MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 4, 2022, beginning at 5:45 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

5:45 PM	CALL TO ORDER
	PLEDGE OF ALLEGIANCE
	ROLL CALL
<u>ITEM #1</u>	
SUBJECT:	CONSIDER APPROVAL OF AGENDA
ACTION:	Discussion - Consider approval of agenda as written or amended.
COMMENTS:	
ITEM #2 SUBJECT:	CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON DECEMBER 21, 2021.
ACTION:	Discussion: Consider approval of minutes as written or amended.
COMMENTS:	
ITEM #3 SUBJECT:	CONSIDER ADOPTING RESOLUTION 2022-R-006 RECOGNIZING EDDIE DURHAM ON HIS 100 TH BIRTHDAY – Clerk Thirion
ACTION:	Discussion: The Mayor, Clerk, and Village Board recognize Eddie Durham, World War II Veteran, on his 100 th Birthday. This Resolution is eligible for adoption.
COMMENTS:	

ITEM #4

SUBJECT:

ACTION

CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2022-R-002 APPROVING A CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC IN THE AMOUNT OF \$39,000.
- B. CONSIDER ADOPTING RESOLUTION 2022-R-003 APPROVING CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC.
- C. CONSIDER ADOPTING RESOLUTION 2022-R-001 APPROVING THE PURCHASE OF POLICE IN-VEHICLE PRINTERS FROM CDS OFFICE TECHNOLOGIES IN THE AMOUNT OF \$54,892.50.
- D. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$867,521.94 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 24 AND 30, 2021.

ACTION:	Discussion: Consider approval of consent agenda items.
COMMENTS:	
ITEM #5 SUBJECT:	CONSIDER ADOPTING ORDINANCE 2021-O-091 AMENDING THE
	TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING TOBACCO AND NICOTINE RELATED RETAIL USES - Trustee Mueller
ACTION:	Discussion: The Plan Commission discussed the proposed text amendment to the zoning ordinance to regulate tobacco stores at the October 15, 2021, and November 12, 2021, meetings. The Plan Commission voted 5-0 recommending the Village Board amending Chapter 120 "Comprehensive Regulation of Tobacco Products" to increase the minimum required distance to certain institutions. This Ordinance is eligible for adoption.
COMMENTS:	

ITEM	#6
------	----

SUBJECT: CONSIDER ORDINANCE 2022-O-001 GRANTING A SPECIAL USE FOR A

PRELIMINARY PLANNED UNIT DEVELOPMENT AND PRELIMINARY

PLAT FOR THE OAK RIDGE SUBDIVISION - Trustee Mueller

ACTION:

Discussion: DR Horton, Inc - Midwest seeks a Special Use Permit for the Preliminary Approval of the Oak Ridge Planned Unit Development and a Preliminary PUD Plat. The preliminary approvals allow for a residential development with 81 detached single-family homes, 162 attached single-family townhomes, and a 3-acre public park. The PUD will allow the following exceptions to the Zoning Ordinance, reduction of masonry on first floor of the townhome units and an increase in lot coverage of up to a maximum of 40% for the single-family lots. In addition, there is a list of restrictions imposed on the PUD which are listed in the Ordinance attached.

The Plan Commission held a Public Hearing on December 16, 2021, and voted 5-0 to recommend approval of the Special Use and Preliminary Plat in accordance with the listed plans, recommended conditions, and Findings of Fact in the Staff Report. **This Ordinance is eligible for first reading.**

COMMENTS:	

ITEM #7

SUBJECT:

CONSIDER ORDINANCE 2022-O-002 GRANTING A MAP AMENDMENT FOR THE OAK RIDGE SUBDIVISION LOCATED AT RIDGELAND AVENUE AND OAK FOREST AVENUE TO BE REZONED FROM ORI TO THE R-5 ZONING DISTRICT - Trustee Mueller

ACTION:

Discussion: DR Horton, Inc – Midwest, seeks to rezone a portion of the property located at southeast corner of Ridgeland Ave. & Oak Forest Ave. from ORI (Office and Restricted Industrial) to the R-5 (Low-Density Residential) zoning district. The purpose of the rezoning will allow the redevelopment of the site as a Residential Planned Unit Development with 81 detached single-family homes, 162 attached townhome units, and a 3-acre public park.

