

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, October 4, 2022, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR AND SPECIAL VILLAGE BOARD MEETINGS HELD ON SEPTEMBER 20, 2022.

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

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS SPOTLIGHT - CFX TINLEY PARK AND AVOCADO THEORY - **President Glotz & Clerk O'Connor**

ACTION: Discussion:

- CFX Tinley Park provides a clean, affordable, and locally tailored fitness environment featuring tiered membership options and access to personal trainers. Please join me in welcoming Tom Davis, Director of Marketing for Charter Fitness CFX.

- Avocado Theory's Oak Park Avenue location is the first avocado-themed restaurant in the country to offer a wide range of creative and nutritious avocado-based selections, from traditional guacamole to sushi and cheesecake. Avocado Theory Express, at 17111 88th Avenue, now offers quicker access for carry-out orders on the west side of the Village. We are pleased to welcome back Owner Kru Patel as we observe Avocado Theory's one-year anniversary!

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING SEPTEMBER 2022 AS "CHILDHOOD CANCER AWARENESS MONTH" IN THE VILLAGE OF TINLEY PARK – **President Glotz**

ACTION: Discussion: **Consider a Proclamation recognizing September 2022 as "Childhood Cancer Awareness Month" in the Village of Tinley Park, Illinois.**

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-120 RECOGNIZING OCTOBER AS NATIONAL COMMUNITY PLANNING MONTH IN THE VILLAGE OF TINLEY PARK - **Trustee Mueller**

ACTION: Discussion: Consider a resolution recognizing the Month of October as National Community Planning Month in the Village of Tinley Park, IL. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #6

SUBJECT: CONSIDER THE APPOINTMENT OF SADY RIVERA TO THE POSITION OF PURCHASING AND CONTRACT ADMINISTRATOR - **President Glotz**

ACTION: Discussion: Sady has extensive experience in purchasing and contract administration overseeing proposal planning and administration of technology contracts, ensuring contractor compliance with legal requirements, owner specifications and government regulations as well as negotiating with vendors on price, terms & conditions. Sady holds a Bachelor of Arts in Political Science and a master's degree in Government Administration and Policy. **Consider appointing Sady Rivera to the position of Purchasing and Contract Administrator effective October 17, 2022.**

COMMENTS: _____

ITEM #7

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2022-R-114 APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH EPR SYSTEMS USA, INC. FOR A 5-YEAR SUBSCRIPTION TO FIRE RECORDS MANAGEMENT SYSTEM (RMS) IN AN AMOUNT NOT TO EXCEED \$62,457.
- B. CONSIDER A REQUEST FROM THE ILLINOIS ARBORIST ASSOCIATION TO CONDUCT A RAFFLE ON NOVEMBER 15, 2022, AT THE TINLEY PARK CONVENTION CENTER.
- C. CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 176TH STREET, TO CONDUCT A RAFFLE FROM MONDAY, DECEMBER 5, 2022, THROUGH SATURDAY, MAY 6, 2023, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$19,500. WINNERS WILL BE DRAWN AT THE SCHOOL ON MAY 6, 2023.
- D. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,244,256.63 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 23 AND 30, 2022.

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

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-076 AMENDING TITLE XI, CHAPTER 112, SECTION 22 OF THE TINLEY PARK MUNICIPAL CODE- ADDITION OF ONE (1) CLASS A LIQUOR LICENSE - HOLIDAY INN TINLEY PARK, 18320 NORTH CREEK DRIVE - **President Glotz**

ACTION: Discussion: The proposed Ordinance would increase the number of Class A liquor licenses by one (1). Upon completion of construction at 18320 North Creek Drive, the applicant, Holiday Inn Tinley Park, will operate a full-service restaurant and bar. This item was discussed at the Committee of the Whole held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-116 APPROVING AND ACCEPTING THE ISLAND 1 FINAL PLAT OF SUBDIVISION AT 6523 VOGT STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner has requested Final Plat approval for the subdivision of property located at 6523 Vogt Street into two lots in the R-6 (Medium Density Residential) zoning district.

The Plan Commission reviewed the Final Plat of Subdivision at the September 15, 2022, meeting and voted 7-0 to recommended approval subject to three conditions. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-077 GRANTING A SPECIAL USE PERMIT FOR A USED CAR DEALERSHIP WITH ACCESSORY AUTOMOTIVE REPAIR TO BETTENHAUSEN MOTOR SALES, INC. AT 17514-17600 OAK PARK AVENUE - **Trustee Mueller**

ACTION: Discussion: The Petitioner requests a Special Use Permit to operate a Used Car Dealership at 17514-17600 Oak Park Avenue in the Legacy DC and NG zoning districts. Bettenhausen Automotive has operated as a new car dealer at the location since 1958. The Plan Commission held a Public Hearing on September 15, 2022, and voted 7-0 to recommend approval of the Special Use with recommended conditions in accordance with the listed plans and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #11

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-078 GRANTING VARIATIONS FOR A FREESTANDING SIGN WITH AN ELECTRONIC MESSAGE CENTER (EMC) FOR ST. JULIE BILLIART CATHOLIC CHURCH AT 7399 159TH STREET - **Trustee Mueller**

ACTION: Discussion: The Petitioner is requesting Variations for the size and height of a freestanding ground sign, size of the EMC display, and number of ground signs in the R-4 (Single Family Residential) zoning district.

The Plan Commission held a Public Hearing on September 15, 2022, and voted 7-0 to recommend approval of the requested Variations, in accordance with the plans, Findings of Fact, and recommended condition as listed in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-117 APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS IN THE CASE OF 19L008770 - **Trustee Brady**

ACTION: Discussion: This resolution approves a settlement agreement and release of all claims for case 19L008770 without any admission as to fault, liability or wrongdoing. Both parties are agreeing to forever resolve and compromise all of the claims asserted in the case. The settlement is in the amount of \$130,000. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-118 APPROVING A GRANT OF INDEFEASIBLE RIGHT OF USE (IRU) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY BUREAU OF TECHNOLOGY FOR FIBER OPTIC CABLE AND FIBER OPTIC CONDUIT - **Trustee Mahoney**

ACTION: Discussion: Consider awarding a Grant of Indefeasible Right of Use (IRU) to the Cook County Bureau of Technology. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2022-R-119 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SHARLEN ELECTRIC COMPANY FOR POST 20 LIFT STATION FIBER OPTIC NETWORK AT 183RD STREET AND LAGRANGE ROAD - **Trustee Mahoney**

ACTION: Discussion: This work consists of connecting the Post 20 Lift Station located at 183rd Street and LaGrange Road onto the Village fiber optic network. Consider awarding a sole source contract to Sharlen Electric Company in the amount of \$106,868.48 plus \$16,030.27 contingency amount. Total contract not to exceed \$122,898.75. This item was discussed at the Committee of the Whole meeting held previous to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #16

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #17

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #18

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- B. 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.
- C. 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.

ADJOURNMENT

**MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD SEPTEMBER 20, 2022**

The special meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on September 20, 2022. President Glotz called this meeting to order at 6:20 p.m.

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

Village President:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady William A. Brennan Diane M. Galante Dennis P. Mahoney Michael G. Mueller Colleen M. Sullivan
Absent:	None
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

A PUBLIC HEARING HELD ON SEPTEMBER 20, 2022, BEFORE THE CORPORATE AUTHORITIES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, ESTABLISHMENT OF A SPECIAL SERVICE AREA #5 FOR PROPERTY LOCATED NEAR THE SOUTHEAST CORNER OF OAK FOREST AVENUE AND RIDGELAND AVENUE, IN REGARD TO THE OAK RIDGE DEVELOPMENT.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to open the Public Hearing on **ESTABLISHMENT OF A SPECIAL SERVICE AREA #5 FOR PROPERTY LOCATED NEAR THE SOUTHEAST CORNER OF OAK FOREST AVENUE AND RIDGELAND AVENUE, IN REGARD TO THE OAK RIDGE DEVELOPMENT.** Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

At this time Trustee Mueller presented an overview of the establishment of a Special Service Area #5 for property located near the southeast corner of Oak Forest Avenue and Ridgeland Avenue, in regard to the Oak Ridge development. It is proposed that the Subject Property be established with a special service area which will allow for the development of single-family townhomes and detached single-family homes in an area comprised of 39.19 acres.

Special Meeting of the Board of Trustees – Minutes**September 20, 2022**

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Receive comments from the Petitioner. No one came forward.

Receive comments from the public. No one came forward.

Receive comments from the Board. No one came forward.

Motion was made by Trustee Brennan, seconded by Trustee Brady to close the Public Hearing. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adjourn the special Board meeting. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried and adjourned the special Board meeting at 6:23 p.m.

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

APPROVED:

Village President

ATTEST:

Village Clerk

**MINUTES OF THE REGULAR BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD SEPTEMBER 20, 2022**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on September 20, 2022. President Glotz called this meeting to order at 6:30 p.m.

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

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

Village President:	Michael W. Glotz
Village Clerk:	Nancy O'Connor
Trustees:	William P. Brady William A. Brennan Diane M. Galante Dennis P. Mahoney Michael G. Mueller Colleen M. Sullivan
Absent:	None
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

Motion was made by Trustee Brennan, seconded by Trustee Mueller to approve the agenda as written or amended for this meeting. President Glotz asked if there were any comments from members of the Board. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to approve and place on file the minutes of the regular Village Board Meeting held on September 6, 2022. Vote by voice call. President Glotz declared the motion carried.

At this time President Glotz and Clerk O'Connor presented the Tinley Park Business Spotlight.

- Flipside Brewing, 7144 183rd Street
- Matt's Barber Shop, 16750 Oak Park Avenue
- Gatto's Italian Restaurant & Bar, 8005 183rd Street

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to present a Proclamation recognizing Tinley Park resident Ruthann Richardson's accomplishments as a 2022 American Red Cross "Disaster Relief Hero" award recipient. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to adopt and place on file **RESOLUTION 2022-R-106 RECOGNIZING FIRE PREVENTION WEEK IN THE VILLAGE OF TINLEY PARK FROM OCTOBER 9 THROUGH OCTOBER 15, 2022.** Fire Prevention Week is to be held in the Village of Tinley Park beginning October 9, 2021. All citizens are encouraged to do their share to provide a safe place in which to live and work by eliminating those fire hazards which cause the loss of life, property, and resources. Fire Prevention Week is always scheduled to coincide with the anniversary of the Great Chicago Fire of 1871. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2022-R-107 SUPPORTING LEGISLATORS IN REPEALING HB3653 (Safe-T Act) THAT WAS PASSED ON JANUARY 13, 2021, IN THE FINAL HOURS OF THE LAME DUCK SESSION.** HB-3653 ("SAFE-T Act") imposes significant changes impacting many aspects of the criminal justice system that ultimately hamper our police officers' abilities to perform their duties and put our community at risk. President Glotz asked if there were any comments from the members of the Board or public. Vote on roll call. The Board concurred on the importance of supporting this resolution and urged the public to contact their State Representatives. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- A. CONSIDER ADOPTING RESOLUTION 2022-109 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND CRYDER ENTERPRISES FOR THE STREETLIGHT POLE PAINTING PROJECT ON OAK PARK AVENUE IN THE AMOUNT OF \$30,600.
- B. CONSIDER ADOPTING RESOLUTION 2022-R-110 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND PRO EM NATIONAL EVENT SERVICES FOR THE INSTALLATION AND TAKEDOWN OF THE 82' X 131' TENT FOR THE HOLIDAY MARKET IN THE AMOUNT OF \$36,485.40.
- C. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,885,430.54 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED SEPTEMBER 9 AND 16, 2022.

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

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2022-O-072 AMENDING TITLE XI, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE-REDUCTION OF ONE (1) CLASS A LIQUOR LICENSE AND ADDITION OF ONE (1) CLASS B LIQUOR LICENSE (CD LIQUORS, 8005 WEST 183RD STREET, UNITS F-G-H).** Due to a past administrative or technical error, CD Liquors (8005 W. 183rd St., Units F-G-H) was mistakenly issued a Class A (Bar) Village of Tinley Park liquor license. We are seeking to remedy this error by reclassifying CD Liquors' license to Class B (Liquor Store). This item was discussed 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, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2022-R-111 APPROVING AND AWARDED AN OAK PARK AVENUE SIGN GRANT TO KATHIE WYMAN OF WYMAN & CO FOR THE PROPERTY LOCATED AT 17324 OAK PARK AVENUE**. Wyman & Co. is a custom framing and art gallery located in Downtown Tinley Park and has been in business for over 50 years. Kathie Wyman will be installing new exterior wall signage. The proposed exterior signage is a flat aluminum wall sign. The Sign Grant shall be in an amount not greater than \$992.50. This item was discussed 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, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ADOPTING ORDINANCE 2022-O-073 GRANTING VARIATIONS TO PERMIT A CORNER FENCE AND PATIO IN A SECONDARY FRONT YARD FOR PROPERTY LOCATED AT 19330 FANE COURT**. The Petitioner is seeking Variations from the Zoning Ordinance to permit a 5-foot high open-style fence and a patio to encroach nine feet into the required 25-foot secondary front yard of their property. The Plan Commission held a Public Hearing on September 1, 2022 and voted 7-0 to recommend approval of the Variations requested in accordance with plans and findings of fact 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, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2021-O-074 ESTABLISHING A SPECIAL SERVICE AREA NO. 5 (OAK RIDGE SUBDIVISION)**. An Ordinance was passed on August 3, 2022, proposing the establishment of Special Service Area No. 5 and a public hearing was held on the matter prior to this Village Board meeting. The Special Service Area will ensure that the improvements within the Oak Ridge Subdivision are maintained by the property owners, and if not, that the Village may levy a special tax for maintenance of those improvements. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to adopt and place on file **ORDINANCE 2022-O-075 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE DUN RAVEN PLACE PHASE II PUD TO ALLOW FOR TOWNHOME ADDITIONS**. The Petitioner requests a Special Use to permit a rear addition on the townhouse at 6862 Michaels Circle. The Substantial Deviation to the Planned Unit Development (PUD) also allows for future additions with a similar design in the subdivision located in the R-6 PD zoning district. The Plan Commission held a Public Hearing on August 4, 2022, and September 1, 2022, and voted 7-0 to recommend approval of the Special Use in accordance with the listed plans and Findings of Fact in the Staff Report. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to adopt and place on file **RESOLUTION 2022-R-115 APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF**

TINLEY PARK AND MUNICIPAL SERVICES CONSULTING FOR THE UPGRADE i3 NG911 EQUIPMENT. The State of Illinois adopted the move to i3 NG9-1-1 for all PSAPs (Public Safety Answering Points) – (Dispatch Centers) in the State. Next Generation 9-1-1 (NG9-1-1) is a secure, nationwide, interoperable, standards-based, all-IP emergency communications infrastructure enabling end-to-end transmission of all types of data, including voice and multimedia communications from the public to an emergency communications center. In order to be compliant with the State, the existing emergency communications infrastructure in the Tinley Park Dispatch Center requires upgrading. Additional equipment is required to move to i3 NG911 as well as replacing outdated obsolete equipment that has been in service for over 7 years. The move to i3 is scheduled for late October to early November. The 911 Communications Center is awaiting the approval of grant funding in the amount of \$107,938.69. Consider approving project coordination for the additional equipment and installation by Municipal Services Consulting (MSC) in the amount of \$145,223.76. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2022-R-112 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING LTD. FOR PHASE I DRAINAGE IMPROVEMENT DESIGN FOR KIMBERLY HEIGHTS.** Robinson Engineering Ltd. (REL) has prepared the Master Drainage Improvement Plan for the Kimberly Heights Subdivision. The next step of this project is to prepare engineering plans and specifications for the construction of the initial phase of construction. The initial phase of construction has been discussed with staff and agreed to be located in the northwest section of the development which improves nearly all of the drainage issues in the northwest area of Kimberly Heights. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Mueller to adopt and place on file **RESOLUTION 2022-R-113 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND RC WEGMAN FOR THE PUBLIC SAFETY BUILDING DATA CENTER RELOCATION PROJECT.** This relocation project will consist of approximately 1090 Square Feet of Interior renovations for the addition of a new upgraded Data Center in the Public Safety Building. The project also includes the reworking of the existing telephone and data systems along with extensive additions of new telephone/data infrastructure. Consider awarding a contract to RC Wegman in the estimated amount of \$543,900 along with a contract contingency allowance of \$150,000. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mahoney, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2022-R-108 IN SUPPORT OF THE VILLAGE OF TINLEY PARK'S APPLICATION FOR AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR THE 80TH AVENUE TRAFFIC SIGNAL IMPROVEMENTS AT TIMBER DRIVE.** Public Works is requesting discussion and consideration to approve this resolution in support of the Village of Tinley Park's application for an Illinois Transportation Enhancement Program (ITEP) grant for the 80th Ave. traffic signal improvements at Timber Dr. 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, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Pat Carr, Village Manager, stated the Electric Vertical Takeoff demonstration project with Eve Air Mobility is in week two and to book a flight visit the Village website.

Hannah Lipman, Assistant Village Manager, thanked Staff for their work, in partnership with the Chamber of Commerce, regarding the Oktoberfest event.

Steve Klotz, Fire Services Administrator invited all to the annual open house On October 1, 2022, from 9 - 12. The Citizen Fire Academy Graduation will take place at that time.

Dan Ritter, Interim Community Development Director, thanked Anthony Ardolino and Nick DeNova in the IT Department for their help with the permitting data which has resulted in quicker review times.

Trustee Galante commented on the Oktoberfest event thanking Staff, the Chamber of Commerce, volunteers, and the citizens for a great event. Trustees Sullivan and Brady and President Glotz concurred. Trustee Galante also noted the Citizens Police Academy is currently taking applications at the Police Department.

Trustee Brennan announced the Southwest Suburban 2022 Walk to End Alzheimer's will be on Sunday, October 1 stepping off from the 80th Avenue train station. Registration begins at 8:30 a.m.

Trustee Brady stated Orland Township will be holding their 10th annual Pet-Palooza on the Orland Township Grounds at 14807 S. Ravinia Ave., Orland Park.

President Glotz commented on complaints filed by Trustee Galante with the Attorney General (AG) regarding an Open Meeting Act violation and read portions of the complaint and the AG's response. Trustee Galante called for a Point of Order. President Glotz denied the Point of Order. Paul O'Grady, Village Attorney, stated Roberts Rules are being followed and informed Trustee Galante she was out of order.

A citizen commented on Freedom of Information Act responses received by him regarding Trustee Galante's use of her private email for Village business.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, at 7:55 p.m. to adjourn to Executive Session to discuss the following:

- A. 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.

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

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to adjourn the Village Board meeting at 8:21 p.m. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

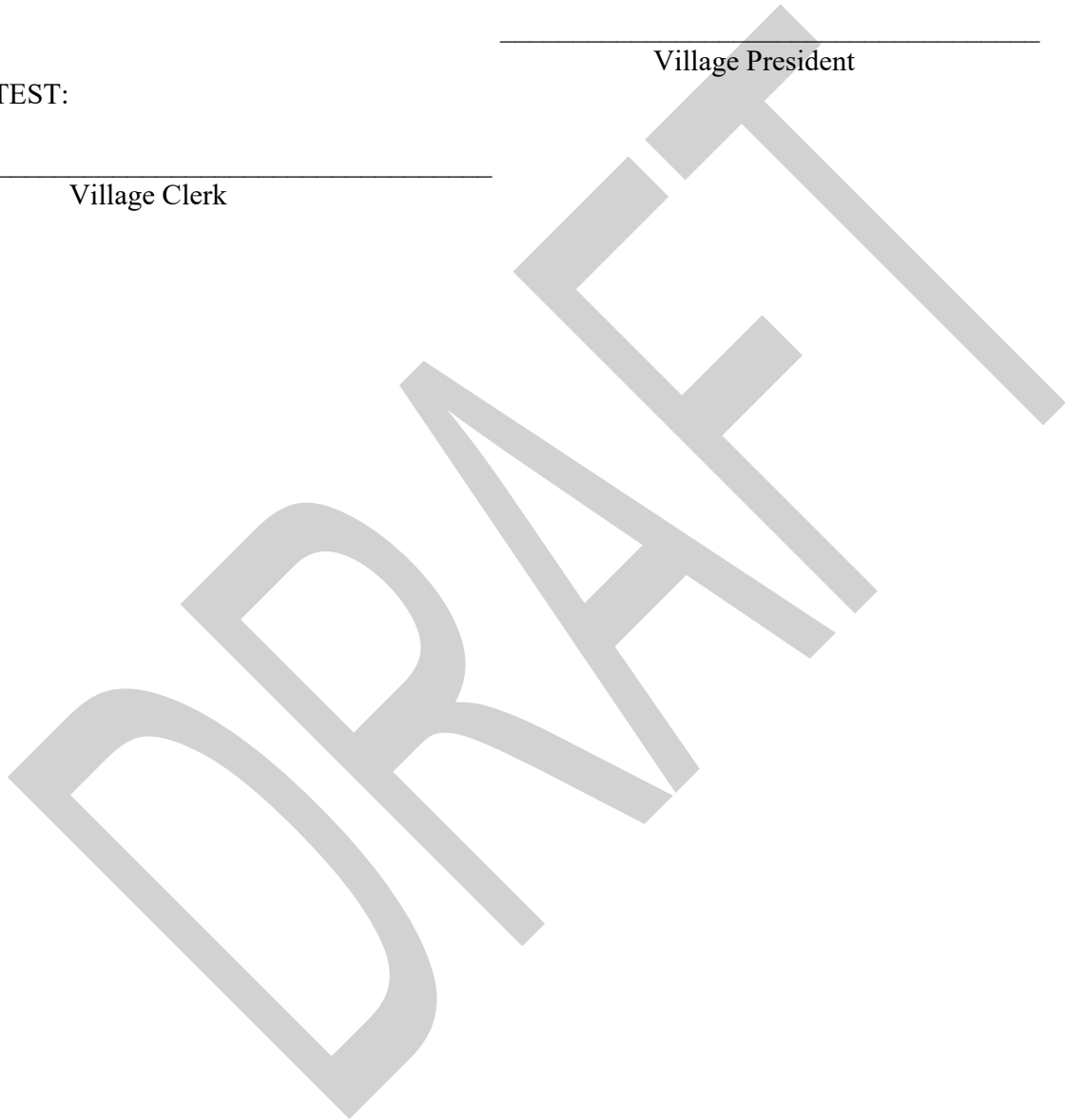
PLEASE NOTE: Where there is no summary of discussion on any items in the minutes, this reflects that no discussion occurred other than the introduction of the item.

APPROVED:

Village President

ATTEST:

Village Clerk



TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

TINLEY PARK



PROCLAMATION

*Recognizing September 2022 as
"CHILDHOOD CANCER AWARENESS MONTH"
in the Village of Tinley Park*

WHEREAS, childhood cancer is the leading cause of death by disease in children, and;

WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday, and the average age of diagnosis is 6 years old, compared to 66 years for adult cancer diagnosis; and

WHEREAS, on average there has been a 0.6 percent increase in incidence per year since the mid 1970's, resulting in an overall incidence increase of 24 percent over the last 40 years, and;

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to continue it; and

WHEREAS, hundreds of non-profit organizations at the local and national level, including the American Childhood Cancer Organization, are helping children with cancer and their families cope through educational, emotional and financial support, and;

WHEREAS, researchers and healthcare professionals are working diligently to dedicating their expertise to treat and cure children with cancer, and;

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure;

NOW, THEREFORE, BE IT PROCLAIMED, by the President, Clerk, and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that September 2022 be designated as "*Childhood Cancer Awareness Month*" in the Village of Tinley Park. We encourage all Americans to observe Childhood Cancer Awareness Month and wholeheartedly support this cause that so deeply impacts families in every community across our country.

APPROVED this 4th day of October, 2022.

Michael W. Glotz, Village President

ATTEST:

Nancy M. O'Connor, Village Clerk

TINLEY PARK



RESOLUTION 2022-R-120

Recognizing the month of October, 2022 as
“National Community Planning Month”
in the Village of Tinley Park

WHEREAS, change is constant and affects The Village of Tinley Park and all communities; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient, and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of The Village of Tinley Park, Illinois, Cook and Will Counties; and


WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of The Village of Tinley Park, Illinois, Cook and Will Counties and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED, by the President, Clerk, and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that the month of October, 2022 be designated as “National Community Planning Month” in the Village of Tinley Park.

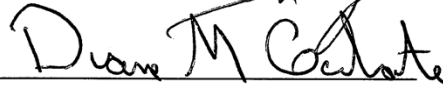
ADOPTED THIS fourth day of October 2022.

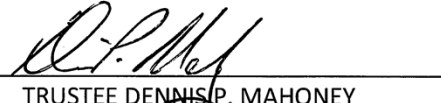

MICHAEL W. GLOTZ, VILLAGE PRESIDENT


NANCY M. O'CONNOR, VILLAGE CLERK


TRUSTEE WILLIAM P. BRADY


TRUSTEE WILLIAM A. BRENNAN


TRUSTEE DIANE M. GALANTE


TRUSTEE DENNIS P. MAHONEY


TRUSTEE MICHAEL G. MUELLER


TRUSTEE COLLEEN M. SULLIVAN

CONSIDER THE APPOINTMENT OF:

SADY RIVERA - PURCHASING & CONTRACT ADMINISTRATOR

President Glotz



Interoffice Memo

Date: September 27, 2022

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Professional Service Agreement – EPR Fire Records Management System

Presented for October 4th, 2022 Committee of the Whole meeting discussion and action:

Description: Approve the software as a service (SaaS) agreement of Fire Records Management System for five year subscription and installation services.

Background: The Fire Department is required to track and maintain information in a Records Management System (RMS) related to fire incidents, investigations, and inspections. The current software which stores this information is nearing end of life, at which time the software will no longer be supported by the vendor.

An RFP for a new Fire RMS was released in July 2022 soliciting pricing for a five (5) year term. Five vendors and proposals were received. Submissions were reviewed by VoTP Fire and IT staff and evaluated on total cost, software functionality and vendor experience. Two proposals were selected for further evaluation through vendor demonstrations and Q&A. As part of the investigation of the proposals the two finalists were asked to provide best and final pricing of their proposed solution.

The EPR Fireworks Fire RMS proposal was determined to provide the most cost effective and robust functionality at a five year cost of \$62,457.00. This cost includes installation services, data migration and software maintenance.

Budget/Finance: Funding is budgeted and available in the approved FY23 budget via capital funds allocated for the Fire Records Management System project.

Staff Direction Request: Enter into agreement with EPR for a five (5) year term to provide their Fire Records Management Software as a Service solution with the cost of \$62,457.00.

Attachments:

1. Best and final price offering from EPR
2. Agreement for SaaS Fire RMS solution from EPR

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

RESOLUTION
NO. 2022-R-114

**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT
WITH EPR SYSTEMS USA, INC. FOR A 5-YEAR SUBSCRIPTION TO FIRE RECORDS
MANAGEMENT SYSTEM IN AN AMOUNT NOT TO EXCEED \$62,457**

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

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

RESOLUTION NO. 2022-R-114**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH EPR SYSTEMS USA, INC. FOR A 5-YEAR SUBSCRIPTION TO FIRE RECORDS MANAGEMENT SYSTEM IN AN AMOUNT NOT TO EXCEED \$62,457**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Software as a Service (SaaS) Agreement with EPR Systems USA, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 4th day of October, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 4th day of October, 2022, by the President of the Village of Tinley Park.

ATTEST:

Village President

Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-114, "**A RESOLUTION APPROVING A SOFTWARE AS A SERVICE (SAAS) AGREEMENT WITH EPR SYSTEMS USA, INC. FOR A 5-YEAR SUBSCRIPTION TO FIRE RECORDS MANAGEMENT SYSTEM IN AN AMOUNT NOT TO EXCEED \$62,457,**" which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.

VILLAGE CLERK

PROPOSAL SHEET

Note: The Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Illinois Department of Revenue.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: EPR Systems USA Inc.

FIRE RECORDS MANAGEMENT SYSTEM (RMS)		
Required Items		
Year one (1) cost	\$	10,827.00
Year two (2) cost	\$	11,151.81
Year three (3) cost	\$	11,486.36
Installation, service, project management, and any other misc. costs	\$	4,980.00
Total Cost for required items (sum total of the four lines above)	\$	38,445.17
Optional Items		
Year four (4) cost	\$	11,830.95
Year five (5) cost	\$	12,185.88
Total Cost for required AND optional items	\$	62,462
Proposed solution type (mark one):	Hosted	On-Prem
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein,

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2022, by and between The Village of Tinley Park (hereinafter referred to as “Customer” or “Village of Tinley Park”) and EPR Systems USA, Inc., a Florida corporation, (hereinafter referred to as "EPR" or "Vendor").

WHEREAS, EPR is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution; and

WHEREAS, CUSTOMER is engaged in providing emergency and rescue services and desires to utilize such Software to support the management of its fire and rescue operations; and

WHEREAS, EPR and CUSTOMER believe it is in their mutual interest and desire to enter into an agreement whereby CUSTOMER would use EPR's Software pursuant to the terms and conditions hereinafter provided.

