolated wetlands on the site are under the jurisdiction of MWRD.

## **ARTICLE SEVEN**

### **MASS GRADING**

- A. Mass Grading and General Land Development Activities. Upon submittal and approval of the Mass Grading Plan improvement and erosion control plans and at the sole discretion of the Village, Developer may, at its own risk, perform general land development activities on the Property prior to final subdivision approval of the Village, which activities may include grading and mass excavation (including demolition of structures, excavation, preliminary grading work, filling and soil stockpiling) which may commence prior to any approval of any plat or plan. The Village will issue conditional site development permits for site grading before a final plat of Final Development Plan for each respective phase that is approved provided, however, that an improvement bond, in an amount equal to the cost of construction and erosion approved by the Village Engineer is submitted, under the following conditions, which permits shall automatically be revoked if said conditions are not satisfied by Developer. Installation of silt fence, construction entrance and gravel base streets for emergency vehicles to have access to all construction sites shall be completed before the issuance of building permits. However, pavement shall be completed with a binder course over the proof rolled aggregate base and prior to the issuance of any occupancy permits. If performed before the issuance of permits for the construction of foundations, the general land development work shall be at Developers' own risk and Developer agrees to



indemnify and hold the Village harmless from any claims or demands of any type for damages arising therefrom.

(i) The Village shall review and approve the preliminary grading plan, including detention, erosion and sedimentation control measures, for each phase. Village agrees that it shall conduct such review with reasonable promptness and without undue delay. In the event the Village's review identifies areas to be corrected, Developer will do so and the Village will promptly review the corrections made by Developer.

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

(iii) Stockpiling, pulverization and sale of topsoil shall be permitted and shall be located in areas and maintained as designed in the engineering plans or as may be designated during the course of construction. All topsoil stockpiles shall be located so as not to interfere with the installation or ongoing function of utilities and drainage. A stockpile that is not being actively utilized, for development or other purposes, shall be stabilized with grass seed or in such similar manner as the Village may reasonably approve, to avoid creating a nuisance condition. The Village may require Developer to remove any remaining topsoil stockpiles from the Property five (5) years following the Village's acceptance of the Public Improvements.

(iv) Final engineering plans, which shall consist of a Final Engineering Plan and a Stormwater Management Report, shall be submitted to the Village for review before mass grading activities may commence. If Developer has made no changes from the preliminary plans initially submitted, then the preliminary plans will be deemed the Final plans and therefore will not require an alternate submittal. Village agrees that it shall conduct such review with reasonable promptness and without undue delay. Developer agrees to pay all associated engineering review fees. In the event the Village's review identifies areas to be corrected, Developer will undertake such corrections and the Village will promptly review the corrections made by Developer.

(v) Upon approval of final engineering plans and all necessary EPA, State and County permits, Developer may apply for a mass grading permit, approval of which the Village shall unreasonably withhold.

(vi) Mass grading shall not violate any conditions or requirements of any other applicable jurisdiction, including but not limited to the USACE, FEMA, IDNR, IDOT, CCDOTH, MWRD, or IEPA. The developer shall provide current status of all permitting at such time the mass grading is requested to commence as well as the limits of proposed work demonstrating adherence with permit requirements from outside agencies.

## **ARTICLE EIGHT**

### **BUILDING PERMITS AND OCCUPANCY CERTIFICATES**

A. Building Permits. The Village shall issue building permits upon substantial Completion of the installation of gravel base access to the Property for emergency vehicles to have access to each Lot for which Developer has applied for a building permit. Provided that the application and information submitted by Developer is complete and conforms to the terms of this Agreement and other applicable Village ordinances, codes or regulations, the Village agrees to issue all building permits for construction.

B. Building Permit Fees- Village agrees to waive up to one million dollars (\$1,000,000.00) in building permit and tap on fees for the Developer's cost of extending watermain along Vollmer Avenue to connect to the Odyssey Subdivision. As part of the aforementioned fee waiver, the Village will contribute up to fifty-seven thousand, one hundred thirty-six dollars (\$57,136.00) towards engineering services for oversight of the water main installation. Third party review fees will not be waived as part of this section.

C. Occupancy Certificates. Occupancy certificates shall be issued by the Village upon Developer constructing curb and gutter and bituminous binder course across the frontage of the lot for which a certificate of occupancy is required. Developer may request occupancy for an entire building or for a portion of a building in the event

the building will be divided for multiple occupancies and provided that reasonable life safety measures are in place with respect to the whole building. No bond shall be required to secure the improvement of the remainder of the building provided that the exterior lot improvements have been completed prior to the issuance of the occupancy permit. Upon request by Developer for an occupancy certificate, the Village shall have five (5) days after receipt of such request to provide Developer with such certificate or a written statement indicating in detail how Developer has failed to complete the construction in conformance with the approved plans, this Agreement and other applicable Village codes, ordinances and regulations, and what measures or acts will be necessary for Developer to take or perform in order to conform with construction in order to obtain the occupancy certificate. Any re-inspections shall take place within five (5) days after Developer's request. The occupancy certificate once issued, shall be in conclusive determination of satisfaction with respect to the obligations of Developer in regard to the building to which the occupancy certificate pertains. Issuance of a final occupancy permit for a subdivided lot of the Property shall serve as evidence that all fees have been paid and any subsequent owner of a subdivided lot for which a final occupancy permit has been issued shall take ownership free and clear of said fee payment obligations set forth in this Agreement or other Developer obligations set forth in this Agreement with respect to said subdivided lot.

D. Temporary Occupancy Certificates. If weather and seasonable changes prevent the installation of landscaping, service walks, public sidewalks, final driveway surfaces, or final lift of roadway paving when any building or unit is otherwise substantially complete, temporary occupancy certificates for that building or unit shall be granted provided that Developer complies with the bonding and other requirements for temporary certificates of occupancy set forth in the Village Codes. The required landscaping, flatwork and paving shall be installed at such time as weather permits, but not later than the date(s) specified in the Village Codes unless agreed upon by both Parties. Any bonding requirement for temporary occupancy certificated may be satisfied by winter condition cash bond rather than individual bonds for each unit.

**ARTICLE NINE**

**COVENANTS**

Developer or its assigns shall establish a declaration of covenants, conditions and restrictions (the “Declaration”) to govern the management of the Property and establish an Owner’s Association (the “Association”). The Declaration shall be recorded with the office of Cook County Clerk prior to the sale of any portion of the Property, and a copy of said Declaration shall be provided to the Village promptly upon recording. The Declaration shall, among other provisions, provide for the following:

A. Maintenance of Common Areas. That the Association will provide for the upkeep, repair and/or maintenance of the common roadways, common areas, specifically including the Lot XX Stormwater detention basins and landscape berms. The specific obligations of the Association shall be set forth in the Declaration.

B. Village’s Lien Rights. Should the Association fail in the upkeep, repair, and/or maintenance of the detention areas and landscape berms, the Association shall be entitled to written notice of any violation and shall have fifteen (15) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein. The Village agrees to cooperate with Association in any and all attempts by Association to cure any default within the default cure period. If after the cure period the Association fails in the upkeep, then upon giving the Association ten (10) days prior written notice to either maintain or repair said detention area, the Village may perform said upkeep and maintain and charge each lot and/or unit owner its or their prorate share of said cost. If after thirty (30) days written notice, any owner refuses to pay said cost, that cost shall upon recordation of a notice of lien within ninety (90) days of completion of work constitute a lien against the owner’s lot or unit which may be foreclosed upon by an action brought by or on behalf of the Village, or in the alternative, the Village may take court action against said owner for the above mentioned costs.

C. Subordination of Lien to Mortgages. Notwithstanding any provision hereof to the contrary, the lien upon each of the lots or units securing the payment of the liens

provided for above shall be prior to all other subsequent liens and encumbrances except (i) real estate tax liens or special service tax levy liens on such lots or units, (ii) liens and encumbrances in the form of a mortgage, deed of trust or other written security instrument (collectively, "Mortgage") securing any indebtedness held by any financial institution or other holder of a Mortgage encumbering a lot or unit, or any portion thereof, and (iii) liens and encumbrances for sums unpaid on and owing under any Mortgage, whether or not such sums are advanced before or after the filing of a lien arising pursuant to this Agreement, subject to any lien rights established by statute. The sale or transfer of any lot or unit pursuant to foreclosure of a Mortgage or any proceeding in lieu thereof shall extinguish the lien against such owner lot or unit as to payments which became due prior to such sale or transfer; otherwise, no sale or transfer shall relieve such lot or unit from liability for any amounts thereafter becoming due or from the lien thereof.

**ARTICLE TEN**  
**SPECIAL SERVICE AREAS**

The Village reserves the right to create one (1) or more Special Service Areas (SSA) covering the Property at the time the final plat is recorded or at such time the Village reasonably determines necessary and appropriate pursuant to this Article. Developer waives objection to the creation of said Special Service Area exclusively for the purpose described below.

The Special Service Area shall be created exclusively to ensure that the privately-owned detention areas and landscape berms on the Development will be maintained in accordance with the terms hereof, and remain functional in accordance with applicable Village and other jurisdictional requirements. In the event the Village determines that the detentions area or landscaping berms is in disrepair in violation of this Agreement or is nonfunctioning, the Village shall notify the owner in writing of the default of the detention area and the Association, outlining the corrective measures that shall be taken pursuant to this Agreement and the approved final engineering plans or final landscape plans. In the event the owner or the Association, as the case may be, fails to remedy the deficiencies noted by the Village within a reasonable time and fails to pursue said resolution with due

diligence, the Village has the right, but not the obligation, to enter upon the Property for purposes of such maintenance with written notice given in advance. The Village may recover all maintenance costs so incurred along with reasonable administrative costs by way of a Special Service Tax Levy spread against the Property. Otherwise, the Village shall have no authority to extend any Special Service Tax Levy against the Property. The ordinance establishing the Special Service Area shall specifically provide that the Village's levy under the Special Service Area shall not exceed reasonably anticipated annual expenses for the maintenance of the Lot XX detention area and landscape berms. This clause is also subject to the subordination rights as outlined in Article 9(C).

**ARTICLE ELEVEN**  
**SUCCESSOR AND ASSIGNS**

All of the Developer's rights under this Agreement and under the Special Use Permit for the Property shall inure to the benefit of Developer's successors and assigns and upon successor legal or beneficial owners of all or any of the Property. All of the obligations of Developer under this Agreement and under the Special Use Permit shall be binding upon Developer's successors and assigns and upon successor legal or beneficial owners of all or any portion of the Property. The Village agrees that if a third-party purchaser of the Property, or any portion thereof, assumes Developer's obligations under this Agreement and under the Special Use Permit, Developer shall be released from liability for the performance of such obligations to the extent such third-party purchaser assumes such obligations. The Village agrees that the Association, upon Developer's conveyance to it of any common improvements constructed on the Property, shall be deemed a successor and transferee of Developer with respect to obligations under this Agreement or under Village codes, ordinances and regulations that relate to those common improvements and, upon such conveyance, Developer shall be deemed released from those obligations.

**ARTICLE TWELVE**  
**GENERAL PROVISIONS**

- A. Force Majeure. Time is of the essence of this Annexation Agreement; provided, however, a party shall not be deemed in material breach of this Annexation Agreement with respect to any obligations of this Annexation Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, pandemics, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (Force Majeure). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.
- B. All provisions, conditions and regulations set forth in the Agreement and the Documents or plans to which they refer shall by their specificity superseded all Village ordinances, codes, rules and regulations that are in conflict with this Agreement.
- C. This Agreement shall be effective for a term of twenty (20) years from the date of this Agreement.
- D. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of Developer and the Village.

- 563 E. This Agreement, when recorded, constitutes a covenant running with the land and  
564 is binding upon and inures to the benefit of the parties, all grantees, successors and  
565 assigns.
- 566 F. Nothing in this Agreement shall prevent the alienation, encumbrance or sale  
567 of the Property or any portion of it, and the new owner or owners shall be both  
568 benefited and bound by the conditions and restrictions expressed in this Agreement,  
569 and to such extent Developer shall be released.
- 570 G. Within thirty (30) days after its execution, this Agreement shall be recorded at the  
571 sole cost and expense of the Party recording same in the office of the Clerk of Cook  
572 County, Illinois.
- 573 H. If any provision of this Agreement is found by a court of law to be in violation  
574 of any applicable local, State or Federal law, ordinance or regulation, and if a court  
575 of competent jurisdiction should declare such provision of this Agreement to be  
576 illegal, void or unenforceable, then it is the intent of the Parties that the remainder  
577 of this Agreement shall be construed as if such illegal, void or unenforceable  
578 provision was not contained herein and that the rights and obligations of the Parties  
579 hereunder shall continue in full force and effect.
- 580 I. The Corporate Authorities for the Village warrant that they have the authority to  
581 enter into this Agreement. Developer warrants that the execution of this Agreement  
582 has been duly and validly authorized and that the obligations imposed upon  
583 Developer herein shall be valid and binding obligations of Developer.
- 584 J. The captions of paragraphs are intended only for the convenience of the parties and  
585 are not to be construed as part of this Agreement or as a limitation of the scope of  
586 the particular sections to which they refer.
- 587 K. Within twenty (20) days after the request by Developer, or its successors or  
588 assigns, the Village shall deliver to Developer a letter stating that this Agreement  
589 is in full force and effect and that there are no outstanding known violations of the  
590 provisions of this Agreement or identifying each known violation and the steps  
591 necessary to cure it. The delivery of any such letter does not by law constitute an  
592 estoppel against the Village and it may proceed to enforce any violation of any of



- its codes or ordinances or any of the terms and conditions of this Agreement which may in fact have been violated.
- L. This Agreement may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- M. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not, conditions herein contained, or any of them, upon any other party imposed, shall not, constitute or be construed as a waive to relinquishment of any Parties' right thereafter to enforce such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- N. The provisions contained in this Agreement shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part thereof to this Village.
- O. Except as specifically provided herein above, Developer and their successors and/or assigns, agree during the term of this Agreement to not initiate any action to disconnect said property from the Village of Tinley Park.

**ARTICLE THIRTEEN**  
**PROCEDURE FOR DECLARING DEFAULTS**

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

625 receives such notice and opportunity to cure as provided in Section 13(A) of this  
626 Agreement.

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**ARTICLE FOURTEEN**  
**REMEDIES**

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631 Upon breach of this Agreement, any of the Parties, in any court of competent  
632 jurisdiction, by an action or proceeding at law or in equity (and if in equity, without the  
633 showing of the inadequacy of legal remedies or of the possibility of irreparable harm to the  
634 plaintiff) may secure the specific performance of the covenants and agreements herein  
635 contained, and may be awarded damages, not including attorneys' fees for the failure of  
636 performance. Each Party shall pay their respective attorneys' fees. Before any failure of  
637 any Party to this Agreement to perform its obligations hereunder shall be deemed to be in  
638 breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party  
639 alleged to have failed to perform the alleged failure and shall demand performance. No  
640 breach of this Agreement may be found to have occurred if satisfactory performance has  
641 commenced within forty-five (45) days of receipt of such notices.

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**ARTICLE FIFTEEN**  
**NOTICES**

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

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651 If to Village:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60447  
Attn: Village Clerk

652

653

654

655

656 With Copy To:

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

657

658

659

660

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662 If to Developer: SP HVH Tinley Park, LLC  
663 8801 River Crossing Blvd., Suite 300  
664 Indianapolis, Indiana 46240  
665 Attn: General Counsel

666

667 With Copy To: Scannell Properties, LLC  
668 8801 River Crossing Blvd., Suite 300  
669 Indianapolis, Indiana 46240  
670 Attn: David J. Duncan  
671 [davidd@scannellproperties.com](mailto:davidd@scannellproperties.com)

672

673 With Copy To: Liston & Tsantilis, PC  
674 33 North LaSalle Street, Suite 2500  
675 Chicago, Illinois 60602  
676 Attention: Monica Shamass  
677 [mshamass@ltlawchicago.com](mailto:mshamass@ltlawchicago.com)  
678 Fax: (312) 580-1592  
679

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

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687 Village of Tinley Park, an Illinois municipal  
688 corporation

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By: \_\_\_\_\_  
Village Mayor

693 *Attest:*

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

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*Attest:*

\_\_\_\_\_  
Secretary

SP HVH Tinley Park, LLC  
A Delaware Limited Liability Company  
By: Scannell Properties, #519, LLC, Its Manager

By: \_\_\_\_\_  
Marc D. Pfleging, Manager

**Exhibit A****Legal Description of Annexed Property**

PINs: 31-07-103-001-0000 and 31-07-300-001-0000

**PARCEL 1:**

THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE SOUTH WEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTH WEST QUARTER FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

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**Exhibit B**  
**Plat of Annexation**

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**Exhibit C**  
**Ordinance No 21-O-035**

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**Exhibit D**  
**Preliminary Engineering Plans**



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Exhibit E  
**PUD Ordinance 2021-O-036**

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PHASE 1:  
  
PHASE 2:  
  
PHASE 3:

**Exhibit F**  
Work to be Completed per Phase

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**Exhibit G**  
List of Required Easements

Easement Type	Lot 1	Lot 2	Lot 3
Landscape	<b>Required along Harlem Avenue (Need on Current Plat)</b>	Required along Harlem Avenue (Shown on 6/10/21 Plat)	<b>Required along Harlem Avenue (Need on Current Plat)</b>
Ingress-Egress	Proposed along Lot Line 1/2	Proposed along Lot Line 2/3 and parallel to Harlem Avenue	Not Proposed or Required
Watermain (Main Line)	Required along Harlem Avenue (Shown on 6/10/21 Plat)	Required along Harlem Avenue (Shown on 6/10/21 Plat)	Required along Harlem Avenue & Vollmer Road (Shown on 6/10/21 Plat)
Watermain (Internal)	<b>Required (Needed on Current or Later Plat, before Lot 1 Building Permit)</b>	<b>Required (Needed on Later Plat, before Lot 2 Building Permit)</b>	<b>Required (Needed on Later Plat, before Lot 3 Building Permit)</b>
Sanitary	Not Required	Required (Shown on 6/10/21 Plat)	Not Required
Stormwater Management (Detention)	Required (Shown on 6/10/21 Plat)	Not Required	<b>Required (Needed on Later Plat, before Lot 3 Building Permit)</b>
Floodplain	Required (Shown on 6/10/21 Plat)	Required (Shown on 6/10/21 Plat)	Not Required
Drainage (storm sewer and overland flow routes serving multiple lots)	<b>Required (Needed on Later Plat, before Lot 1 Building Permit)</b>	<b>Required (Needed on Later Plat, before Lot 2 Building Permit)</b>	<b>To Be Determined During Later Site Plan &amp; Engineering Review; Condition of Lot 3 Building Permit</b>
Utility	<b>As may or may not be required by utility companies, with Drainage Easement.</b>	<b>As may or may not be required by utility companies, with Drainage Easement.</b>	<b>As may or may not be required by utility companies, with Drainage Easement.</b>

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**Exhibit H**  
Plat of Subdivision

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

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**ORDINANCE**  
**NO. 2021-O-034**

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**AN ORDINANCE APPROVING THE ANNEXATION OF A PARCEL OF PROPERTY  
COMMONLY LOCATED AT 19501-19701 HARLEM AVENUE  
TO THE VILLAGE OF TINLEY PARK**

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**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-034**

**AN ORDINANCE APPROVING THE ANNEXATION OF 110 ACRES OF PROPERTY  
COMMONLY LOCATED AT 19501-19701 HARLEM AVENUE  
TO THE VILLAGE OF TINLEY PARK  
(TINLEY PARK BUSINESS CAMPUS/SCANNELL PROPERTIES)**

**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**, the legal owner of record of said territory and the Village have entered into a valid and binding annexation agreement relating to such territory; 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:

PARCEL 1: THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

**PIN #:** 31-07-103-001-0000 & 31-07-300-001-0000

**Commonly known as:** 19501-19701 Harlem Avenue, Tinley Park, Illinois

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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> 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. 2020-O-034, “AN ORDINANCE APPROVING THE ANNEXATION OF 110 ACRES OF PROPERTY COMMONLY LOCATED AT 19501-19701 HARLEM AVENUE TO THE VILLAGE OF TINLEY PARK,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

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KRISTIN A. THIRION, VILLAGE CLERK



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

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**ORDINANCE**  
**NO. 2021-O-035**

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**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE  
PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE  
ORI ZONING DISTRICT  
(TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)**

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**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-035**

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE  
PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE ORI ZONING  
DISTRICT  
(TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)**

**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 that will be zoned R-1 (Single Family Residential) upon its annexation to the ORI (Office and Restricted Industrial) zoning district ("Rezoning") located at 19501-19701 Harlem Avenue, Tinley Park, Illinois, generally at the northeast corner of Vollmer Road and Harlem Avenue ("Subject Property") has been filed by Chris Carlino on behalf of Scannell Properties ("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 June 3, 2021 at the Village Hall of this Village and by teleconference per Gubernatorial Executive Order 2020-18 and the "Village of Tinley Park Temporary Public Participation Rules & Procedures", at which time all persons present were afforded an opportunity to be heard; and

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

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

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

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

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

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

- a. The existing uses and zoning of nearby property;
  - *The area is in a transition from rural to commercial and industrial uses. The surrounding area has specifically changed with the approval and development of the neighboring Amazon Fulfillment Center at the property across Vollmer Road in the Village of Matteson. Other neighboring properties also include existing commercial development.*
- b. The extent to which property values are diminished by the particular zoning;
  - *The area along Harlem Avenue has mostly commercial and light-industrial uses existing or under construction. Views of docks and trailer storage will be screened from view by a landscape berm. Commercial or residential zoning both appear unlikely to generate development interest in the land. The purposeful and orderly development of vacant properties is expected to enhance area property values instead of diminishing them.*
- 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 new development creates orderly developed land that improves the look of the vacant land with an encumbrance of floodplain making it difficult to develop. The project will contribute directly to the economic development of the community by providing additional jobs and additional property tax revenue to various local governments where the existing vacant property is generating no benefits to the community.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
  - *Perimeter landscape buffering is provided on all sides of the development that does not currently exist. The overall site layout and circulation patterns were designed to avoid any issues with the neighboring properties and minimize traffic issues. The roadways are major arterials that have been planned and designed as commercial routes. The project will contribute directly to the economic development of the community by providing additional jobs and additional property tax revenue to various local*

*governments where the existing vacant property is generating no benefits to the community.*

- e. The suitability of the property for the zoned purpose;
  - *The proposed use as a multi-business light-industrial business center is suitable for the subject property due to the availability of high traffic volumes and available access points. The site is difficult to develop due to floodplain encumbrance and tax implications. Light industrial is the highest and best use of the property at this time.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
  - *The property was used as agricultural land but has otherwise been vacant for many (10+) years. Commercial or residential zoning both appear unlikely to generate development interest in the land.*
- g. The public need for the proposed use; and
  - *There is a high market demand for additional high-quality light industrial space in the area, particularly along the I-80 and I-57 corridors. The approval and construction of the Amazon Fulfillment Center has created even higher market demand for light-industrial users to be adjacent to that site.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
  - *The property is shown as a mixed-use/PUD use in the Comprehensive Plan. The zoning of Office & Restrict Industrial and a request for a PUD is compatible with the past planning for this land.*

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

**LEGAL DESCRIPTION:**

PARCEL 1: THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

**P.I.N.s:** 31-07-103-001-0000 & 31-07-300-001-0000

**COMMONLY KNOWN AS:** 19501-19701 Harlem Avenue, Tinley Park, Illinois (Northeast Corner of Vollmer Road and Harlem Avenue)

**SECTION 4:** That a Rezoning of the Subject Property upon annexation from the automatically assigned R-1 (Single-Family Residential) zoning district to the ORI (Office and Restricted Industrial) zoning district, located at the property described above, 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 29th day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29th day of June, 2021.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-035, “AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE ORI ZONING DISTRICT (TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2021-O-036**

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**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT  
DEVELOPMENT FOR THE TINLEY PARK BUSINESS CENTER DEVELOPMENT  
LOCATED AT 19501-19701 HARLEM AVENUE  
(SCANNELL PROPERTIES)**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2021-O-036**

**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT  
DEVELOPMENT FOR THE TINLEY PARK BUSINESS CENTER DEVELOPMENT  
LOCATED AT 19501-19701 HARLEM AVENUE  
(SCANNELL PROPERTIES)**

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

**WHEREAS**, a petition for the granting of a Special Use for a Planned Unit Development to allow for the approved development of property located at 19501-19701 Harlem Avenue, Tinley Park, generally at the northeast corner of Vollmer Road and Harlem Avenue ("Subject Property"), has been filed by Chris Carlino on behalf of Scannell Properties ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on June 3, 2021, at the Village Hall of this Village of Tinley Park ("Village"), and by teleconference per Gubernatorial Executive Order 2020-18 and the "Village of Tinley Park Temporary Public Participation Rules & Procedures", at which time all persons were afforded an opportunity to be heard; and

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

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

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

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

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



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

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

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village:
  - *The PUD is under a single control and over 110 acres in size. The PUD is otherwise developed in accordance with the PUD provisions.*
- B. The Planned Unit Development will not substantially injure, or damage the use, value, and enjoyment of the surrounding property, nor hinder or prevent the development of surrounding property in accordance with the Land Use Plan of the Village;
  - *The area along Harlem Avenue has mostly commercial and light-industrial uses existing or under construction. Views of docks and trailer storage will be screened from view by a landscape berm. Commercial or residential zoning both appear unlikely to generate development interest in the land. The purposeful and orderly development of vacant properties is expected to enhance area property values instead of diminishing them.*
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated;
  - *Light industrial uses permitted within the PUD are the highest and best use of the property due to the existing roadway with high traffic volumes, quick interstate access, and location of the adjacent Amazon Fulfillment Center in the Village of Matteson that is currently under construction. Alternative uses do not appear likely at this location.*
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police, and fire protection;
  - *The site is being developed with all necessary utilities. The extension of the watermain beyond the development site will improve service and safety to the surrounding area. The dedication for land for a new emergency radio tower will also help improve emergency response in this area of town.*
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer;
  - *The development will begin with a speculative building to drive interest to the rest of the site. The high demand for the product should create a quick development timeline and full completion of the entire project. The site phasing has been designed to*

*mitigate negative effects or unattractive views of the development if development occurs slower than anticipated.*

- F. The street system serving the Planned Unit Development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the Planned Unit Development will be adequate to serve the residents or occupants of the proposed development;
- *The street system was determined to have adequate capacity per the submitted Traffic Impact Report and that was reviewed by the Village's engineering consultant. A traffic signal is being pursued through IDOT by the Village and developer at the intersection of Harlem Avenue and 195th St/Lakeside Drive.*
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities, or common open space, the developer shall provide and submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained;
- *All roadways will be that specific property owner's responsibility to maintain. Easements have been established to ensure the landscape berm and bufferyards are maintained or can be maintained by the Village in the future through a Special Service Area (SSA).*
- H. The general development plan shall contain such proposed covenants, easements, and other provisions relating to the bulk, location, and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the Planned Unit Development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development;
- *No covenants or private restrictions have been proposed. Any cross-access, utility, and landscape easements have been recorded with the plat for control and enforcement by the Village. Any private agreements or private association covenants can be recorded by the developer at a later date.*
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably be required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion; and
- *Typical project guarantees required by code (such as public right-of-way and utility guarantees) will be required with the permit. The phasing of the development aspects has been planned to avoid problems if the project stalls for an extended period of time by requiring landscape beaming, utilities, detention, and public roadway work to be completed with Phase 1.*
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.
- *Code exceptions are similar to the surrounding developments that were previously approved and related to the unique nature and large scale of this specific and unique development.*

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

**LEGAL DESCRIPTION:**

PARCEL 1: THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

**P.I.N.s:** 31-07-103-001-0000 & 31-07-300-001-0000

**COMMONLY KNOWN AS:** 19501-19701 Harlem Avenue, Tinley Park, Illinois (Northeast Corner of Vollmer Road and Harlem Avenue)

**SECTION 4:** That a Special Use Permit for a Planned Unit Development for property described in the above section in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, and Annexation Agreement dated June 29, 2021 and passed as Resolution 2021-R-050 as **Exhibit B**, with the following Exceptions and additional uses permitted:

- a. Additional Permitted Uses – All uses of the ORI district will be permitted. The following uses are added as additional permitted uses on the property:
  - a. Warehouses, distributions plants, and wholesale establishments
  - b. Exterior storage of trucks and vehicles accessory to a principal permitted use.
- b. Exceptions - The Following Exceptions will be requested as part of the PUD:
  - a. Permit parking in the front yard.
  - b. Permit loading docks to front a public frontage with the establishment of the proposed landscape berm.
  - c. Permit open exterior storage of trucks and semi-trailers directly related to a principal business established on the premise where indicated on the Final Site Plan Approval and with the establishment of the proposed landscape berm. There shall be no maximum time limit for truck or trailer storage.
  - d. Permit a drive aisle width of 24 ft. in width instead of 26 ft. minimum width required.
  - e. Allow for the use of exterior building materials required for industrial uses (typically M-1 and Mu-1 districts) instead of commercial uses (includes ORI). This will allow for structures over 80,000 sq. ft. in size to utilize precast concrete panels instead of using 20% brick.
  - f. Signage
    1. Permit off-site signage for businesses within the PUD to be placed on any approved ground or monument signs.
    2. Permit business names and logos to be placed on directional signage.
    3. Permit up to one ground sign per driveway/entrance into the development.
    4. Permit ground signs to be located as close as 5 feet from a property line.

- g. A waiver from minimum parking requirements (Sec. VIII.A.10) to allow for the parking to be permitted as shown on the Final Site Plan Approvals.
- h. Permit the parcel to be subdivided into a maximum of 3 developable lots with a Plat of Subdivision Approval and filing of appropriate covenants to establish a Property Owners Association (POA) to own and maintain common area property and shared development signage.
- i. All bulk regulations related to the Village of Tinley Park emergency communication tower parcel.

**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 29th day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29th day of June, 2021.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-050, “AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT FOR THE TINLEY PARK BUSINESS CENTER DEVELOPMENT LOCATED AT 19501-19701 HARLEM AVENUE (SCANNELL PROPERTIES)”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29th day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

## EXHIBIT A

Submitted Sheet Name		Prepared By	Date On Sheet
	Project Narrative	Liston & Tsantils	3/31/2021
	Rendered/Color Overall Site PPlan	Manhard	5/11/2021
20 pgs	Tinley Park Business Center Improvements Preliminary Civil Set	Manhard	5/11/2021
3 pgs	Building 1 Architectural	Partners	3/31/2021
	Preliminary Landscape Plan	Manhard	5/11/2021
	East Harlem Berm and ROW Cut Sheet	Manhard	5/11/2021
	West Harlem Berm and ROW Cut Sheet	Manhard	5/11/2021
5 pgs	Autoturn Exhibit	Manhard	5/3/2021
4 pgs	Photometric Plan and Cut Sheet	WLS	3/25/2021
	Tinley Park Business Park Final Plat of Subdivision	Manhard	6/10/2021
162 pgs	Traffic Impact Study	KLOA	3/11/21
30pgs	Traffic Study Addendum Memo	KLOA	5/27/2021

Liston & Tsantils – The Law Offices of Liston & Tsantils (Attorney)

Manhard – Manhard Consulting (Engineer)

Partners – Partners in Design Architects

WLS - WLS Lighting

KLOA – Kenig, Lindgren, O'Hara, Aboona, Inc.

EXHIBIT B

Scannell Annexation Agreement Resolution 2021-R-050

THE LAW OFFICES OF  
**LISTON & TSANTILIS**  
A PROFESSIONAL CORPORATION



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602  
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

March 31, 2021

**Via Email**

Village of Tinley Park  
ATTN: Kimberly Clarke  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

**RE: Harlem and Vollmer Industrial Development**  
**Scannell Properties, LLC**  
**19401-19601 South Harlem Avenue**  
**PINs: 31-07-300-001-0000/31-07-103-001-0000**

**PROJECT NARRATIVE**

Dear Kimberly,

Scannell Properties, LLC (the “Applicant”) is a real estate development and investment company that focuses on build-to-suit and speculative development projects throughout the United States, Canada and Europe. They have been in business for over 30 years and offer experience, a history of successful development projects, broad geographic reach and expertise in a wide range of building types. Applicant is requesting a resolution from the Village of Tinley Park supporting and consenting to their requests made within their general application, site plan addendum, annexation addendum, plat addendum, rezoning addendum, and planned unit development addendum.

Applicant is proposing the development of three light-industrial facilities and associated infrastructure at the northeast corner of Harlem Avenue (IL Route 43) and Vollmer Road located at 19401-19601 South Harlem Avenue in within an unincorporated Cook County with permanent index numbers of 31-07-300-001-0000 and 31-07-103-001-0000. The 110.94 acre property, made up of 2 parcels in unincorporated Cook County, is primarily open green space with a few residential structures. Currently the structures are vacant and abandoned and the land has been used for farming. The property sits contiguous to Tinley Park, therefore Applicant proposes to annex the entire property into the Village of Tinley Park corporate limits. Currently, the property is zoned R4 Single-Family Residence and Applicant’s PUD proposal is to rezone to an ORI zoning district.

Applicant further proposes to provide access to the site at three separate locations along Harlem Avenue and one location along Vollmer Road. Per the plans, the access on Harlem Ave that would align with Benton Drive would modify the existing traffic signal to include a fourth “leg” of the intersection. An un-signalized full access is proposed across from 195<sup>th</sup> Street, and a third ‘right-in/right-out’ access is proposed north of that. The singular access proposed on Vollmer Road would align with the signalized access permitted by the distribution facility across Vollmer Road and currently under construction in



Matteson. There has been a traffic study conducted pertaining to these changes as well as the project as a whole that can affirm.

The first phase of the project would include all accesses along Harlem Avenue, access along Vollmer Road, the frontage drive between Benton Drive and 195<sup>th</sup> Street, Building 1 and parking, the detention basins, water main connection along the site's frontage, pedestrian path along Harlem Avenue frontage, utility services for Building 1, and floodplain compensatory storage grading. Future phases would include buildings to the south of the Building 1 site, parking, and utility service extensions to serve future buildings. Applicant understands additional permits will be required from Tinley Park and outside jurisdictional governing entities prior to starting construction.

Applicant is dedicated to providing an aesthetic in line with those of the Village's ordinances and will greatly improve the look of the property from its current state. Applicant has a proposed landscape plan that takes into mind adding landscaping as a means to screen the property as well as creating an appealing visual to neighbors and passersby. Applicant has also taken other measures to make sure they are conscious of their neighbors and other nearby properties.

The Village of Tinley Park has requested an area to be provided for a radio tower near the proposed southeastern detention basin. Applicant agrees to this and will provide the cross-access to Tinley Park to further operate and maintain the radio tower. The Village will construct the radio tower itself.

Applicant will also be requesting a Class 8 Tax Incentive for the subject property. Without such an incentive it will be difficult to go forward with the project as designed per these proposals.

Applicant's proposed project is a substantial investment into Tinley Park as a community but also its economy. With the proper incentives and approvals by the village, the Applicant will be able to construct and occupy a property that has otherwise been vacant, abandoned and not used to its fullest potential. Applicant's proposal will bring an increase of employment to the area. Not only that but those employees will then boost the economy through frequenting the Village's nearby restaurants, gas stations, banks, stores, and other businesses. Further the development will generate additional revenue to the Village and also increase tax dollars.

Based on the foregoing the Applicant requests that the Village of Tinley Park review and consent to Applicant's requests and approve a Resolution supporting such. Should there be any questions or requests for documents, please do not hesitate to contact me at (312) 604-3891.

Sincerely,

A handwritten signature in black ink, appearing to read 'Monica Shamass', with a stylized, flowing script.

Monica Shamass







**19501-19701 HARLEM AVENUE  
VILLAGE OF TINLEY PARK, ILLINOIS**

EXISTING

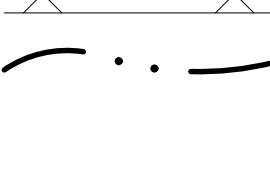



Diagram of a vertical shaft with a 16-inch diameter at the top and a 25-inch diameter at the bottom, labeled 'S'.



N.T.S.



SHEET NO.	DESCRIPTION
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1	TITLE SHEET
2	EXISTING CONDITIONS AND DEMOLITION PLAN
3	OVERALL SITE DIMENSIONAL AND PAVING PLAN
4	SITE DIMENSIONAL AND PAVING PLAN – NORTH
5	SITE DIMENSIONAL AND PAVING PLAN – MID–NORTH
6	SITE DIMENSIONAL AND PAVING PLAN – MID–SOUTH
7	SITE DIMENSIONAL AND PAVING PLAN – SOUTH
8	GRADING PLAN – NORTH
9	GRADING PLAN – MID–NORTH
10	GRADING PLAN – MID–SOUTH
11	GRADING PLAN – SOUTH
12	GRADING CROSS SECTIONS
13	UTILITY PLAN – NORTH
14	UTILITY PLAN – MID–NORTH
15	UTILITY PLAN – MID–SOUTH
16	UTILITY PLAN – SOUTH
17	UTILITY PLAN – OFFSITE
18	CONSTRUCTION DETAILS
19	CONSTRUCTION DETAILS
20	CONSTRUCTION SPECIFICATIONS

NOTES:

1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A FIELD SURVEY COMPLETED BY MANHARD CONSULTING, LTD. ON 04-23-21. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

### BENCHMARKS:

SOURCE BENCHMARK:  
ELEVATIONS AND SITE BENCHMARKS SHOWN HEREON WERE  
ESTABLISHED UTILIZING A TRIMBLE RAPID STATIC GLOBAL  
NAVIGATION SATELLITE SYSTEM (GNSS) AND THE NATIONAL OCEANIC  
AND ATMOSPHERIC ADMINISTRATION'S (NOAA'S) ONLINE POSITIONING  
USER SERVICE (OPUS). IN ADDITION, AN NGC BENCHMARK (PID  
05M91) WAS ALSO CHECKED TO CONFIRM THE OPUS SOLUTION.  
OBSERVED ELEVATIONS, AS REFINED BY OPUS, IS THE BASIS  
FOR ALL ELEVATIONS  
SHOWN HEREON. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM  
(GEOID18).

**SITE BENCHMARK: 1**  
EAST ARROW BOLT ON HYDRANT WITH CUT CROSS LOCATED  
APPROXIMATELY 26 FEET NORTH OF THE CENTERLINE OF LAKESIDE  
DRIVE AND 109 FEET WEST OF THE CENTERLINE OF HARLEM  
AVENUE.  
ELEVATION=703.28                      DATUM=NAVD88-GEOID18

**SITE BENCHMARK: 2**  
NORTHEAST ARROW BOLT ON HYDRANT LOCATED APPROXIMATELY  
24 FEET NORTH OF THE CENTERLINE OF BENTON DRIVE AND 93  
FEET WEST OF THE CENTERLINE OF HARLEM AVENUE.  
ELEVATION=707.47                      DATUM=NAVD88-GEOID18

**SITE BENCHMARK: 3**  
SOUTH ARROW BOLT ON HYDRANT LOCATED APPROXIMATELY 552  
FEET NORTH OF THE CENTERLINE OF VOLLMER ROAD AND 80 FEET  
WEST OF THE CENTERLINE OF HARLEM AVENUE.  
ELEVATION=713.32                      DATUM=NAVD88—GEOID18

## UTILITY CONTACTS

UTILITY CONTACTS	
<b>ELECTRIC</b> COMED 1-866-NEW-ELEC 1-866-639-3532	<b>WATER</b> VILLAGE OF TINLEY PARK 16250 OAK PARK AVE TINLEY PARK, IL (708) 444-5500 CONTACT: JOHN URBANSKI
<b>GAS</b> NICOR 90 FINLEY ROAD GLEN ELLYN, IL (815) 272-9276 CONTACT: TIFFANY WICKS	<b>TELEPHONE</b> AT&T 65 W. WEBSTER ST JOLIET, IL (815) 727-0327 CONTACT: CURT LUINS
<b>SEWER</b> VILLAGE OF TINLEY PARK 16250 OAK PARK AVE TINLEY PARK, IL (708) 444-5500 CONTACT: JOHN URBANSKI	<b>GAS - TRANSMISSION LINE</b> WOLVERINE PIPE LINE CO. 8075 CREEKSIDE DR PORTAGE, MI (269) 323-2491 EXT: 124 CONTACT: LOUIS KRAUS

## 05-06-16

ADJ	ADJUST	F/L	FLOW LINE	R.O.W.	RIGHT-OF-WAY
AGG	AGGREGATE	F/L	FORCE MAIN	RCP	REINFORCED CONCRETE PIPE
ARCH	ARCHITECT	G	GROUND	REM	REMOVAL
B.A.M.	BITUMINOUS AGGREGATE MIXTURE	G	GRADE AT FOUNDATION	REV	REVERSE
B-B	BACK TO BACK	G/F	GUY WIRE	RR	RAILROAD
B/C	BACK OF CURB	HDWL	HEADWALL	RT	RIGHT
B/P	BOTTOM OF PIPE	HH	HANDHOLE	SA	SANITARY
B/W	BACK OF WALK	HWL	HIGH WATER LEVEL	SF	SQUARE FOOT
B-BOX	BUFFALO BOX	HYD.	HYDRANT	SHLD.	SHOULDER
BIT.	BITUMINOUS	INL	INLET	SL	STREET LIGHT
BM	BENCHMARK	INV.	INVERT	SMH	SANITARY MANHOLE
B.O.	BY OTHERS	IP	IRON PIPE	ST	STORM
CE	COMMERCIAL ENTRANCE	LT	LEFT	STA.	STATION
CB	CATCH BASIN	MAX.	MAXIMUM	STD	STANDARD
C	CENTERLINE	MB	MAILBOX	SW	SIDEWALK
CNP	CORRUGATED METAL PIPE	M/E	MEET EXISTING	SY	SQUARE YARDS
CNTRL	CONTROL	MH	MANHOLE	TBR	TO BE REMOVED
C.O.	CLEANOUT	MIN	MINIMUM	T	TELEPHONE
CONC.	CONCRETE	NWL	NORMAL WATER LEVEL	T-A	TYPE A
CY	CUBIC YARD	P.C.	PRIVATE ENTRANCE	T/C	TOP OF CURB
D	DITCH	P.E.	POINT OF CURVATURE	T/F	TOP OF FOUNDATION
DIA.	DIAMETER	P.O.P.	POINT OF COMPOUND CURVE	T/P	TOP OF PIPE
DIP	DUCTILE IRON PIPE	PGL	PROFILE GRADE LINE	T/W	TOP OF WALK
DIWM	DUCTILE IRON WATER MAIN	P.I.	POINT OF INTERSECTION	T/WALL	TOP OF WALL
DS	DOWNSPOUT	R	PROPERTY LINE	TEMP	TEMPORARY
DT	DRAIN TILE	POWER POLE	POWER POLE	TRANS	TRANSFORMER
E	ELECTRIC	PROP.	PROPOSED	VB	VALVE BOX
E-E	EDGE TO EDGE	PT	POINT OF TANGENCY	VCP	VITRIFIED GLASS PIPE
ELEV.	ELEVATION	PVC	POLYVINYL CHLORIDE PIPE	V.V.	VALVE VAULT
E/P	EDGE OF PAVEMENT	P.V.	POINT OF VERTICAL CURVATURE	W.L.	WATER LEVEL
EX	EXISTING	PVI	POINT OF VERTICAL INTERSECTION	WM	WATER MAIN
F.E.	FACE ENTRANCE	PVT	POINT OF VERTICAL TANGENCY		
F-F	FACE TO FACE	P	PAVEMENT		
F-F	FINISHED FLOOR	P	PUBLIC UTILITY & DRAINAGE EASEMENT		
FES	FLARED END SECTION	R	RADIUS		

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

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[illegible]

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Tel: 514 354 5550 Fax: 514 354 5555  
E-mail: info@manhard.com

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**TINLEY PARK BUSINESS CENTER**

**VILLAGE OF TINLEY PARK, ILLINOIS**

**TITLE SHEET**

PROJ. MGR.: ZRS  
PROJ. ASSOC.: FAF  
DRAWN BY: FAF  
DATE: 3-31-21  
SCALE: N.T.S.

**SHEET**

**1** OF **20**

**SCP.T1L01**

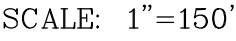
SEAI



**SITE BENCHMARK: 3**  
SOUTH ARROW BOLT ON HYDRANT LOCATED APPROXIMATELY 552  
FEET NORTH OF THE CENTERLINE OF VOLLMER ROAD AND 80 FEET  
WEST OF THE CENTERLINE OF HARLEM AVENUE.  
ELEVATION=713.32                      DATUM=NAVD88-GEOID18

9. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION.

(IR) TO REMAIN

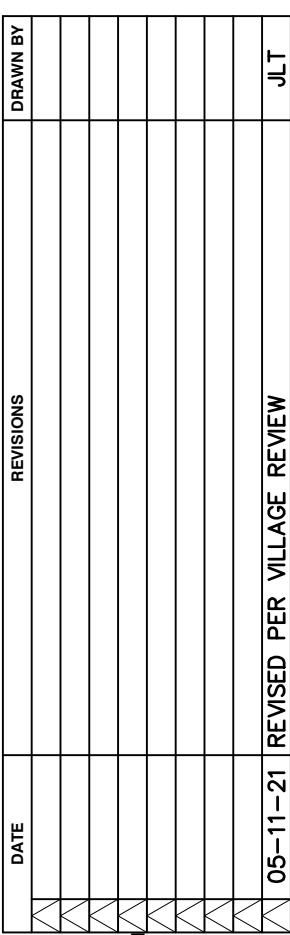


3. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.





- 



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TINLEY PARK BUSINESS CENTER

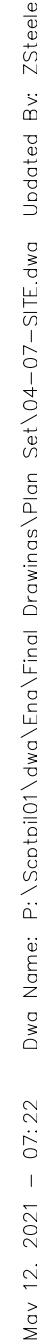
VILLAGE OF TINLEY PARK, ILLINOIS

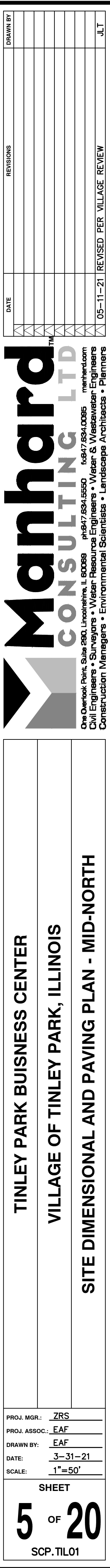
OVERALL SITE DIMENSIONAL AND PAVING PLAN

PROJ. MGR.: ZRS  
 PROJ. ASSOC.: FAF  
 DRAWN BY: FAF  
 DATE: 3-31-21  
 SCALE: 1"=150'

SHEET  
**3 OF 20**  
 SCP.T1L01











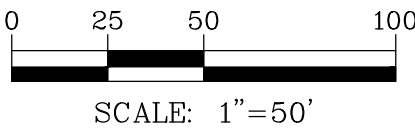


MATCHLINE SEE SHEET 6

FUTURE BUILDING 3  
462,500 S.F.  
F.F. 713.00

S HARLEM AVENUE (IDOT JURISDICTION)

VOLLMER ROAD (COOK COUNTY JURISDICTION)



SITE DATA

SITE AREA	110.94 ACRES
VEHICLE PARKING PROVIDED	152 SPACES
ADA PARKING REQUIRED	6 SPACES
ADA PARKING PROVIDED	6 SPACES
TRAILER PARKING PROVIDED	47 SPACES
PARKING RATIO	0.78 SPACES/1000 S.F.
FUTURE BUILDING 2 AND 3 PARKING SHOWN FOR REFERENCE OF THE OVERALL SITE CONCEPT	

PAVEMENT MARKING LEGEND

- (A) 24" WHITE STOP BAR
- (B) 4" YELLOW LINE
- (C) 4" YELLOW DIAGONAL AT 45° SPACED 3' O.C. W/ 4" YELLOW BORDER
- (D) LETTERS AND SYMBOLS PAVEMENT MARKINGS

SIGN LEGEND

- ① R1-1 STOP SIGN
- ② R7-8 HANDICAP PARKING SIGN
- ③ MONUMENT SIGN
- ④ DIRECTIONAL SIGN

SITE DIMENSIONAL AND PAVING NOTES:

- ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR BUILDING FOUNDATION UNLESS NOTED OTHERWISE.
- ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
- ALL CURB RADII SHALL BE 3' MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
- TIE ALL PROPOSED CURB AND GUTTER TO EXISTING CURB AND GUTTER WITH 2-#6 BARS x 18" LONG DOWELED INTO EXISTING CURB.
- BUILDING DIMENSIONS AND ADJACENT PARKING HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION. BUILDING DIMENSIONS SHOWN SHOULD NOT BE USED FOR CONSTRUCTION LAYOUT OF BUILDING.
- IMPROVEMENTS ADJACENT TO BUILDING, IF SHOWN, SUCH AS TRUCK DOCK, RETAINING WALLS, SIDEWALKS, CURBING, FENCES, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, AND TRANSFORMERS ETC. HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
- LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAY. CONTRACTOR TO VERIFY ACTUAL BUILDING PLAN LOCATIONS WITH ARCHITECT/DEVELOPER PRIOR TO CONSTRUCTING THE SIDEWALKS.
- ALL ROADWAY AND PARKING LOT SIGNAGE, STRIPING, SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST JURISDICTIONAL GOVERNMENTAL ENTITY DETAILS.
- SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
- PROVIDE DEPRESSED CURB AND RAMP AT ALL HANDICAP ACCESSIBLE SIDEWALK AND PATH LOCATIONS PER FEDERAL AND STATE STANDARDS.
- THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.

PAVEMENT LEGEND

	<b>STANDARD DUTY PAVEMENT*</b> 1 1/2" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MX D, NS0 1 1/2" BITUMINOUS BINDER COURSE, HOT-MIX ASPHALT, IL-19, NS0 8" AGGREGATE BASE COURSE, TYPE B
	<b>HEAVY DUTY PAVEMENT*</b> 2" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MX D, NS0 3" BITUMINOUS BINDER COURSE, HOT-MIX ASPHALT, IL-19, NS0 10" AGGREGATE BASE COURSE, TYPE B
	<b>CONCRETE PAVEMENT*</b> 6 1/2" PORTLAND CEMENT CONCRETE PAVEMENT W/ 6 X 6 W1.4 WWF 6" COMPACTED AGGREGATE BASE, TYPE B
	<b>CONCRETE SIDEWALK</b> 3" PORTLAND CEMENT CONCRETE 4" COMPACTED AGGREGATE BASE COURSE, TYPE B
	<b>BITUMINOUS MULTI-USE PATH</b> 3" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MIX D, NS0 6" COMPACTED AGGREGATE BASE COURSE, TYPE B

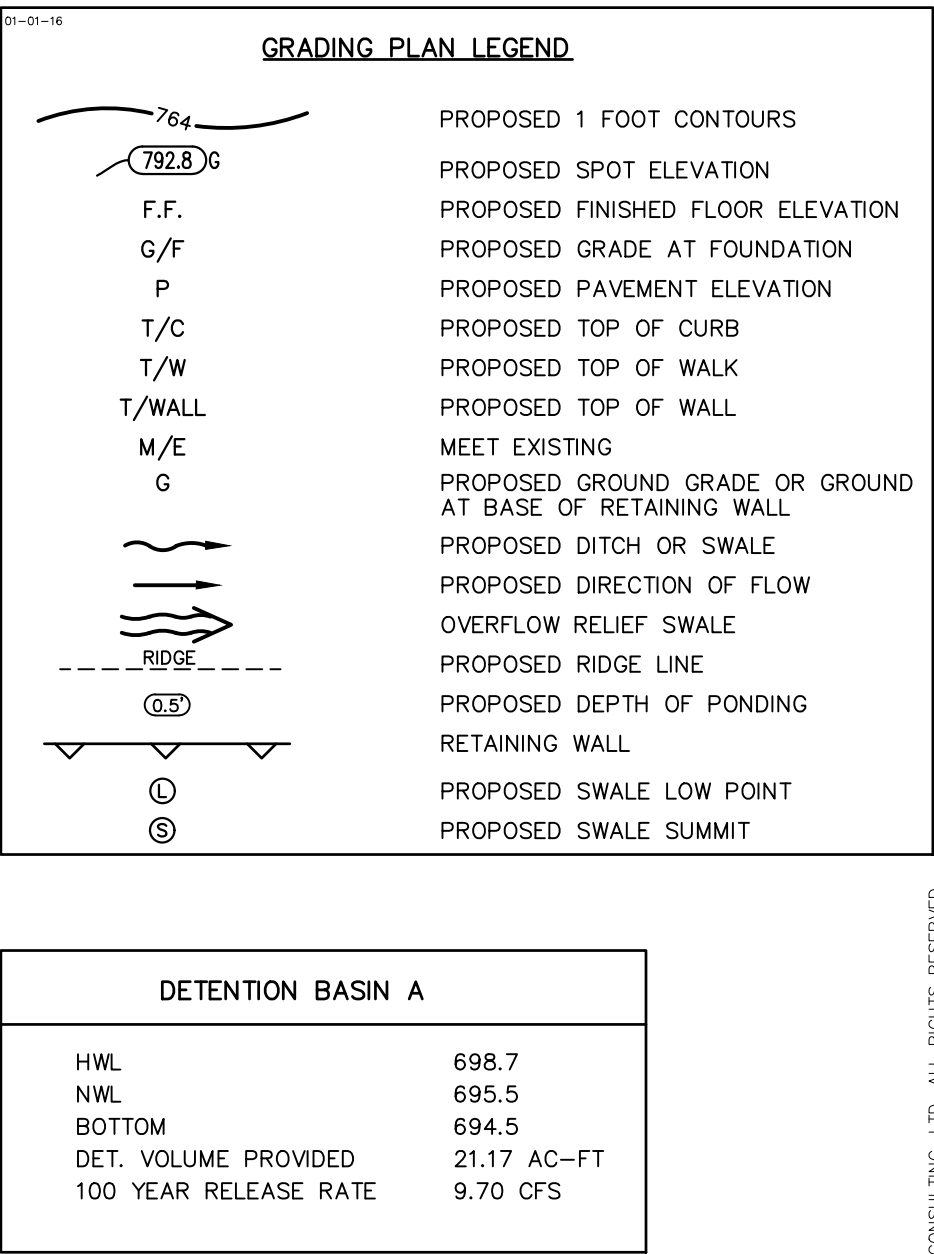
\*RECOMMENDATIONS PROVIDED PER GEOTECHNICAL REPORT BY PIONEER ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

DATE	REVISIONS	DRAWN BY
05-11-21	REVISED PER VILLAGE REVIEW	JLT

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TINLEY PARK BUSINESS CENTER  
VILLAGE OF TINLEY PARK, ILLINOIS  
SITE DIMENSIONAL AND PAVING PLAN - SOUTH

PROJ. MGR.: ZRS	PROJ. ASSOC.: EAF
DRAWN BY: EAF	DATE: 3-31-21
SCALE: 1"=50'	SHEET 7 OF 20
SCP.TIL01	

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**TINLEY PARK BUSINESS CENTER**  
**VILLAGE OF TINLEY PARK, ILLINOIS**  
**GRADING PLAN - NORTH**

PROJ. MGR.: ZRS  
 PROJ. ASSOC.: EAf  
 DRAWN BY: EAf  
 DATE: 3-31-21  
 SCALE: 1"=50'

**SHEET**  
**8 OF 20**  
**SCP.TIL01**



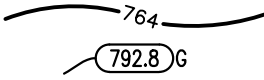




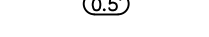






**PROPOSED COMPENSATORY  
STORAGE AREA**

1. RETAINING WALL DESIGN TO BE PROVIDED BY OTHERS.
2. PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
3. ALL HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A MAXIMUM CROSS SLOPE OF 2.00% OR LESS.
4. MEET EXISTING GRADE AT PROPERTY LINES UNLESS NOTED OTHERWISE.
5. CONTRACTOR SHALL REFER TO THE SOIL EROSION AND SEDIMENT CONTROL PLAN AND DETAILS FOR CONSTRUCTION SCHEDULING AND EROSION CONTROL MEASURES TO BE INSTALLED PRIOR TO BEGINNING GRADING OPERATIONS.
6. THE CONTRACTOR SHALL CONTACT J.U.I.L.E. -800-892-0123 PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
7. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THE RECORD PLANS AND THE RECORD UTILITIES OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD, THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST ADVISE THE OWNER OF ANY UTILITIES COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
8. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITION.
9. ALL UNPAVED AREAS DISTURBED BY GRADING OPERATIONS SHALL RECEIVE 6 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN CONFORMANCE WITH THE DISTURBED AREAS ACT PRIOR TO A HEALTHY STAND OF VEGETATION IS OBTAINED.
10. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY MANHARD CONSULTING ON 4-23-21. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND/OR ENGINEER OF ANY DISCREPANCY PRIOR TO STARTING CONSTRUCTION. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT THE APPROVAL OF THE ARCHITECT, THE CONTRACTOR SHALL, AT THEIR EXPENSE, HAVE A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
11. TRANSITIONS FROM DEPRESSED CURB TO FULL HEIGHT CURB SHALL BE TAPERED AT 2H:1V UNLESS OTHERWISE NOTED.

### GRADING PLAN LEGEND

	PROPOSED 1 FOOT CONTOURS
F.F.	PROPOSED SPOT ELEVATION
G/F	PROPOSED FINISHED FLOOR ELEVATION
P	PROPOSED GRADE AT FOUNDATION
T/C	PROPOSED PAVEMENT ELEVATION
T/W	PROPOSED TOP OF CURB
T/WALL	PROPOSED TOP OF WALK
M/E	PROPOSED TOP OF WALL
G	MEET EXISTING
	PROPOSED GROUND GRADE OR GROUND AT BASE OF RETAINING WALL
	PROPOSED DITCH OR SWALE
	PROPOSED DIRECTION OF FLOW
	OVERFLOW RELIEF SWALE
	PROPOSED RIDGE LINE
	PROPOSED DEPTH OF PONDING
	RETAINING WALL
①	PROPOSED SWALE LOW POINT
②	PROPOSED SWALE SUMMIT

**S HARLEM AVENUE (IDOT JURISDICTION)**

**MATCHLINE SEE SHEET 11**

[illegible]

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**TINLEY PARK BUSINESS CENTER**

**VILLAGE OF TINLEY PARK, ILLINOIS**

**GRADING PLAN - MID-SOUTH**

PROJ. MGR.: ZRS  
 PROJ. ASSOC.: EAf  
 DRAWN BY: EAf  
 DATE: 3-31-21  
 SCALE: 1"=50'

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SHEET

**10 OF 20**

SCP.T1L01

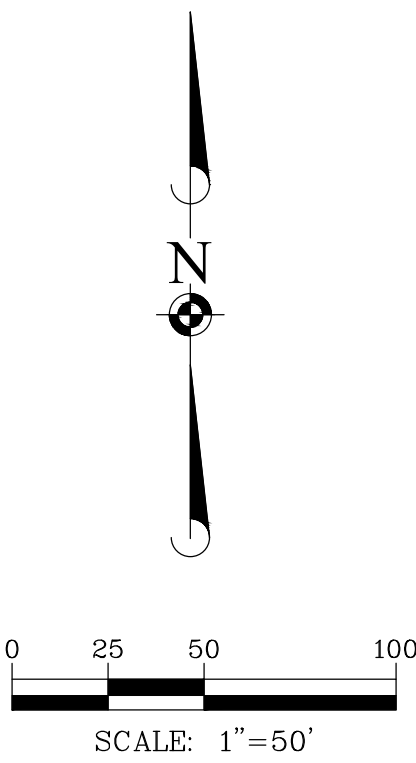


# S HARLEM AVENUE (IDOT JURISDICTION)


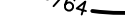


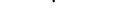



FUTURE BUILDING 3  
462,500 S.F.  
F.F. 713.00

FUTURE  
WETLAND BOTTOM  
DETENTION BASIN B  
HWL: 708.0  
BOTTOM: 702.4  
SEE SUMMARY TABLE  
ON SHEET 11)

# VOLLMER ROAD (COOK COUNTY JURISDICTION)



- GRADING NOTES:**
1. RETAINING WALL DESIGN TO BE PROVIDED BY OTHERS.
  2. PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
  3. ALL HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A MAXIMUM CROSS SLOPE OF 2.00% OR LESS.
  4. MEET EXISTING GRADE AT PROPERTY LINES UNLESS NOTED OTHERWISE.
  5. CONTRACTOR SHALL REFER TO THE SOIL EROSION AND SEDIMENT CONTROL PLAN AND DETAILS FOR CONSTRUCTION SCHEDULING AND EROSION CONTROL MEASURES TO BE INSTALLED PRIOR TO BEGINNING GRADING OPERATIONS.
  6. THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
  7. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION IS REQUIRED ON EXISTING FIELD. TO THE EXTENT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
  8. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITION OR BETTER.
  9. ALL UNPAVED AREAS DISTURBED BY GRADING OPERATIONS SHALL BE REVEGETATED WITHIN 90 DAYS. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3:1-V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
  10. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS PREPARED BY MANHARD CONSULTING ON 4-23-21. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND. IF THE CONTRACTOR WANTS TO STARTING CONSTRUCTION, IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUFFER, AT THEIR OWNERS RISK, THE TOPOGRAPHY SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
  11. TRANSITIONS FROM DEPRESSED CURB TO FULL HEIGHT CURB SHALL BE TAPERED AT 2:1-V UNLESS OTHERWISE NOTED.