The Plan Commission held a Public Hearing on December 16, 2021, and voted 5-0 to recommend approval of the Map Amendment in accordance with the listed plans and Findings of Fact in the Staff Report. **This Ordinance is eligible for first reading.**

COMMENTS:	

ITEM #8 SUBJECT:	CONSIDER ADOPTING RESOLUTION 2022-R-004 APPROVING THE PURCHASE OF COMPUTERS AND SOFTWARE FOR POLICE DEPARTMENT VEHICLES FROM HEARTLAND BUSINESS SYSTEMS AND CENTRAL SQUARE - Trustee Brady
ACTION:	Discussion: Approve the purchase of twenty (20) laptops, five (5) year bumper-to-bumper warranty, twenty (20) vehicle docking stations, and ten (10) instances of required 911 dispatch software for the total price of \$105,975.60. This Resolution is eligible for adoption.
COMMENTS:	
ITEM #9	
SUBJECT:	CONSIDER ADOPTING RESOLUTION 2022-R-005 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR THE LAGRANGE ROAD SEWER, WATER MAIN EXTENSION AND LIFT STATION 20 (183RD & OLD LAGRANGE ROAD) - Trustee Mahoney
ACTION:	Discussion: This project consists of the construction of a new lift station including grading, new access driveway, landscaping, approximately 600 lineal feet of 6" force main, 3,200 lineal feet of 12" water main, 2,000 lineal feet of 15" sanitary sewer and other miscellaneous items of work. Project in coordination with Loyola Medical Center development.
	Consider awarding a contract to Steve Spiess Construction, Inc. in the amount of \$2,012,169.60. This item was discussed at the Committee of the Whole meeting held prior to this meeting. This Resolution is eligible for adoption.
COMMENTS:	
ITEM #10 SUBJECT:	RECEIVE COMMENTS FROM STAFF -
COMMENTS:	

ITEM #11 SUBJECT:	RECEIVE COMMENTS FROM THE BOARD -
COMMENTS:	
ITEM #12 SUBJECT:	RECEIVE COMMENTS FROM THE PUBLIC -
COMMENTS:	

ADJOURNMENT

MINUTES OF THE BOARD MEETING OF THE TRUSTEES, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, HELD DECEMBER 21, 2021

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on December 21, 2021. President Glotz called this meeting to order at 7:02 p.m.

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

At this time President Glotz called for a moment of silence in remembrance of Chicago Firefighter MaShawn Plummer who lost his life in the line of duty.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to approve Trustee Mueller's request to participate in the meeting by electronic means pursuant to Section 30.28 of the Village Code. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Sullivan. Nays: None. Absent: None. Abstain: Mueller. President Glotz declared the motion carried.

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

Village President: Michael W. Glotz Village Clerk: Kristin A. Thirion

Trustees: William P. Brady

William A. Brennan Diane M. Galante Dennis P. Mahoney

Michael G. Mueller (Participated electronically)

Colleen M. Sullivan

Absent:

Also Present:

Asst. Village Manager: Hannah Lipman Village Attorney: Paul O'Grady

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

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to approve and place on file the minutes of the regular Village Board Meeting held on December 7, 2021. 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 Sullivan to adopt and place on file **RESOLUTION 2021-R-117 RECOGNIZING THE LINCOLN-WAY MARCHING BAND ON THEIR ACHIEVEMENTS.** The Village Board recognized the Lincoln-Way Marching Band on their achievements in 2021. President Glotz asked if there were any comments from members of the Board or public. There were

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

At this time Trustee Brennan RECOGNIZED TINLEY PARK EMERGENCY MANAGEMENT AGENCY MEMBERS ON THEIR RETIREMENT AND EXEMPLARY VOLUNTEER SERVICE.