The above recitals are hereby incorporated and made a part of this Agreement as if fully recited hereby.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Section 1 - Purchase

CUSTOMER shall subscribe to, and EPR shall provide the subscription items described by Attachment A, attached hereto, and made a part hereof.

Section 2 – Terms

2.1 This Agreement shall be subject to the terms and conditions contained herein and as provided by Attachment A and Exhibit B, attached hereto and made a part hereof. The total cost to CUSTOMER for the initial term of this Agreement From October 2022 to October 2027 is \$62,457.00 for subscription services which includes data migration, system set up and training, outlined in Attachment A.

2.2 The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue for the period of Five years; Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 30 days prior to the applicable renewal date.

Section 3 – Definitions

3.1 In this Agreement, unless the context otherwise requires:

- a) “Acceptance” means the acceptance of the Deliverables in accordance with Section entitled Inspection of the Deliverables of this Agreement.
- b) “Confidential Information” means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or Illinois law;
- c) “Contract Price” means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Attachment “A” to this Agreement, to be payable by CUSTOMER to EPR for the Deliverables.
- d) “EPR FireWorks” means the computer software, converted data, system interfaces, databases and documentation that are to be supplied by EPR and implemented by CUSTOMER, including the Deliverables to be provided by EPR to CUSTOMER all as contemplated hereunder, as the same may be upgraded, enhanced, or otherwise modified or adapted from time to time.
- e) “Deliverables” means the whole of the services including, without limitation, system set-up, data conversion, training, maintenance, and software programs required to be done, furnished or performed by EPR in accordance with the terms of this Agreement.
- f) “SaaS” means software-as-a-service that EPR hosts (directly or indirectly) for Customer’s use on a periodic subscription basis.
- g) “Improvements” means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the licensed computer programs and documentation, including, without limitation:
 - (i) Improvements and upgrades to improve software efficiency and maintainability.
 - (ii) Improvements and upgrades to improve operational integrity and efficiency.
 - (iii) functional improvements or changes which support legislated, regulatory or other lawful requirements.
 - (iv) changes or modifications to correct errors; and

- (v) Additional licensed computer programs to otherwise update the licensed computer programs.
- h) “Live Production” means use of EPR FireWorks system in the regular business operation of CUSTOMER, which shall be twenty-four (24) hours per day, seven (7) days per week.
- i) “Maintenance Access Period”, unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 AM – 2 PM, and weekdays Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which EPR shall have personnel available to receive/respond to email and/or telephone support for maintenance services including remote connect in accordance with this Agreement; Support
- j) “Response Time” means the period of time beginning with a *bona fide* attempt to reach EPR by telephone, or other oral means, or email written means has been made by CUSTOMER during a Maintenance Access Period, and ending with the response of EPR;
- k) “Time to Repair” means that portion of the time that EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to functional specifications, starting from the response of EPR and ending with the turnover of the Deliverables to CUSTOMER in proper working order.

“Unapproved Modifications” means modifications to the licensed computer programs not approved by EPR but made by CUSTOMER or on its behalf by someone other than EPR.

Section 4 – Representations

4.1 EPR represents and warrants, and it is a condition of this Agreement, that:

- (a) EPR is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder.
- (b) EPR has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by EPR has been duly authorized by all requisite corporate action.
- (c) The execution and performance of this Agreement or any part of this Agreement by EPR does not and will not violate any contract or other obligation of EPR, and EPR knows of no circumstances which would prevent EPR's performance of this Agreement or any part thereof.
- (d) EPR is competent to perform its obligations hereunder, and has sufficient manpower; resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s).
- (e) EPR has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional

and timely manner; and

- (f) The representations and warranties made by EPR herein, including the recitals and all schedules hereto (in particular, in EPR's Proposal), are reasonable and correct, and may be relied upon by CUSTOMER and shall continue to be reasonable and correct, and may be relied upon by CUSTOMER throughout the performance of this Agreement.

Section 5 – Grant of Subscription

5.1 Grant of Subscription: SaaS. For SaaS, during the term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

Section 6 - Data

6.1 Ownership of Data. As between EPR and Customer, all Customer Data shall be owned by Customer.

Section 7 – Trademarks and Proprietary Notices

EPR expressly reserves all rights to its own trade names, logos, trademarks, other identifying symbols and all of its proprietary rights in its product packaging or labeling of any licensed computer programs. CUSTOMER shall not acquire any right, title or interest in or to any such trade name, logo, trade-mark, or other identifying symbols of EPR.

7.1 Notwithstanding anything to the contrary provided for herein, CUSTOMER shall retain exclusive ownership of all CUSTOMER generated and/or supplied data. In no event shall such CUSTOMER's related data or information be used by EPR without the prior written consent of the CUSTOMER.

Section 8 – Payment

8.1 CUSTOMER shall pay EPR in accordance with the Payment Schedule described in Attachment "A" to this Agreement within thirty (30) days of receipt of invoice. All fees are inclusive of all freight, shipping and applicable taxes.

8.2 CUSTOMER shall notify EPR, within Fifteen (15) days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until EPR remedies the inadequacy to the satisfaction of CUSTOMER, at no additional cost to CUSTOMER. Payment will be made by CUSTOMER within thirty (30) days of receipt of invoice issued by EPR.

Section 9 – Confidentiality

- (a) EPR shall be bound by an obligation of strict confidence to CUSTOMER in respect of any confidential information disclosed by or on behalf of CUSTOMER to EPR or developed by EPR for CUSTOMER. EPR shall not:

- (b) Disclose, either directly or indirectly, any such confidential information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
- (c) Use any such confidential information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of CUSTOMER and on terms and conditions satisfactory to CUSTOMER in its sole discretion.
- (d) Notwithstanding anything to the contrary herein, CUSTOMER's good faith compliance with the provisions of the Illinois Freedom of Information Act shall not be construed as and shall not constitute a breach of this Agreement.

Section 10 - Law/Venue

10.1 This Agreement is subject to and governed by the laws of the State of Illinois. EPR hereby consents to the jurisdiction of the State of Illinois for the enforcement of any rights, the resolution of any disputes and/or for the purposes of any lawsuit brought pursuant to this Agreement or the subject matter hereof; and EPR agrees that service by first class U.S. mail to EPR Systems USA, Inc., 1016 Lasalle Street, Jacksonville, FL 32207 shall constitute effective service.

Section 11 – Notice

11.1 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage-paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

Customer address:
Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477

VENDOR address:

EPR Systems USA Inc.
1016 Lasalle Street
Jacksonville, FL 32207
jjacobson@eprsys.com

11.2 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail with a copy by e-mail, five days after proper deposit in a mailbox.

12. No Modification

There shall be no modification of this Agreement, except in writing and executed with the same formalities as the original.

13. **Interest.** EPR hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government

Prompt Payment Act as amended. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

14. **Severability**. The terms of this Agreement shall be severable. In the event any of the terms or the provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

15. **Compliance with Law**. Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, EPR shall comply with all applicable federal, state, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, EPR hereby certifies, represents, and warrants to the CUSTOMER that all of EPR's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. EPR shall also, at its expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. CUSTOMER shall have the right to audit any records in the possession or control of EPR to determine EPR's compliance with the provisions of this section. In the event CUSTOMER proceeds with such an audit, EPR shall make available to CUSTOMER EPR's relevant records at no cost CUSTOMER. CUSTOMER shall pay any and all costs associated with any such audit.

16. **Execution**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

17. **Conflict**. In the event of any conflict between the terms and provisions of this purchase Agreement and Attachments A and Exhibit B hereto, the terms and provisions of this purchase Agreement shall supersede and control.

18. **Limitation of Damages**. In no event shall CUSTOMER be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall CUSTOMER be liable for any consequential, special or punitive damages, or any damages resulting from loss of profit.

19. **Transfer of Title/Risk**. Transfer of title, and risk of loss shall pass to CUSTOMER upon delivery of any goods. All transportation and delivery shall be at EPR's sole expense.

20. **Indemnification**. To the fullest extent permitted by law, EPR agrees to and shall indemnify, defend and hold harmless CUSTOMER, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of EPR or EPR's officers, employees, agents or subcontractors in the performance

of this Agreement, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against CUSTOMER, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of CUSTOMER's choosing.

21. **Relationship Between the Parties.** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

22. **Waiver.** Neither party hereto shall be responsible for any consequential, indirect, punitive or incidental damages for any reason whatsoever. Any delay or failure to enforce any rights by either party arising out of or pursuant to this Agreement shall not constitute, and shall not be construed as, a waiver of any such rights.

23. **Limitation of Actions.** EPR shall not be entitled to, and hereby waives, any and all rights that it might have to file suit or bring any cause of action or claim for damages against CUSTOMER and/or its affiliates, officers, employees, agents, attorneys, boards and commissions of any nature whatsoever and in whatsoever forum after two (2) years from the date of this Agreement.

24. **No Other Agreements.** This Agreement is the only agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral, written or implied, between the parties hereto regarding the subject matter hereof. This Agreement may only be altered or modified by written instrument signed by both parties.

25. **Appropriation of Funds.** The obligations of CUSTOMER under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract.

If, for any fiscal year the term of the Contract, sufficient funds for the discharge of the CUSTOMER's obligations under this Agreement are not appropriated and authorized, then this Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to CUSTOMER for damages, penalties, or other charges on account of such termination.

The person signing this Agreement certifies that s/he has been authorized by CUSTOMER to commit CUSTOMER contractually and has been authorized to execute this Agreement on its behalf.

This Agreement shall be construed so as not to be classified as "debt" or "evidence of debt" under Illinois law.

The person signing this Agreement on behalf of EPR certifies that s/he has been authorized by EPR to commit EPR contractually and has been authorized to execute this Agreement on its behalf.

26. **HIPPA Compliance.** The Business Associate Agreement between EPR and the CUSTOMER, attached hereto as Exhibit B, is made part of this Agreement.

27. **System Backup.** The parties agree and acknowledge that all EPR FireWorks system data shall be housed in the secure Amazon Web Services cloud environment, with security, back up and disaster recovery built in.

27.1 **Local Data Backup.** EPR shall provide CUSTOMER with an MS SQL database for local backup purposes on a schedule to be agreed upon, but not more than once a week at no cost.

28. **Data Conversion.** CUSTOMER agrees to provide EPR with a copy of CUSTOMER’s database for data conversion purposes, and EPR agrees to destroy such data upon completion of the conversion.

The Village of Tinley Park

EPR Systems USA:

Name _____

Name: _____

Title Date

Title Date

ATTACHMENT A”

Description	Included	2022 -2027
Fire Bundle (NFIRS, Inspection, Properties, Preplan, Hydrants, Investigation)	<input checked="" type="checkbox"/>	\$ 41,788
Inventory, Maintenance, Work Order	<input checked="" type="checkbox"/>	\$ 5,096
CAD Interface	<input checked="" type="checkbox"/>	\$ 10,593
Data Migration and Conversion - One Time	<input checked="" type="checkbox"/>	\$ 3,000
Web Training 4 Sessions	<input checked="" type="checkbox"/>	\$ 1,980
Annual Cost	<input checked="" type="checkbox"/>	\$ 62,457

Terms & Conditions: All fees will be invoiced upon active work on the software platform with net 30-day terms.

Any add on modules will be amended to this contract & invoiced on a prorated basis.

EXHIBIT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and EPR Systems ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
 - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside EPR's Software over the public Internet; and
 - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to EPR's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic, or facsimile.

VILLAGE OF TINLEY...
RAFFLE LICENSE APPLICATION

Date: 9/9/2022

1. Organization name: Illinois Arborist Association

2. Organization address: PO Box 860, Antioch, IL 60002

3. Mailing address if different from above:

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

- Religious Charitable Labor Fraternal
- Educational Veterans Business

5. How long has the organization been in existence: 40 years

6. Place and date of incorporation: December 27, 1982 - Chicago, IL

7. Number of members in good standing: 1266

8. President/chairperson: Aaron Schulz

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

9. Raffle manager: April Toney

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

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

Name: April Toney - Executive Director, Illinois Arborist Association

Address: [REDACTED] Phone: [REDACTED]

Name: Michael Priller - TREE Fund Liaison

Address: [REDACTED] Phone: [REDACTED]

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

- By regular U.S. mail to the organization mailing address
- By electronic mail, please provide email address: [REDACTED]

12. Date(s) for raffle ticket sales (include days of the week): Tuesday, November 15, 2022

13. Location of ticket sales: Tinley Park Convention Center 18451 Convention Center Dr. Tinley Park, IL

14. Name and address of location for determining winners:
Tinley Park Convention Center

15. Date(s) for determining winners (include days of the week):
Tuesday, November 15, 2022

16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 2500.00

17. Maximum retail value of each prize: \$ \$5 - \$500

18. Maximum price charged of each ticket (chance) sold: \$ \$20 for an armlength of

19. Is this a queen of hearts raffle? No Yes

20. § 132.38 Fidelity Bond Required

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

Fidelity bond Waiver of bond statement by organization

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

Name of Organization: Illinois Arborist Association

Executive Director: April Toney

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

WAIVING FIDELITY BOND - SAMPLE LETTER

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

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

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

OR

Email to:
Clerk's Office
clerksoffice@tinleypark.org

Dear Clerk:

Included with the Raffle Application, the Illinois Arborist Association Board submits this letter in response to the fidelity bond requirement, for the TREE Fund Raffle fundraising event, concluding on 11/15/2022.

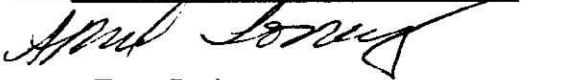
The Illinois Arborist Association Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond.

If you have any questions, please contact April Toney at [REDACTED].

Sincerely,

Name: April Toney

Title: Executive Director



Name: Tony Dati

Title: President Elect





Illinois Arborist Association Board Meeting - Virtual (ZOOM) and In-Person at Russo September 14th, 2022 - 10:00am

Attendees: Aaron Schulz, Andrew Ranney, Beau Nagan, Bill Black, Dan O'Brien, Eric Hendrickson, Joe Hansen, Mark Bulhm, Matt Millette, Mike Priller, Paul Filary, Stephanie Adams, Tony Dati, April Toney, & Ashley LaDuke

Meeting to order: 10:03 by Tony Dati

Executive Reports

President Report: Aaron Schulz

- October 8th Tree Planting Memorial – waiting for last tree selection
- QR Codes for Annual Conference CEU's – each CEU have different QR code – QR CEU codes in PowerPoint presentations
- Wait to hear back from Kevin Mabry on why didn't attend International Tree Climbing Competition before making decision on what to do...
-Possibly have him reimburse IAA \$250 for entry fee
- IAA possibly develop plan so something like this doesn't happen again and/or will know how to proceed if does; maybe have winners sign an agreement/contract (not certain if ISA has them sign something)

President-elect Report: Tony Dati

- **Action Item:** Approve minutes from July 14, 2022
 - Motioned by Tony Dati
 - Seconded by Beau Nagan
 - All in Favor
 - No Discussion
 - None Opposed
- **Action Item:** Approve to waive Fidelity Bond for the TREE Fund Raffle
 - Motioned by Tony Dati
 - Seconded by Dan O'Brien
 - Discussion – explanation of fidelity bond
 - All in Favor
 - None Opposed
- Attended CRTI Trees & Tacos Event – made drone footage and took photos, fun and cool event with good attendance and a diverse group of people
- Attending Saluting Branches Event
- Village of Niles is hosting a Community Hands-On Training Oct 14th max attendance (20) – Chainsaw and Pruning
- October 24th-26th Tony and Steve Lane will be speaking at IPWMAN on safety and what staff should be sent on disaster area employments
 - Steve will be speaking on tree risk assessment
 - If interested need more speakers, will send out an email. April suggested that Matt contact utility folks to talk about electrical hazard awareness and safety.
 - Tony will be hosting the IAA booth at IPWMAN

Vice President Report: Dan O'Brien

- Special Ops Committee is now being renamed to the small council:
 - Working on an agenda of tasks
 - Revamping Constitution and Bylaws to make them rock solid

Past President Report: Beau Nagan

- Attending Saluting Branches Event
- Rec Climb at Cantigny October 29th (Megan is event coordinator at Cantigny can contact her)
- Taught an Intro SRS Climbing Training at Openlands for their apprenticeship program
- Think about in future to possibly help train tree climbers in Openlands apprenticeship program

Treasurer: Mark Bluhm

- Profit and Loss – Finance update

Executive Director: April Toney

- Report – mini budgets, membership, event updates.
- Brought up 40th Annual Conference Postcard Idea
 - \$938 for 1266 postcards (which is how many members we have)
 - if 3-4 sign up we will make that money back
 - Have Ashley make separate form and QR code for postcard so we can track who signs up through the postcard
- **Action Item:** Approve to send out postcards
 - Motioned by Tony Dati
 - Seconded by Mike Priller
 - No Discussion
 - All in Favor
 - None Opposed

Director Reports

Commercial Director 2022: Paul Filary

- Career Fair at Annual Conference same as last year except there will be a panel discussion with those sponsoring the Career Fair

- April suggests using grant money to help Green Corps be able to attend Career Fair
- Would like to make the Career Fair a separate 2- day event similar to CRTI's Trees & Tacos Event
 - Keep in contact with CRTI so we don't schedule our event around the same time as theirs
 - Don't just target students but anyone looking for a career in the arboriculture industry
 - Make a budget to possibly use IDNR grant money
- Hosted IAA Booth with Nathan Paulus at the Trees & Tacos Event – mostly advertised the Career Fair
- Waiting for 3 new IAA Banner Signs for Events to arrive
- IAA did not attend the Illinois State Fair but had coloring books sent to display on the IDNR Booth
- Need more IAA items to hand out
 - Suggested items: Stickers and Buffs
- Climbing Social Events
 - Working on finalizing dates, speakers, locations, times
 - Mike will send Paul Athletico contact for a physical therapy topic
- Speakers for TreeBiz Social need microphone
- Aaron is coordinating social events for southern Illinois

Commercial Director 2023: Andrew Ranney

- Day of Service Update
 - Oct 14th
 - Beau and Andrew walking the site on Friday
 - Will get April the details by Friday so office can advertise
 - Need bucket trucks, lifts, (lots of dead Ash trees), wood splitter to cut firewood
- Willing to be Advanced Training Tree Worker Domain Instructor for when Norm steps down within the next year or so
 - Needs to be certified and shadow Norm

- Will see if committee is needed
- Add Trainers to 2023 Strategic Plan Budget

Industrial Director 2023: Bill Black

- Contacting Steve Johnson about sponsoring the Demo Tree for Annual Conference
- Bill Black And Stephanie Adams set up a rotation schedule to man the Riker Mount tables at Annual Conference
 - They will create a 20 question Quiz for CEU's at the Riker Mount Table

Municipal Director 2022: Eric Hendrickson

- Working on finding speakers for October-December NEMF Meetings
 - Eric's call on a November meeting since it is right after the conference
 - Bill Black is willing to be a speaker – Eric will reach out
 - Stephanie Adams is willing to speak on oak decline – Eric will reach out

Municipal Director 2023: Joe Hansen

- Suggest looking into getting IAA Business cards made to hand out with a QR code to website with IAA logo and a few important bullet points
- Municipal Sector was well represented in a career video
- Finding Speakers for NEMF Meetings

Research Director 2023: Stephanie Adams

- Suggests having a Plant Health Care Corner with tools used in the industry to see how they work this year or next
 - possibly have a quiz to offer CEU's
- Contact Diane Plewe about hosting an Illinois Plant Clinic Booth at Annual Conference
 - Adjacent to Riker Mounts

Utility Director 2023: Matt Millette

- Next week is UAA Trees & Utilities Conference very big conference in the utility world
 - make connections to partner with UAA to build a curriculum for utility certification
- Oak Decline is a big issue right now
 - Especially those around power lines
 - Need to learn more about plant health care and preventative measures

Appointed Committees

Tree Fund: Mike Priller

- The good news is that the Tour des Trees is back to pre-pandemic participation. They have 72 riders registered to pedal through Iowa in a couple of weeks, and another 22 virtual participants
- The not-so-good news is that the fundraising for the tour is lagging, with that being said Russell King asked that chapters lend a hand and help try to raise fund or donate to the tour.
- Here is the link <https://tour-des-trees-2022.blackbaud-sites.com/>
- Treefund welcomes a new Liaison from the Western Chapter --- John Leffingwell
- Treefund established a new committee: Development and Communications Committee. The purpose to develop ways to communicate more effectively with sponsors, liaisons and chapters. More information as it becomes available.
- Treefund is now holding monthly meetings with the ISA CEO and the TCIA President in ways of finding better ways to work together.
- Treefund is now collaborating with Fidelity Investments to hold future endowment funds; signs of positive returns are promising.

- December 8 and 9 will be Liaison Meeting at ISA in Atlanta. Treefund will pay for all meals and lodging, Chapter would be responsible for travel expenses.
- Finally, the New York Chapter was tasked with adding an Auction to benefit the Treefund. We should be good because we do our raffle at our annual conference.
- If IAA wants Russell King to speak at any board meeting, he can do 5–10 minute presentations. If we are interested in this let me know and I will set it up.

New Business:

- Eric or Joe reaching out to new director of Society of Municipal Arborists
- Look into a grant or a day of service for green barriers through trees to cut air pollution – Michelle Catania Study
- Move Awards to between the morning General Sessions. Have 1st session then Awards then 2nd session then break

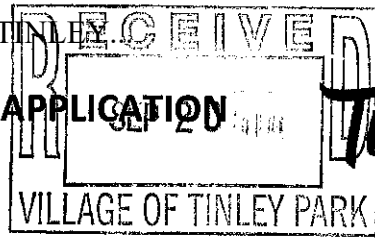
Motion to adjourn the meeting: 12:14 by Tony Dati

-Seconded by Beau Nagan

-All in favor

-None Opposed

RAFFLE LICENSE APPLICATION



Date: 09/16/2022

1. Organization name: St George School

2. Organization address: 6700 176th St. Tinley Park, IL 60477

3. Mailing address if different from above:

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

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

5. How long has the organization been in existence: 73 years

6. Place and date of incorporation: Tinley Park

7. Number of members in good standing: All

8. President/chairperson: Joe Partacz

Address: [Redacted]

Phone: [Redacted] Email: [Redacted]

9. Raffle manager: Jennifer Pierson

Address: [Redacted]

Phone: [Redacted] Email: [Redacted]

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

Name:

Address: Phone:

Name:

Address: Phone:

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

- By regular U.S. mail to the organization mailing address
By electronic mail, please provide email address:

12. Date(s) for raffle ticket sales (include days of the week): 12/5/2022-5/6/2023

- 13. Location of ticket sales: St. George Church and school -
- 14. Name and address of location for determining winners:
St. George School - 6700 176th St. Tinley Park, IL 60477
- 15. Date(s) for determining winners (include days of the week):
Saturday May 6th 2023
- 16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 19,500
- 17. Maximum retail value of each prize: \$ 10,000
- 18. Maximum price charged of each ticket (chance) sold: \$ 20.00
- 19. Is this a queen of hearts raffle? No Yes
- 20. § 132.38 Fidelity Bond Required

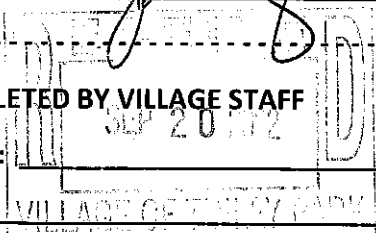
All operations of and the conduct of raffles as provided for in this subchapter shall be under the supervision of a single manager designated by the organization. Such manager shall give a Fidelity bond in the sum of \$165,000 or two times the aggregate value of prizes, whichever is less, in favor of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

Fidelity bond Waiver of bond statement by organization

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

Name of Organization: St. George School Board

Executive Director: 



TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE



September 16, 2022

To Whom it may concern,

We as a St. George School Board committee have agreed there is no need for an Indemnity Bond for our Strike-It-Rich raffle as the funds that are collected do not leave the school premises after collection until they are taken to the bank. If there is any question or need you can contact Jennifer Justin-Pierson Strike- It- Rich coordinator at 708-277-4427 or Joseph Partacz School Board President 847-946-9373.

Jennifer Justin-Pierson

Joseph Partacz

vchlist
09/22/2022 3:55:25PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : ap py

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
126399	9/23/2022	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000252338741		HEALTH INS-SEPT PMT/OCT - DEC 86-00-000-20430	530.78	
					Total :	530.78	
126400	9/23/2022	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000252347757		HEALTH INS- SEPT PMT/OCT - DEC 86-00-000-20430	439.23	
					Total :	439.23	
126401	9/23/2022	002613 UNITED HEALTHCARE AARP	AARP -PPPR100122		AARP POLICE PENSION SEPT PMT 86-00-000-20430	2,937.70	
					Total :	2,937.70	
3 Vouchers for bank code : ap_py						Bank total :	3,907.71

vchlist
09/22/2022 3:55:25PM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
198928	9/23/2022	013035 ADVANCE AUTO PARTS	6717225275880		BRAKE PADS, PAINTED ROTOR - # 64-00-000-72540 60-00-000-72540 63-00-000-72540	88.31 154.55 51.53 Total : 294.39
198929	9/23/2022	016333 ALBA, DOUGLAS	091622		REIMB: LODGING, MEALS - STATE 01-17-205-72170	140.99 Total : 140.99
198930	9/23/2022	002628 AMERICAN WATER	4000243225		SEPT '22 FLAT MONTHLY FEE 64-00-000-73225	455.67 Total : 455.67
198931	9/23/2022	002470 AMPEST EXTERMINATION LLC	95442		REMOVE HORNETS NEST FROM T 01-26-023-72790	175.00 Total : 175.00
198932	9/23/2022	016864 ANTHEM BLUE CROSS BLUE SHIELD	AP000252338741		HEALTH INS EXPENSE-SEPT PMT/(01-14-000-72435	530.77 Total : 530.77
198933	9/23/2022	016864 ANTHEM BLUE CROSS BLUE SHIELD	AP000252347757		HEALTH INS EXPENSE-SEPT PMT/(01-14-000-72435	439.23 Total : 439.23
198934	9/23/2022	002756 APCO INTERNATIONAL INC.	919189	VTP-019454	APCO EMD CERTIFICATION 01-21-210-72140	419.00 Total : 419.00
198935	9/23/2022	018219 AXON ENTERPRISE, INC.	INUS096463	VTP-019459	LICENSE RENEWAL 01-17-220-72655	995.00 Total : 995.00
198936	9/23/2022	002974 BETTENHAUSEN CONSTRUCTION SERV	220105		REMOVAL OF SPOILS,ETC FROM F 01-26-023-72890 60-00-000-73681 63-00-000-73681	187.50 275.63 30.63

vchlist
09/22/2022 3:55:25PM

Voucher List
Village of Tinley Park

Page: 3

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
198936	9/23/2022	002974	BETTENHAUSEN CONSTRUCTION SER\ (Continued)		64-00-000-73681	131.24
					Total :	625.00
198937	9/23/2022	020603	BILL FIGEL PUBLIC RELATION LLC	002	PR ACTIVITIES JULY'22	1,500.00
				003	01-14-000-72790	1,500.00
					PR ACTIVITIES AUGUST'22	1,500.00
					01-14-000-72790	1,500.00
					Total :	3,000.00
198938	9/23/2022	002923	BLACK DIRT INC.	2378	ADDITIONAL DIRT FOR LAWN RES'	360.00
				2417	01-26-023-73680	360.00
					ADDITIONAL DIRT FOR LAWN RES'	360.00
					01-26-023-73680	360.00
					Total :	720.00
198939	9/23/2022	002960	BRANIFF COMMUNICATIONS, INC	0034281	ANNUAL PREVENTATIVE MAINTEN.	7,760.00
					01-21-000-72575	7,760.00
					Total :	7,760.00
198940	9/23/2022	003396	CASE LOTS INC	13584	URINAL SCREENS, TOILET PAPER	475.35
					01-26-025-73580	475.35
					Total :	475.35
198941	9/23/2022	003243	CDW GOVERNMENT INC	CM40100	REPLACEMENT LS700 BATT CART	52.11
				CQ66849	01-16-000-74128	1,229.06
					NETWORK CARD	1,229.06
					01-16-000-74128	1,229.06
				CT02930	MONITORS	2,331.28
					01-16-000-74128	2,331.28
					Total :	3,612.45
198942	9/23/2022	003229	CED/EFENGEE	1028-1147632	PHOTO SENSOR	174.00
					01-26-024-73570	174.00
					Total :	174.00
198943	9/23/2022	013498	CELLEBRITE USA	Q-264389-2	ADVANCED SMARTPHONE ANALYS	5,990.00
					01-17-225-72140	5,990.00
				VTP-019460		5,990.00