	PROPOSED 1 FOOT CONTOURS
	PROPOSED SPOT ELEVATION
F.F.	PROPOSED FINISHED FLOOR ELEVATION
G/F	PROPOSED GRADE AT FOUNDATION
P	PROPOSED PAVEMENT ELEVATION
T/C	PROPOSED TOP OF CURB
T/W	PROPOSED TOP OF WALK
T/WALL	PROPOSED TOP OF WALL
M/E	MEET EXISTING
G	PROPOSED GROUND GRADE OR GROUND AT BASE OF RETAINING WALL
	PROPOSED DITCH OR SWALE
	PROPOSED DIRECTION OF FLOW
	OVERFLOW RELIEF SWALE
	PROPOSED RIDGE LINE
	PROPOSED DEPTH OF PONDING
	RETAINING WALL
①	PROPOSED SWALE LOW POINT
②	PROPOSED SWALE SUMMIT

DETENTION BASIN B	
HWL	708.0
BOTTOM	702.4
DET. VOLUME PROVIDED	16.36 AC-FT
100 YEAR RELEASE RATE	4.42 CFS

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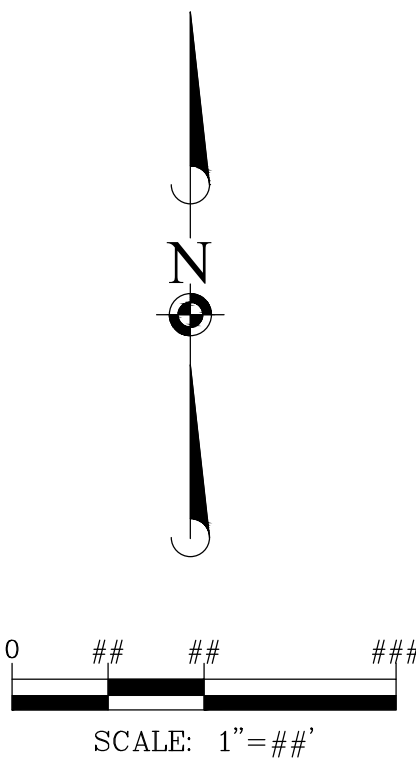
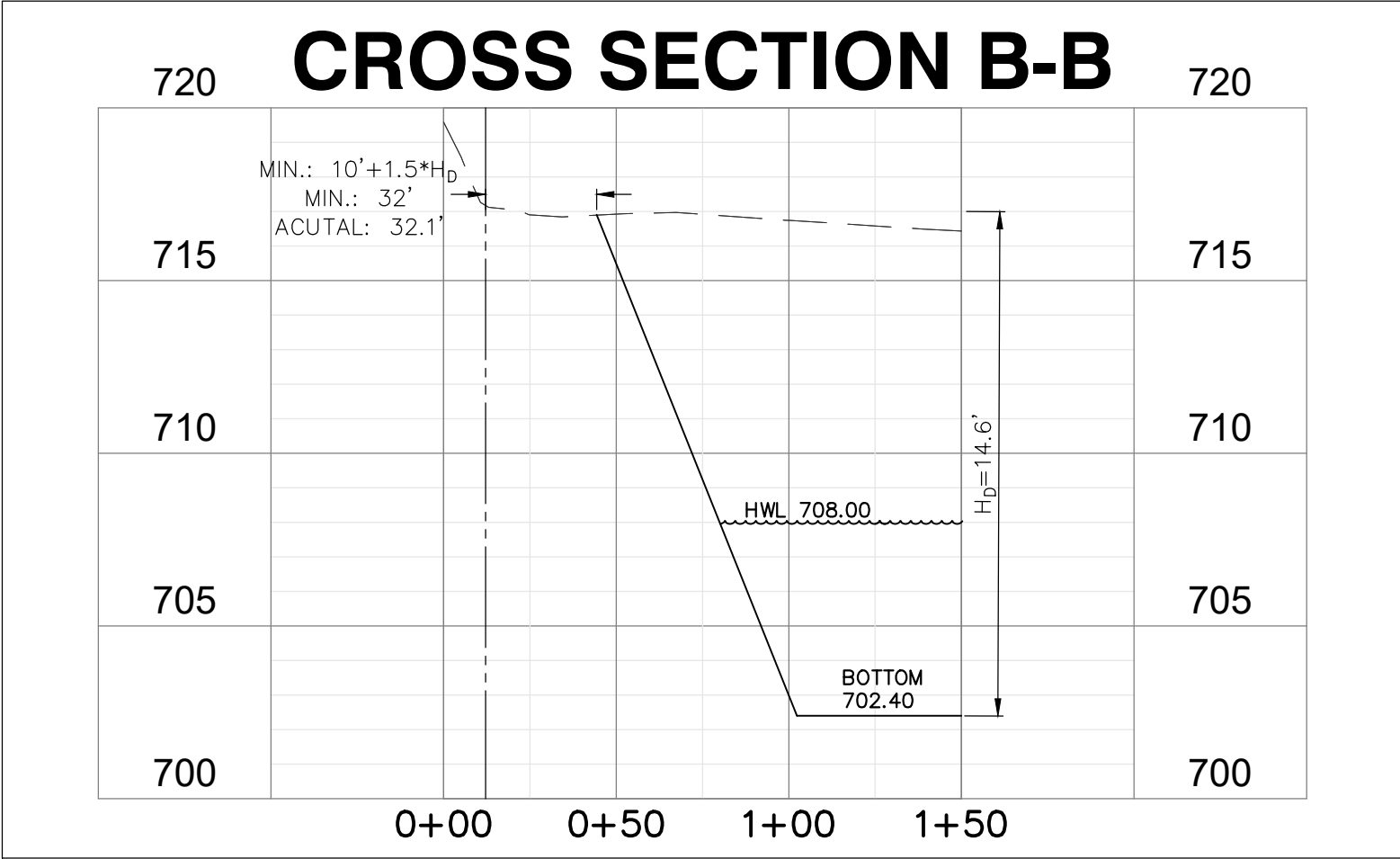
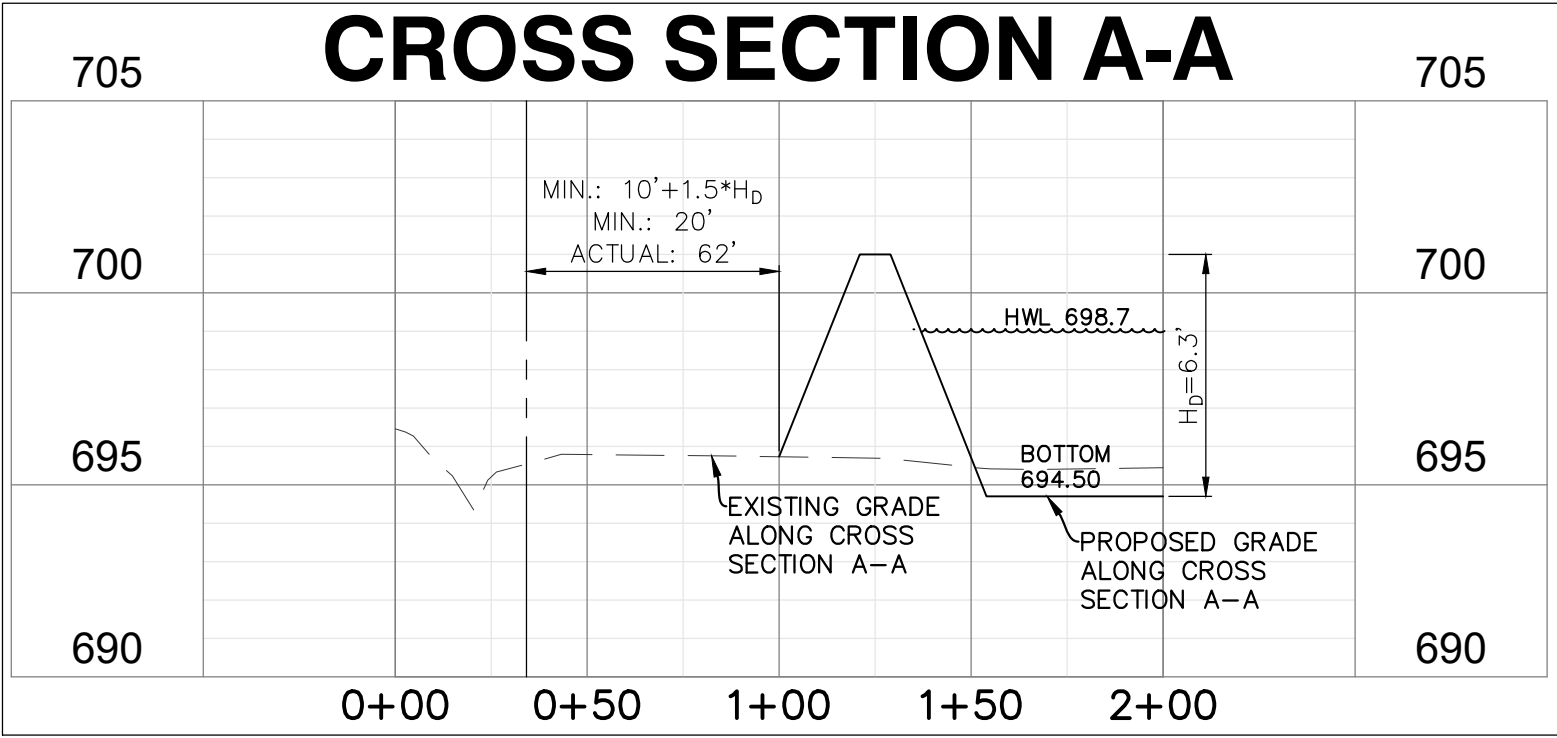
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**TINLEY PARK BUSINESS CENTER**  
**VILLAGE OF TINLEY PARK, ILLINOIS**  
**GRADING PLAN - SOUTH**

PROJ. MGR.: ZRS  
PROJ. ASSOC.: FAF  
DRAWN BY: FAF  
DATE: 3-31-21  
SCALE: 1"=50'

SHEET  
**11** OF **20**  
SCP.T1L01





- GRADING NOTES:**
1. RETAINING WALL DESIGN TO BE PROVIDED BY OTHERS.
  2. PAVEMENT SLOPES THROUGH HANDICAP ACCESSIBLE PARKING AREAS SHALL BE 2.00% MAXIMUM IN ANY DIRECTION.
  3. ALL HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A MAXIMUM CROSS SLOPE OF 2.00% OR LESS.
  4. MEET EXISTING GRADE AT PROPERTY LIMITS UNLESS NOTED OTHERWISE.
  5. CONTRACTOR SHALL REFER TO THE SOIL EROSION AND SEDIMENT CONTROL PLAN AND DETAILS FOR CONSTRUCTION SCHEDULING AND EROSION CONTROL MEASURES TO BE INSTALLED PRIOR TO BEGINNING GRADING OPERATIONS.
  6. THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
  7. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
  8. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITION OR BETTER.
  9. ALL UNPAVED AREAS DISTURBED BY GRADING OPERATIONS SHALL RECEIVE 6 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
  10. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS AS PREPARED BY \_\_\_\_ ON \_\_\_\_ CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
  11. TRANSITIONS FROM DEPRESSED CURB TO FULL HEIGHT CURB SHALL BE TAPERED AT 2H:1V UNLESS OTHERWISE NOTED.

**GRADING PLAN LEGEND**

	PROPOSED 1 FOOT CONTOURS
	PROPOSED SPOT ELEVATION
	PROPOSED FINISHED FLOOR ELEVATION
	PROPOSED GRADE AT FOUNDATION
	PROPOSED PAVEMENT ELEVATION
	PROPOSED TOP OF CURB
	PROPOSED TOP OF WALK
	PROPOSED TOP OF WALL
	MEET EXISTING
	PROPOSED GROUND GRADE OR GROUND AT BASE OF RETAINING WALL
	PROPOSED DITCH OR SWALE
	PROPOSED DIRECTION OF FLOW
	OVERFLOW RELIEF SWALE
	PROPOSED RIDGE LINE
	PROPOSED DEPTH OF PONDING
	RETAINING WALL
	PROPOSED SWALE LOW POINT
	PROPOSED SWALE SUMMIT

DATE	REVISIONS	REVIEW
05-11-21	REVISED PER VILLAGE	REVIEW

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Geotechnical Engineers • Structural Engineers • Surveyors • Water Resource Engineers • Wetland & Wetland Engineers • Environmental Scientists • Landscape Architects • Planners

**TINLEY PARK BUISNESS CENTER**

**VILLAGE OF TINLEY PARK, ILLINOIS**

**GRADING CROSS SECTIONS**

PROJ. MGR.: **ZRS**

PROJ. ASSOC.: **EAF**

DRAWN BY: **JLT**

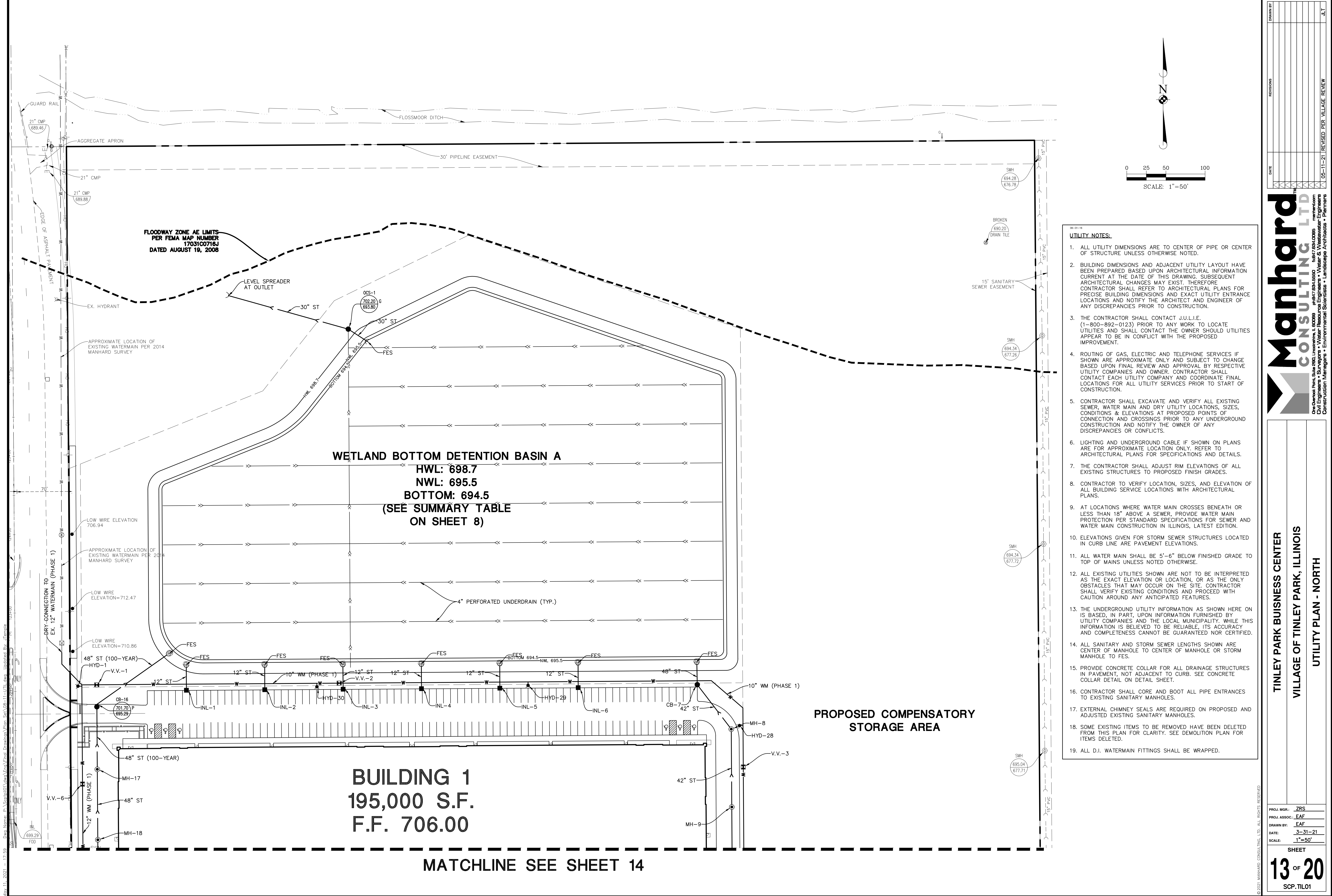
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SCALE: **1"=XX'**

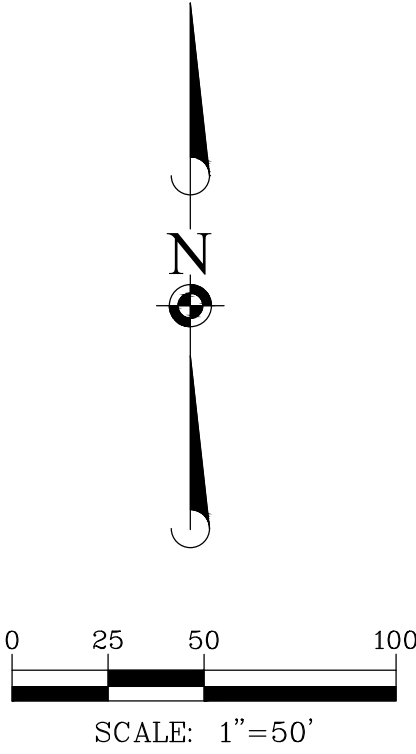
**SHEET**

**12 OF 20**

SCP.TIL01



**MATCHLINE SEE SHEET 15**



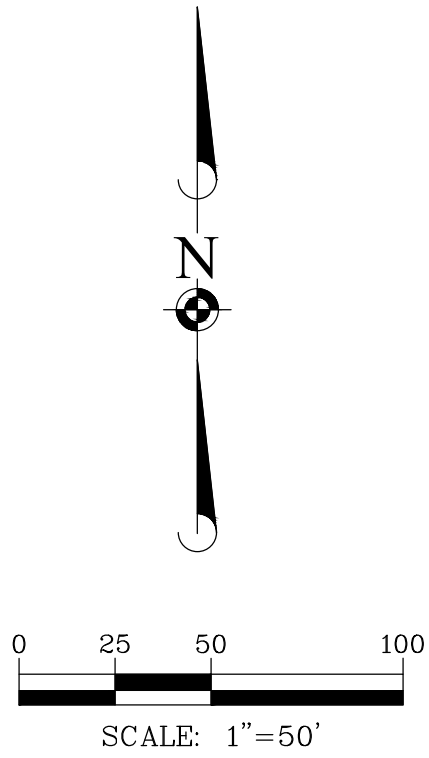
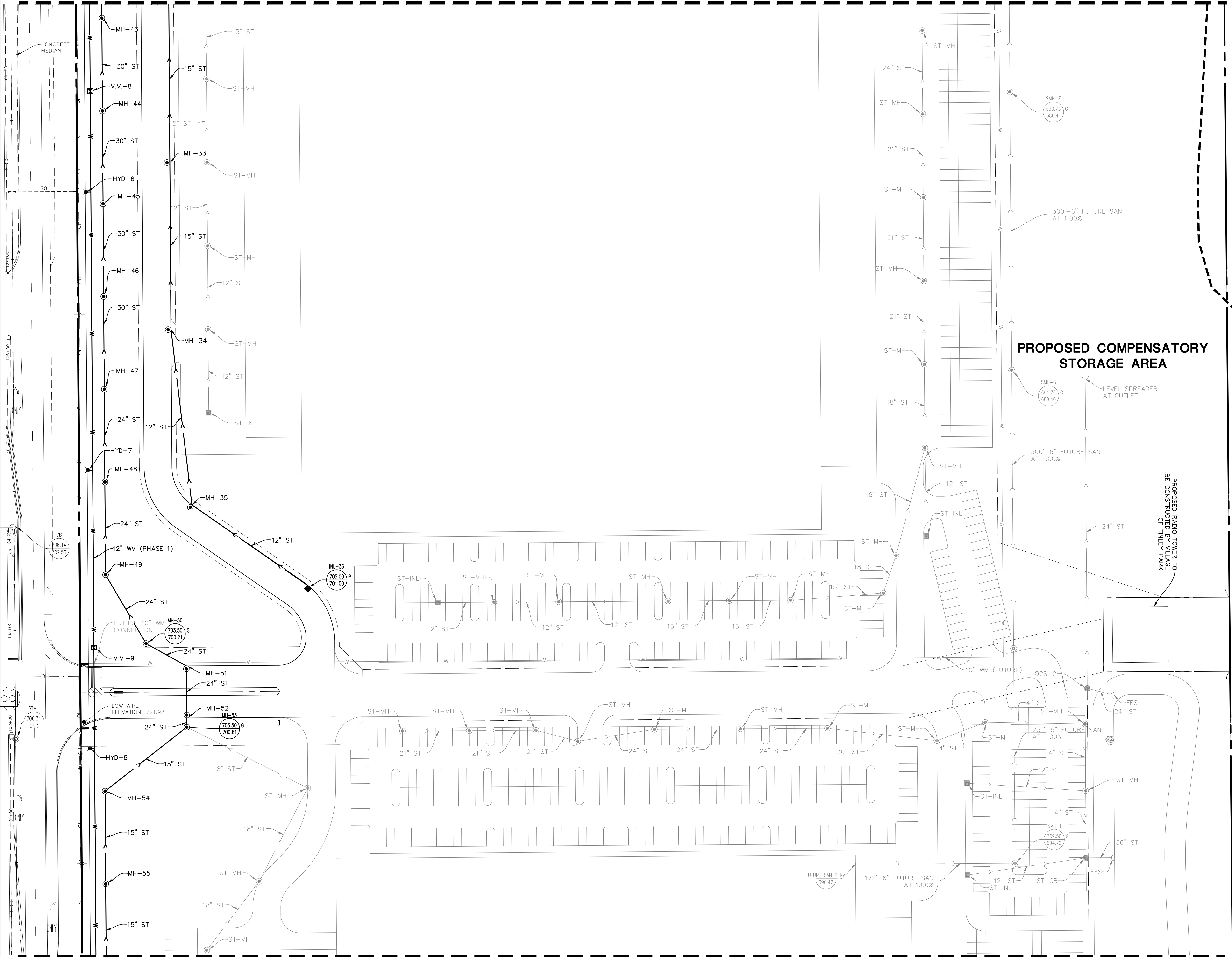
1. ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS AND ADJACENT UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT J.W.I.L.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
4. ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES IF SHOWN ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
5. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER, WATER MAIN AND DRY UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONDICTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
6. LIGHTING AND UNDERGROUND CABLE IF SHOWN ON PLANS ARE FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR SPECIFICATIONS AND DETAILS.
7. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED FINISH GRADES.
8. CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATION OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
9. AT LOCATIONS WHERE WATER MAIN CROSSES BENEATH OR ABOVE THAN 12" ABOVE A SEWER, PROVIDE WATER MAIN PROTECTION PER STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.
10. ELEVATIONS GIVEN FOR STORM SEWER STRUCTURES LOCATED IN CURB LINE ARE PAVEMENT ELEVATIONS.
11. ALL WATER MAIN SHALL BE 5'-6" BELOW FINISHED GRADE TO TOP OF MAINS UNLESS NOTED OTHERWISE.
12. ALL EXISTING UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT ELEVATION OR LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES.
13. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HERE ON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED.
14. ALL SANITARY AND STORM SEWER LENGTHS SHOWN ARE CENTER OF MANHOLE TO CENTER OF MANHOLE OR STORM MANHOLE TO FES.
15. PROVIDE CONCRETE COLLAR FOR ALL DRAINAGE STRUCTURES IN PAVEMENT, NOT ADJACENT TO CURB. SEE CONCRETE COLLAR DETAIL ON DETAIL SHEET.
16. CONTRACTOR SHALL CORE AND BOOT ALL PIPE ENTRANCES TO EXISTING SANITARY MANHOLES.
17. EXTERNAL CHIMNEY SEALS ARE REQUIRED ON PROPOSED AND ADJUSTED EXISTING SANITARY MANHOLES.
18. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS IN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
19. ALL D.I. WATERMAIN FITTINGS SHALL BE WRAPPED.

FUTURE BUILDING 2  
604,800 S.F.  
F.F. 707.00

## PROPOSED COMPENSATORY STORAGE AREA



MATCHLINE SEE SHEET 14



- UTILITY NOTES:**
- ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
  - BUILDING DIMENSIONS AND ADJACENT UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
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  - CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATION OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
  - AT LOCATIONS WHERE WATER MAIN CROSSES BENEATH OR LESS THAN 18" ABOVE A SEWER, PROVIDE WATER MAIN PROTECTION PER STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION.
  - ELEVATIONS GIVEN FOR STORM SEWER STRUCTURES LOCATED IN CURB LINE ARE PAVEMENT ELEVATIONS.
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  - ALL D.I. WATERMAIN FITTINGS SHALL BE WRAPPED.

DATE	REVISIONS	DRAWN BY
		JLT

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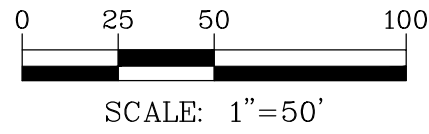
TINLEY PARK BUSINESS CENTER  
VILLAGE OF TINLEY PARK, ILLINOIS  
UTILITY PLAN - MID-SOUTH

PROJ. MGR.:	ZRS
PROJ. ASSOC.:	EAF
DRAWN BY:	EAF
DATE:	3-31-21
SCALE:	1"=50'
SHEET	15 OF 20
SCP.TIL01	



MATCHLINE SEE SHEET 15

FUTURE BUILDING 3  
462,500 S.F.  
F.F. 713.00



- 06-01-16
- UTILITY NOTES:**
1. ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
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FUTURE  
WETLAND BOTTOM  
DETENTION BASIN B  
HWL: 708.0  
BOTTOM: 702.4  
(SEE SUMMARY TABLE  
ON SHEET 11)

PROPOSED 15' WATER MAIN EASEMENT  
FROM ODYSSEY CLUB - EXACT LIMITS  
AND COORDINATION TO BE DETERMINED  
DURING FINAL ENGINEERING

CONTROL POINT FOR LAYOUT OF ALL PROPOSED  
IMPROVEMENTS, BUILDING AND PARKING TO BE  
PARALLEL AND PERPENDICULAR TO WEST  
PROPERTY LINE UNLESS OTHERWISE NOTED.

May 11, 2021 - 12:59 Dwg Name: P:\Scanned\Auto\Drawings\Plan Set\06-11-UTI.dwg Updated By: Jterp

DATE	REVISIONS	BY	CHKD
05-11-21	REVISED PER VILLAGE REVIEW	JLT	

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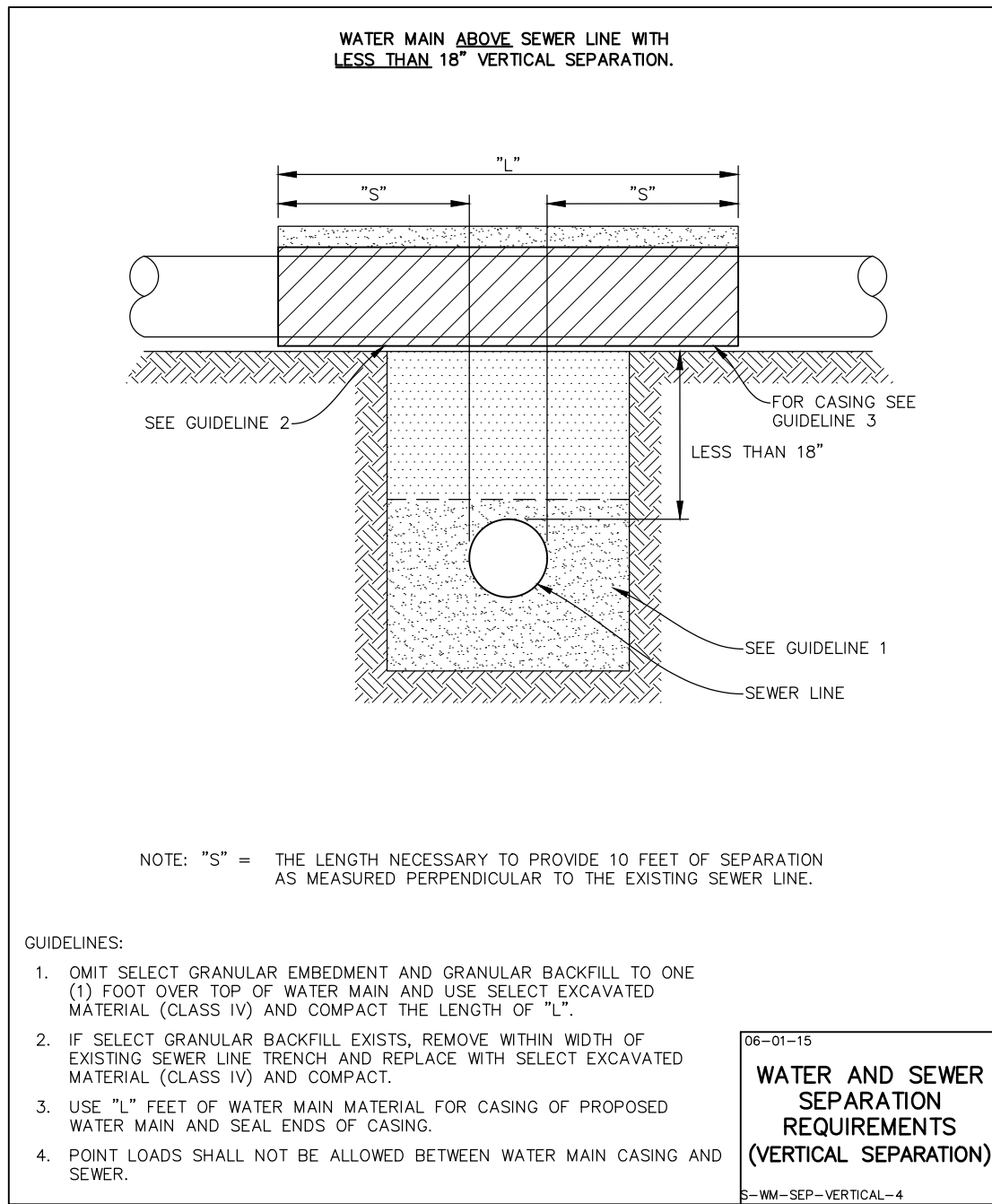
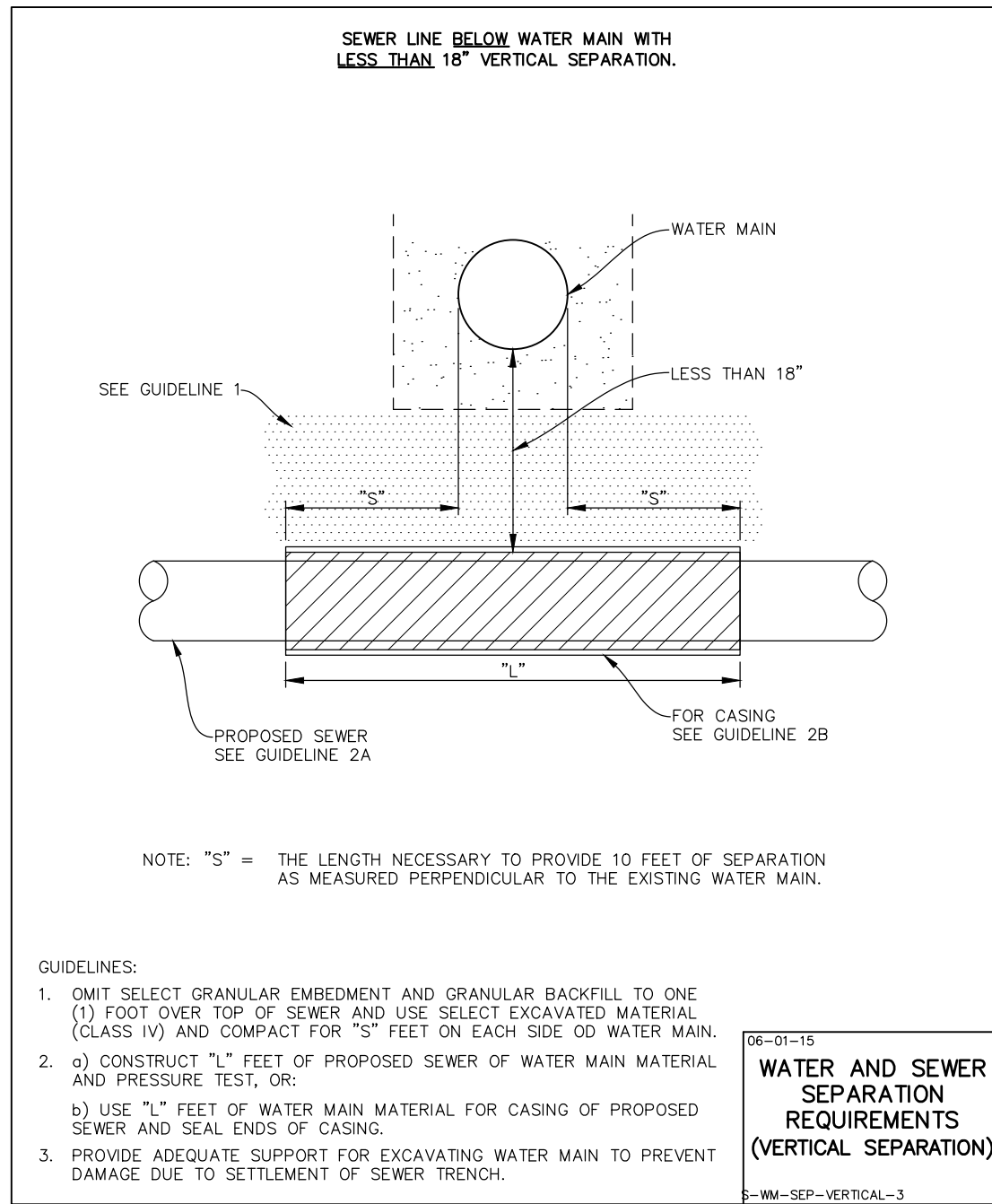
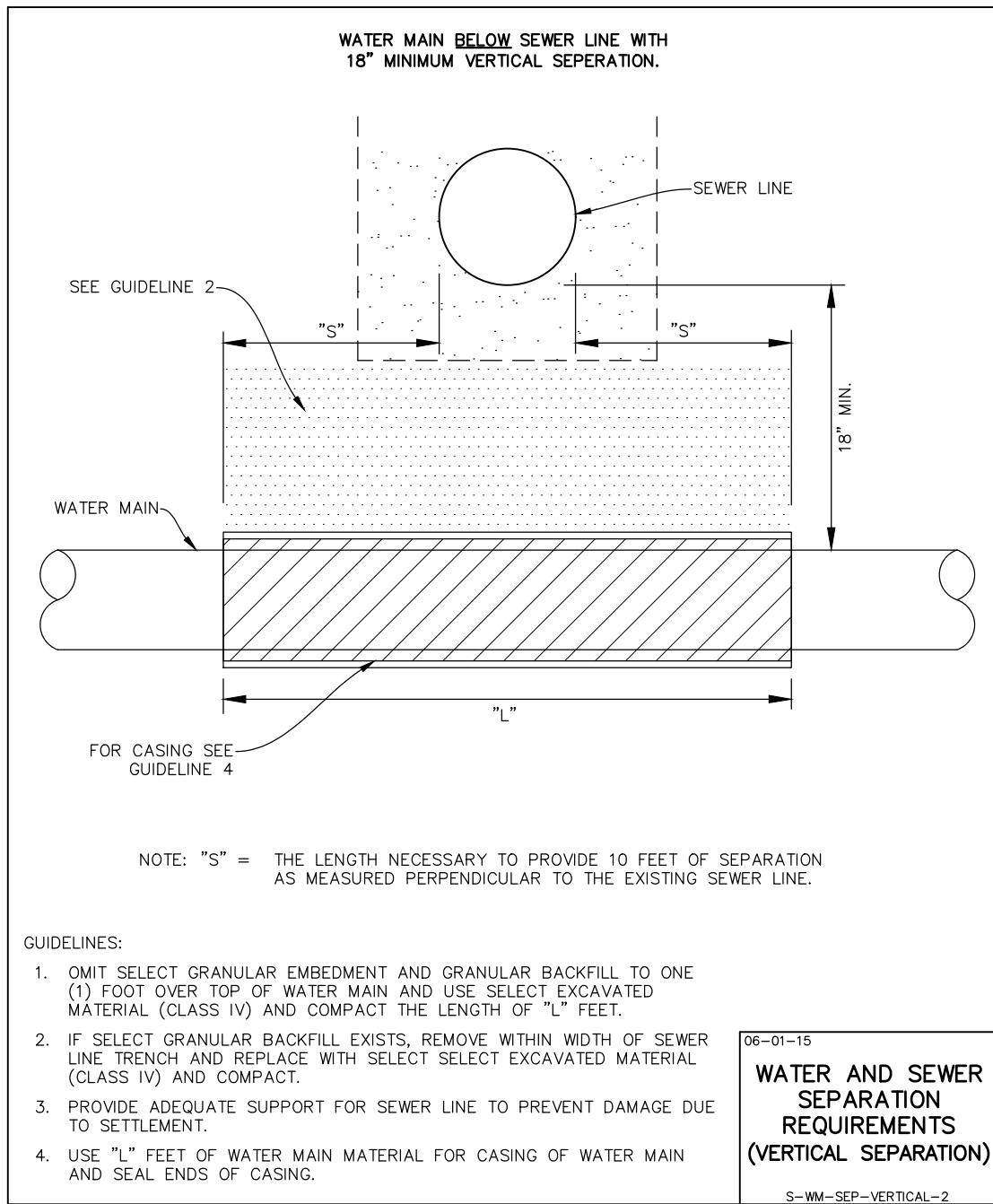
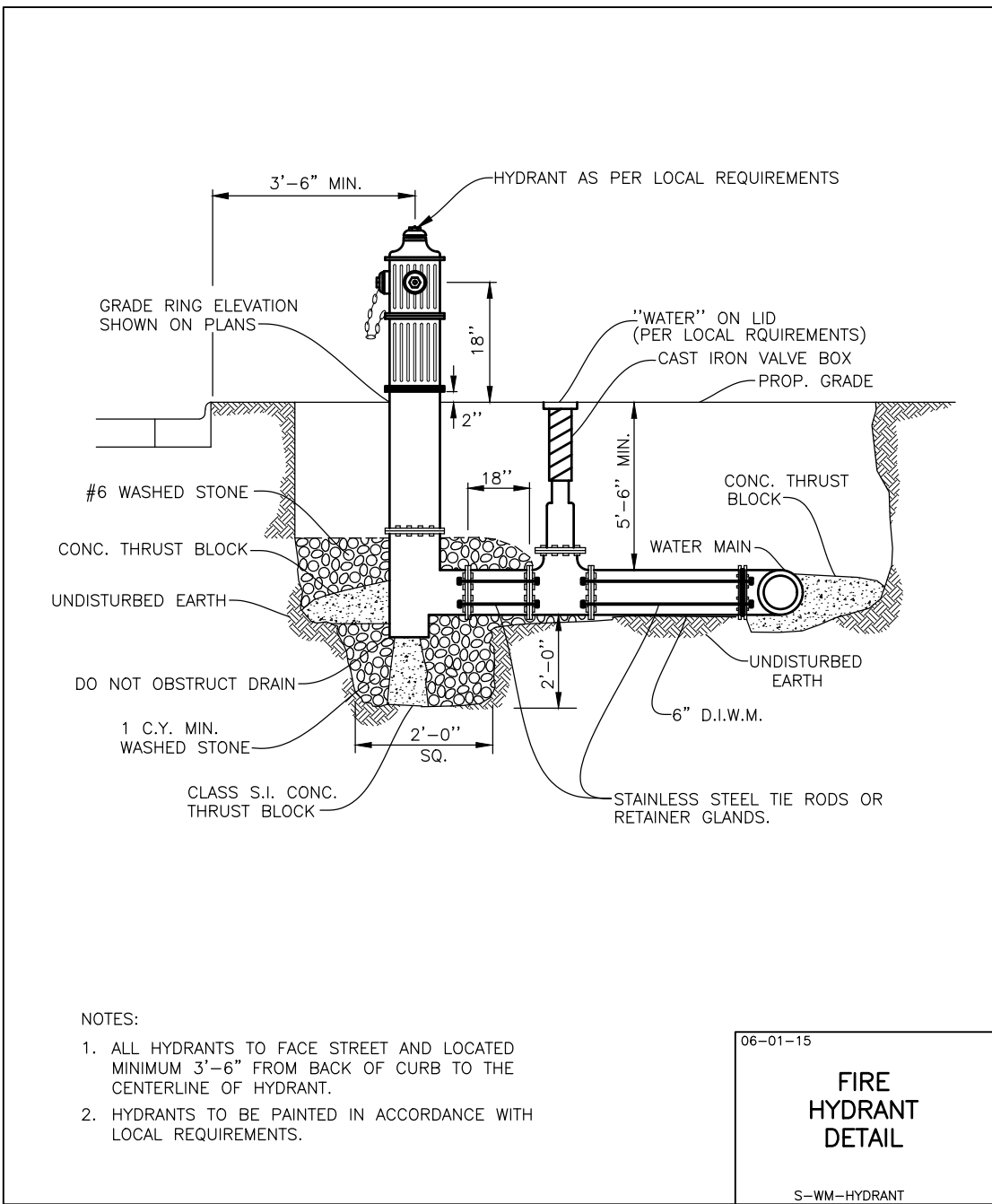
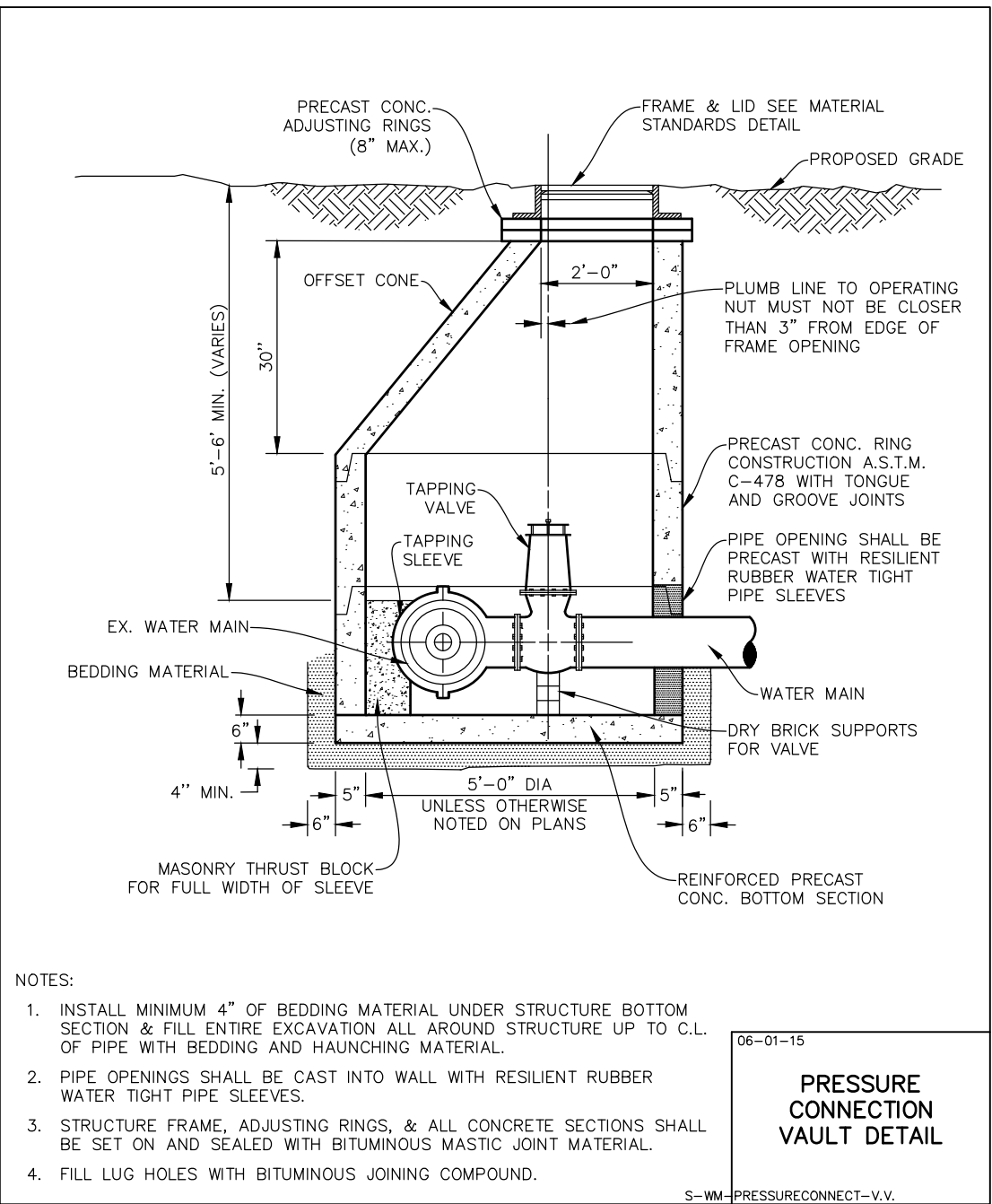
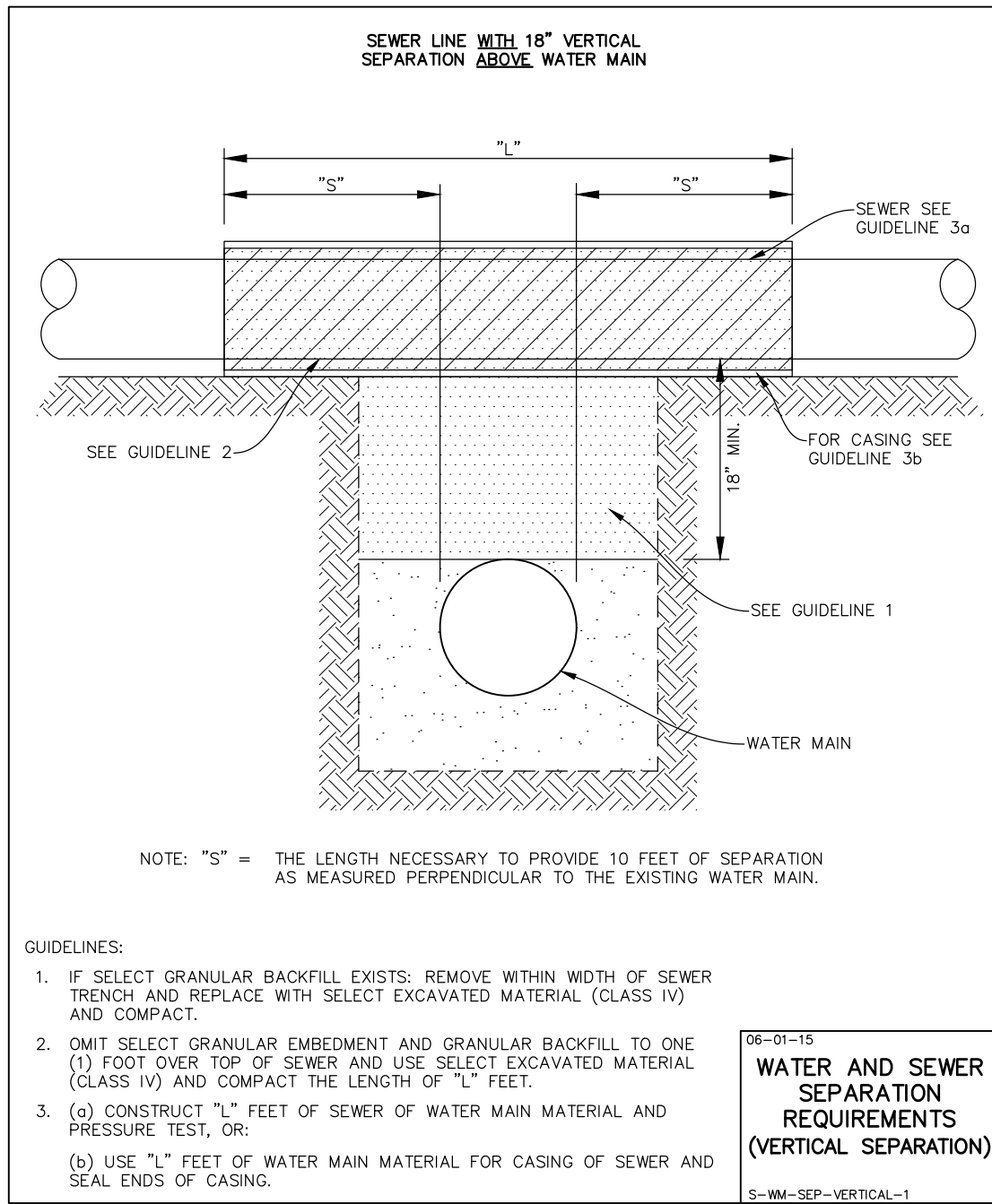
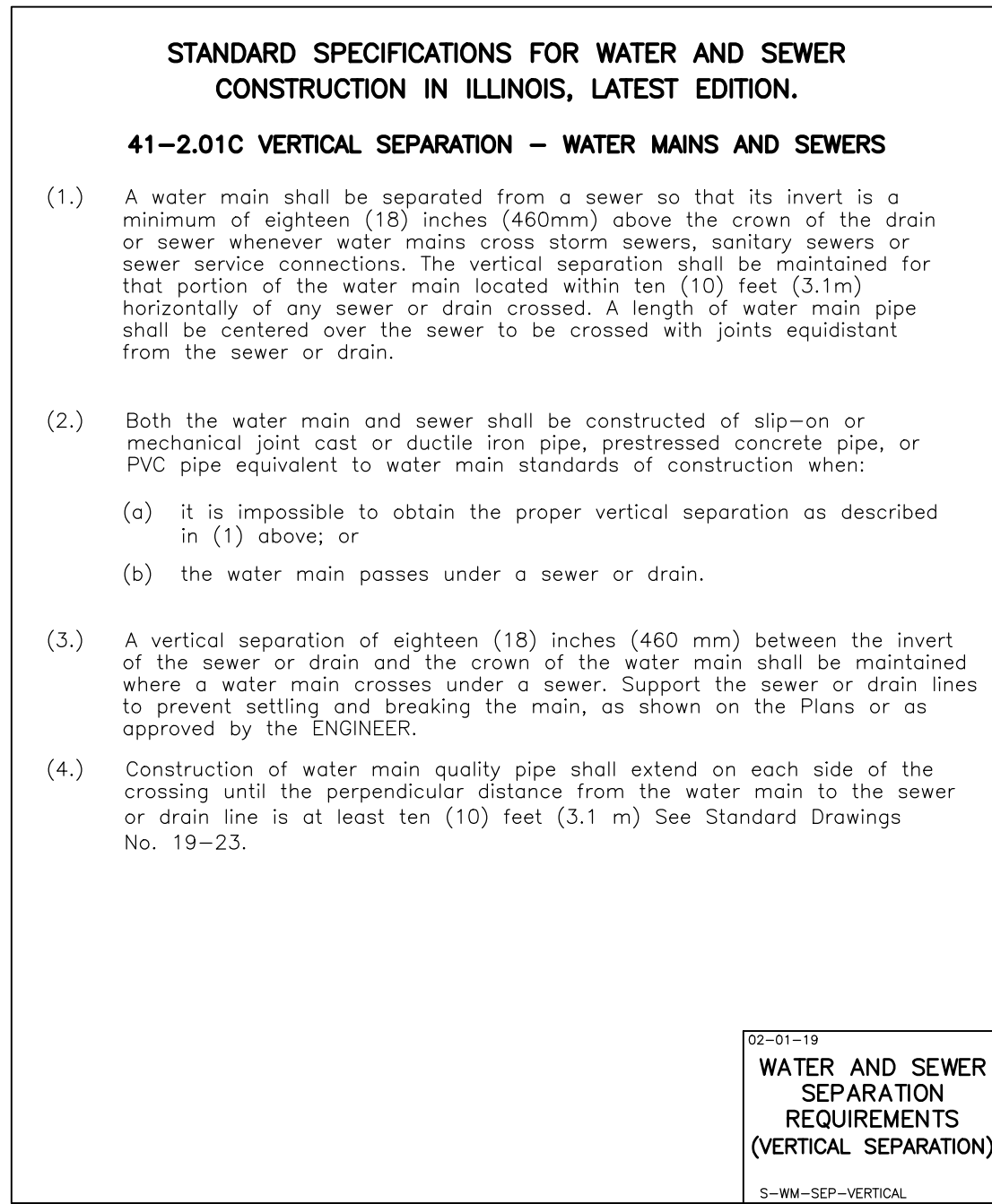
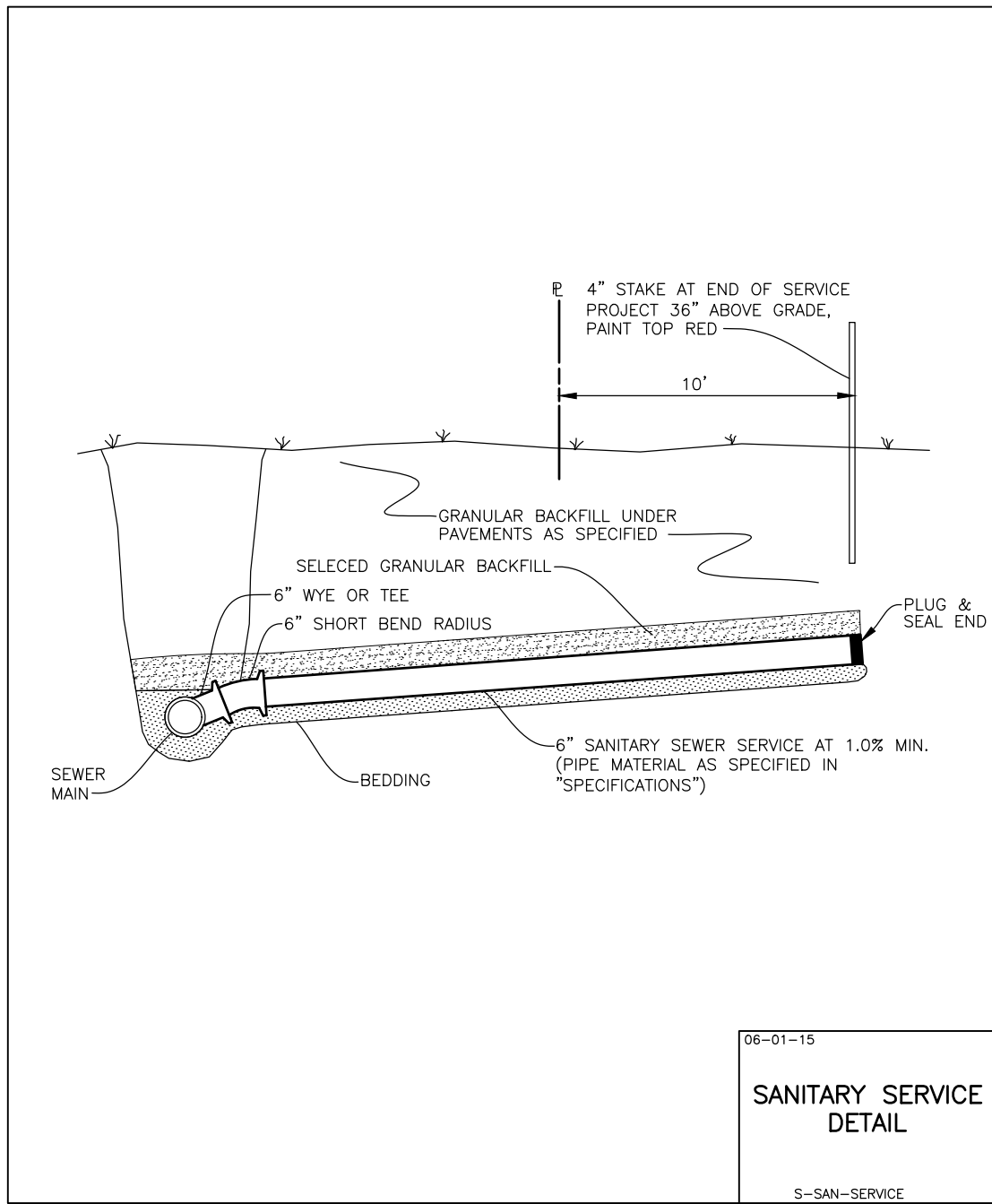
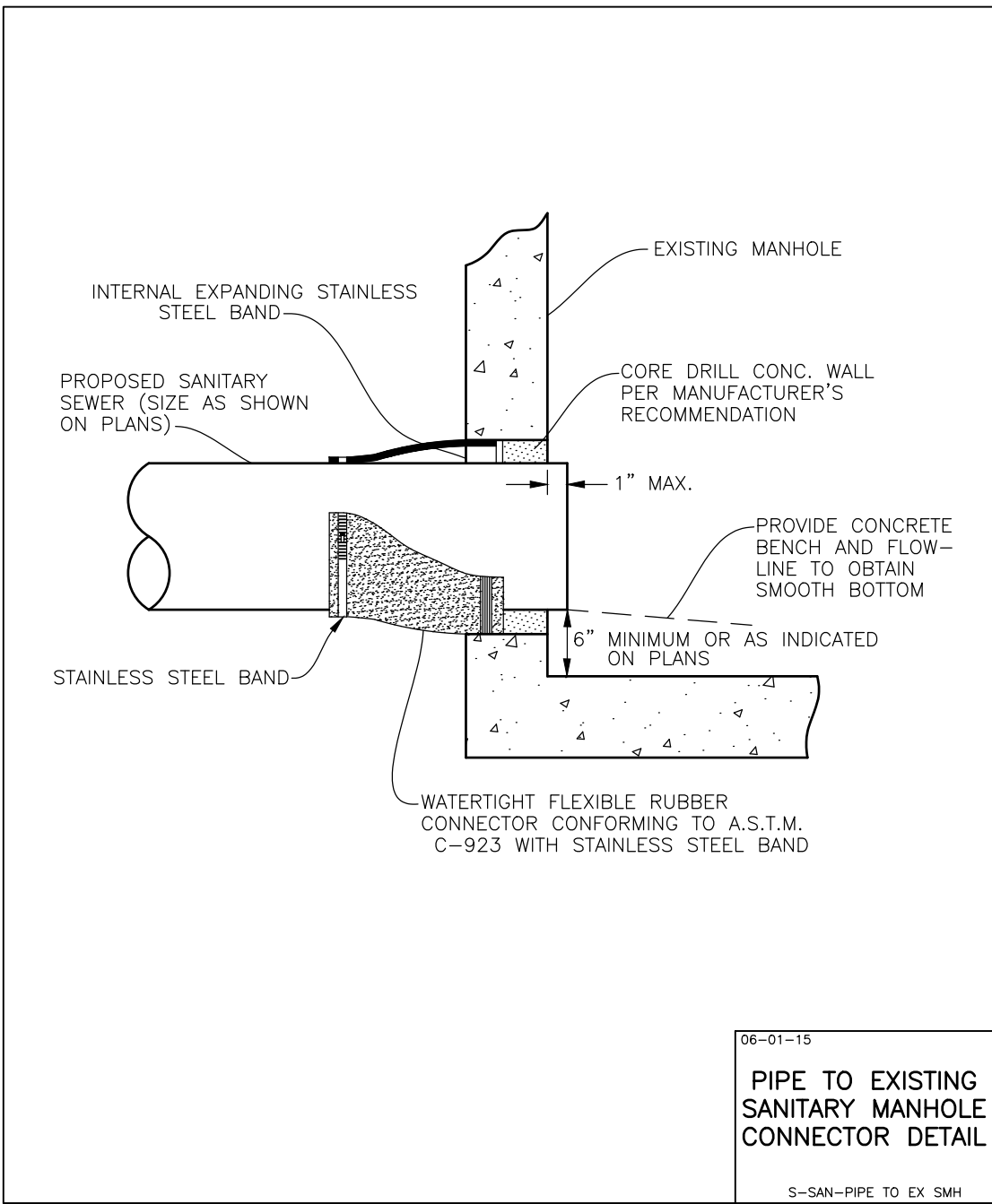
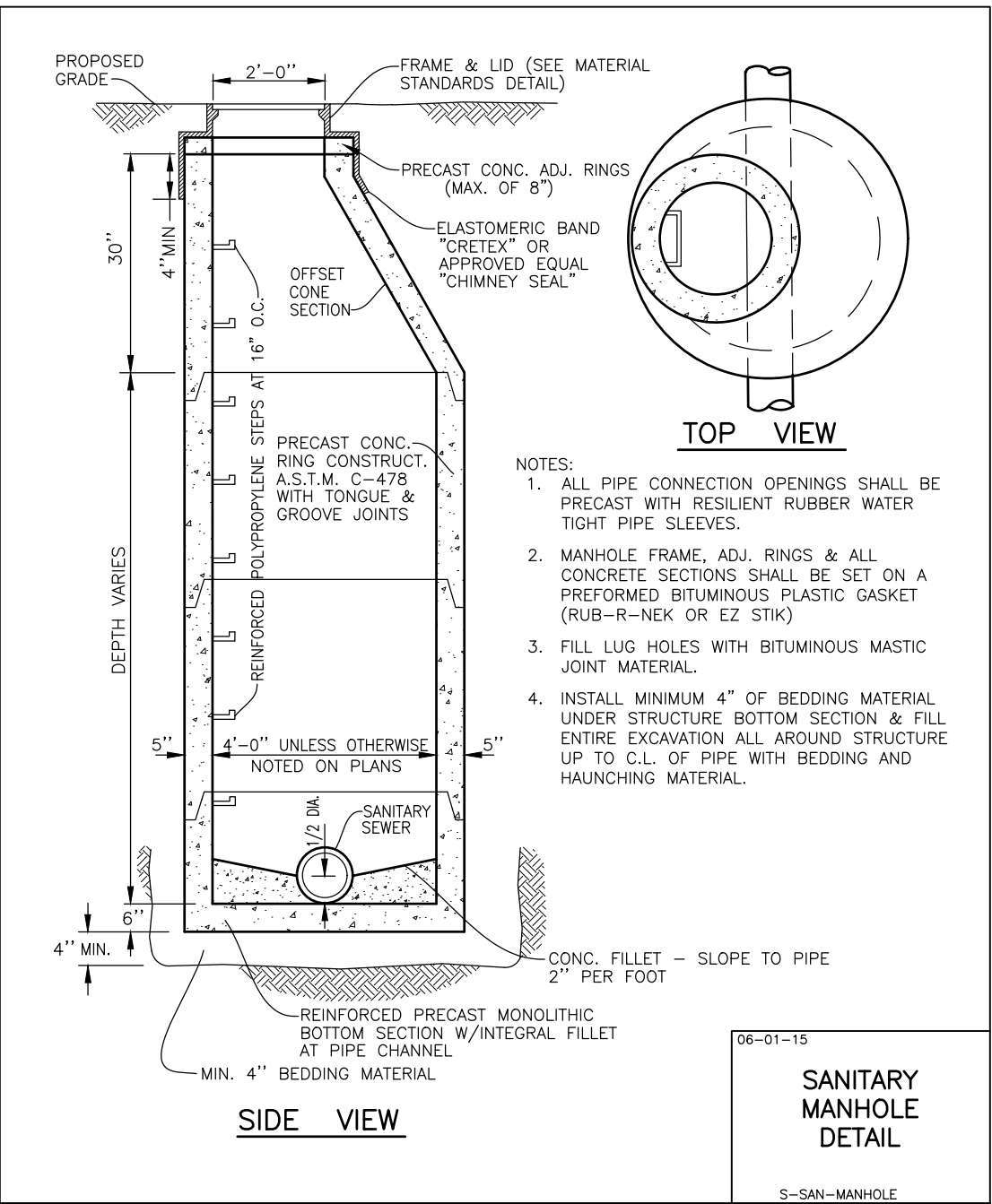
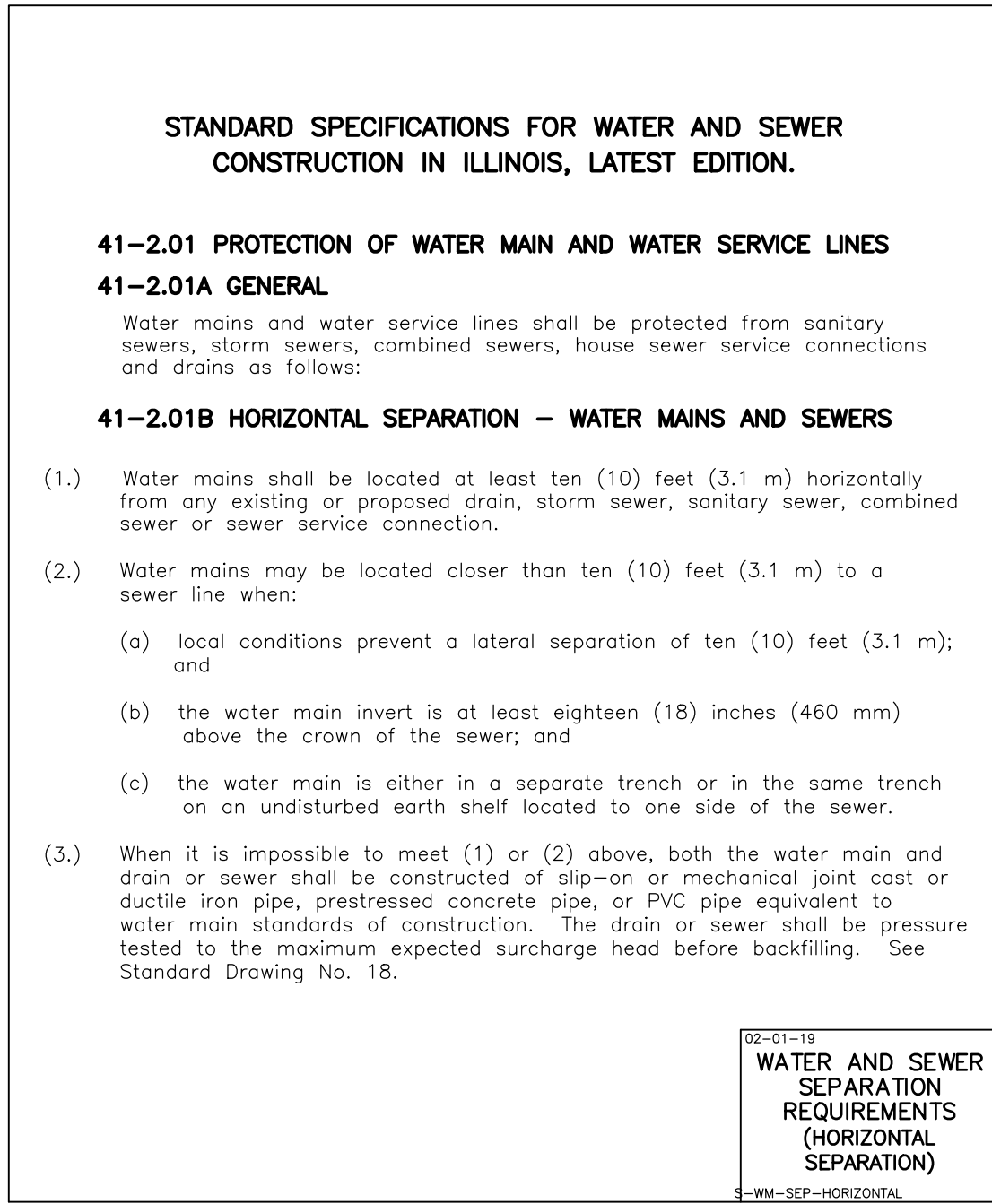
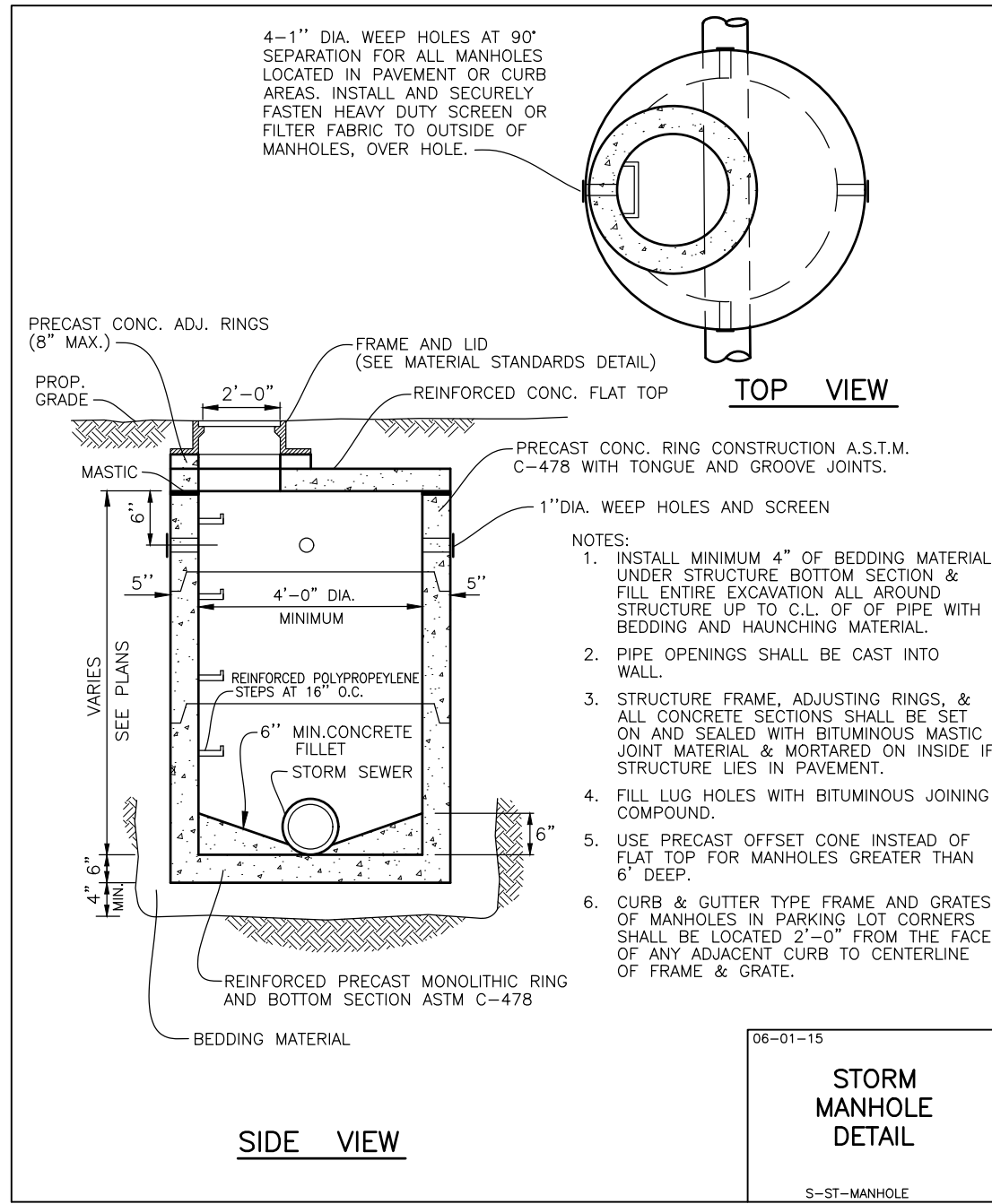
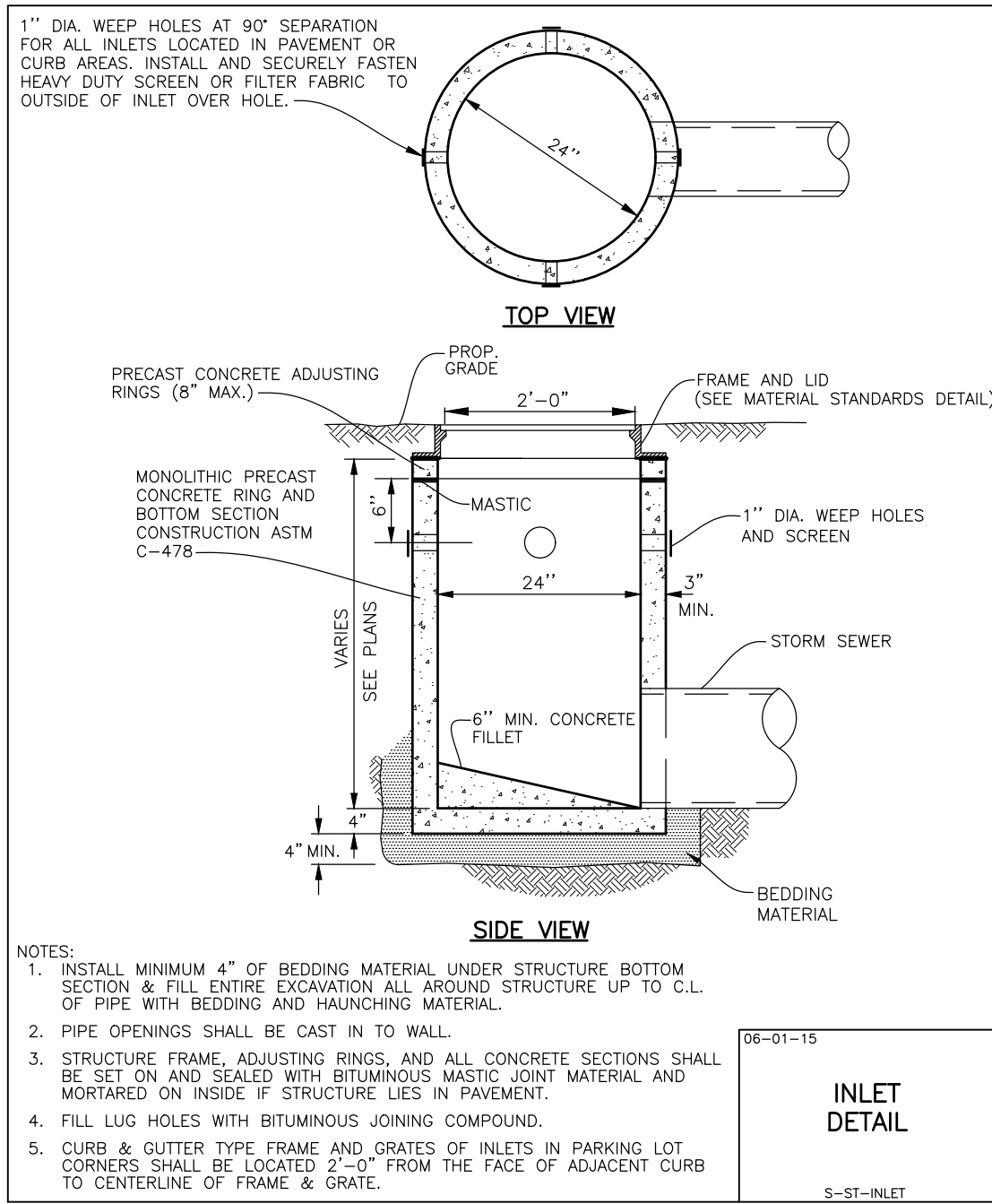
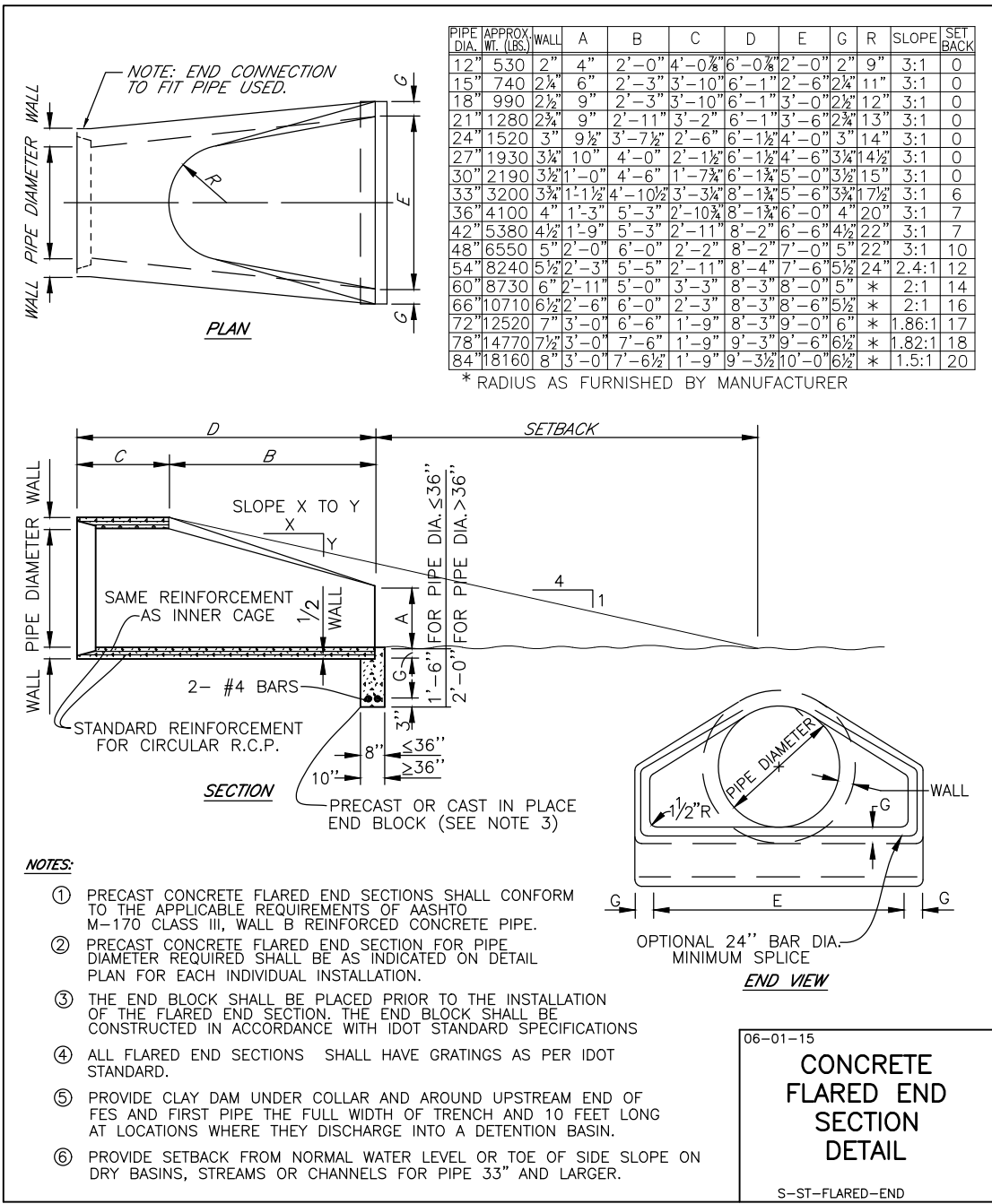
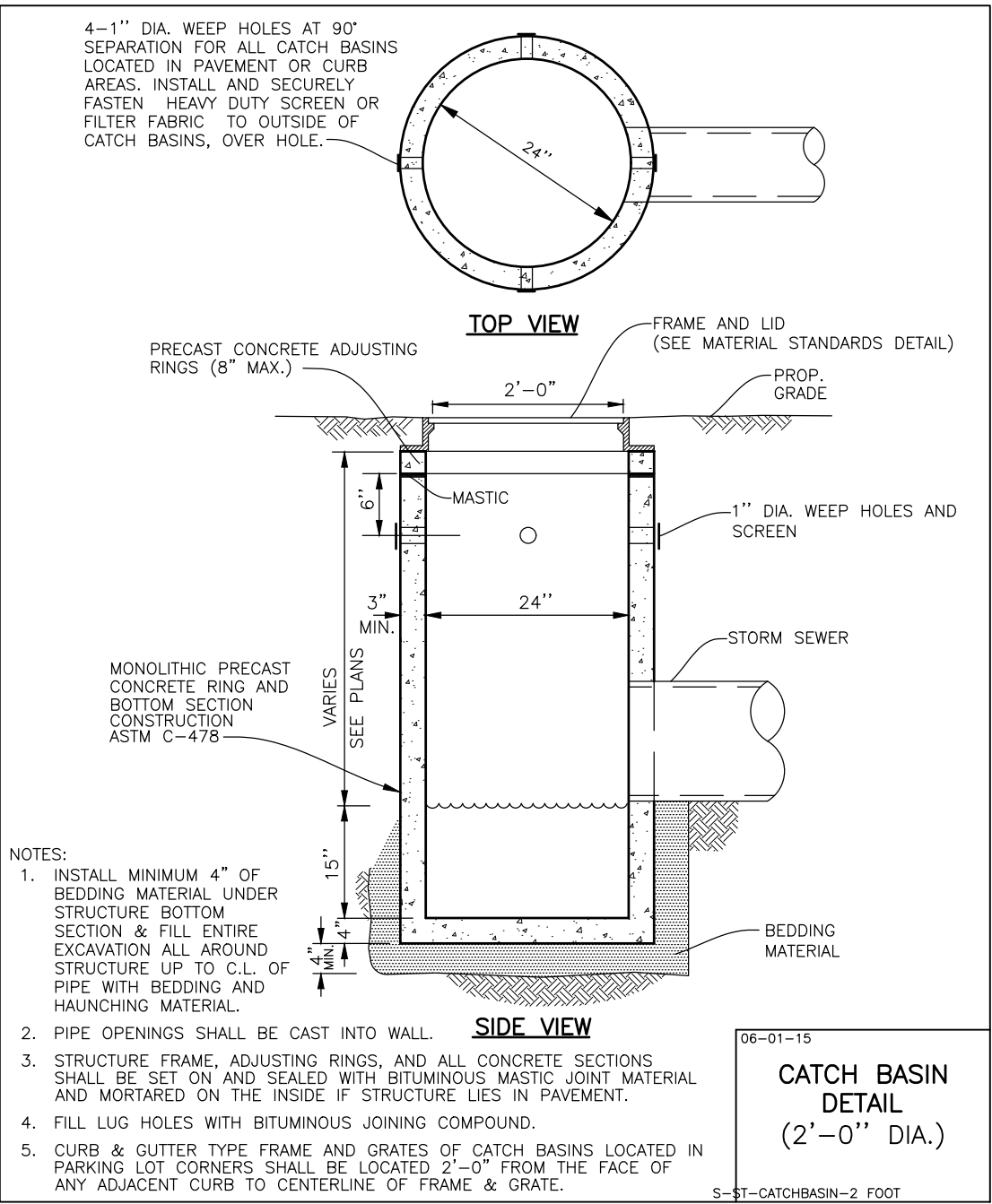
TINLEY PARK BUSINESS CENTER  
VILLAGE OF TINLEY PARK, ILLINOIS  
UTILITY PLAN - SOUTH