Tinley Park recognizes the retirement and exemplary volunteer service to the Tinley Park Emergency Management Agency and the residents of Tinley Park.

- Steve Clemmer 40 years of service 1980-2020
- John Kelly 30 years of service 1990-2020
- Jeff Lynch 22 years of service 1998-2021

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to appoint the following Commissioners for Fiscal Year 2022:

Plan Commission

Andrae M. Marak

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 Sullivan to consider approving the following Consent Agenda items:

- A. CONSIDER APPROVING AN EXCEPTION TO SECTION 2.11 OF THE PERSONNEL MANUAL (DUAL CAPACITY EMPLOYMENT) TO ALLOW ROBERT ACKERMAN, TO HOLD THE POSITIONS OF EMA MEMBER/OFFICER AND BUS DRIVER.
- B. RECEIVE NOTIFICATION OF SALE OF \$8,940,000 GENERAL OBLIGATION BONDS, SERIES 2021A AND \$5,965,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B.
- C. CONSIDER ADOPTING RESOLUTION 2021-R-101 AUTHORIZING THE REGULAR MEETINGS SCHEDULE FOR THE PRESIDENT AND BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE MEETINGS.
- D. CONSIDER RELEASE OF A LETTER OF CREDIT NO. 1042 IN THE AMOUNT OF \$50,340 FOR PUBLIC IMPROVEMENTS COMPLETED FOR UNION SQUARE TOWNHOMES LOCATED AT THE NORTHWEST CORNER OF OAK PARK AVENUE AND 179TH STREET.
- E. CONSIDER ADOPTING RESOLUTION 2021-R-122 APPROVING AN EXPANSION TO AN EXISTING GROUND LEASE AND PCS SITE AGREEMENT AT 7813 183RD STREET.
- F. CONSIDER ADOPTING RESOLUTION 2021-R-119 APPROVING A CONTRACT FOR NETWORK HARDWARE AND SOFTWARE MAINTENANCE WITH MERIDIAN IT INC., IN THE AMOUNT OF 31,708.77.
- G. CONSIDER REQUEST FROM SAINT JULIE BILLIART CATHOLIC CHURCH, TO CONDUCT A RAFFLE THROUGH SUNDAY, JANUARY 16, 2022, WITH THE MAXIMUM VALUE OF

- ALL PRIZES NOT TO EXCEED \$250,000. WINNERS WILL BE DRAWN AT SAINT JULIE BILLIART CATHOLIC CHURCH, 7399 159TH STREET.
- H. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,189,966.57 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 10, AND DECEMBER 17, 2021.

President Glotz asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. A motion was made by Trustee Brennan, seconded by Trustee Mahoney to remove Consent Agenda Item C for a separate vote and amend Resolution 2021-R-101 by removing July 5, 2021, from the Committee of the Whole and Village Board meetings on the 2022 Meeting Schedule. 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 Sullivan to adopt RESOLUTION 2021-R-101 AUTHORIZING THE REGULAR MEETINGS SCHEDULE FOR THE PRESIDENT AND BOARD OF TRUSTEES AND THE COMMITTEE OF THE WHOLE MEETINGS AS AMENDED. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to table Consent Agenda Item E to a future Village Board meeting. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

President Glotz asked if there were any comments from members of the 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 Galante, seconded by Trustee Brennan to adopt and place on file ORDINANCE 2021-O-092 AN ORDINANCE GRANTING A VARIATION TO PERMIT A CORNER FENCE IN A SECONDARY FRONT YARD FOR A CERTAIN PROPERTY LOCATED AT 16050 76TH AVENUE. The Petitioner, Sergio Gonzalez, is seeking a Variation from the Zoning Ordinance to permit a 6-foot high privacy-style fence to encroach 25 feet into the required secondary front yard of their property.