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198943	9/23/2022	013498	013498 CELLEBRITE USA		(Continued)	Total : 5,990.00
198944	9/23/2022	015199	CHICAGO PARTS & SOUND LLC		VERN REPLACE HEADLINER - #8D	
			2J0003817		01-17-205-72540	300.00
			2J0003820	VTP-018482	EMERGENCY EQUIPMENT FOR (9)	12,259.00
			3-0051728		30-00-000-74220	
					OE STYLE OIL FILTER - NEW BLAZ	
					60-00-000-72540	5.80
					63-00-000-72540	1.93
					64-00-000-72540	3.31
					01-26-023-72540	11.04
			3-0051730		PRIME GUARD SYN	
					01-26-023-72540	35.94
					60-00-000-72540	18.87
					63-00-000-72540	6.29
					64-00-000-72540	10.78
			3-0051732		BLACK COIL BOOTS - WATER UNIT	
					60-00-000-72540	22.58
					63-00-000-72540	7.53
					64-00-000-72540	12.89
			3-0051764		MOTORBLOWER - RV #671 EMA	
					01-21-000-72540	128.54
					Total :	12,824.50
198945	9/23/2022	003137	CHRISTOPHER B.BURKE ENGINEERNG 177749		01.R160373.00031 183RD ST OVER	
					30-00-000-75801	1,810.00
					Total :	1,810.00
198946	9/23/2022	013820	CINTAS CORPORATION		MEDICINE CABINET - FIRE TRAININ	
			9189792535		01-26-025-73117	142.58
			9189800713		MEDICINE CABINET - PD	
					01-26-025-73117	239.16
			9189802598		MEDICINE CABINET - PW GARAGE	
					01-26-025-73117	253.97
			9189803558		MEDICINE CABINET - PUMP HOUSI	
					01-26-025-73117	41.88
			9189805254		MEDICINE CABINET - PUMP HOUSI	

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198946	9/23/2022	013820 CINTAS CORPORATION	(Continued)			
			9189807979		01-26-025-73117 MEDICINE CABINET - PUBLIC SAFE	46.39
					01-26-023-73117	222.68
					Total :	946.66
198947	9/23/2022	020527 CITY ESCAPE GARDEN & DESIGN	11197		MOWING AUGUST'22	
				VTP-019163	01-26-023-72881	33,557.86
					Total :	33,557.86
198948	9/23/2022	017298 COMCAST BUSINESS	930890410		ACCT 930890410 VILLAGE HALL FII	
					01-14-000-72125	982.95
					Total :	982.95
198949	9/23/2022	012057 COMCAST CABLE	8771401810296319		ACCT#8771401810296319 17355 68	
			8771401810316240		01-14-000-72125	240.85
					ACCT#8771401810316240 7850 183	
					01-17-205-72517	55.40
					Total :	296.25
198950	9/23/2022	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 VILLAGE RR 18	
			0385440022		01-26-025-72510	2,252.61
			0421064066		ACCT#0385440022 SS BROOKSIDE	
			0471006425		64-00-000-72510	370.46
			0637059039		ACCT#0421064066 LAPORTE RD &	
			2922039023		64-00-000-72510	89.39
			4803158058		ACCT#0471006425 19948 SILVERSI	
			4943163008		01-26-024-72510	51.30
			5437131000		ACCT#0637059039 7950 W TIMBER	
					64-00-000-72510	102.76
					ACCT#2922039023 9342 PARKWOC	
					01-26-024-72510	20.61
					ACCT#4803158058 RIDGEFIELD LN	
					64-00-000-72510	128.04
					ACCT#4943163008 7650 TIMBER DI	
					70-00-000-72510	21.30
					ACCT#5437131000 7980 W 183RD	

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198950	9/23/2022	013878	COMED - COMMONWEALTH EDISON		(Continued)	
			5983017013		01-26-025-72510	315.80
					ACCT#5983017013 19112 S 80TH A	
					63-00-000-72510	81.39
					Total :	3,433.66
198951	9/23/2022	018311	CONNECTION		73219632	
				VTP-019405	PORTABLE HARD DRIVE	
			73232046		01-17-225-73600	1,245.20
					IPHONE CHARGER KIT	
					01-16-000-74128	105.30
			73236252		IT HEADSETS	
					01-16-000-74128	187.56
					Total :	1,538.06
198952	9/23/2022	012410	CONSERV FS, INC.		66050775	
					BLANKET, STAPLES, CONSERV FS	
					60-00-000-73680	183.39
					63-00-000-73680	20.37
					64-00-000-73680	87.35
			66050777		CONSERV FS SUNNY PLATINUM C	
					60-00-000-73680	185.85
					63-00-000-73680	20.65
					64-00-000-73680	88.50
			66050865		STRAW BLANKET, STAPLES, CONE	
					60-00-000-73680	335.49
					63-00-000-73680	37.42
					64-00-000-73680	161.61
					Total :	1,120.63
198953	9/23/2022	018234	CORE & MAIN LP		R556031	
					SERV BOX TAPT 2"	
					60-00-000-73630	196.56
					63-00-000-73630	21.84
					64-00-000-73630	93.60
					Total :	312.00
198954	9/23/2022	003635	CROSSMARK PRINTING, INC		87684	
					FRAMING,ELECTRIC,INSULATION }	
					01-33-000-72310	686.00
			87686		INSPECTION LABEL	

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198954	9/23/2022	003635	CROSSMARK PRINTING, INC		(Continued)	
					01-33-000-72310	686.00
			87687		BUILDING,ELECTRIC & HVAC LABE	
					01-33-000-72310	686.00
			88280		BUSINESS CARDS - R. FIRLIT, A. S	
					01-12-000-73110	77.02
					Total :	2,135.02
198955	9/23/2022	016631	DAUKSAS-ROY, BRIDGET	091422	REIMB: IPSTA CONFERENCE 1023-	
					01-21-210-72170	322.05
					Total :	322.05
198956	9/23/2022	018456	DEL GALDO LAW GROUP, LLC	29464	LEGAL SVC 8/1-8/31/22	
					01-14-000-72850	14,201.25
					18-00-000-72850	696.25
					Total :	14,897.50
198957	9/23/2022	004009	EAGLE UNIFORM CO INC	INV-8874	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	307.50
			INV-9039	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	305.00
					Total :	612.50
198958	9/23/2022	017807	EMERGENCY VEHICLE SERVICE INC.	12062	E149 SVC BATTERY	
					01-19-000-72540	1,889.94
			12208		SVC E46	
					01-19-000-72540	615.49
			12209		UNIT E49 SVC	
					01-19-000-72540	443.20
					Total :	2,948.63
198959	9/23/2022	004119	ETP LABS INC.	22-136173	COLIFORM SAMPLES	
					60-00-000-72865	459.20
					63-00-000-72865	196.80
					Total :	656.00
198960	9/23/2022	004176	FEDEX (FEDERAL EXPRESS)	7-882-60883	ACCT#723591392 SHIPPING COST:	

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198960	9/23/2022	004176 FEDEX (FEDERAL EXPRESS)	(Continued)		01-13-000-72110	57.02
					Total :	57.02
198961	9/23/2022	012484 FERGUSON FACILITIES #3400	6837804		FLUE THERMISTOR 01-26-025-72520	50.90
					Total :	50.90
198962	9/23/2022	012941 FMP	52-521012		CONTROL ARM - #1R POLICE INTE 01-17-205-72540	113.00
			53-433786		CONTROL ARM - #1R POLICE 01-17-205-72540	113.00
					Total :	226.00
198963	9/23/2022	020526 FOX RIVER SYSTEMS INC	7444		PUMP 3 & 4 REPAIR	
				VTP-019366	60-00-000-72528	2,076.00
				VTP-019366	63-00-000-72528	2,076.00
			7445		PUMP 3 & 4 REPAIR	
				VTP-019366	60-00-000-72528	1,980.00
				VTP-019366	63-00-000-72528	1,980.00
			7449		PUMP 3 & 4 REPAIR	
				VTP-019366	60-00-000-72528	2,076.00
				VTP-019366	63-00-000-72528	2,076.00
			7450		PUMP 3 & 4 REPAIR	
				VTP-019366	60-00-000-72528	1,980.00
				VTP-019366	63-00-000-72528	1,980.00
					Total :	16,224.00
198964	9/23/2022	011611 FOX VALLEY FIRE & SAFETY CO.	IN00548346		RADIO INSTALLATION, TRANSCEIV 14-00-000-72800	1,009.00
					Total :	1,009.00
198965	9/23/2022	002877 G. W. BERKHEIMER CO., INC.	7156217		AIR FILTERS MUNICIPAL BUILDING 01-26-025-72520	93.36
			7157115		KEY PLEAT 01-26-025-72520	121.92
					Total :	215.28

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198966	9/23/2022	004538 GOLDY LOCKS INC	25424053		TUBULAR KEY - VENDING MACHIN 01-26-025-73840	50.00
					Total :	50.00
198967	9/23/2022	004438 GRAINGER	9447153413		SWITCHBOARD MAT 01-26-024-73870	240.89
					Total :	240.89
198968	9/23/2022	020675 GROUPE SHAREGATE INC	129265	VTP-019428	SHAREPOINT MIGRATION SOFTWA/ 01-16-000-72655	4,995.00
					Total :	4,995.00
198969	9/23/2022	020718 GRUMAN, ZACHARY	091522		REIMB: CDL PERMIT 01-26-023-72140	51.13
					Total :	51.13
198970	9/23/2022	014491 HANSEN DOOR INC.	11343		COMMERCIAL SERVICE RATE - LAI 01-26-025-72520	390.00
					Total :	390.00
198971	9/23/2022	017885 HARMON JR, MICHAEL	091922		REIMB: LODGING, MEALS -TACTIC. 01-17-220-72140	1,743.43
					Total :	1,743.43
198972	9/23/2022	019784 HEARTLAND BUSINESS SYSTEMS LLC	544617-H	VTP-019320	ONLINE SHAREPOINT SITE MIGRA 30-00-000-74159	231.25
			547238-H	VTP-019320	ONLINE SHAREPOINT SITE MIGRA 30-00-000-74159	786.25
					Total :	1,017.50
198973	9/23/2022	020422 HENEGHAN, KYLE	082222		REIMB: PER DIEM MEALS SEARCH 01-17-220-72140	15.00
					Total :	15.00
198974	9/23/2022	018696 HENRY'S HOUSE OF DECORATED	1108		THERMAL SWEATSHIRTS 01-19-000-73610	2,325.00
					Total :	2,325.00

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198975	9/23/2022	010238 HOME DEPOT CREDIT SERVICES	0755029		****2304 WB16600496 SHOCKWAVE 01-26-023-73410	54.96
					60-00-000-73410	34.63
					63-00-000-73410	3.85
					64-00-000-73410	16.49
			382590		****2304 MKE M18 BATTERY PACK 01-26-023-73410	124.50
					60-00-000-73410	78.44
					63-00-000-73410	8.72
					64-00-000-73410	37.34
					Total :	358.93
198976	9/23/2022	014777 HORBACZEWSKI, KEVIN	091922		PER DIEM:MEALS - ASSET FOREFE 01-17-220-72140	15.00
					Total :	15.00
198977	9/23/2022	005161 IL TACTICAL OFFICERS ASSN	03112		ITOA CONF 11/21-11/22/22 SGT. KE 01-17-205-72170	390.00
					Total :	390.00
198978	9/23/2022	019775 INTEGRAL CONSTRUCTION INC	004REV	VTP-018272	FREEDOM POND LANDSCAPE ENH 16-00-000-75315	14,451.00
					Total :	14,451.00
198979	9/23/2022	005379 KLEIN, THORPE & JENKINS, LTD	228147		5409-001 ADMIN HEARINGS THRU 01-14-000-72850	2,171.50
					Total :	2,171.50
198980	9/23/2022	013964 LAZZARA, ANGELO	091422		REIMB FIRST AID ONLINE COURSE 01-21-000-72140	15.00
					Total :	15.00
198981	9/23/2022	014846 LORENCE, BRUCE	100122		OCT'22 OPA TRAIN STATION MAINT 01-26-025-72530	30.00
					Total :	30.00
198982	9/23/2022	013969 MAP AUTOMOTIVE OF CHICAGO	40-683652		ELMNT ASY, FILTER - POLICE STO 01-17-205-72540	291.69

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198982	9/23/2022	013969	MAP AUTOMOTIVE OF CHICAGO (Continued) 40-684077		ELMNT ASY - STREET/WATER STO 60-00-000-72540 63-00-000-72540 64-00-000-72540 01-26-023-72540	32.81 10.94 18.75 62.51
Total :						416.70
198983	9/23/2022	020322	MASTER AUTO SUPPLY	15030-122143	BRAKE PADS, PAINTED ROTOR - # 01-26-023-72540	313.08
				15030-122145	TIE ROD END - #33 STREET 01-26-023-72540	101.61
				15030-122155	TIE ROD END - #68 RV STREET 01-26-023-72540	101.61
Total :						516.30
198984	9/23/2022	006074	MENARDS	26327	MOUSE GLUE, MOUSE TRAP, TURI 01-19-000-72524	75.76
				26389	MOUSE GLUE TRAP, RADIUS BEAM 01-19-000-72524	45.94
				26505	EMA GARAGE ITEMS 01-21-000-72530	48.28
				26576	EMA GARAGE ITEMS 01-21-000-72530	49.04
				26860	FANS, UPLIGHT, SPRAY PAINT, PAI 01-19-000-72524	88.86
					01-19-000-73540	47.97
				26912	STORAGE SHELF, FLASHING TAPE 01-17-220-73600	253.98
				26943	FANS, 25LB BAG OIL 01-19-000-73845	30.85
					01-19-000-72524	25.88
				27093	COMPOSITE SHIM, DRILLBIT SET - 01-26-025-73410	37.27
				27140	SELF DRILL, GREASE GUN - PUMP 63-00-000-73410	2.10
					64-00-000-73410	8.99

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198984	9/23/2022	006074 MENARDS	(Continued)		60-00-000-73840	5.97
					63-00-000-73840	1.99
					64-00-000-73840	3.42
					60-00-000-73410	18.89
			27399		POWER DRIVE, SCREW, RTD SHT	
					01-26-025-72520	80.42
			27460		AIRWICK OIL/WARMER, ALL PURP	
					01-26-025-73580	34.82
					60-00-000-73410	2.26
					63-00-000-73410	0.25
					64-00-000-73410	1.07
			27500		SEWER TEE, PRUNING BLADE	
					01-26-023-73410	16.17
			27523		STAIR EDGING, LAMINATE WOOD,	
					01-26-025-72520	104.35
			27550		GAMMA SEAL LID	
					01-26-023-73410	20.91
					Total :	1,005.44
198985	9/23/2022	012517 MERIDIAN IT INC	52740		REPAIR/TROUBLESHOOTING	
					01-16-000-72650	390.00
					Total :	390.00
198986	9/23/2022	019316 MINUTEMAN SECURITY	76767	VTP-019458	ANNUAL SUBSCRIPTION RENEWA	
					01-17-205-72655	14,555.68
					Total :	14,555.68
198987	9/23/2022	016256 MITTELMAN, JONATHAN	090922		PER DIEM:MEALS CIT CONFERENCE	
					01-17-205-72170	130.00
					Total :	130.00
198988	9/23/2022	020722 MO, KOANY	Ref001426609		UB Refund Cst #00503769	
					60-00-000-20599	16.01
					Total :	16.01
198989	9/23/2022	005856 MONROE TRUCK EQUIPMENT,INC.	338061		REPLACEMENT PTO ASSEMBLY FC	

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198989	9/23/2022	005856 MONROE TRUCK EQUIPMENT, INC.	(Continued)	VTP-019450	01-26-023-72540 01-26-023-72540	2,597.16 15.00 Total : 2,612.16
198990	9/23/2022	004518 MUNICIPAL EMERGENCY SERVICES	IN1761271		GAS PREV MAINT, SENSIT SENSOF 01-19-000-72552	455.20 Total : 455.20
198991	9/23/2022	015386 MUNICIPAL GIS PARTNERS, INC	6407		GIS STAFFING SERVICES AUG '22 01-16-000-72652 60-00-000-72652 63-00-000-72652 64-00-000-72652	8,926.95 5,623.98 624.89 2,678.07 Total : 17,853.89
198992	9/23/2022	015723 NICOR	33079168366 64423710009 81423710003		ACCT#33079168366 METER#43853 64-00-000-72511 ACCT#6443710009 METER 335839E 01-26-025-72511 ACCT#81423710003 METER 283161 01-26-025-72511	52.99 216.26 49.75 Total : 319.00
198993	9/23/2022	006178 NORMAN'S	70360		UNIFORM CLEANING FOR EMA 01-21-000-73610	61.65 Total : 61.65
198994	9/23/2022	006221 NORTHERN SAFETY CO. INC.	904935660		LEATHER DRIVERS GLOVES, THEF 60-00-000-73845 63-00-000-73845 64-00-000-73845 01-26-023-73845 01-26-024-73845	59.24 6.58 28.21 94.03 47.02 Total : 235.08
198995	9/23/2022	020444 OBERHOLZ, MICHAEL	091422		REIMB FOR FIRST AID ONLINE COI	

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198995	9/23/2022	020444 OBERHOLZ, MICHAEL	(Continued)		01-21-000-72140	15.00
					Total :	15.00
198996	9/23/2022	020716 ONE ACADIANA INC	090822		REIMB: AEDO SITE VISIT - AIRFAIR 01-33-320-73870	931.42
					Total :	931.42
198997	9/23/2022	010135 ONSITE COMMUNICATIONS USA, INC	52117		MOBILE RADIO BRACKET, MOUNT 01-26-023-72530	432.80
					Total :	432.80
198998	9/23/2022	006475 PARK ACE HARDWARE	068625/1		ACCT#89143 INV#068625/1 MADE 01-26-025-72520	56.79
			068745/1		ACCT#9404 INV#068745/1 EXCHAN 01-19-000-73540	39.98
			68780/1		ACCT#891431 INV#68780/1 FILTER 60-00-000-72528	8.95
					63-00-000-72528	8.96
					Total :	114.68
198999	9/23/2022	006499 PITNEY BOWES INC	1021485615		ACCT#0012198182 SLA TIER2-EQU 01-14-000-72750	227.40
					60-00-000-72750	227.40
					Total :	454.80
199000	9/23/2022	006780 POMP'S TIRE SERVICE, INC	410978180		(12) 245-55VR18 GOODYEAR RS- F 01-17-205-73560	1,819.64
			410980017	VTP-019438	(4) 225/70R19.5 FIRESSTONE TIRE 01-26-023-73560	969.72
				VTP-019447	Total :	2,789.36
199001	9/23/2022	018110 PROVEN BUSINESS PRODUCTS	950226		MONTHLY CONTRACT SVC AGREE 01-16-000-72756	306.66
					Total :	306.66
199002	9/23/2022	006361 RAY O' HERRON CO INC	2219683		POLO AND TPPD INVESTIGATOR S 01-17-220-73610	60.94

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199002	9/23/2022	006361 RAY O' HERRON CO INC	(Continued) 2220032		UNIFORM AND ACCESSORIES - VC 01-17-220-73610	1,139.09
			2220065		UNIFORM AND ACCESSORIES - GC 01-17-220-73610	1,384.68
			2220625		SHIRTS, COAT, CAP, HELMET, MA\$ 01-17-220-73610	326.18
			2221118	VTP-019462	POLICE VESTS 01-17-220-74618	4,809.99
			2221282		HELMET, GAS MASK, CAP, BATON, 01-17-220-73610	664.39
			2221283		UNIFORM - J. GOLDSMITH 01-17-220-73610	504.58
Total :						8,889.85
199003	9/23/2022	018820 RITTER, DANIEL	092022		REIMB: NEW HIRE BREAKFAST 01-33-000-72220	73.21
Total :						73.21
199004	9/23/2022	006922 RUBINO'S ITALIAN IMPORTS	193		CROSSING GUARD ORIENTATION : 01-17-205-72170	249.74
Total :						249.74
199005	9/23/2022	007629 SAM'S CLUB DIRECT	090922...		ICE, FORK, PAPER PLATE, BATTER 01-21-000-72220	14.52
					01-21-210-73110	131.23
					01-21-000-73610	107.48
			091522		HAND SOAP, ZIPLOCK BAGS, FG 4 01-17-205-73315	89.35
			092022		WATER 01-14-000-73115	23.92
					60-00-000-73110	9.04
					63-00-000-73110	1.00
					01-26-023-73110	14.35
					01-26-025-73580	23.96
					01-26-024-73110	7.18
					64-00-000-73110	4.31

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199005	9/23/2022	007629	007629 SAM'S CLUB DIRECT		(Continued)	Total : 426.34
199006	9/23/2022	007453	SERVICE SANITATION, INC.	8471623	RESTROOM - FIREMAN TRAINING 01-19-000-72750	197.50 Total : 197.50
199007	9/23/2022	020511	SIERRA ITS	1287 1290	IT STAFF J. DAVILA 8/21-9/3/22 01-16-000-72790 IT STAFF J. DAVILA 9/4-9/10/22 01-16-000-72790	3,666.31 1,440.00 Total : 5,106.31
199008	9/23/2022	007224	STANDARD EQUIPMENT COMPANY	P38838	STREET SWEEPER PARTS 01-26-023-72530	786.56 Total : 786.56
199009	9/23/2022	012238	STAPLES BUSINESS ADVANTAGE	3516474890 3516474891 3516474893 3516474893 3516474894 3517662256	PENS, STENO, FOLDER 01-14-000-73110 DESK DRAWER ORG, PENCIL CUP 01-17-205-73110 PENCIL CUP 01-17-205-73110 PENCIL CUP 01-17-205-73110 HP 80A, 3X5 MEMO BOOK, DRAWE 01-17-205-73110 STAPLER, SCISSORS, HIGHLIGHTE 01-17-205-73110	134.60 170.98 17.34 -17.34 264.47 148.08 Total : 718.13
199010	9/23/2022	011189	STAPLES CREDIT PLAN	3517258034 3517258035	DUSTER 01-17-205-73110 PENCIL CUP, BINDER CLIPS, BINDI 01-17-205-73110	10.67 47.50 Total : 58.17
199011	9/23/2022	005521	STEPHEN A. LASER ASSOCIATES	2007397	PUBLIC SAFETY POLICE OFFICER 01-41-040-72846	4,400.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199011	9/23/2022	005521	005521 STEPHEN A. LASER ASSOCIATES	(Continued)		Total : 4,400.00
199012	9/23/2022	019227	STREET COP TRAINING LLC	INV-001427	ILLINOIS CASE LAW THAT ALL COF 01-17-220-72140	175.00
				INV-001431	AUTO THEFT AND VEHICLE CRIME 01-17-220-72140	225.00
					Total :	400.00
199013	9/23/2022	007438	SUB TRAILER HITCH, INC.	090722	PINTLE COMBO, PLATE AND RING 01-17-205-72540	270.90
					Total :	270.90
199014	9/23/2022	018878	SUPERION LLC	356868	ONESOLUTION MCT LICENSE/DIGI 01-21-210-72655	540.00
				Q-104878	ONESOLUTION NEXTGEN 911 INTE 01-21-210-72655	2,309.02
					Total :	2,849.02
199015	9/23/2022	007297	SUTTON FORD INC./FLEET SALES	561732	LATCH - #68 STREET 01-26-023-72540	34.98
				561834	WIRE ASY - UNIT #51 WATER 60-00-000-72540	9.18
					63-00-000-72540	3.06
					64-00-000-72540	5.24
				561900	HANDLE ASSIST - #15A POLICE 01-17-205-72540	41.19
					Total :	93.65
199016	9/23/2022	017520	THE COP FIRE SHOP	208513	SHIRTS, COAT, VEST, HAT - CSO'S 01-17-220-73610	976.00
					Total :	976.00
199017	9/23/2022	007717	THIRD DISTRICT FIRE CHIEF ASSN	4968	MONTHLY LUNCHEON MEETING A 01-19-000-72170	20.00
					Total :	20.00
199018	9/23/2022	007777	THOMPSON ELEVATOR INSPECTION	22-2255	1 FULL MOD PERMIT INSPECTION 01-33-300-72853	75.00

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199018	9/23/2022	007777	007777 THOMPSON ELEVATOR INSPECTIO (Continued)			Total : 75.00
199019	9/23/2022	007955	TRAFFIC CONTROL & PROTECTION	112705	MANHOLE PROTECTION RINGS 01-26-023-73870	494.80
					Total :	494.80
199020	9/23/2022	014510	TRUGREEN	165458820	WEED CONTROL VH 9/8/22	
				VTP-019170	01-26-023-72881	90.00
				165461520	WEED CONTROL 183RD & PUMP S	
				VTP-019170	01-26-023-72881	180.00
				165507969	WEED CONTROL 76TH AVE MEDIA	
				VTP-019170	01-26-023-72881	250.00
					Total :	520.00
199021	9/23/2022	020714	TWENTER, DEVIN	091622	REPLACEMENT STICKER OVERPA'	
					06-00-000-79005	43.00
					Total :	43.00
199022	9/23/2022	008040	UNDERGROUND PIPE & VALVE CO	056777	MISC. PARTS - WATER MAIN REPAI	
				VTP-019453	60-00-000-73630	838.74
				VTP-019453	63-00-000-73630	93.19
				VTP-019453	64-00-000-73630	399.41
				VTP-019453	60-00-000-73630	598.50
				VTP-019453	63-00-000-73630	66.50
				VTP-019453	64-00-000-73630	285.00
				VTP-019453	60-00-000-73630	281.61
				VTP-019453	63-00-000-73630	31.29
				VTP-019453	64-00-000-73630	134.10
					Total :	2,728.34
199023	9/23/2022	002613	UNITED HEALTHCARE AARP	AARP-AP100122	SEPT 22 PYMT FOR OCT 22 COVEI	
					01-14-000-72435	2,137.03
				AARP-PPAP100122	AARP POLICE PENSION MONTH SI	
					01-14-000-72435	2,441.33
					Total :	4,578.36
199024	9/23/2022	007987	UNITED METHODIST CHURCH	100122	OCT'22 PARKING RENTAL	
					70-00-000-72621	1,200.00

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199024	9/23/2022	007987	007987 UNITED METHODIST CHURCH		(Continued)	Total : 1,200.00
199025	9/23/2022	008011	URBANSKI, JOHN	092022	REIMB: 4 METRA ONE WAY TICKET	
					60-00-000-72140	2.63
					63-00-000-72140	2.63
					64-00-000-72140	2.25
					01-26-023-72140	5.49
					Total :	13.00
199026	9/23/2022	008057	USA BLUE BOOK	103257	PAINT	
				VTP-019402	60-00-000-72513	117.12
				VTP-019402	63-00-000-72513	13.01
				VTP-019402	64-00-000-72513	55.77
					Total :	185.90
199027	9/23/2022	018809	VAN SCHOUWEN, VINCE	091222	LUNCH PER DIEM TRAINING 9/26-9	
					01-17-220-72140	1,102.80
					Total :	1,102.80
199028	9/23/2022	011416	VERIZON WIRELESS	9915748451	ACCT#280481333-00001 DATA SVC	
					11-00-000-72127	73.61
					01-11-000-72127	144.04
					01-12-000-72127	72.02
					01-13-000-72127	36.01
					01-15-000-72127	36.01
					01-16-000-72127	360.10
					01-17-220-72127	1,840.87
					01-17-205-72127	396.17
					01-19-020-72127	108.03
					01-21-210-72127	288.08
					01-26-023-72127	504.14
					01-26-025-72127	216.06
					01-33-000-72127	360.10
					01-35-000-72127	108.03
					60-00-000-72127	454.30
					63-00-000-72127	50.48
					64-00-000-72127	215.33

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199028	9/23/2022	011416	VERIZON WIRELESS		(Continued)	
					01-19-000-72127	1,641.10
			9915748452		ACCT 2804813333-00003 MOBILE S	
					01-26-024-72120	143.53
					01-26-025-72120	434.49
					01-33-000-72120	337.11
					01-35-000-72120	47.14
					60-00-000-72120	420.15
					63-00-000-72120	46.68
					64-00-000-72120	200.08
					01-11-000-72120	307.09
					01-12-000-72120	350.73
					01-13-000-72120	131.42
					01-14-000-72120	11.41
					01-15-000-72120	129.15
					01-16-000-72120	390.77
					01-17-205-72120	4,851.48
					01-19-000-72120	370.90
					01-19-020-72120	172.56
					01-21-000-72120	223.43
					01-26-023-72120	1,228.95
			9915749762		ACCT#285837077-00001 TELLULAR	
					01-17-205-72127	8.15
					Total :	16,709.70
199029	9/23/2022	006362	VILLAGE OF OAK LAWN	006362	IEPA BOOSTER BOND REIMB L17-5	
					60-00-000-73221	23,878.71
				7968	IEPA HARKER BOND PAY REIMB L1	
					60-00-000-73221	97,466.93
					Total :	121,345.64
199030	9/23/2022	010165	WAREHOUSE DIRECT INC	5328684-0	CALENDAR	
					60-00-000-73110	4.65
					63-00-000-73110	0.52
					64-00-000-73110	2.21
					01-26-023-73110	7.38
					01-26-024-73110	3.70

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199030	9/23/2022	010165	010165 WAREHOUSE DIRECT INC	(Continued)		Total : 18.46
199031	9/23/2022	011055	WARREN OIL CO.	W1504001	N.L. GAS USED 8/31-9/13/22	
					01-17-205-73530	14,572.57
					01-19-000-73530	969.66
					01-19-020-73530	91.06
					01-21-000-73530	1,099.59
					60-00-000-73530	1,378.84
					63-00-000-73530	344.71
					64-00-000-73530	738.67
					01-26-023-73530	2,057.93
					01-26-024-73530	623.01
					01-33-300-73530	359.96
					01-12-000-73530	166.14
					01-14-000-73531	4,807.29
					14-00-000-73530	107.03
					01-42-000-73530	330.79
						Total : 27,647.25
199032	9/23/2022	018482	WATTS, JERRY	091422.	REIMB FOR EMA CAR #671 REPLA	
					01-21-000-72550	25.67
						Total : 25.67
105 Vouchers for bank code : apbank						Bank total : 396,057.83