PROJ. MGR:	ZRS
PROJ. ASSOC.:	EAF
DRAWN BY:	3-31-21
DATE:	3-31-21
SCALE:	1"=50'
SHEET	16 OF 20
SCP.TIL01	

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**Manhard CONSULTING LTD.**

Geotechnical, Surveying, Planning, Engineering, Construction Management, Environmental Sciences, Landscape Architecture, Planning

1000 West 10th Street, Suite 100, Chicago, IL 60608

Phone: (773) 327-0099

Fax: (773) 327-0099

Website: www.manhardconsulting.com

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**TINLEY PARK BUSINESS CENTER**

**VILLAGE OF TINLEY PARK, ILLINOIS**

**CONSTRUCTION DETAILS**

PROJ. MGR.: ZRS

PROJ. ASSOC.: EAF

DRAWN BY: EAF

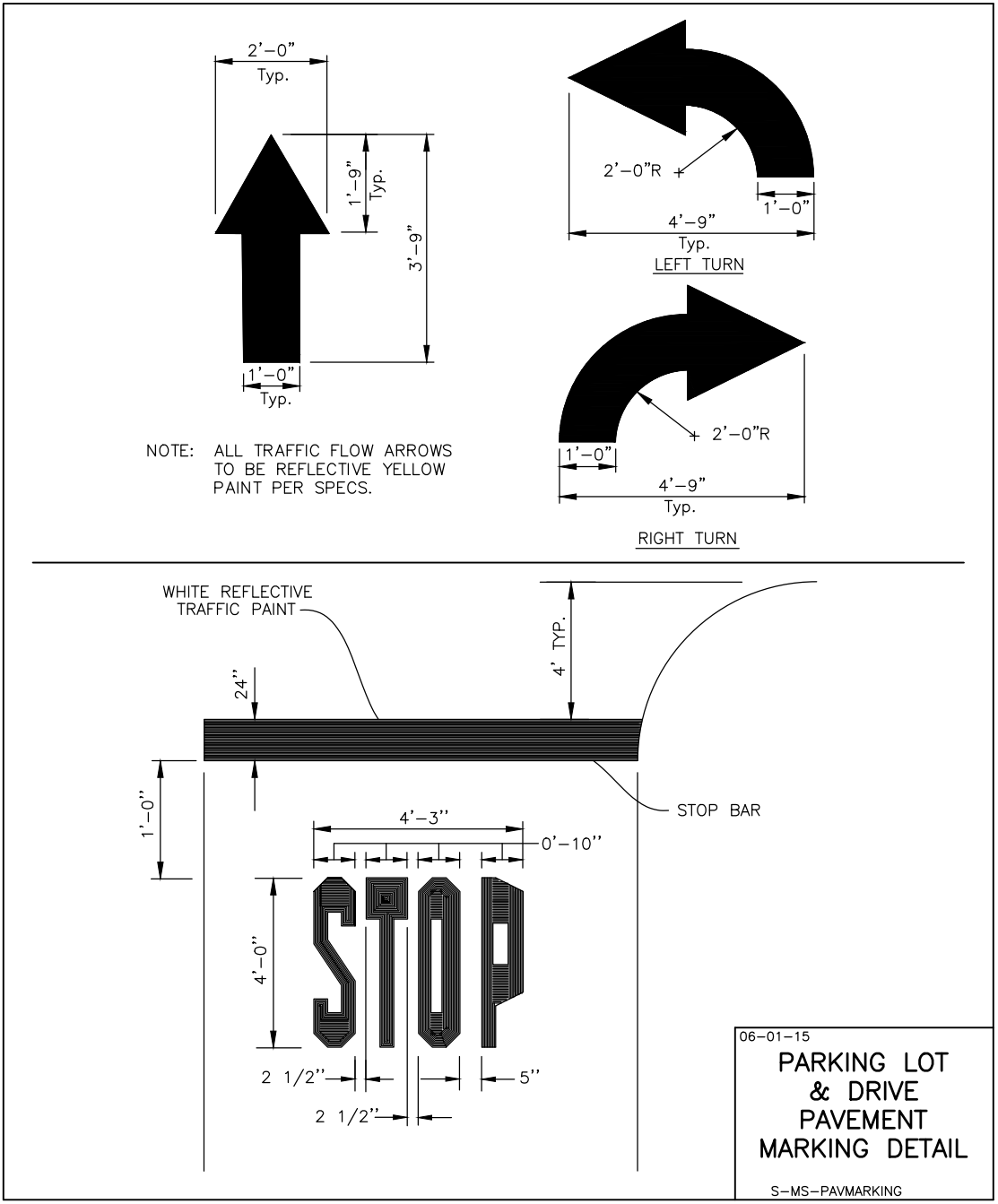
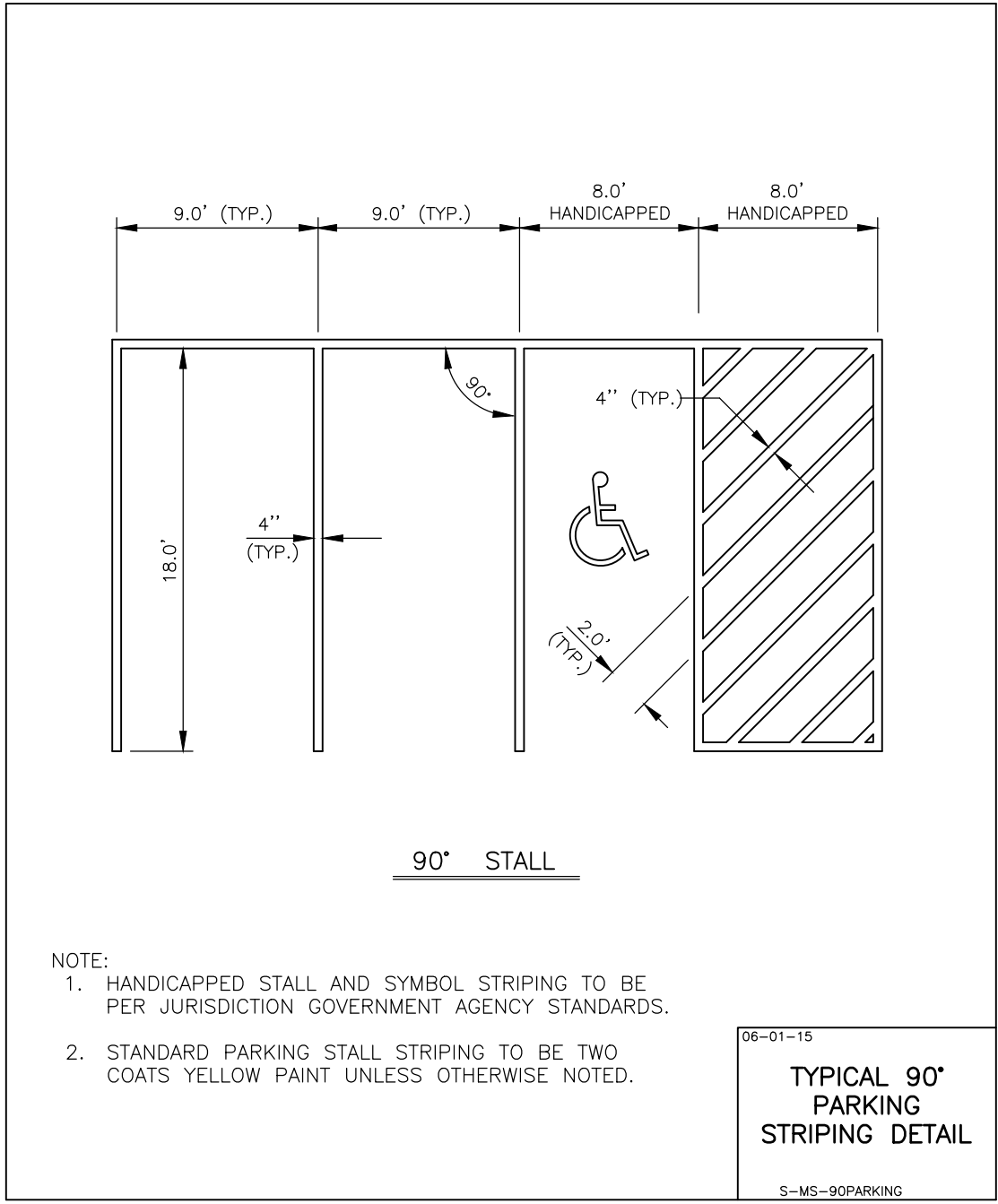
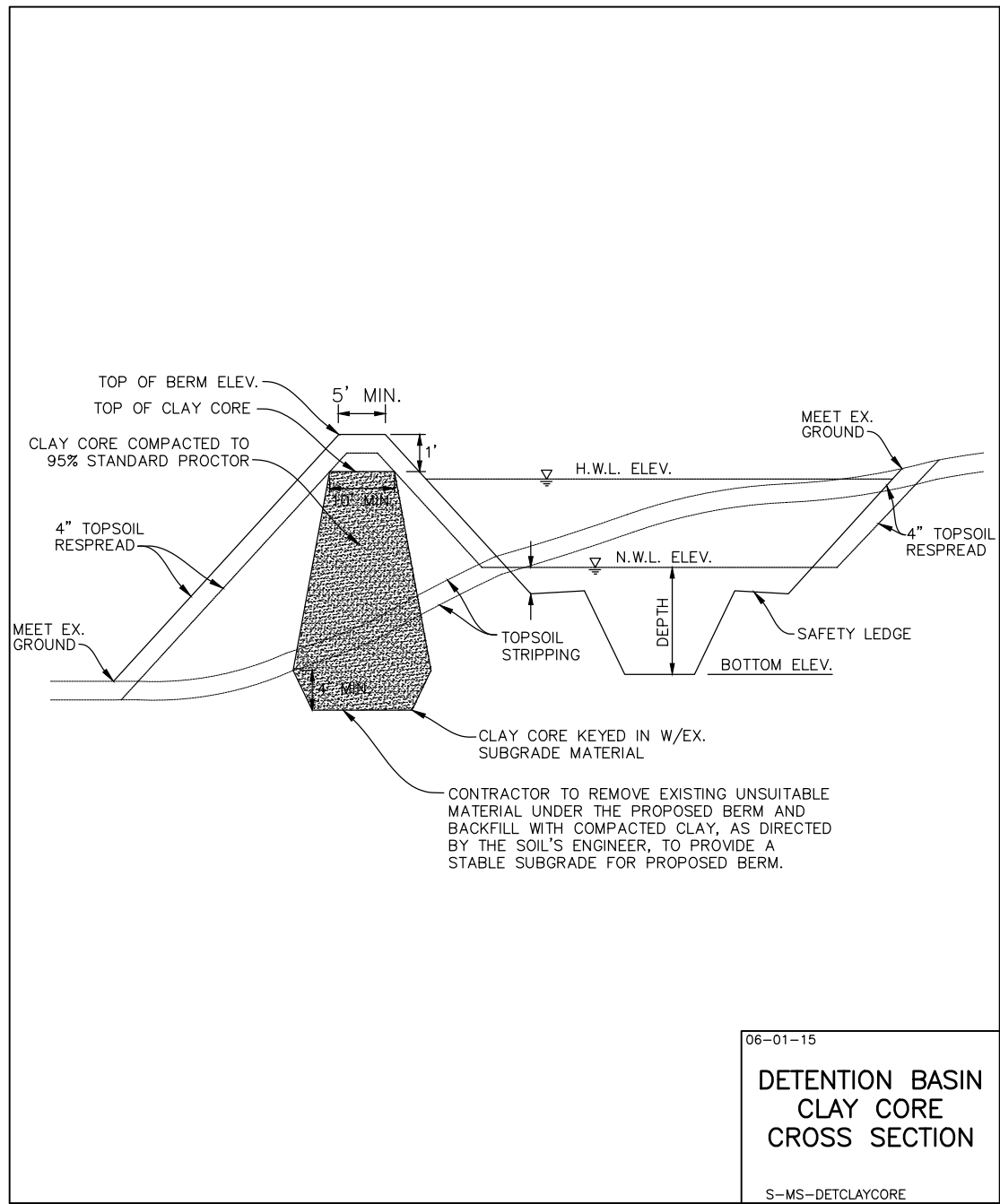
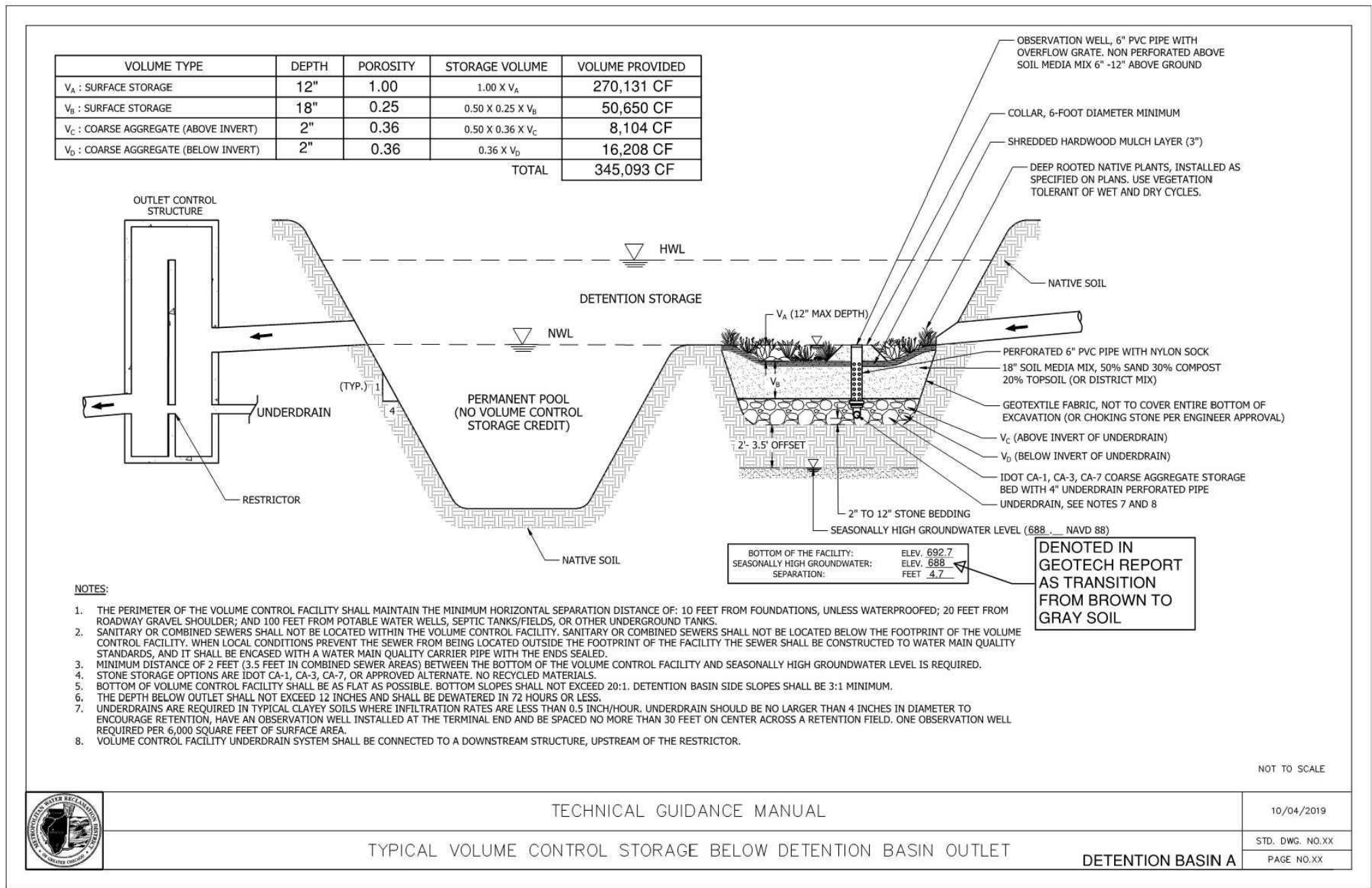
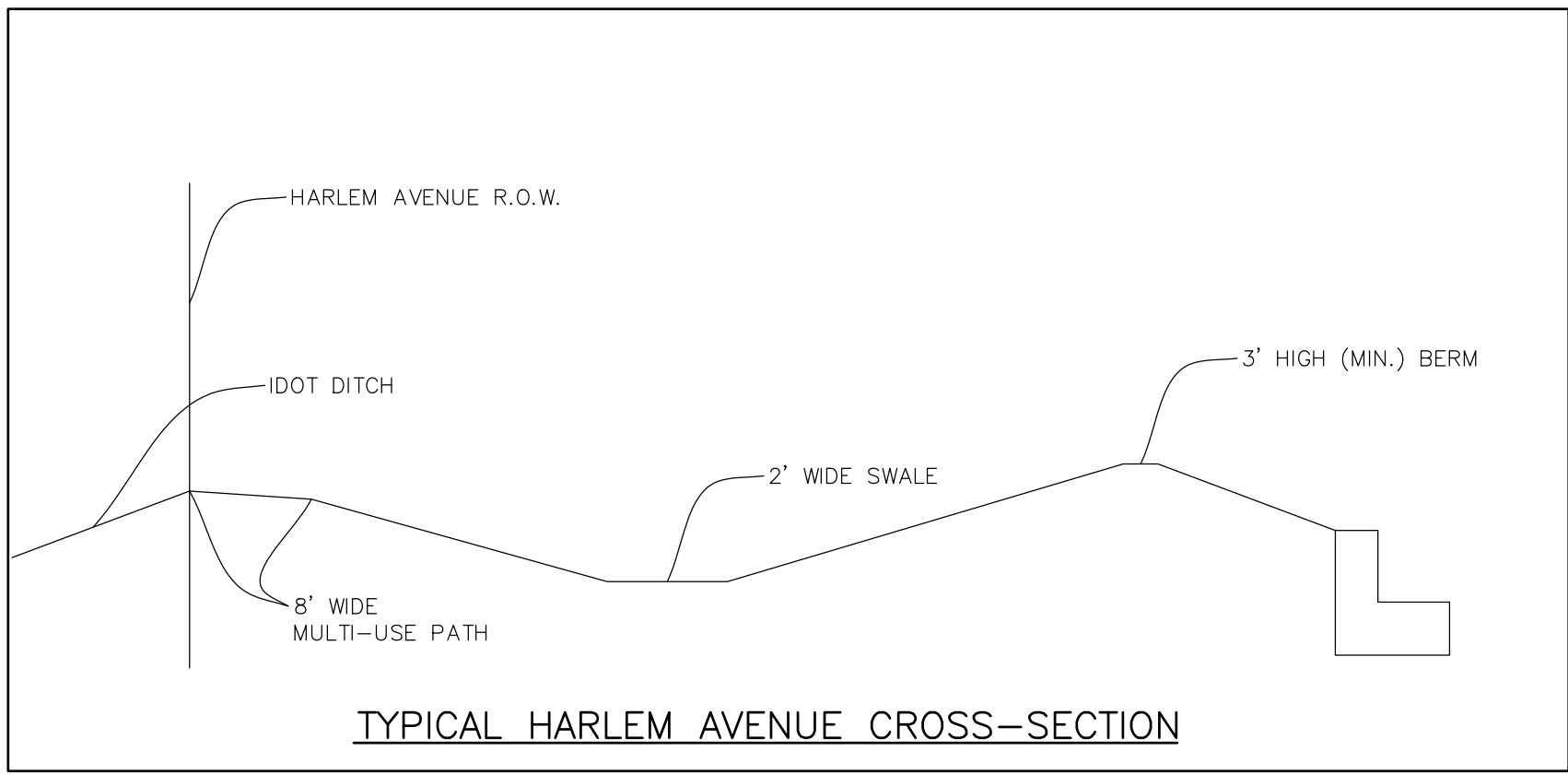
DATE: 3-31-21

SCALE: N.T.S.

**SHEET**

**18 OF 20**

SCP.T101

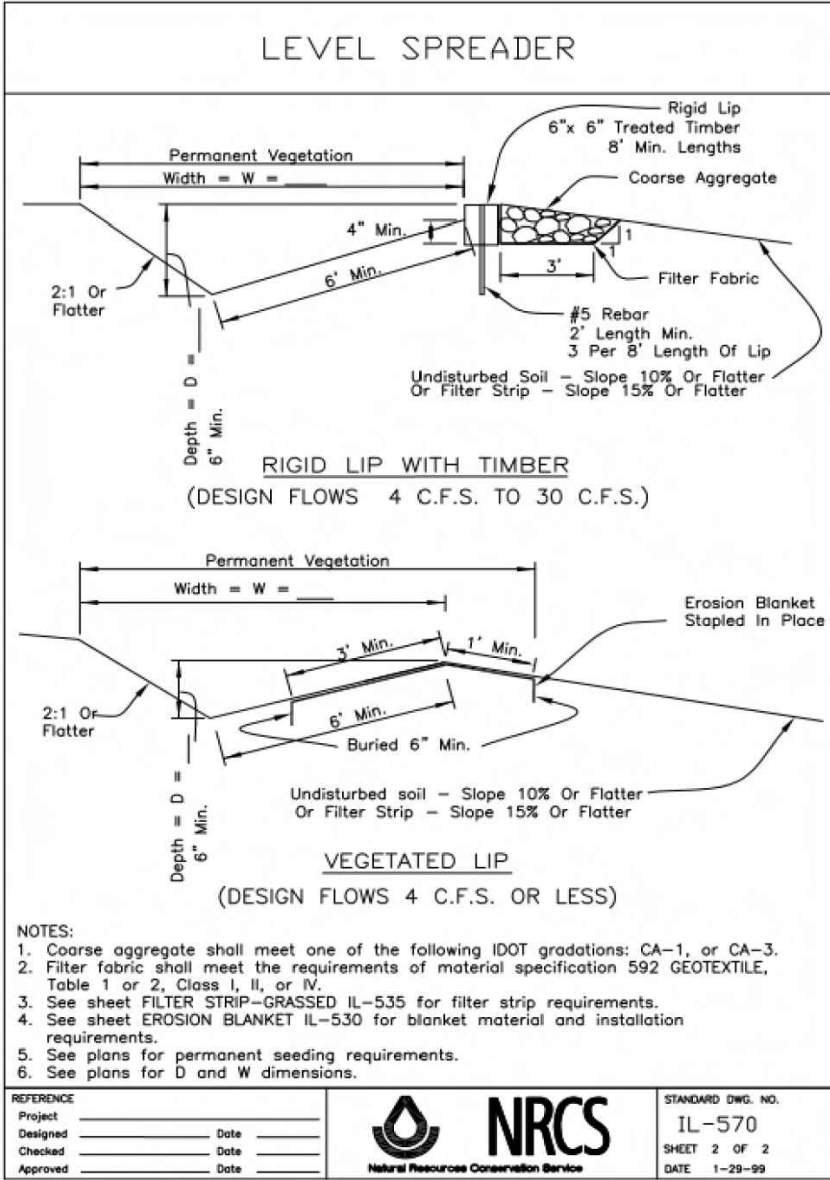
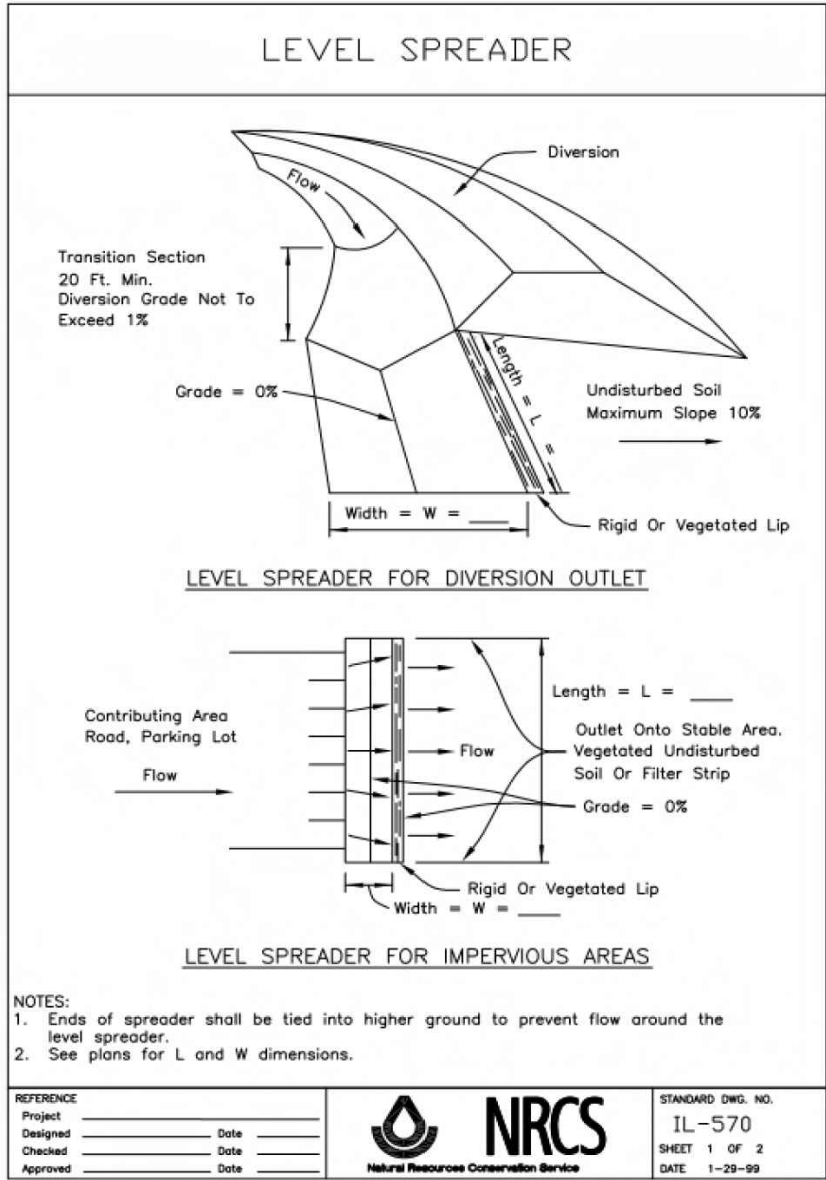


MATERIAL STANDARDS			
ITEM	BRAND	PRODUCT	
FIRE HYDRANTS (TRAFFIC MODEL)	MUELLER SUPER CENTURION WATEROUS PACER	A-423 WB-67	
GATE VALVES SPECIFY SIZE NON- RISING STEM, 2" NUT, M.J., OPEN LEFT	MUELLER (SIZE) AMERICAN FLOW CONTROL	A-2360-20L SERIES 2500	
VALVE BOXES 3 PIECE	EAST JORDAN TYLER/UNION	SCREW ADJUSTING EXTENSION TYPE	
CURB STOPS (SPECIFY SIZE)	MUELLER FORD	300 BALL VALVE BALL VALVE	
CORPORATION VALVE (SPECIFY SIZE)	MUELLER FORD	H-15000 FB600 (AWWA/CC THREAD)	
MANHOLE/CATCHBASINS/INLETS IN OPEN AREAS AND PAVEMENT (SELF-SEALING LID WITH PROPER UTILITY MARKINGS)	NEENAH  CLOSED LID	R-1772	
	OPEN LID *1 SWALES AND DITCHES	R-2502 C R-4340 B	
MANHOLE/CATCH BASINS/INLETS IN COMBINATION CURB & GUTTER (BICYCLE SAFE)	NEENAH ROLL/MOUNTABLE CURB B6-12 CURB	R-3501-D2A R-3281A *3281-AL	
WATER SERVICE SADDLES (ALL S.S. SADDLES SHALL BE DOUBLE STEEL; BRONZE, NYLON COATED OR STAINLESS STEEL)	MUELLER FORD SMITH-BLAIR 3/4" & 1"	DR25 # 39 303 # 317	
B-BOX (AT LEAST 1 1/4" TOP SECTION) ARCH PATTERN PLUG STYLE LID	FORD MUELLER	E42 CURB BOX	
*1 WHEREVER STORMWATER COULD POSSIBLY ENTER STORM STRUCTURE			

06-01-15

**MATERIAL  
STANDARDS**

S-MS-MATERIALSDNDS





06-01-16

## MANHARD CONSULTING, LTD. STANDARD SPECIFICATIONS

### GENERAL CONDITIONS

CONTRACTOR acknowledges and agrees that the use and reliance of these Plans and Specifications is sufficient consideration for CONTRACTOR'S covenants stated herein.

### DEFINITION OF TERMS

- "CLIENT" shall mean \_\_\_\_\_, which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare Civil Engineering Plans and SPECIFICATIONS.
- "ENGINEER" shall mean Manhard Consulting, Ltd., a Civil Engineering consultant on the subject project.
- "PLANS and SPECIFICATIONS" shall mean the Civil Engineering Plans and SPECIFICATIONS prepared by the ENGINEER, which may be a part of the contract documents for the subject project.
- "CONTRACTOR" shall mean any person or entity performing any work described in the PLANS and SPECIFICATIONS.
- "JURISDICTIONAL GOVERNMENTAL ENTITY" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project.

### INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the PLANS and SPECIFICATIONS is to set forth certain requirements of performance, type of equipment and structures, and standards of materials and construction. They may also identify labor and materials, equipment and transportation necessary for the proper execution of the work but are not intended to be infinitely determined so as to include minor items obviously required as part of the work. The PLANS and SPECIFICATIONS require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omissions of specific references to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the SPECIFICATIONS shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

### INTERPRETATION OF PLANS AND SPECIFICATIONS

- The CLIENT and/or CONTRACTOR shall promptly report any errors or ambiguities in the PLANS and SPECIFICATIONS to the ENGINEER. Questions as to meaning of PLANS and SPECIFICATIONS shall be interpreted by the ENGINEER, whose decision shall be final and binding on all parties concerned.
- The ENGINEER will provide the CLIENT with such information as may be required to show revised or additional details of construction.
- Should any discrepancies or conflicts on the PLANS or SPECIFICATIONS be discovered either prior to or after award of the contract, the ENGINEER'S attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the CLIENT nor the CONTRACTOR may take advantage of any error or omissions in the PLANS and SPECIFICATIONS. The ENGINEER will provide information when errors or omissions are discovered.

### GOVERNING BODIES

All works herein proposed shall be completed in accordance with all requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these SPECIFICATIONS. If a discrepancy is noted between the PLANS and SPECIFICATIONS and requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, the CLIENT and/or the CONTRACTOR shall immediately notify the ENGINEER in writing.

### LOCATION OF UNDERGROUND FACILITIES AND UTILITIES

When the PLANS and SPECIFICATIONS include information pertaining to the location of existing underground facilities and utilities (including but not limited to water mains, sanitary sewers, storm sewers, electric, telephone, gas and cable TV lines), such information represents only the opinion of the ENGINEER as to the approximate location and elevation of such facilities and utilities. At the locations wherein detailed positions of these facilities and utilities become necessary for the new construction, including all points of connection, the CONTRACTOR shall furnish all labor and tools to verify or definitely establish the horizontal location, elevation, size and material (if appropriate) of the facilities and utilities. The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to construction if any discrepancies in existing utility information or conflicts with existing utilities exist. The ENGINEER assumes no responsibility whatever with respect to the sufficiency or accuracy of the information shown on the PLANS and SPECIFICATIONS relative to the location of underground facilities and utilities, nor the manner in which they are removed or adjusted.

It shall be the CONTRACTOR'S responsibility prior to construction, to notify all Utility Companies of the intent to begin construction and to verify the actual location of all such facilities and utilities. The CONTRACTOR shall also obtain from the respective Utility Companies the working schedules for removing or adjusting these facilities.

### UNSATURABLE SOILS

The PLANS have been prepared by the ENGINEER based on the assumption that all soils on the project are suitable to support the proposed improvements shown. The CLIENT or CONTRACTOR shall immediately notify the ENGINEER if he discovers or encounters an obstruction that prevents the installation of the improvement according to the line and grades shown on the PLANS.

### PROTECTION OF TREES

All trees that are not to be removed shall be protected from damage. Trees shall not be removed unless requested to do so in writing by the CLIENT.

### NOTIFICATION OF OWNERS OF FACILITIES AND UTILITIES

The CONTRACTOR shall notify all applicable Jurisdictional Governmental Entities and utility companies, i.e., water, sewer, electric, telephone, gas and cable TV prior to beginning any construction so that said entity or company can establish the location and elevation of underground pipes, conduits or cables adjoining or crossing proposed construction.

### TRAFFIC CONTROL

The CONTRACTOR shall provide when required by any JURISDICTIONAL GOVERNMENTAL ENTITY, all signs, equipment, and personnel necessary to provide for safe and efficient traffic flow in all areas where the work will interrupt, interfere or cause to change in any form, the conditions of traffic flow that existed prior to the commencement of any portions of the work. The CLIENT may, at his discretion, require the CONTRACTOR to furnish traffic control under these or other circumstances where in his opinion it is necessary for the protection of life and property. Emergency vehicle access shall be maintained at all times. Unless authorized by the CLIENT or CLIENT'S construction representative, no existing access points shall be maintained at all times by the CONTRACTOR. The need for traffic control shall be anticipated by the CLIENT.

### WORK AREA

The CONTRACTOR, his agents and employees and their employees and all equipment, machinery and vehicles shall confine their work within the boundaries of the project or work area specified by the CLIENT. The CONTRACTOR shall be solely liable for damage caused by him or his agents and employees and their equipment, machinery and vehicles on adjacent property or areas outside designated work areas.

### UTILITY POLES

It shall be the responsibility of the CONTRACTOR to arrange for the relocation or bracing of existing utility poles that may be within the working limits of this contract. It is expressly understood that all work and costs connected with the maintenance of these utility poles, their temporary relocations, etc., shall be the responsibility of the CLIENT or the CONTRACTOR.

### RESTORATION

It is the intent of these SPECIFICATIONS that clean-up and final restoration shall be performed immediately upon completion of each phase of the work, both inside and outside the Project, or when so directed by the CLIENT it shall be restored as nearly as possible to their original condition or better, and shall include but not be limited to, restoration of maintained lawns and rights-of-way, roadways, driveways, sidewalks, ditches, bushes, hedges, trees, shrubs, fences, mailboxes, sewers, drain tiles, water mains, etc.

### CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified.

### ROAD CLEANING

The CONTRACTOR shall maintain roadways adjoining the project site free from mud and debris at all times. If mud and/or debris is carried onto the roadways from vehicles entering onto the highway from either the CONTRACTOR'S trucks, his employees' vehicles, or his material suppliers, the CONTRACTOR shall immediately remove said mud and/or debris.

### SAFETY AND PROTECTION

The CONTRACTOR shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR'S duties and responsibilities for safety and for protection of the work shall continue until such time as all work is completed and the CLIENT has notified CONTRACTOR that the work is acceptable. The duties of the ENGINEER do not include the provision of the adequacy of either the CONTRACTOR'S or the general public's safety in, on, or near the construction site.

### HOLD HARMLESS

To the fullest extent permitted by law, any CONTRACTOR, material supplier or other entity by use of these plans and specifications hereby waives any right of contribution and agrees to indemnify, defend, save and hold harmless the CLIENT and ENGINEER and its agents, employees and consultants from and against all manner of claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of, resulting from or in connection with the performance of any work, pursuant to or with respect to these plans and specifications. However, this indemnity shall not be construed to indemnify ENGINEER, its consultants, agents or employees against its own negligence.

Claims, damages, losses and expenses as these words are used in the Agreement shall mean and include, but not be limited to: (1) injury or damage occurring by reason of the failure of or use or misuse of any tool, riggings, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by any party, including any contractor; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity; (3) costs for time expended by the indemnified party and its employees, at its usual rates plus costs of travel, long distance telephone and reproduction of documents and (4) consequential damages.

In any and all claims against the CLIENT or ENGINEER or any of their agents or employees and consultants by any party, including any employee of the CONTRACTOR or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts or any insurance maintained by CONTRACTOR or any Subcontractor or any other party.

### INSURANCE

Any party using or relying on these plans, including any contractor, material supplier, or other entity shall obtain, (prior to commencing any work) general public liability insurance insuring against all damages and claims for any bodily injuries, death or property damage arising out of any work, including the construction work provided for in these plans, and shall name the CLIENT and ENGINEER and its consultants, agents and representatives as additional insureds under such insurance policy provided that any party using or relying on these plans having obligations to maintain specific insurance by reason of any agreement with CLIENT or any CONTRACTOR or ENGINEER shall provide evidence and certificates of insurance as required by such contract or agreement. Such insurance must contain a clause stating that the insurance is primary coverage for ENGINEER and ENGINEER'S other applicable coverage is considered secondary. Such insurance shall not limit any liability of any party providing work or services or providing materials.

### THIRD PARTY BENEFICIARY

Manhard Consulting, Ltd., the ENGINEER, is intended to be a third party beneficiary of this writing agreement and requirement. Note: These Specifications are for Northern Illinois.

## DETAILED SPECIFICATIONS

### I. DEMOLITION

The CONTRACTOR shall coordinate with respective utility companies prior to the removal and/or relocation of utilities. The CONTRACTOR shall coordinate with the utility company concerning portions of work which may be performed by the Utility Company's forces and any fees which are to be paid to the utility company for their services. The CONTRACTOR is responsible for paying for all fees and charges.

Should removal and/or relocation activities damage features indicated to remain, the CONTRACTOR shall provide new materials/structures in accordance with the contract documents. Except for materials designed to be relocated on this plan, all other construction materials shall be new.

Prior to demolition occurring, all erosion control devices are to be installed.

All existing utility lines and conduits located under proposed buildings shall be removed and properly backfilled. All utility lines and conduits located under roads, on-site roads, parking lots or sidewalks shall be filled with a flowable backfill and plugged. All existing structures shall be removed. All existing utility lines located under landscape areas shall be left in place and plugged at all structures.

The CONTRACTOR is responsible for demolition, removal and disposal (in a location approved by all JURISDICTIONAL GOVERNING ENTITIES) of all structures, pads, walls, fumes, foundations, road, parking lots, drives, drainage structures, utilities, etc., such that the improvements shown on these plans can be constructed. All demolition work shall be in accordance with all applicable federal, state and local requirements. All facilities to be removed shall be undercut to suitable material and brought to grade with suitable compacted fill material per the specifications.

The CONTRACTOR is responsible for obtaining all permits required for demolition and disposal.

Electrical, telephone, cable, water, fiber optic cable and gas lines needing to be removed shall be coordinated by the CONTRACTOR with the affected utility company. CONTRACTOR must protect the public at all times with fencing, barriers, enclosures, and other appropriate best management practices.

Continuous access shall be maintained for surrounding properties at all times during demolition.

All fire access lanes within the project area shall remain in service, clear of debris, and accessible for use by emergency vehicles.

The CONTRACTOR shall coordinate water main work with the Fire Department and the JURISDICTIONAL GOVERNING ENTITY to plan the proposed improvements and to ensure adequate fire protection is available to the facility and site throughout this specific work and through all phases of construction. CONTRACTOR shall be responsible for any required water main shut offs with the JURISDICTIONAL GOVERNING ENTITY during construction. Any costs associated with water main shut offs will be the responsibility of the CONTRACTOR and no extra compensation will be provided.

CONTRACTOR shall maintain all existing parking areas, sidewalks, drives, etc. clear and free from any construction activity and/or material to ensure easy and safe pedestrian and vehicular traffic to and from the site. CONTRACTOR shall coordinate/phase all construction activity within proximity of the building and utility interruptions with the facility manager to minimize disturbance and inconvenience to facility operations.

CONTRACTOR may limit saw-cut and pavement removal to only those areas where it is required as shown on these construction plans, however if any damage is incurred on any of the surrounding pavement, etc., the CONTRACTOR shall be responsible for ITS removal and repair.

Any existing wells encountered shall be exposed and sealed 3' below proposed finish grade by the CONTRACTOR in accordance with Section 920.120 (latest edition) of the Illinois Water Code, Department of Public Health, and all applicable local rules and regulations. CONTRACTOR is responsible for obtaining all permits required by JURISDICTIONAL GOVERNMENTAL ENTITIES for abandoning existing wells.

Any existing septic tanks and grease traps encountered shall have all liquids and solids removed and disposed of by a licensed commercial hauler in accordance with JURISDICTIONAL GOVERNING ENTITY regulations, and the tank and grease traps shall then be filled with suitable materials or removed from the site and disposed of by the CONTRACTOR. Voids left by any item removed under any proposed building, pavement, walk, etc. or within 24" thereof shall be filled and compacted with suitable materials by the CONTRACTOR.

The CONTRACTOR shall be responsible for the disconnection of utility services to the existing buildings prior to demolition of the buildings.

Any material containing asbestos found within existing structures shall be removed from the site and disposed of off-site by the CONTRACTOR in accordance with County, State and Federal regulations for asbestos abatement and disposal.