The Plan Commission held a Public Hearing on December 2, 2021, and voted 7-0 to recommend approval of the Variation request 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 Brennan, seconded by Trustee Mahoney to adopt and place on file **RESOLUTION 2021-R-121 APPROVING A RENEWED COOK COUNTY ASSESSMENT CLASSIFICATION 8 FOR PROPERTY AT 7320 DUVAN DRIVE (JOHN KACZMARSKI).** The Village originally adopted a Resolution in 2012 approving the Class 8 request because the property had been vacant for eight years and needed significant investment to upgrade the building to current codes. Since then, the owner has had Lawn-Tech Ltd. as a tenant and in order to retain them, the continued tax relief is needed.

December 21, 2021

The Economic Commercial Commission reviewed this request at their December 13, 2021, regular meeting and recommended unanimous approval. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, 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 place on first read **ORDINANCE** 2021-O-091 AMENDING THE TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING TOBACCO AND NICOTINE RELATED RETAIL USES. The Plan Commission discussed the proposed text amendment to the zoning ordinance to regulate tobacco stores at the October 15, 2021, and November 12, 2021, meetings. The Plan Commission voted 5-0 recommending the Village Board amending Chapter 120 "Comprehensive Regulation of Tobacco Products" to increase the minimum required distance to certain institutions. President Glotz asked if there were any comments from members of the Board or public. Planner Lori Kosmatka presented an overview of this amendment. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to adopt and place on file ORDINANCE 2021-O-089 APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK MUNICIPAL CODE PERTAINING TO TITLE III CHAPTER 31 SECTION 105.

This Ordinance amends the reporting structure for the position of Treasurer, and also permits the Treasurer's title to be used interchangeably with the term Finance Director. Similarly, it permits the Assistant Treasurer title to be interchangeable with Assistant Finance Director. This item was discussed at the Committee of the Whole 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 Brennan, seconded by Trustee Mahoney to adopt and place on file ORDINANCE 2021-O-088 APPROVING CERTAIN TEXT AMENDMENTS TO THE VILLAGE OF TINLEY PARK MUNICIPAL CODE PERTAINING TO AUTHORIZED DEPOSITORIES AND **SIGNATORIES.** This Ordinance adds the Village Manager as an authorized Village signatory. This item was discussed at the Committee of the Whole 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 Brennan, seconded by Trustee Mahoney to adopt and place on file ORDINANCE 2021-O-090 AMENDING THE PAY SCALES AND FRINGE BENEFITS ESTABLISHED FOR THE FISCAL YEAR ENDING APRIL 30, 2022. It is recommended that certain position and pay changes are made to the current pay scale and fringe benefit pay Ordinance 2021-O-070. This item was discussed at the Committee of the Whole prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. Trustee Galante inquired as to the cost of these amendments annually, in particular the SCADA Engineer position. She asked why asked are these amendments coming to the Board at this time. Assistant Village Manager stated the cost is approximately \$9,800 annual for the SCADA Engineer position and Fiscal Year 23 budget discussions did contribute to these amendments. Village Manager noted that 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 Sullivan to adopt and place on file RESOLUTION 2021-R-118 PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO **SANTA CLAUS IN THE VILLAGE OF TINLEY PARK.** This Resolution would allow the necessary approvals for Santa Claus to land in Tinley Park as often as deemed appropriate. 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.

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

Assistant Village Manager Lipman congratulated Eileen and Andy Scholz on their retirement from the Village.

Community Development Director Clarke stated that there has been interest in a new restaurant to file the vacant property former held by Tribes Alehouse at 9501 171st Street.

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

The Mayor, Clerk, and Trustees wished everyone Happy Holidays.

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

Brad Bettenhausen congratulated Eileen Scholz on her retirement from the Village.