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4203	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	192.53 36.67 98.23 Total : 327.43
4204	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	192.53 36.67 98.23 Total : 327.43
4205	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	201.34 Total : 201.34
4206	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 200211W025		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	7,218.19 Total : 7,218.19
4207	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 200211W025-1		CLAIM 200211W025 CLAIM DATE 5/ 01-14-000-72542	5,424.90 Total : 5,424.90
4208	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52 Total : 1,704.52
4209	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-1		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02 Total : 1,113.02
4210	9/20/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-IPMG 01-14-000-72542	50.58 Total : 50.58
8 Vouchers for bank code : ipmg						Bank total : 16,367.41

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Voucher List
Village of Tinley Park

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
116 Vouchers in this report					Total vouchers :	416,332.95

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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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
1126	9/22/2022	019213	RUNNING FOR KICKS	407568	RUNNING SHOES FOR FIREFIGHTI 36-00-000-73610	2,651.00
				407569	RUNNING SHOES FOR FIREFIGHTI 36-00-000-73610	2,714.00
				407570	RUNNING SHOES FOR FIREFIGHTI 36-00-000-73610	2,645.00
				407571	RUNNING SHOES FOR FIREFIGHTI 36-00-000-73610	1,976.65
Total :						9,986.65
1 Vouchers for bank code : ap_ff						Bank total : 9,986.65

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Voucher List
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Bank code : ap py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126402	9/30/2022	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-PPPR100122		A/C#271855-HEALTH INS-SEPT PM 86-00-000-20430	4,778.27
			HCSVCS-PR100122		A/C#271855-HEALTH INS-SEPT PM 86-00-000-20430	9,647.70
Total :						14,425.97
1 Vouchers for bank code : ap_py						Bank total : 14,425.97

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
92122	9/21/2022	013707 CHICAGO TITLE & TRUST	092122		PURCHASE OF PROPERTY AT 6825 18-00-000-75906	67,339.00
					Total :	67,339.00
199035	9/30/2022	013702 AT & T	1215492701		ACCT#8310011782085 VILL OF TP L 01-11-000-72120 01-12-000-72120 01-14-000-72120 01-15-000-72120 01-16-000-72120 01-17-205-72120 01-19-000-72120 01-21-000-72120 01-26-023-72120 01-26-024-72120 01-26-025-72120 01-33-000-72120 01-35-000-72120 01-42-000-72120 60-00-000-72120 63-00-000-72120 64-00-000-72120	120.52 120.52 120.52 120.52 120.52 120.52 120.52 120.52 120.52 120.52 120.52 120.52 120.52 120.52 77.09 8.51 36.74
					Total :	1,809.62
199036	9/30/2022	012659 ADVANCE AUTO PARTS	6717226582356		BRAKE PADS, PAINTED ROTOR - S 01-26-023-72540	159.87
					Total :	159.87
199037	9/30/2022	013035 ADVANCE AUTO PARTS	6717226582311		BRAKE PADS, PAINTED ROTOR - P 01-17-205-72540	209.92
					Total :	209.92
199038	9/30/2022	010953 BATTERIES PLUS - 277	P55213635 P55362183		12V BATTERIES 01-19-000-73410 12V LEAD BATTERIES - POST 7 01-26-025-72520	163.80 45.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
199038	9/30/2022	010953	010953 BATTERIES PLUS - 277		(Continued)	Total : 208.80
199039	9/30/2022	010207	BISHOP, BRYAN	092622	REIM: GAS IATAI CONFERENCE 9/2 01-17-205-72170	57.00 Total : 57.00
199040	9/30/2022	002923	BLACK DIRT INC.	2465	LOCKPORT - PULVERIZED 4WHEEL 60-00-000-73680 63-00-000-73680 64-00-000-73680	151.20 16.80 72.00 Total : 240.00
199041	9/30/2022	012907	BORROWDALE, RUSSELL	092822	REIM: LODGING AND MEALS COMI 01-17-220-72140	384.75 Total : 384.75
199042	9/30/2022	003504	C & M PIPE & SUPPLY CO., INC	17572	48X10IN FLAT TOP T&G 01-26-023-73790	334.00 Total : 334.00
199043	9/30/2022	003594	CARTEGRAPH SYSTEMS LLC	INV1832	REPORT TRAINING VTP-019464 60-00-000-72140 VTP-019464 63-00-000-72140 VTP-019464 64-00-000-72140 VTP-019464 01-26-023-72140 VTP-019464 01-26-024-72140 VTP-019464 01-26-025-72140	504.00 504.00 432.00 1,440.00 360.00 360.00 Total : 3,600.00
199044	9/30/2022	015199	CHICAGO PARTS & SOUND LLC	2J0003836	VTP-018482 EMERGENCY EQUIPMENT FOR (9) 30-00-000-74220	10,865.00 Total : 10,865.00
199045	9/30/2022	013820	CINTAS CORPORATION	5118866832	MEDICINE CABINET - PD SHOOTIN 01-26-025-73117	160.01 Total : 160.01
199046	9/30/2022	020527	CITY ESCAPE GARDEN & DESIGN	11253	PUBLIC WORKS AND IMPOUND LC	

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199046	9/30/2022	020527 CITY ESCAPE GARDEN & DESIGN	(Continued)			
			11254	VTP-019487	01-26-025-72881	900.00
				VTP-019487	PUBLIC WORKS AND IMPOUND LC	
					01-26-025-72881	2,065.00
					Total :	2,965.00
199047	9/30/2022	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173	
					01-19-000-72517	53.98
					Total :	53.98
199048	9/30/2022	013892 COMED	6771163052		ACCT#6771163052 TRAFFIC SIGNA	
					01-26-024-72510	1,411.49
					Total :	1,411.49
199049	9/30/2022	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 17529 66TH AVE	
			0052035006		01-26-024-72510	36.47
			0369095018		ACCT#0052035006 6720 SOUTH ST	
					01-26-025-72510	1,383.55
			0519019106		ACCT#0369095018 6761 NORTH ST	
					01-26-024-72510	114.39
			0522112018		ACCT#0519019106 6750 SOUTH ST	
					12-00-000-72510	7.65
			1222218001		ACCT#0522112018 17048 OPA 8/19-	
					01-26-024-72510	23.64
			1224165129		ACCT#1222218001 1 E OPA NORTH	
					70-00-000-72510	180.61
			2587063010		ACCT#1224165129 7053 W 183RD S	
					01-26-024-72510	74.61
			2761036017		ACCT#2587063010 17311 OPA 8/19-	
					12-00-000-72510	19.24
			3784064010		ACCT#2761036017 8317 AMBERLY	
					01-26-024-72510	58.00
			4329016037		ACCT#3784064010 16301 CENTRAL	
					60-00-000-72510	29.10
					63-00-000-72510	29.09
					ACCT#4329016037 17238 OPA 8/19-	
					12-00-000-72510	23.64

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199049	9/30/2022	013878	COMED - COMMONWEALTH EDISON			
			(Continued)			
			6483053261		ACCT#6483053261 17495 S LAGRA 01-26-023-72510	60.68
			7063131025		ACCT#7063131025 7813 174TH ST ; 64-00-000-72510	32.27
			7090006006		ACCT#7090006006 17231 OPA 8/19- 12-00-000-72510	19.24
			7398024011		ACCT#7398024011 7000 W 183RD S 01-26-024-72510	69.75
					Total :	2,161.93
199050	9/30/2022	018311	CONNECTION			
			73245835		INK CARTRIDGE	
					60-00-000-73110	19.73
					63-00-000-73110	2.19
					64-00-000-73110	9.40
					01-26-023-73110	31.32
					01-26-024-73110	15.67
					Total :	78.31
199051	9/30/2022	012410	CONSERV FS, INC.			
			66050919		CONSERV FS SUNNY PLATINUM C 01-26-023-73680	295.00
					Total :	295.00
199052	9/30/2022	003233	COOPER SERVICE INC.			
			091570		WHEEL ALIGNMENT - #68 STREET 01-26-023-72540	180.25
			091602		WHEEL ALIGNMENT - #33 STREET 60-00-000-72540	94.63
					63-00-000-72540	31.54
					64-00-000-72540	54.08
					Total :	360.50
199053	9/30/2022	018234	CORE & MAIN LP			
			R575199		1/4 X 9 SCREW VB RISER 60-00-000-73630	62.90
					63-00-000-73630	6.99
					64-00-000-73630	29.95
			R576938		1/4 VB LIB M/WATER USA 60-00-000-73630	67.99

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199053	9/30/2022	018234 CORE & MAIN LP	(Continued)		63-00-000-73630	7.55
					64-00-000-73630	32.38
					Total :	207.76
199054	9/30/2022	018456 DEL GALDO LAW GROUP, LLC	29325		LEGAL SVC 7/1-7/31/22	
					01-14-000-72850	1,591.25
					Total :	1,591.25
199055	9/30/2022	018743 DON'S WORLD OF SPORTS INC.	50533		SEW LOGO ON CUSTOM GARMEN	
					01-19-020-73610	16.00
					Total :	16.00
199056	9/30/2022	004009 EAGLE UNIFORM CO INC	INV-10118	VTP-019457	INSPECTOR UNIFORM ITEMS HOO	
					01-19-020-73610	90.00
					01-19-020-73610	210.00
			INV-10165		CITIZENS PATCH	
					01-19-020-73605	468.00
			INV-9604	VTP-019341	PREVENTION UNIFORM FOR MARI	
					01-19-020-73610	220.50
					01-19-020-73610	75.25
			INV-9638	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	240.75
			INV-9664	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	345.00
			INV-9709	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	350.00
			INV-9713	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	39.00
			INV-9718	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	298.00
			INV-9899	VTP-019131	FIRE MEMBER UNIFORMS (CLASS	
					01-19-000-73610	342.00
			INV-9906	VTP-019457	INSPECTOR UNIFORM ITEMS HOO	
					01-19-020-73610	251.00
					01-19-020-73610	99.00

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199056	9/30/2022	004009	004009 EAGLE UNIFORM CO INC		(Continued)	Total : 3,028.50
199057	9/30/2022	011176	ELEMENT GRAPHICS & DESIGN, INC	19951	PD UNIT 3R GRAPHIC WRAP 01-17-205-72540	75.89 Total : 75.89
199058	9/30/2022	017807	EMERGENCY VEHICLE SERVICE INC.	12115	E47 SVC BATTERY 01-19-000-72540	1,833.36 Total : 1,833.36
199059	9/30/2022	004019	EVON'S TROPHIES & AWARDS	042222	NAME PLATES 01-41-056-72310	21.00
				052322	3 SHIRTS EMB - TPPD 01-17-205-73610	45.00
				081522	RIBBONS FOR POSTER CONTEST 01-19-020-73605	226.20
				082422.	MOUNT FIRE SHIELD 01-19-000-72524	418.00
				090922	NAME BADGES - FIRLIT, SCHRECK 01-12-000-73110	23.00
					01-41-045-72310	11.50
				090922.	CROSSING GUARD JACKET EMB 01-17-220-73610	40.00 Total : 784.70
199060	9/30/2022	018480	FARNSWORTH GROUP	236524	0170121.31 VTP CHIPOTLE #31 THI 28-00-000-72790	825.00
				236531	0170121.33 VOTP BRADY GILL FUN 01-33-310-72847	495.00
				236532	0170121.34 VOTP GAS N WASH #3 01-33-310-72847	1,320.00 Total : 2,640.00
199061	9/30/2022	020728	FELL, LYNN	092822	REIM: MEALS PROPER LOCKUP PF 01-17-205-72140	80.44 Total : 80.44
199062	9/30/2022	020730	FIXIN TO SELL INC	092722	DOUBLE PAYMENT FOR CONTRAC	

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199062	9/30/2022	020730 FIXIN TO SELL INC	(Continued)		01-14-000-79010	50.00
					Total :	50.00
199063	9/30/2022	002877 G. W. BERKHEIMER CO., INC.	7161154		STD4 MERV 8 PLEATED - 80TH FILT 01-26-025-72520	84.06
					Total :	84.06
199064	9/30/2022	015941 GAWRON, SEAN P	092722		REIMB: LODGING & MEALS CELLEI 01-17-225-72140	867.59
					Total :	867.59
199065	9/30/2022	004438 GRAINGER	9450961413		SHOCK-ABSORBING LANYARD 60-00-000-73845 63-00-000-73845 64-00-000-73845	472.53 52.50 225.01
					Total :	750.04
199066	9/30/2022	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-AP100122		A/C#271855-HEALTH INS EXPENSE 01-11-000-72430 01-12-000-72430 01-13-000-72430 01-15-000-72430 01-16-000-72430 01-17-205-72430 01-17-215-72430 01-17-217-72430 01-17-220-72430 01-17-225-72430 01-19-000-72430 01-19-020-72430 01-21-000-72430 01-21-210-72430 01-26-023-72430 01-26-024-72430 01-26-025-72430 01-33-300-72430	1,744.29 12,620.71 7,018.72 9,447.66 7,141.81 38,705.91 1,381.44 2,698.76 109,834.94 14,317.43 8,301.12 7,448.58 1,817.69 25,670.63 56,044.31 6,149.45 6,602.47 14,468.67

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199066	9/30/2022	004640 HEALTHCARE SERVICE CORPORATION (Continued)			01-33-310-72430	4,157.84
					01-33-320-72430	1,817.69
					01-35-000-72430	3,342.84
					11-00-000-72430	8,985.33
					60-00-000-72430	36,944.90
					01-14-000-72435	15,445.33
					01-14-000-72430	25,899.09
			HCSVCS-PPAP100122		A/C#271855-HEALTH INS EXP-SEP	
					01-14-000-72435	54,823.31
					Total :	482,830.92
199067	9/30/2022	012281 HINCKLEY SPRINGS	5977593090322		ACCT#32542175977593 SEPT'22 W.	
					01-21-210-73110	173.80
					Total :	173.80
199068	9/30/2022	010238 HOME DEPOT CREDIT SERVICES	4843150		****2304 7 PIECE ELECTRICIANS TO	
					01-26-024-73410	35.69
			H1906-186023		****2304 BAND SAW REPLACEMENT	
				VTP-019433	01-19-000-73870	778.00
					Total :	813.69
199069	9/30/2022	001487 HOMEWOOD DISPOSAL SERVICE	8004501		HWD TSF GARBAGE TONS TKT#10	
					01-26-023-72890	7,634.25
					Total :	7,634.25
199070	9/30/2022	014777 HORBACZEWSKI, KEVIN	092722		REIMB: LODGING & MEALS CELLEI	
					01-17-225-72140	867.59
					Total :	867.59
199071	9/30/2022	019775 INTEGRAL CONSTRUCTION INC	001		19-2783.02 POLICE DEPARTMENT S	
				VTP-019477	30-00-000-75115	76,309.00
					Total :	76,309.00
199072	9/30/2022	005025 INTERNATIONAL CODE COUNCIL INC	1001560172		PLAN REVIEW / INTERP FEE'S - 16	
					01-33-300-72844	550.00
					Total :	550.00

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199073	9/30/2022	004875 IRMA	SALES0020283		JUNE '22 DEDUCTIBLE 01-14-000-72541	23,584.85
			SALES0020361		70-00-000-72541 JULY '22 DEDUCTIBLE 70-00-000-72541	1,360.00 2,200.00
Total :						27,144.85
199074	9/30/2022	005251 J AND R SALES AND SERVICE INC.	0351481		HEARING PROTECTOR 60-00-000-73845	19.39
					63-00-000-73845 64-00-000-73845 01-26-024-73845 01-26-023-73845	2.15 9.23 15.38 30.77
Total :						76.92
199075	9/30/2022	011466 JEWEL OSCO	092322		****0413 SODA FD PICNIC 01-19-020-72220	54.94
Total :						54.94
199076	9/30/2022	006948 JOE RIZZA FORD OF ORLAND PARK	670997		SENSOR REPAIRS - PD #2B 01-17-205-72540	281.50
Total :						281.50
199077	9/30/2022	005222 LEE JENSEN SALES CO., INC.	0018142-00	VTP-019399	LASER LEVEL & TRIPOD 01-26-023-73410	1,450.00
			0018176-00	VTP-019399	01-26-023-73410 LASER LEVEL & TRIPOD 01-26-023-73410	25.00 115.00
Total :						1,590.00
199078	9/30/2022	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20220831		REAL TIME PHONE SEARCHES, CC 01-17-225-72852	167.75
Total :						167.75
199079	9/30/2022	006559 LINDE GAS & EQUIPMENT INC	31420719		ACETYLENE, IND HIGH PRESSURE 60-00-000-73730 63-00-000-73730	47.68 47.68

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199079	9/30/2022	006559 LINDE GAS & EQUIPMENT INC	(Continued)		64-00-000-73730 01-26-023-73730 01-26-024-73730	40.87 136.24 68.14 Total : 340.61
199080	9/30/2022	020725 MANZELLA, DOMINIC	092722		REIMB: MEALS CRISIS INTERVENT 01-17-220-72140	75.00 Total : 75.00
199081	9/30/2022	020518 MARIO'S EVENT RENTALS	DEPOSIT	VTP-019484	TENT AND CHAIR RENTAL VETERA 01-35-000-72954	859.86 Total : 859.86
199082	9/30/2022	020726 MC CULLOUGH, MICHAEL	092722		REIMB: MEALS CRISIS INTERVENT 01-17-220-72140	75.00 Total : 75.00
199083	9/30/2022	005844 MCDONALD'S	092222		AUG '22 PRISONER MEALS 01-17-220-72230	175.92 Total : 175.92
199084	9/30/2022	006074 MENARDS	27365		SPRING SNAP, PESTER TWIST 01-26-024-73570	43.93 Total : 43.93
199085	9/30/2022	020719 MERRILL, LISA	091422..		REIMB: CPR/AED ONLINE COURSE 01-21-000-72140	15.00 Total : 15.00
199086	9/30/2022	015100 MIDAMERICAN TECHNOLOGY, INC.	16398		DEPTH CALIBRATION, LEFT/RIGHT 60-00-000-72530 63-00-000-72530 64-00-000-72530 60-00-000-72530 63-00-000-72530 64-00-000-72530	147.00 49.00 84.00 63.00 21.00 36.00

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199086	9/30/2022	015100	015100 MIDAMERICAN TECHNOLOGY, INC. (Continued)			Total : 400.00
199087	9/30/2022	005856	MONROE TRUCK EQUIPMENT, INC.	338109	PUMP INSTALL KIT, GASKET, SEAL 01-26-023-72540	33.42 Total : 33.42
199088	9/30/2022	010810	MUNICIPAL SERV. CONSULTING INC	TPCN-9-22HP VTP-019397	HARRIS PORTABLE RADIOS 30-00-000-74604	19,758.00 Total : 19,758.00
199089	9/30/2022	018596	MURMANN, VINCENT	092822	REIMB K-9 FOOD 01-17-220-72240	51.36 Total : 51.36
199090	9/30/2022	014443	MURPHY & MILLER, INC	SVC00039965 SVC00040036	SVC POST#10 PW GARAGE 01-26-025-72520 EMERGENCY SVC FIRE STATION # 01-26-025-72520	934.08 1,035.00 Total : 1,969.08
199091	9/30/2022	018727	MURPHY, JAMES	092822	REIM.EXP. CDL LICENSE 60-00-000-72860 63-00-000-72860 64-00-000-72860	32.21 10.74 18.40 Total : 61.35
199092	9/30/2022	008534	NAVAS, DINA	092222	REIM: NATIONAL NIGHT OUT EXPE 01-17-215-73600	43.66 Total : 43.66
199093	9/30/2022	015723	NICOR	90223493009	ACCT#90223493009 METER 508073 01-26-025-72511	109.80 Total : 109.80
199094	9/30/2022	012575	P & G KEENE ELECTRICAL	225884	MOTOR 38MT 12V - STREET STOCI 01-26-023-72540	376.00 Total : 376.00

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199095	9/30/2022	020724	PANASONIC CONNECT NORTH AMER	PLR3364903	BOTTOM CASE, SERIAL LAMINATE 01-16-000-72565	142.15
					Total :	142.15
199096	9/30/2022	006475	PARK ACE HARDWARE	68771/1	ACCT#9404 INV#68771/1 BLEACH,C 01-19-000-73580	481.89
					01-19-000-73585	428.28
					01-19-000-73870	72.61
					01-19-000-73410	44.97
			68828/1		ACCT#891431 INV#68828/1 PAINT S 60-00-000-73840	19.82
					63-00-000-73840	6.70
					64-00-000-73840	11.23
					Total :	1,065.50
199097	9/30/2022	020729	PERILLO, PATRICIA	092822	VEHICLE STICKER REFUND- DOUE 06-00-000-79005	45.00
					Total :	45.00
199098	9/30/2022	006598	PERSHA, DARREN	092722	REIMB: PIZZA ALTERNATE CROSSI 01-17-205-72170	63.86
					Total :	63.86
199099	9/30/2022	006780	POMP'S TIRE SERVICE, INC	690114294	VALVE STEM, ROAD SERVICE FLA1 01-19-000-72570	395.92
					Total :	395.92
199100	9/30/2022	013587	PROSHRED SECURITY	1046280	SHREDDING SERVICES - PD 9/21/2 01-17-205-72750	84.80
				990120702	SHREDDING SERVICES - VH 6/15/2 01-14-000-72790	54.50
					Total :	139.30
199101	9/30/2022	006361	RAY O' HERRON CO INC	2222322	UNIFORM AND ACCESSORIES - M. 01-17-220-73610	29.95
				2222323	UNIFORM AND ACCESSORIES - J. I 01-17-220-73610	42.35

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199101	9/30/2022	006361 RAY O' HERRON CO INC	(Continued) 2222351		PD POLO ORDER 01-17-220-73610	51.95
			2222968		UNIFORM - M. VOLD 01-17-220-73610	322.00
			2222969		SUPERSHIRT, CAP, HELMET - J. G 01-17-220-73610	336.59
					Total :	782.84
199102	9/30/2022	012095 RECORD A HIT INC	222121	VTP-019485	RIDES FOR HOLIDAY MARKET DEF 01-35-000-72954	3,128.75
					Total :	3,128.75
199103	9/30/2022	020720 RYBERG, DENNIS	091422		REIMB: CPR/AED ONLINE COURSE 01-21-000-72140	30.00
					Total :	30.00
199104	9/30/2022	007049 RYDIN	397886		2023 TEMPORARY HCHT 01-14-000-72310	247.28
					Total :	247.28
199105	9/30/2022	007629 SAM'S CLUB DIRECT	092122		COFFEE,PAPER TOWEL,PAPER TC 01-26-025-73580	275.86
					01-26-024-73115	31.15
					01-26-023-73115	62.30
					60-00-000-73115	21.81
					63-00-000-73115	21.81
					64-00-000-73115	18.69
			092722		ICE FOR SOFTBALL TOURNAMENT 01-12-000-72974	9.92
			092722.		VILLAGE SOFTBALL CONCESSION 01-12-000-72974	509.25
			092922		RETURN OF CONCESSION SUPPLI 01-12-000-72974	-103.77
					Total :	847.02
199106	9/30/2022	020550 SATHER, JOHN	092922		FARMERS MARKET MUSICIAN 10/8	

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09/29/2022 4:26:37PM

Voucher List
Village of Tinley Park

Page: 16

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199106	9/30/2022	020550 SATHER, JOHN	(Continued)		01-35-000-72923	125.00
					Total :	125.00
199107	9/30/2022	007092 SAUNORIS	701345	VTP-019338	SOD FOR LAWN RESTORATIONS	1,428.00
			701346		01-26-023-73680 VTP-019338 PALLET REFUND	-210.00
			701378		01-26-023-73680 VTP-019338 PALLET REFUND	-42.00
			701426		01-26-023-73680 VTP-019338 PALLET REFUND	-84.00
					Total :	1,092.00
199108	9/30/2022	019605 SCHMECKPEPER, JANET	092822		REIM: MEALS LOCKUP PROCEDUF 01-17-205-72140	80.44
					Total :	80.44
199109	9/30/2022	007442 SEECO CONSULTANTS, INC	19008	VTP-019476	CONCRETE TESTING 01-26-023-75200	802.00
					Total :	802.00
199110	9/30/2022	007453 SERVICE SANITATION, INC.	8377125	VTP-019208	FARMERS MARKET PORTA POTTIE 01-35-000-72923	410.00
			8377126	VTP-019208	FARMERS MARKET PORTA POTTIE 01-35-000-72923	410.00
					Total :	820.00
199111	9/30/2022	019209 SEWER ASSESSMENT SERVICES, LLC	090722	VTP-019467	SMOKE/DYE TESTING AND MANHC 64-00-000-73800	29,895.00
					Total :	29,895.00
199112	9/30/2022	015452 STEINER ELECTRIC COMPANY	S007217659.001		PULLTAPE, SAWZALL BLADE, SHRI 01-26-024-73570	499.99
			S007217674.001		ELECTRONIC W SILICON, PHOTOS 01-26-024-73570	454.75
			S007218656.001		STEEL LOCKNUT, .875-1 CONN - P	

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Voucher List
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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199112	9/30/2022	015452 STEINER ELECTRIC COMPANY	(Continued)			
			S007221182.001		01-26-024-73570 OFFSET RING	25.60
					01-26-024-73570	23.02
					Total :	1,003.36
199113	9/30/2022	018982 SWEENEY, KELLY	092722		REIMB K9 FOOD	
					01-17-220-72240	92.65
					Total :	92.65
199114	9/30/2022	017944 TARGET SOLUTIONS LEARNING LLC	INV50044		TARGET SOLUTIONS SUBSCRIPTIO	
				VTP-019155	01-19-000-72655	2,772.00
					Total :	2,772.00
199115	9/30/2022	018607 TELCOM INNOVATIONS GROUP, LLC	A59064		LABOR CHARGE FOR BILLABLE TI	
					01-26-025-72777	655.00
					Total :	655.00
199116	9/30/2022	007886 THEODORE POLYGRAPH SERVICE	7792		POLYGRAPH TEST - D. LOREK, N. I	
			7821		01-41-040-72846	600.00
					POLYGRAPH TEST - R. MELONE	
					01-41-040-72846	200.00
					Total :	800.00
199117	9/30/2022	007777 THOMPSON ELEVATOR INSPECTION	22-2324		1 FULL MOD PERMIT REINSPECTIO	
					01-33-300-72853	75.00
					Total :	75.00
199118	9/30/2022	012187 TOTAL AUTOMATION CONCEPTS, INC	W30075		SVC FIRE STATION #4	
					01-26-025-72520	240.30
					Total :	240.30
199119	9/30/2022	010653 TRINIDAD, HEATHER	092722		REIM: MEAL - INVESTIGATING INF/	
					01-17-220-72140	15.00
					Total :	15.00
199120	9/30/2022	007744 TRI-TECH FORENSICS	111422-416		FORENSICS TRAINING CLASS	
				VTP-019471	01-17-220-72140	498.00

vchlist
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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
199120	9/30/2022	007744 TRI-TECH FORENSICS	(Continued) 111422-417	VTP-019471	FORENSICS TRAINING CLASS 01-17-220-72140	498.00
			111422-418	VTP-019471	FORENSICS TRAINING CLASS 01-17-220-72140	498.00
			111422-419	VTP-019471	FORENSICS TRAINING CLASS 01-17-220-72140	498.00
Total :						1,992.00
199121	9/30/2022	014510 TRUGREEN	165611850	VTP-019170	WEED CONTROL 01-26-023-72881	150.00
			165612419	VTP-019170	WEED CONTROL 01-26-023-72881	75.00
			165613061	VTP-019170	WEED CONTROL 01-26-023-72881	75.00
			165614844	VTP-019170	WEED CONTROL 01-26-023-72881	75.00
			165615106	VTP-019170	WEED CONTROL 01-26-023-72881	150.00
			165616128	VTP-019170	WEED CONTROL 01-26-023-72881	75.00
			165616392	VTP-019170	WEED CONTROL 01-26-023-72881	75.00
			165617052	VTP-019170	WEED CONTROL 01-26-023-72881	75.00
			165617824	VTP-019170	WEED CONTROL 01-26-023-72881	300.00
			165618092	VTP-019170	WEED CONTROL 01-26-023-72881	75.00
			165619651	VTP-019170	WEED CONTROL 01-26-023-72881	300.00
			165999893	VTP-019170	WEED CONTROL VH 9/16/22 01-26-023-72881	90.00
Total :						1,515.00
199122	9/30/2022	004106 TYLER TECHNOLOGIES INC	045-387847		CLOCK REPAIR RMA88818 01-16-000-72565	225.00

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Voucher List
Village of Tinley Park

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
199122	9/30/2022	004106	004106 TYLER TECHNOLOGIES INC		(Continued)	Total : 225.00
199123	9/30/2022	011904	UPS		0000626634382	SHIPPING COSTS
						60-00-000-72110 21.13
						64-00-000-72110 9.05
						Total : 30.18
199124	9/30/2022	008142	VEGA, JOSE	092722		REIM: MEAL - INVESTIGATING INF/
						01-17-220-72140 15.00
						Total : 15.00
199125	9/30/2022	006429	VILLAGE OF ORLAND HILLS	092622		23RD IGA PAYMENT END 16TH YR, /
						01-97-000-79125 21,687.79
						Total : 21,687.79
199126	9/30/2022	018744	WALSH, MATTHEW	092922		REIM: PARK DISTRICT UMPIRE FOI
						01-12-000-72974 100.00
						Total : 100.00
199127	9/30/2022	010165	WAREHOUSE DIRECT INC			CONFERENCE ROOM FURNITURE
						01-26-025-74110 1,702.22
				VTP-019214		PAPER
						01-14-000-73110 267.65
						Total : 1,969.87
199128	9/30/2022	008342	WHOLESALE DIRECT, INC.	000259188		JACK, TUB, SWIV W/ FOOT - STRE
						01-26-023-72540 185.56
				000259189		PLOW GUIDE 48" PAIR
						01-26-023-72540 499.90
						Total : 685.46
199129	9/30/2022	014064	ZIEBELL WATER SERVICE PROD INC	259432-000		6'6' TCIW HYD STEM
						60-00-000-73632 182.00
						64-00-000-73632 78.00
						Total : 260.00
96 Vouchers for bank code : apbank						Bank total : 801,422.64

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Voucher List
Village of Tinley Park

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Bank code : ipmg

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
4211	9/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ENCOMPASS SPECIALTY NI 60-00-000-72542 63-00-000-72542 64-00-000-72542	216.31 41.20 110.37 Total : 367.88
4212	9/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	85.04 Total : 85.04
4213	9/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 201130W025		PAYEE-THERESE GRAY & CULLEN 01-14-000-72542	1.00 Total : 1.00
4214	9/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542	961.09 183.06 490.35 Total : 1,634.50
4 Vouchers for bank code : ipmg						Bank total : 2,088.42
102 Vouchers in this report						Total vouchers : 827,923.68

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09/29/2022 4:26:37PM

Voucher List
Village of Tinley Park

Bank code : ipmq

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

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

_____ Village President

_____ Village Clerk

_____ Date

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

ORDINANCE
NO. 2022-O-076

**AN ORDINANCE INCREASING THE NUMBER OF CLASS "A" LIQUOR
LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HOLIDAY INN
TINLEY PARK, LOCATED AT 18320 NORTH CREEK DRIVE)**

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

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

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. 2022-O-076**AN ORDINANCE INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HOLIDAY INN TINLEY PARK, LOCATED AT 18320 NORTH CREEK DRIVE)**

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

WHEREAS, pursuant to Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to increase one (1) additional Class “A” liquor license; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to increase the number of Class “A” licenses by one (1) authorized to be issued pursuant to this Ordinance; and

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

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

SECTION 2: : Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class “A” licenses that can be issued by the Village shall be and is hereby increased from eighteen (18) to nineteen (19) (this increase in the number of Class “A” liquor licenses reflects the availability of one additional Class “A” liquor license to be issued to Holiday Inn Tinley Park, located at 18320 North Creek Drive).