CONTRACTOR shall develop and implement a daily program of dust control and shall submit and obtain JURISDICTIONAL GOVERNING ENTITY approval of dust control procedures prior to demolition of any structures. Modification of dust control procedures shall be performed by the CONTRACTOR to the satisfaction of the JURISDICTIONAL GOVERNING ENTITY as requested.

The CONTRACTOR shall coordinate all demolition with the JURISDICTIONAL GOVERNING ENTITY and CLIENT to ensure protection and maintenance of sanitary sewer and water utilities as necessary and to provide stormwater conveyance until new facilities are constructed, tested and placed into operation.

The locations of all existing utilities shown on this plan have been determined from the best information available and are given for the convenience of the CONTRACTOR and are not to be interpreted as the exact location, or as the only obstacles that may occur on the site. The ENGINEER assumes no responsibility for their accuracy. Prior to the start of any demolition activity, the CONTRACTOR shall notify the utility companies for location of existing utilities and shall verify existing conditions and proceed with caution around any anticipated features.

The CONTRACTOR is responsible for removing the existing irrigation system in the areas of proposed improvements. The contractor shall cap the existing irrigation system to remain such that the remaining system shall continue to function properly.

The parking lot shall be completed in sections such that it does not interrupt the facility operations. The CONTRACTOR shall coordinate with the construction manager for work to be performed.

## II. EARTHWORK

### STANDARDS

This work shall be completed in conformance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition except as modified below.

### SOIL BORING DATA

Copies of results of soil boring and reports, if such borings were taken by the CLIENT in the vicinity of the proposed construction site, should be made available by the CLIENT to the CONTRACTOR. These borings are presented for whatever purpose the CONTRACTOR chooses to make of them. The ENGINEER makes no representation or warranty regarding the number, location, spacing or depth of borings taken, nor of the accuracy or reliability of the information given in the results thereof.

Further, the ENGINEER does not assume responsibility for the possibility that during construction, the soil and groundwater condition may be different than indicated. Neither does the ENGINEER assume responsibility for variations of soil and groundwater at location between borings. The CONTRACTOR is required to make its own borings, explorations and observations to determine soil and groundwater conditions.

### EARTHWORK CALCULATIONS AND CROSS SECTIONS

The CONTRACTOR understands that any earthwork calculations, quantities or cross sections that have been furnished by the ENGINEER are for information only and are provided without any guarantee by the CLIENT or ENGINEER whatsoever as to their sufficiency or accuracy. CONTRACTOR warrants that he has performed his own subsurface investigations as necessary and his own calculations and cross sections to determine site soil conditions and earthwork volumes. The ENGINEER makes no representation or guarantee regarding earthwork quantities or that the earthwork for this project will balance due to the varying field conditions, changing soil types, allowable construction tolerances and construction methods that are beyond the control of the ENGINEER.

### CLEARING, GRUBBING AND TREE REMOVAL

The site shall be cleared, grubbed, and trees and stumps removed where designated on the PLANS. Trees designated to remain shall be protected from damage.

### TOPSOIL STRIPPING

Upon completion of demolition, clearing, grubbing and tree removal, all topsoil shall be stripped from under all buildings and pavements areas, and other areas necessary to complete the work. Topsoil stripped shall be placed in stockpiles in locations as designated by the CLIENT.

### TOPSOIL RESPIREAD

Upon completion of roadway and/or parking lot improvements and installation of underground utilities a minimum of six inches (6") of topsoil shall be respread over all unpaved areas which have been disturbed by earthwork construction, except building pads and other designated areas, which shall be kept free from topsoil.

### SEEDING

Upon completion of topsoil respread, the CONTRACTOR shall apply seed and fertilizer to all respread areas in accordance with IDOT standards or as designated on landscape drawings and specifications provided by the CLIENT.

### SODDING

Upon completion of topsoil respread, the CONTRACTOR shall install sod to all areas designated on the plans or as designated on the landscape drawings and specifications provided by the CLIENT.

### EXCAVATION AND EMBANKMENT

Upon completion of topsoil stripping, all excavation and embankments shall be completed as shown on the PLANS. All suitable excavated materials shall be placed in place (placed in situ) and compacted in accordance with the specifications of the embankment areas. The CONTRACTOR shall include all dewatering, temporary ditching and culverts necessary to complete the excavation and embankment.

Specifically included in the scope of Excavation and Embankments is grading and shaping of all cut or fill areas including swales and ditches; handling of sewer spoil, etc., and all work required to provide positive drainage at the end of each working day and upon completion of a section.

The CONTRACTOR shall be responsible for the excavation of all swales and ditches and for the excavation or filling of the roads, building pads and parking lots within the work limits to lines & grades shown on the plans. He shall be responsible for obtaining compaction in accordance with the current values listed in the table below for all embankments unless more stringent values are listed in the soils report or are approved by the CLIENT, and to use any method approved by the CLIENT necessary to obtain this compaction (i.e., soil fabric or any underlayment that may be required).

Type Material	Percent Compaction Standard	Pavement & Floor Slabs		Grass Areas
		Modified Proctor	95%	
Sandy Soils	Modified Proctor	95%	90%	
Clayey Soils	Standard Proctor	95%	90%	

The CONTRACTOR shall notify the CLIENT if proper compaction cannot be obtained so that the CLIENT may determine what remedial measures may be needed.

A soils testing firm employed by the CLIENT shall determine which soils are unsuitable. Materials in their natural state being defined as unsuitable that would be suitable material if moisture conditioned, shall be conditioned by the CONTRACTOR and used as suitable embankment material or hauled from the site.

For purposes of definition, unsuitable material shall be as follows unless determined otherwise by the Soils Engineer:

- Any soil whose optimum moisture content exceeds 25%.
- Any cohesive soil with an unconfined compressive strength of 1.5 tons per square foot or less.
- Any soil whose silt content exceeds 60% by weight.
- Any soil whose maximum density is less than 100 pounds per cubic foot.
- Any soil containing organic, deleterious, or hazardous materials.

Upon completion of excavation and shaping of the water retention areas intended to maintain a permanent pool of water, all silt seams and granular or sandy soils shall be removed to a minimum depth of three feet below the subgrade and replaced with an impermeable clay liner, including adjacent to and under the water retention areas and ditches. It is the intent of these PLANS and SPECIFICATIONS that the CONTRACTOR shall prepare the lake bottoms, side slopes, and compaction thereof such that the lakes will maintain the proposed normal water level and that leakage does not exceed 1/2 inch per week.

Ditches and swales are to be excavated to the lines and grades indicated on the PLANS. All suitable materials excavated from the ditches shall be used in construction of the embankments.

The CONTRACTOR shall notify the CLIENT immediately upon encountering groundwater during excavation. If in the opinion of the CLIENT or the JURISDICTIONAL GOVERNING ENTITY this condition necessitates the installation of perforated drain tile bedded in washed gravel or open storm sewer joints wrapped with fabric, the CONTRACTOR shall install the same.

During excavation and embankment, grades may be adjusted to achieve an overall site performance balance. The CONTRACTOR shall cooperate fully with the CLIENT in adjustment of grades, construction methods and placement of material to meet the above goals and shall immediately advise CLIENT if he believes that the earthwork will not balance.

It is the intent of these PLANS that storm waters falling on the site be diverted into sedimentation / lake / detention basins during construction. The CONTRACTOR shall construct and maintain any temporary ditches or swales that are necessary to accomplish this priority to beginning mass excavation.

### EROSION CONTROL

Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.

### UNDERCUTTING DURING EARTHWORK

If the subgrade cannot be dried adequately by dicing as outlined above for placement of material to planned grades and if the CLIENT determines that the subgrade does not meet the standards set forth above, the CLIENT may require undercutting.

### MISCELLANEOUS CONTRACT ITEMS

The following items may be required at the CLIENT'S option, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY:

#### (1) GEOTEXTILE FABRIC

Geotextile fabric or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY where proper compaction of embankments over existing soft soils is not possible. Geotextile fabric shall meet the material specifications and of that shall be installed in accordance with the above standards.

#### (2) EROSION CONTROL BLANKET

Erosion control blanket or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY for the stabilization of disturbed areas. Erosion control blanket shall meet the material specifications of that shall be installed in accordance with the above standards, the Illinois Urban Manual and/or the details shown on the PLANS.

## III. UNDERGROUND IMPROVEMENTS

### A. GENERAL

#### STANDARDS

All underground improvements shall be constructed and tested in accordance with the Standard Specifications for Water and Sewer Construction in Illinois and Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition. In the event of conflicting guidelines, the more restrictive shall govern.

#### SELECTED GRANULAR BACKFILL

Selected Granular Backfill shall be required for all sewer and water main trenches lying under existing or proposed streets, driveways, parking lots and within 24" thereof, and where noted on PLANS. All material placed in such trenches shall be in accordance with the above standards.

#### MANHOLES, CATCH BASIN, INLETS & VALVE VAULTS

All Manholes, Catch Basins, Inlets, and Valve Vaults shall be constructed of reinforced precast concrete ring construction with tongue and groove joints in conformance with the latest revision of ASTM designation C-478. All joints between sections and frames (except sanitary manholes, see Section IIB Manholes, below) shall be sealed with mastic type bituminous jointing compound. CONTRACTOR shall remove all excess mastic on inside of structure and buffer joints with mortar. Manholes are to have offset corners except that no cone shall be used on storm manholes 6'-0" deep or less in which case a tapered concrete flat top section shall be used. All vertical adjustments shall be made by adjusting the height of the manhole. Only top adjustments may be permitted where necessary and shall be limited to two adjustment rings totaling not more than 8" in height. All manholes and catch basin steps shall be copolymer polypropylene with continuous 3/4" steel reinforcement as manufactured by MA Industries, or approved equal.

### AUGER/BORING AND CASING

Casing pipe shall be welded steel pipe, installed where shown on the PLANS. The carrier pipe shall be securely banded and landed and sanitary and storm sewers shall maintain the specified gradient. Upon installing the carrier pipe the ends shall be sealed with hydraulic cement.

### HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS

Horizontal and vertical separation of water and sewer mains shall be in accordance with Standard Specifications for Water and Sewer Construction in Illinois Section 41-2.01A and 41-2.01B and Standard Drawing 18, 19, 20, 21, 22, 23 and 24.

### STRUCTURE ADJUSTMENTS

Structures shall be adjusted to the finished grade as shown on PLANS.

## B. SANITARY SEWERS AND APPURTENANCES

### SANITARY SEWER PIPE

Sanitary sewer pipe including buildings services, shall conform to the following:

- Polyvinyl Chloride (PVC) Sewer Pipe shall conform to ASTM D3034 (4-inch thru 15-inch) or ASTM F679 (18-inch thru 48-inch) minimum SDR 26 with flexible elastomeric seal gasket gasketed joints conforming to ASTM D3212 and F477.
- Ductile Iron pipe shall conform with ANSI/AWWA C151/A21.51 Class 50, cement lined with push on type joints conforming to ANSI/AWWA C11/A21.11.
- Extra Strength Clay Sewer Pipe shall conform with ASTM Specification C700 (glazed) with ASTM D1784 type joints conforming to Clow NO-BEL (EVSVC), with flexible gasket meeting ASTM C425 (MWVD only).

Sanitary sewers shall include bedding and backfilling.

### MANHOLES

Manholes shall be constructed in conformance with Section IIA Manholes, etc. above. The concrete base and bottom section shall be constructed of precast reinforced concrete modular interlocking beretres, pipe connection and invert flow lines. Manhole frame and lids shall be Neenah R-1772 or approved equal, with lids imprinted "SANITARY", with recessed kick steps. Manhole joints between adjustment rings and frames and between manhole sections shall be set on preformed plastic gasket consisting of a homogeneous blend of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler to provide a water tight seal. All pipe connection openings shall be precast with resilient rubber watertight pipe sleeves. A 10" elastomeric band (chimney seal) shall be installed extending from the manhole top to the manhole frame as shown on detail. Manholes shall include steps, frame & grate, bedding, and trench backfill.

### FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and placed as shown on the detail.

### TESTING

Sanitary sewers shall be all tested and tested for deflection in accordance with the requirements of Section 31-1.12 "TESTING AND INSPECTION FOR ACCEPTANCE OF SANITARY SEWERS" of the Standard Specifications for Water and Sewer Construction in Illinois or the JURISDICTIONAL GOVERNING ENTITY, whichever is more restrictive. In addition, a television inspection of the completed sanitary sewers shall be conducted and a copy of the videotape and report furnished to the JURISDICTIONAL GOVERNING ENTITY.

All sanitary manholes are to be tested for water tightness in accordance with ASTM C689 "Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines", or ASTM C1244 "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test".

### SERVICES

A nye branch or "tee" and sanitary service line, properly plugged and sealed shall be constructed as shown on the PLANS. The ends of all services shall be marked with a 4"x4" post extending 36" above grade and painted red. The CONTRACTOR shall keep accurate records of all Wye or Tee locations as measured from the downstream manhole as well as the service lengths and furnish same to CLIENT.

### RISERS

Risers shall be constructed in locations as shown on the PLANS and according to the detail.

### DROP MANHOLE CONNECTIONS

Drop manhole connections to existing manholes shall be constructed according to the PLANS and the detail.

### SANITARY SEWER FORCE MAIN

Sanitary sewer force main shall conform to the following:

- Polyvinyl Chloride (PVC) Pressure Pipe conforming to the latest revision of ANSI/AWWA C900, Class 150 with integral bell and flexible elastomeric gasket joints conforming to ASTM F477.
- Ductile Iron cement lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51, Thickness Class 50, minimum 150 psi working pressure with "push on" type joints.

Force mains shall have a minimum of five feet six inches (5'-6") of cover and shall include bedding and trench backfill.

Upon completion of installation, force mains are to be plugged and pressure tested at 2 times the working pressure or total dynamic head for a period of 10 minutes, with no loss of pressure or as required by the JURISDICTIONAL GOVERNING ENTITY, whichever is more stringent.

### TELEVISION INSPECTION

Upon completion of construction a television inspection of the sanitary sewer system shall be performed on all portions of the sewer if required by the JURISDICTIONAL GOVERNING ENTITY. Videotapes and written report of all television inspections shall be provided to the CLIENT. The form of report and type and format of the videotape shall be approved by the JURISDICTIONAL GOVERNING ENTITY.

All sewers and appurtenances shall be cleaned prior to inspection and testing required by this section.

All defects and corrective work required as the result of television inspection shall be performed by the CONTRACTOR without delay. All dips, cracks, leaks, improperly sealed joints and departures from approved grades and alignment shall be repaired by removing and replacing the





# HARLEM AND VOLLMER INDUSTRIAL DEVELOPMENT

NORTHEAST CORNER OF SOUTH HARLEM AVENUE AND VOLLMER ROAD,  
VILLAGE OF TINLEY PARK, IL  
SITE AND BUILDING PLAN REVIEW



PROJECT DATA
APPLICABLE CODES: INTERNATIONAL BUILDING CODE - 1015 AS MODIFIED BY THE WISCONSIN ENROLLED COMMERCIAL BUILDING CODE IN CHAPTER SPS 362.
BUILDING CLASSIFICATION: MIXED USE NON-SEPARATED, UNLIMITED AREA BUILDING  S-1 (MODERATE-HAZARD STORAGE) F-1 (MODERATE-HAZARD FACTORY) B (BUSINESS)
CONSTRUCTION CLASSIFICATION: TYPE 2B - UNPROTECTED WITH AUTOMATIC SPRINKLER SYSTEM
BUILDING AREA: 195,361 SF.

GENERAL NOTES
1. DO NOT SCALE DRAWINGS.
2. CONTRACTOR SHALL FIELD VERIFY AND BECOME THOROUGHLY FAMILIAR WITH ALL CONDITIONS AND DIMENSIONS.
3. EACH CONTRACTOR SHALL REVIEW COMPLETE PLANS FOR RELATED WORK.
4. ALL WORK SHALL BE IN COMPLIANCE WITH STATE AND LOCAL CODES FOR RESPECTIVE TRADES.

SHEET INDEX
T1 TITLE SHEET
A1 SITE PLAN
A31 OVERALL BUILDING PLAN
A41 EXTERIOR ELEVATIONS

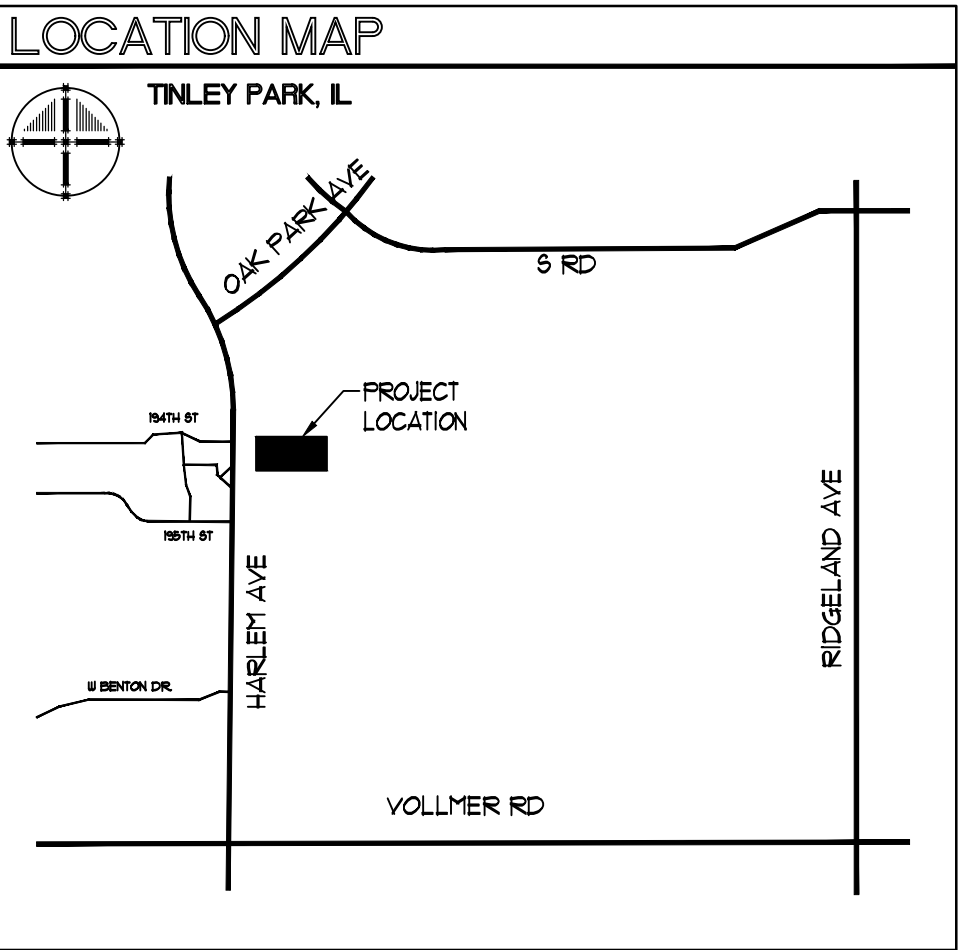
ABBREVIATIONS			
ALT	ALTERNATE	HDUR	HARDWARE
A/E	ARCHITECT/ENGINEER	HT	HOLLOW METAL
APF	ABOVE FINISH FLOOR	HT	HEIGHT
ALUM	ALUMINUM	HW	HOT WATER
BD	BOARD	INT	INTERIOR
B/O	BOTTOM OF	INSUL	INSULATION
CPT	CARPET	JOINT	JOINT
CL	CENTER LINE	LAV	LAVATORY
CLG	CEILING	MAN	MANUFACTURER
CJ	CONTROL JOINT	MIN	MINIMUM
CMU	CONCRETE MASONRY UNIT	MO	MASONRY OPENING
CONC	CONCRETE	MTL	METAL
CONT	CONTINUOUS	NG	NOT IN CONTRA
CO	CLEAN OUT	NTS	NOT TO SCALE
CW	COLD WATER	OC	ON CENTER
CT	CERAMIC TILE	OC	OWNER FURNISHED, CONTRACTOR TO INSTALL
DBL	DOUBLE	OPF	OPPOSITE
DF	DRINKING FOUNTAIN	FLYUD	FLYWOOD
DIA	DIAMETER	FL	FLASTIC LAMINATE
DIM	DIMENSION	E	FLATE
DN	DOWN	FT	FORCELAIN TILE
DR	DOOR	QT	QUARRY TILE
DS	DOWNSPOUT	REQD	REQUIRED
DTL	DETAIL	RO	ROUGH OPENING
DWG	DRAWING	SHT	SHEET
EA	EACH	SV	SHEET VINYL
EIR	EXTERIOR INSULATION AND FINISH SYSTEM	SM	SIMILAR
EL	ELEVATION	SS	SOLID SURFACE
EJ	EXPANSION JOINT	SS	STAINLESS STEEL
EQ	EQUAL	STD	STANDARD
EQUIP	EQUIPMENT	SAT	SUSPENDED ACOUSTIC TILE
EXIST	EXISTING	CEILING	CEILING
EXT	EXTERIOR	TBD	TO BE DETERMINED
EW	ELECTRIC WATER COOLER	TEMP	TEMPORARY
FEC	FIRE EXTINGUISHER	T/O	TOP OF
FIN	FINISH	T&G	TONGUE AND GROOVE
FD	FLOOR DRAIN	TYP	TYPICAL
FLR	FLOOR	UNO	UNLESS NOTED OTHERWISE
FRP	FIBERGLASS REINFORCED PLASTIC	VCT	VINYL COMPOSITION TILE
GA	GAUGE	VB	VINYL BASE
GALV	GALVANIZED	VF	VERIFY IN FIELD
GYP BD	GYP SUM BOARD	WD	WOOD
		WUF	WELODED WIRE FABRIC



CLIENT:  
SCANNELL PROPERTIES  
310 WEST OHIO STREET, SUITE 301  
CHICAGO, IL 60654  
PHONE: 312.425.5426  
ATTN: CHRIS CARLINO



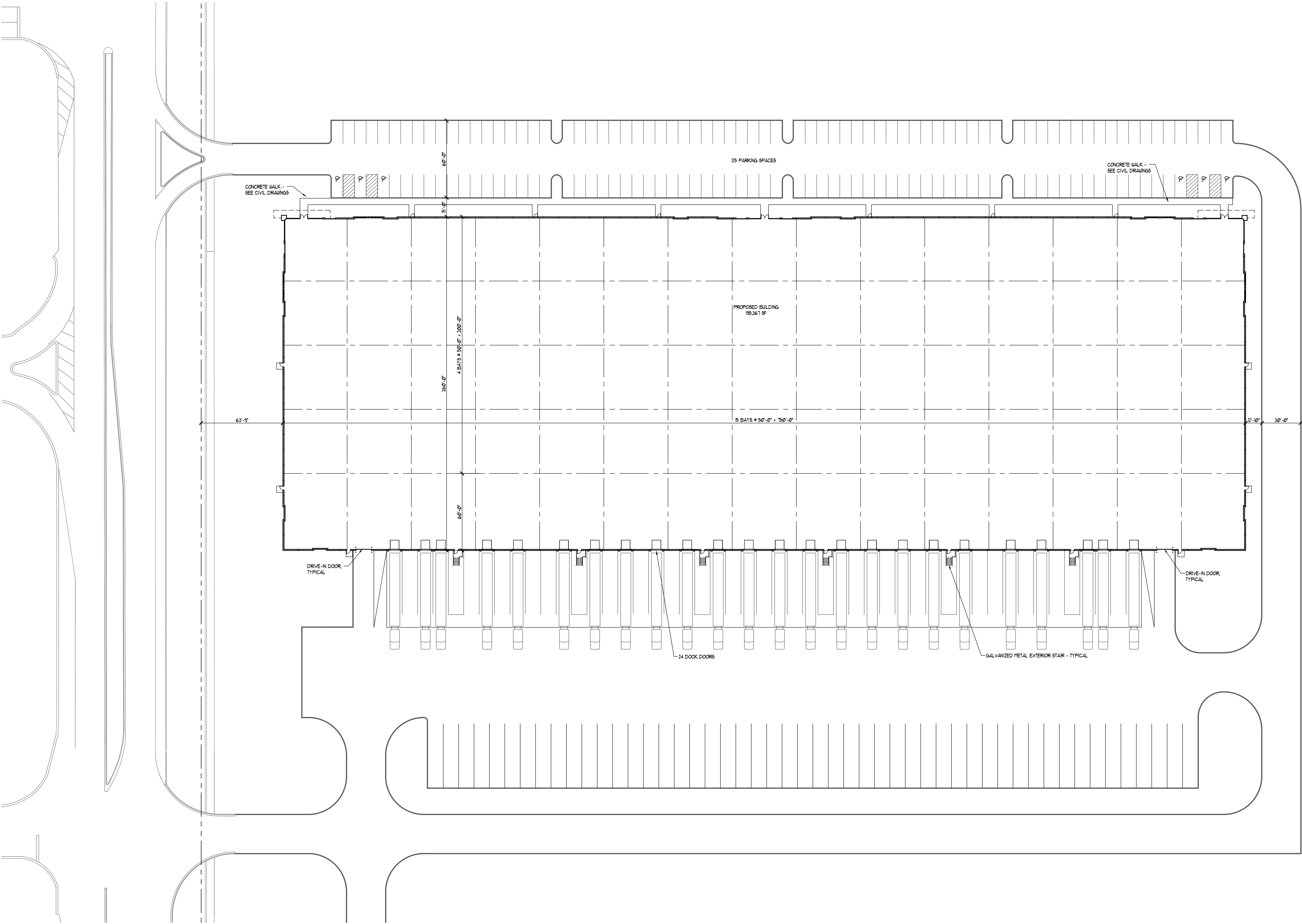
ARCHITECT:  
PARTNERS IN DESIGN ARCHITECTS  
2610 LAKE COOK ROAD, SUITE 180  
RIVERWOODS, ILLINOIS 60005  
PHONE: 847.340.0300  
ATTN: WERNER BRISKE, AIA



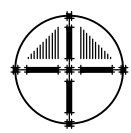
SCANNELL TINLEY  
BUILDING 1  
PROJECT NUMBER: 875.21.062

SITE PLAN AND BUILDING  
REVIEW  
ISSUE DATE: 03.31.21





**SITE PLAN**  
1" = 30'-0"



REVISIONS


2810 Lake Cook Road  
Suite 280  
Riverside, IL 60015  
Ph: (847) 940-0300

Partners in Design

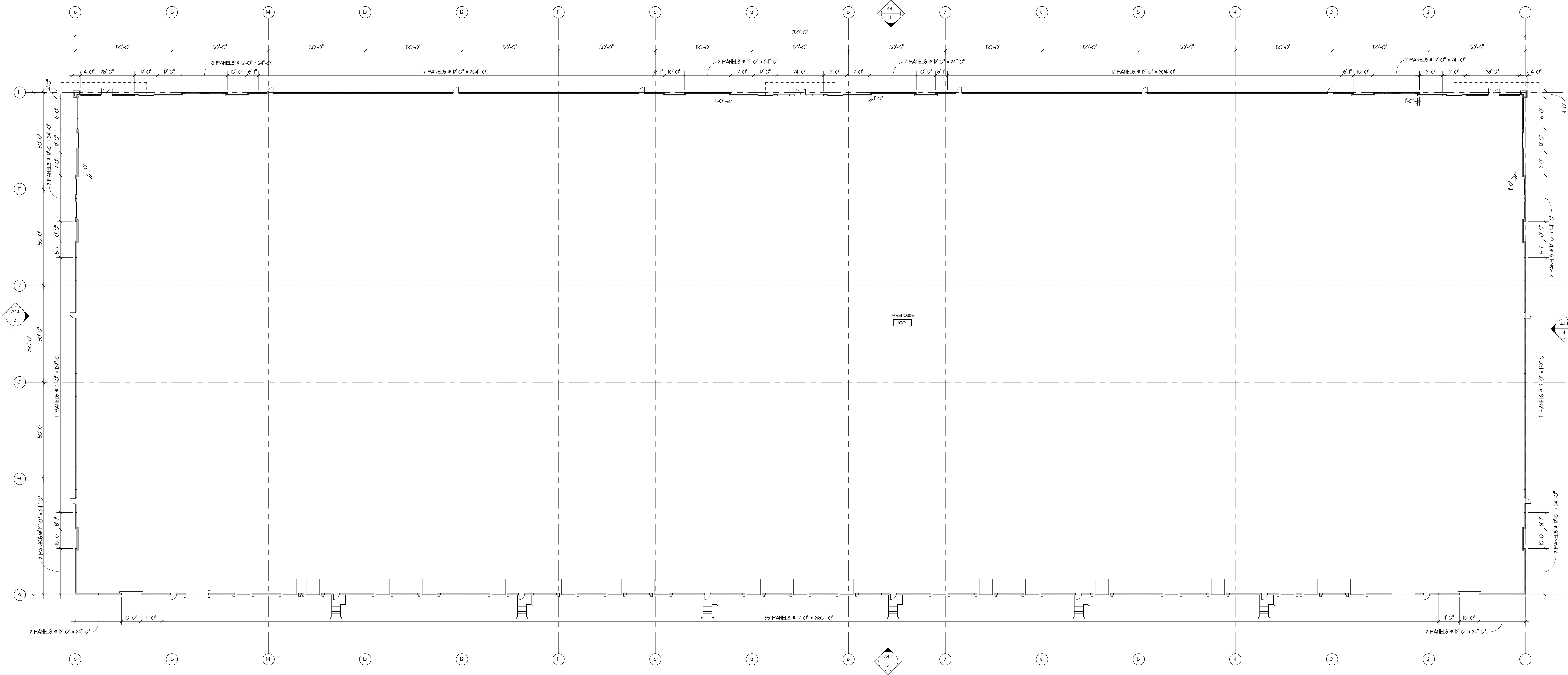
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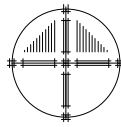
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CHECKED BY: WLB  
DATE: 03/31/21  
SHEET NO: A1.1

HARLEM AND VOLLMER INDUSTRIAL DEVELOPMENT  
Northeast Corner of Harlem Ave. And Vollmer Rd, Village of Tinley Park, Illinois

SITE PLAN



**1 OVERALL FLOOR PLAN**  
A3.1 3/64" = 1'-0"

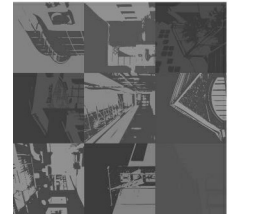


REVISIONS

**HARLEM AND VOLLMER INDUSTRIAL DEVELOPMENT**  
Northeast Corner of Harlem Ave. And Vollmer Rd, Village of Tinley Park, Illinois  
**OVERALL BUILDING PLAN**

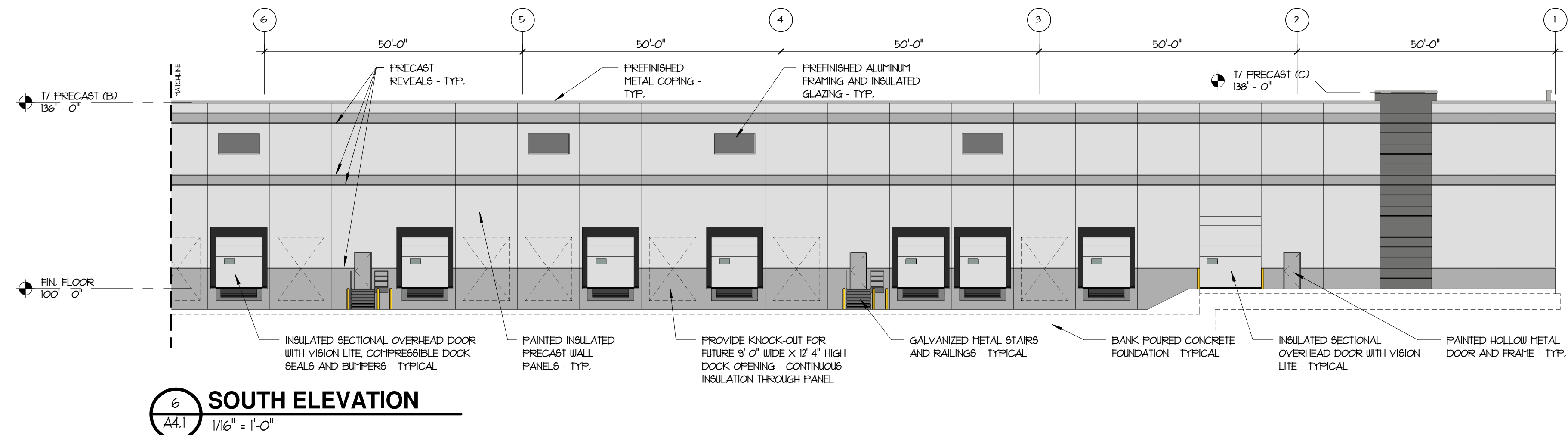
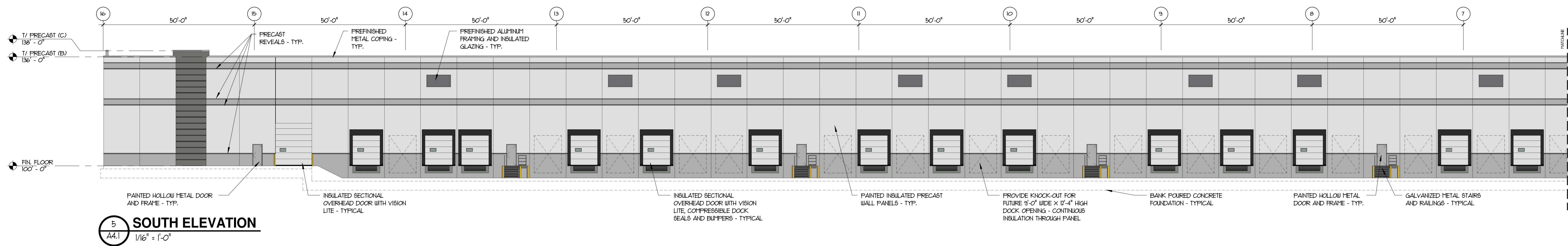
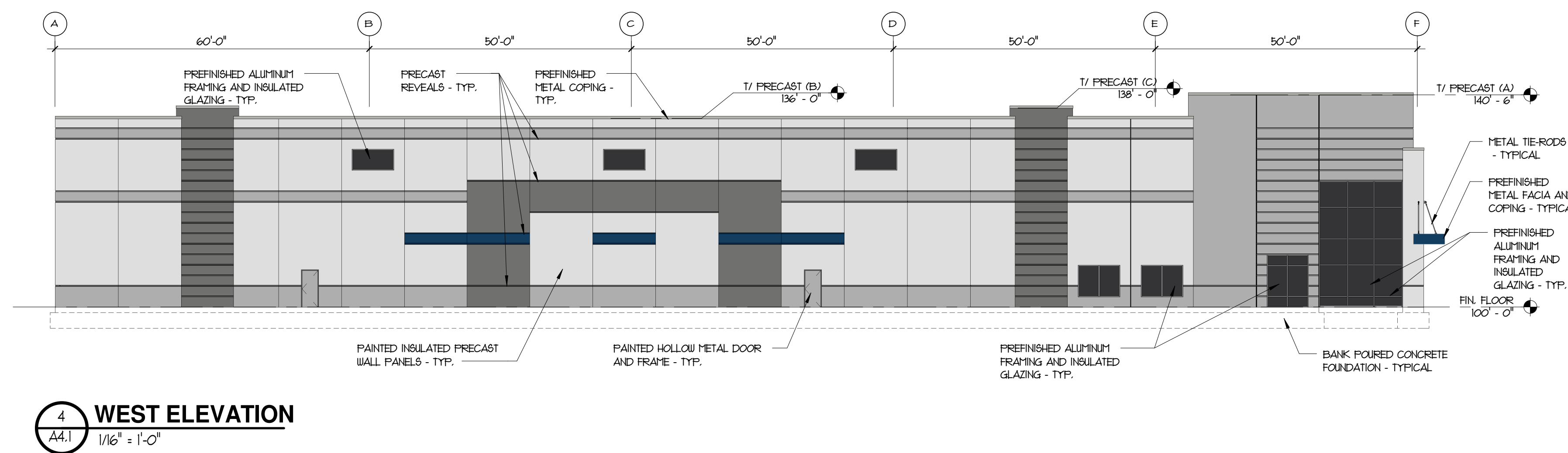
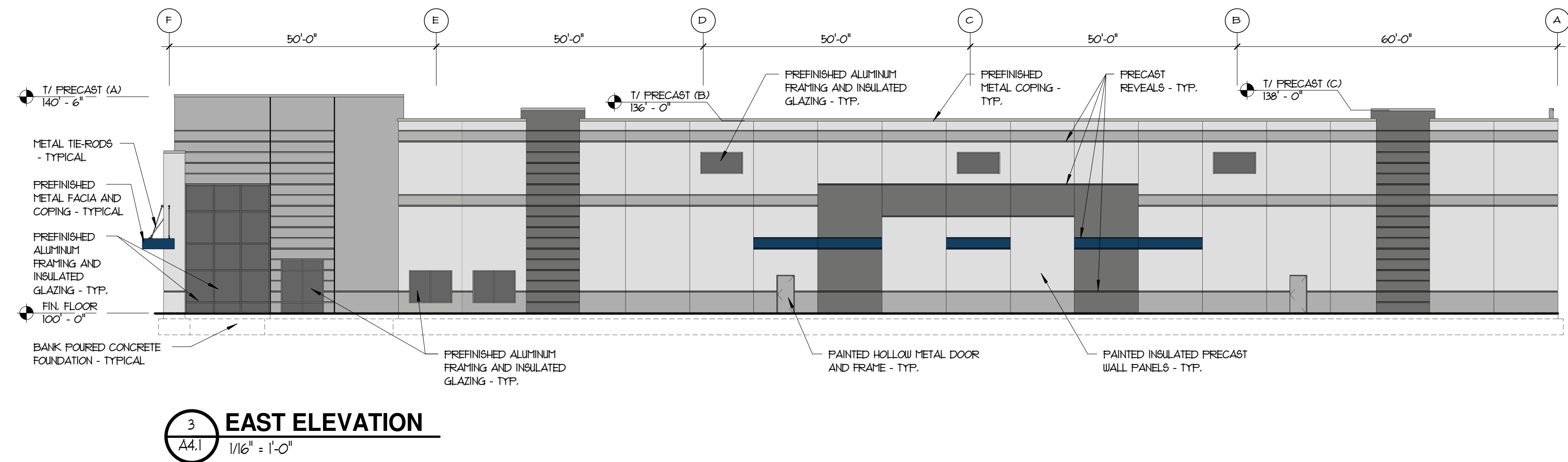
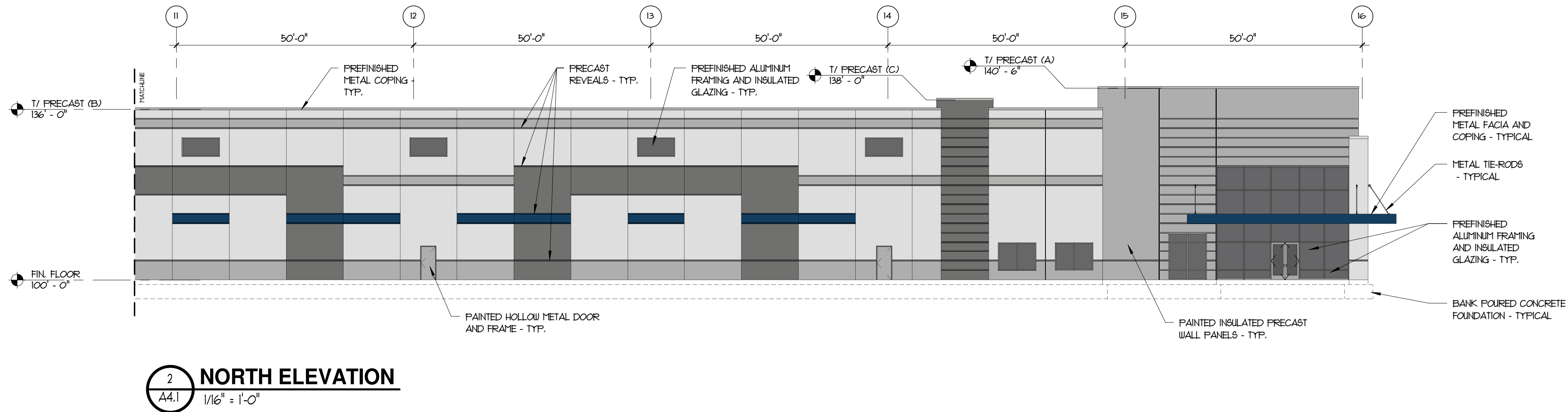
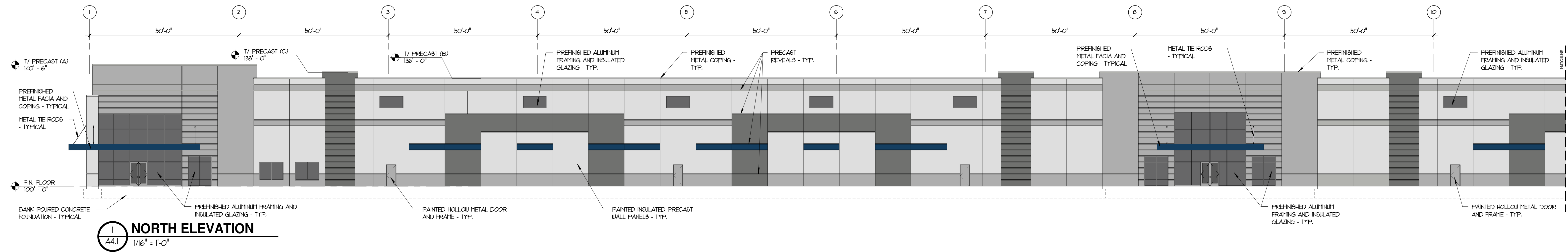
2610 Lake Cook Road  
Suite 280  
Riverviews, IL 60015  
Ph.: (847)940-0300

**Partners in Design**  
ARCHITECTS



PROJECT NO:  
875.21.062  
DRAWN BY: YTH  
CHECKED BY: WHE  
DATE: 03.31.21  
SHEET NO:

**A3.1**

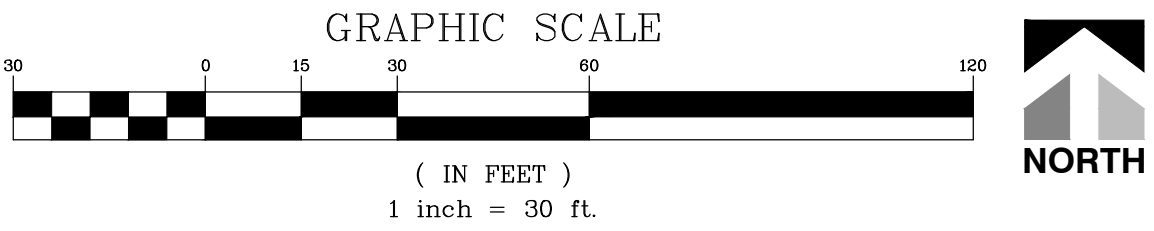


COLOR LEGEND:	
	FIELD COLOR 1: SHERWIN WILLIAMS SW7064 PASSIVE
	ACCENT COLOR 2: SHERWIN WILLIAMS SW7066 GRAY MATTERS
	ACCENT AND METAL COPING COLOR 3: SHERWIN WILLIAMS SW7067 CITYSCAPE







[illegible]The logo for Manhard Consulting. It features a stylized graphic on the left consisting of a black triangle pointing right, followed by a grey triangle pointing left, and then a grey square. To the right of this graphic, the word "Manhard" is written in a large, bold, black sans-serif font, and the word "CONSULTING" is written in a smaller, grey, all-caps sans-serif font directly below it.

700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx: 630.691.8585 manhard.com  
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers  
Construction Managers | Environmental Scientists | Landscape Architects | Planners

**TINLEY PARK BUSINESS CENTER**

**19501-19701 HARLEM AVENUE, TINLEY PARK**

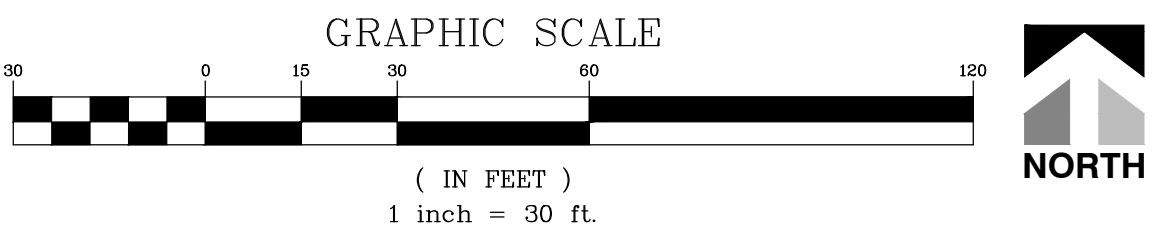
# LANDSCAPE PLAN

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 PROJ. ASSOC.: MN  
 DRAWN BY: MN  
 DATE: 05/11/2021  
 SCALE: 1"=30'







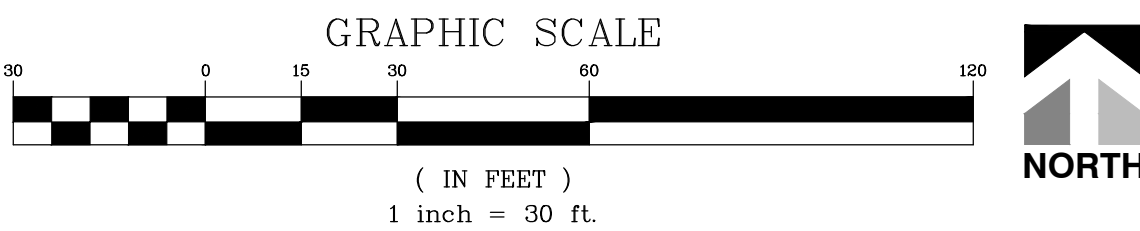
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<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center; margin: 0;"><b>TINLEY PARK BUSINESS CENTER</b></p> <p style="text-align: center; margin: 0;"><b>19501-19701 HARLEM AVENUE, TINLEY PARK</b></p> </div> <div style="width: 50%; text-align: right;"> <p style="margin: 0;"><b>LANDSCAPE PLAN</b></p> </div> </div>	
PROJ. MGR.: <u>ZRS</u>	
PROJ. ASSOC.: <u>MN</u>	
DRAWN BY: <u>MN</u>	
DATE: <u>05/11/2021</u>	
SCALE: <u>1"=30'</u>	
SHEET	
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SCP.TPIL01	





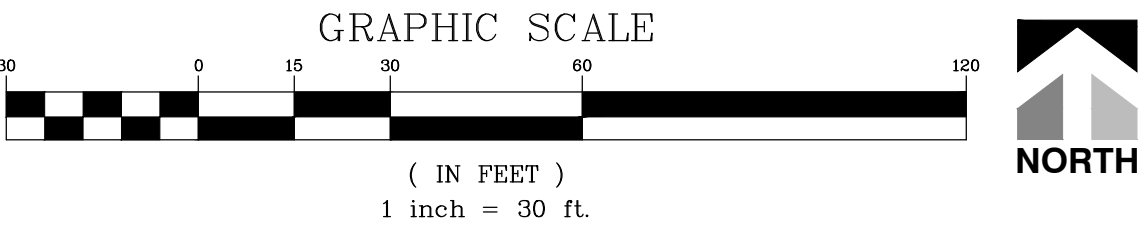








**MATCHLINE SEE SHEET L9**

[illegible]

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# TINLEY PARK BUSINESS CENTER

19501-19701 HARLEM AVENUE, TINLEY PARK

## LANDSCAPE PLAN

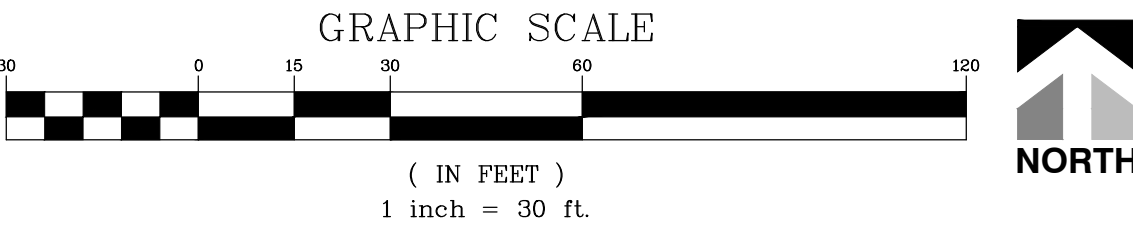
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 PROJ. ASSOC.: MN  
 DRAWN BY: MN  
 DATE: 05/11/2021  
 SCALE: 1"=30'

**SHEET**

**L7 OF L17**

**SCP.TPILO1**



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**TINLEY PARK BUSINESS CENTER**

**19501-19701 HARLEM AVENUE, TINLEY PARK**

# LANDSCAPE PLAN

PROJ. MGR.: ZRS  
PROJ. ASSOC.: MN  
DRAWN BY: MN  
DATE: 05/11/2021  
SCALE: 1"=30'

SHEET

**L8 OF L17**

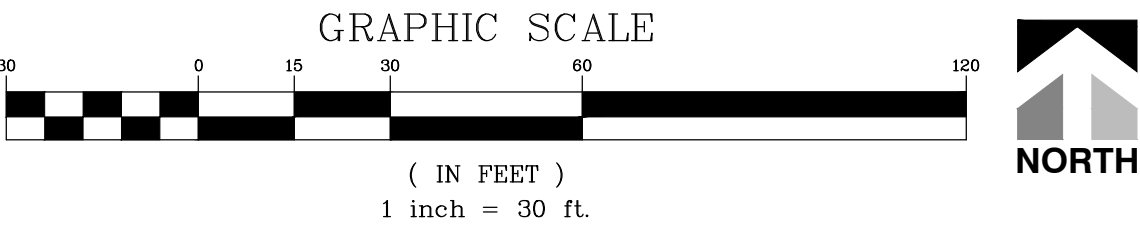
SCP.TPIL01





**MATCHLINE SEE SHEET L8**

UILDING 2  
S.F.  
7.00

[illegible]

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# TINLEY PARK BUSINESS CENTER

19501-19701 HARLEM AVENUE, TINLEY PARK

## LANDSCAPE PLAN

PROJ. MGR.: ZRS  
 PROJ. ASSOC.: MN  
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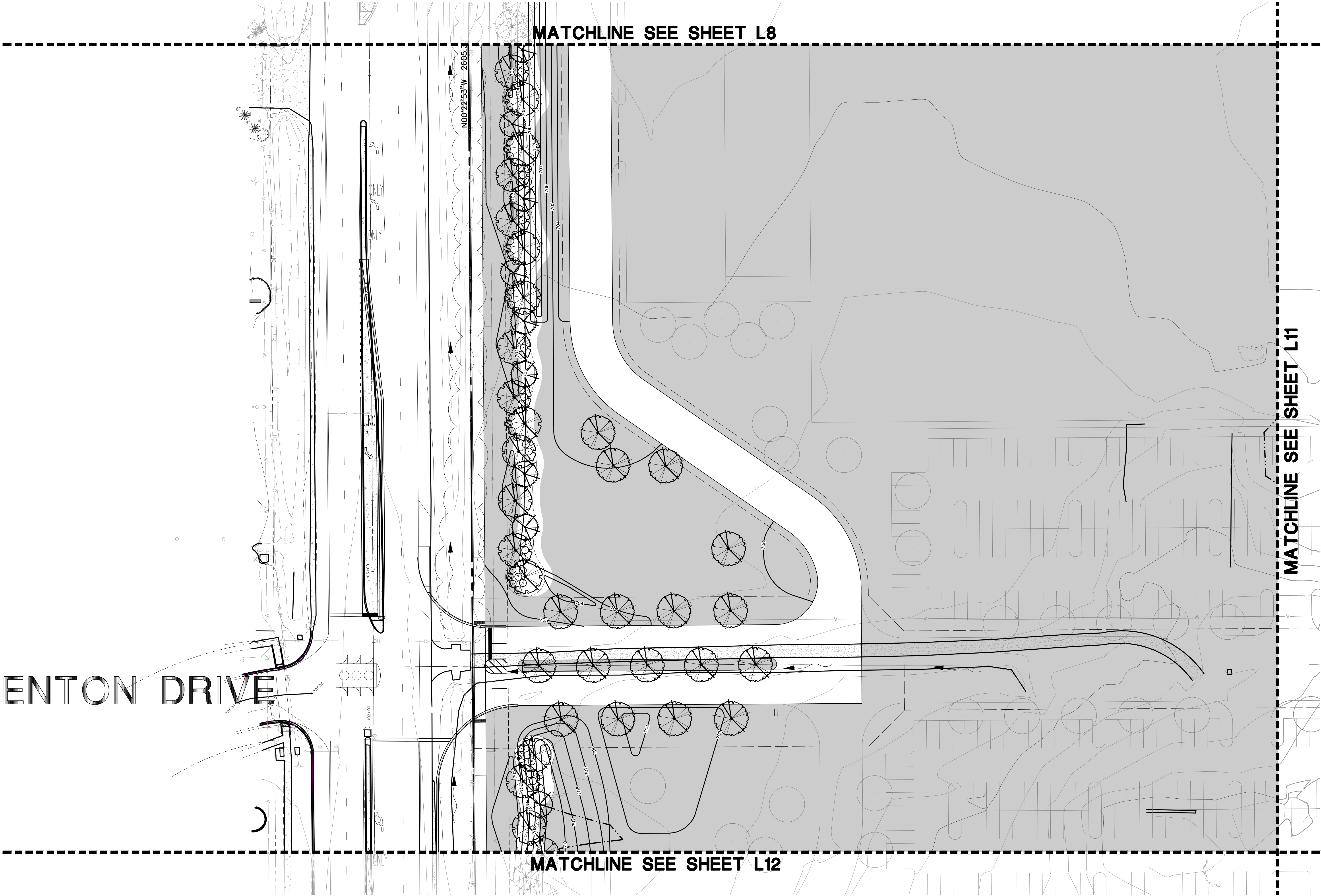
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SHEET

**L9 OF L17**

SCP.TPIL01





Nov 12, 2021 - 12:02 Doc Name: P:\Sprin03\dwg\Landplan\02-Final\LA Plan-Phase 1.dwg, Updated By: MNeison

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PROJ. MGR:	ZRS
PROJ. ASSOC:	MN
DRAWN BY:	MN
DATE:	05/11/2021
SCALE:	1"=30'
SHEET	
OF	
L10	L17
SCP.TPIL01	

TINLEY PARK BUSINESS CENTER

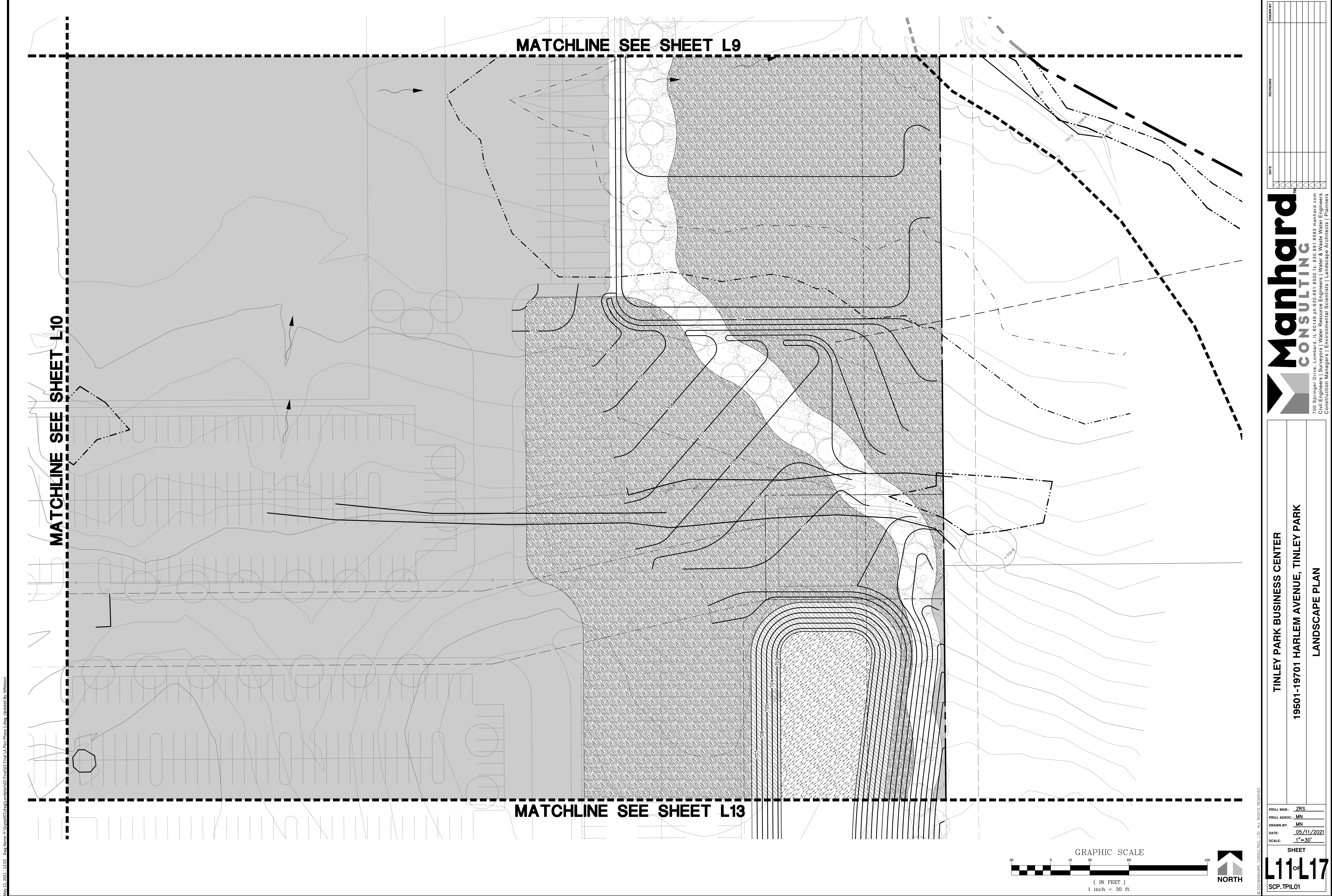
19501-19701 HARLEM AVENUE, TINLEY PARK

LANDSCAPE PLAN

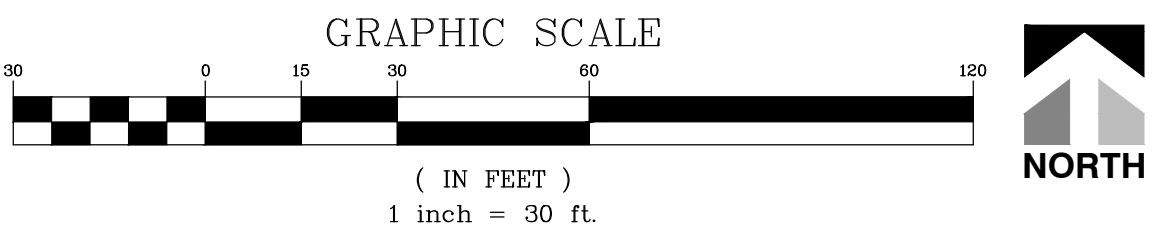


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**TINLEY PARK BUSINESS CENTER**  
**19501-19701 HARLEM AVENUE, TINLEY**  
**LANDSCAPE PLAN**

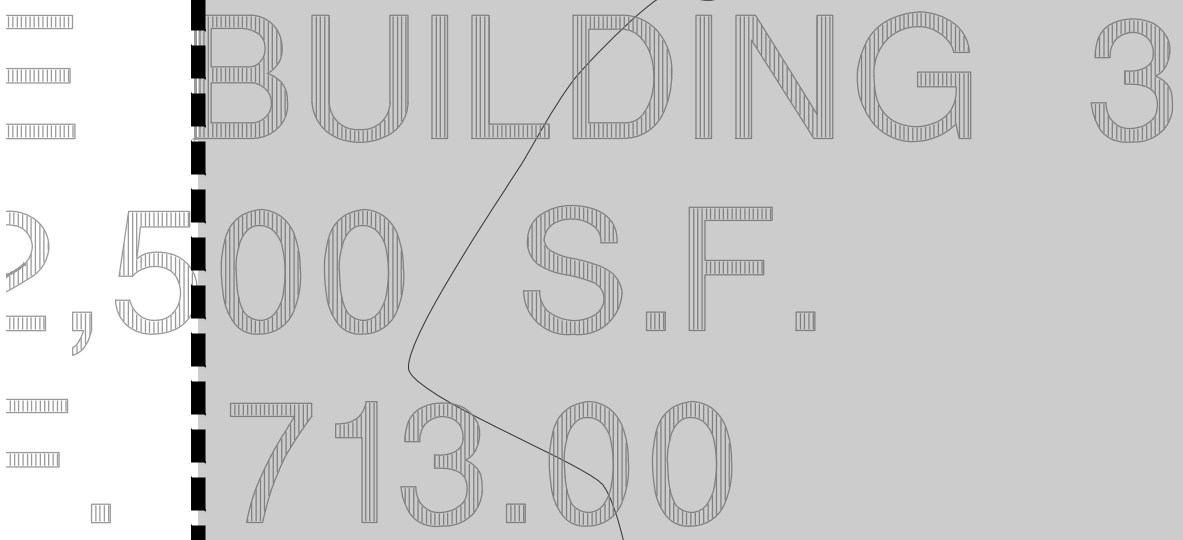
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SHEET

**L12 OF L17**

SCP.TPIL01

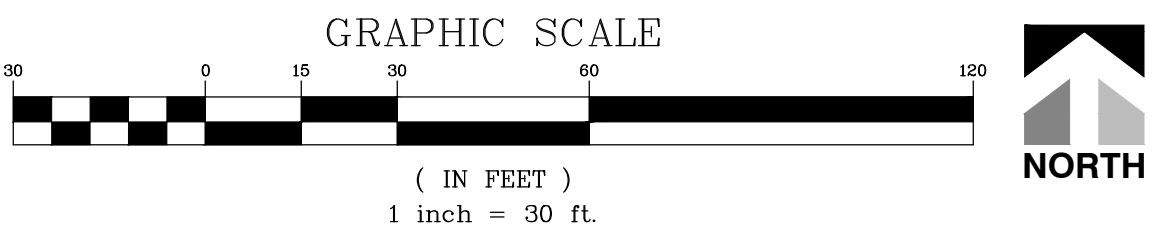




SHEET  
**L13**  
OF  
SCP.TPIL01

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**TINLEY PARK BUSINESS CENTER**  
**19501-19701 HARLEM AVENUE, TINLEY**  
**LANDSCAPE PLAN**

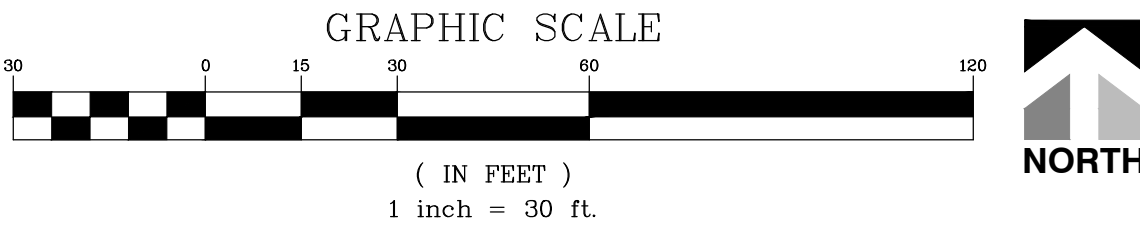
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 PROJ. ASSOC.: MN  
 DRAWN BY: MN  
 DATE: 05/11/2021  
 SCALE: 1"=30'


SHEET

L14 OF L17

SCP.TPIL01



[illegible]

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**19501-19701 HARLEM AVENUE, TINLEY**  
**LANDSCAPE PLAN**

PROJ. MGR.: ZRS  
 PROJ. ASSOC.: MN  
 DRAWN BY: MN  
 DATE: 05/11/2021  
 SCALE: 1"=30'

SHEET

**L15 OF L17**

SCP. TP101



1 DECIDUOUS TREE PLANTING 1/4" = 1'-0" 32 9343.33-20

2 CONIFER TREE PLANTING 1/4" = 1'-0" 32 9343.46-01

**3 SHRUB PLANTING DETAIL**  
3/4" = 1'-0" 32 9333.16-05

## 4 ORNAMENTAL GRASS PLANTING

5 PERENNIAL / ANNUAL PLANTING  
1" = 1'-0" 32 9313-02

**6** CONTINUOUS MULCH EDGING 1" = 1'-0" 32 9113.26-01

1-01 DESCRIPTION:

- A. Provide trees, shrubs, perennials and groundcovers as shown and specified. This work includes:
1. Spreading of topsoil or soil preparation
  2. Trees, shrubs, perennials and groundcovers
  3. Planting mixes
  4. Mulch and planting accessories
  5. Fertilizer and herbicide
  6. Maintenance
  7. Warranty of plant material
- B. The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his/her representative.