Motion was made by Trustee Brennan, seconded by Trustee Mahoney to adjourn the Village Board meeting at 7:46 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.

	A	PPROVED:
ATTEST:		Village President
Village Clerk		

ND 4 1/4/2022 VIII A GE OF TINI EV
CONSIDER RECOGNIZING EDDIE DURHAM ON HIS 100TH BIRTHDAY CLERK THIRION

1

Α



Date: December 22, 2021

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Enter into agreement with DACRA Tech LLC and Violations Payment.com LLC for

electronic ticket solution with web payment.

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

<u>Description:</u> Enter into an agreement with DACRA Tech LLC and Violations Payment.com LLC for electronic ticket solution with web payment.

<u>Background:</u> The Police currently handwrite moving violation tickets on paper. Copies of the ticket are provided to the violator and the appropriate police records staff. The records staff manually enter in the violation information into our court system which will then produce a docket for adjudication (if applicable). Payments for all violations require physically visiting a Village facility.

The current process is inefficient, susceptible to human error, inconvenient for customers and unable to be governed by strict data standards.

Dacra Tech solution will allow the officer to enter in the violation data on their laptop then print this information via an in-car printer. The Dacra solution will replace our adjudication software and will significantly reduce any work effort from the police records staff since the information will automatically be populated via the officer's entry made in the field.

While customers can still pay their violation in-person at a Village facility the agreement with Violations Payment.com LLC will provide a website where violation payments can be paid. If a customer pays online they will be charged a convenience fee. Payments made via the web are subject to a transaction fee of 1.77%, this is not passed on to the customer.

The implementation cost of \$15,000 includes staff training and an interface to push financial data into our ERP system electronically. The ongoing cost of \$2,000/month includes an allowance for 600 citations, maintenance costs and hosting fees. The cost for each ticket above the 600 allowance is \$3.00 per citation.



<u>Budget/Finance</u>: Funding is budgeted and available in the approved FY22 capital budget via funds allocated for the E-Ticket project line item.

<u>Staff Direction Request:</u> Enter into an agreement with Dacra LLC for an e-ticket solution with the cost of \$39,000. Enter into an agreement with Violations Payment.com LLC to provide a web portal for online payments for Dacra e-ticket violations.

Attachments:

- 1. Software service license agreement with Dacra LLC
- 2. Agreement for web-based payment services with Violations Payment.com LLC



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-002

A RESOLUTION APPROVING A CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC IN THE AMOUNT OF \$39,000.

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

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

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

RESOLUTION NO. 2022-R-002

A RESOLUTION APPROVING A CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC IN THE AMOUNT OF \$39,000.

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 agreements with DACRA Tech LLC and Violations Payment.com LLC (VPCI), a true and correct copy of such Agreements 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 Agreements 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.

<u>Section 2</u>: 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 "Agreements" be entered into and executed by said Village of Tinley Park, with said Agreements to be substantially in the form attached hereto and made a part hereof as <u>EXHIBIT 1</u>.

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 Agreements.

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

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

on a roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	
APPROVED this 4th day of January	y, 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, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-002, "A RESOLUTION APPROVING A CONTRACT FOR ELECTRONIC TICKETING AND ONLINE PAYMENT WITH DACRA LLC AND VIOLATIONS PAYMENT.COM LLC IN THE AMOUNT OF \$39,000.," which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 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 January, 2022.

VILLAGE CLERK	





AGREEMENT FOR WEB-BASED PAYMENT SERVICES Village of Tinley Park

This Agreement is dated this <u>22nd day of December 2021</u>, and shall be effective on the date this Agreement is executed (the "Effective Date") by and between <u>Violations Payment.Com LLC</u> ("VPCI"), a Delaware limited liability company, and the <u>Village of Tinley Park</u> ("Municipality"), an Illinois municipal corporation.