§ 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
A	18 <u>19</u>
AV	16
AV-1	8
B	16
C	0
CV	3
D	2
DV	3
E	8
EV	10
F	1
G	4
I	1
J	1
K	2
L	3
N	3
O	1
OV	1
P	0
Q	N/A
R	1
S	2
UV	1
UV-2	1

(B) No license shall be issued in excess of the above limitations.

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

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

PASSED THIS 4th day of October, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4th day of October, 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-076, “AN ORDINANCE INCREASING THE NUMBER OF CLASS “A” LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (HOLIDAY INN TINLEY PARK, LOCATED AT 18320 NORTH CREEK DRIVE)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.

 VILLAGE CLERK

To,
The Mayor Glotz's
Village of Tinley Park, IL

Subject: Letter of Intent to Get the Liquor license for our New Holiday Inn Hotel on 18320 North Creek Dr, Tinley Park IL

Respected Mayor,

I Chirag Patel and Harshil Patel partners in the SD Hospitality LLC would like to acquire the Liquor license for our brand-new Holiday Inn Hotel getting constructed on 18320 North Creek Dr, Tinley Park IL. Our hotel is going to have 108 total guest rooms, a meeting space approximately 1500 sq ft for small gatherings and events along with a quick service restaurant/bistro concept (a new design of IHG). This is going to be a full-service hotel and with a bar. I have attached the 3D rendering snapshot of the Bar and dining area for your reference.

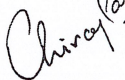
We are looking to apply the liquor license under Classification ____ for us to have the opportunity to service our guest and offer them a sit down in a nice environment for them to enjoy the acholic beverage with the food. The Guest staying within the hotel will have the capability to take the beverage with them to their rooms as well. We also intend to serve the Liquor at the Bar we will have stools to sit down and also to the dining area where the sit down is. The Bar/food service will also be an attraction for the public as well thereby generating additional Food and Beverage revenue.

To add we have also partnered with WNW Hospitality Management Company a professional Hotel Management company for managing the hotel and food & beverage, this will ensure the best practices are being implemented and premise is operated with highest level of professionalism.

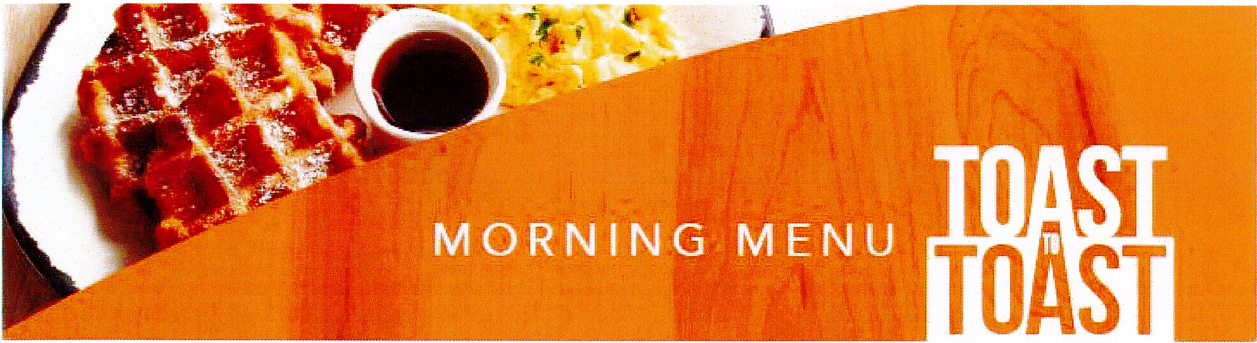
Your prompt response in this regard will be highly appreciated and looking forward to any questions or requirements that you may have.

Thank you

Best Regards



Chirag Patel
Partner
SD Hospitality LLC
Holiday Inn Tinley Park
18320 N Creek Dr
Tinley Park IL 60477



BIG BITES

Belgian Waffle Plate \$X.XX

Belgian Waffles (3) topped with powdered sugar; served with scrambled eggs* and choice of bacon or turkey sausage*

Biscuits & Gravy Plate \$X.XX

Buttermilk biscuits topped with sausage gravy; with scrambled eggs*, breakfast potatoes, choice of bacon or turkey sausage*

Pancake Plate \$X.XX

Pancakes with scrambled eggs* and choice of bacon or turkey sausage*

Indulgent Hash \$X.XX

Breakfast potatoes, cheddar jack cheese, scrambled eggs*, roasted mushrooms, peppers, and onions, toast, choice of carnitas, turkey sausage*, or bacon

Traditional Breakfast Plate \$X.XX

Scrambled eggs*, breakfast potatoes, choice of bacon or turkey sausage*, toast

Breakfast Burrito \$X.XX

Scrambled eggs*, breakfast potatoes, choice of bacon, turkey sausage*, or carnitas, cheddar jack cheese, served with salsa, choice of side

Egg White Wrap \$X.XX

Scrambled egg whites*, turkey sausage*, Swiss, roasted mushrooms, peppers, and onions, served with salsa, choice of side

Sunrise Sandwich \$X.XX

Buttermilk biscuit with eggs*, cheddar cheese, bacon or turkey sausage*, choice of side

Add avocado to any item +\$X.XX

SMALL BITES

Belgian Waffles \$X.XX

Belgian Waffles (2) topped with powdered sugar

Biscuits & Gravy \$X.XX

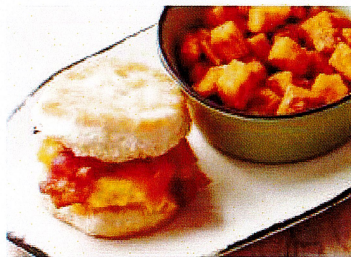
Buttermilk biscuits topped with sausage gravy

Avocado Toast \$X.XX

Smashed avocado, tomato, feta cheese served on wheat toast

Vanilla Yogurt Parfait \$X.XX

Creamy vanilla Greek yogurt topped with fresh berries and granola



COFFEE & ESPRESSO

Drip Coffee \$X.XX

Cappuccino \$X.XX

Latte \$X.XX

Espresso \$X.XX

Café Mocha \$X.XX

Hot Chocolate \$X.XX

Any drink above available with vanilla or mocha flavor



KIDS EAT FREE**

Includes choice of orange juice or milk \$X.XX

Scrambled Eggs*

with choice of bacon or turkey sausage* fruit

Waffles

with choice of bacon or turkey sausage*

Pancakes

with choice of bacon or turkey sausage*

Yogurt Parfait

**See menu for program details

A LA CARTE

Scrambled Eggs* (2) \$X.XX

Breakfast Potatoes \$X.XX

Bacon \$X.XX

Turkey Sausage* \$X.XX

White or Wheat Toast \$X.XX

Buttermilk Biscuit \$X.XX

Fresh Fruit Cup \$X.XX

BEVERAGES

Juices \$X.XX

Milk \$X.XX

We proudly serve

Coca-Cola® products \$X.XX

SIDES

Breakfast Potatoes

Fresh Fruit Cup

We proudly use all natural ingredients including nitrate-free bacon, grass-fed beef and cage free eggs.

*Cooked to order. Consuming raw or undercooked foods such as meat, poultry, fish, shellfish and eggs may increase your risk of foodborne illness.

6:00AM TO 10:00AM (MON-FRI)

6:00AM TO 11:00AM (SAT-SUN)



EVENING MENU

TOAST TOAST



BIG BITES

All sandwiches and wraps served with pickle spear

Caesar Salad \$X.XX

Add chicken +\$X.XX | Add shrimp +\$X.XX
Romaine, parmesan cheese, croutons, caesar dressing

Turkey Cobb Salad \$X.XX

Oven roasted turkey, crispy bacon, hard-boiled egg*, cucumber, tomato, feta, spring mix, blue cheese dressing

Southwest Salad \$X.XX

Grilled chicken, cheddar jack, spring mix, corn, black beans, tomato, jalapeños, salsa, ranch dressing

Turkey Club \$X.XX

Oven roasted turkey, bacon, Swiss, lettuce, tomato, mayonnaise on wheat toast, choice of side

Grilled Chicken Mushroom Melt \$X.XX

Grilled chicken breast, Swiss, mushrooms, spring mix, mayonnaise, served on toasted brioche bun, choice of side

BBQ Pulled Pork Sandwich \$X.XX

BBQ pulled pork, cole slaw, choice of side

Vegetarian Wrap \$X.XX

Roasted red pepper hummus, hard boiled egg*, mushrooms, feta cheese, spring mix, tomato, peppers, onions

All-American Burger \$X.XX

1/3 lb. fresh beef patty, bacon, cheddar cheese, lettuce, tomato, onion, mayonnaise, served on toasted brioche bun, choice of side

Loaded Macaroni & Cheese \$X.XX

Cheddar jack cheese, topped with choice of BBQ pulled pork or bacon | Sub shrimp +\$X.XX

Add avocado to any item +\$X.XX

SMALL BITES

Wings (6) \$X.XX

BBQ | Spicy Buffalo | Original

6 wings served with celery, carrots, choice of ranch or blue cheese

Hummus Plate \$X.XX

Roasted red pepper hummus topped with feta, served with toasted naan, celery, carrots, cucumbers

Chicken Quesadilla \$X.XX

Grilled chicken, roasted peppers & onions, cheddar jack cheese served with salsa and sour cream

Tacos \$X.XX

Grilled chicken, slaw, red onions, jalapeños, lime crema, served with salsa

Pepperoni Flatbread \$X.XX

Oven-baked flatbread with pepperoni, marinara, mozzarella & provolone cheese

Brussels Sprouts \$X.XX

Crispy Brussels sprouts tossed in soy ginger glaze, topped with red peppers, sesame seeds

SIDES

French Fries

Side Salad

Fresh Fruit Cup

BEVERAGES

Juices \$X.XX

Milk \$X.XX

We proudly serve

Coca-Cola® products \$X.XX

We proudly use all natural ingredients including nitrate-free bacon, grass-fed beef and cage free eggs.

*Cooked to order. Consuming raw or undercooked foods such as meat, poultry, fish, shellfish and eggs may increase your risk of foodborne illness.



SIGNATURE COCKTAILS

Tequila Old Fashioned \$X.XX

Moscow Mule \$X.XX

Maple Bourbon Smash \$X.XX

Spanish Rum Daiquiri \$X.XX

ASSORTED DRAFT/BOTTLE BEERS AND WINES AVAILABLE

See bar menu for details.



KIDS EAT FREE**

Includes choice of orange juice or milk \$X.XX

Grilled Cheese with fruit

Cheese Quesadilla with salsa and fruit

Chicken Tenders with BBQ sauce and fruit

Cheese Flatbread with fruit*

** See menu for program details

DESSERTS

Molten Chocolate Lava Cake \$X.XX

Pineapple Upside-Down Cake \$X.XX



PLAN COMMISSION STAFF REPORT

September 15, 2022 – Public Meeting

Siriann – Residential Subdivision

6523 Vogt Street “Island 1 Subdivision”

Petitioner

Ryan Siriann

Property Location

6523 Vogt Street

PIN

28-30-412-007-0000

Zoning

R-6, Medium Density
Residential

Approvals Sought

Plat Approval

Project Planner

Lori Kosmatka
Associate Planner



EXECUTIVE SUMMARY

The property owner, Ryan Siriann, proposes to subdivide one lot into two lots. The owner currently intends to keep the existing residence at 6523 Vogt Street on Proposed Lot 1. Both proposed lots would meet the minimum bulk regulations of the R-6 zoning district and thus is considered a “by-right” subdivision.

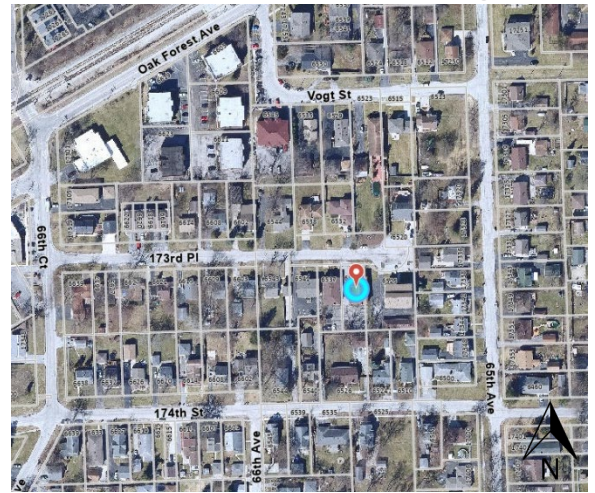
The owner is currently considering developing a two-story duplex residence (Single-Family Semi-Detached residential use) on Proposed Lot 2. Conceptual drawings of a duplex residence were submitted for preliminary zoning consideration by the Village. No variations have been requested.

EXISTING SITE & ZONING

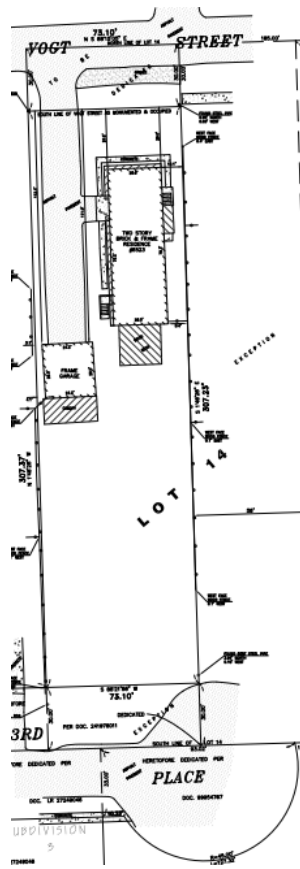
The existing home at 6523 Vogt Street (on proposed Lot 1) is an 22,463 sq. ft. lot in the neighborhood south of Oak Forest Avenue And east of 65th Avenue, which is east of The Boulevard development. that has double-frontage with its main frontage on Vogt Street to the north and 173rd Place to the south. The property is one of the older areas of Tinley Park, annexed in 1892 and is part of the Vogt's Tinley Park Acre Lots Subdivision, recorded in 1912. The neighborhood is developed residentially.

The property is located in the R-6 (Medium Density Residential) Zoning District. The immediately surrounding properties are also zoned in this manner, as well as on the south side of 173rd Place.

The site has a 1 ½ story principal structure with a detached garage and canopy. The property owner states the pool and deck, as seen in the aerial image, were recently removed.



Zoning Map



Existing Plat of Survey



6523 Vogt (North, Existing Home)



6523 Vogt (South, toward 173rd Pl.)

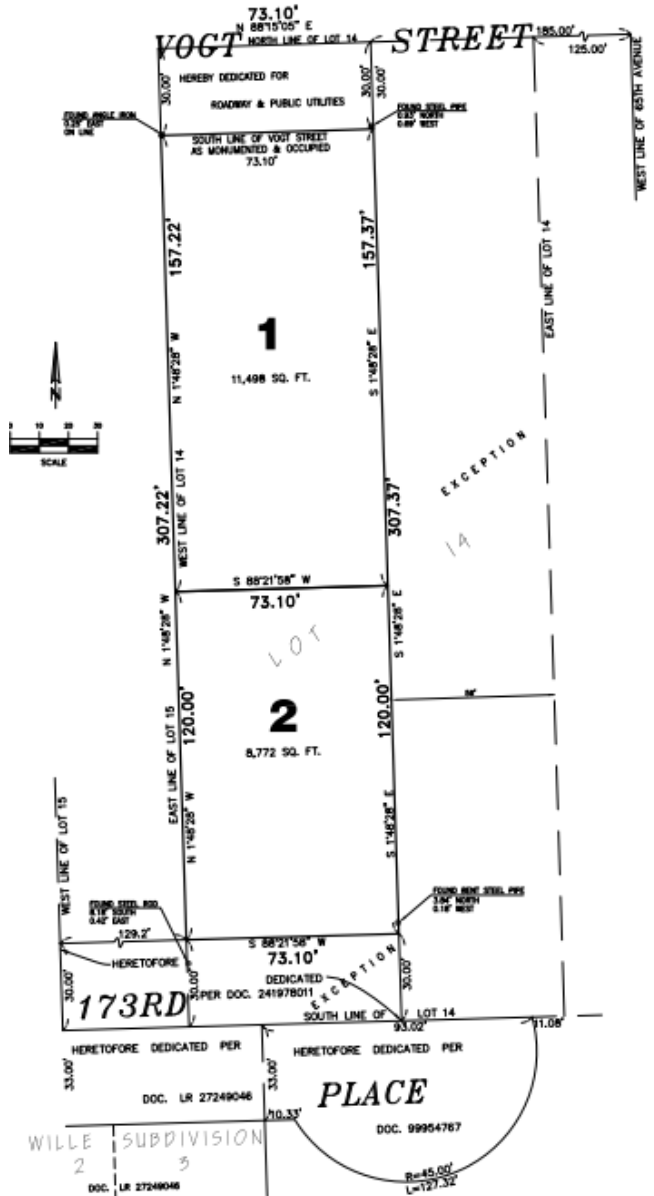
PLAT OF SUBDIVISION

The property owner wishes to resubdivide the property from one lot into two lots in order to allow for additional residential development in the future. Proposed Lot 1 will be 11,498 sq. ft., and Proposed Lot 2 will be 8,772 sq. ft. Additionally, the north 30 feet of the property will hereby be dedicated for roadway and public utilities, reducing the overall existing property from 22,463 sq. ft. to 20,270 sq. ft.

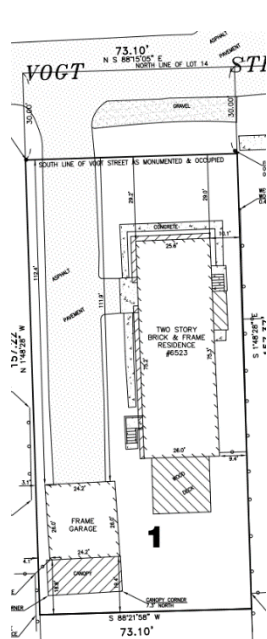
The property is rather large and the rear portion of the property is mostly unused. The owner currently intends to keep the existing residence at 6523 Vogt Street on Proposed Lot 1. The owner is currently considering to construct two-story duplex residence (Single-Family Semi-Detached) on Proposed Lot 2. Conceptual drawings of a duplex residence were submitted for preliminary zoning consideration by the Village. The property owner's conceptual plans met the zoning requirements. Minimum yards/setbacks, maximum lot coverage, usable floor area, and masonry requirements were all discussed with the property owner. The property owner is also aware that for a two-family dwelling, a total of five parking spaces will be required for the whole duplex development. Additionally, the proposed driveway will be reviewed in the permit process.

To legally subdivide a property all resulting lots must meet the Village's Zoning Code in regard to lot "bulk" regulations; this is commonly called a "by-right" subdivision. Most notably are minimum lot size and minimum lot width requirements. The minimum lot size and lot width requirements will be met for both new lots.

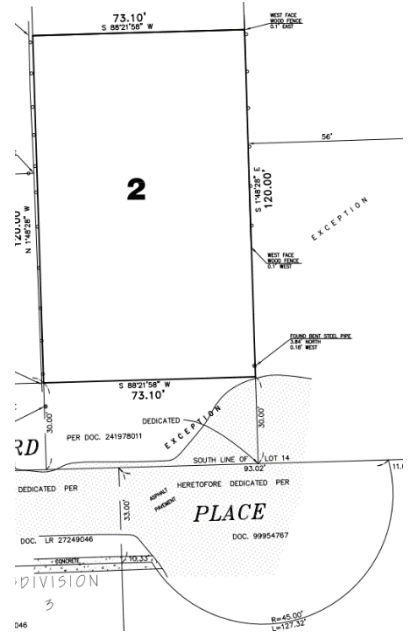
Other zoning regulations need to be met as well, but most of those are more specific to the proposed structure and is reviewed with the building permit, and not a Plat of Subdivision. There are existing nonconformities on Proposed Lot 1 where an existing detached frame garage and canopy/overhang are both only 3.1 ft. from the west property line. The code requirement per the Zoning Ordinance is five ft. minimum from the property line. Importantly, the proposed subdivision does not cause nor worsen these existing nonconformities. The existing detached frame garage and canopy/overhang on Proposed Lot 1 will both comply with the setback from the south property line where the proposed subdivision will occur, (garage to be 18.8 ft. setback, and canopy/overhang to be 6.5 ft. setback. If the existing home were to be reconstructed, it would need to meet the applicable zoning requirements.



Proposed Plat of Subdivision



Proposed Lot 1



Proposed Lot 2 (Vacant)

Sidewalks will need to be provided by the property owner when the property owner requests a permit for the structure on that lot. Staff recommends this be stated as a condition of approval.



Conceptual Architectural Duplex Front Elevation for Proposed Lot 2

The proposed Plat has been reviewed by the Village’s planning staff and the Village Engineer, but a condition is included ensuring it has a final engineering review prior to recording and also making clear that any future easement needs prior to development of the lot must be addressed.

MOTION TO CONSIDER

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

Final Plat:

“...make a motion to recommend that the Village Board grant approval to the Petitioner, Ryan Siriann, a Final Plat of Subdivision for the property located at 6523 Vogt Street, in accordance with the Final Plat dated August 24, 2022, subject to the following conditions:

1. The Plat of Subdivision is subject to final approval by the Village Engineer prior to recording.
2. Sidewalks will need to be provided by the property owner when the property owner requests a permit for the structure on that lot.
3. Any future public utility or drainage easement needs shall be dedicated and recorded prior to permit issuance to develop the site.”

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application	Petitioner	7/22/22
2	Existing Plat of Survey (single lot)	Landmark	7/21/22
3	Proposed Plat of Surveys (two lots, showing existing structures)	Landmark	7/21/22
4	Proposed Plat of Subdivision	Landmark	8/24/22

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

RESOLUTION
NO.2022-R-116

**AN RESOLUTION APPROVING AND ACCEPTING THE ISLAND 1 FINAL
PLAT OF SUBDIVISION AT 6523 VOGT STREET**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2022-R-116**AN RESOLUTION APPROVING AND ACCEPTING THE ISLAND 1 FINAL PLAT OF
SUBDIVISION AT 6523 VOGT STREET**

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

WHEREAS, the Village of Tinley Park (“Village”) has considered the Island 1 Plat of Subdivision (“Plat”) pertaining to certain real property located at 6523 Vogt Street, Tinley Park, Illinois 60477 (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit 1**; and

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

WHEREAS, the Plan Commission reviewed the proposed Plat at public meetings including a public hearing on September 15, 2022, at which time all persons were afforded an opportunity to be heard; and

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

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

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

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

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

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

1. The Plat of Subdivision is subject to final approval by the Village Engineer prior to recording.
2. Sidewalks will need to be provided by the property owner when the property owner requests a permit for the structure on that lot.
3. Any future public utility or drainage easement needs shall be dedicated and recorded prior to permit issuance to develop the site.

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

SECTION 4: That this 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 Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 4th day of October, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4th day of October, 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

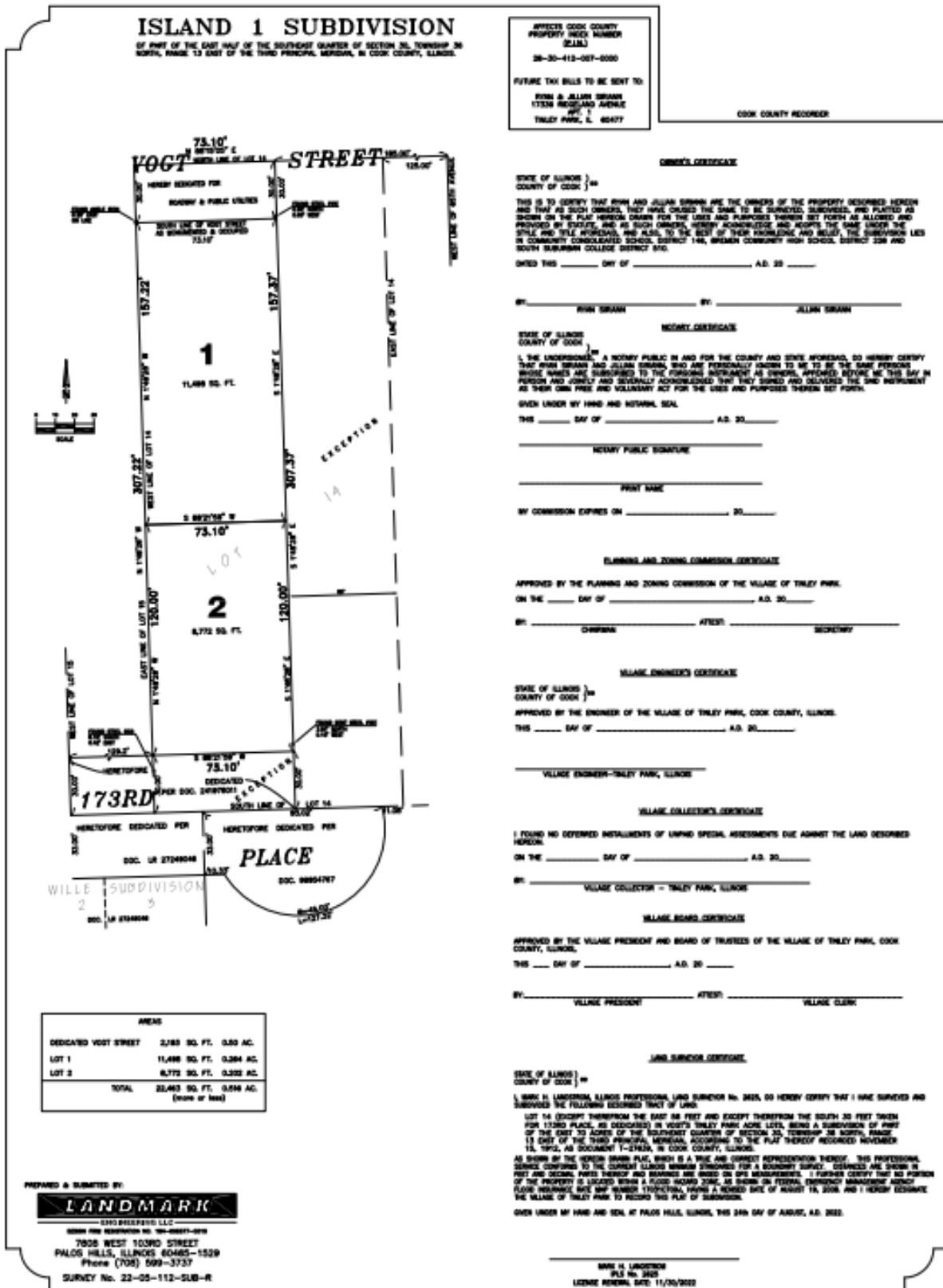
CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-116, “**AN RESOLUTION APPROVING AND ACCEPTING THE ISLAND 1 FINAL PLAT OF SUBDIVISION AT 6523 VOGT STREET,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.