## 1-02 QUALITY ASSURANCE:

- A. Comply with site work requirements
- B. Plant names indicated must comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties which are not listed should conform with those generally accepted by the nursery trade. Stock should be legibly tagged.
- C. All plant materials shall conform to the "American Standards for Nursery Stock" (ASNS), latest edition, published by the American Association of Nurserymen, Washington, D.C.
- D. All plant material shall be grown and supplied within a 50 mile radius of the project for a minimum of two full growing seasons.
- E. Adhere to sizing requirements as listed in the plant list and/or bid form for the project. A plant shall be measured in its natural standing position.
- F. Stock that is furnished shall be at least the minimum size shown. With permission of the landscape architect, substitution from the specified plant list will be accepted only when satisfactory evidence in writing is submitted to the landscape architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and character to that of the specified material will be approved. Stock which is larger than that which is specified is acceptable with permission of the landscape architect, providing there is no additional cost and that the larger plant material will not be cut down in order to conform to the size indicated.
- G. All shrubs shall be dense in form. Shrub liners do not meet these specifications. Shrubs specified by height shall have a spread that is equal to the height measurement. Shrubs which are specified by spread shall exhibit the natural growth habit of the plant by having a greater spread than height.
- H. All plant materials are subject to inspection and approval. The landscape architect and Owner reserve the right to select and tag all plant material at the nursery prior to planting. The landscape architect and Owner reserve the right to inspect plant material for size and condition of root systems, the presence of insects and diseases, injuries and latent defects (due to Contractor negligence or otherwise), and to reject unacceptable plant material at any time during progress of the project.
- I. Container grown deciduous and/or evergreen shrubs will be acceptable in lieu of balled and burlapped shrubs subject to specified limitations for container grown stock. Size of container grown material must conform to size/height requirements of plant list.

### 1-03 DELIVERY, STORAGE & HANDLING:

- A. Fertilizer shall be delivered in original, unopened and undamaged packaging. Containers shall display weight, analysis and manufacturer's name. Store fertilizer in a manner that will prevent wetting and deterioration.
- B. Take all precautions customary concerning proper trade practice in preparing plants for transport. Plants shall be dug, packed and transported with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock and on arrival, the certificate shall be filed with the landscape architect. All plants must be protected from drying out. If plant material cannot be planted immediately upon delivery, said material should be properly protected in a manner that is acceptable to the landscape architect. Heeled-in plants must be watered daily. No plant shall be bound with rope or wire in a manner that could strip bark or break or shear branches.
- C. Plant material transported on open vehicles should be covered with a protective covering to prevent wind burn.
- D. Dry, loose topsoil shall be provided for planting bed mixes. Muddy or frozen topsoil is unacceptable as working with medium in this condition will destroy its structure, making root development more difficult.

### 1-04 PROJECT CONDITIONS:

- A. Notify landscape architect at least seven (7) working days prior to installation of plant material.
- B. It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities. Utilities can be located and marked (in Illinois) by calling J.U.I.E. at (800)892-0123.
- C. The Contractor shall provide, at his/her own expense, protection against trespassing and damage to seeded areas, planted areas, and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, and written warning or policing as may be required to protect such areas. The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued.
- D. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, plant shrubs, lawns, paved areas and landscaped areas that are to remain intact. Existing trees, which may be subject to construction damage, shall be boxed, fenced or otherwise protected before any work is started. The Owner desires to preserve those trees within and adjacent to the limits of construction except those specifically indicated to be removed on the Drawings. The contractor shall erect protective tree fencing and tree armor at locations indicated on the drawings and around all trees on any site that is to be preserved. Protective fencing shall be erected between the limits of construction and any tree preservation areas shown on the Drawings.
- E. A complete list of plants including a schedule of sizes, quantities and other requirements is shown on the Drawings and on the bid form. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.

1-05 PRELIMINARY ACCEPTANCE:

- A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include, but is not limited to: mowing and edging turf, pulling weeds, watering turf and plant material and annual flower maintenance.

## 1-06 WARRANTY:

- A. All plant material (excluding annual color), shall be warranted for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative. Plant materials will be warranted against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond the control of the Contractor. The warranty covers a maximum of one replacement per item.

## PART 2 - PRODUCTS

## 2-01 PLANT MATERIALS:

- A. Plants:** Provide typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Only sound, healthy, vigorous plants which are free from unsound injuries, disfiguring knots, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation shall be provided. All plants shall have a fully developed form without voids and open patches.
1. Balled and burlapped plants shall have a firm natural ball of earth of sufficient diameter and depth to encompass a root system necessary for a full recovery of the plant. Root ball sizes shall comply with the latest edition of the "American Standards for Nursery Stock" (ANSI). Root balls that are cracked or mushroomed are unacceptable.
  2. Container grown stock should be grown for an amount of time that is of sufficient length for the root system to have developed enough to hold its soil together, firm and whole. Plants will not be loose in their containers, nor shall they be pot-bound and all container grown stock will comply with the sizes stated on the plant list.
  3. No evidence of wounds or pruning cuts shall be allowed unless approved by the Landscape Architect.
  4. Evergreen trees shall be branched to the ground. The height of evergreen trees are determined by measuring from the ground to the first lateral branch closest to the top. Height and/or width of other trees are measured by the mass of the plant not the very tip of the branches.
  5. Shrubs and small plants shall meet the requirements for spread and/or height indicated in the plant list. The height measurement shall be taken from ground level to the average height of the top of the plant, not the longest branch. Single stem or thin plants will not be accepted. Side branches shall be flushed with growth and have good form to the ground. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

## 2-02 ACCESSORIES:

- Topsoil:**
1. Topsoil shall be fertile, natural topsoil of a loamy character, without admixture of subsoil material. Topsoil shall be reasonably free from clay, lumps, coarse sand, stones, plants, roots, sticks and other foreign materials with a pH between 6.5 to 7.0.
- B. Topsoil for seed areas shall be a minimum of 6".**
- C. Soil amendments shall be as follows:**
1. For trees and shrubs the plant pit will be backfilled with pulverized black dirt.
  2. For perennials and ornamental grasses the soil mixture will be as follows: CM-63 General Purpose Peat Based Mix as supplied by Midwest Trading. Top beds with 8" of CM-63 and till into existing beds to a depth of 8". Soil mixtures are available from Midwest Trading. Midwest Trading, St. Charles, IL 60174 (630) 365-1990
- D. Fertilizer:**
1. For trees and shrubs use: 14-4-6 briquettes 17 g or equivalent available from Arthur Clesen, Inc. Follow manufacturer's recommendation for application. Arthur Clesen, Inc. 543 Diens Drive, Wheeling, IL 60090 (847)537-2177
  2. For turf areas use 6-24-16 Clesen Fairway with micronutrients with minor elements 3.0 % S, .02% B, .05% Cu, 1.0% Fe, .0006% Mo, .10% Mn available from Arthur Clesen or approved equal.
- E. Herbicide:**
1. Round-Up or approved equal
- F. Mulch:**
1. Bark mulch shall be finely shredded hardwood bark which has been screened and is free of any green foliage, twigs, rocks, sawdust, wood shavings, growth or germination inhibiting ingredients, or other foreign materials. Bark mulch is available from Midwest Trading.
  2. Mushroom compost as available from Midwest Trading.
- G. Water:**
1. Water service will be available on the site, with the cost of water being paid by the Owner. Transporting of the water from the source to the work areas shall be the responsibility of the Landscape Contractor. All necessary hose, piping, tank truck, etc. shall be supplied by the Landscape Contractor.
- H. Guying:**
1. Stakes: 5/8" x 40" steel eye anchor with 4" helix
  2. Cable:
    - a. Trees under 5": flexible 1/8" galvanized aircraft cable, 7x7 strand or approved equal
    - b. Trees 5" and over: flexible 3/16" galvanized aircraft cable, 7x7 strand or approved equal.
  3. Turnbuckles: 5/16", eye and eye, with 4" takeup.
  4. Hose: new two-ply reinforced rubber hose, minimum 1/2" I.D.
- I. Tree wrap: Burlap tree wrap 4" wide.**
- J. Twine: Soft nursery jute.**

## PART 3 - INSTALLATION OF PLANT MATERIAL

### 3-01 FIELD VERIFICATION:

- A. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

### 3-02 PREPARATION:

- A. All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurserymen, Inc." and as detailed on these Drawings.
- B. Planting shall be performed by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- C. All underground utilities must be located and marked clearly.
- D. Apply Round-Up or approved equivalent to kill any existing vegetation in all areas to be planted. Confirm length of waiting period between chemical application and plant installation with manufacturer. Do not begin planting operations until prescribed post-application waiting period has elapsed. Take extreme care to avoid chemical drift to adjoining properties of landscape plantings.

- Prior to all planting, rototill all areas to be landscaped to prepare for plant installation to a minimum depth of 12". Eliminate uneven areas and low spots. Maintain lines, levels, profiles and contour. Changes in grade are to be gradual. Blend slopes into level areas. Remove all debris, weeds and undesirable plants and their roots from areas to be planted. Remove all concrete slag larger than 2" in diameter.
- F. Topsoil shall be spread over the site at a minimum depth of 6". Those areas which are indicated as prairie or natural areas on the Drawings shall have a minimum topsoil depth of 18".
- G. It shall be the responsibility of the landscape contractor to prepare all seeded areas by disking and raking prior to planting seed. Soil shall be loosened and scarified to a minimum depth of 6". Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".
- H. Locate all plant material as indicated or as approved in the field by the Landscape Architect. If obstructions are encountered which are not shown on the drawings, then do not proceed with planting operations until alternate plant locations have been selected.
- I. Planting holes shall be constructed as shown on the planting details. Holes shall be hand dug or machine dug. Great care will be taken to not excavate the hole deeper than the root ball and the diameter shall be a minimum of two times the root ball width. Remove any materials encountered in excavation that may be injurious to plant growth, including stones larger than 2" in diameter or other debris. Soil to be used as backfill should be pulverized.
- J. Provide pre-mixed planting mixture for use around root systems and root balls of the plants. The mixtures are outlined in section B of part 2-02.
- K. Prior to planting, provide additional topsoil to all planting beds to bring the finish grade of the bed to 2" above lawn grade and to finish grade of adjacent hard surface grades.
- L. Add 2" thickness of mushroom compost to all annual, perennial and groundcover beds. Finish grade bed and install plants.

### 3-03 PLANTING PROCEDURES:

- A. Set plant material in the planting hole to proper grade and alignment. Set plants upright and plumb. Set plant material 2" above the adjacent finish grade. Remove burlap from top 1/3 of root ball. Remove treated burlap (green). Cut and remove or cut and fold down upper half of wire basket, depending upon tree size. Backfill hole by firmly tamping soil to avoid any air pockets or voids.
- B. Set balled and burlapped plants in the planting hole and compact 8" of soil around the base of the ball. Backfill remaining space with planting mixture. Water plants immediately after planting to eliminate air voids and thoroughly soak the plant root ball.
- C. Space groundcover plants according to dimensions given on the plans. Adjust spacing as necessary to evenly fill planting bed with indicated number of plants. Plant to within 18" of the trunks of trees and shrubs or at the edge of the plant ball, whichever is closest. Plant to within 12" of edge of bed.
- D. **Mulching:**
1. Install 4" depth of mulch around all tree and shrub beds as indicated on drawings or planting details; mulch shrub planting areas as continuous beds. Do not place mulch directly against tree trunk; form mulch to create an inverted cone around trunk.
  2. Mulch perennial, groundcover and annual planting beds with 2" mushroom compost. Water mulched areas thoroughly after placing mulch.
- E. Tree wrapping is not required, unless the Contractor feels it is necessary due to characteristics of a particular species or past experience with the species. The landscape architect will be notified as to which trees are to be wrapped and shall inspect the trunk(s) before wrapping. Tree wrap will not be used to cover damage or defects. When wrapping is done, trunks will be wrapped spirally with approved tree wrapping tape that is not less than 4" wide, and securely tied with suitable cord at the top bottom and 2' intervals along the trunk. Wrap from ground to the height of the first branch.
- F. **Staking and guying of trees is optional.** If the Contractor chooses to stake all or part of the trees, he/she shall use the method specified in the planting details. One (1) stake is to be used on trees of 1" caliper and under, or 4" height and under. Two (2) stakes are to be used on trees of 1" to 2 3/4" caliper. Guy trees of 3" caliper or larger at three (3) per tree. The root ball will not be pierced with a stake. Stakes are to be driven at least eighteen (18) inches into subsoil below the planting hole. Stakes and wire attachments shall be removed after three months for spring planted material and by the following May for fall planted stock by the Contractor. Staking and guying should be done immediately after lawn seeding or sodding operations.

6. Seeding of specified lawn areas on plans will be treated as follows:
  1. Topsoil shall be spread over all areas to be seeded to a minimum depth of 6" when compacted (to be performed by others).
  2. Seed mixture and application rate - use Premium seed mix as supplied by Arthur Clesen, Inc. Apply at a rate of 5 lbs./1000 s.f.
  3. Apply fertilizers and conditioners at the rate specified per soil test findings. In lieu of soil test results, apply two (2) tons of ground agricultural limestone and 1000 lbs. 10-10-10 or equivalent analysis fertilizer per acre. At least 40% of the fertilizer nitrogen shall be of an organic origin.
  4. Soil preparation areas where vehicular traffic has compacted the soil shall be loosened/scarified to a minimum depth of 6" before fertilizing and seeding. Fine grading of all seeded areas is required. Maximum size of stone or topsoil lump is 1".
  5. Watering seeded areas shall be done to ensure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an "as needed" basis.
  6. Turf is being established on a variety of slope conditions. It shall be the Contractor's responsibility to determine and implement whatever procedures he/she deems necessary to establish the turf as part of his/her work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in the best condition and at least 90 days have elapsed since the completion of this work. The Contractor shall submit with his/her bid a description of the methods and procedures he/she intends to use.

- H. Erosion Control Blanket
  1. Erosion Control Blanket shall be installed per manufacturer's recommendation in all areas shown on the plan.
  2. Install S-75 Erosion Control Blanket as manufactured by North American Green or approved equal.
  3. Blanket should be premarked with staple pattern.
  4. Staples should be 8" wire staples, applied at two (2) per square yard minimum.
  5. Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.
- I. Sodding of specified lawn areas on plans will be completed as follows:
  1. Rake soil surface to receive sod to completely remove any soil crust no more than one day prior to laying sod.
  2. Moisten prepared surface immediately prior to laying sod. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

3. Sod shall be laid within 24 hours from the time of stripping. Do not plant dormant sod or if the ground is frozen.
4. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent sod.
5. Place top elevation of sod 1/2 inch below adjoining edging or paving.
6. Water sod thoroughly with a fine spray immediately after planting.
7. After sod and soil have dried, roll seeded areas to ensure a good bond between the sod and soil and to remove minor depressions and irregularities.
8. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout.
9. Warranty sodding for a period of one (1) year from the end of the 90 day maintenance period. If sod fails or lacks vigor and full growth as determined by the Landscape Architect, the Contractor will repeat site preparation operations and re-sod affected areas at the Contractor's expense.
10. Note: Sod shall be a premium Kentucky Bluegrass blend, and is required in all areas indicated on the plans as well as areas which have been affected by construction. Sod can be placed as long as water is available and the ground surface can be properly prepared. Sod shall not be laid on frozen or snow-covered ground. Sod shall be strongly rooted, not less than two (2) years old and free of weeds and undesirable native grasses. Sod should be machine cut to pad thickness of 3/4" (plus or minus 1/4"), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant). Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on the upper 10% of pad will not be accepted.

- ing of plant material and seeding operations:
1. Seeding of specified areas shall occur when the soil temperature is above 55° F. No seed shall be sown during periods of high winds, or when the ground is not in proper condition for seeding (see section 3-02 (G)). Seeding operations for the specified mixes shall occur in the spring time frame of April 15 through June 30 and in the summer time frame of August 15 through December 1. The mixes containing bluegrass and fescue seed must have six weeks to harden off for winter survival.
  2. Sod shall be installed when the ground is not frozen or snow covered and temperatures are less than 80° F. It shall not be placed during a period of extended drought.
  3. Herbaceous ornamental plants shall be planted between May 1 and June 15 or between August 15 and December 1.
  4. Spring planting of woody ornamental plants shall be performed from the time the soil can be easily worked until June 1, except that evergreen planting shall end on May 15. Oak, hawthorn and red maple species will only be planted during this spring planting period. Fall planting will begin August 15 and will continue until the ground cannot be worked satisfactorily, except that evergreen planting shall be performed between August 15 and December 1.

### 3-04 MAINTENANCE:

- A. All plantings shall be maintained by the Contractor for a period of 90 days after preliminary acceptance by the Owner or his/her representative. Maintenance shall include but is not limited to: mowing and edging turf, pulling weeds, watering turf areas and plant material plus annual flower maintenance. The Contractor will reset settled plants to proper grade and position. Dead material will be removed. Stakes and guy wires will be tightened and repaired as required.

### 3-04 ACCEPTANCE:

- A. All plant material (excluding annual color), shall be warranted for one (1) year after the end of the 90 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner or his/her representative.

### 3-06 SITE CLEAN-UP:

- A. The Contractor shall protect the property of the Owner and the work of other contractors. The Contractor shall also be directly responsible for all damage caused by the activities and for the daily removal of all trash and debris from his/her work area to the satisfaction of the landscape architect .

[illegible]

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Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers

**TINLEY PARK BUSINESS CENTER**

19501-19701 HARLEM AVENUE, TINLEY PARK

## LANDSCAPE SPECIFICATIONS

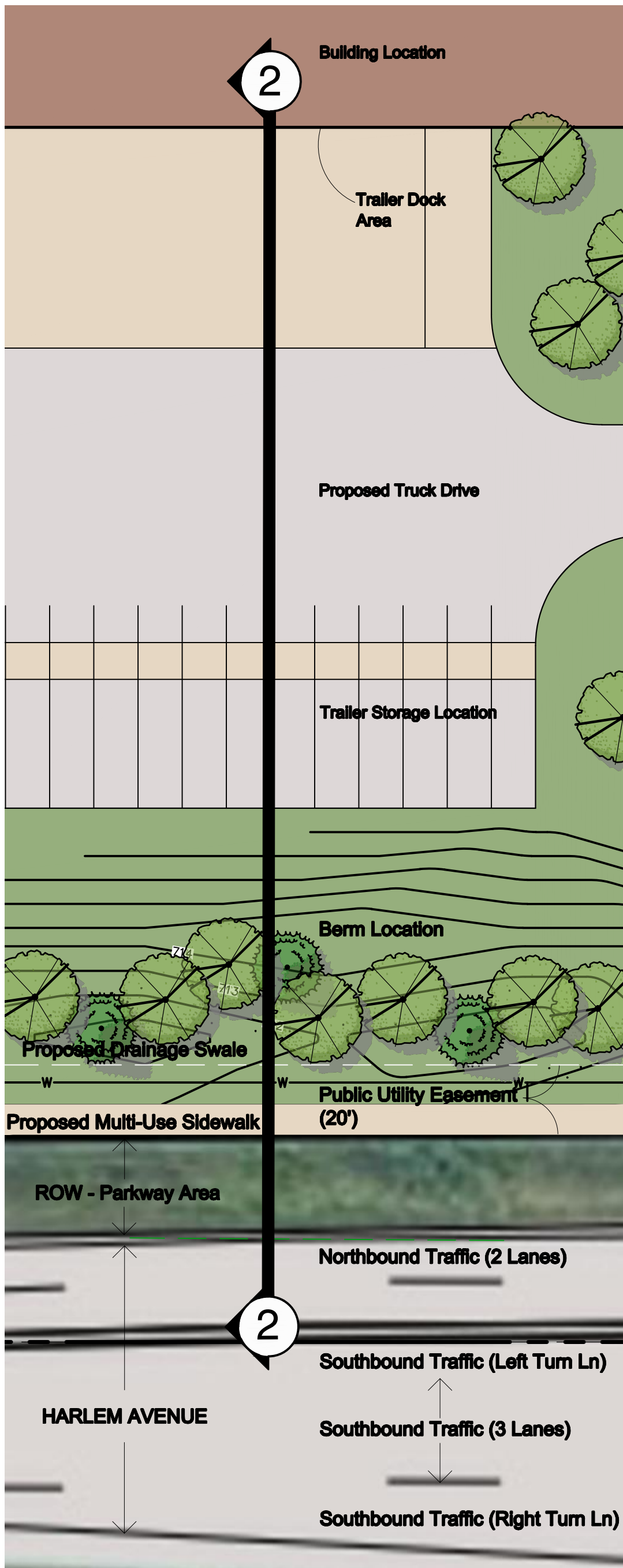
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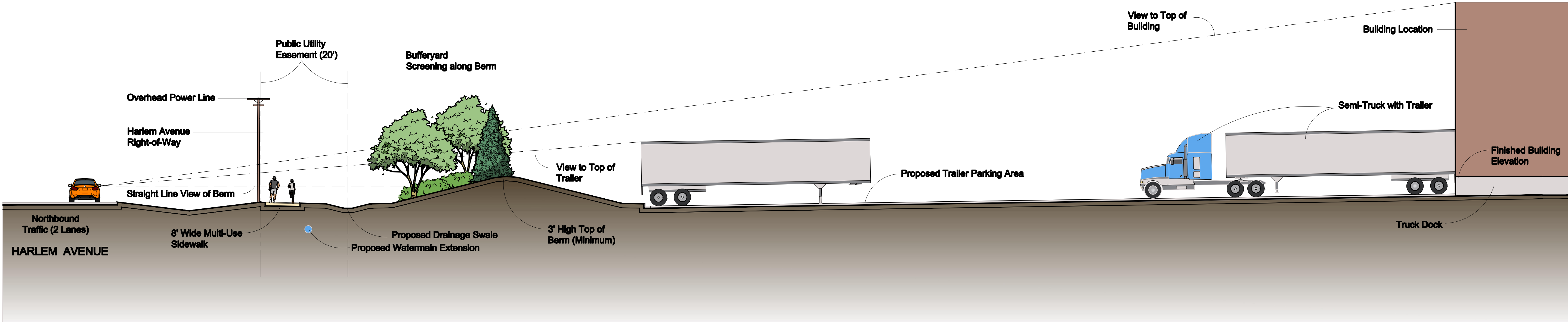
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# 1 SECTION OF HARLEM BERM - EAST (NORTHBOUND TRAFFIC)

Scale: 1" = 20'



**2** SECTION OF HARLEM AVENUE BERM - EAST (NORTHBOUND TRAFFIC)  
Scale:  $\frac{1}{12}" = 1'$

[illegible]

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HARLEM AND VOLLMER

VILLAGE OF TINLEY PARK, ILLINOIS

**SECTION OF BERM ALONG EAST HARLEM AVENUE (NORTHBOUND TRAFFIC)**

PROJ. MGR.: ZRS  
 PROJ. ASSOC.: MDE  
 DRAWN BY: JBD  
 DATE: 03-10-21  
 SCALE: 1/8" = 1'

**SHEET**

**1 OF 2**

**SCPTPILO1**

[illegible]

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HARLEM AND VOLLMER

**VILLAGE OF TINLEY PARK, ILLINOIS**

**SECTION OF BERM ALONG WEST HARLEM AVENUE (SOUTHBOUND TRAFFIC)**

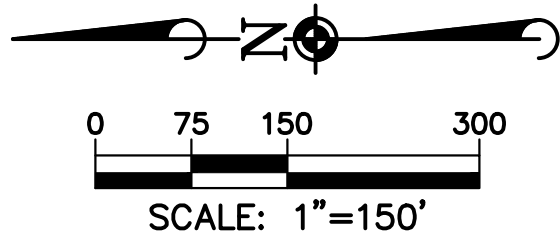
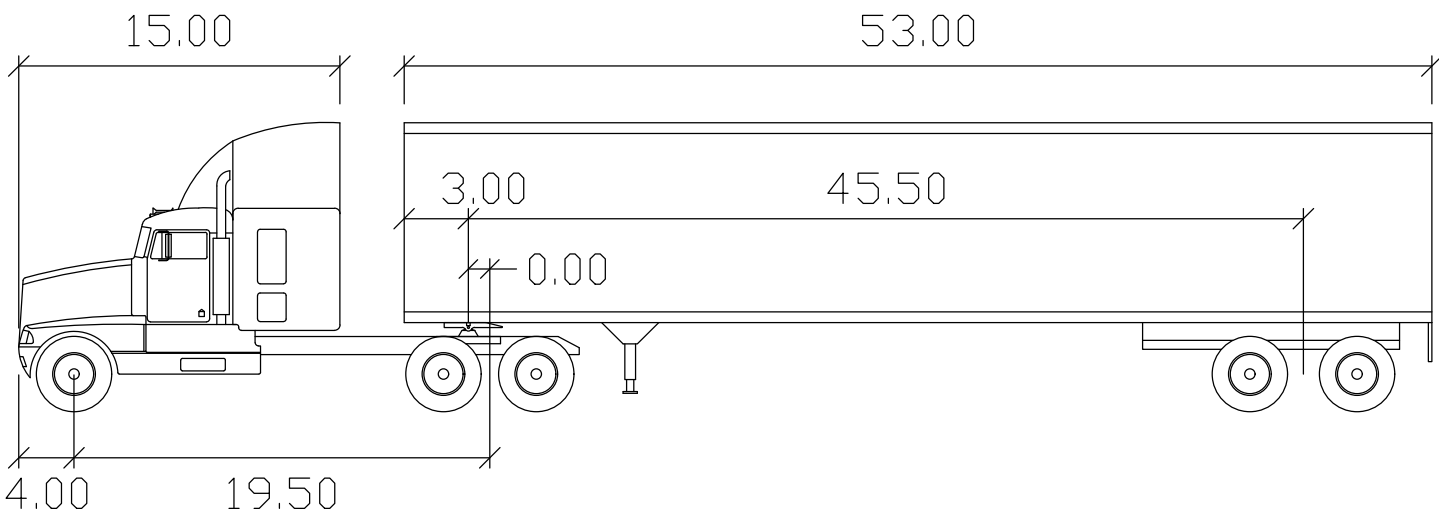
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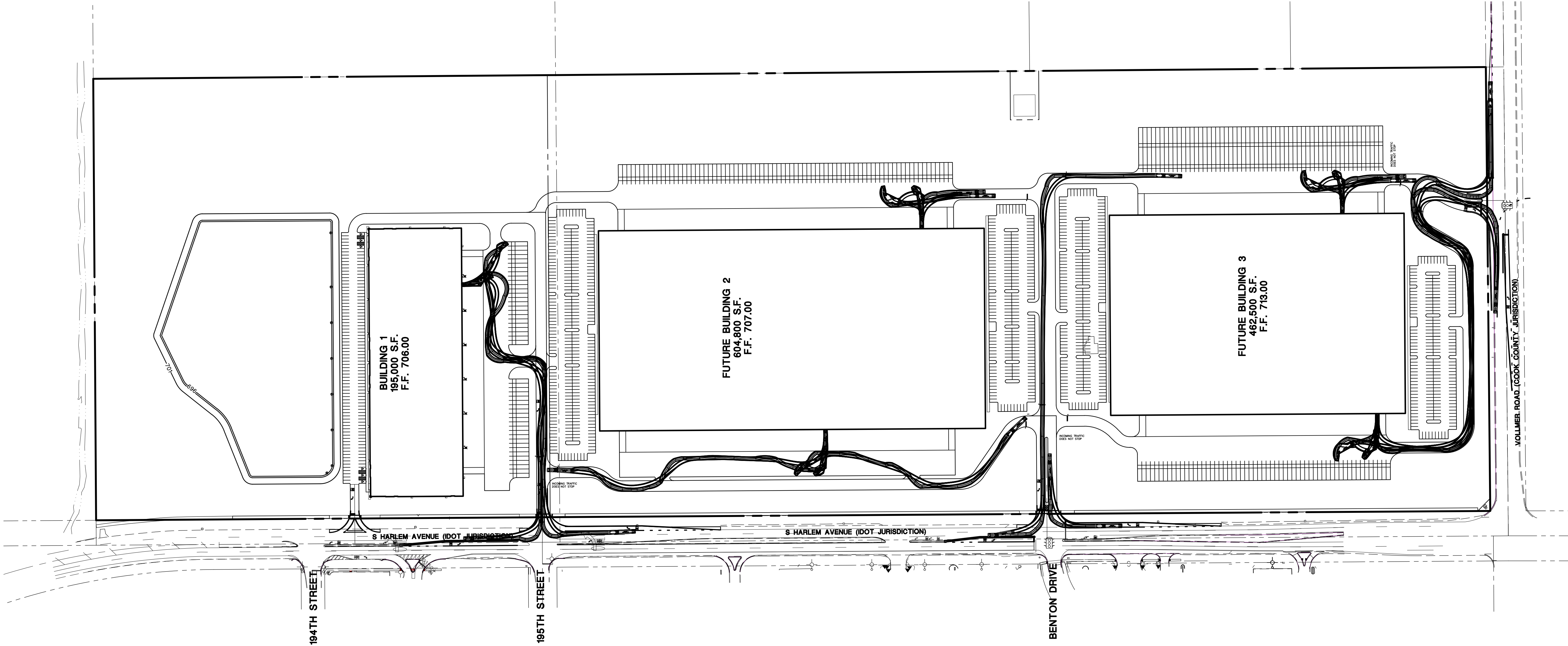
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WB-67

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Trailer Track	: 8.50		



May 4, 2021 - 10:03 Draw Name: P:\Scrip001\Draws\Final Drawings\Exhibits Ena\WB67 Autoturn.dwg Updated By: EFischer

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VILLAGE TINLEY PARK, ILLINOIS  
WB-67 AUTOTURN EXHIBIT

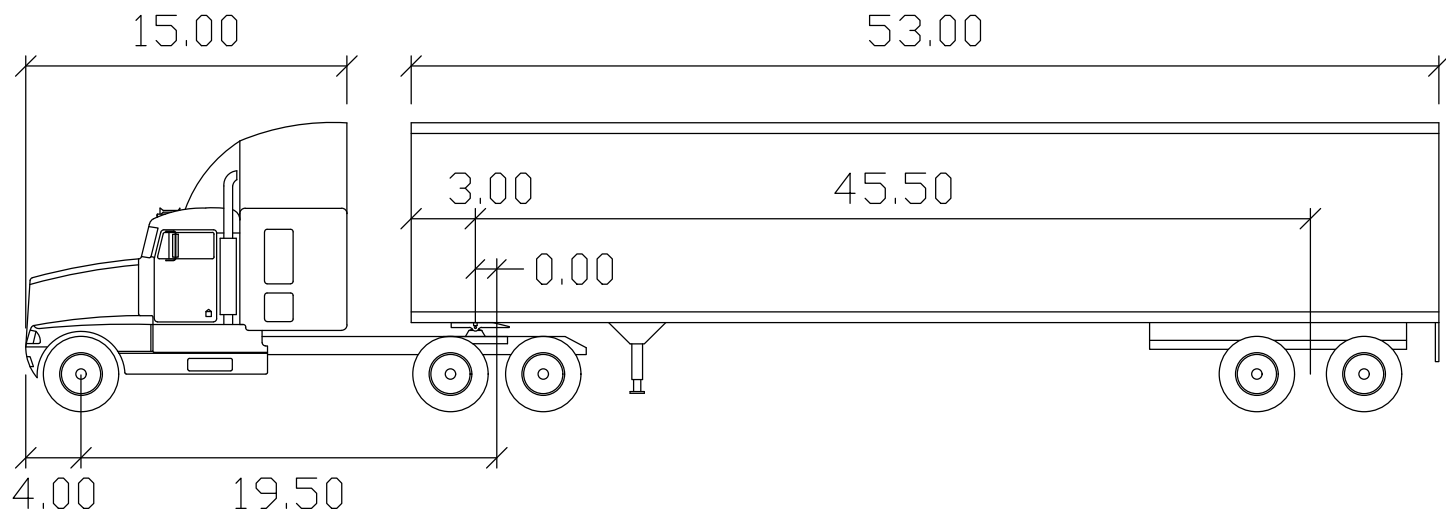
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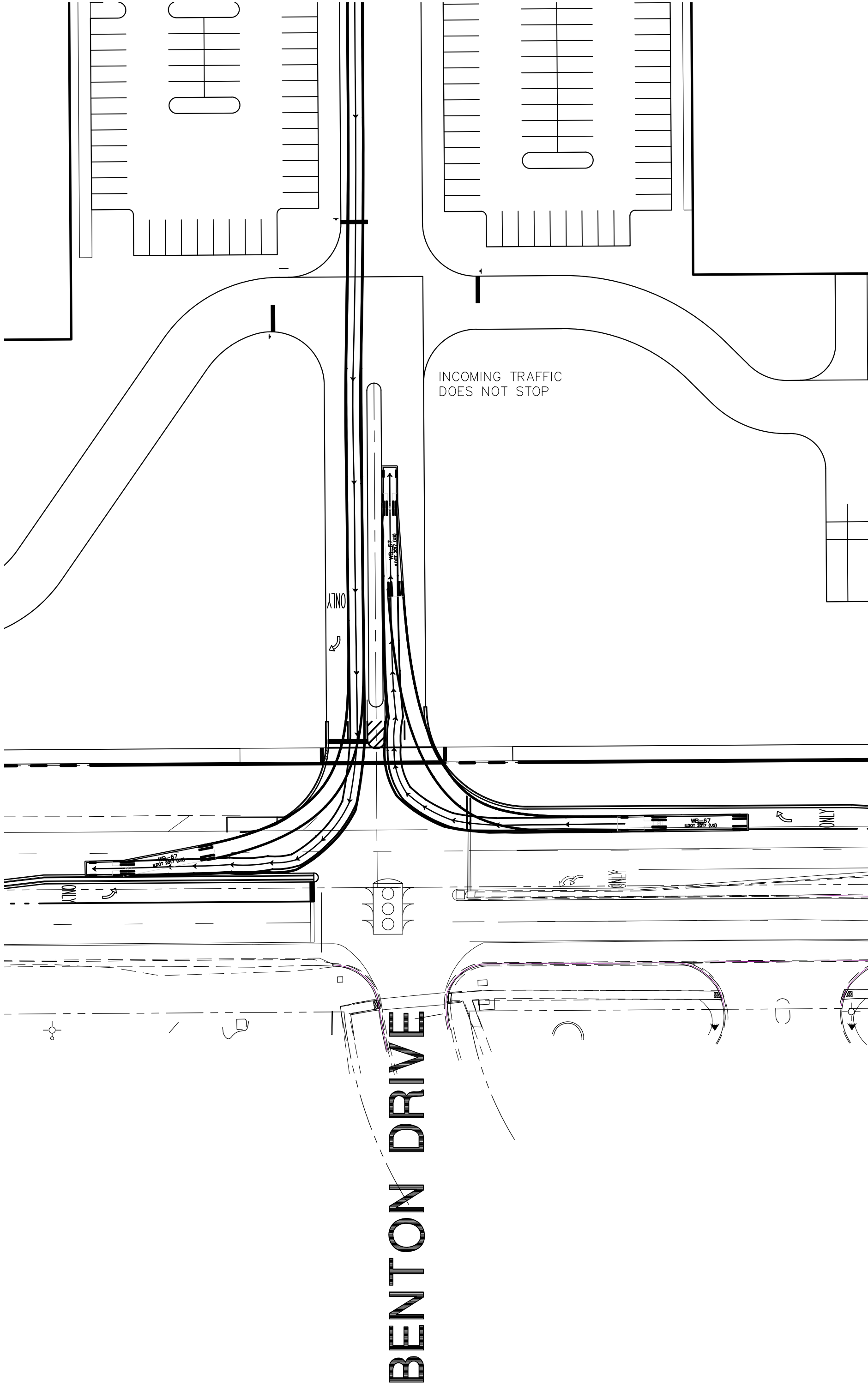
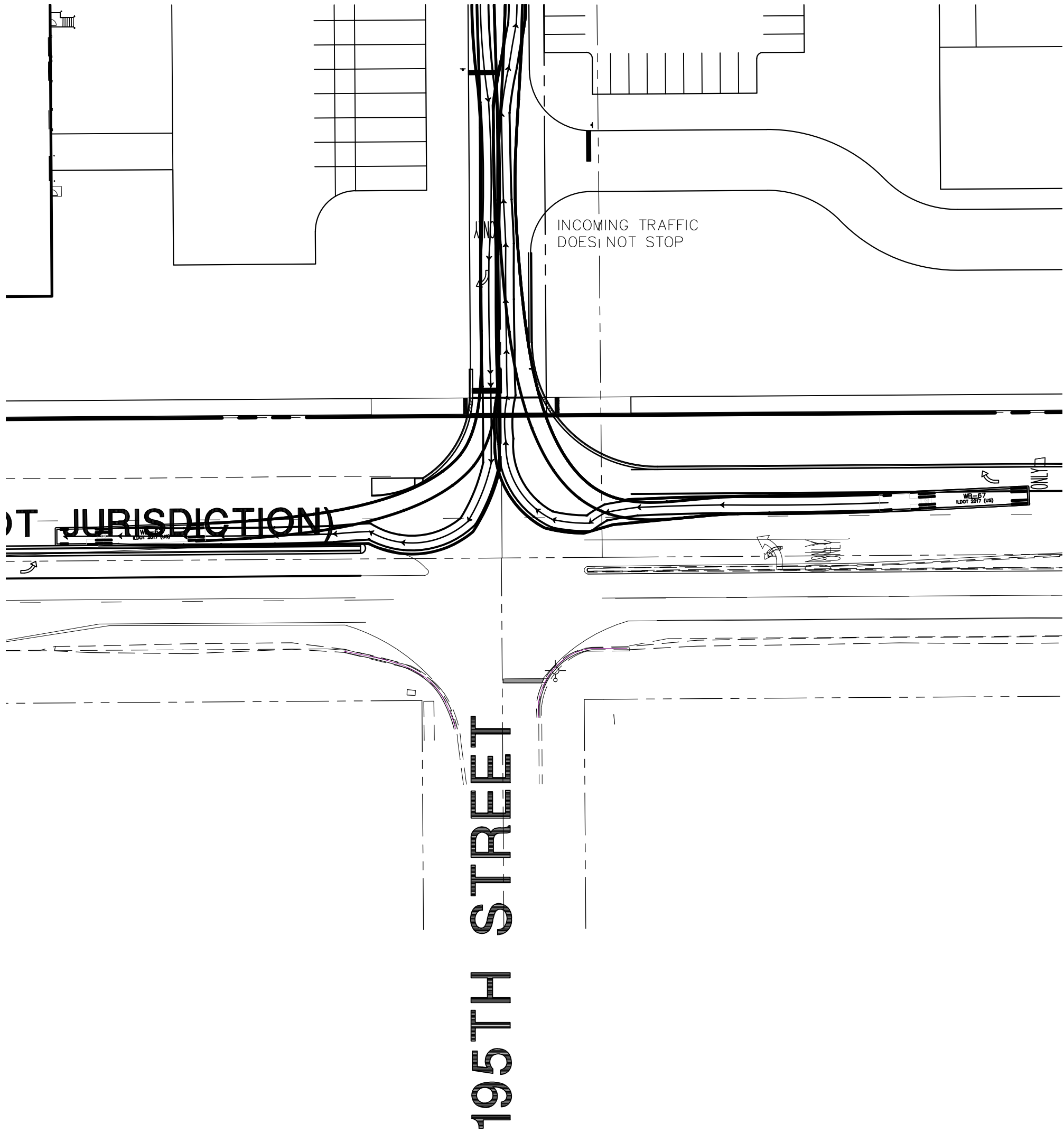
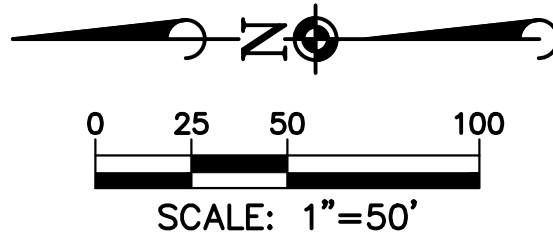
18 West Illinois, 7th Floor, Chicago, IL 60654  
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WB-67

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28,5
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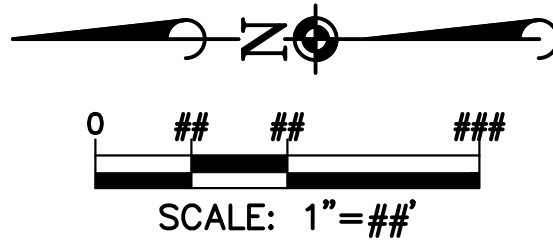
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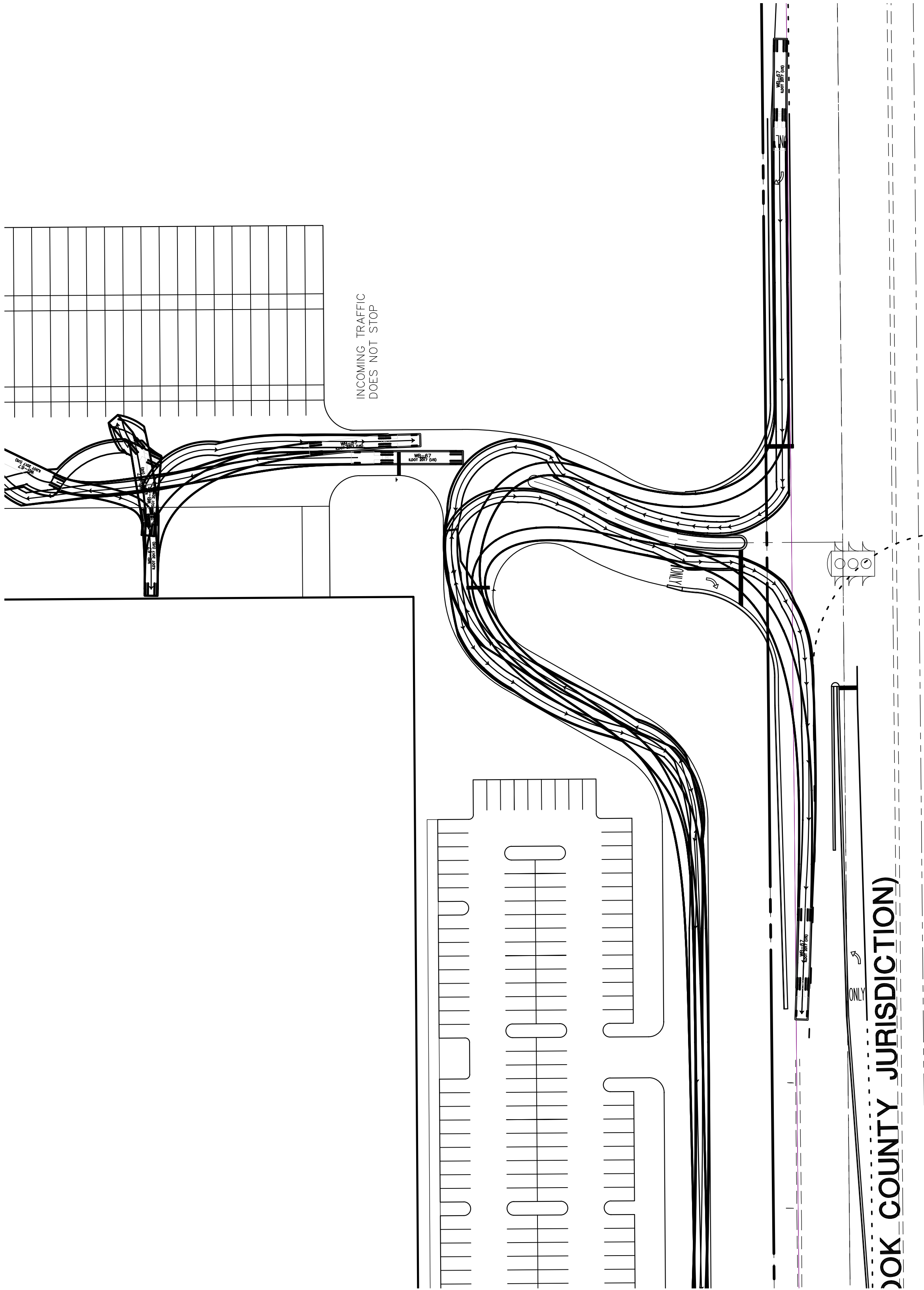
18 West Illinois, 7th Floor, Chicago, IL 60654 ph:312.824.3801 fx:847.634.0095 manhard.com  
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Construction Managers

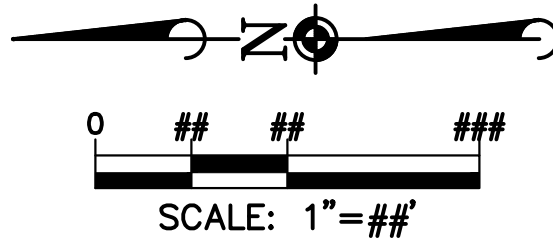




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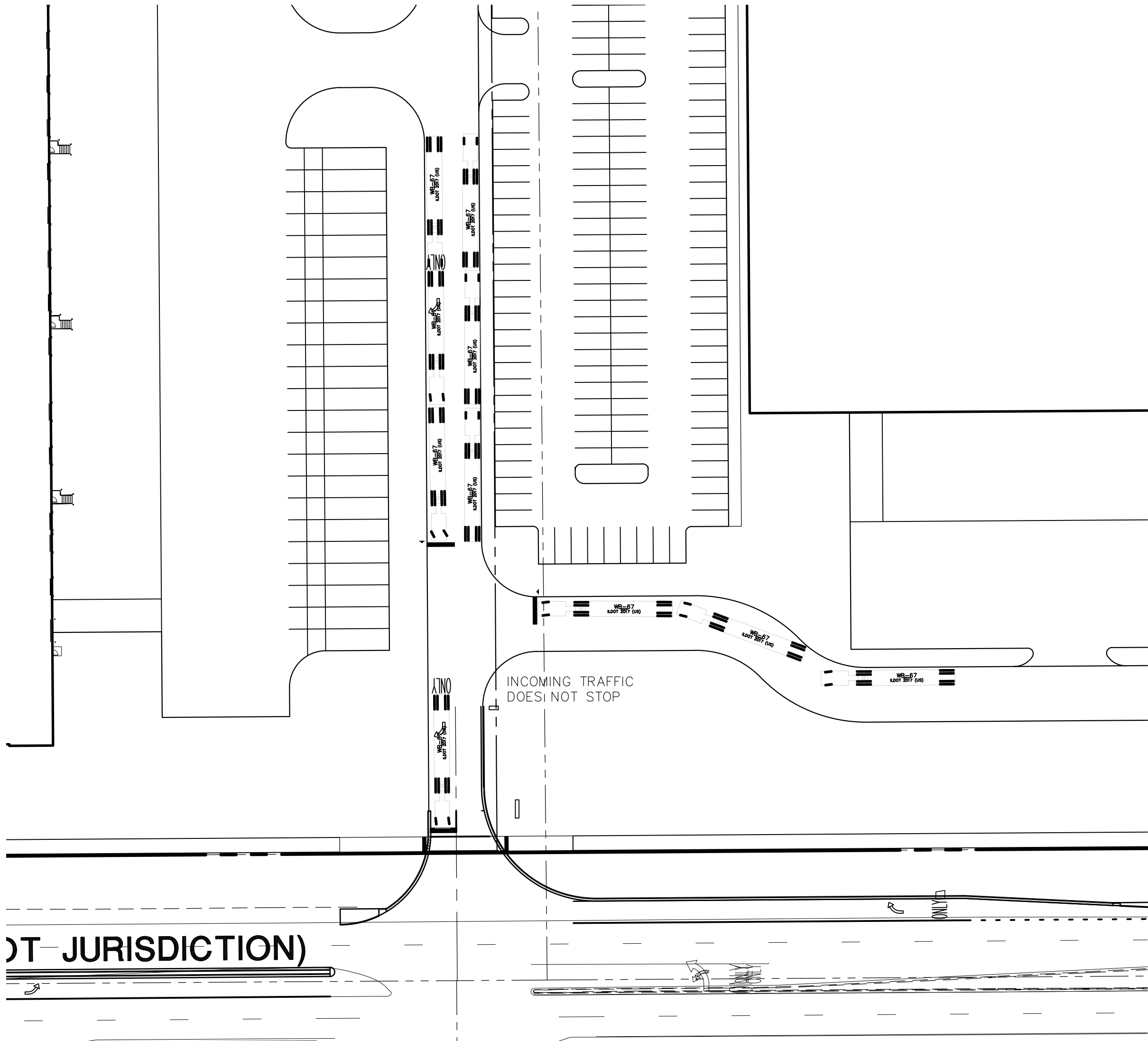
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feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
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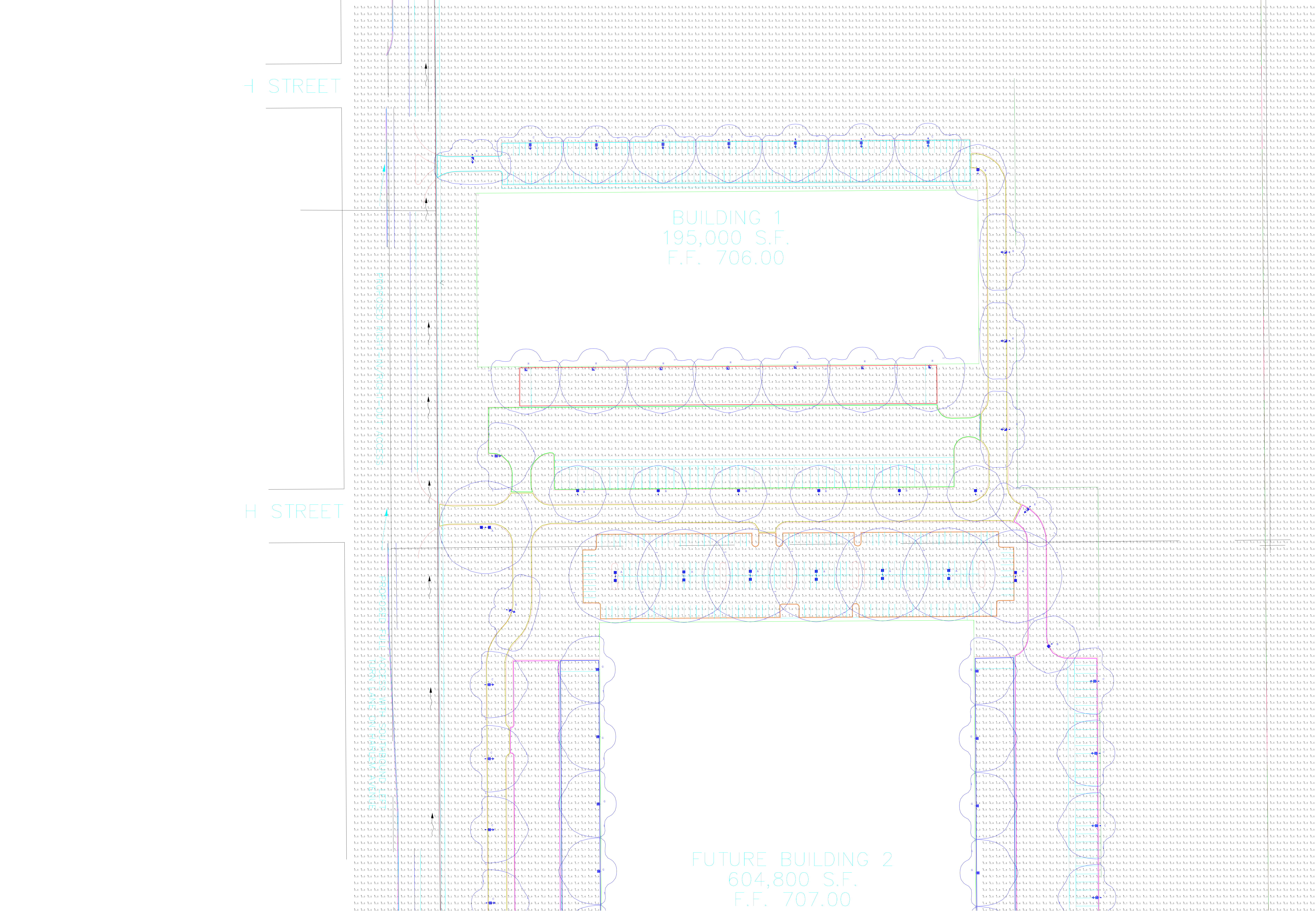






AGENDA - 6/29/2021...

REVISIONS		
REV #	DATE	BY:



BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.

THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS.

Calculation Summary									
Label		Units	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb
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BLDG 2 DOCK DRIVE AND PARKING	Fc	1.09	7.5	0.1	10.90	75.00			
BLDG 2 PARKING	Fc	2.84	5.8	0.4	7.10	14.50			
BLDG 3 DOCK AREA	Fc	2.42	8.8	0.6	4.03	14.67			
BLDG 3 DOCK DRIVE AND PARKING	Fc	1.23	12.1	0.0	N.A.	N.A.			
BLDG 3 PARKING	Fc	2.88	5.8	0.6	4.80	9.67			
MAIN DRIVE	Fc	2.47	7.7	0.3	8.23	25.67			

Luminaire Schedule							
WLS13666 INDUSTRIAL TINLEY PARK, IL PM: HOLLY PLEASE EMAIL US FOR PRICING AT HOLLY@WLSLIGHTING.COM							
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INDUSTRIAL  
TINLEY PARK, IL

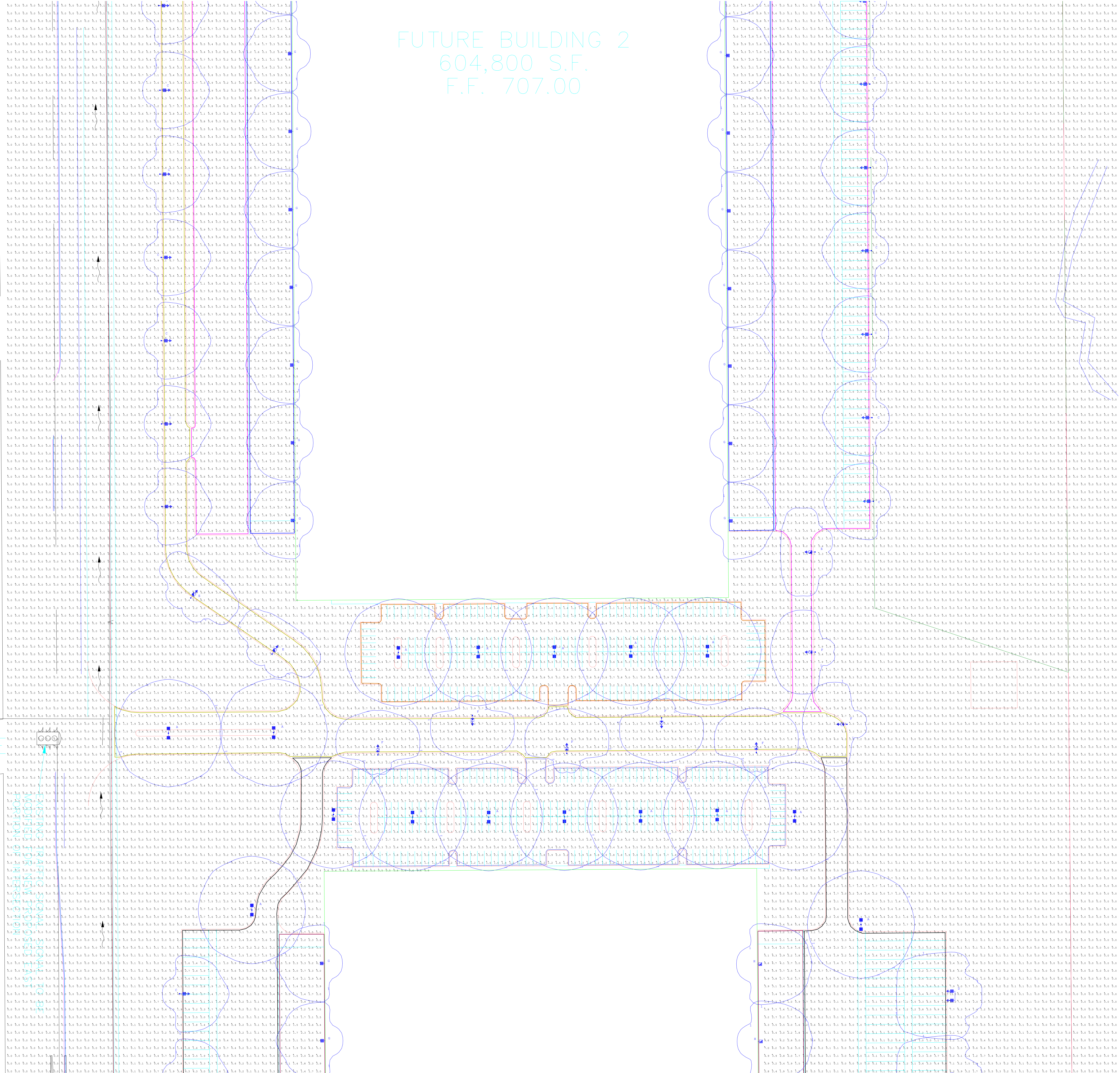
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REV #	DATE	BY:



BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.

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<div></div>	32	C	19783	0.950	WLS-CIA-N-20L-T4-SLW 25' MOUNTING HEIGHT	134	B3-00-G3	
<div></div>	6	D	19783	0.950	WLS-CIA-N-20L-T4-SLW 25' MOUNTING HEIGHT	134	B3-00-G3	
<div></div>	15	E	20280	0.950	WLS-CIA-N-20L-T2-SLW 25' MOUNTING HEIGHT	138	B3-00-G3	
<div></div>	7	F	19975	0.950	WLS-CIA-N-20L-T3-SLW 25' MOUNTING HEIGHT	147	B3-00-G3	
<div></div>	27	G	19783	0.950	WLS-CIA-N-20L-T4-WM-SLW 25' MOUNTING HEIGHT	134	B3-00-G3	
<div></div>	14	H	25070	0.950	WLS-CIA-N-25L-T4-WM-SLW 25' MOUNTING HEIGHT	158	B3-00-G4	

INDUSTRIAL  
TINLEY PARK, IL

WLS LIGHTING  
a WLS company

6820 CORPORATION PKWY  
FORT WORTH, TX 76126  
WWW.WLSLIGHTING.COM



REV #	DATE	BY:
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REV #	DATE	BY:
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Sym	

THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS.

INDUSTRIAL  
TINLEY PARK, IL

WWW.WLSLIGHTING.COM

800-633-8711

SCALE: 1"=50'

BY: J.P.

SHEET 3 OF 3



Type: 

# CLA SERIES LED AREA

## SPECIFICATIONS

**APPLICATION** - The CLA Series of high output LED luminaires are designed for new outdoor parking area lighting and to be a replacement for HID area lights. They are optimal for lighting applications where long life, low maintenance and consistent color rendering is required. The high efficient/lumen output allows the fixture to be used for parking, restaurant, quick service, shopping centers or general area lighting applications.

**CONSTRUCTION** - The heavy-duty housing is constructed of cast aluminum with heat dissipating fins. The optical assemblies are sealed in place using a silicone gasket for weather tight protection. ETL listed for wet locations (IP65). Each fixture can accommodate advanced wireless control, management and reporting systems for outdoor lighting when ordered with the optional accessories (verify compatibility if using controls supplied by others) such as CLTARM mounting (required).

**FINISH** - A corrosion-resistant epoxy E-Coat layer that forms a uniform and all-encompassing protective barrier is applied to the fixtures prior to electrostatically applying a super durable powder coat finish. Standard colors available: Black, Bronze, US Green and White. Custom colors available on request.

**OPTICAL SYSTEM** - Made with state of the art UV stabilized acrylic high performance refractive optical assemblies that use high transmissivity materials to achieve precise photometric distributions. Available in Type II, III, IV, IV Automotive, Automotive Frontline Wide, IV Tennis, V Medium and V Wide Beam configurations. Star Light friendly (meets or exceeds Dark Sky requirements) in the horizontal position.

**ELECTRICAL SYSTEM** - Available in up to a 70,000 LED lumens in most optical distributions with either 5000K Cool White (+/- 500K), 4000K Neutral White or 3000K Warm White color temperatures. LED's rated for over 50,000 hours at 25°C ambient temperature. Available with 120-277 50/60 Hz power supply. 480V and 347V input option available. 0-10V dimming. Built-in surge protection up to 10 kV. Built-in Active PFC Function LED driver conforms to UL8750 standards.

**MOUNTING** - Proprietary slide-on mounting system allows for quick installation. The CLA can be ordered with an aesthetically pleasing arm mount (CLAARM - required for integrated dynamic control systems), a 2" adjustable slip fitter (CLA2AF) for mounting on a standard 2-3/8" OD tenon and an entire complement of pole brackets with integrated quick mount technology. CLASM for direct mounting to poles in single (1@90°) or D180 (2@ 180°).

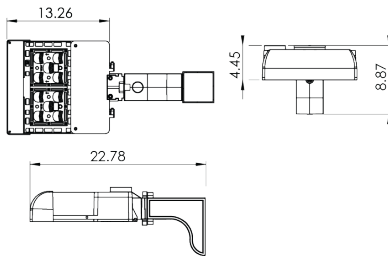
**LISTINGS** - Complies with UL8750, ETL listed for wet locations. Meets US and Canadian safety standards. -40°C to 50°C ambient operation. RoHS Compliant.

**WARRANTY** - The complete luminaire is covered by a 5-year limited warranty.

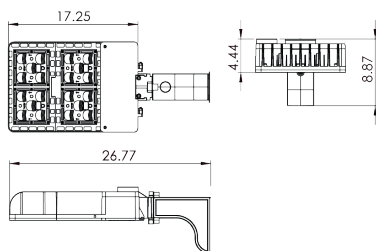


## DIMENSIONS

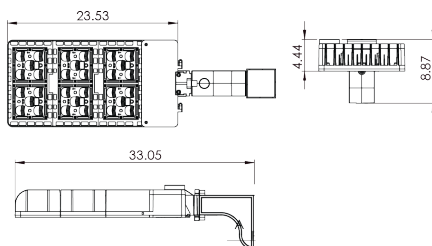
Dimensions shown for 5L - 20L Brick Unit



Dimensions shown for 25L - 40L Brick Unit



Dimensions shown for 45L - 70L Brick Unit



## FIXTURE WEIGHTS (APPROXIMATE)

	2 BRICK	4 BRICK	6 BRICK
Weight (lbs)	14 lbs	20 lbs	28 lbs



Project Name: \_\_\_\_\_

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

Location: \_\_\_\_\_

Notes: \_\_\_\_\_

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# CLA SERIES

## LED AREA

### ORDERING INFORMATION

SELECT APPROPRIATE CHOICE FROM EACH COLUMN TO FORMULATE ORDER CODE.

Refer to example below.

PRODUCT	COLOR TEMP	NOMINAL LUMENS	OPTICS	VOLTAGE	OPTIONS	FINISH	ACCESSORIES
<b>CLA</b>	<b>C</b> Cool White (5000K) <b>N</b> Neutral White (4000K) <b>W</b> Warm White (3000K)	<b>5L</b> 5000 Lumens <b>8L</b> 8000 Lumens <b>10L</b> 10,000 Lumens <b>12L</b> 12,000 Lumens <b>15L</b> 15,000 Lumens <b>20L</b> 20,000 Lumens <b>25L</b> 25,000 Lumens <b>30L</b> 30,000 Lumens <b>35L</b> 35,000 Lumens <b>40L</b> 40,000 Lumens <b>45L</b> 45,000 Lumens <b>50L</b> 50,000 Lumens <b>55L</b> 55,000 Lumens <b>60L</b> 60,000 Lumens <b>65L</b> 65,000 Lumens <sup>9</sup> <b>70L</b> 70,000 Lumens <sup>9</sup>	<b>T2</b> Type II <b>T3</b> Type III <b>T4</b> Type IV <b>FAW</b> Frontline Auto Wide <b>T4T</b> Type IV Tennis <b>T5M</b> Type V Medium <b>T5W</b> Type V Wide	<b>1</b> Multi-Volt <sup>1</sup> <b>2</b> 347-480 (HV)	<b>PCR7</b> 7 Pin Twist-Lock Photocell Receptacle ANSI C136.41 & Receptacle Shorting Cap <sup>6</sup>	<b>BZ</b> Bronze <b>BK</b> Black <b>GR</b> US Green <b>WH</b> White <b>SP</b> Special <sup>2</sup>	<b>CLA2AF</b> 2" Adjustable Slip Fitter <sup>7,8</sup> <b>PC2</b> 480V Twist-Lock Photocell <b>PC7</b> Multi-Tap (105-285V) Twist-Lock Photocell <b>CLAARM</b> Decorative Arm Mount (0.3 EPA, 3.7 lbs) <sup>7</sup> <b>CLASM</b> Slide Mount Adaptor <sup>3,7</sup> <b>CLAB15</b> Adjustable Yoke Mount with Slide Adaptor <sup>8</sup> <b>CLAARMR</b> Decorative Arm Mount for Round Poles (0.3 EPA, 3.7 lbs) <b>CLAARMFSP</b> Arm with Integrated PIR Motion Sensor <b>S215</b> Angled Back Light Shield <sup>4</sup> <b>S219</b> Large Angled Back Light Shield <sup>5</sup> <b>TLWSFSIR-100</b> Remote Hand held Sensor Configuration Tool <b>TLWSFSIR-L2</b> 360° Lens, Maximum Coverage 48' Diameter From 8' Height <b>TLWSFSIR-L3</b> 360° Lens, Maximum Coverage 40' Diameter From 20' Height <b>TLWSFSIR-L4</b> 360° Lens, Maximum Coverage 60' Diameter From 40' Height <b>TLWSFSIR-L7</b> 360° Lens, Maximum Coverage 100' Diameter From 40' Height <b>CLAHT238</b> Horizontal 2-3/8" OD Tenon Mount

### ORDER:

WLS-CTL

Example: WLS-CTL-N-25L-T5W-1-B-PCR7-BZ

### FOOTNOTES:

- 1 Multi-Volt is an auto ranging power supply from 100V to 300V input.
- 2 Custom RAL color matching is available. Contact your sales professional for additional information.
- 3 Slide mount adaptor for direct pole mounts cannot be used when mounting fixtures at 90° increments.
- 4 Requires one piece for 5L-20L units; two pieces for 25L-40L units.
- 5 Requires one piece for 45L-60L units.
- 6 PCR7 photocell receptacle must be oriented in the field so that the light sensor on the control is facing North. When using with the CLA2AF, the fixture must be in a downward facing position (<90° tilt). Use of the PCR7 with a fixture in an upward facing position will void warranty.
- 7 Accessory mounting device must be ordered for each luminaire to provide mounting means.
- 8 Do not tilt the CLA more than 45 degrees upward from horizontal when using the CLT2AF & CTLB15.
- 9 Only available in certain optics and wattages. See LUMINAIRE CHARACTERISTICS table for details.

**CLAARM**  
Decorative Arm Mount (0.3 EPA, 3.5 lbs.) with Slide Mount Adaptor



NOTES

<sup>4</sup> = Requires one piece for 5L-20L units; two pieces for 25L-40L units.

<sup>5</sup> = Requires one piece for 45L-60L units.

<sup>9</sup> = PCR7 photocell receptacle must be oriented in the field so that the light sensor on the control is facing North.

**CLA2AF**<sup>5</sup>  
2" Adjustable Slip Fitter  
with Slide Mount Adaptor



**CLASM**  
Slide Mount Adaptor  
for square pole mount only



**PC2**  
480V Twist-Lock  
Photocell  
  
**PC7**  
Multi-Tap (105-285V)  
Twist-Lock Photocell



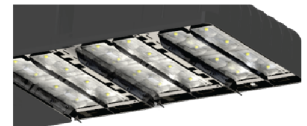
**PCR7**<sup>9</sup>  
7-Pin Twist-Lock Photocell  
Receptacle ANSI C136.41  
and Receptacle Shorting Cap



**CLAB15**<sup>8</sup>  
Adjustable Yoke Mount with  
Slide Adaptor



**S219**<sup>5</sup>  
Large Angled Back Light Shield



**S215**<sup>4</sup>  
Angled Back Light Shield



LUMINAIRE EPA CHART - CLAARM			
EPA's shown include both the fixture and the mounting apparatus.			
FIXTURE CONFIGURATION	2 BRICK EPA's	4 BRICK EPA's	6 BRICK EPA's
1 @ 90°	0.8	0.9	1.1
2 @ 180°	1.5	1.7	2.1
2 @ 90°	1.4	1.5	1.7
3 @ 90°	2.1	2.3	2.6
4 @ 90° or 4 @ 70°	2.2	2.5	2.6

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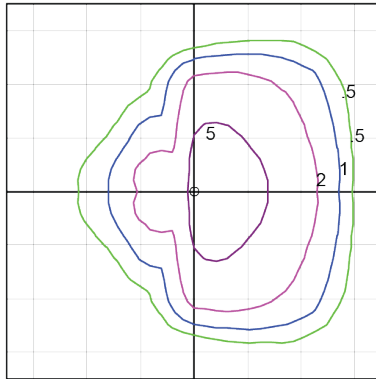


# CLA SERIES

LED AREA

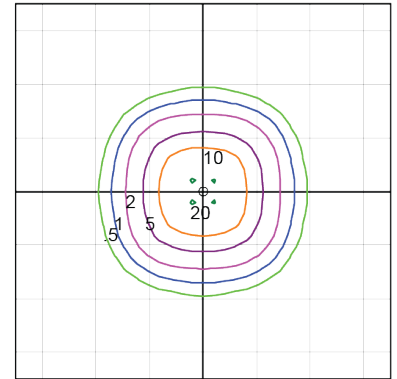
## IES INDOOR REPORT PHOTOMETRIC FILE

Typical Type III  
photometric optical  
distribution

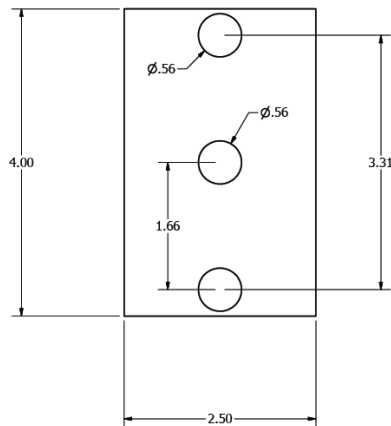


## IES INDOOR REPORT PHOTOMETRIC FILE

Typical Type 5M  
photometric optical  
distribution

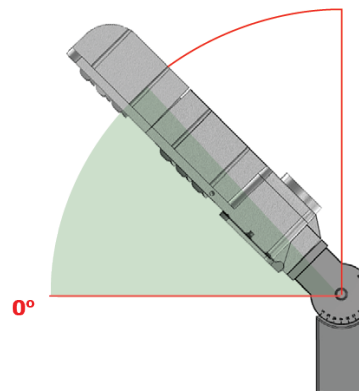


CLA - Not to Scale



45° Maximum Tilt

90°



Do not tilt the CLA more than 45 degrees upward from horizontal when using the CLA2AF

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

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Notes: \_\_\_\_\_

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# CLA SERIES

## LED AREA

COOL WHITE																						
Output ID	Nominal Lumens	TYPE FAW			TYPE II			TYPE III			TYPE IV			TYPE 4T			TYPE 5M			TYPE 5W		
		System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W
		BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating		
5L	5,000	5012	35	145	5525	35	160	5126	35	148	5557	35	160	5723	35	165	5663	35	164	5702	35	165
		B1-U0-G1			B1-U0-G1			B1-U0-G1			B2-U0-G2			B2-U0-G1			B2-U0-G0			B3-U0-G2		
8L	8,000	8206	59	139	8200	53	155	8392	59	142	5247	53	156	8495	53	161	8405	53	159	8463	53	160
		B2-U0-G2			B2-U0-G2			B2-U0-G2			B2-U0-G2			B3-U0-G1			B3-U0-G0			B3-U0-G2		
10L	10,000	10393	78	134	9864	65	151	9912	71	139	9920	65	152	10218	65	157	10110	65	155	10179	65	156
		B2-U0-G2			B2-U0-G2			B2-U0-G2			B2-U0-G2			B3-U0-G1			B3-U0-G0			B4-U0-G2		
12L	12,000	11808	83	142	11455	78	147	11753	79	149	11521	78	148	11867	78	153	11742	78	151	11822	78	152
		B2-U0-G2			B2-U0-G2			B2-U0-G2			B3-U0-G3			B3-U0-G1			B3-U0-G0			B4-U0-G2		
15L	15,000	15084	111	136	15177	97	156	15265	106	144	15216	97	157	15207	92	164	15045	92	163	15017	82	162
		B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G1			B3-U0-G1			B4-U0-G2		
20L	20,000	20096	157	128	19837	134	148	20082	147	136	19888	134	149	20146	129	156	19931	129	154	19894	129	154
		B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G2			B4-U0-G1			B5-U0-G3		
25L	25,000	24813	176	141	25139	158	159	24761	167	148	25204	158	160	24913	149	167	24647	149	166	24601	149	165
		B3-U0-G3			B3-U0-G3			B3-U0-G4			B3-U0-G4			B4-U0-G2			B4-U0-G1			B5-U0-G4		
30L	30,000	30167	221	136	30354	194	156	29456	203	145	30432	194	157	30415	185	164	30090	185	163	30034	185	162
		B3-U0-G3			B3-U0-G3			B3-U0-G4			B3-U0-G4			B4-U0-G2			B5-U0-G1			B5-U0-G4		
35L	35,000	35380	267	132	35005	231	152	34967	249	140	35095	231	152	35370	221	160	34992	221	158	34928	221	158
		B3-U0-G4			B4-U0-G4			B3-U0-G4			B3-U0-G4			B4-U0-G2			B5-U0-G1			B5-U0-G4		
40L	40,000	40193	313	128	39674	267	148	40164	295	136	39777	267	149	40292	258	156	39861	258	154	39788	258	154
		B3-U0-G4			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G2			B5-U0-G1			B5-U0-G4		
45L	45,000	45251	332	136	45070	313	144	44184	305	145	454187	313	144	44913	295	152	45547	304	150	45463	304	150
		B3-U0-G4			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G2			B5-U0-G2			B5-U0-G5		
50L	50,000	50024	373	134	50743	332	153	50773	360	141	50874	332	153	49408	305	162	50663	318	159	50570	318	159
		B4-U0-G5			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G3			B5-U0-G2			B5-U0-G5		
55L	55,000	54545	415	132	5431	360	151	55644	401	139	54442	360	151	54900	346	159	54313	346	157	54213	346	157
		B4-U0-G5			B4-U0-G5			B4-U0-G5			B4-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
60L	60,000	60289	470	128	59511	401	148	60246	442	136	59665	401	149	60437	387	156	59792	387	154	59687	387	154
		B4-U0-G5			B4-U0-G5			B5-U0-G5			B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
65L	65,000	N/A			6443	442	146	64669	484	134		442	146	65680	429	153	64987	429	152	64858	429	151
					B5-U0-G5			B5-U0-G5			B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
70L	70,000	N/A			69163	484	143	N/A			69342	484	143	70686	470	150	69931	470	149	69802	470	149
					B5-U0-G5						B5-U0-G5			B5-U0-G5			B5-U0-G3			B5-U0-G2		



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# CLA SERIES

## LED AREA

NEUTRAL WHITE																						
Output ID	Nominal Lumens	TYPE FAW			TYPE II			TYPE III			TYPE IV			TYPE 4T			TYPE 5M			TYPE 5W		
		System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W
		BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating		
5L	5,000	5136	35	148	5661	35	163	5253	35	152	5964	35	164	5865	35	169	5803	35	168	5843	35	169
		B1-U0-G1			B1-U0-G1			B1-U0-G1			B2-U0-G2			B2-U0-G1			B2-U0-G0			B3-U0-G1		
8L	8,000	8409	59	142	8402	53	159	7796	53	147	8451	53	160	7808	47	167	7726	47	165	7778	47	166
		B2-U0-G2			B2-U0-G2			B2-U0-G2			B2-U0-G2			B3-U0-G1			B3-U0-G0			B3-U0-G2		
10L	10,000	9931	71	139	10107	65	155	10156	71	142	10165	65	156	10470	65	160	10360	65	159	10431	65	160
		B2-U0-G2			B2-U0-G2			B2-U0-G2			B2-U0-G2			B3-U0-G1			B3-U0-G0			B4-U0-G2		
12L	12,000	11745	83	141	11738	78	151	12315	83	148	11805	78	152	12160	78	156	12032	78	155	12114	78	156
		B2-U0-G2			B2-U0-G2			B3-U0-G3			B3-U0-G3			B3-U0-G1			B3-U0-G0			B4-U0-G2		
15L	15,000	15003	111	136	15096	97	156	15184	106	143	15135	97	156	15123	92	164	14965	92	162	14937	92	161
		B2-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G1			B3-U0-G1			B4-U0-G2		
20L	20,000	19989	157	128	20280	138	147	19975	147	135	19783	134	148	20039	129	155	19824	129	154	19788	129	153
		B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G2			B4-U0-G1			B5-U0-G3		
25L	25,000	24681	176	140	25005	158	158	24629	167	148	25070	158	159	24780	149	166	24516	149	165	24470	149	164
		B3-U0-G3			B3-U0-G3			B3-U0-G4			B3-U0-G4			B4-U0-G2			B4-U0-G1			B5-U0-G3		
30L	30,000	30007	221	136	30192	194	156	30368	212	146	30270	194	156	30253	185	164	29930	185	162	29874	185	161
		B3-U0-G3			B3-U0-G3			B3-U0-G4			B3-U0-G4			B4-U0-G2			B5-U0-G1			B5-U0-G4		
35L	35,000	35192	267	132	34818	231	151	34781	249	140	34908	231	151	35182	221	159	34806	221	157	34742	221	157
		B3-U0-G4			B4-U0-G4			B4-U0-G4			B4-U0-G4			B4-U0-G2			B5-U0-G1			B5-U0-G4		
40L	40,000	39976	313	128	39462	267	148	39950	295	135	39565	267	148	40077	158	155	39649	258	154	39576	258	153
		B4-U0-G4			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G2			B5-U0-G1			B5-U0-G4		
45L	45,000	4510	332	136	44831	313	143	45552	318	143	44947	313	143	44674	295	151	45305	304	149	45221	301	149
		B4-U0-G4			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G2			B5-U0-G2			B5-U0-G5		
50L	50,000	49758	373	133	50473	332	152	50503	360	140	50603	332	152	49145	305	161	50393	318	158	50300	318	158
		B4-U0-G5			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G3			B5-U0-G2			B5-U0-G5		
55L	55,000	54254	415	131	55797	373	149	55348	401	138	54152	360	151	54608	346	158	55870	360	155	55767	360	158
		B4-U0-G5			B4-U0-G5			B4-U0-G5			B4-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
60L	60,000	59968	480	128	59195	401	148	59926	442	135	59348	401	148	60116	387	155	59473	387	154	59364	387	153
		B4-U0-G5			B4-U0-G5			B4-U0-G5			B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
65L	65,000	N/A			64090	442	146	64324	484	133	64256	442	145	65330	4229	152	64632	429	151	64513	429	151
					B5-U0-G5			B5-U0-G5			B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
70L	70,000	N/A			68795	484	142	N/A			68973	484	143	7310	470	150	69559	470	148	69431	470	148
					B5-U0-G5						B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		



1919 Windsor Place  
Fort Worth, TX 76110  
800.633.8711

www.wslighting.com

Project Name: \_\_\_\_\_

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

Location: \_\_\_\_\_

Notes: \_\_\_\_\_

55 REV. 12/20

Specifications subject to change without notice.

# CLA SERIES

## LED AREA

WARM WHITE																						
Output ID	Nominal Lumens	TYPE FAW			TYPE II			TYPE III			TYPE IV			TYPE 4T			TYPE 5M			TYPE 5W		
		System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W	System Lumens	System Watts	Lm/W
		BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating			BUG Rating		
5L	5,000	4782	35	138	4891	32	141	4891	35	141	5301	35	153	5461	35	158	5403	35	156	5440	35	157
		B1-U0-G1			B1-U0-G1			B1-U0-G1			B1-U0-G1			B2-U0-G1			B2-U0-G0			B3-U0-G1		
8L	8,000	7829	53	148	7823	53	148	8007	59	136	7868	53	149	8105	53	153	8019	53	152	8074	53	153
		B2-U0-G2			B2-U0-G2			B2-U0-G2			B2-U0-G2			B2-U0-G1			B3-U0-G0			B4-U0-G2		
10L	10,000	9915	71	139	10191	71	143	10141	78	130	12050	71	143	10558	71	148	10447	71	146	10518	71	147
		B2-U0-G2			B2-U0-G2			B2-U0-G2			B2-U0-G2			B3-U0-G1			B3-U0-G0			B4-U0-G2		
12L	12,000	11760	78	151	11915	79	151	12331	88	140	11946	79	151	11322	78	146	11203	78	144	11279	78	145
		B2-U0-G2			B2-U0-G2			B3-U0-G3			B3-U0-G3			B3-U0-G1			B3-U0-G0			B4-U0-G2		
15L	15,000	15301	97	158	14931	102	147	14991	111	135	14970	102	147	15042	97	155	14881	97	153	14854	97	153
		B2-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G1			B3-U0-G1			B4-U0-G2		
20L	20,000	19488	138	141	19849	143	139	199747	157	128	19900	143	139	20207	138	146	19991	138	145	19954	138	144
		B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G3			B3-U0-G2			B4-U0-G1			B5-U0-G3		
25L	25,000	24590	158	156	25102	167	150	24661	176	140	25167	167	151	24915	158	158	24649	158	156	24604	158	156
		B3-U0-G3			B3-U0-G3			B3-U0-G4			B3-U0-G4			B4-U0-G2			B4-U0-G1			B5-U0-G3		
30L	30,000	29590	184	152	29862	203	147	29983	221	135	29940	203	147	30084	194	155	29763	194	153	29708	194	153
		B3-U0-G3			B3-U0-G3			B3-U0-G4			B3-U0-G4			B4-U0-G2			B5-U0-G1			B5-U0-G4		
35L	35,000	35401	240	148	35449	249	142	35164	267	132	35541	249	143	34694	231	150	35496	240	148	35430	240	148
		B3-U0-G4			B4-U0-G4			B4-U0-G4			B4-U0-G4			B4-U0-G2			B5-U0-G1			B5-U0-G4		
40L	40,000	38977	277	141	39697	286	139	39947	313	128	39800	286	139	40414	277	146	39982	277	1454	39908	277	144
		B4-U0-G4			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G2			B5-U0-G1			B5-U0-G4		
45L	45,000	44386	322	138	44793	305	147	44974	332	135	44909	305	147	44670	313	143	45211	322	140	45127	322	140
		B4-U0-G4			B4-U0-G4			B4-U0-G5			B4-U0-G5			B4-U0-G2			B5-U0-G2			B5-U0-G5		
50L	50,000	50307	332	151	49772	346	144	49719	373	133	49901	346	144	50292	332	151	49755	332	150	4963	332	150
		B4-U0-G5			B4-U0-G4			B4-U0-G5			B4-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
55L	55,000	54467	373	146	54793	387	142	54212	415	131	54935	387	142	55597	373	149	55003	373	147	54901	373	147
		B4-U0-G5			B4-U0-G5			B4-U0-G5			B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
60L	60,000	58465	415	141	59546	429	439	59921	470	128	59700	429	139	60621	415	146	59973	415	145	59863	415	144
		B4-U0-G5			B4-U0-G5			B4-U0-G5			B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
65L	65,000	N/A			64085	470	136	N/A			64250	470	137	65462	456	144	64762	456	142	64643	456	142
					B5-U0-G5						B5-U0-G5			B5-U0-G3			B5-U0-G2			B5-U0-G5		
70L	70,000	N/A			N/A			N/A			N/A			N/A			N/A			N/A		



1919 Windsor Place  
Fort Worth, TX 76110  
800.633.8711

www.wslighting.com

Project Name: \_\_\_\_\_

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

Location: \_\_\_\_\_

Notes: \_\_\_\_\_

55 REV. 12/20

Specifications subject to change without notice.



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-O-052**

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**A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF  
SUBDIVISION FOR TINLEY PARK BUSINESS CENTER AT 19501-19701  
HARLEM AVENUE (SCANNELL PROPERTIES)**

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**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

**RESOLUTION NO. 2021-O-052****A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION  
FOR TINLEY PARK BUSINESS CENTER AT 19501-19701 HARLEM AVENUE  
(SCANNELL PROPERTIES)**

**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 Southlands Second Consolidation (Plat") pertaining to certain real property located at 19501-19701 Harlem Avenue, Tinley Park, Illinois generally ("Subject Property"), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

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

**WHEREAS**, the Plan Commission reviewed the proposed Plat on June 3, 2021, at public meetings at which time all persons were afforded an opportunity to be heard; and

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

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

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

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

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

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

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

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

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

PASSED THIS 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> 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-052 “A RESOLUTION APPROVING AND ACCEPTING A FINAL PLAT OF SUBDIVISION FOR TINLEY PARK BUSINESS CENTER AT 19501-19701 HARLEM AVENUE (SCANNELL PROPERTIES),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

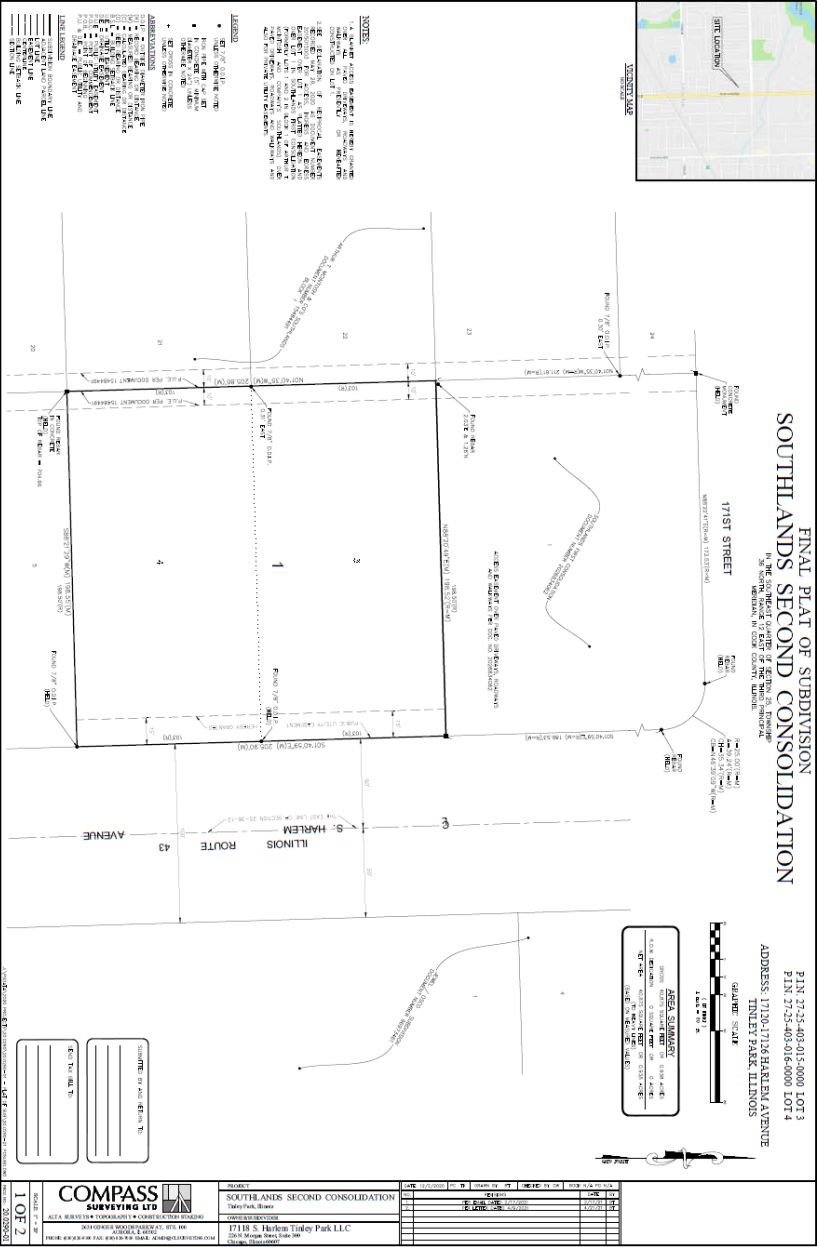
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

---

KRISTIN A. THIRION, VILLAGE CLERK



Exhibit A





BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

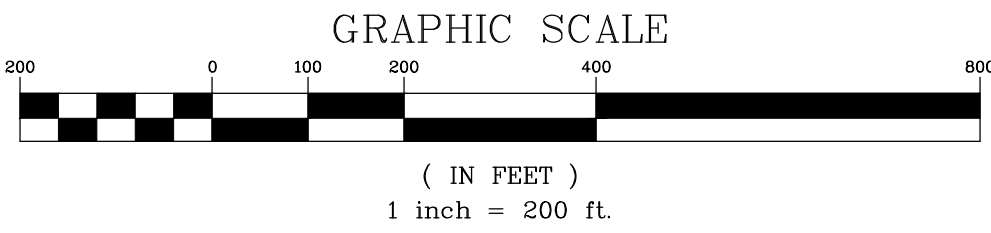
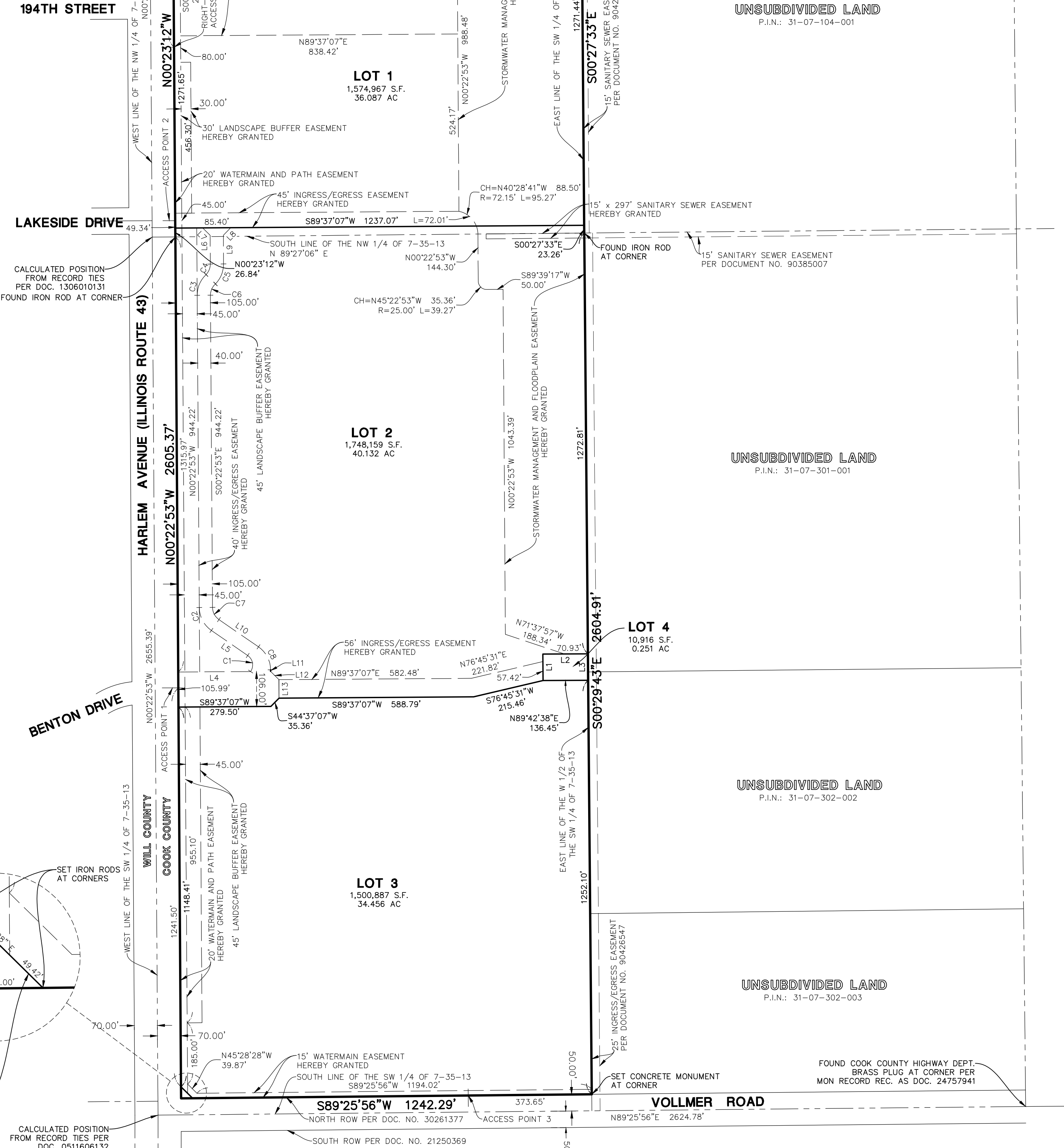


1. THERE SHALL BE AT MOST TWO (2) FULL VEHICULAR ACCESS POINTS ONTO HARLEM AVENUE (ILLINOIS ROUTE 43) FROM LOT 1 AND LOT 2 AS SHOWN HEREON (ACCESS POINTS 1 AND 2).
2. THERE SHALL BE ONE (1) RIGHT-IN, RIGHT-OUT ONLY VEHICULAR ACCESS TO HARLEM AVENUE (ILLINOIS ROUTE 43) FROM LOT 1 AS SHOWN HEREON.
3. THERE SHALL BE AT MOST ONE (1) FULL VEHICULAR ACCESS POINT ONTO VOLLMER ROAD (COUNTY HIGHWAY B66) FROM LOT 3 AS SHOWN HEREON (ACCESS POINT 3).
4. ACCESS TO AND FROM LOT 4 SHALL BE VIA INTERNAL CIRCULATION. A SEPARATE DOCUMENT SHALL GOVERN ALL INTERNAL ACCESS TO LOT 1, LOT 2, LOT 3 AND LOT 4.

THE WITHIN DESCRIBED REAL ESTATE WILL BE SUBJECT TO THE PROVISIONS OF THAT CERTAIN DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR LINLEY PARK, A COMMUNITY DEVELOPMENT, RECORDED IN PUBLIC RECORDS BOOK NO. 106, PAGE 178, COUNTY OF LOS ANGELES, CALIFORNIA, AS AMENDED, SUPPLEMENTED, RESTATED, AND/OR MODIFIED FROM TIME-TO-TIME (THE "DECLARATION"). THE DECLARATION WILL PROVIDE FOR (A) THE INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (B) THE CONSTRUCTION OF SUCH IMPROVEMENTS LOCATED WITHIN THE INGRESS/EGRESS EASEMENT, LANDSCAPE BUFFER AND EASEMENT, STORMWATER TREATMENT BASIN, AND FLOODPLAIN EASEMENT; (C) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (D) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (E) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (F) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (G) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (H) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (I) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (J) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (K) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (L) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (M) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (N) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (O) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (P) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (Q) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (R) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (S) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (T) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (U) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (V) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (W) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (X) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (Y) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS; (Z) THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REPLACEMENT OF ANY IMPROVEMENTS LOCATED WITHIN THE COMMON AREAS.

1. DIMENSIONS ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.
2. SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
3. LOT 3 EASEMENTS FOR INGRESS/EGRESS, LANDSCAPE, STORMWATER AND SANITARY SHALL BE GRANTED BY A SEPARATE DOCUMENT PRIOR TO THE DEVELOPMENT OF LOT 3.
4. MONUMENTS SHALL BE SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE IN ACCORDANCE WITH 765 ILCS 205/1 UPON THE RECORDED OF THE FINAL PLAT OF SUBDIVISION. UNLESS OTHERWISE NOTED, MONUMENTS SET ARE 5/8" DIAMETER BY 24" LONG REBARS.
5. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER 184003350, EXPIRES APR 30, 2023.

LAND HEREBY DEDICATED, GRANTED,  
CONVEYED AND WARRANTED TO THE  
PEOPLE OF THE STATE OF ILLINOIS,  
DEPARTMENT OF TRANSPORTATION.



BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

SCANNELL PROPERTIES  
8801 RIVER CROSSING BLVD., SUITE 300  
INDIANAPOLIS, INDIANA 46240

31-07-300-001-0000  
31-07-103-001-0000

LOT 1 =	1,571,967 SQ. FT.	(36.087 ACRES)
LOT 2 =	1,748,159 SQ. FT.	(40.132 ACRES)
LOT 3 =	1,500,887 SQ. FT.	(34.456 ACRES)
LOT 4 =	10,916 SQ. FT.	(0.251 ACRES)
<u>ROW DEDICATION =</u>	<u>612 SQ. FT.</u>	<u>(0.014 ACRES)</u>
TOTAL AREA =	4,832,541 SQ. FT.	(110.940 ACRES)

**SHEET 1: BOUNDARY, LOT AND EASEMENT DETAILS**

SHEET 2: LEGAL DESCRIPTION AND CERTIFICATES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°29'37" E	80.00'
L2	S 89°42'38" W	136.45'
L3	S 00°29'43" E	80.00'
L4	N 89°36'56" E	219.13'
L5	N 55°22'53" W	133.36'
L6	N 00°22'53" W	86.86'
L7	N 45°23'06" W	32.11'
L8	S 44°37'07" W	32.10'
L9	S 00°22'53" E	86.86'
L10	S 55°22'53" E	145.35'
L11	S 00°22'53" E	4.94'
L12	S 45°22'45" E	35.36'
L13	N 00°22'57" W	56.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°52'09"	35.00'	54.90'	N 10°26'46" W	49.44'
C2	55°00'00"	85.00'	81.59'	N 27°52'53" W	78.50'
C3	47°00'29"	85.42'	70.08'	N 23°10'55" E	68.14'
C4	44°54'09"	35.00'	35.27'	N 22°04'12" E	34.33'
C5	45°05'06"	85.00'	66.89'	S 22°09'41" W	65.17'
C6	48°17'41"	45.64'	38.47'	S 23°36'23" W	37.34'
C7	55°00'00"	45.00'	43.20'	S 27°52'53" E	41.56'
C8	55°00'00"	85.00'	81.59'	S 27°52'53" E	78.50'



BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROJ. MGR.: ZRS  
PROJ. ASSOC.: TJM  
DRAWN BY: MGS  
DATE: 03/31/21  
SCALE: ---

SHEET

2 OF 2

SCPTPILO1

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION**

**NO. 2021-R-051**

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**A RESOLUTION APPROVING A COOK COUNTY CLASS 8  
RECLASSIFICATION FOR TINLEY PARK BUSINESS CENTER  
SUBDIVISION LOCATED AT 19501-19701 HARLEM AVENUE, TINLEY  
PARK, ILLINOIS**

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

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

---

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



**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-051****A RESOLUTION APPROVING A COOK COUNTY CLASS 8  
RECLASSIFICATION FOR TINLEY PARK BUSINESS CENTER  
SUBDIVISION LOCATED AT 19501-19701 HARLEM AVENUE, TINLEY  
PARK, ILLINOIS**

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

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

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

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

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

**WHEREAS**, SP HVH Tinley Park JV, LLC (Applicant) is applying for Class 8 property status pursuant to said aforementioned ordinance for certain real estate located at 19501-19701 Harlem Avenue (Subject Property) in the Village of Tinley Park, Rich Township, Cook County, Illinois, with the Property Index Numbers 31-07-103-001-0000 and 31-07-300-001-0000, and legally described in **Exhibit "A"** attached hereto, and has proven to this Board that the Subject Area is in need of revitalization, and,

**WHEREAS**, the Subject Property real estate is located in Rich Township; is currently vacant land; and is certified eligible for Class 8 by Cook County;

**WHEREAS**, SP HVH Tinley Park JV, LLC intends to develop a 1.3 million square foot business park subdivision to the Subject Property and;

**WHEREAS**, the granting of a Class 8 tax incentive for the Subject Property is necessary for the development of the vacant land and execution of the intended project; and

**WHEREAS**, the business park planned by SP HVH Tinley Park JV, LLC is consistent with the overall Tinley Park comprehensive plan for rehabilitation and development of this area; and

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

**SECTION 1:** The President and Board of Trustees agree to grant a Cook County Real Estate Classification 8 status specifically for the special assessment of “new construction” to SP HVH Tinley Park JV, LLC for development of vacant land located at 19501-19701 Harlem Avenue, Tinley Park, Rich Township, Cook County, Illinois, PIN Numbers 31-07-103-001-0000 and 31-07-300-001-0000.

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

PASSED THIS 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-051, “A RESOLUTION APPROVING A COOK COUNTY CLASS 8 RECLASSIFICATION FOR TINLEY PARK BUSINESS CENTER SUBDIVISION LOCATED AT 19501-19701 HARLEM AVENUE, TINLEY PARK, ILLINOIS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29<sup>th</sup>, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



**EXHIBIT A****Legal Description & Location Map**

PINs: 31-07-103-001-0000 and 31-07-300-001-0000

**PARCEL 1:**

THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE SOUTH WEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTH WEST QUARTER FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.



## **Economic & Commercial Commission Meeting Minutes – June 14, 2021**

### **Members Present**

Jay Walsh  
Dino Sanfilippo  
Richard Osty  
Dennis Reidy

### **Members Present Remotely**

Brian Potter  
Christine Obbagy  
Chris Schiller  
Adam Guldan  
Dan Fitzgerald

### **Members Not Present**

Chris Shoemaker

### **Staff Present**

Kimberly Clarke, Community Development Dir.  
Kathy Congreve, Commission Secretary

### **Guests Present**

Dan Harrington – Scannell Properties  
Chris Carlino – Scannell Properties  
Conner Mullady – Jones Lange LaSalle (JLL)

### **Guests Present Remotely**

Michael Ciulla – Liston & Tsantilis Law  
Brian Liston – Liston & Tsantilis Law

Chairman Walsh called the June 14, 2021 Economic & Commercial Commission meeting to order at 6:35 p.m. He reviewed the remote meeting protocol with all in attendance. There was a motion made by Commissioner Osty, seconded by Commissioner Potter to approve the minutes from the May 10, 2021 ECC meeting. All in favor; motion carried. A motion to approve the agenda for tonight's meeting was made by Commissioner Reidy, seconded by Commissioner Obbagy. All in favor; motion carried.

### **New Business/Old Business –**

#### **SP HVH Tinley Park JV, LLC Class 8**

Kimberly Clarke introduced the team members of the Scannell group that came to the meeting. She then gave a presentation of the memo as outlined in the meeting packet. The applicant, SP HVH Tinley Park JV, LLC proposes to invest \$87,900,000 in improvements and developments after acquisition of the land located at 19401-19701 Harlem Avenue.

The applicant is requesting a Class 8 incentive on this site and have stated “but for” the Class 8 reclassification, the development of this property will likely not be feasible. The property is located in Rich Township, which is one of the Townships the Cook County Assessor's Office has designated as a certified Class 8 area.

After Kimberly's presentation, Chairman Walsh asked if anyone on the Scannell team wished to add anything; they did not.

Chairman Walsh asked Commissioners if they had any questions or comments:

Commissioner Obbagy stated she's happy to see the land getting developed.

Commissioner Potter stated that it looks like a great project.

Commissioner Guldan asked about the Class 8 and if the expected dates for commencement of 2/01/2022 with completion in 2023 is realistic or if that timetable has changed. Dan Harrington responded, stating that the timetable for the first building is pretty close to that. It will be a Q1 start and will take approximately 10-12 months to be built. Once they get through all of the approvals with Tinley, they also need to get some FEMA approvals and work with IDOT for some of the connection points.

Commissioner Reidy asked Kimberly if the development goes all the way to Vollmer; Kimberly replied that it does. He also asked if it goes all the way to the golf course to the North. Kimberly stated that it goes from Vollmer and Harlem North all the way to back up to Odyssey Fun World. She pointed out parcels on the power point to the east of the development that are still unincorporated. They would have to be annexed because they would need to be serviced through our watermain. The parcels are vacant and are challenged with flood plain and floodway.

Commissioner Reidy asked Scannell about the market and future outlook for distribution and manufacturing. Dan Harrington replied, stating that the Village discouraged heavy manufacturing but Kimberly stated light manufacturing would be acceptable. Dan said the smaller building might lend itself more to light manufacturing but the larger buildings would likely be distribution and storage.

Commissioner Fitzgerald asked Scannell if they've done core samples to see structurally what can happen to the foundation of that property. Dan Harrington replied, stating they've done a full GeoTech analysis of the soils and found it not to be too problematic. They're able to do conventional foundations; some areas may have to be undercut a few feet and there is a thick layer of top soil on the site, but it will be easily dealt with.

There were no public comments.

A motion was made by Commissioner Sanfilippo to recommend to the Village Board approval of the Class 8 Reclassification for SP HVH Tinley Park JV, LLC; seconded by Commissioner Reidy. All in favor; motion carried.

Commissioner Walsh thanked the guests attending on behalf of the project for joining us for the meeting and sharing their feedback and insight.

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2021-O-048**

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**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE III CHAPTERS 30  
AND 32 OF THE TINLEY PARK VILLAGE CODE PERTAINING TO AGENDA  
PROCEDURES, COMMITTEE MEETING TIMES, AND BOARD LIAISONS.**

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**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**

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



**ORDINANCE NO. 2021-O-048****AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE III CHAPTERS 30 AND 32 OF THE TINLEY PARK VILLAGE CODE PERTAINING TO AGENDA, PROCEDURES, COMMITTEE MEETING TIMES, AND BOARD LIAISONS.**

**WHEREAS**, the Village of Tinley Park is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

**WHEREAS**, the President and Board of Trustees believe that it is in the best interests of the Village and its residents to amend various sections of Title III Chapters 30 and 32 of the Tinley Park Village Code pertaining to agenda procedures, committee meeting times, and liaisons.; and

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

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

**Section 2:** That Title III Chapter 30 Section 20 of the Tinley Park Village Code is hereby amended by deleting the following strike through language and adding the following underlined language:

**§ 30.20 ORDER OF BUSINESS; CONSENT AGENDA.**

(A) The following order of business shall be followed in all meetings of the Board of Trustees unless suspended by unanimous consent of the Trustees present. At the hour selected for the meeting, the Village Clerk, or someone appointed to fill his place, shall proceed to call the roll of Trustees, mark the absentees and announce whether a quorum is present. If a quorum is present the meeting shall be called to order, the President taking the chair if present and the Trustees appointing a temporary chairman if he should be absent. If a quorum does not appear, the Board shall not thereby stand adjourned unless by the affirmative vote of a majority of the Trustees present. When a quorum is present, the Board of Trustees shall then proceed to the business before it, which shall be conducted in the order designated on the agenda for the meeting, which order can be amended or changed by a majority vote of the members present.

('77 Code, § 30.004)

(B) All questions relating to the priority of business shall be decided by the chair without debate, subject to appeal to the Board of Trustees present.

('77 Code, § 30.005)

(C) (1) The Village Manager shall prepare an agenda for each meeting of the Village Board, including a consent agenda. The consent agenda shall include all items of a routine and non-controversial nature which shall be limited to the following:

- (a) Interim appointments of officers or employees not lasting more than six months;
- (b) Payments of all bills, including payroll;
- (c) Honorific resolutions;
- (d) Proclamations;
- (e) Approval of block parties, parades and fundraisers;
- (f) Authorizing advertising for bids;
- (g) Authorizing reductions in or release of letters of credit; and
- (h) Setting hearing dates and times.
- (i) Items of a routine nature previously and unanimously approved by a Standing Committee. However, the following items shall not be placed on the consent agenda:
  - 1. Items which will result in the expenditure of more than ~~\$50,000.00;~~  
\$100,000.
  - 2. Items related to zoning matters; and
  - ~~3. Items approved at a committee meeting held immediately preceding a Village Board meeting.~~

(2) The Village Manager shall be responsible for determining what items are subject to placement on the consent agenda. The consent agenda shall include a specific enumeration of the various items and the proposed action relating thereto. Any such item on the consent agenda is subject to removal at the request of ~~one trustee~~ any board member including the President, at the Board meeting. A roll call shall be taken on approval of the consent agenda and recorded in the minutes. The Village Clerk shall enter the words "omnibus vote" in the journal and in each case in lieu of entering the names of the members of the Village Board and their respective votes on the passage of each item included in the consent agenda.

**Section 3:** That Title III Chapter 30 Section 40 of the Tinley Park Village Code is hereby amended by deleting the following strike through language and adding the following underlined language:

### **§ 30.40 STANDING COMMITTEES.**

The following are hereby established as the Standing Committees of the Board of Trustees of the village:

- (A) Finance Committee shall have the following functions:
  - (1) Oversee preparation of Annual Budget, Financial Reporting and audit functions;
  - (2) Oversee revenue generation activities including property tax levies, sales tax, and other taxes imposed by the village;
  - (3) Oversee long-term financing/ bonds;

(4) Oversee all matters and recommendations from the Treasurer's Office.

(B) Community Development shall have the following functions:

(1) Oversee comprehensive planning of village uses both development and redevelopment;

(2) Oversee planning requests including development and redevelopment;

(3) Oversee requests for zoning and building ordinance variances;

(4) Oversee compliance with village zoning, building and health ordinances;

(5) Oversee incorporation of Green Initiatives into codes where applicable/practical;

(6) Oversee Building Code changes;

(7) Oversee consumer protection initiatives;

(8) Oversee economic development efforts including special taxing areas and tax increment financing districts;

(9) Oversee and review all economic incentive policies and agreements.

(C) Public Safety Committee shall have the following functions:

(1) Oversee matters of public safety including police, fire and emergency management services;

(2) Oversee outsourced services related to provision of public safety services (ambulance).

(D) Administration and Legal shall have the following functions:

(1) Oversee all matters concerning the organization, reorganization and efficient management of village government;

(2) Oversee and monitor federal and state legislation and administrative regulations in which the village may have an interest;

(3) Oversee human resources activities, including compensation and collective bargaining and internal communications;

(4) Oversee outsourced Service Agreements in conjunction with departments/liaisons;

(5) Periodically review and make recommendations for changes to the Village Code.

(E) Public Works Committee shall have the following functions:

(1) Oversees matters of village infrastructure and maintenance of streets, sanitary sewers and water lines under village jurisdiction;

(2) Oversees the village flood mitigation program and maintenance of supporting infrastructure (detention, retention) under village jurisdiction;

- (3) Oversees outsourced services for engineering maintenance;
- (4) Oversees coordination/ communication with other jurisdiction/ agencies.

(F) Marketing shall have the following functions:

- (1) Identify, develop and oversee the marketing of the village assets and programs;
- (2) Identify and develop initiatives to achieve economic gain to the village while preserving the integrity of the village and its brand;
- (3) Oversee communications with external constituencies;
- (4) Communicate information and events of the village to the public.

(G) ~~The following Standing Committees shall hold their regular meetings on the second Tuesday of each month at 6:30 p.m.:~~

- ~~—(1) Public Works Committee;~~
- ~~—(2) Administration and Legal;~~
- ~~—(3) Public Safety Committee.~~

~~—(H) The following Standing Committees shall hold their regular meetings on the Fourth Tuesday of each month at 6:30 p.m.:~~

- ~~—(1) Finance Committee;~~
- ~~—(2) Economic Development and Marketing Committee;~~
- ~~—(3) Community Development Committee.~~

The Village's Standing Committees shall meet when determined necessary by the Chair of the respective committee or any two of its members. All Standing Committee meetings shall be noticed and held in accordance with the Illinois Open Meetings Act.

**Section 4:** That Title III Chapter 30 Section 43 of the Tinley Park Village Code is hereby amended by deleting the following strike through language and adding the following underlined language:

#### **§ 30.43 COMMITTEE LIAISONS.**

The chairperson of each of the Standing Committees ~~shall~~ may be designated by the President as the liaison between the Village Board and other commissions, boards and committees of the village. ~~Each commission, board and committee of the village will be assigned a member of the Board of Trustees to function in the capacity of liaison.~~ The purpose of the liaison relationship between The Board of Trustees and the various commissions, boards and committees of the village is to provide bidirectional communications between the Village Board and the citizenry of the village. ~~The following liaison relationships have been identified as being linked to the Standing Committees of the Board. The Budget, Audit and Administration Committee chairperson shall be the liaison to the Civil Service Commission. The Planning and Zoning Committee chairperson shall be the liaison to the Plan Commission, the Zoning Board~~



~~of Appeals and the Historic District Commission. The Public Safety Committee chairperson shall be the liaison to the Crime Prevention Committee, the DARE Committee and the E911 Committee. The Finance Committee chairperson shall be the liaison to the Economic and Commercial Commission and the Main Street Commission. Other commissions, committee and board liaisons will assigned as from time to time determined by the Village Board of Trustees. Each liaison shall not be entitled to vote as liaison, but the position of liaison is to foster good intra-communication between the Village Board and its various commission, committees and boards.~~

**Section 5:** That Title III Chapter 32 Section 308 of the Tinley Park Village Code is hereby amended by deleting it in its entirety as follows:

**§ 32.308 TRUSTEE LIAISON.**

~~—The Chairman of the Village Board's Marketing and Economic Development Committee shall be the Trustee Liaison to the Marketing and Branding Commission with input from the Mayor and Board (in support of the strategic plan)~~

**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 upon its passage, approval, and publication in pamphlet form.

PASSED THIS 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No.2021-O-048, “AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE III CHAPTERS 30 AND 32 OF THE TINLEY PARK VILLAGE CODE PERTAINING TO AGENDA PROCEDURES, COMMITTEE MEETING TIMES, AND BOARD LIAISONS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-060**

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**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO  
CONTRACT WITH ELIGO ENERGY FOR THE PURCHASE OF  
ELECTRICITY – ELECTRICAL AGGREGATION PROGRAM**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-060****A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO CONTRACT  
WITH ELIGO ENERGY FOR THE PURCHASE OF ELECTRICITY –  
ELECTRICAL AGGREGATION PROGRAM**

**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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Eligo Energy for an electrical aggregation program; 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; and

**WHEREAS**, the Corporate Authorities hereby authorize the Village Manager to sign the said Agreement with Eligo Energy for a one-year term upon receipt, in order to secure the lowest rates for residents in addition to a Civic Contribution; and

**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 WITH ELIGO ENERGY FOR THE VILLAGE OF TINLEY PARK'S ELECTRICAL AGGREGATION PROGRAM.

**BE IT FURTHER RESOLVED** ANY CONTRACT ENTERED INTO BY THE VILLAGE MANAGER PURSUANT TO THE AUTHORITY GRANTED BY THIS RESOLUTION SHALL NOT EXCEED TWELVE MONTHS (ONE YEAR) IN DURATION.

APPROVED THIS 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

ATTEST:

---

VILLAGE PRESIDENT

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VILLAGE CLERK



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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-060 “A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO CONTRACT WITH ELIGO ENERGY FOR THE PURCHASE OF ELECTRICITY – ELECTRICAL AGGREGATION PROGRAM,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

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VILLAGE CLERK



# ZONING BOARD OF APPEALS STAFF REPORT

June 10, 2021 – Public Hearing

## Petitioner

Sarah Geiger (Property Owner)

## Property Location

17501 Humber Lane

## PIN

27-35-104-001-0000

## Zoning

R-3, Single Family Residential

## Approval Sought

Variance

## Project Planner

Lori Kosmatka  
Associate Planner

## Geiger – Corner Fence Setback Variation

17501 Humber Lane



## EXECUTIVE SUMMARY

The Petitioner, Sarah Geiger, is seeking a 25-foot fence setback Variation from Section III.J. (Fence Regulations) of the Zoning Ordinance to permit a five-foot-high open-style aluminum fence to be located on the northern property line (extends 25 feet into the required secondary front yard), where a fence encroachment is not permitted at 17501 Humber Lane in the R-3 (Single-Family Residential) zoning district.

The Petitioner has requested the setback Variation to increase security at their property that is located along a school crossing corner, and adjacent to a public fishing pond located in Kiwanis Park. The request for an open-style fence is due to the heavy traffic by students and at the start and end of school days, as well as the general public visiting the adjacent park. The proposed open fence will be 5 feet in height and to be constructed of aluminum.

Secondary front yard fences are required to be located at the building setback line of 25 feet in the R-3 zoning district if it is a privacy fence. Alternatively, if the fence is an open style and a maximum of 5 feet in height, it can be located 15 feet from the property (encroach up to 10 feet into the required secondary front yard setback) in the R-3 District. While this property can meet code requirements, compliance with the code results in misalignment with the other fences along this street frontage. The proposed fence will not cause visibility concerns from intersections or private driveways, nor set an unnecessary precedent because of this lot's unique siting.



## EXISTING SITE

The subject property is located in the Gallagher and Henry's Radcliffe Place Unit 1 Subdivision on the southeast corner of Humber Lane and 175<sup>th</sup> Street. The lot is 13,326 sq. ft. in size and 103.51 ft. in width, meeting the minimum zoning requirements for lot width and lot size of a corner lot in the R-3 zoning district. This is a newer subdivision, platted in 1995, with construction ongoing and a few vacant lots remaining. The property was developed as part of the Radcliffe Place Planned Unit Development. The single-family home at the subject property was issued a certificate of occupancy issued on November 10, 2020.



Location Map of 17501 Humber Lane

The property is currently open along Humber Lane (primary frontage) and 175<sup>th</sup> Street (secondary frontage), and has never had a fence installed on the property. A 25' x 40' sign easement is located between the home and the intersection, and a public utility and No Access easement exists on the north side parallel to 175<sup>th</sup> Street. Driveways are not permitted from this lot onto 175<sup>th</sup> Street per the No Access easement.



Left: Looking southeast at subject property. Right: Previously approved 5' aluminum open fence in the southern neighbor's rear yard at 17507 Humber Lane.



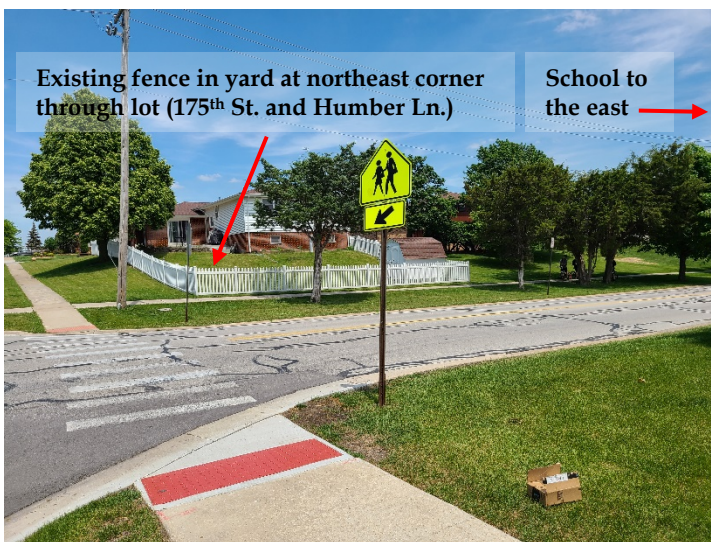
## ZONING & NEARBY LAND USES

The subject property (outlined in red in the graphic to the right) is a corner lot located within the north edge of the Gallagher and Henry's Radcliffe Place Unit 1 Subdivision. All properties surrounding the subject parcel are zoned R-3 single-family residential. Kiwanis Park borders the subject property to the east. The park includes a detention pond, and is comprised of two contiguous parcels totaling approximately 640,000 sq. ft. The detention pond is immediately to the east of the subject property. Also, Prairie View Middle School begins approximately 300 feet east of the subject property, on the north side of 175<sup>th</sup> Street. The adjacent pond and nearby school generate some foot traffic along the sidewalks adjacent to the subject site.