VILLAGE CLERK

Exhibit 1



TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE SEPTEMBER 15, 2022 REGULAR MEETING
ITEM #1 PUBLIC MEETING – 6523 VOGT ST, RYAN SIRIANN – PLAT OF SUBDIVISION

Consider recommending that the Village Board grant Ryan Siriann (property owner) a Resolution for a Plat of Subdivision (“Island 1 Subdivision”) from one lot into two lots at 6523 Vogt Street in the R-6 PD (Medium Density Residential) Zoning District.

Present Plan Commissioners:

Chairman Garrett Gray
 Terry Hamilton
 Andrae Marak
 Brian Tibbetts
 Kurt Truxal
 James Gaskill
 Eduardo Mani

Absent Plan Commissioners:

Angela Gatto
 Ken Shaw

Village Officials and Staff:

Daniel Ritter, Interim Community Development Director
 Lori Kosmatka, Associate Planner
 Jarell Blakey, Management Analyst

Petitioners:

Ryan Siriann, Owner of 6523 Vogt Street

Members of the Public:

None

CHAIRMAN GRAY introduced Item #1. He invited staff to start with the presentation of this item.

Lori Kosmatka, Associate Planner presented the Staff Report

CHAIRMAN GRAY asked if the Petitioner would like to add anything.

Ryan Siriann, Petitioner, stated he had nothing to add.

COMMISSIONER HAMILTON asked if the proposed split of the property adds up to the neighbor’s property line.

Lori Kosmatka, Associate Planner, stated that it is very close.

Daniel Ritter, Interim Director, stated that the neighboring properties are somewhat off so it wouldn't be able to exactly match.

COMMISSIONER TIBBETTS stated that the Petitioner is lucky to have a lot that large and thinks it is a good idea.

COMMISSIONER MANI declined to comment.

COMMISSIONER GASKILL declined to comment.

COMMISSIONER TRUXAL asked if there will be any objections since there are not other duplexes in the neighborhood.

Ryan Siriann, Petitioner, noted that there are similar developments in the neighborhood.

Daniel Ritter, Interim Director stated that the neighborhood is a mix and another one could come soon. He stated that the lot will only support is either detached single family or a duplex.

COMMISSIONER TRUXAL asks why is there a 5-car requirement.

Lori Kosmatka, Associate Planner, stated that is because 2.5 spots are required per unit and it would be two units.

Daniel Ritter, Interim Director, stated that the formula rounds down.

COMMISSIONER TRUXAL asked if the final plan will come to the Plan Commission?

Daniel Ritter, Interim Director, stated no since it is by right unless they need a variation.

COMMISSIONER MARAK stated that it will add property tax value.

CHAIRMAN GRAY stated that he agrees with the Commissioners and it meets all minimum requirements.

CHAIRMAN GRAY requested a motion to approve item #1

Motion - Plat

COMMISSIONER TRUXAL made a motion to recommend that the Village Board grant approval to the Petitioner, Ryan Siriann, a Final Plat of Subdivision for the property located at 6523 Vogt Street, in accordance with the Final Plat dated August 24, 2022, subject to the following conditions:

1. The Plat of Subdivision is subject to final approval by the Village Engineer prior to recording.
2. Sidewalks will need to be provided by the property owner when the property owner requests a permit for the structure on that lot.
3. Any future public utility or drainage easement needs shall be dedicated and recorded prior to permit issuance to develop the site.

Motion was seconded by COMMISSIONER GASKILL.

CHAIRMAN GRAY requested a roll call

AYES:

COMMISSIONER HAMILTON
COMMISSIONER TIBBETTS
COMMISSIONER GASKILL
COMMISSIONER TRUXAL
COMMISSIONER MANI
COMMISSIONER MARAK
CHAIRMAN GRAY

Hearing no opposition, CHAIRMAN GRAY declared the motion passed then informed the Petitioner that item goes to Village Board on October 4th, 2022.

Ryan Siriann, mentioned that they will be the only ones with a sidewalk and asks if that will be an awkward addition.

Daniel Ritter, Interim Director, stated that it is a requirement that new developments have a sidewalk or cash in lieu.

DRAFT



PLAN COMMISSION STAFF REPORT

September 15, 2022 – Public Hearing

The Garage at Bettenhausen – Used Vehicle Dealer Special Use

17514, 17551, and 17600 Oak Park Avenue

Petitioner

Bettenhausen Motor Sales, Inc

Property Location

17514, 17551, and 17600 Oak Park Avenue

PINS

- 28-31-102-008-0000,
- 28-31-102-009-0000,
- 28-31-102-010-0000,
- 28-31-102-011-0000,
- 28-31-102-012-0000,
- 28-31-102-013-0000,
- 28-31-102-014-0000,
- 28-31-102-016-0000,
- 28-31-102-017-0000,
- 28-31-102-018-0000,
- 28-31-102-019-0000,
- 28-31-200-012-0000,
- 28-31-200-014-0000

Zoning

DC (Downtown Core) and NG (Neighborhood General)

Approvals Sought

Special Use Permit

Project Planner

Daniel Ritter, AICP
Interim Community Development Director

Lori Kosmatka
Associate Planner



EXECUTIVE SUMMARY

The Petitioner, Bettenhausen Motor Sales, is proposing a new used car dealer to be located on their property along Oak Park Avenue. The Garage would be a new concept and would transition the site from new vehicle sales to used vehicles sales. The concept will also include the BraunAbility franchise, which will sell “like-New and service handicap-equipped vehicles focusing on the health and safety of all persons ensuring quality of life through dependable transportation.”

Bettenhausen Auto has operated on the property and in Tinley Park since 1958 with the current building constructed in 2001. It has served primarily as new vehicles sales for a variety of brands including Dodge, Ram, Mini, Fiat, Maserati and others. Used vehicles sales were permitted to be accessory to those new vehicles sales on the site including a standalone used car facility. However, with the consolidation of brands and locations along the preferred 159th Street corridor, the Oak Park Avenue location does not have a new car brand to sell at this location. The Petitioner has included a narrative of their proposed use.

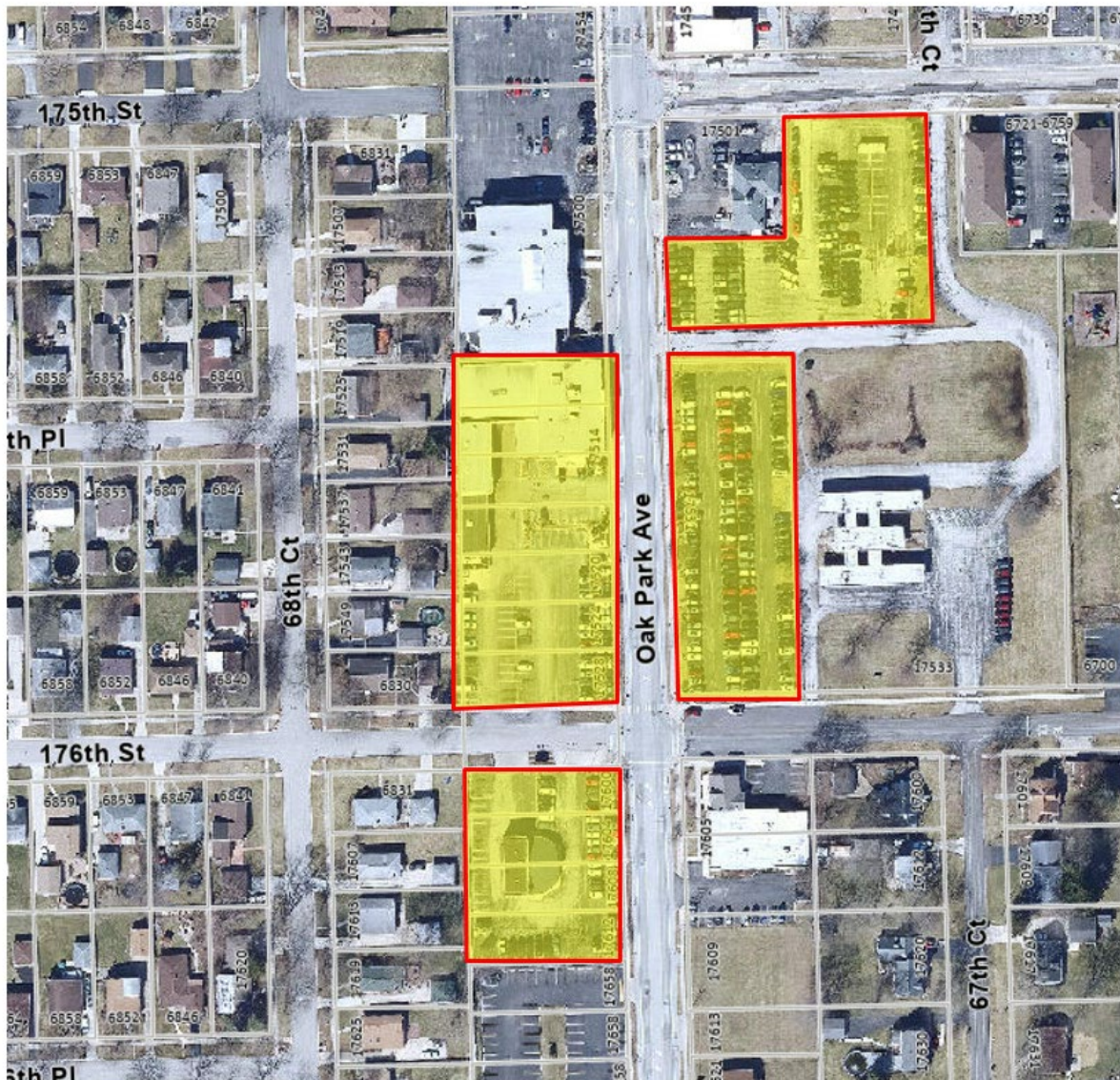
While the vehicles sold on site will be used and like new vehicles, Bettenhausen Auto maintains a new car dealership in the Village, has a proven history of selling of being a reputable used car dealer. The concepts being proposed also cover unique niches like antique vehicles, muscle cars, and handicapped-equipped vehicles.

The property has mostly served as vehicle storage for their new car sales over the last few years. The proposal will bring the site into compliance with allowable uses and reutilize the sites with a productive retail use.

EXISTING SITE & HISTORY

The main site has been a Bettenhausen car dealer since 1958. Lots have been added over the years to allow for expanded vehicle storage of both new and used car sales. Most recently was the addition of a separate used car dealer on the south side of 176th Street which was approved with a special use in 1996 (Ord. #96-O-078) that was only on that property and accessory to the existing adjacent new car dealer at the time.

The site has served as a new car dealer for multiple brands over the years. However, as the brands have expanded, most dealers have moved to the 159th Street corridor that is preferred by the car brands over a more local location on Oak Park Avenue. However, it has served as good location for different up-and-coming and niche brands over the years including brands like Mini and Fiat. Most recently the site sold luxury European brands Alfa Romeo and Maserati up until 2019. Since the pandemic, the site has been mostly used as a temporary location to store vehicles for the other Bettenhausen locations. While it was allowed temporarily during the pandemic, vehicle storage on a prominent location along Oak Park Avenue is not a preferred long-term use of the property by Bettenhausen or the Village. No changes are proposed to the site plan or property with existing signs and lighting being utilized.

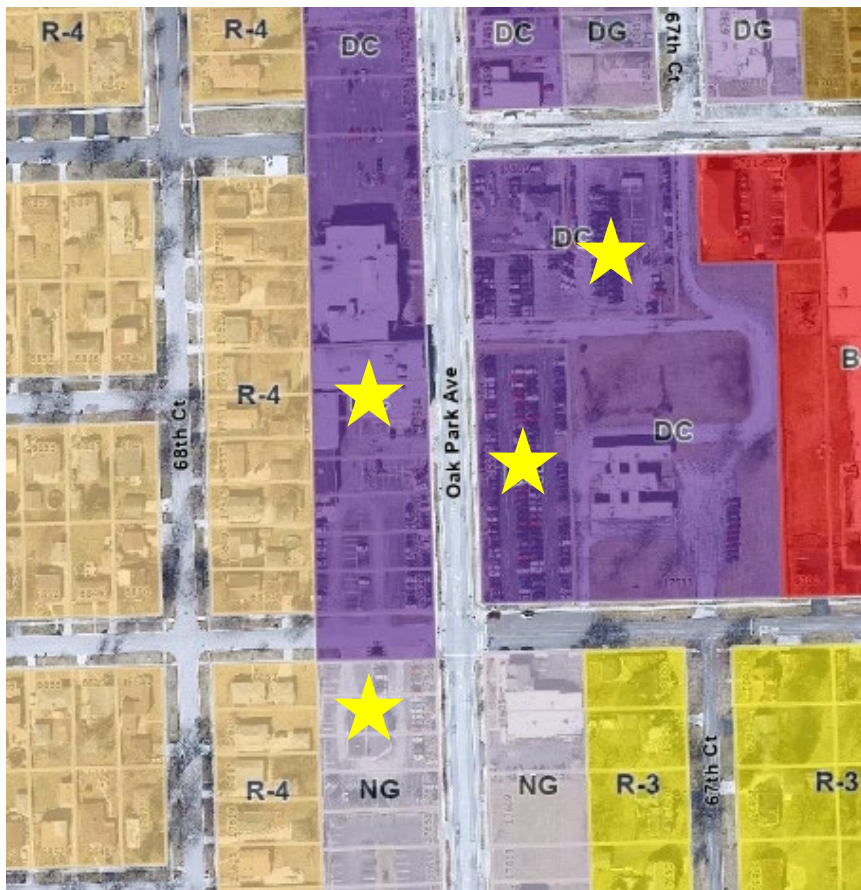


ZONING & PROPOSED USE

The site includes multiple parcels, some of which are separate by roadways and other parcels. The principal building is located at 17514 Oak Park Avenue on the west side of the roadway. The properties are mostly located in the Legacy DC (Downtown Core) district with the former used vehicle dealer in the NG (Neighborhood General) zoning district. The property has neighboring DC district to the North and East, the NG district to the south and R-4 single family zoning district to the west. There is a single-family residence abutting the primary property/building to the west.

The Legacy Code characterizes the Downtown Core area of the Legacy District as “a variety of lot sizes and building scales, with multi-family dwellings as the primary use; street frontages have steady tree plantings and can include lawns, and buildings form a continuous street wall set close to sidewalks”. The intent of the Neighborhood General as to help transition existing single-family houses and commercial uses into multi-family uses. The site is considered a “Heritage Site” a sit was developed prior to implementation of the Legacy Code. As a Heritage Site, the property is permitted to operate with existing commercial uses or other commercial uses otherwise permitted in the Legacy District until redevelopment of the property occurs (more than 50% of the property value).

New and used vehicle sales are permitted as special uses in the legacy district. While most auto-oriented uses have been discouraged, the existing history of car dealer uses along the corridor lead to the flexibility through a special use. This allows the Village to look at how it fits with the current and future plans for specific properties as well as the operator themselves to ensure they are reputable dealers.



STANDARDS FOR A SPECIAL USE

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - ***The establishment will sell and service used vehicles and handicap accessible vehicles focusing on the health and safety of all persons, while ensuring quality of life for dependable transportation. The Petitioner has operated in the Village for many years selling new vehicles without being detrimental or endangering public health, safety, morals, comfort or general welfare. The Petitioner has a proven history of being a reputable dealer, and will continue to do so with used vehicle operations.***
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - ***The subject properties will not undergo physical changes except for minor interior upgrades. The property will be maintained by the Petitioner's Building and Property Maintenance Manager to retain property values. Operations will not interfere with activities from surrounding businesses and residences. The Petitioner will provide continued upkeep of repairs and property maintenance including mowing and snow removal.***
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - ***The subject properties will not undergo physical changes that would otherwise affect development or improvements to surrounding properties.***
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - ***Adequate utilities, access roads, drainage, and/or other necessary facilities are already existing. No changes are proposed.***
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - ***Adequate ingress and egress are already existing with multiple ways to enter/exit the site. No changes are proposed.***
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - ***The Petitioner has stated they will conform to the regulations of the district.***
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - ***The use contributes to the economic development of the community as a whole. The vehicles on-site will be used and like new. Concepts proposed also cover unique niches like antique vehicles, muscle cars, and handicapped-equipped vehicles. Sales of quality and niche vehicles will draw customers from surrounding communities and bring revenue to the Village.***

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

MOTION TO CONSIDER

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

Special Use Permit:

"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Bettenhausen Motor Sales Inc, to operate a Used Car Dealer (with accessory automotive repair) at 17514 - 17600 Oak Park Avenue in the Legacy DC and NG Zoning District, according to the submitted plans and adopt the Findings of Fact as listed in the September 15, 2022, Staff Report with the following conditions:

1. A New Car dealer must be maintained by the petitioner within the Village of Tinley Park.
2. All vehicles stored on-site shall be for sale or awaiting immediate repair. The site shall not operate as vehicle storage/holding for vehicles.
3. Any automotive repair shall not include body work and remain accessory to the sale of vehicles. Automotive repair remains a prohibited primary use of the property.

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

ORDINANCE
NO. 2022-O-077

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A USED CAR DEALERSHIP
WITH ACCESSORY AUTOMOTIVE REPAIR TO BETTENHAUSEN MOTOR SALES, INC.
AT 17514-17600 OAK PARK AVENUE**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2022-O-077**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A USED CAR DEALERSHIP WITH ACCESSORY AUTOMOTIVE REPAIR TO BETTENHAUSEN MOTOR SALES, INC. AT 17514-17600 OAK PARK AVENUE**

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

WHEREAS, a petition for the granting of a Special Use Permit for a used car dealership with accessory automotive repair at 17514-17600 Oak Park Avenue, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Bettenhausen Motor Sales, Inc. (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on September 15, 2022, at the Village Hall at which time all persons were afforded an opportunity to be heard; and

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

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

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

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

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

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

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

1. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - The establishment will sell and service used vehicles and handicap accessible vehicles focusing on the health and safety of all persons, while ensuring quality of life for dependable transportation. The Petitioner has operated in the Village for many years selling new vehicles without being detrimental or endangering public health, safety, morals, comfort or general welfare. The Petitioner has a proven history of being a reputable dealer and will continue to do so with used vehicle operations.
2. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - The subject properties will not undergo physical changes except for minor interior upgrades. The property will be maintained by the Petitioner's Building and Property Maintenance Manager to retain property values. Operations will not interfere with activities from surrounding businesses and residences. The Petitioner will provide continued upkeep of repairs and property maintenance including mowing and snow removal.
3. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - The subject properties will not undergo physical changes that would otherwise affect development or improvements to surrounding properties.
4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - Adequate utilities, access roads, drainage, and/or other necessary facilities are already existing. No changes are proposed.
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and

- Adequate ingress and egress are already existing with multiple ways to enter/exit the site. No changes are proposed.
6. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - The Petitioner has stated they will conform to the regulations of the district.
 7. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - The use contributes to the economic development of the community as a whole. The vehicles on-site will be used and like new. Concepts proposed also cover unique niches like antique vehicles, muscle cars, and handicapped-equipped vehicles. Sales of quality and niche vehicles will draw customers from surrounding communities and bring revenue to the Village.

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

LEGAL DESCRIPTION:

LOTS 6, 7, 8, 9, 10, 11, AND 12 IN GOEBEL'S SUBDIVISION OF THE W 155.9 FEET OF THE EAST 188.9 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/R OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE WEST 125 FEET OF THE SOUTH 340 FEET OF LOT 15 IN THE VILLAGE OF BREMEN, A SUBDIVISION IN SECTION 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

LOTS 14, 15, 16 AND 17 IN GOEBEL'S SUBDIVISION OF THE WEST 155.9 FEET OF THE EAST 100.9 FEET (AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 2 IN FIRST MIDWEST BANK RESUBDIVISION RECORDED MARCH 7, 2006 AS DOCUMENT 0606645102 OF PART OF BLOCK 15 IN THE VILLAGE OF BREMEN IN THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 28-31-102-008-0000, 28-31-102-009-0000, 28-31-102-010-0000, 28-31-102-011-0000, 28-31-102-012-0000, 28-31-102-013-0000, 28-31-102-014-0000, 28-31-102-016-0000, 28-31-102-017-0000, 28-31-102-018-0000, 28-31-102-019-0000, 28-31-200-012-0000, and 28-31-200-014-0000

COMMONLY KNOWN AS: 17514-17600 Oak Park Avenue, Tinley Park, Illinois

SECTION 4: That a Special Use Permit to allow for operation of a used car dealership with accessory automotive repair at the Subject Property, is hereby granted to the Petitioner, subject to the following conditions:

The Special Use Permit includes the following conditions:

1. A New Car dealer must be maintained by the petitioner within the Village of Tinley Park.
2. All vehicles stored on-site shall be for sale or awaiting immediate repair. The site shall not operate as vehicle storage/holding for vehicles
3. Any automotive repair shall not include body work and remain accessory to the sale of vehicles. Automotive repair remains a prohibited primary use of the 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 4th day of October 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4th day of October 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-077, **“AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A USED CAR DEALERSHIP WITH ACCESSORY AUTOMOTIVE REPAIR TO BETTENHAUSEN MOTOR SALES, INC. AT 17514-17600 OAK PARK AVENUE,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October 2022.

 VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE SEPTEMBER 15, 2022 REGULAR MEETING

**ITEM #2 PUBLIC HEARING – BETTENHAUSEN MOTOR SALES, INC.,
17514, 17551, 17600 OAK PARK AVENUE –
SPECIAL USE PERMIT FOR USED AUTOMOBILE SALES**

Consider recommending that the Village Board grant Bettenhausen Motor Sales, Inc. a Special Use Permit for Used Automobile Sales at 17514, 17551, and 17600 Oak Park Avenue in the Legacy NG (Neighborhood General) Zoning District.

Present Plan Commissioners:

Chairman Garrett Gray
Terry Hamilton
Andrae Marak
Brian Tibbetts
Kurt Truxal
James Gaskill
Eduardo Mani

Absent Plan Commissioners:

Angela Gatto
Ken Shaw

Village Officials and Staff:

Daniel Ritter, Interim Community Development Director
Lori Kosmatka, Associate Planner
Jarell Blakey, Management Analyst

Petitioners:

John Doolin, Bettenhausen Motor Sales, Inc.

Members of the Public:

None

CHAIRMAN GRAY introduced Item #2, and then asked for a motion to open the Public Hearing.

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

CHAIRMAN GRAY stated he received certification of the public hearing notice as being published in the local newspaper as required by state law. He stated anyone wishing to speak on this matter will be sworn in to speak, but after Staff's presentation. He invited staff to start with the presentation of this item.

Daniel Ritter, Interim Director, presented the Staff Report.

CHAIRMAN GRAY asks the petitioner if they wish to speak then swore in the petitioner.

John Dulann, Bettenhausen Motor Sales, Inc. gave background on the history of the Bettenhausen business specific to the Oak Park Avenue location. He noted that the location primarily deals with Braun-Mobility and classic vehicles and acts as an offloading location for vehicles to alleviate traffic on 159th at their other location.

CHAIRMAN GRAY asked the COMMISSIONERS if there is anything they would like to add.

COMMISSIONER MARAK declined to comment.

COMMISSIONER TRUXAL noted it's a good idea with the summer cruise nights in the downtown corridor.

John Doolin noted that was taken into consideration and he is actively working with Jim Palermo to coordinate.

COMMISSIONER GASKILL noted that he is glad that the business is staying on Oak Park Avenue.

John Doolin noted that the location is very important to the corporation.

COMMISSIONER TIBBETTS declined to comment.

COMMISSIONER HAMILTON noted it looks nice.

CHAIRMAN GRAY stated he has no comments. He asked Staff to present the standards.

Dan Ritter, Interim Director, presented the standards.

CHAIRMAN GRAY requests a motion to close the Public Hearing.

COMMISSIONER made a motion to close the public hearing. Motion was seconded by COMMISSIONER TIBBETTS.

COMMISSIONER GASKILL made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, Bettenhausen Motor Sales Inc, to operate a Used Car Dealer (with accessory automotive repair) at 17514 - 17600 Oak Park Avenue in the Legacy DC and NG Zoning District, according to the submitted plans and adopt the Findings of Fact as listed in the September 15, 2022, Staff Report with the following conditions:

1. A New Car dealer must be maintained by the petitioner within the Village of Tinley Park.
2. All vehicles stored on-site shall be for sale or awaiting immediate repair. The site shall not operate as vehicle storage/holding for vehicles.
3. Any automotive repair shall not include body work and remain accessory to the sale of

vehicles. Automotive repair remains a prohibited primary use of the property.

Motion seconded by COMMISSIONER TRUXAL.

CHAIRMAN GRAY requested a roll call vote

AYES:

COMMISSIONER HAMILTON
COMMISSIONER TIBBETTS
COMMISSIONER GASKILL
COMMISSIONER TRUXAL
COMMISSIONER MANI
COMMISSIONER MARAK
CHAIRMAN GRAY

Hearing no opposition, CHAIRMAN GRAY declared the motion carried. He informed the petitioner that this item will go before the Village Board on October 4, 2022.

DRAFT



PLAN COMMISSION STAFF REPORT

September 15, 2022 –Public Hearing

St. Julie Billiard Catholic Church Freestanding Sign Variations

7399 159th Street

Petitioner

Fr. Tirso S. Villaverde, Jr.
on behalf of St. Julie
Billiard Catholic Church

Property Location

7399 159th Street

PIN

27-24-201-002-0000,
27-24-201-005-0000

Zoning

R-4 Single Family
Residential

Approvals Sought

Variations



EXECUTIVE SUMMARY

The Petitioner, Father Tirso S. Villaverde, Jr., on behalf of St. Julie Billiard Catholic Church, is requesting Variations from the Sign Code for a proposed freestanding sign with an Electronic Message Center (“EMC”) at the property located at 7399 159th Street in the R-4 (Single-Family Residential) zoning district. The four sign Variations being requested include:

- Section IX.E.1 (Dimensional Regulations for Wall and Freestanding Signs) to permit:
 - 47.5 sq. ft. sign face area, exceeding the 30 sq. ft. maximum sign face area.
 - Ten foot in height, exceeding the six-foot maximum height.
 - As a second freestanding sign less than 300 feet apart from the first sign, exceeding the maximum of one freestanding sign.
- Section IX.J.4 (Electronic Message Center Regulations) to permit an Electronic Message Center Sign that is 38.3 percent of the total sign area, exceeding the maximum of 20 percent

The proposed new freestanding sign will have an EMC and brick base that will replace one sign located along the 159th Street frontage. There is currently a masonry freestanding sign and a frame sign that will remain. The Variations are requested because the sign regulations per the residential zoning district are more restrictive than for adjacent commercial districts. The property is unique due to its large size and frontage along a heavily traveled commercial corridor, with the church being setback extensively. The Variations will help visitors more easily identify the property and the proposed scale of the sign is appropriate for the surrounding commercial area.

Project Planner

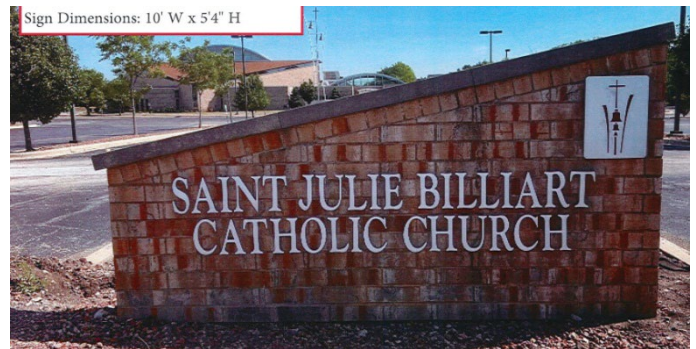
Lori Kosmatka
Associate Planner

EXISTING SITE & HISTORY

The subject site of St. Julie Billiart Catholic Church is a large 8.5 acre (369,904 sq. ft.) property on the south side of 159th Street, immediately east of Olcott Avenue and west of the Park Center Plaza, which is west of Harlem Avenue. The property contains two parcels, annexed into the Village in 1976 and 1980. The church is primarily accessed on 159th Street, with secondary access off Olcott Avenue. There is a large area of parking between 159th St. and the church building, which includes long parking islands.

There are currently two existing freestanding ground signs on the property. One is a white frame sign located near the north property line and sidewalk on the grass, perpendicular to 159th Street. The sign is non-conforming as its frame construction does not meet the sign base requirements per the Zoning Ordinance. Staff was unable to locate a permit for this frame sign. The other sign is a non-illuminated 5'-4" high brick sign located slightly south of the main drive entrance on one of the parking islands. This sign is situated parallel to 159th Street. This brick sign meets Zoning code requirements, however is not easily visible from the 159th Street roadway, given its parallel orientation, setback distance, lower height, and lack of illumination.

The church building is a reddish brown brick structure in a contemporary style, and is setback more than 350 feet from the north end of the property.



(Clockwise): Aerial Map, Existing Signs, View of Existing Brick Sign from Driveway, and Detail of Church's Front Facade

ZONING & NEARBY LAND USES

The property is zoned R-4 (Single Family Residential). The adjacent properties are a mix of land uses. 159th Street is a heavily traveled arterial corridor, portions of which have intense commercial use and two to three lanes traffic in each direction. Thus, large portions of this roadway have commercial uses and zoning with large signage commercial in nature.

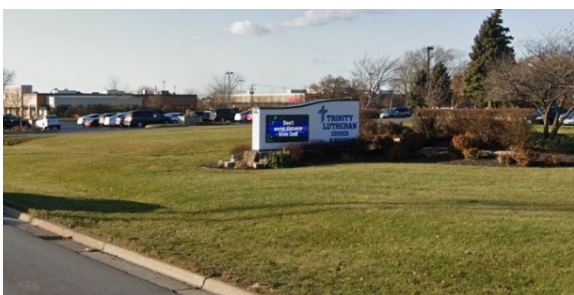
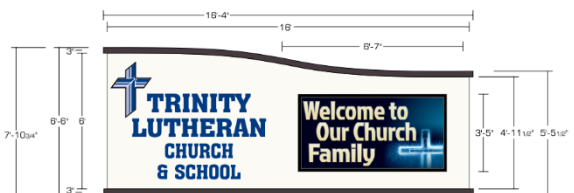
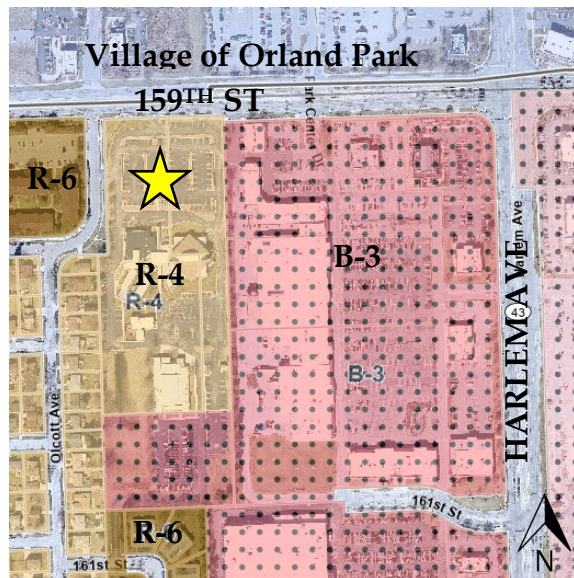
To the north (across 159th Street) are commercial properties within the Village of Orland Park. To the east and immediate south are commercial properties in the Park Center Plaza PUD which has underlying B-3 zoning (General Business and Commercial) with duplex townhome residences further south zoned R-6 (Medium Density Residential). To the west, across Olcott Avenue, are the "Residences 159 Tinley Park" multifamily residences, zoned R-6 (Medium Density Residential), and single-family homes south of 159th Place in the Bremontowne Estates PUD with underlying R-4 (Single Family Residential).

Further east on the north side of 159th Street, west of Oak Park Avenue, is the Trinity Lutheran Church. This property is also within residential zoning (R-2) and received a sign Variation approval with similar circumstances in 2021 for total sign area, sign height, and EMC percentage.

Code Requirements

Signs are regulated by Section IX of the Zoning Ordinance. Section IX.E.1 (Dimensional Regulations for Wall and Freestanding Signs) regulates maximum allowable sign face area, maximum height, and maximum quantity of freestanding signs for institutions within the R-4 Zoning District. This section divides properties in residential zoning districts into two categories: residential and Non-Residential/Institutional. Churches, schools, and parks are common non-residential uses that are located in residential zoning districts. The code limits freestanding sign dimensions for non-residential uses in the R-4 zoning district to 30 sq. ft. in total sign area (excluding the base), and 6'-0" height (including the base).

Additionally, Section IX.J. (Electronic Message Center Regulations) regulates Electronic Message Centers ("EMCs" on freestanding signs, notably subsection IX.J.4 states the allowable area of the EMC shall be a maximum of 20% of the total sign area (excluding base).



Zoning Map, Signage in the Area including approved sign Variations for Trinity Lutheran Church (2021).

VARIATIONS REQUEST

The Petitioner proposes to remove the existing frame sign and replace with a new freestanding ground sign along the north portion of the church's property. The new freestanding sign will be double-faced with an Electronic Message Center ("EMC"). The proposed sign requires four Variations from the Zoning Ordinance for total sign area, sign height, quantity of signs, and the size of the EMC.

Sign Area Size

The proposed sign face area will be 47.5 sq. ft. where the maximum area per code is 30 sq. ft. The proposed sign height (including base) will be ten feet, where the maximum height per code is six feet due to its location in a residential district (10' is permitted in commercial zoning districts).

Number of Signs

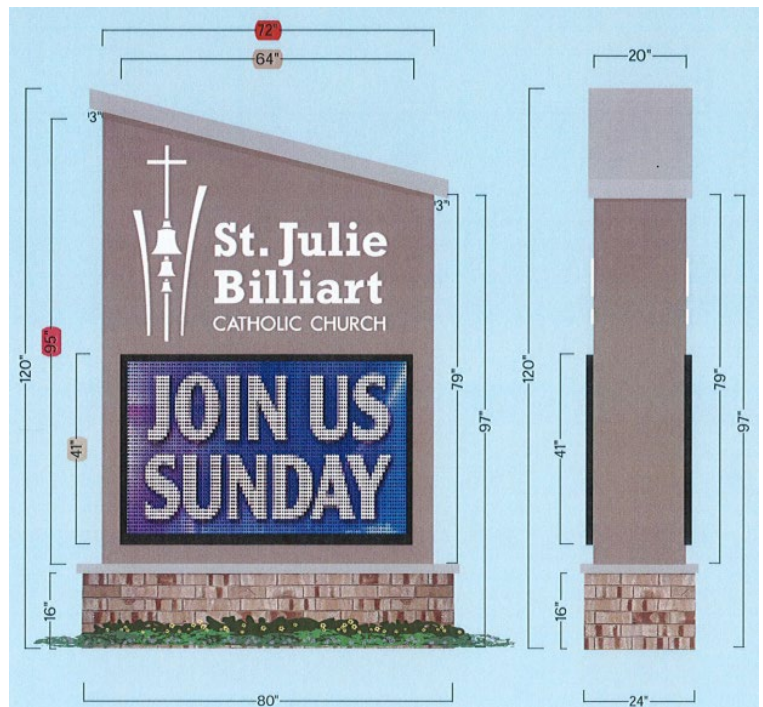
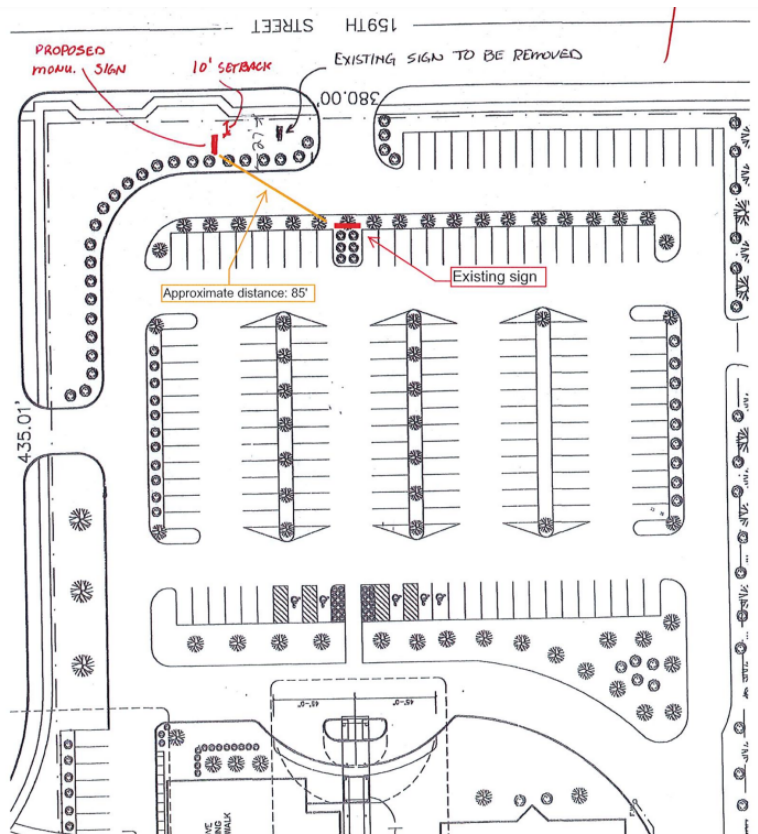
The proposed sign will be a second freestanding sign that will be approximately 85 feet from the first existing brick sign, where code requires that a maximum of two signs are allowed if at least 300 feet apart. However, it should be noted the second existing sign is an entryway marker, and not used for additional roadway visibility.

EMC Size

The Electronic Message Center is proposed to be 18.2 sq. ft. in size and will be 38.3% of the total sign area, where the maximum percentage of an EMC to the total sign area is 20%. For comparison, a sign with fully compliant EMC (20% maximum) and sign face area (30 sq. ft.) would have an EMC of only 9.5 sq. ft.

Sign Height

The sign's height and boxed sign face area are calculated by the highest point of the sign, with the height including the base and cap, and the sign face area excluding the base and cap (measured as 95"x72", totaling 47.5 sq. ft.).



The Petitioner has confirmed that the new sign will meet other Sign Code requirements. The sign will be at least ten feet from the property line and will have a brick base with brick similar in appearance to the existing brick sign and the church building.

The sign's location in relation to adjacent neighboring properties is also noted. The Petitioner provided an exhibit showing the proposed sign location as approximately 160 feet to the nearest adjacent property line, and approximately 239 feet to the closest corner of the physical residential building on that property.

The proposed sign will help better identify the site when approaching by car versus relying solely on the existing brick sign, since the existing non-conforming frame sign is not permitted. If the sign were to fully comply with the code with EMC at 20% of a 30 sq. ft. sign area, the EMC would only be 9.5 sq. ft. which would likely not be easily readable for vehicles travelling along 159th Street and would not be comparable to the essential character of the 159th Street commercial corridor.

The church being zoned residential and located on a heavily traveled commercial corridor, makes this a unique situation compared to one that might be located on a residential road. Other existing signs in the area are generally in commercial zoning districts and thus larger in size than those that would comply with residential zoning district sign regulations. Furthermore, sign variations typically consider the proposed sign's proportionality to the building's size and the overall development appearance. Staff believes the proposed sign is proportionally appropriate, and notes the proposed sign is similar in size to other signs along the 159th Street corridor.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has prepared draft responses for the Findings of Fact below. The Commission may choose to modify the findings as they choose or based on the evidence received at the public hearing.

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 arterial commercial roadway corridor would make it difficult for its content to be readable if limited to the size regulations of residential zoning district sign regulations. Commercial zoning requirements are more appropriate due to the location and roadway size/speeds.***
2. The plight of the owner is due to unique circumstances.
 - ***The proposed sign is located along a heavily traveled arterial commercial roadway corridor, but is subject to residential zoning district sign regulations, which are more restrictive than commercial regulations. The site is larger than most residential lots with direct frontage on the arterial roadway. The roadway has higher vehicle speeds, and a limited length of time in which a sign may be read when travelling by car. A fully compliant sign would likely not be easily readable. The proposed sign will help better identify the site when approaching by car versus relying solely on the existing brick sign.***
3. The Variation, if granted, will not alter the essential character of the locality.
 - ***The proposed sign is located along a heavily traveled arterial commercial roadway corridor. The larger size of the property is similar to some commercial properties in the area. Other existing signs in the area are generally in commercial zoning districts and thus larger in size than those that would comply with residential zoning district sign regulations. The proposed sign will help better identify the site when approaching by car versus relying solely on the existing brick sign. The proposed sign is proportionally appropriate and is similar in size to other signs along the 159th Street corridor.***
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:

- a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
- b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
- c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
- d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
- e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

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

Variations:

"...make a motion to recommend that the Village Board grant the following Variations from the Zoning Ordinance to the Petitioner, Father Tirso S. Villaverde, Jr., on behalf of St. Julie Billiart Catholic Church, at the property located at 7399 159th Street in the R-4 (Single-Family Residential) zoning district, consistent with the Submitted Plans and adopt the Findings of Fact as proposed in the September 15, 2022 Staff Report, with the condition that existing frame sign be removed:

1. A Variation from Section IX.J.4. (Electronic Message Centers Maximum Allowable Size Regulations) of the zoning Ordinance with an Electronic Message Center Sign that is 38.3 percent of the total sign area, instead of the maximum of 20 percent.
2. Variations from Section IX.E.1 (Dimensional Regulations for Wall and Freestanding Signs) of the Zoning Ordinance to permit a freestanding sign that is 47.5 sq. ft. in sign face area (size), instead of the maximum of 30 sq. ft., ten feet in height, instead of the maximum of six feet, and as a second freestanding ground sign less than 300 feet from the first sign, exceeding the maximum of one freestanding sign."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Application	Petitioner	8/15/22
2	Response to Standards	Petitioner	Rec'd 8/17/22
3	Narrative	Petitioner	Rec'd 8/17/22
4	Excerpts from Sign Code	Petitioner	Rec'd 8/17/22
5	Zoning Map Exhibit	Petitioner	Rec'd 8/17/22
6	Photo and Aerial Exhibits of Existing Conditions and Adjacencies	Petitioner	Rec'd 8/17/22
7	Proposed Sign Design	Petitioner	Rec'd 8/17/22
8	Site Plan and Aerial Exhibits	Petitioner	Rec'd 8/17/22
9	Ownership Letter / Additional Narrative	Petitioner	10/27/21

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

ORDINANCE
NO.2022-O-078

**AN ORDINANCE GRANTING GROUND SIGN VARIATIONS FOR CERTAIN
PROPERTY AT 7399 159TH STREET (ST. JULIE BILLIART CATHOLIC
CHURCH)**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2022-O-078**AN ORDINANCE GRANTING GROUND SIGN VARIATIONS FOR CERTAIN
PROPERTY AT 7399 159TH STREET
(ST. JULIE BILLIART CATHOLIC CHURCH)**

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 freestanding ground sign size, freestanding ground sign height, electronic message center size, and allowance as a second freestanding ground sign less than 300 feet from the first sign (“Variations”) has been filed by Father Tirso S. Villaverde, Jr., on behalf of St. Julie Billiart Catholic Church (“Petitioner”) with the Village Clerk and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, the Village of Tinley Park Plan Commission held a Public Hearing on the question of whether the Variations should be granted on September 15, 2022, at the Village Hall 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 Plan Commission found that the petition met the requisite standards enumerated in the Tinley Park Zoning Ordinance for granting the Variations and voted 7-0 to recommend to the Village President and Board of Trustees for the approval of the Variations; and

WHEREAS, the Plan Commission 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 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 he has met the standards for granting the Variations as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variations as set forth herein 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 arterial commercial roadway corridor would make it difficult for its content to be readable if limited to the size regulations of residential zoning district sign regulations. Commercial zoning requirements are more appropriate due to the location and roadway size/speeds*
2. The plight of the owner is due to unique circumstances.
 - *The proposed sign is located along a heavily traveled arterial commercial roadway corridor, but is subject to residential zoning district sign regulations, which are more restrictive than commercial regulations. The site is larger than most residential lots with direct frontage on the arterial roadway. The roadway has higher vehicle speeds, and a limited length of time in which a sign may be read when travelling by car. A fully compliant sign would likely not be easily readable. The proposed sign will help better identify the site when approaching by car versus relying solely on the existing brick sign*
3. The Variations, if granted, will not alter the essential character of the locality.
 - *The proposed sign is located along a heavily traveled arterial commercial roadway corridor. The larger size of the property is similar to some commercial properties in the area. Other existing signs in the area are generally in commercial zoning districts and thus larger in size than those that would comply with residential zoning district sign regulations. The proposed sign will help better identify the site when approaching by car versus relying solely on the existing brick sign. The proposed sign is proportionally appropriate and is similar in size to other signs along the 159th Street corridor.*
4. Additionally, the Plan Commission 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 Variations are based would not be applicable, generally, to other property within the same zoning classification;
- c. The purpose of the Variations 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 Variations 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 Variations 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 NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL IDENTIFICATION NUMBER: 27-24-201-002-0000 and 27-24-201-005-0000

COMMONLY KNOWN AS: 7399 159th Street, Tinley Park, Illinois

SECTION 3: The following Variations are hereby granted to the Petitioner in the R-4 (Single-Family Residential) zoning district at the above-mentioned Property to erect said freestanding ground sign with the condition that the existing frame sign be removed:

1. A Variation from Section IX.J.4. (Electronic Message Centers Maximum Allowable Size Regulations) of the Zoning Ordinance with an Electronic Message Center Sign that is 38.3 percent of the total sign area, instead of the maximum of 20 percent.
2. Variations from Section IX.E.1 (Dimensional Regulations for Wall and Freestanding Signs) of the Zoning Ordinance to permit a freestanding sign that is 47.5 sq. ft. in sign face area (size), instead of the maximum of 30 sq. ft., ten feet in height, instead of the maximum of six

feet, and as a second freestanding ground sign less than 300 feet from the first sign, exceeding the maximum of one freestanding sign.

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 4th day of October, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4th day of October, 2022.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-078, “**AN ORDINANCE GRANTING GROUND SIGN VARIATIONS FOR CERTAIN PROPERTY AT 7399 159TH STREET (ST. JULIE BILLIART CATHOLIC CHURCH)**”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.

VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE SEPTEMBER 15, 2022 REGULAR MEETING

**ITEM #3 PUBLIC HEARING – ST. JULIE BILLIART CATHOLIC CHURCH,
7399 159th STREET – GROUND SIGN VARIATIONS**

Consider recommending that the Village Board grant the Petitioner, Father Tirso S. Villaverde, Jr., on behalf of St. Julie Billiart Catholic Church, Variations from Section IX.E (Dimensional Regulations for Wall and Freestanding Signs) and Section IX.J (Electronic Message Center Regulations) of the Zoning Ordinance at the property located at 7399 159th Street in the R-4 (Single Family Residential) zoning district. The granting of these Variations will permit an additional freestanding ground sign where a maximum of one is permitted, and which is taller than the six feet maximum height, larger than the 30 sq. ft. maximum size, with an Electronic Message Center Sign to exceed the maximum size of 20% of the total sign area of a freestanding sign.

Present Plan Commissioners:

Chairman Garrett Gray
Terry Hamilton
Andrae Marak
Brian Tibbetts
Kurt Truxal
James Gaskill
Eduardo Mani

Absent Plan Commissioners:

Angela Gatto
Ken Shaw

Village Officials and Staff:

Daniel Ritter, Interim Community Development Director
Lori Kosmatka, Associate Planner
Jarell Blakey, Management Analyst

Petitioners:

Father Tirso S. Villaverde, Jr., Parishioner St. Julie Billiart Catholic Church
Sam Van Bruggen, Van Bruggen signs

Members of the Public:

None

CHAIRMAN GRAY introduced Item #3, and then asked for a motion to open the Public Hearing.

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

CHAIRMAN GRAY stated he received certification of the public hearing notice as being published in the local newspaper as required by state law. He stated anyone wishing to speak on this matter will be sworn in to speak, but after Staff's presentation. He invited staff to start with the presentation of this item.

Lori Kosmatka, Associate Planner presented the Staff Report

CHAIRMAN GRAY asked the petitioner wish to speak. He swore in the Petitioner, Father Tirso Villaverde.

Father Villaverde stated that the sign project is part of an improvement project for the parish and extends his thanks to the village to consider. He introduced his contractor to answer any technical questions.

CHAIRMAN GRAY asked the Commission if they have anything to add.

COMMISSIONER MANI commented that he feels the sign is a good size and will help with visibility.

COMMISSIONER TIBBETTS wanted to clarify if they are requesting two signs or just one.

Lori Kosmatka, Associate Planner, informed the Commissioner that there are two existing signs currently. She stated that the brick sign will remain and the white sign will be removed.

COMMISSIONER TIBBETTS asked if two signs are necessary.

Sam Van Bruggen noted that the brick sign does not have good visibility and is more of a welcoming sign.

CHAIRMAN GRAY concurred that the sign is not visible to 159th Street

COMMISSIONER HAMILTON asked are there formulas in coming up with a size of the sign.

Sam Van Bruggen noted that they started out with a larger sign, but working with staff they came to a reasonable alternative. He noted there are formulas that go into the consideration when creating the sign.

Daniel Ritter, Interim Director, noted that the 20% requirement forces a petitioner to make a bigger sign or have small text. He explained that the goal was to reduce the possibility of a sign becoming mainly an LED sign.

COMMISSIONER HAMILTON asked about the Trinity Lutheran Sign and noted that he understands the concerns based on the issues presented in the staff report. He commented that there are differences in the circumstances and understand the need for the sign.

COMMISSIONER GASKILL declined to comment.

COMMISSIONER TRUXAL noted that it is a residential lot mixed with commercial and asks is that why a variance is needed.

Daniel Ritter, Interim Director, noted that the direction is for institutions such as these is to stay in line with the commercial requirements.

COMMISSIONER MARAK states that this is similar to the conversation when Trinity Lutheran came before the Commission.

CHAIRMAN GRAY agrees with the Commission and staff.

CHAIRMAN GRAY requested a motion to close the Public Hearing.

COMMISSIONER TRUXAL made a motion to close the Public Hearing, seconded by COMMISSIONER TIBBETTS. CHAIRMAN GRAY requested a voice vote. Hearing no opposition, he declared the motion carried. He asked Staff to present the standards.

Lori Kosmatka, Associate Planner, presented the Standards.

COMMISSIONER MANI made a motion to recommend that the Village Board grant the following Variations from the Zoning Ordinance to the Petitioner, Father Tirso S. Villaverde, Jr., on behalf of St. Julie Billiard Catholic Church, at the property located at 7399 159th Street in the R-4 (Single-Family Residential) zoning district, consistent with the Submitted Plans and adopt the Findings of Fact as proposed in the September 15, 2022 Staff Report, with the condition that existing frame sign be removed:

1. A Variation from Section IX.J.4. (Electronic Message Centers Maximum Allowable Size Regulations) of the zoning Ordinance with an Electronic Message Center Sign that is 38.3 percent of the total sign area, instead of the maximum of 20 percent.
2. Variations from Section IX.E.1 (Dimensional Regulations for Wall and Freestanding Signs) of the Zoning Ordinance to permit a freestanding sign that is 47.5 sq. ft. in sign face area (size), instead of the maximum of 30 sq. ft., ten feet in height, instead of the maximum of six feet, and as a second freestanding ground sign less than 300 feet from the first sign, exceeding the maximum of one freestanding sign.

Motion seconded by COMMISSIONER GASKILL

CHAIRMAN GRAY requested a roll call vote.

AYES:

COMMISSIONER GASKILL

COMMISSIONER HAMILTON

COMMISSIONER MANI

COMMISSIONER MARAK

COMMISSIONER TIBBETTS

COMMISSIONER TRUXAL

CHAIRMAN GRAY

Hearing no opposition, CHAIRMAN GRAY declared the motion carried. He informed the petitioner that this item will go before the Village Board on October 4, 2022.

Father Villaverde informed that he will send a representative as he will be out of the country.

DRAFT

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

RESOLUTION
NO. 2022-R-117

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF ALL
CLAIMS IN THE CASE OF 19L008770**

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

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

RESOLUTION NO. 2022-R-117**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS IN THE CASE OF 19L008770**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Settlement Agreement and Release of all Claims (Settlement and Release) in the case of 19L008770, a true and correct copy of such Settlement Agreement and Release of All Claims 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 Settlement Agreement and Release of All Claims to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1** subject to further review to form by the Village Attorney.

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

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

ADOPTED this 4th day of October, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 4th day of October, 2022, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Settlement and Release

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-117, “**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS IN THE CASE OF 19L008770,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.

VILLAGE CLERK

**SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (this “Agreement”) made this ___ day of October, 2022, is made and entered into between Crystal M. Worship, individually, and as mother of her minor son, Amir Worship, (hereinafter referred to as “Plaintiff”) and Tinley Park Police Officer Brian Wood and the Village of Tinley Park (hereinafter referred to as “the Released Parties”).

W I T N E S S E T H:

WHEREAS, there is currently pending a lawsuit in the Circuit Court of Cook County, Illinois, styled *Crystal M. Worship, for herself and as next friend of her minor sons, Amir Worship, Eric Worship, and Robert Worship vs. Village of Tinley Park and Brian Wood, et al.*, 19 L 008770, alleging claims against the Released Parties for Assault, Intentional Infliction of Emotional Distress, Intentional Battery, False Arrest and False Imprisonment, and Willful and Wanton Conduct, arising out of an incident alleged to have occurred on May 26, 2019 at 16428 BellePlaine Drive in Markham, Cook County, Illinois. (“the Action”); and

WHEREAS, the Released Parties have denied liability and have defended the claims in the Action; and

WHEREAS, without any admission as to fault, liability or wrongdoing or as to the validity of the other parties’ positions, and to avoid further litigation expense and the uncertainty inherent to all parties in a trial of the Action, the parties to this Agreement desire to forever resolve and compromise all of the claims asserted or which could have been asserted by Plaintiff in the Action from the beginning of time through the Effective Date of this Agreement, with prejudice, upon the terms set forth below;

WHEREAS, Plaintiff and the Released Parties have been provided with a reasonable period of time and opportunity in which to consider this Agreement and to consult with their respective attorneys concerning this Agreement and are entering into this Agreement voluntarily with full knowledge of its significance and effect; and

WHEREAS, plaintiff Amir Worship is a minor child, such that any proposed settlement of his claims against the Released Parties must be approved by the Court;

NOW THEREFORE, in consideration of the premises and the promises, covenants and agreements contained in this Agreement, if the Parties sign this Agreement and comply with all conditions and requirements of the Agreement, the parties agree as follows:

1. Payments. Plaintiff agrees to dismiss with prejudice all of his claims against the Released Parties with prejudice, with each side bearing its own costs and attorneys’ fees. The Released Parties will agree to pay Plaintiff the total sum of ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00) for the dismissal of this Action and a release of any and all claims known or unknown, or that

could have been brought through the date of this agreement. Said payment shall be made within twenty-one (21) days of the date of the last judicial approval of the proposed settlement of the minor's claim and approval by the Village of Tinley Park Board of Trustees, provided Plaintiff has executed and delivered the executed release to counsel for the Released Parties.

2. Attorneys' Fees. The parties each agree to bear their own respective costs and attorneys' fees including, but not limited to wages and Section 1988 attorney fees, costs, and expenses. The Parties acknowledge and agree that, except as provided herein, (i) no attorney, agent, or representative of either Party has any claim of any type against the other Party in connection with the Actions or this Agreement, and (ii) each party shall bear his or its own costs, expert's fees and attorneys' fees in connection with the Action, the negotiation and execution of this Agreement, the claims released herein, and any matters occurring prior to the date of this Agreement.
3. Tax Treatment and Indemnification. The parties agree that these settlement proceeds are not related to payment for lost income, as Plaintiff have made no such claim, but rather for personal injury and emotional pain and suffering. Despite this fact, the settlement sum shall be construed as covering all applicable damages and claims sought by Plaintiff. No representation has been made by the Released Parties as to the appropriate tax treatment of any of the payments they are making to Plaintiff pursuant to the terms of the Settlement. Plaintiff shall be solely responsible for, and promises and agrees to pay, any required income or other taxes, interest or penalties owed with respect to the payments referred to in paragraph 1, and will pay for, indemnify and hold the Released Parties harmless from and against, any required interest, penalties or taxes as a result of Plaintiff's failure to properly report and pay any taxes due on any of the payments.
4. General Release by Plaintiff. Plaintiff having obtained the requisite Court approval and necessary surety bonds and being of adult age and otherwise competent to execute this Release on behalf of both herself and her Minor child, Amir Worship, for the sole consideration of the Settlement Funds paid by and/or on behalf of the Released Parties, does hereby and for her Minor child, Amir Worship's, respective agents, executors, administrators, trustees, personal representatives, heirs, successors, assigns and any next of kin, to the extent they are entitled to any recovery arising from the Action, hereby releases, relinquishes and gives up (and agrees not to directly or indirectly file, retain any recovery for, or pursue) any and all claims, suits, actions and causes of action known or unknown relating to any matter whatsoever from the beginning of time to and including the effective date of this agreement which he now may have or hold against the Released Parties and present and former employees or elected/appointed officials of the Released Parties attorneys and agents of the Released Parties as well as IPMG Insurance Group for all claims, including but not limited to all claims in any way arising out of or relating to (i) the incident occurring on May 26, 2019 at 16428 BellePlaine Drive in Markham, Cook County, Illinois, (ii) any facts, matters or claims alleged or which could have been alleged in the Action, or (iii) any conduct occurring during the course of defending or in connection with the Action, or the negotiation and execution of this Agreement.