Zoning Map

Bordering the subject property to the south is the single-family home at 17507 Humber Lane, which is new construction that still appears as vacant in aerial maps. This immediately adjacent property has an existing five-foot aluminum fence which was approved in 2020. The Petitioner wishes to align the proposed fencing with the neighbor's fencing locations at the front of their homes. To the north, immediately across 175<sup>th</sup> Street, the single-family home at 8625 Witham Court has an existing white fence which borders the northern sidewalk for 175<sup>th</sup> Street. That four-foot fence (see photo below) was previously permitted through administrative variance as a through lot. The fence is setback along their primary and secondary front yard but is along the 175<sup>th</sup> Street property line. The properties on the west side of Humber Lane are currently vacant.



Contextual Existing Conditions at 175<sup>th</sup> St. & Humber Ln. (left) and 175<sup>th</sup> St. north side west of Humber Ln. (right)

The Petitioner has noted that several properties in the community have fences bordering sidewalks along 175<sup>th</sup> Street, which has created an existing fence line along the roadway.

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



of fencing types and locations in the subdivision and along 175<sup>th</sup> Street. The majority of fences in the subdivision follow the Zoning Code's fence ordinance, however, 175<sup>th</sup> Street is an arterial which has several fences that are installed bordering the sidewalk since the street functions as a rear yard to many properties. The current fence regulations treat all fences in a secondary front yard similarly. However, the majority of corner lot fences are adjacent to a primary front yard or another secondary front yard. Few secondary front yards back up to an open park or detention pond similar to the subject property.

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

## VARIATION REQUEST

The Petitioner is requesting a Variation from the Zoning Code to construct a new five-foot-high open-style aluminum fence that will extend to the property line along 175<sup>th</sup> Street (*yellow line on the plan below*). The proposed fence would encroach within a secondary front yard by 25 feet. The fence would be located on the northern property line, approximately one foot in from the sidewalk. The Petitioner proposes to align and match the fence with the adjacent neighbor's rear yard to the south (17507 Humber Lane). The Petitioner proposes the same material, height, and type of fence as that neighbor to assist with the uniformity of the properties.



*Fence Location Aerial Context*

The Petitioner has requested the Variation due to their location along a more heavily traveled street. The Petitioner states that throughout the day, many people cut through into the subject property's north and east yards. Installing a fence at the property line will help prevent trespassing to limit foot traffic to the sidewalk. The Petitioner also has noted there is an existing fence line of numerous properties along 175<sup>th</sup> Street which have increased their usable yard space.

The Petitioner has responded to the Standards of a Variation stating the reason for the request is to reduce heavy foot traffic currently occurring on the subject property due travel to and from the school and adjacent pond, and for additional security. Additionally, the Petitioner states that aligning and matching fencing with the neighbor's fence to the south will help establish visual continuity. Furthermore, the proposed fencing at the property line will visually

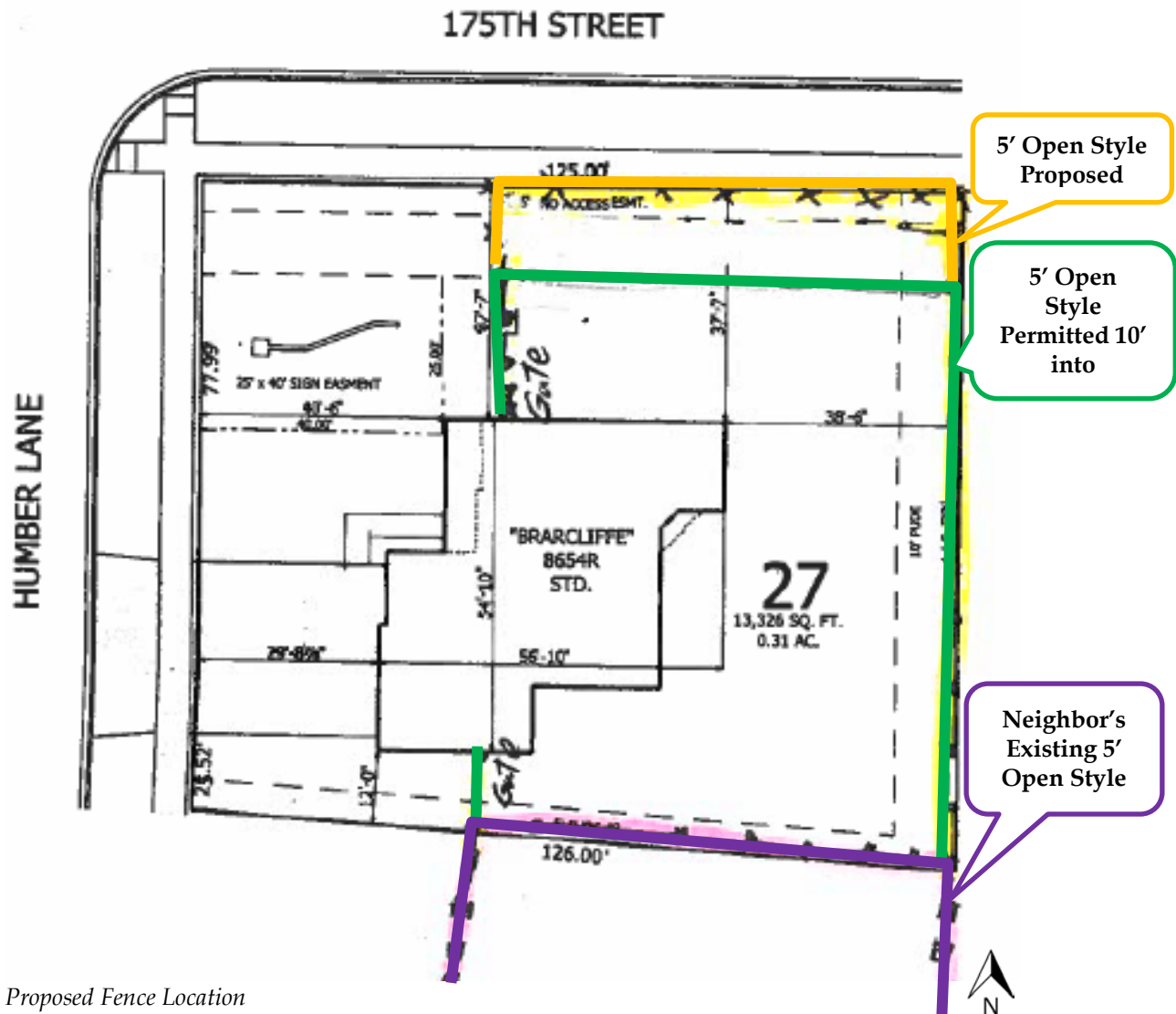
conform with the existing fence line conditions along 175<sup>th</sup> Street. The open-style fence was chosen so that the street scape remains attractive and not closed off, which would be the case with a privacy fence.

There are few primary front yard or driveways on this section of 175<sup>th</sup> Street and none adjacent to the subject property. The 175<sup>th</sup> Street parkway is wider than most residential streets that help to soften the effects of corner fences. There is approximately 17 feet between the street and sidewalk along 175<sup>th</sup> Street at subject property, as well as the corner through lot to the north and the existing northern fence line west of Humber Lane. Most residential parkways are approximately 8 feet.



View of Northwest Property Corner

Staff reviewed the visibility from the intersection using a clear vision triangle method. The Village's code requirement typically requires a 30-foot visibility triangle; the requested location meets this requirement. The analysis showed no concerns of vehicles or pedestrian visibility due to its setback from the front of the home. Sight lines to and from the intersection's stop line on Humber Lane remain over 250 feet, providing for adequate visibility for vehicles.



Proposed Fence Location



## STANDARDS FOR A VARIATION

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - ***The property can yield a reasonable return if they were to construct a fence to meet the zoning code, however the Variation creates a more useful and attractive property that is similar in style and location of the neighbors. The proposed fence is consistent with adjacent fence setback along 175<sup>th</sup> Street, and does not result in any visual sightline issues.***
2. The plight of the owner is due to unique circumstances.
  - ***The primary reason stated by the Petitioner for the Variation is due to the impacts of foot traffic on 175<sup>th</sup> Street. The Radcliffe Place PUD uniquely situated the subject property's secondary front yard adjacent to the outlot for a detention pond and park. The Petitioner has no immediately adjacent primary front yards or driveways or visibility impacts at the intersection. The distance between the street and sidewalk (parkway) help buffer visual impacts of a fence.***
3. The Variation, if granted, will not alter the essential character of the locality.
  - ***The fence will match the neighbor to the south and will be similar in character to fences in the area. Along 175<sup>th</sup> Street is a long fence line along the north side of the road and a large parkway that helps buffer the visual impacts of the fences.***
4. Additionally, the Zoning Board of Appeals shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## MOTION TO CONSIDER

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If the Zoning Board of Appeals wishes to take action, an appropriate wording of the motions would read:

**“...make a motion to recommend that the Village Board grant a 25-foot Variation to the Petitioner, Sarah Geiger, from Section III.J. (fence Regulations) of the Zoning Ordinance, to permit a five-foot-high open fence to be located on the north property line and encroach 25 feet into the required secondary front yard, where a fence encroachment is not permitted at 17501 Humber Lane in the R-3 PD (Single-Family Residential, Radcliffe Place PUD) Zoning District, consistent with the List of Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the June 10, 2021 Staff Report.**

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

## LIST OF REVIEWED PLANS

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Submitted Sheet Name		Prepared By	Date On Sheet
	Plat of Survey (Marked)	Petitioner / Gallagher & Henry Builders	N/A
	Variation Standards	Petitioner	N/A



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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO. 2021-O-045**

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**AN ORDINANCE GRANTING A VARIATION TO PERMIT A CORNER  
FENCE IN A SECONDARY FRONT YARD FOR CERTAIN PROPERTY  
LOCATED AT 17501 HUMBER LANE**

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**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**

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

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2021-O-045****AN ORDINANCE GRANTING A VARIATION TO PERMIT A CORNER FENCE IN A  
SECONDARY FRONT YARD FOR CERTAIN PROPERTY LOCATED AT 17501  
HUMBER LANE**

**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 Sarah Geiger (“Petitioner”), to grant a twenty-five-foot (25’) Variation to permit the construction of a five-foot (5’) tall open-style aluminum fence to be located on the secondary front yard property line instead of the required twenty-five-foot (25’) front yard setback; and

**WHEREAS**, the Village of Tinley Park Zoning Board of Appeals (“ZBA”) held a Public Hearing on the question of whether the Variation should be granted on June 10, 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 present were afforded an opportunity to be heard; and

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

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

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

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

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

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

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - *The property can yield a reasonable return if they were to construct a fence to meet the zoning code, however the Variation creates a more useful and attractive property that is similar in style and location of the neighbors. The proposed fence is consistent with adjacent fence setback along 175th Street, and does not result in any visual sightline issues.*
2. The plight of the owner is due to unique circumstances.
  - *The primary reason stated by the Petitioner for the Variation is due to the impacts of foot traffic on 175th Street. The Radcliffe Place PUD uniquely situated the subject property's secondary front yard adjacent to the outlot for a detention pond and park. The Petitioner has no immediately adjacent primary front yards or driveways or visibility impacts at the intersection. The distance between the street and sidewalk (parkway) help buffer visual impacts of a fence.*
3. The Variation, if granted, will not alter the essential character of the locality.
  - *The fence will match the neighbor to the south and will be similar in character to fences in the area. Along 175th Street is a long fence line along the north side of the road and a large parkway that helps buffer the visual impacts of the fences.*
4. Additionally, the Zoning Board of Appeals also considered the extent to which the following facts are favorable to the Petitioner based on the established evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;

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

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

**LEGAL DESCRIPTION:** LOT 27, IN GALLAGHER AND HENRY'S REDCLIFFE PLACE, UNIT 1, A SUBDIVISION OF PART OF THE EAST HALF OF THE EAST HALF NORTHEAST QUARTER OF SECTION 34 AND PART OF THE NORTHWEST SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DOCUMENT NO. 95-700442, AND CERTIFICATE OF CORRECTION OCTOBER 13, 1995, AS DATED NOVEMBER 30, 1995, AS DOCUMENT NO. 95-828645, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 27-35-104-001-0000

**COMMONLY KNOWN AS:** 17501 Humber Lane, Tinley Park, Illinois

**SECTION 4:** A twenty-five-foot (25') Variation from Section III.J (Fence Regulations) of the Zoning Ordinance, to permit a five-foot (5') high open-style aluminum fence to extend twenty-five-feet (25') into the required twenty-five-feet (25') secondary front yard where a fence encroachment is not permitted is hereby granted to the Petitioner in the R-3 (Single-Family Residential) Zoning District at the above-mentioned Property.

**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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-045, “AN ORDINANCE GRANTING A VARIATION TO PERMIT A CORNER FENCE IN A SECONDARY FRONT YARD FOR CERTAIN PROPERTY LOCATED AT 17501 HUMBER LANE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**  
**FROM: VILLAGE OF TINLEY PARK ZONING BOARD OF APPEALS**  
**SUBJECT: MINUTES OF THE JUNE 10, 2021 REGULAR MEETING OF THE ZONING BOARD OF APPEALS**

**Item #1 PUBLIC HEARING: CORNER FENCE VARIATION  
SARAH GEIGER – 17501 HUMBER LANE**

Consider recommending that the Village Board grant Sarah Geiger (property owner) a Variation from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a five-foot-high open fence to be located on the north property line and encroach 25 feet into the required secondary front yard, where a fence encroachment is not permitted at 17501 Humber Lane in the R-3 PD (Single-Family Residential, Radcliffe Place PUD) Zoning District, consistent with the List of Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the June 10, 2021 Staff Report.

Zoning Board Members: Donald Bettenhausen (Participated Electronically)  
Robert Paszczyk  
Jennifer Vargas  
Kurt Truxal  
Andrae Marak  
Steven Sepessy, Chairman

Village Officials and Staff: Dan Ritter, Senior Planner  
Lori Kosmatka, Associate Planner

Guests: Sarah Geiger, Petitioner

CHAIRMAN SEPESSY noted that Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper. He asked for a motion to open the public hearing.

A Motion was made by BOARD MEMBER MARAK, seconded by BOARD MEMBER VARGAS to open the Public Hearing for Sarah Geiger, Corner Fence Variation. CHAIRMAN SEPESSY requested a voice vote asking if any were opposed to the motion. Hearing none, he declared the motion carried.

CHAIRMAN SEPESSY swore in the Petitioner, Ms. Sarah Geiger.

CHAIRMAN SEPESSY invited staff to begin their presentation.

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

CHAIRMAN SEPESSY asked for comments from the Board Members.

BOARD MEMBER VARGAS asked if the homes on the north side received a variation approval.

Dan Ritter noted the homes along the long fence line had rear yards and were permitted by the code. He noted the property directly to the north has a four-foot open design fence and is compliant with administrative approval.

BOARD MEMBER PACZCYK noted the easement and asked for confirmation that the fence would not surround the Radcliffe sign.

Dan Ritter noted there is no HOA, and Staff is working with the Petitioner and Gallagher on the sign.

BOARD MEMBER VARGAS stated she visited the subject property and saw the trees on the parkway. She raised concerns that the existing tree canopy appears overgrown onto the Petitioner's property, and that the proposed fence would further enclose the space and possibly cause walking to feel tight. She asked if it was possible to trim the trees prior to the fence going up. She felt the existing tree canopy might hinder someone riding on a bike.

Dan Ritter noted that the Staff could reach out to Public Works to inquire on the tree trimming.

BOARD MEMBER TRUXAL asked if the variation is for the height of the fence or the placement.

Lori Kosmatka responded that it was for the placement.

Dan Ritter stated normally the setback would be 25 feet, and that an administrative approval would allow to bring an open, five-foot tall fence into the setback by 10 feet. He clarified the Petitioner is proposing to bring the fence to the lot line.

BOARD MEMBER MARAK asked if the fence would line up right along the sidewalk.

Dan Ritter responded typically the property line is a foot off the sidewalk.

BOARD MEMBER VARGAS asked the Petitioner about the white markings on the property.

Petitioner responded the markings indicate the property lines.

BOARD MEMBER TRUXAL asked if the fence would make the utility boxes inside the back yard.

Petitioner noted that she was planning to go up and behind so they would have access.

CHAIRMAN SEPESSY asked if Petitioner would like to speak.

Petitioner stated the fence line would create uniformity and that occasionally people cut across her yard. She mentioned the Radcliffe sign takes up a lot of her front yard and wants to maximize her yard space.

CHAIRMAN SEPESSY asked if there were any concerns or feedback regarding public safety.

Dan Ritter stated there were none.

CHAIRMAN SEPESSY asked if there were any questions or comments. Hearing none, he asked for a motion to close the hearing. Motion made by BOARD MEMBER PASZCZYK, seconded by BOARD MEMBER VARGAS. CHAIRMAN SEPESSY requested a voice vote asking if any were opposed to the motion. Hearing none, he declared the motion carried.



Lori Kosmatka reviewed the standards for a variation.

CHAIRMAN SEPESSY asked if there were any questions regarding the standards. Hearing none, he asked for a motion for the proposed variation.

BOARD MEMBER PASZCZYK read the motion to recommend the Village Board grant a 25 foot variation to the Petitioner, Sarah Geiger, from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a five-foot-high open fence to be located on the north property line and encroach 25 feet into the required secondary front yard, where a fence encroachment is not permitted at 17501 Humber Lane in the R-3 PD (Single-Family Residential, Radcliffe Place PUD) Zoning District, consistent with the List of Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the June 10, 2021 Staff Report.

CHAIR SEPESSY asked if anyone felt a need to add considerations to the motion, such as the utility boxes or a reasonable accommodation being reached with the Radcliffe sign.

BOARD MEMBER TRUXAL noted the utility boxes should not be within the fence line, and should be accessible to the utility companies.

Dan Ritter stated that the note regarding utility boxes was not necessary to the motion as it is already in the Village code. He noted she could fence out the utility boxes or have a removable panel. He confirmed this is checked by the inspector during permitting.

BOARD MEMBER MARAK seconded the motion.

CHAIRMAN SEPESSY asked if there was any discussion.

CHAIRMAN SEPESSY noted Prairie View is right down the street, and people leaving Prairie View sometimes cut yards. He felt that the five foot fence would be difficult to hop and help keep her property aesthetic. He also noted that traffic on 175<sup>th</sup> street sometimes moves very fast, and the fence can provide a little protection, though it won't abate noise. Upon hearing no further discussion, he asked for a roll call vote.

AYES: BOARD MEMBERS, BETTENHAUSEN, PASZCZYK, VARGAS, TRUXAL, MARAK & CHAIRMAN SEPESSY

NAYS: None

CHAIRMAN SEPESSY declared the motion was carried by unanimous vote, and would go to Village Board June 29<sup>th</sup>, 2021. He noted it would be single reading on the vote.

Dan Ritter offered Staff to follow-up with the Petitioner.



# ZONING BOARD OF APPEALS STAFF REPORT

June 24, 2021 – Public Hearing

## Petitioner

John & Barb Niedzwiecki

## Property Location

17515 65<sup>th</sup> Avenue

## PIN

28-31-203-028-0000

## Zoning

R-2 Zoning District

## Approval Sought

Variance

## Project Planner

Lori Kosmatka  
Associate Planner

## Niedzwiecki – Garage Setback Variation

17515 65<sup>th</sup> Avenue



## EXECUTIVE SUMMARY

The Petitioners, John & Barb Niedzwiecki, located at 17515 65<sup>th</sup> Avenue, are seeking a 2.5-foot Variation from Section III.I.e. of the Zoning Code (Accessory Structures and Uses), to permit a 14' wide x 20.5' deep detached garage to be setback 2.5 feet from the north (side side) lot line where a minimum 5-foot setback is required.

The Petitioners are proposing to demolish the existing deteriorating 12.5' wide x 20'4" deep detached garage and build a new 14' wide x 20.5' deep detached garage to accommodate a vehicle. To accomplish the preferred garage size in light of the property's physical constraints, they have requested a setback Variation from the property line. The proposed garage replacement will reduce the nonconformity of the existing setback from encroaching 4.5 feet (.5 feet from the lot line) to encroaching 2.5 feet (2.5 feet from the lot line).

According to the Petitioners, the option to comply with the code's 5-foot setback, results in only a 10' wide garage, which will not be wide enough for a vehicle and essential yard tools. Alternatively, moving the garage closer to the home results in addition changes due to fire and building code requirements as well as changes existing stairs and porch.



## EXISTING SITE & HISTORY

The subject site is an approximately 8,670 sq. ft. size interior lot that is located in the Elmore's Tinley Park Estates Subdivision. This subdivision was platted in 1929. The subdivision contains garage setbacks that are non-conforming due to their construction before the Village's modern zoning codes were adopted. In contrast to the majority of homes along the block, the subject site is significantly smaller, likely the result of a prior resubdivision under Cook County jurisdiction and zoning regulations.

The site has an existing garage toward the northeast portion of the lot, and is set back only 0.5 feet from the north property line. The Petitioners state the existing garage is approximately 90 years old, and has a severely cracked slab and is deteriorating. To the south of the driveway to the garage are stairs leading to the two-story frame single-family house.

The neighbor to the south at 17523 65<sup>th</sup> Avenue previously received a variation for a garage setback in 2002. That approval was for a 3-foot variation to the required 5-foot side yard setback, and a 3-foot variation to the required 5 foot rear yard setback, to allow for a 20' by 24' detached garage replacement to be located 2 feet from the property lines. That property had an existing narrow garage built in 1930 which was setback 1 foot off the north property line and approximately 2 feet off the east property line. A few other properties in the area, including 17338 65th Ave. and 6624 W. 175th St., have received similar setback variances.

To the north, the neighbor at 17501 65<sup>th</sup> Avenue has a shed which appears to be located near their south property line bordering the subject property. To the east, the neighbor at 6447 175<sup>th</sup> St. has a garage which appears to be located near their west property line bordering the subject property. To the west are single-family homes which appear to have garages meeting setback requirements.



*Location Map of 17515 65<sup>th</sup> Avenue*



*Subject Property: Looking east, along driveway toward face of garage*

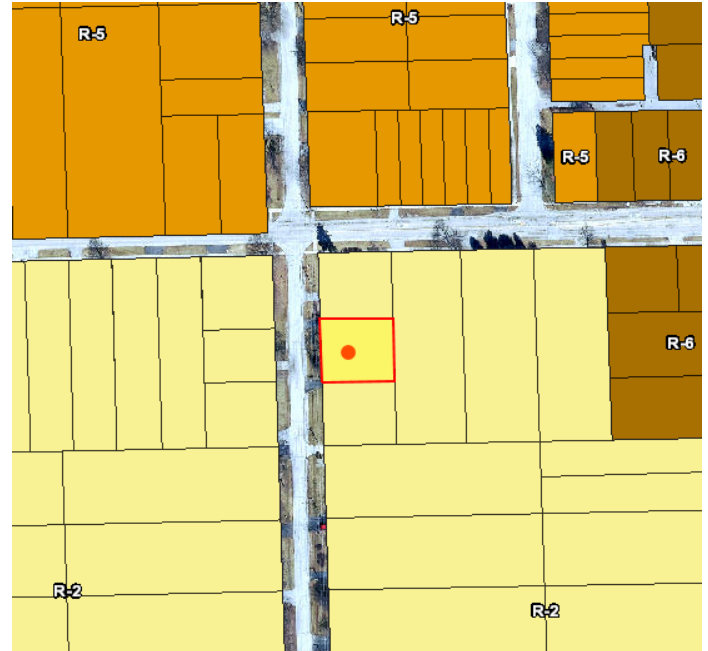


*17523 65th Ave (neighbor to the south): Previously approved garage setback variation*



## ZONING & NEARBY LAND USES

The proposed site is zoned R-2, Single-Family Residential, and include single family dwelling units. All surrounding properties are also zoned R-2, Single Family Residential and include single-family dwelling units. The area's homes are primarily older, two-story houses. Several garages in the neighborhood appear closer than five (5) feet to the property line and have either received variations or are legal non-conforming in nature.

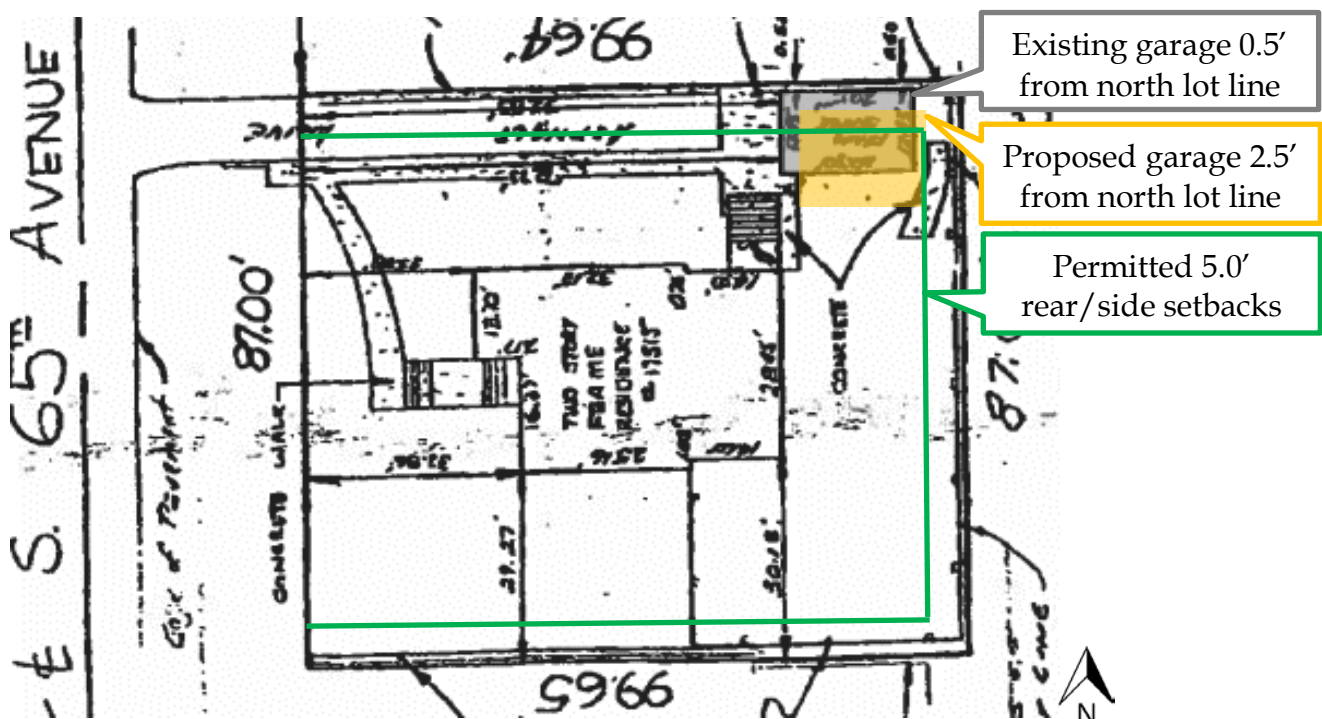


Zoning Map

## VARIATION REQUEST

The Petitioners are proposing to replace an old, detached garage with a new, 287 sq. ft. detached garage, two feet further from the north property line than the existing garage, based on the attached plans. The proposed garage will be located 5'-2" from the rear lot line, which will not require a variation. The following Variation is required to construct the garage as proposed:

*A 2.5-foot Variation from Section III.I.e. of the Zoning Code (Accessory Structures and Uses), to permit a 14' wide x 20.5' deep detached garage to be setback 2.5 feet from the north (side yard) lot line where a minimum 5-foot setback is required.*

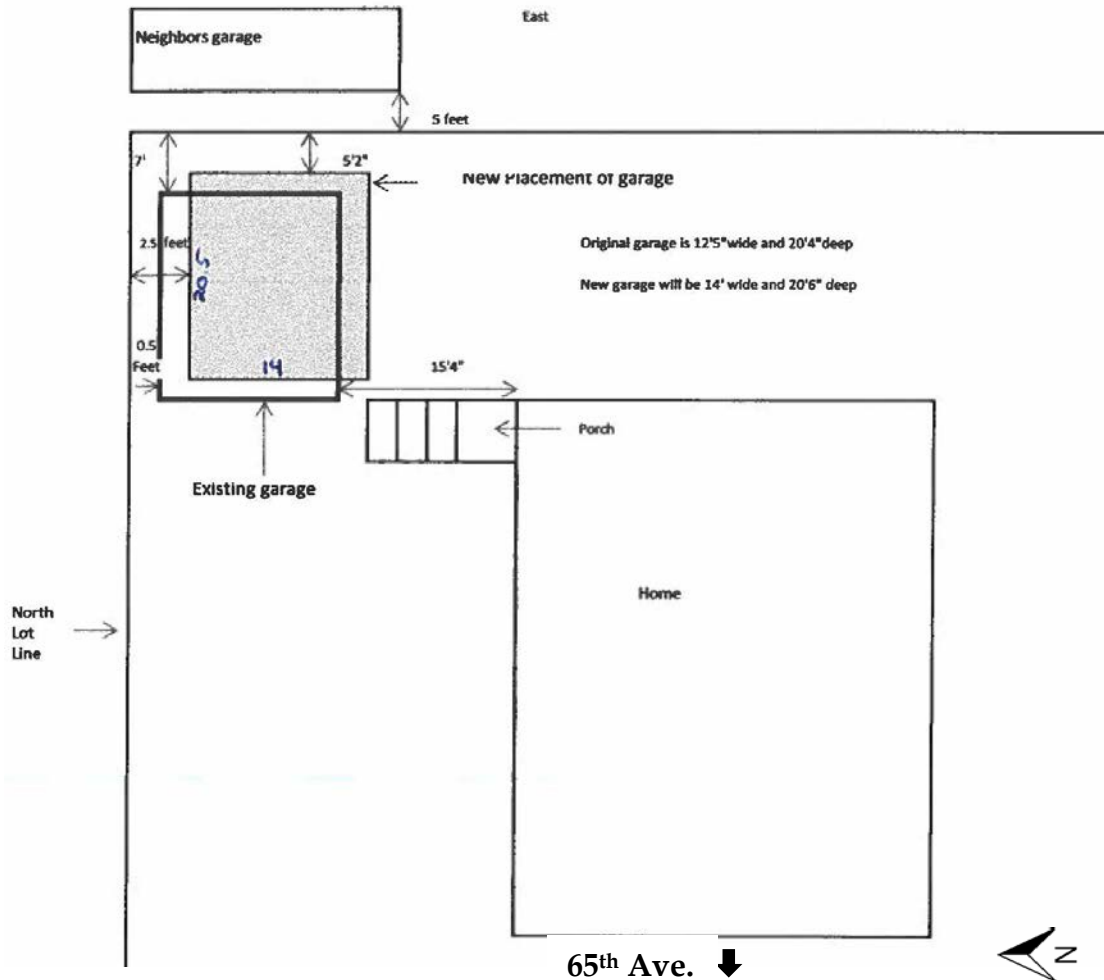


Existing & Proposed Garage Locations on Plat of Survey



The five foot setback code requirements exist so that structures don't impede upon neighboring property and allow for the owner to maintain their structure without needing to go onto the neighboring properties. Staff feels that 2.5 feet seems sufficient to maintain the structure and area between the structure and the property line.

The Petitioners' reasoning for the Variations is attached to their application. The Variation for the side yard setback is based upon the layout of the existing lot and home which allows little room to place or expand the garage. The Petitioners state if they were to comply with the code's 5-foot setback, only a 10' wide garage is possible, which is not be wide enough for a vehicle and essential yard tools. The lot is physically constrained by a stairway just south of the driveway which leads to the two-story principal structure. The Petitioner is also looking to comply with the minimum 10-foot setback between the garage and principal structure. The Petitioners have not drawn construction plans yet, but instead provided a few sample options of design styles shown below.



*Existing & Proposed Garage Locations Diagram by Petitioners (not to scale)*



*Sample options for proposed garage styles, provided by Petitioners*

## STANDARDS FOR A VARIATION

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - ***Adherence to the regulations will not allow Petitioners to construct a typical one-car garage due to the existing physical constraints of the property and existing structure.***
2. The plight of the owner is due to unique circumstances.
  - ***The configuration of the lot, the location of the existing principal structure, and the location of the existing garage from the north (side) property line provide unique reasons why the variation is the best option for this specific circumstance. The proposed setback will be improved compared to existing conditions.***
3. The Variation, if granted, will not alter the essential character of the locality.
  - ***Several garages in the neighborhood appear closer than five (5) feet to the property line due to prior variations or are legal non-conforming. The proposed garage will be farther from the property line than the existing garage and improve the overall look and ability to maintain the structure.***
4. Additionally, the Zoning Board of Appeals shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## MOTION TO CONSIDER

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If the Zoning Board of Appeals wishes to act, an appropriate wording of the motions would read:

***“...make a motion to recommend that the Village Board grant a Variation to the Petitioners, John & Barb Niedzwiecki a 2.5-foot Variation from Section III.I.e. of the Zoning Code (Accessory Structures and Uses: Detached Garage Sideyard Setback), to permit a 14’ wide x 20.5’ deep detached garage to be setback 2.5 feet from the north (side yard) lot line where a minimum 5-foot setback is required, at the property located at 17515 65<sup>th</sup> Avenue in the R-2 (Single-Family Residential) zoning district, consistent with the Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the June 24, 2021 Staff Report.”***

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

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**ORDINANCE**  
**NO. 2021-O-046**

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**AN ORDINANCE GRANTING A VARIATION TO PERMIT A REDUCED  
SETBACK FOR A DETACHED GARAGE AT 17515 65<sup>TH</sup> AVENUE**

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**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**

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



**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2021-O-046****AN ORDINANCE GRANTING A VARIATION TO PERMIT A REDUCED SETBACK  
FOR A DETACHED GARAGE AT 17515 65TH AVENUE**

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

**WHEREAS**, a petition has been filed with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance by John & Barb Niedzwiecki ("Petitioner"), to grant a 2.5-foot (2.5') Variation to permit the construction of a detached garage to be located 2.5 feet (2.5') from the side property line, instead of the required five-foot (5') setback; and

**WHEREAS**, the Village of Tinley Park Zoning Board of Appeals ("ZBA") held a Public Hearing on the question of whether the Variation should be granted on June 24, 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 present were afforded an opportunity to be heard; and

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

**WHEREAS**, after hearing testimony on the petition, the ZBA found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variation and voted 5-0 to recommend to the Village President and Board of Trustees for the approval of the Variation; and

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

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

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

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

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - ***Adherence to the regulations will not allow Petitioners to construct a typical one-car garage due to the existing physical constraints of the property and existing structure.***
2. The plight of the owner is due to unique circumstances.
  - ***The configuration of the lot, the location of the existing principal structure, and the location of the existing garage from the north (side) property line provide unique reasons why the variation is the best option for this specific circumstance. The proposed setback will be improved compared to existing conditions.***
3. The Variation, if granted, will not alter the essential character of the locality.
  - ***Several garages in the neighborhood appear closer than five (5) feet to the property line due to prior variations or are legal non-conforming. The proposed garage will be farther from the property line than the existing garage and improve the overall look and ability to maintain the structure.***

4. Additionally, the Zoning Board of Appeals also considered the extent to which the following facts are favorable to the Petitioner based on the established evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

**LEGAL DESCRIPTION:** THE NORTH 87 FEET OF THE SOUTH 174 FEET OF LOT 1 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED SEPTEMBER 11, 1929 AS DOCUMENT 10477250, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 28-31-203-028-0000

**COMMONLY KNOWN AS:** 17515 65<sup>th</sup> Avenue, Tinley Park, Illinois

**SECTION 4:** The following Variation is hereby granted to the Petitioners in the R-2 (Single-Family Residential) Zoning District at the above-mentioned Property:

1. A 2.5-foot (2.5') Variation from Section III.I.e. (Accessory Structure and Use Regulations) of the Zoning Ordinance, to permit a 14' wide x 20.5' deep detached, to be located up to 2.5 feet (2.5') from the north side yard property line, instead of the required minimum setback of five feet (5').

**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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK



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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-046, “AN ORDINANCE GRANTING A VARIATION TO PERMIT A REDUCED SETBACK FOR A DETACHED GARAGE AT 17515 65TH AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK



# ZONING BOARD OF APPEALS STAFF REPORT

June 24, 2021 – Public Hearing

## Petitioner

Rick Schauer,  
Trinity Lutheran Church

## Property Location

6850 159<sup>th</sup> Street

## PIN

28-18-301-005-0000

## Zoning

R-2 and B-3 Zoning  
District

## Approval Sought

Variance

## Trinity Lutheran LED Freestanding Sign

6850 159<sup>th</sup> Street



## EXECUTIVE SUMMARY

## Project Planner

Lori Kosmatka  
Associate Planner

The Petitioner, Rick Schauer, on behalf of Trinity Lutheran Church, is requesting a Variation from Section IX.J. (Electronic Message Center Regulations) and Section IX.E. (Residential Zoning Sign Regulations) of the Zoning Code to permit an Electronic Message Center Sign to exceed the maximum size of 20 percent of a freestanding sign that is 104 sq. ft. in size and 6'-6" height, instead of the maximum of 30 sq. ft. and 5'-0" height at the property located at 6850 159<sup>th</sup> Street in the R-2 (Single-Family Residential) zoning district.

The proposed monument-style sign will be a similar replacement to an existing LED freestanding sign that will be removed. The proposed sign face area will remain the same at 104 square feet, but the Electronic Message Center area will be reduced from 36 square feet to 22.5 square feet. The height of the sign is 6'-6" which excludes the base. The proposed sign will have two steel legs which will be inserted into the existing faux stone base, and surrounded by landscaping. The existing sign with steel legs will be removed, and the existing faux stone base and landscaping will remain upon insertion and securing of the new sign.

The Petitioner has noted that the existing LED display is no longer properly working and thus requires replacement. The existing sign was approved in error in 2005 due to a misclassification of the site as having B-3 (General Business and Commercial) zoning.



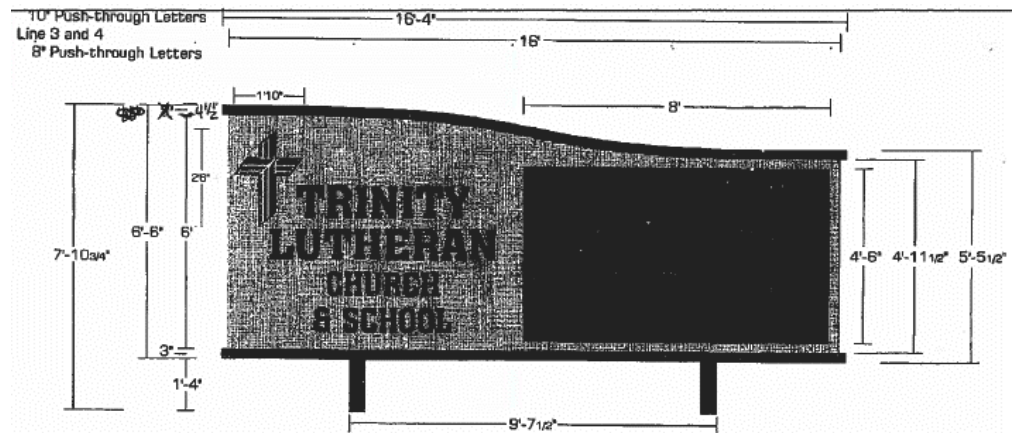
## EXISTING SITE & HISTORY

The subject site is approximately a 11.19-acre (487,474 sq. ft.) parcel located near the northwest corner of Oak Park Avenue and 159<sup>th</sup> Street. The property's principal frontage is along 159<sup>th</sup> St., with additional access along Oak Park Avenue. The property has a large, open lawn in the front along 159<sup>th</sup> St., with a landscaped area where the sign is located. The property includes a church with a school on-site.

In 2009, the property received permit approval for the now existing freestanding electronic message center (EMC) sign. Village staff currently notes that the 2009 permit reflects a zoning district misclassification by the Village stating the property was B-3 instead of R-2. The existing sign's overall area, height, and size of the EMC all exceed the R-2 district's code requirements.



Location Map of 6850 159<sup>th</sup> St.



Previously Approved (2005) Existing Sign



Existing Sign Face

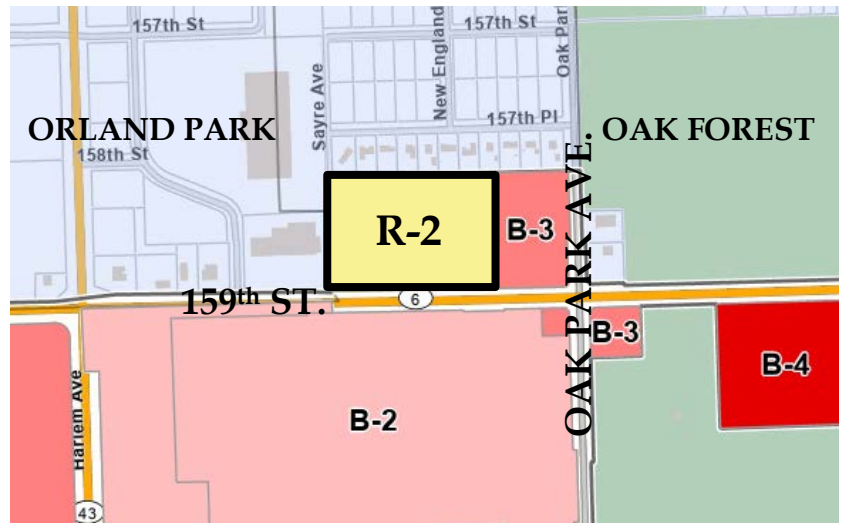


Existing Sign Base



## ZONING & NEARBY LAND USES

The subject property (outlined in the graphic to the right) is split-zoned primarily R-2 (Single-Family Residential), with a smaller portion as B-3. The location of the existing and proposed sign is within the R-2 zoning district. The context of this area has businesses surrounding three sides. To the east, directly at the intersection of 159<sup>th</sup> St. and Oak Park Ave. is Delta Sonic Car Wash zoned B-3. To the west are businesses including Premier Veterinary Group, outside Tinley Park. To the south is a large commercial development zoned B-2, with a large strip mall anchored by Menards, along with several freestanding buildings (Golden Corral Buffet, Hollywood Smokes, Semsem Restaurant, Cycle Gear, Pete's Mexican Restaurant). To the north are single-family homes, outside Tinley Park.



Zoning Map

In the 2009 permit for the existing freestanding LED sign, the property was misclassified by the Village as entirely B-3 zoning. This led to the additional sign size and height being approved at that time. The Petitioner states that the church performed all due diligence for all approved regulations at that time of permit approval and installation in March 2009.

Section IX. J.4 (Sign Regulations for Electronic Message Centers/Dynamic Variable Electronic Message) was amended in 2017 to modify the percentage of a sign occupied by electronic messaging. The ordinance reduced the percentage from 50 percent of the total sign area to 20 percent. The Plan Commission discussed the need to be more restrictive in an effort to limit the construction of new electronic message signs that had become comparatively large and distracting. The preference was for LED message centers to function subordinately to the freestanding sign that identifies a business.

## VARIATION REQUEST

The Petitioner is requesting to construct a new freestanding sign at the existing location along 159<sup>th</sup> Street to identify the organization's name and messaging from the church. They are requesting an LED Electronic Messaging Center (EMC) that will be smaller than what they currently have. Code permits EMC signs at maximum 20% of the total sign face area of the freestanding sign. The Petitioner's existing 36 sq. ft. EMC sign is 34.62% of the total sign face area, and the proposed 22.49 sq. ft. EMC sign is 21.63% of the total sign face area.

Specifically, they are looking to receive a Variation from the IX.J.4. Zoning Code requirement that: *"The electronic message center*

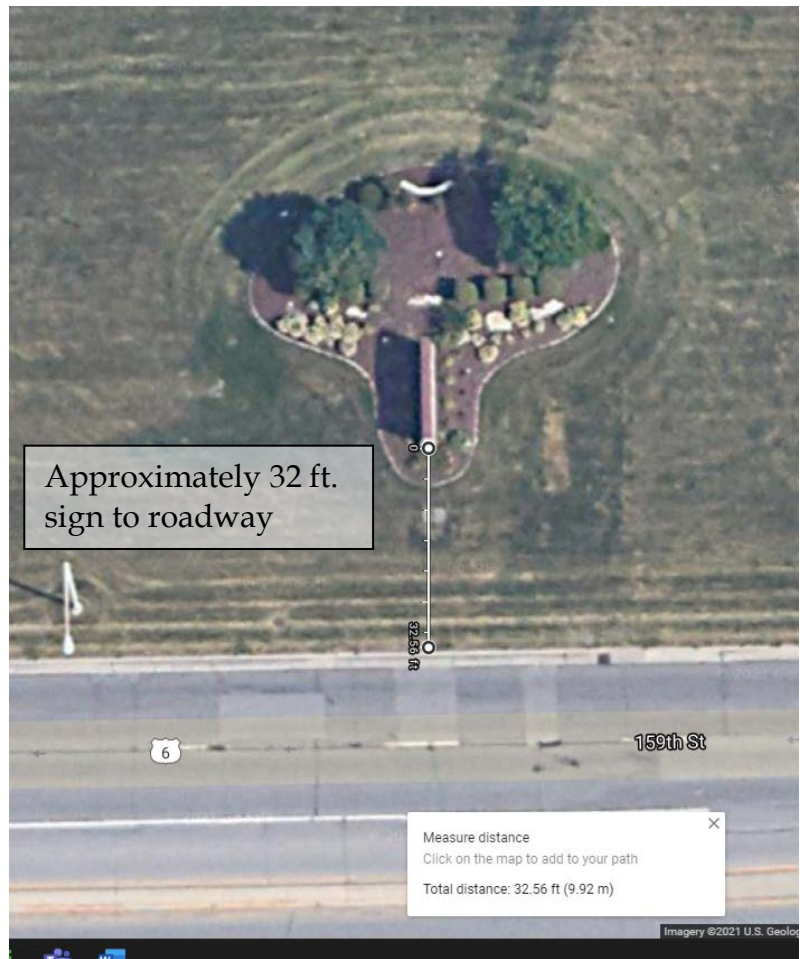


Existing/Proposed Sign Location at Subject Property



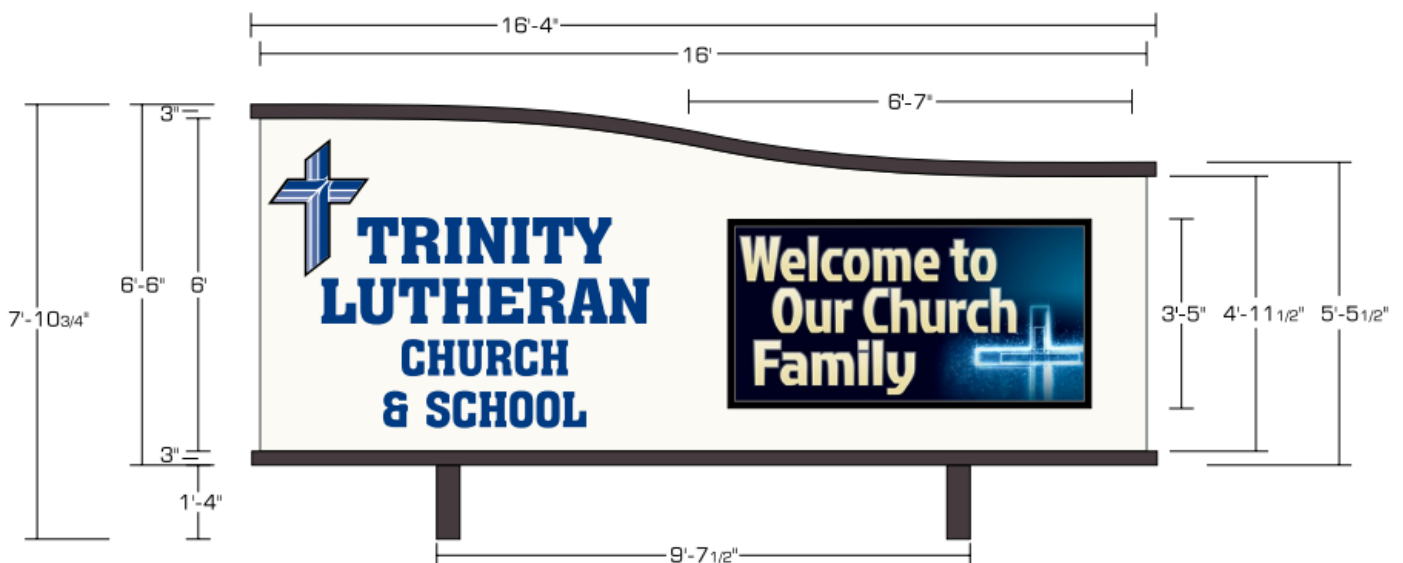
portion of a freestanding sign shall comprise no more than 20 percent of the total sign face area of the freestanding sign." The restriction to a percentage of the sign face was implemented to make sure that commercial properties are using an LED display to be subordinate to the identification of their property and business. It also ensures that the LED display fits into a larger sign design and is not overly obtrusive to any surrounding businesses. The requirement has recently been varied by the CNB Bank in March 2018 and Harley Davidson in July 2019 who had similar unique situations.

Additionally, they are looking to receive a Variation for the maximum allowable sign face area and maximum height from Section IX.E.1. of the Zoning Code which requires a *maximum of 30 sq. ft. sign face and 5'-0" height*. The proposed sign face area and height will remain the same as the existing 104 sq. ft. and 6'-6" height. The increased scale of the sign is suited to the commercial nature of the area along the 159<sup>th</sup> Street corridor. The size and height would be permitted if the lots zoning was commercial, similar to those neighboring properties along 159<sup>th</sup> Street. The sign's location is approximately 32 feet to the roadway and the additional size allows for easier visibility for vehicles traveling at high speeds.



Sign Location Detail

The existing freestanding sign's base and surrounding landscaping will remain. The proposed sign will be inserted into the existing location and anchored into the existing concrete. The faux stone base is mortarless and will remain in place upon installation of the new sign.



## STANDARDS FOR A VARIATION

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - ***The location of the sign along a heavily traveled commercial corridor would make it difficult for a sign with an EMC to be legible if limited to residential zoning sign requirements. Commercial zoning requirements are more appropriate due to the location.***
2. The plight of the owner is due to unique circumstances.
  - ***The proposed sign is located along a heavily traveled commercial corridor with no residential visibility to the sign despite the residential zoning. The sign is proposed to replace an existing and similar style sign that will reduce the size of the EMC.***
3. The Variation, if granted, will not alter the essential character of the locality.
  - ***The property is within a heavily traveled commercial corridor and at a signalized intersection. The sign will meet the same sign regulations allotted to the neighboring commercial properties and thus will not change the character of the area. There is residential property to the north of the church, but the sign, which is located to the south of the church, will be fully shielded from those properties.***
4. Additionally, the Zoning Board of Appeals shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

## MOTION TO CONSIDER

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If the Zoning Board of Appeals wishes to act, an appropriate wording of the motions would read:

***“...make a motion to recommend that the Village Board grant a Variation to the Petitioner Rick Schauer on behalf of Trinity Lutheran Church, from Section IX.J.4. (Electronic Message Centers/Dynamic Variable Electronic Message: Maximum Allowable Size Regulations) and Section IX.E.1 (Additional Standards for Permanent Signs in Residential Zoning Districts Regulations) of the Zoning Ordinance, to permit an Electronic Message Center Sign to exceed the maximum size of 20 percent of a freestanding sign that is 104 sq. ft. in size and 6'-6" height, instead of the maximum of 30 sq. ft. and 5'-0" height at the property located at 6850 159<sup>th</sup> Street in the R-2 (Single-Family Residential) zoning district, consistent with the Submitted Plans and adopt Findings of Fact as proposed by Village Staff in the June 24, 2021 Staff Report.”***

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

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **ORDINANCE NO.2021-O-047**

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**AN ORDINANCE GRANTING VARIATIONS FOR GROUND SIGN AND  
ELECTRONIC MESSAGE CENTER SIZE FOR TRINITY LUTHERAN  
CHURCH AND SCHOOL AT 6850 159TH STREET**

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**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**

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



**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**ORDINANCE NO. 2021-O-047****AN ORDINANCE VARIATIONS FOR GROUND SIGN AND ELECTRONIC  
MESSAGE CENTER SIZE FOR TRINITY LUTHERAN CHURCH AND  
SCHOOL AT 6850 159TH STREET**

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

**WHEREAS**, a petition for the granting of Variations for ground sign size, ground sign height, and electronic message center size (“Variations”) has been filed by Rick Schauer, on behalf of Trinity Lutheran Church and School (“Petitioner”) with the Village Clerk and has been processed in accordance with the Tinley Park Zoning Ordinance; and

**WHEREAS**, the Village of Tinley Park Zoning Board of Appeals (“ZBA”) held a Public Hearing on the question of whether the Variations should be granted on June 24, 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 present were afforded an opportunity to be heard; and

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

**WHEREAS**, after hearing testimony on the petition, the ZBA found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variation and voted 5-0 to recommend to the Village President and Board of Trustees for the approval of the Variations; and

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

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

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

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

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

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
  - *The location of the sign along a heavily traveled commercial corridor would make it difficult for a sign with an EMC to be legible if limited to residential zoning sign requirements. Commercial zoning requirements are more appropriate due to the location.*
2. The plight of the owner is due to unique circumstances.
  - *The proposed sign is located along a heavily traveled commercial corridor with no residential visibility to the sign despite the residential zoning. The sign is proposed to replace an existing and similar style sign that will reduce the size of the EMC.*
3. The Variation, if granted, will not alter the essential character of the locality.
  - *The property is within a heavily traveled commercial corridor and at a signalized intersection. The sign will meet the same sign regulations allotted to the neighboring commercial properties and thus will not change the character of the area. There is residential property to the north of the church, but the sign, which is located to the south of the church, will be fully shielded from those properties.*

4. Additionally, the Zoning Board of Appeals also considered the extent to which the following facts are favorable to the Petitioner based on the established evidence:
  - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
  - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
  - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
  - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
  - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
  - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

**LEGAL DESCRIPTION:** THE EAST 600 FEET OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  (EXCEPT THE SOUTH 500 FEET OF THE EAST 405 FEET THEREOF AND THAT PART HERETOFORE DEDICATED FOR 159TH STREET AND OAK PARK AVENUE) OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL IDENTIFICATION NUMBER:** 28-18-301-005-0000

**COMMONLY KNOWN AS:** 6850 159th Street, Tinley Park, Illinois

**SECTION 3:** The following Variations are hereby granted to the Petitioner in the R-2 (Single-Family Residential) zoning district at the above-mentioned Property to erect said sign:

1. Variations from Section IX.J.4. (Electronic Message Centers/Dynamic Variable Electronic Message: Maximum Allowable Size Regulations) and Section IX.E.1 (Additional Standards for Permanent Signs in Residential Zoning Districts Regulations) of the Zoning Ordinance, to permit an Electronic Message Center Sign to exceed the maximum size of 20 percent of a freestanding sign that is 104 sq. ft. in size and 6'-6" height, instead of the maximum of 30 sq. ft. and 5'-0" height.

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

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 6:** 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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK



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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-047 “AN ORDINANCE GRANTING VARIATIONS FOR GROUND SIGN AND ELECTRONIC MESSAGE CENTER SIZE FOR TRINITY LUTHERAN CHURCH AND SCHOOL AT 6850 159TH STREET,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION**

**NO. 2021-R-057**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY HEALTH  
SYSTEM (LUHS) AND THE VILLAGE OF TINLEY PARK FOR  
PROPERTY LOCATED AT 17901 96TH AVENUE**

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**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**

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**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-057****A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY HEALTH  
SYSTEM (LUHS) AND THE VILLAGE OF TINLEY PARK FOR  
PROPERTY LOCATED AT 17901 96TH AVENUE**

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

**WHEREAS**, the Village of Tinley Park ("Village"), has considered an Easement Agreement ("Easement Agreement") with Loyola University Health System (LUHS), to grant the Village a non-exclusive perpetual utility easement and temporary construction easement to install a new sanitary sewer on property owned by Loyola University Health Systems; and

**WHEREAS**, a true and correct copy of said Easement Agreement is 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 interest of said Village of Tinley Park that said Easement Agreement be approved and accepted; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the Easement Agreement, attached hereto as **Exhibit 1**, and the Village President and/or Village Manager are hereby authorized to execute and memorialize said Easement Agreement on behalf of the Village of Tinley Park, 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 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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 2021.

ATTEST:

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VILLAGE PRESIDENT

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VILLAGE CLERK



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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-057, “A RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY HEALTH SYSTEM (LUHS) AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17901 96TH AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

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Kristin A. Thirion, Village Clerk

# **EXHIBIT 1**

# **EASEMENT AGREEMENT**

Prepared by and after  
Recording mail to:

Peterson, Johnson & Murray – Chicago, LLC  
200 W. Adams, Ste. 2125  
Chicago, IL 60606

## TEMPORARY CONSTRUCTION AND PERPETUAL UTILITY EASEMENT AGREEMENT

This Temporary Construction and Perpetual Utility Easement Agreement (this “*Agreement*”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation (“*Grantor*”); and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“*Grantee*”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “*Parties*” and individually as “*Party*.”

### RECITALS

WHEREAS, Grantor is the owner of record of certain real property located at 17901 S. 96th Avenue, Tinley Park, Cook County, Illinois and legally described on the attached and incorporated **Exhibit A** (“*Grantor’s Property*”); and

WHEREAS, Grantee provides certain utility services, including but not limited to water and sanitary sewer services, to its residents; and

WHEREAS, Grantee desires to construct a new sanitary sewer and water line and related appurtenances as more particularly described in this Agreement (the “*Facilities*”), and requires a temporary construction easement upon Grantor’s Property to temporarily located equipment and materials, and a perpetual utility easement; and

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other consideration to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby incorporated by reference as if set forth fully herein.
2. **Grant of Easements.** Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, the following:
  - 2.1 **Temporary Construction Easement.** A temporary, non-exclusive easement as more particularly described in this Agreement (the “*Temporary Construction Easement*”) over, under, in, along, across and upon the portion of Grantor’s Property described on the attached **Exhibit B** and **B-1** respectively (the “*Construction Easement Area*”) and incorporated herein. Grantee may use the Construction Easement Area for the purposes

of constructing and installing the Facilities, and other work necessary and incident to the construction and installation of the Facilities, including but limited to the right to temporary place and store equipment, vehicles, and materials; the right time, cut, and remove trees, structures, and any other obstruction or obstacles (together the "Other Work"). All such Other Work is subject to Grantor's prior approval, which approval shall not be unreasonably withheld. Except as in the case of emergencies, Grantee's access to the Construction Easement Area shall be restricted to normal business hours.

- 2.2 **Utility Easement.** Subject to the terms of this Agreement, a perpetual, non-exclusive easement in gross (the "*Utility Easement*") over, under, in, along, across and upon the portion of Grantor's Property described on the attached **Exhibit C** and **C-1** respectively (the "*Utility Easement Area*") and incorporated herein, including the limited right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and underground water pipes within the Utility Easement Area (together, the "Easement Areas") that are subject to the terms of this Agreement.

Grantee's rights in the Easement Areas described above include the right to have Grantee's Group, which term is defined in Section 12 upon the Easement Areas for the purposes described above. Grantee shall ensure that Grantee's Group adhere to Grantee's obligations under this Agreement. Notwithstanding the foregoing, Grantee shall at all times remain responsible for such Grantee's Group.

3. **Grantee's Limited Rights.** Grantee's easement rights shall not unreasonably interfere in any way with the operations and use by Grantor or its employees, contractors, agents, visitors, guests or invitees of the Grantor's Property and further, Grantee's rights pursuant to this Agreement are limited to the following:
- 3.1 Rights or claims of parties in possession shown or not shown by public records or as otherwise disclosed by Grantor.
  - 3.2 Any encroachment, overlap, boundary line disputes, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of Grantor's Property.
  - 3.3 Easements, or claims of easements, shown or not shown by the public records.
  - 3.4 Rights of way for drainage tiles, ditches, feeders and laterals, if any.
  - 3.5 Rights of the public, the State of Illinois and the municipality in and to that part of the property if any, taken or used for road purposes.
  - 3.6 Limitations to the extent that the Temporary Construction Easement or the Utility Easement relates to the terms, provisions and conditions relating to the non-exclusive easement for the benefit of the property and any adjoining property as created by that certain plat of dedication dated July 7, 2000 and recorded July 24, 2000 as document



00555222 from Republic Bank of Chicago known as Trust Number 3018 to the Village of Tinley Park for the purpose of public road and public utility and drainage easement over that property.

- 3.7 Once the Facilities have been constructed and the Term of the Temporary Easement Agreement has expired, Grantee shall not park, load or unload vehicles or store items on or along the roadway located within the Utility Easement Area or otherwise on Grantor's Property, or allow any construction traffic to block the Utility Easement Area, or otherwise unreasonably interfere with the parties use of, or free flow of traffic on, the Utility Easement Area. No walls, fences, or barriers of any sort of kind shall be constructed or maintained within the Utility Easement Area, or any portions thereof, which shall prevent or unreasonably interfere with the use or exercise of the Grantor's retained rights herein, or its access, ingress, egress, movement, construction, use and/or operation within the Utility Easement Area once the Term of the Temporary Construction Easement has expired.
4. Grantor's Retained Rights. Grantor reserves for itself and its successors, assigns, and beneficiaries the access and use of Grantor's Property, it being understood, however, that such use shall not unreasonably interfere with or damage the Facilities. All rights not provided for in this Agreement shall remain with Grantor. In addition, the Utility Easement is subject to Grantor's continued right to ingress and egress over under, in, along, across and upon the Utility Easement Area and the right to resurface the same to allow vehicular traffic on and to add landscaping in the event of future development.
5. Grantor's Tenant's Rights. Grantee is aware of Grantor's tenant on Grantor's Property. Grantee agrees that Grantor's tenant's rights to access, use and quiet enjoyment of the Grantor's Property and other rights as further described in the lease shall not be impacted by construction of the Facilities or the exercise of Grantee's rights relevant to the Utilities Easement. In particular, Grantee shall maintain access for such tenant and Grantor to Grantor's Property at all times both during the progress of the construction of the Facilities and throughout the Term of the Utility Easement and Grantee will maintain an area at least one driveway's width (or wider if necessary to fit any farm equipment used by such tenant) into Grantor's Property free for access at all times both during the course of the construction of the Facilities and the Term of the Utility Easement. Grantee will reimburse Grantor's tenant three hundred dollars (\$300.00) for the required removal of the tenant's crop located within the Temporary Construction Easement and Utility Easement. Further, Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
6. Grantor's Right to Relocate Easements. Grantor retains the right to modify or relocate the Temporary Construction Easement or the Utility Easement at its reasonable cost, subject to the reasonable requirements and consent of the Grantee.