This is a full and general release with respect to the matters encompassed within the preceding paragraph, which includes, without limitation, a release of any right Plaintiff may have, including, but not limited to, under the Constitution of the United States, the Illinois Constitution, and any other federal or state law cause of action arising from the May 26, 2019 incident.

Plaintiff represents and warrants that she is the sole owner of all claims she has released in this Agreement and that she has not assigned or transferred any such claim (or any interest in any such claim) to any other person.

5. Contingent on Court Approval. All terms of the proposed settlement and release herein are contingent upon Court approval of the proposed settlement of the minor's claims against the Released Parties. It is understood and agreed that the Plaintiff is required to obtain any and all requisite Court approval(s) required for this proposed settlement and this Release. Plaintiff further agrees to provide proof of said Court approval and its sufficiency prior to the disbursal of any Settlement Funds. Any and all costs incurred in order to obtain the requisite Court approval shall be borne by the Plaintiff and were considered prior to entering into this Release.

6. Liens. The Plaintiff shall be responsible to resolve and discharge any and all subrogation rights or liens, including but not limited to any doctors' liens, hospital liens, attorneys' liens, insurance company subrogation liens or contractual rights of reimbursement (specifically including no-fault benefits that may be paid as a result of the Incident) or workers compensation liens. The Parties have considered the interests in this settlement, if any, of any governmental liens (including but not limited to the Centers for Medicare & Medicaid Services ("CMS"), Medicare, the Medicare Secondary Payer Recovery Contractor (MSPRC)(collectively referred to herein as ("CMS" or "Medicare"), Illinois Medicaid, Illinois Department of Public Aid, Illinois Department of Human Services ("IDHS"), Illinois Department of Healthcare and Family Services ("HFS") Social Security Disability Insurance ("SSDI"), and the like), and any other claims for reimbursement or payment that have or may be claimed to exist in favor of any person or entity arising out of, with reference to or in any manner relating to the Incident or the Lawsuit. Plaintiff's obligations under this paragraph of the Settlement Agreement include but are not limited to the payment of court costs and attorney fees. Should any party make a claim against the Released Parties for any claims relating in any way to any liens, subrogation rights or contractual rights of reimbursement, relating to the Incident or the Lawsuit or any injuries and damage relating thereto, Plaintiff, Plaintiff's counsel, and the Law Offices of Al Hofeld, Jr., agree to defend, indemnify and hold harmless the Released Parties, including their present, former, and future agents and employees, assigns heirs, executors, administrators, insurers attorneys, third-party administrators, parent companies, subsidiaries, and all other affiliated persons, firms or corporations, for all claims, costs, expenses, and reasonable attorney's fees to the fullest extent provided by law for any Medicare conditional payments and reimbursements demanded or required by CMS, MSPRC, Illinois Medicaid, Illinois Department of Public Aid, IDHS, HFS, SSDI, or any

other governmental entity currently known or which may be discovered or demanded in the future.

7. Non-Admission. The Parties understand and agree that the settlement of the Action and non-monetary agreements under the provisions in this Agreement are made for the purpose of settlement and compromise only, to avoid the cost and expense, uncertainty and time associated with further litigation, and without any admission by either Party as to fault, liability or wrongdoing, all of which are expressly denied.

This Agreement is not and shall not be construed as evidence of or an admission by any party hereto that any claim or fact alleged by the others in the Action is true or correct. Neither this Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding or utilized in any manner whatsoever by Plaintiff, by the Released Parties, or any third-party as an admission or concession of liability or wrongdoing or any nature on the part of the parties hereto. Further, the existence of this Agreement, or the fact that the Parties have entered into this Agreement, may not be used as an admission of fault, wrongdoing, or liability in the present lawsuit.

8. Knowing Waiver. The Parties acknowledge that they have been provided with ample time to consult with counsel, have read this Agreement, fully understand the meaning and consequences of its execution, and have elected to do so freely and voluntarily. In executing this Agreement, the Parties are not relying on any inducements, promises or representations made by any other party, or its officers, trustees, employees or representatives, other than the consideration set forth herein.
9. Governing Law. This Agreement shall be governed by and construed and interpreted according to the laws of the State of Illinois. The parties agree that the venue for any lawsuit brought to enforce the terms of this Agreement or for breach of the Agreement will be the Circuit Court of Cook County, Illinois.
11. Modifications. The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; and (iii) is signed and approved by an authorized representative of the Parties.
12. Integration. The Parties acknowledge and agree that this Agreement constitutes the entire agreement between the Parties; that the Parties have executed this Agreement based upon the terms set forth herein; that the Parties have not relied on any prior agreement or representation, whether oral or written, which is not set forth in this Agreement; that no prior agreement, whether oral or written, shall have any effect on the terms and provisions of this Agreement; and that all prior agreements, whether oral or written, are expressly superseded and/or revoked by this Agreement.
13. Severability and Waiver. The Parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, in the event that any provision is deemed to be unenforceable for any reason, the remaining

provisions shall remain effective, binding and enforceable. The Parties further acknowledge and agree that the failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that provision, or of any other provision of this Agreement.

14. Effective Date. The Effective Date of this Agreement shall be the date Plaintiff signs this Agreement.
15. Fees and Costs. Other than as provided herein, the Parties will each bear their own attorney's fees and costs in connection with this Agreement and the actions and proceedings described in the Recitals above.
16. Section Headings. Section headings are for convenience of reference only and shall not be used to interpret or construe the terms of this Agreement.
17. Representations. The Parties represent that they (i) have read this entire Agreement and understand its terms; (ii) have been advised in writing to consult an attorney before signing it; (iii) have been given a reasonable and adequate period of time to consider the Agreement before signing it; (iv) fully understand the terms and effects of this Agreement; (v) fully understand their rights to discuss all aspects of this Agreement with an attorney of their choice and have availed themselves of this right; (vi) are voluntarily executing this Agreement of their own free act for the purpose of inducing the referred to in this Agreement; and (vii) no payment or consideration has been promised to them for entering into and signing this Agreement which is not specified in this Agreement.
18. Execution of Agreement. This Settlement Agreement and Release may be executed in counterparts (including counterparts transmitted by facsimile or electronic mail) and each part, when executed, shall have the efficacy of an original.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Release of All Claims as of the day and year first above written.

 Crystal Worship, Individually and as
 Mother and Next Friend of Amir
 Worship, a Minor

Print: _____

Date: _____



Interoffice

Memo

Date: September 28, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: Grant of Indefeasible Right of Use (IRU) for Fiber Optic Cable and Fiber Optic Conduit

Presented for Committee of the Whole/Village Board Meeting consideration and possible action:

Description: The Village has been presented an IRU from the Cook County on behalf of the Cook County Bureau of Technology for utilization and installation of fiber optic network equipment at various locations across the Village. Per the agreement, the Village will provide the County rights to colocate fiber optic cable within already installed Village owned conduit. In return, the County will install conduit and fiber optic cable for exclusive rights use by the Village. The installed conduit and fiber optic cable will connect Fire Station #48 (9191 175th Street) onto the Village's existing fiber network.

There will be no cost to the Village pertaining to this IRU.

Staff Direction Request:

1. Approve IRU between the Village and Cook County and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Grant of Indefeasible Right of Use with Cook County

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

RESOLUTION
NO. 2022-R-118

**A RESOLUTION APPROVING A GRANT OF INDEFEASIBLE RIGHT OF USE (IRU)
BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY BUREAU OF
TECHNOLOGY FOR FIBER OPTIC CABLE AND FIBER OPTIC CONDUIT**

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

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

RESOLUTION NO. 2022-R-118**A RESOLUTION APPROVING A GRANT OF INDEFEASIBLE RIGHT OF USE (IRU) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY BUREAU OF TECHNOLOGY FOR FIBER OPTIC CABLE AND FIBER OPTIC CONDUIT**

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 Cook County, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 4th day of October, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 4th day of October, 2022, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

GRANT OF INDEFEASIBLE RIGHT OF USE (IRU) FOR FIBER OPTIC CABLE & FIBER OPTIC CONDUIT

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-118, **“A RESOLUTION APPROVING A GRANT OF INDEFEASIBLE RIGHT OF USE (IRU) BETWEEN THE VILLAGE OF TINLEY PARK AND THE COOK COUNTY BUREAU OF TECHNOLOGY FOR FIBER OPTIC CABLE AND FIBER OPTIC CONDUIT,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.

VILLAGE CLERK

**AGREEMENT FOR GRANT OF IRU FOR FIBER
& FIBER OPTIC CONDUIT**

This Agreement for Grant of **Indefeasible Right of Use** (IRU) for Fiber Optic Cable and Conduit is executed as of the ____ day of _____, 2022 by **Cook County** (County), a public body corporate of the State of Illinois and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, on behalf of the Cook County Bureau of Technology, and the **Village of Tinley Park** (Tinley Park), a body politic and corporate of the State of Illinois.

WHEREAS lack of reliable high-speed internet access is a barrier to economic development, educational advancement, and healthcare access. According to the United States Census, Cook County residents comprise over 43% of all Illinois residents who lack access to reliable high-speed internet. The communities in Cook County that lack access are those that have been historically disenfranchised; and

WHEREAS on January 16, 2020, the Cook County Board of Commissioners adopted a Resolution titled “Creating Digital Equity in Cook County” to address barriers to connectivity for unserved and underserved communities in Cook County; and

WHEREAS Governor Pritzker launched Connect Illinois which is a \$420M initiative to expand access to reliable high-speed internet across the State. In 2020, Cook County received a Connect Illinois Broadband Grant Program award of \$1,876,580.48 for expansion of broadband infrastructure in underserved areas of Cook County; and

WHEREAS Cook County has committed additional funds for expansion of broadband infrastructure in underserved areas of Cook County; and

WHEREAS Cook County, through the Office of the President and Bureau of Technology, seeks to install additional broadband fiber in the Cook County Southland to provide greater access and internet speed to residents, businesses, and institutions; and

WHEREAS the current Cook County Connect Illinois Broadband Grant Program Project will expand the broadband fiber footprint in Chicago Southland communities through publicly owned, shared fiber. The implementation will focus on fiber paths that will provide distribution and host last mile service platforms addressing those communities with the greatest need, municipalities with no fiber assets to support economic stimulus, and key regional education campus facilities with limited connectivity to online resources. The communities that will benefit from this project have some of the lowest rates of internet connectivity in the State of Illinois; and

WHEREAS there is significant community support for the proposed Cook County Connect Illinois Broadband Project from municipalities and stakeholders in the Chicago Southland communities; and

WHEREAS Cook County desires to complete the fiber build into the Village of Tinley Park to service community anchor institutions and other municipal entities; and

WHEREAS Cook County and the Village of Tinley Park have agreed to a utilization of fiber assets for mutual benefit and enter into this agreement to memorialize the shared use of current conduit and fiber optic cable and installation of new conduit and fiber optic cable.

1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below or where they are defined in the text of the Agreement.

Associated Property. “Associated Property” means the Required Rights, Cable Accessories, and Structures.

Cable. “Cable” means fiber optic cable along the Route(s) identified in Exhibit A, having fiber optic filaments contained in any suitable jacketing or sheath.

Conduit. “Conduit” means fiber optic conduit.

Cable Accessories. “Cable Accessories” means the attachment and suspension hardware, and other components necessary either for the placement or protection of the Cable either underground or overhead or for the continuity of the fiber filaments within the Structures.

Equipment. “Equipment” means the power equipment, electronic and optronic equipment including, without limitation, repeaters, junctions, patch panels, alarm monitoring equipment and other equipment necessary to provide a network of fiber optic transmission capacity and located on the Customer Side of the Demarcation Point. The word “equipment,” when not capitalized, refers to equipment of any type.

Fiber. “Fiber” means the fiber optic filament contained in the Cable.

IRU. “IRU” means an indefeasible right of use permitting each Party to have exclusive use of the other Party’s Fibers and or Conduit and non-exclusive use of the Associated Property throughout the Term as indicated herein.

Julie locates. “Julie locates” means Illinois Joint Utility Locating Information for Excavators service.

Required Right. “Required Right” means any agreement, conveyance, easement, license, franchise, or permit obtained by County from a government entity or other Third Party governing the terms under which County may access and use public rights-of-way, private property, Structures, and other property for County to use, install, construct, and maintain Cable, Cable

Accessories, and Structures. If the interest held by County in the Fibers is an IRU from a Third Party, that IRU shall be treated as a Required Right.

Route. “Route” means the path or paths on which the Conduit and Cable is located, as identified in Exhibit A.

Structures. “Structures” means towers, poles, conduit, manholes, hand holes, splice cases, and associated civil works on or in which the Cable is located.

Third Party. “Third Party” means any party, person or entity that is not a signatory to this Agreement or an affiliate of a signatory and any party, person, or entity that is not a successor or permitted assignee of the signatories hereto.

2. INCORPORATION OF RECITALS AND EXHIBITS

The above recitals and attached exhibits are incorporated into this Agreement as if fully set forth herein.

3. GRANT OF IRU

Tinley Park hereby grants to County an IRU in the use of Conduit through which to pull Cable as identified in Exhibit A-1, together with an IRU in common with others to use so much of the Associated Property as is reasonably required for the beneficial use of the County’s Cable contained therein.

In exchange County grants to Tinley Park an IRU in the use of conduit and fibers as identified in Exhibit A-2, together with an IRU in common with others to use so much of the Associated Property as is reasonably required for the beneficial use of the County’s Cable contained therein.

The foregoing IRU to use the Conduit and Fibers and Associated Property is subject to the terms, conditions and restrictions set forth in this Agreement.

4. TERM

This Agreement shall continue in full force and effect for the useful life of the Fiber and Conduit or thirty (30) years, whichever is greater, or until such time as both Parties shall agree in writing to a release from the rights and obligations hereby conferred.

5. PREMISES; CONSIDERATION

In consideration of this Grant of IRU, Tinley Park shall provide the County with right of use and access to the Conduit as indicated in Exhibits A-1. County shall provide Tinley Park with right of use to Conduit and Fiber as indicated in Exhibit A-2. County shall fund the installation of Conduit and Fiber as indicated in Exhibits A-1 and A-2. County will pay all Julie locates on the new Conduit as identified in Green on Exhibit A-2. Tinley Park will pay for all Julie locates on the conduit that is existing Tinley Park conduit. The Parties will share pro-rata the costs of any future relocation or maintenance on the conduit identified in green on Exhibit A-2.

6. CONDITIONS OF FIBER USE

The Parties may use the conduit and fiber optic cables for any purpose so long as the use is technologically compatible with the overall use of the County system for communications services, does not interfere with the use of the fibers by County or any Third Party, and each Party exercises its rights in the Conduit, Fiber, hand holes, and Associated Property in compliance with all applicable Federal, State, and local laws, regulations, and codes.

7. OWNERSHIP AND TAXES

A. Title. Tinley Park shall retain title in its previously installed conduit. County shall retain title to any new Structures, Cable, Cable Accessories, Fiber, and Associated Property installed or constructed under this Agreement.

B. Required Rights. Each Party shall comply with the terms and conditions of the Required Rights and neither Party shall take any action, or fail to take a required action, that would constitute a breach of a Required Right.

C. Income Taxes. Each Party agrees that it will be solely responsible for any tax obligations arising from its use of the Fiber.

8. REPRESENTATIONS AND WARRANTIES

A. Common Representations. Each Party represents and warrants that it has full authority to enter and perform this Agreement and that this Agreement does not conflict with any other document or agreement to which it is a party or is bound and is fully enforceable in accordance with its terms.

B. No Express or Implied Warranties or Other Representations. Except as set forth in this IRU Agreement, neither Party makes any warranties or representations, express or implied, about its respective performance or conduct, including but not limited to, the performance of the network and use of the Fiber for any specific purpose.

9. DEFAULT AND REMEDIES

A. Default. A Party shall be in default under this Agreement if the Party fails to perform, in any material respect, any of its obligations as set forth in this Agreement, and such failure is not excused by any provision of this Agreement and continues unremedied for a period of thirty (30) days following written notice from the non-breaching Party, provided that if the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has commenced to cure, there shall be no default so long as the Party thereafter diligently continues such cure to completion.

B. Remedies. Upon the occurrence of a default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement, to pursue any and all legal or equitable remedies it may have against the Party in default including, without limitation, the right to seek injunctive relief to prevent the Party in default from continuing to default its obligations under this Agreement and the right to declare a termination of this Agreement.

10. COVENANT NOT TO SUE

Excluding any action to enforce the terms of this Agreement, each Party hereby covenants and agrees that it shall not sue, institute, cause to be instituted, or permit to be instituted on its behalf, or by or on behalf of its past, present, or future officials, aldermen, commissioners, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, State, or Federal agency, court or other tribunal, against the other, its officers, aldermen, commissioners, employees, attorneys, agents or assigns, arising out of, from, or otherwise relating, directly or indirectly, to this Agreement.

11. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY TERM OR PROVISION OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS MADE UNDER THEORIES OF CONTRACT OR THEORIES OF TORT, INCLUDING STRICT LIABILITY.

12. INDEMNIFICATION

Neither Party shall indemnify or hold harmless the employees or contractors of the other Party under this Agreement.

13. INSURANCE

Cook County, its officials, employees, and agents are to be covered as additional insureds on the Village's Commercial General Liability insurance with respect to liability arising out of work or operations performed by or on behalf of the Orland Park, including materials, parts, or equipment furnished in connection with such work or operations. All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of Cook County.

Any insurance or self-insurance maintained by County shall be excess of Tinley Park's and any of its subcontractors' insurance and shall not contribute to it. No limitation to indemnity applies to liability arising from workers' compensation and employers' liability or the sole negligence, active negligence, or willful acts of Tinley Park and its subcontractors. Tinley Park further agrees to bear without limitation all direct damages arising from or resulting from breach of, default in, or failure to perform, any of the representations, warranties, or covenants given or made by Tinley Park in this Agreement.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Tinley Park's responsibility for payment of damages resulting from its operations under this Agreement, and Cook County maintains the right to modify, delete, alter or change these

requirements upon consultation with Tinley Park and a mutually executed amendment to this Agreement.

13. ASSIGNMENT

A. Assignment. This Agreement may not be assigned by either Party except by the express mutual written consent. Any assignment of this Agreement shall be valid if the assignee agrees in writing to be bound by this Agreement and perform all obligations of the assignor.

B. Agreement Binding; Assignees. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment shall release the assignor from liability under this Agreement.

C. Transfer Less than an Assignment. The County may without the consent of Tinley Park lease, grant an IRU, or otherwise transfer an interest in less than an assignment of this Agreement in all or any portion of the Fibers, Conduit, or other Associated Property provided that such interest shall be subject to all the terms and conditions of this Agreement, and County shall remain the sole point of contact with transferee regarding the Fibers. This includes any transfer of rights for purposes of managing fiber-use on behalf of the County.

14. MISCELLANEOUS TERMS

A. Force Majeure. Neither Party shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond a Party's reasonable control, provided that the event is not caused by that Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war or terrorism, fires, lightning, tornados, floods, epidemics, earthquakes, and riots.

B. No Joint Venture. This Agreement shall not be construed in such a way that either the County or Tinley Park constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. Neither Party shall have the authority to enter into any agreement or assume any liability on behalf of the other Party, nor bind or commit the other Party in any manner, except as expressly provided herein.

C. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and addressed as set forth below. Notice shall be deemed duly given if personally delivered, deposited in the United States mail either registered or certified, or upon receipt of email. Notice given as provided herein does not waive service of summons or process.

Contact Person for County:

Doug Coupland

Director of Telecommunications

118 N. Clark St.

Chicago, Illinois 60602

douga.coupland@cookcountyil.gov

Contact Person for Tinley Park:
Village Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000
pcarr@tinleypark.org.

With Carbon Copy to:
Public Works Director
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5500
jurbanski@tinleypark.org

D. Governing Law and Forum. This Agreement shall be interpreted under, and governed by, Federal and State of Illinois law, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be brought in a court of competent jurisdiction located within Cook County, Illinois.

E. Entire Agreement. This Agreement and its exhibits constitute the entire agreement of the County and Tinley Park with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Tinley Park and the County with respect to the subject matter hereof. The headings of articles, paragraphs, and sections in this Agreement are included for convenience only and shall not be considered by either Party in construing the meaning of this Agreement.

F. Approval Required and Binding Effect. This Agreement between the County and Tinley Park shall not become effective unless appropriately authorized under applicable law. This Agreement constitutes a legal, valid, and binding agreement, enforceable against the County and Tinley Park in accordance with its terms.

G. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless explicitly memorialized in writing and signed by the Party that is claimed to have waived or consented. Such waiver or consent shall not be construed to apply to any subsequent waiver or breach.

H. Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or that by their nature or terms would be reasonably understood to be intended to survive and continue in force and effect after expiration or termination of this Agreement shall remain in force and effect after such expiration or termination.

I. Governmental Immunity. Notwithstanding anything to the contrary set forth in this Agreement, neither the County nor Tinley Park waive any rights or defenses of governmental immunity with respect to any matters arising out of this Agreement or performance hereunder.

J. Interpretation. For purpose of construing this Agreement, unless the context otherwise requires, words in the singular shall be deemed to include words in the plural, and vice versa, and a reference to the County includes the County’s officers, commissioners, employees, attorneys, agents, and assigns, and reference to Tinley Park includes its officers, members, employees, attorneys, agents, and assigns.

K. Modification. This Agreement may not be altered, modified, or amended except by mutually signed written agreement.

L. Additional Actions and Documents. Each Party agrees to take all required actions to execute, acknowledge, deliver, and file any additional documents and instruments necessary to effectuate this Agreement. Further, each Party agrees to exercise best efforts to obtain any necessary consents to fully realize the purpose, terms, and conditions of this Agreement.

M. Construction. The headings of articles and sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The headings do not define or affect the meaning, construction, or scope of any of the provisions of this Agreement. This Agreement has been negotiated by the Parties at arm’s length and each Party has been represented by legal counsel. The Parties agree that any legal or equitable principles suggesting interpretation of this Agreement against the drafter do not apply.

N. Counterparts. This Agreement may be signed in counterparts with the same effect as if all signatures appeared in one instrument. A facsimile or digital transmission of a signature shall be deemed an original signature. Upon request, a Party providing a digital signature shall deliver an original counterpart to the other Party.

O. Severability. If any provision of this Agreement or the application thereof is invalid or unenforceable, the remaining provisions of this Agreement shall remain enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

Cook County

By: _____

Name: _____

Title: _____

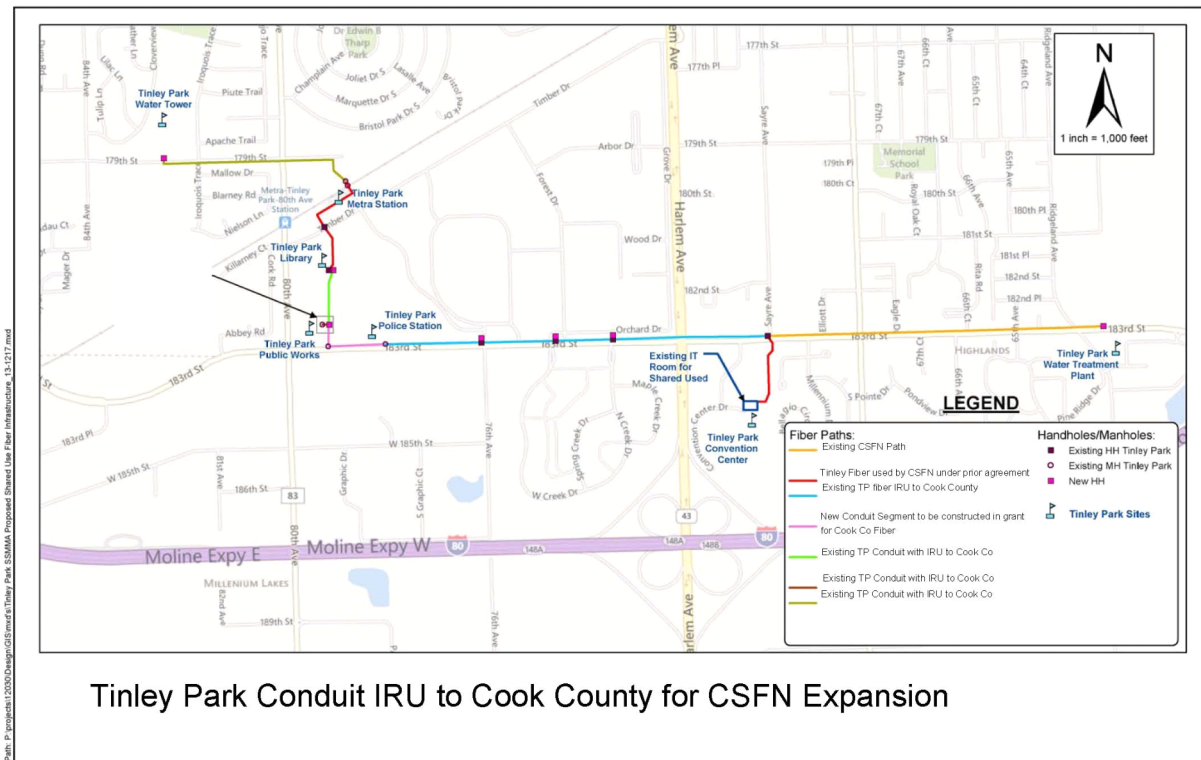
Village of Tinley Park, Illinois

By: _____

Name: _____

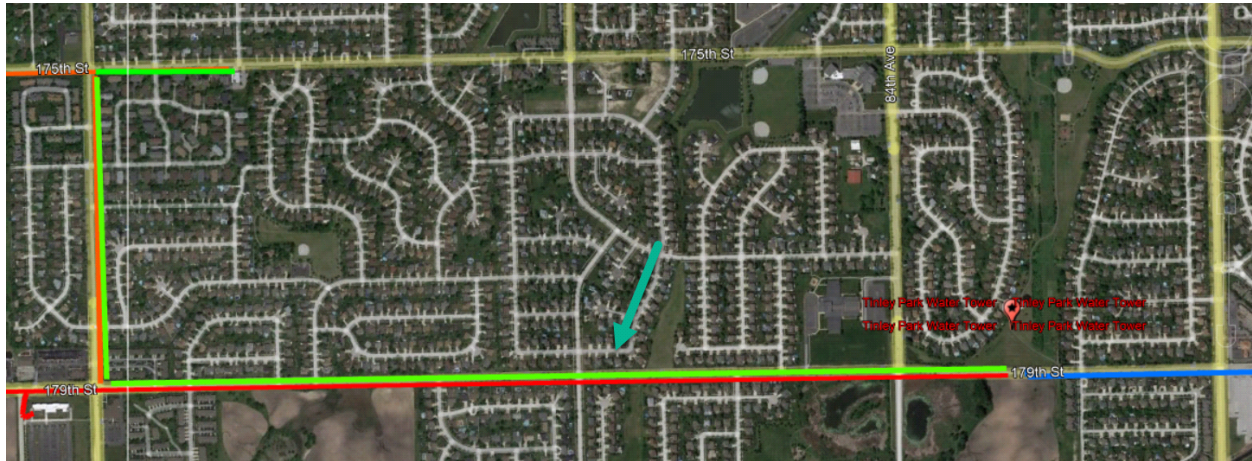
Title: _____

EXHIBIT A-1



County shall be provided an IRU to pull fiber through the existing Tinley Park Conduit identified in Blue, Green, Red, Yellow and to install necessary hand holds as shall be described in final construction prints that shall be attached hereto upon as built completion.

EXHIBIT A-2



Green represents new Conduit and fiber for use by Tinley Park to be installed by County.
(Fiber will be pulled through existing Tinley Park conduit at the water tower location.)



Interoffice

Memo

Date: September 28, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: Post 20 Lift Station Fiber Optic Network - 183rd Street and LaGrange Road Contract Award

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: This work consists of connecting Lift Station Post 20 (183rd St. & LaGrange Rd.) onto the Village fiber optic network by utilizing infrastructure being installed for Fire Station #48 as part of Cook County's Chicago Southland Fiber Network Expansion Project. The fiber optic cable for Lift Station Post 20 will be collocated within the conduit for Fire Station #48 and installed concurrently. Having the Chicago Southland Fiber Network Expansion Project Contractor, Sharlen Electric, install the Post 20 fiber optic cable concurrently avoids significant cost increases, time delays, and logistical obstacles. Although the Village is not competitively bidding the work, Sharlen Electric was awarded the contract for the base bid per the Cook County bidding requirements.

Budget / Finance: Funding is budgeted for in the FY23 Capital Budget (26-00-000-75707).

Total Budget Available:	\$2,500,000.00
Current Lift Station Post 20 Contract Amount:	\$2,035,239.60
Proposal Amount:	\$106,868.48
Contingency Amount (15%):	\$16,030.27
Difference Under Budget:	\$341,861.65

Staff Direction Request:

1. Approve sole source contract with Sharlen Electric Co. in the amount of \$106,868.48 plus \$16,030.27 contingency amount (15%). Total contract amount not to exceed \$122,898.75
2. Direct Staff as necessary.

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.**

- B. 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.**

- C. 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.**