7. Grantee Work Requirements. Grantee shall construct the Facilities pursuant to the following requirements:
- 7.1 Grantee's work will be completed expeditiously, in a good and workmanlike manner at Grantee's sole expense and in a manner not to harm or diminish the value of property Grantor's Property.
- 7.2 Grantee's work shall be performed at all times in accordance with the terms of this Agreement and applicable law.
- 7.3 Grantee shall provide the Grantor with all schedules and timelines for the construction of the Facilities (the "*Project*") for review and approval within three (3) business days, not to be unreasonably withheld, after such schedules and timelines are provided to the Grantee by its contractor or subcontractors.
- 7.4 Grantee shall, after the Project is substantially complete, which shall be on or before December 31, 2021 restore Grantor's Property to its original or better condition in accordance with the specifications as determined by Grantor. All such Project substantial completion work and restoration work will be completed on or before March 31, 2022, weather conditions permitting, at the Grantee's sole expense. If the restoration work is not completed on or before March 31, 2022, Grantor shall have the right but not the obligation to perform such restoration work affecting its property and be reimbursed for the cost of such work within five (5) business days of the Grantee's receipt of a written notice and accompanying invoice from Grantor.
- 7.5 Grantee shall timely provide Grantor with waivers of mechanic's liens from the Grantee and any contractors, subcontractors or suppliers as necessary. The Grantee shall promptly pay each contractor, subcontractor and supplier.
- 7.6 Grantee's use of the easement shall not impair Grantor's right to post signage on or about the easement premises.
- 7.7 Grantee will provide notification and plans to Grantor of work to be performed in the event Grantor can coordinate development efforts if applicable. For instance, prior to start of work, Grantee shall provide a copy of, design, engineer and construction documents for Grantor's review and approval before commencing work. In particular, Grantor's approval is required for sight lines and visibility as well as architectural design. Any changes required by Grantor shall not increase the Project's budget by more than ten thousand dollars (\$10,000.00). Such approval shall not be unreasonably withheld by Grantor.
- 7.8 Should Grantee require access to modify the utilities within the Utility Easement, all associated costs and restoration work shall be at the sole cost and expense of Grantee. All modifications or additional work must be approved by Grantor and will not interrupt any business operations in place at the time of the required modifications.

7.9 Grantee to pay for all costs related to the Temporary Construction Easement's and the Utility Easement's construction, use, ongoing maintenance, repair and replacement and any damages that result therefrom-in perpetuity. This includes but is not limited to repair and replacement costs for damage to Grantor's property and Grantor's tenant's property caused by Grantee.

7.10 Grantee shall be responsible for any taxes that result due to the granting of the Temporary Construction Easement or the Utility Easement.

8. Term of Easements.

8.1 **Temporary Construction Easement.** The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) June 30, 2022 ("Temporary Construction Easement Term"). Upon the expiration of the Temporary Construction Easement Term if, all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. Any obligations on the part of Grantee that are meant to survive, however, shall survive.

8.2 **Utility Easement.** The Utility Easement shall commence on the date construction of the Facilities are completed. Thereafter, the Utility Easement shall continue in full force and effect in perpetuity subject to the terms of this Agreement ("Utility Easement Term"). Notwithstanding Grantor's obligation pursuant to this Agreement to grant such Utility Easement, no such Utility Easement shall be granted if the Temporary Construction Easement Term has lapsed due to Grantee's failure to complete timely construction. at which time, this Agreement shall terminate. Grantee shall be granted a reasonable extension period, if due to unforeseen circumstances the construction of the Facilities is delayed. The term "unforeseen circumstances" is defined as those uncontrollable events experienced by a broad population, i.e., pandemics, war or extreme weather) that are not the fault of Grantee and that make it difficult or impossible for Grantee to carry out normal business. Any obligations on the part of Grantee that are meant to survive, however, shall survive.

8.3 Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting Grantor's Property or any portion thereof. Grantee's occupancy or use of the Easement Areas shall not create nor vest in Grantee any ownership or interest in Grantor's Property other than the limited easement interest as specifically given herein.

8.4 It is understood and agreed to by the parties that both the Temporary Construction Easement and the Utility Easement are made without covenant of title and are without warranty of title, express or implied.

9. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Construction Easement and the Utility Easement under this Agreement which may be used and enjoyed without interfering with the limited rights conveyed by this Agreement are reserved to Grantor. Grantor may use the surface of the Easement Areas provided such use does not interfere with Grantee's rights contained in this Agreement.

10. Additional Consideration. In addition to the above-referenced cash consideration, Grantee shall provide the following prior to the Effective Date:

10.1 Written confirmation whether Grantor's property for Parcel 27-34-300-005-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation whether Grantor's property for Parcel 27-33-401-012-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation that Grantor's property for Parcel 27-34-300-011-0000 is zoned ORI (Office and Restricted Industrial District) suitable for the development of a Medical Clinic as defined in the Village of Tinley Park Zoning. Further, Grantee shall also confirm that: (1) the manner in which Grantor bills third party payors for certain services it provides in any Medical Clinic if located on Parcel 27-34-300-011-0000, i.e., as a Physician Office (POS 11), is permissible under the Village of Tinley Park Zoning Ordinance for that Parcel zoned as ORI; and, (2) the multiple practitioners who may provide a variety of medical services in the Medical Clinic if located on Parcel 27-34-300-011-0000 may also have office space in that same building which is Zoned as ORI. Such written confirmation will be recorded with the Cook County Recorder of Deed's Office prior to the Effective Date of this Agreement.

10.2 Grantee will provide Grantor a non-exclusive perpetual easement and rights to access, resurface and pave over the vacated IDOT road known as 96th Avenue on **Exhibit D.**

10.3 Grantee will confirm for Grantor that Chopin Road is a public right of way and as such, Grantor may develop an egress/ingress to Grantor's Property from Chopin Road subject to Grantee's engineering and site plan requirements.

10.4 Grantor is allowed to construct an internal road from the point where 96th Avenue ends at Grantor's property line through Grantor's Parcel 27-34-300-011-0000 and Grantee will allow Grantor to construct an ingress/egress from such property to 183rd and provide the right to continued access and use, subject to Grantee's engineering and site plan requirements.



- 10.5 Support Grantor in soliciting Cook County Department of Transportation, Illinois Department of Transportation, and/or the Grantee in obtaining an ingress/egress off 179th Street and/or La Grange Road, as well as any roadway modifications to allow such ingress/egress as well as any roadway modifications to allow for such ingress/egress that would be in conformance with Grantee's engineering standards.
- 10.6 Support Grantor in obtaining a traffic light at a new driveway onto Grantor's parcel off 179<sup>th</sup> Street, or at Chopin & 179<sup>th</sup> Street, should Grantor require one, that would be in conformance with Grantee's engineering standards.
11. Maintenance. Except to the extent caused by the gross negligence of Grantor, ,Grantee, at its sole cost and expense, shall repair and maintain the Grantor's Property upon which the Temporary Construction Easement and the Utility Easement are located, whether over, under, in, along, across and upon, including but not limited to restoring all portions of the Temporary Construction Easement Area and/or Utility Easement Area as applicable, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Temporary Construction Easement Area and the Utility Easement Area, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded. All modifications or additional work must be approved by Grantor, and such approval shall not be unreasonably withheld.
12. Indemnification. Grantee expressly assumes all responsibility for, and shall indemnify, save, defend and hold harmless Grantor, Grantor's member(s), Grantor's affiliates, and each of their respective employees, agents, directors, and officers (individually an "Indemnitee" and collectively the "*Indemnitees*"), from and against any and all liability arising out of any and all claims, demands, suits, causes of action of every kind and character (collectively, "*Claim*"), and any resulting or related liabilities, obligations, fines, damages, losses, costs and expenses (including but not limited to attorneys' fees and litigation costs, or at the option of the Grantor, the Grantee shall promptly accept tender of the Claim and provide a defense at no cost to the Indemnitees) that Indemnitee or Indemnitees may incur by reason of or arising out of, or occurring in connection with, resulting from or related to (1) any actual or alleged act, error or omission of the Grantee, any contractor, subcontractor, supplier or anyone directly or indirectly contracted or employed by any of them or anyone for whose acts or omissions any of them may be liable (collectively, the "*Grantee's Group*"), including but not limited to, any lien or claim against Grantor or the property owned by Grantor against any Indemnitee's interest therein or against any of Grantor's funds or other property; (2) the Grantee's (including but not limited to Grantee's Group's) performance of this Agreement; or (3) the performance of the construction, operation, maintenance and repair by the Grantee's Group.

### 13. Insurance.

**13.1 Insurance Coverages.** During and throughout the Term of the Temporary Construction Easement and the Utility Easement, Grantee shall carry and maintain at its own cost, with companies that are rated a minimum of “A-” (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Grantor, the following insurance coverage types with the following minimum primary limits and/or primary/excess limits where indicated:

- 13.1.1 Errors & Omissions insurance for activities of Grantee related to this Agreement with primary limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate;
- 13.1.2 Commercial General Liability insurance, covering against bodily injury, property damage, personal and advertising injury, and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per claim/occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The aggregate amount of insurance specified for commercial general liability under this section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the aggregate limit specified. Trinity Health Corporation, Loyola University Health System ("LUHS") and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;
- 13.1.3 If Grantee or any of Grantee's Group travels on Grantor Property for purposes in relation to this Agreement, Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Trinity Health Corporation, LUHS and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;
- 13.1.4 Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;
- 13.1.5 Environmental Liability covering third-party injury and property damage claims, including cleanup costs, as a result of a pollution condition arising from Grantee's operations and completed operations with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. This policy shall have a retroactive date before the start of any work on Grantor's Property. Trinity Health Corporation, LUHS and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.6 All Risk Property Insurance covering Grantee's property for 100% of replacement cost while located on Grantor's Property.

13.1.7 Builders Risk Insurance covering any construction projects undertaken by Grantee on Grantor's Property in reasonable and customary amounts.

### **13.2 Requirements Related to Insurance.**

13.2.1 Self-Insurance. If Grantee maintains program of self-insurance for any coverage listed in this Section, Grantee must provide documentation of financial strength such that Grantor may ascertain acceptability of self-insured arrangement.

13.2.2 Proof of Insurance. Grantee shall provide Trinity Health, LUHS and Grantor with certificates of insurance required under this Section no later than the Effective Date of this Agreement. Grantee shall provide Trinity Health Corporation, LUHS and Grantor with updated certificates of insurance annually and/or upon request to evidence Grantee's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to Trinity Health Corporation, LUHS and Grantor.

13.2.3 Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

13.2.4 Insurance Obligations. The provisions of this Section shall not be deemed to limit the liability of Grantee hereunder or limit any right that Grantor may have including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of Grantor to request certificates of insurance shall not constitute a waiver of Grantee's obligations and requirements to maintain the minimal insurance coverage referenced above. If Grantee utilizes subcontractors to provide any services under this Agreement, Grantee shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than the greater of those required by this Agreement, applicable law and customary in the relevant industry.

13.2.5 Subcontractors' Insurance. Grantee will cause each subcontractor engaged by Grantee to purchase and maintain insurance coverage meeting the insurance requirements of the Grantee.

14. Survival. The rights and obligations of the Grantor and the Grantee, respectively under this Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns and all terms, conditions, and covenants therein shall be construed as covenants running with the land subject to the terms and conditions of this Agreement.
15. Default.
- 15.1 The Parties shall have all rights available at law to it as well as all rights described in this Agreement with respect to any and all of its respective remedies for Grantee's defaults, if any.
- 15.2 In the event of a default by Grantee in the performance of its obligations hereunder, then, except in the case of an emergency, in addition to the Grantor's other rights and remedies at law in equity and under this Agreement, if such default is not cured within thirty (30) days after receipt of written notice from Grantor, then the Grantor may perform, or cause to be performed, such obligations at the cost and on behalf of the Grantee and, within thirty (30) days after the Grantee's receipt of an invoice accompanied by commercially reasonable documentation of the costs incurred by Grantor, the Grantee shall reimburse Grantor for its incurred costs. In the event of a failure of the Grantee to timely pay to Grantor any amounts owing hereunder, then such amounts shall constitute a lien against Grantee and Grantor may, in addition to its other rights and remedies at law, in equity, and under the Agreement, cause such lien to attach to Grantee. In the event of any violation or threatened violation of any of the provisions of the Agreement by a party, then, in addition to any other rights available at law, in equity, or under the Agreement, the other party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.
16. Additional Restrictions. Grantee shall not: 1) allow and/or permit any use of the Temporary Construction Easement or the Utility Easement by it or its Grantee's Group for any purpose that is not consistent with the current edition of The Ethical and Religious Directives for Catholic Health Care Services, as the same may be subsequently revised from time to time; and 2) erect or display, or permit to be erected or displays, any signage located within or visible from Grantor's Property that could reasonably be expected to embarrass or otherwise adversely impact the public image of the Grantor.
17. Notices. All notices and other communications shall be in writing and shall be deemed properly served if: (a) delivered in person to the party to whom it is addressed or (b) two (2) days after deposit in the U.S. mail if sent postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:



All notices to Grantor shall be sent to:

Loyola University Medical Center  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: General Counsel

With a Copy To:

Loyola Medicine  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: Real Estate

All notices to Grantee shall be sent to:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60447  
Attn: Village Clerk

With Copy To:

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

18. Recording Survival. Grantee will record this easement within five (5) business days from the Effective Date. Grantee will provide Grantor a copy of said recorded instrument promptly upon such recording.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.
20. Waiver. No waiver of breach of any of the easements, covenants and/or agreement contained in the Agreement shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
21. Estoppel Certificate. Each party and their respective successors and permitted assigns , from time to time, upon not less than thirty (30) days prior written notice by the other party, agrees to execute, acknowledge and deliver to the other parties a statement in writing (a)

certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications stating such modifications) and (b) stating whether or not to the best knowledge of said party, the requesting party is/are in default in the performance of any covenant, agreement or condition contained in the Agreement, and if so, specifying each such default of which said party may have knowledge. Requests for estoppel certificates may not be made by a party any more frequently than once a year.

22. No Partnership or Third Party Beneficiaries. Nothing in the Agreement shall be construed to make the Parties partners or joint venturers or render either party liable for the debts or obligations of the other. Other than as provided for in the Agreement, the Agreement shall be for the benefit of the Parties and the property and not for the benefit of any other person or property.
23. No Violation. To the best of each Party's knowledge, this indication of interest, and the proposed transaction contemplated hereby, will not violate any contract, agreement or commitment currently binding on such Party. Each Party, in entering into this Letter, has relied on the other Party's representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with the proposed transaction contemplated hereby.
24. Agreement Negotiation Expenses. The Parties acknowledge and agree that each are responsible for its own respective fees and expenses and those of their respective agents, representatives and advisors, including, but not limited to, all attorneys and accountants, related to the review and assessment of the arrangements and the negotiation and execution of this Agreement to effectuate the Agreement.
25. Exhibits. All exhibits referred to in the Agreement and attached thereto shall be deemed part of the Agreement.
26. Approval. Each party to the Agreement shall warrant to the other party that the individual signing on behalf of such warranting party has the authority to execute the document for and on behalf of the entity for which it purposes to act.
27. Counterparts. The Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

[\_\_\_\_\_]

\_\_\_\_\_  
Grantor

**STATE OF ILLINOIS )**  
**) SS.**  
**COUNTY OF COOK )**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

[\_\_\_\_\_]

\_\_\_\_\_  
Grantee

**STATE OF ILLINOIS )**  
**) SS.**  
**COUNTY OF COOK )**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:



**EXHIBIT A**

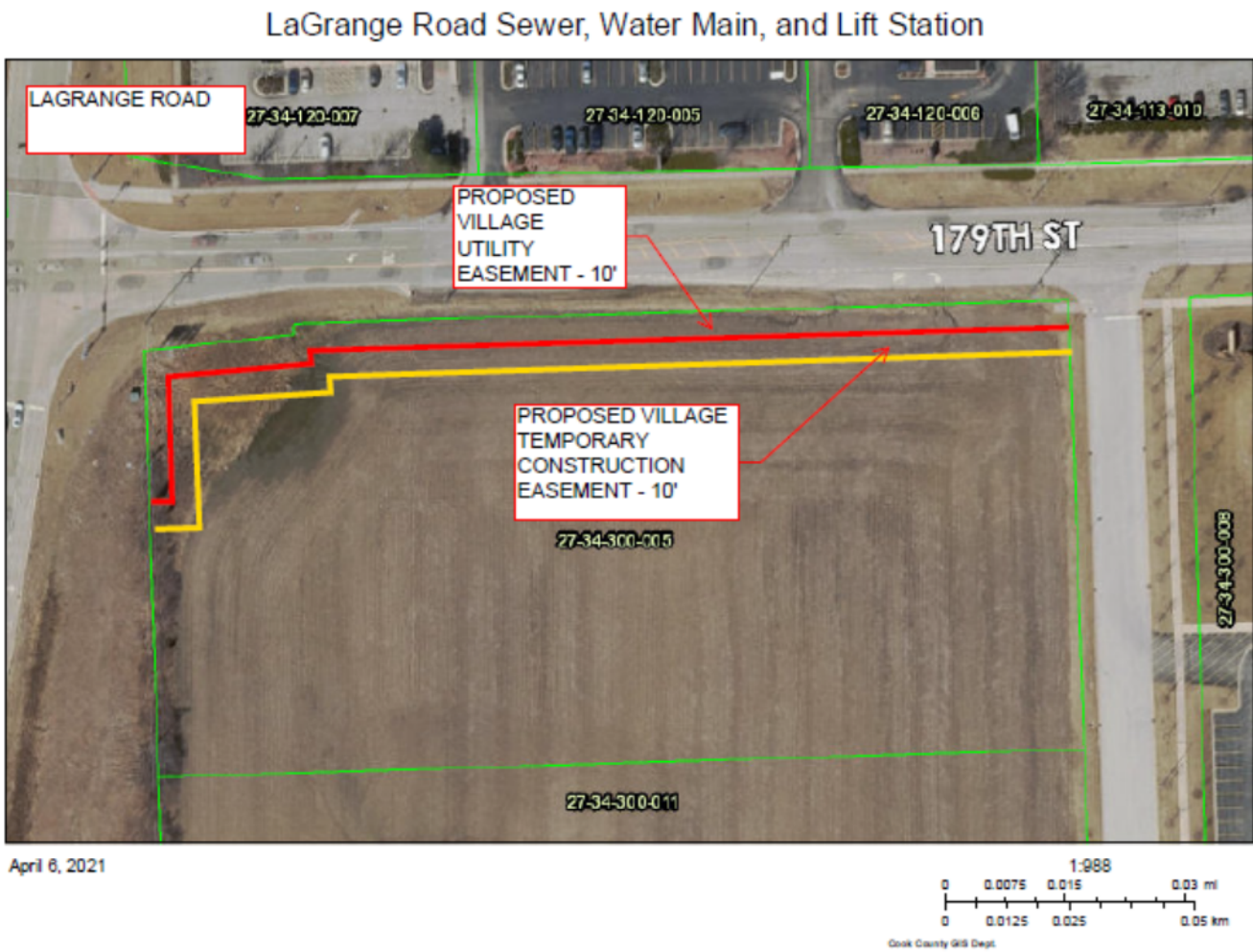
**Grantor's Property**

**[Insert Legal Description of affected parcel(s) as provided by Surveyor]**

**EXHIBIT B**

**[Insert Temporary Construction Area Easement Legal Description provided by Surveyor]**

Exhibit B-1  
Temporary Construction Easement Area



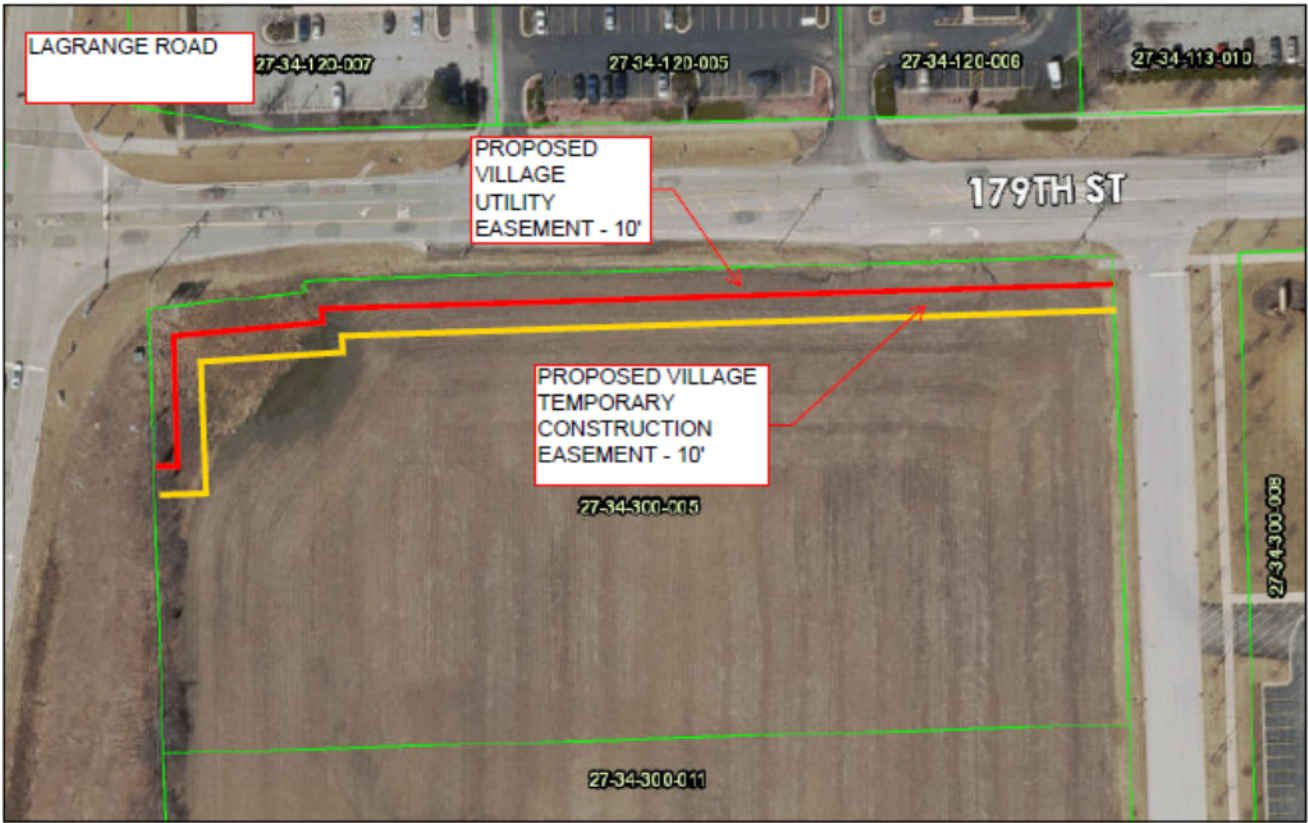
**Exhibit C**

**Insert Utility Easement Area Legal Description provided by Surveyor**

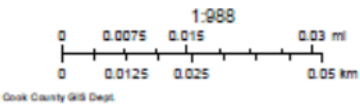


**EXHIBIT C-1**  
**Utility Easement Area**

LaGrange Road Sewer, Water Main, and Lift Station



April 6, 2021



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**EXHIBIT D**  
**96th Avenue Roadway**

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION  
NO. 2021-R-058**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF EASEMENT  
AGREEMENT WITH LOYOLA UNIVERSITY MEDICAL CENTER FOR  
PROPERTY LOCATED AT 18100 96TH AVENUE**

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**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-058****A RESOLUTION AUTHORIZING THE EXECUTION OF EASEMENT  
AGREEMENT WITH LOYOLA UNIVERSITY MEDICAL CENTER FOR  
PROPERTY LOCATED AT 18100 96TH AVENUE**

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

**WHEREAS**, the Village of Tinley Park ("Village"), has considered an Easement Agreement ("Easement Agreement") with Loyola University Medical Center, to grant the Village a non-exclusive perpetual easement for the construction of a lift station and a temporary construction easement to install a new sanitary sewer line; and

**WHEREAS**, a true and correct copy of said Easement Agreement is 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 interest of said Village of Tinley Park that said Easement Agreement be approved and accepted; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the Easement Agreement, attached hereto as **Exhibit 1**, and the Village President and/or Village Manager are hereby authorized to execute and memorialize said Easement Agreement on behalf of the Village of Tinley Park, 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 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 29<sup>th</sup> day of June, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 29<sup>th</sup> day of June, 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-058, “A RESOLUTION AUTHORIZING THE EXECUTION OF EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY MEDICAL CENTER FOR PROPERTY LOCATED AT 18100 96TH AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

---

Kristin A. Thirion, Village Clerk

# **EXHIBIT 1**

# **EASEMENT AGREEMENT**

Prepared by and after  
Recording mail to:

Peterson, Johnson & Murray – Chicago, LLC  
200 W. Adams, Ste. 2125  
Chicago, IL 60606

## TEMPORARY CONSTRUCTION AND PERPETUAL UTILITY EASEMENT AGREEMENT

This Temporary Construction and Perpetual Utility Easement Agreement (this “*Agreement*”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between LOYOLA UNIVERSITY MEDICAL CENTER, an Illinois not-for-profit corporation (“*Grantor*”); and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“*Grantee*”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “*Parties*” and individually as “*Party*.”

### RECITALS

WHEREAS, Grantor is the owner of record of certain real property located at 18100 S. 96th Avenue, Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A (“*Grantor’s Property*”); and

WHEREAS, Grantee provides certain utility services, including but not limited to water and sanitary sewer services, to its residents; and

WHEREAS, Grantee desires to construct a new lift station and related appurtenances as more particularly described in this Agreement (the “*Facilities*”), and requires a temporary construction easement upon Grantor’s Property to temporarily located equipment and materials, and a perpetual utility easement; and

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other consideration to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if set forth fully herein.
2. Grant of Easements. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, the following:
  - 2.1 **Temporary Construction Easement**. A temporary, non-exclusive easement as more particularly described in this Agreement (the “*Temporary Construction Easement*”) over, under, in, along, across and upon the portion of Grantor’s Property described on the attached Exhibit B and B-1 respectively (the “*Construction Easement Area*”) and incorporated herein. Grantee may use the Construction Easement Area for the purposes



of constructing and installing the Facilities, and other work necessary and incident to the construction and installation of the Facilities, including but limited to the right to temporary place and store equipment, vehicles, and materials; the right time, cut, and remove trees, structures, and any other obstruction or obstacles (together the "Other Work"). All such Other Work is subject to Grantor's prior approval, which approval shall not be unreasonably withheld. Except as in the case of emergencies, Grantee's access to the Construction Easement Area shall be restricted to normal business hours.

- 2.2 **Utility Easement.** Subject to the terms of this Agreement, a perpetual, non-exclusive easement in gross (the "*Utility Easement*") over, under, in, along, across and upon the portion of Grantor's Property described on the attached Exhibit C and C-1 respectively (the "*Utility Easement Area*") and incorporated herein, including the limited right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and underground water pipes within the Utility Easement Area (together, the "Easement Areas") that are subject to the terms of this Agreement.

Grantee's rights in the Easement Areas described above include the right to have Grantee's Group, which term is defined in Section 12 upon the Easement Areas for the purposes described above. Grantee shall ensure that Grantee's Group adhere to Grantee's obligations under this Agreement. Notwithstanding the foregoing, Grantee shall at all times remain responsible for such Grantee's Group.

3. Grantee's Limited Rights. Grantee's easement rights shall not unreasonably interfere in any way with the operations and use by Grantor or its employees, contractors, agents, visitors, guests or invitees of the Grantor's Property and further, Grantee's rights pursuant to this Agreement are limited to the following:
- 3.1 Rights or claims of parties in possession shown or not shown by public records or as otherwise disclosed by Grantor.
  - 3.2 Any encroachment, overlap, boundary line disputes, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of Grantor's Property.
  - 3.3 Easements, or claims of easements, shown or not shown by the public records.
  - 3.4 Rights of way for drainage tiles, ditches, feeders and laterals, if any.
  - 3.5 Rights of the public, the State of Illinois and the municipality in and to that part of the property if any, taken or used for road purposes.
  - 3.6 Limitations to the extent that the Temporary Construction Easement or the Utility Easement relates to the terms, provisions and conditions relating to the non-exclusive easement for the benefit of the property and any adjoining property as created by that certain plat of dedication dated July 7, 2000 and recorded July 24, 2000 as document

00555222 from Republic Bank of Chicago known as Trust Number 3018 to the Village of Tinley Park for the purpose of public road and public utility and drainage easement over that property.

- 3.7 Once the Facilities have been constructed and the Term of the Temporary Easement Agreement has expired, Grantee shall not park, load or unload vehicles or store items on or along the roadway located within the Utility Easement Area or otherwise on Grantor's Property, or allow any construction traffic to block the Utility Easement Area, or otherwise unreasonably interfere with the parties use of, or free flow of traffic on, the Utility Easement Area. No walls, fences, or barriers of any sort of kind shall be constructed or maintained within the Utility Easement Area, or any portions thereof, which shall prevent or unreasonably interfere with the use or exercise of the Grantor's retained rights herein, or its access, ingress, egress, movement, construction, use and/or operation within the Utility Easement Area once the Term of the Temporary Construction Easement has expired.
4. Grantor's Retained Rights. Grantor reserves for itself and its successors, assigns, and beneficiaries the access and use of Grantor's Property, it being understood, however, that such use shall not unreasonably interfere with or damage the Facilities. All rights not provided for in this Agreement shall remain with Grantor. In addition, the Utility Easement is subject to Grantor's continued right to ingress and egress over under, in, along, across and upon the Utility Easement Area and the right to resurface the same to allow vehicular traffic on and to add landscaping in the event of future development.
5. Grantor's Tenant's Rights. Grantee is aware of Grantor's tenant on Grantor's Property. Grantee agrees that Grantor's tenant's rights to access, use and quiet enjoyment of the Grantor's Property and other rights as further described in the lease shall not be impacted by construction of the Facilities or the exercise of Grantee's rights relevant to the Utilities Easement. In particular, Grantee shall maintain access for such tenant and Grantor to Grantor's Property at all times both during the progress of the construction of the Facilities and throughout the Term of the Utility Easement and Grantee will maintain an area at least one driveway's width (or wider if necessary to fit any farm equipment used by such tenant) into Grantor's Property free for access at all times both during the course of the construction of the Facilities and the Term of the Utility Easement. Grantee will reimburse Grantor's tenant three hundred dollars (\$300.00) for the required removal of the tenant's crop located within the Temporary Construction Easement and Utility Easement. Further, Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
6. Grantor's Right to Relocate Easements. Grantor retains the right to modify or relocate the Temporary Construction Easement or the Utility Easement at its reasonable cost, subject to the reasonable requirements and consent of the Grantee.

7. Grantee Work Requirements. Grantee shall construct the Facilities pursuant to the following requirements:
  - 7.1 Grantee's work will be completed expeditiously, in a good and workmanlike manner at Grantee's sole expense and in a manner not to harm or diminish the value of property Grantor's Property.
  - 7.2 Grantee's work shall be performed at all times in accordance with the terms of this Agreement and applicable law.
  - 7.3 Grantee shall provide the Grantor with all schedules and timelines for the construction of the Facilities (the "*Project*") for review and approval within three (3) business days, not to be unreasonably withheld, after such schedules and timelines are provided to the Grantee by its contractor or subcontractors.
  - 7.4 Grantee shall, after the Project is substantially complete, which shall be on or before May 31, 2022, restore Grantor's Property to its original or better condition in accordance with the specifications as determined by Grantor. All such Project substantial completion work and restoration work will be completed on or before June 30, 2022, weather conditions permitting, at the Grantee's sole expense. If the restoration work is not completed on or before June 30, 2022, Grantor shall have the right but not the obligation to perform such restoration work affecting its property and be reimbursed for the cost of such work within five (5) business days of the Grantee's receipt of a written notice and accompanying invoice from Grantor.
  - 7.5 Grantee shall timely provide Grantor with waivers of mechanic's liens from the Grantee and any contractors, subcontractors or suppliers as necessary. The Grantee shall promptly pay each contractor, subcontractor and supplier.
  - 7.6 Grantee's use of the easement shall not impair Grantor's right to post signage on or about the easement premises.
  - 7.7 Grantee will provide notification and plans to Grantor of work to be performed in the event Grantor can coordinate development efforts if applicable. For instance, prior to start of work, Grantee shall provide a copy of, design, engineer and construction documents for Grantor's review and approval before commencing work. In particular, Grantor's approval is required for sight lines and visibility as well as architectural design. Any changes required by Grantor shall not increase the Project's budget by more than ten thousand dollars (\$10,000.00). Such approval shall not be unreasonably withheld by Grantor.
  - 7.8 Should Grantee require access to modify the utilities within the Utility Easement, all associated costs and restoration work shall be at the sole cost and expense of Grantee. All modifications or additional work must be approved by Grantor and will not interrupt any business operations in place at the time of the required modifications.

7.9 Grantee to pay for all costs related to the Temporary Construction Easement's and the Utility Easement's construction, use, ongoing maintenance, repair and replacement and any damages that result therefrom-in perpetuity. This includes but is not limited to repair and replacement costs for damage to Grantor's property and Grantor's tenant's property caused by Grantee.

7.10 Grantee shall be responsible for any taxes that result due to the granting of the Temporary Construction Easement or the Utility Easement.

7.11 Grantee to construct a Lift Station substantially similar to the one detailed on Exhibit D. Additionally, Grantee to provide additional barrier landscaping per Grantor's approval.

8. Term of Easements.

8.1 **Temporary Construction Easement.** The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) June 30, 2022 ("Temporary Construction Easement Term"). Upon the expiration of the Temporary Construction Easement Term if, all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. Any obligations on the part of Grantee that are meant to survive, however, shall survive.

8.2 **Utility Easement.** The Utility Easement shall commence on the date construction of the Facilities are completed. Thereafter, the Utility Easement shall continue in full force and effect in perpetuity subject to the terms of this Agreement ("Utility Easement Term"). Notwithstanding Grantor's obligation pursuant to this Agreement to grant such Utility Easement, no such Utility Easement shall be granted if the Temporary Construction Easement Term has lapsed due to Grantee's failure to complete timely construction. at which time, this Agreement shall terminate. Grantee shall be granted a reasonable extension period, if due to unforeseen circumstances the construction of the Facilities is delayed. The term "unforeseen circumstances" is defined as those uncontrollable events experienced by a broad population, i.e., pandemics, war or extreme weather) that are not the fault of Grantee and that make it difficult or impossible for Grantee to carry out normal business. Any obligations on the part of Grantee that are meant to survive, however, shall survive.

8.3 Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting Grantor's Property or any portion thereof. Grantee's occupancy or use of the Easement



Areas shall not create nor vest in Grantee any ownership or interest in Grantor's Property other than the limited easement interest as specifically given herein.

8.4 It is understood and agreed to by the parties that both the Temporary Construction Easement and the Utility Easement are made without covenant of title and are without warranty of title, express or implied.

9. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Construction Easement and the Utility Easement under this Agreement which may be used and enjoyed without interfering with the limited rights conveyed by this Agreement are reserved to Grantor. Grantor may use the surface of the Easement Areas provided such use does not interfere with Grantee's rights contained in this Agreement.
10. Additional Consideration. In addition to the above-referenced cash consideration, Grantee shall provide the following prior to the Effective Date:

10.1 Written confirmation whether Grantor's property for Parcel 27-34-300-005-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation whether Grantor's property for Parcel 27-33-401-012-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation that Grantor's property for Parcel 27-34-300-011-0000 is zoned ORI (Office and Restricted Industrial District) suitable for the development of a Medical Clinic as defined in the Village of Tinley Park Zoning. Further, Grantee shall also confirm that: (1) the manner in which Grantor bills third party payors for certain services it provides in any Medical Clinic if located on Parcel 27-34-300-011-0000, i.e., as a Physician Office (POS 11), is permissible under the Village of Tinley Park Zoning Ordinance for that Parcel zoned as ORI; and, (2) the multiple practitioners who may provide a variety of medical services in the Medical Clinic if located on Parcel 27-34-300-011-0000 may also have office space in that same building which is Zoned as ORI. Such written confirmation will be recorded with the Cook County Recorder of Deed's Office prior to the Effective Date of this Agreement.

10.2 Grantee will provide Grantor a non-exclusive perpetual easement and rights to access, resurface and pave over the vacated IDOT road known as 96th Avenue on Exhibit E.

10.3 Grantee will confirm for Grantor that Chopin Road is a public right of way and as such, Grantor may develop an egress/ingress to Grantor's Property from Chopin Road subject to Grantee's engineering and site plan requirements.

- 10.4 Grantor is allowed to construct an internal road from the point where 96th Avenue ends at Grantor's property line through Grantor's Parcel 27-34-300-011-0000 and Grantee will allow Grantor to construct an ingress/egress from such property to 183rd and provide the right to continued access and use, subject to Grantee's engineering and site plan requirements.
- 10.5 Support Grantor in soliciting Cook County Department of Transportation, Illinois Department of Transportation, and/or the Grantee in obtaining an ingress/egress off 179th Street and/or La Grange Road, as well as any roadway modifications to allow such ingress/egress as well as any roadway modifications to allow for such ingress/egress that would be in conformance with Grantee's engineering standards.
- 10.6 Support Grantor in obtaining a traffic light at a new driveway onto Grantor's parcel off 179<sup>th</sup> Street, or at Chopin & 179<sup>th</sup> Street, should Grantor require one, that would be in conformance with Grantee's engineering standards.
11. Maintenance. Except to the extent caused by the gross negligence of Grantor, ,Grantee, at its sole cost and expense, shall repair and maintain the Grantor's Property upon which the Temporary Construction Easement and the Utility Easement are located, whether over, under, in, along, across and upon, including but not limited to restoring all portions of the Temporary Construction Easement Area and/or Utility Easement Area as applicable, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Temporary Construction Easement Area and the Utility Easement Area, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded. All modifications or additional work must be approved by Grantor, and such approval shall not be unreasonably withheld.
12. Indemnification. Grantee expressly assumes all responsibility for, and shall indemnify, save, defend and hold harmless Grantor, Grantor's member(s), Grantor's affiliates, and each of their respective employees, agents, directors, and officers (individually an "Indemnitee" and collectively the "*Indemnitees*"), from and against any and all liability arising out of any and all claims, demands, suits, causes of action of every kind and character (collectively, "*Claim*"), and any resulting or related liabilities, obligations, fines, damages, losses, costs and expenses (including but not limited to attorneys' fees and litigation costs, or at the option of the Grantor, the Grantee shall promptly accept tender of the Claim and provide a defense at no cost to the Indemnitees) that Indemnitee or Indemnitees may incur by reason of or arising out of, or occurring in connection with, resulting from or related to (1) any actual or alleged act, error or omission of the Grantee, any contractor, subcontractor, supplier or anyone directly or indirectly contracted or employed by any of them or anyone for whose acts or omissions any of them may be liable (collectively, the "*Grantee's Group*"), including but not limited to, any lien or claim against Grantor or the property owned by Grantor against any Indemnitee's interest therein or against any of Grantor's funds or other property; (2) the Grantee's (including but not limited to Grantee's

Group's) performance of this Agreement; or (3) the performance of the construction, operation, maintenance and repair by the Grantee's Group.

### 13. Insurance.

**13.1 Insurance Coverages.** During and throughout the Term of the Temporary Construction Easement and the Utility Easement, Grantee shall carry and maintain at its own cost, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Grantor, the following insurance coverage types with the following minimum primary limits and/or primary/excess limits where indicated:

13.1.1 Errors & Omissions insurance for activities of Grantee related to this Agreement with primary limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate;

13.1.2 Commercial General Liability insurance, covering against bodily injury, property damage, personal and advertising injury, and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per claim/occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The aggregate amount of insurance specified for commercial general liability under this section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the aggregate limit specified. Trinity Health Corporation, Loyola University Health System ("LUHS") and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.3 If Grantee or any of Grantee's Group travels on Grantor Property for purposes in relation to this Agreement, Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Trinity Health Corporation, LUHS and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.4 Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;

13.1.5 Environmental Liability covering third-party injury and property damage claims, including cleanup costs, as a result of a pollution condition arising from Grantee's operations and completed operations with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. This policy shall have a retroactive date

before the start of any work on Grantor's Property. Trinity Health Corporation, LUHS and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.6 All Risk Property Insurance covering Grantee's property for 100% of replacement cost while located on Grantor's Property.

13.1.7 Builders Risk Insurance covering any construction projects undertaken by Grantee on Grantor's Property in reasonable and customary amounts.

### **13.2 Requirements Related to Insurance.**

13.2.1 Self-Insurance. If Grantee maintains program of self-insurance for any coverage listed in this Section, Grantee must provide documentation of financial strength such that Grantor may ascertain acceptability of self-insured arrangement.

13.2.2 Proof of Insurance. Grantee shall provide Trinity Health, LUHS and Grantor with certificates of insurance required under this Section no later than the Effective Date of this Agreement. Grantee shall provide Trinity Health Corporation, LUHS and Grantor with updated certificates of insurance annually and/or upon request to evidence Grantee's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to Trinity Health Corporation, LUHS and Grantor.

13.2.3 Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

13.2.4 Insurance Obligations. The provisions of this Section shall not be deemed to limit the liability of Grantee hereunder or limit any right that Grantor may have including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of Grantor to request certificates of insurance shall not constitute a waiver of Grantee's obligations and requirements to maintain the minimal insurance coverage referenced above. If Grantee utilizes subcontractors to provide any services under this Agreement, Grantee shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than the greater of those required by this Agreement, applicable law and customary in the relevant industry.



13.2.5 Subcontractors' Insurance. Grantee will cause each subcontractor engaged by Grantee to purchase and maintain insurance coverage meeting the insurance requirements of the Grantee.

14. Survival. The rights and obligations of the Grantor and the Grantee, respectively under this Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns and all terms, conditions, and covenants therein shall be construed as covenants running with the land subject to the terms and conditions of this Agreement.

15. Default.

15.1 The Parties shall have all rights available at law to it as well as all rights described in this Agreement with respect to any and all of its respective remedies for Grantee's defaults, if any.

15.2 In the event of a default by Grantee in the performance of its obligations hereunder, then, except in the case of an emergency, in addition to the Grantor's other rights and remedies at law in equity and under this Agreement, if such default is not cured within thirty (30) days after receipt of written notice from Grantor, then the Grantor may perform, or cause to be performed, such obligations at the cost and on behalf of the Grantee and, within thirty (30) days after the Grantee's receipt of an invoice accompanied by commercially reasonable documentation of the costs incurred by Grantor, the Grantee shall reimburse Grantor for its incurred costs. In the event of a failure of the Grantee to timely pay to Grantor any amounts owing hereunder, then such amounts shall constitute a lien against Grantee and Grantor may, in addition to its other rights and remedies at law, in equity, and under the Agreement, cause such lien to attach to Grantee. In the event of any violation or threatened violation of any of the provisions of the Agreement by a party, then, in addition to any other rights available at law, in equity, or under the Agreement, the other party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

16. Additional Restrictions. Grantee shall not: 1) allow and/or permit any use of the Temporary Construction Easement or the Utility Easement by it or its Grantee's Group for any purpose that is not consistent with the current edition of The Ethical and Religious Directives for Catholic Health Care Services, as the same may be subsequently revised from time to time; and 2) erect or display, or permit to be erected or displays, any signage located within or visible from Grantor's Property that could reasonably be expected to embarrass or otherwise adversely impact the public image of the Grantor.

17. Notices. All notices and other communications shall be in writing and shall be deemed properly served if: (a) delivered in person to the party to whom it is addressed or (b) two (2) days after deposit in the U.S. mail if sent postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:

All notices to Grantor shall be sent to:

Loyola University Medical Center  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: General Counsel

With a Copy To:

Loyola Medicine  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: Real Estate

All notices to Grantee shall be sent to:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60447  
Attn: Village Clerk

With Copy To:

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

18. Recording Survival. Grantee will record this easement within five (5) business days from the Effective Date. Grantee will provide Grantor a copy of said recorded instrument promptly upon such recording.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.
20. Waiver. No waiver of breach of any of the easements, covenants and/or agreement contained in the Agreement shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

21. Estoppel Certificate. Each party and their respective successors and permitted assigns , from time to time, upon not less than thirty (30) days prior written notice by the other party, agrees to execute, acknowledge and deliver to the other parties a statement in writing (a) certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications stating such modifications) and (b) stating whether or not to the best knowledge of said party, the requesting party is/are in default in the performance of any covenant, agreement or condition contained in the Agreement, and if so, specifying each such default of which said party may have knowledge. Requests for estoppel certificates may not be made by a party any more frequently than once a year.
22. No Partnership or Third Party Beneficiaries. Nothing in the Agreement shall be construed to make the Parties partners or joint venturers or render either party liable for the debts or obligations of the other. Other than as provided for in the Agreement, the Agreement shall be for the benefit of the Parties and the property and not for the benefit of any other person or property.
23. No Violation. To the best of each Party's knowledge, this indication of interest, and the proposed transaction contemplated hereby, will not violate any contract, agreement or commitment currently binding on such Party. Each Party, in entering into this Letter, has relied on the other Party's representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with the proposed transaction contemplated hereby.
24. Agreement Negotiation Expenses. The Parties acknowledge and agree that each are responsible for its own respective fees and expenses and those of their respective agents, representatives and advisors, including, but not limited to, all attorneys and accountants, related to the review and assessment of the arrangements and the negotiation and execution of this Agreement to effectuate the Agreement.
25. Exhibits. All exhibits referred to in the Agreement and attached thereto shall be deemed part of the Agreement.
26. Approval. Each party to the Agreement shall warrant to the other party that the individual signing on behalf of such warranting party has the authority to execute the document for and on behalf of the entity for which it purposes to act.
27. Counterparts. The Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

[\_\_\_\_\_]

\_\_\_\_\_  
Grantor

**STATE OF ILLINOIS )**  
**) SS.**  
**COUNTY OF COOK )**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:



[\_\_\_\_\_]

\_\_\_\_\_  
Grantee

**STATE OF ILLINOIS )**  
**) SS.**  
**COUNTY OF COOK )**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

**EXHIBIT A**

**Grantor's Property**

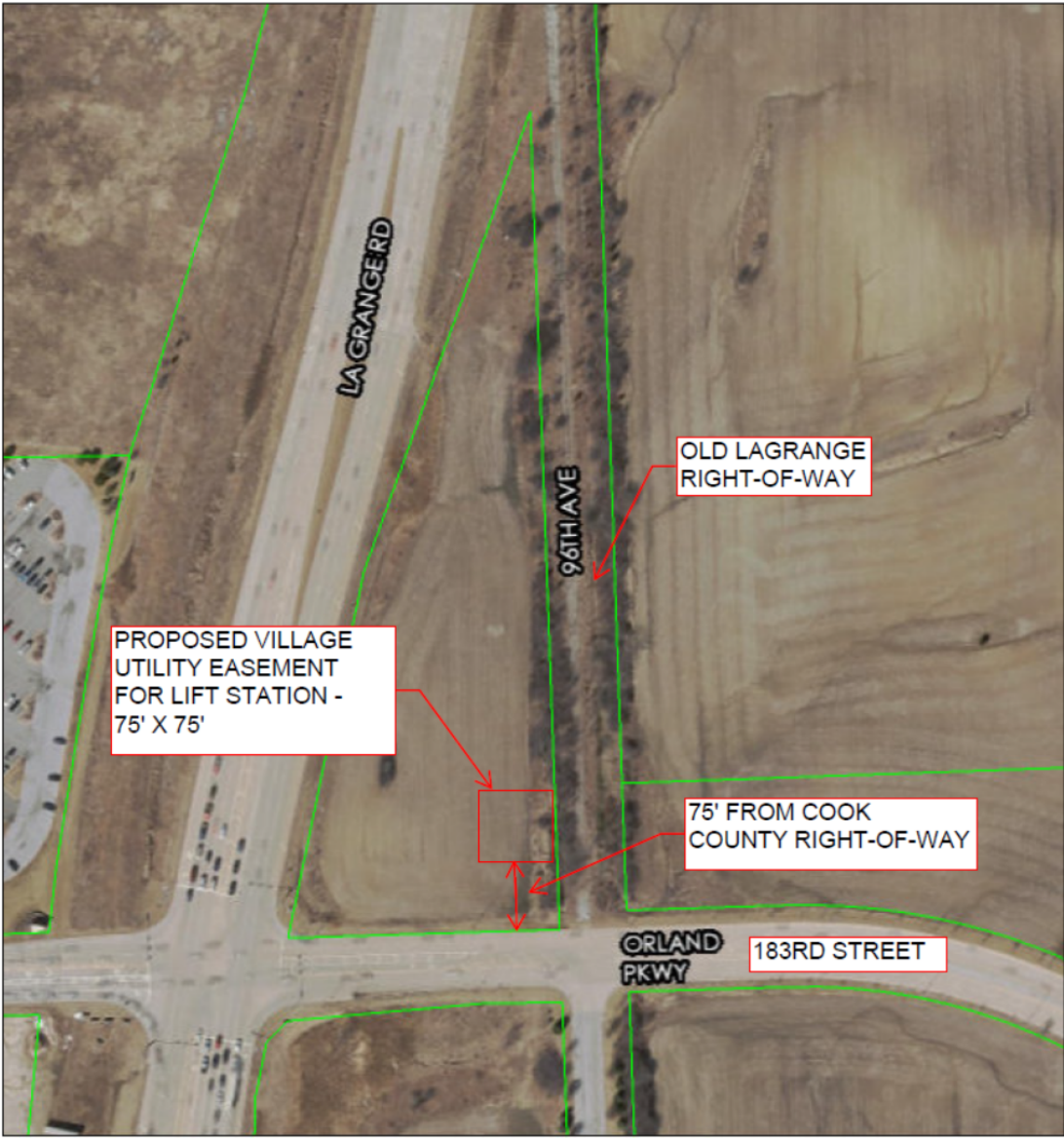
**[Insert Legal Description of affected parcel(s) as provided by Surveyor]**

**EXHIBIT B**

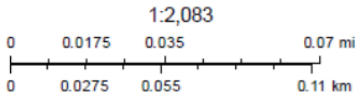
**[Insert Temporary Construction Area Easement Legal Description provided by Surveyor]**

**Exhibit B-1**  
**Temporary Construction Easement Area**

**LaGrange Road Sewer, Water Main, and Lift Station**



April 6, 2021



Cook County GIS Dept

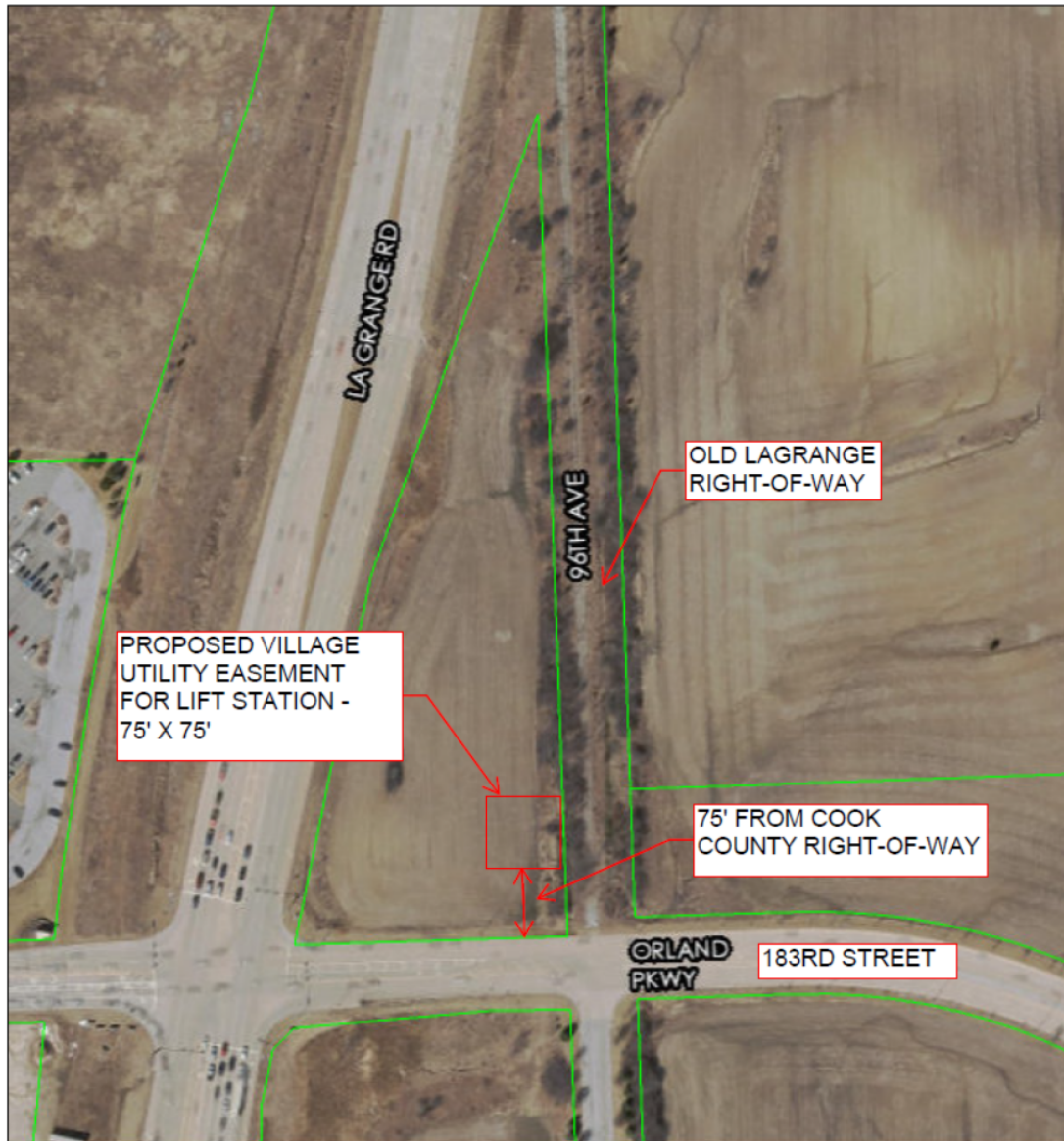


**Exhibit C**

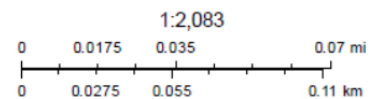
**Insert Utility Easement Area Legal Description provided by Surveyor]**

**EXHIBIT C-1**  
**Utility Easement Area**

**LaGrange Road Sewer, Water Main, and Lift Station**



April 6, 2021



Cook County GIS Dept

**EXHIBIT D**  
**Depiction of Lift Station**



**EXHIBIT E**  
**96th Avenue Roadway**





# Interoffice Memo

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**Date:** June 23, 2021

**To:** David Niemeyer- Village Manager  
John Urbanski – Public Works Director

**From:** Colby Zemaitis, PE, CFM – Assistant Public Works Director

**Subject:** TIF Funded Sidewalk Improvements for South Street and 174th

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Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: The Village of Tinley Park has requested J&J Newell to prepare and submit a quote to remove various sections of sidewalk and concrete stairs along the north side of South Street and the south side of 174<sup>th</sup> Street. This work extends from Oak Park Avenue to 66<sup>th</sup> Court on South Street and from 67<sup>th</sup> Court to limits of the road improvements for The Boulevard on 174<sup>th</sup> Street. The concrete improvements are to eliminate trip hazards and damaged sidewalk sections, replace aged, cracked steps to the Metra Station and add code compliant concrete steps to the sidewalk in front of 17407 174<sup>th</sup> Street.

The proposal from J&J Newell is in the amount of \$25,090.60. The unit prices will match the prices currently in place as part of the Village's current contract for the Sidewalk and Curb Replacement Project.

Staff Direction Request:

1. Approve resolution and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Project Location

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## **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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### **RESOLUTION NO. 2021-R-059**

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**A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK  
AND J&J NEWELL FOR TIF FUNDED SIDEWALK IMPROVEMENTS FOR SOUTH STREET  
AND 174TH STREET**

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**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**

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**RESOLUTION NO. 2021-R-059****A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL FOR TIF FUNDED SIDEWALK IMPROVEMENTS FOR SOUTH STREET AND 174TH STREET**

**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 a proposal with J & J Newell Concrete Contractors, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

**ADOPTED** this 29<sup>th</sup> day of June, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 29<sup>th</sup> day of June, 2021, by the President of the Village of Tinley Park.

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Village President

ATTEST:

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Village Clerk

## **EXHIBIT 1**



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

CERTIFICATE

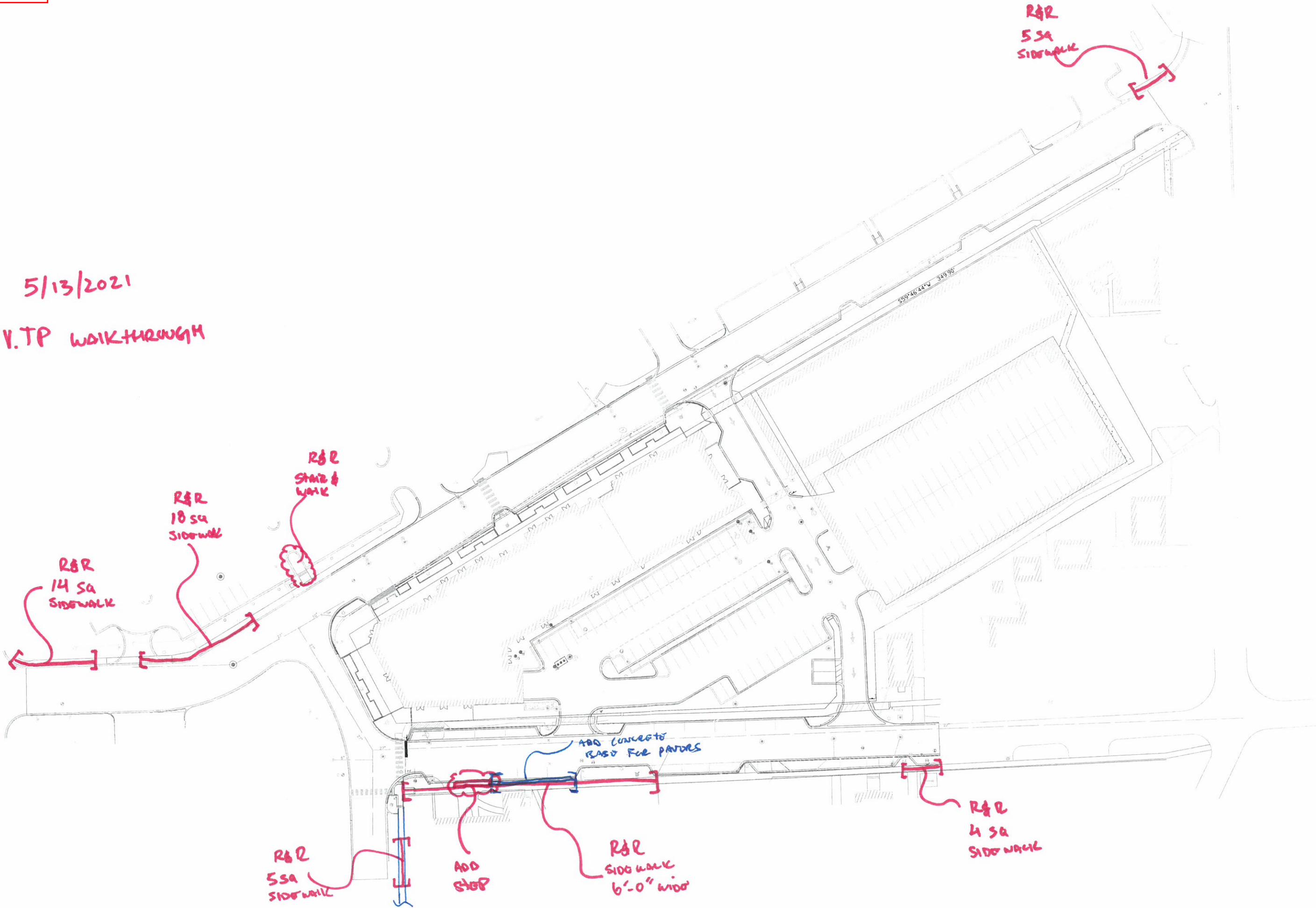
I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-059, “**A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND J&J NEWELL FOR TIF FUNDED SIDEWALK IMPROVEMENTS FOR SOUTH STREET AND 174TH STREET,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 'A'

5/13/2021  
V.TP WALKTHROUGH



# STAFF COMMENT

# **BOARD COMMENT**



# **PUBLIC COMMENT**

# **EXECUTIVE SESSION**

## **ADJOURN TO EXECUTIVE SESSION TO DISCUSS:**

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.**
- B. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**
- C. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.**

**ADJOURNMENT**