WHEREAS, the Municipality has adopted an administrative adjudication system for enforcement of certain of its ordinances; and

WHEREAS, the Municipality licenses software to operate its administrative adjudication system from DACRA Tech LLC ("DACRA"); and

WHEREAS, prior to, or upon conclusion of the administrative adjudication process, fines are owed and/or paid, by certain violators, to the Municipality; and

WHEREAS, the Municipality is desirous of facilitating the payment of these fines online by violators; and

WHEREAS, VPCI operates a website for the purpose of allowing credit card payment of fines by violators over the internet; and

WHEREAS, the Municipality wishes to make use of VPCI's website for payment of fines by violators as originated pursuant to the separate DACRA agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties hereby agree as follows.

- 1. Provided that the Municipality provides access to its information systems, within 10 days after execution and delivery of this Agreement to VPCI, VPCI will configure its website so that violators may pay fines or other fees owed to the Municipality, as generated pursuant to the DACRA agreement by credit card, at that website. During the time that this Agreement and any extensions thereof are in effect, the Municipality agrees to maintain on its website, a link to the VPCI website used for payment of fines and other fees.
- 2. VPCI has entered into a Merchant Services Agreement with Chase Bank (Chase Merchant Services) to process any credit card payments which are made at the website. The website will accept payment by VISA, Discover and MasterCard, but continued acceptance of those, or other credit cards, during the term of this Agreement shall be subject to the sole discretion of VPCI; as is any decision by VPCI to change processing banks.

- 3. The transaction fee charged by Chase, or any other processing bank, which at the outset is 1.77% of the amount paid, shall be deducted from the Municipality's share of any amount paid at the website. Any such transaction charges, as well as other charges such as chargeback actions by the card holder, will be adjusted, as necessary, for increases or decreases by the processing bank. Notice of any such changes will be given to the Municipality prior to implementation, provided that sufficient notice is received from the processing bank.
- 4. It is agreed and understood that VPCI will charge a convenience fee to any person making payment at the website, and any such fees will be retained by VPCI in consideration of maintaining the website.
- 5. The term of this Agreement shall be for a period of one year from the date first written above (the "Initial Term"). Unless either party gives written notice of termination to the other at least 60 days prior to the expiration of the initial term or any extended term, then this Agreement shall remain in full force and effect for additional one-year terms (each a "Renewal Term" and collectively the "Renewal Terms"). The Initial Term and all Renewal Terms shall collectively be referred to as the "Term").
- 6. Payment of amounts due to the Municipality will be made at least monthly from the account established by VPCI at the credit card payment processing bank. It is the responsibility of the Municipality to provide VPCI with accurate and current wiring or electronic payment instructions for the payments to be made to the Municipality.
- 7. The Municipality agrees to hold VPCI harmless from any and all claims due to the acts or omissions of third parties related to the processing and payment of amounts due to the Municipality from credit card payments made through the website.
- 8. While VPCI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of VPCI. The Municipality agrees that VPCI shall have no liability for downtime of the website unless caused by VPCI's own willful conduct.
- 9. Any notice which any party may desire or may be required to give to any other party shall be in writing and shall be delivered (a) personally, (b) via facsimile, (c) sent by United States registered or certified mail, return receipt requested, or (d) sent by overnight express courier, postage prepaid, and the same shall be effective upon (e) receipt if delivered personally (or upon refusal of acceptance if personal delivery is attempted), (f) transmission if delivered via facsimile; provided () that an electronic confirmation of such transmission evidences delivery prior to 5:00 p.m. Central time on a business day (ii) and the original notice is sent by mail the next business day, otherwise such notice shall be effective the next business may, or (iii) two (2) business days after deposit in the mails, if mailed, or (iv) one (1) business day after deposit with an overnight express

courier. All notices, demands and other communications must be addressed to a party at its address set forth below or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to VPCI, to:	If to the Municipality:
Violations Payment.com LLC	Village of Tinley Park
10275 W. Higgins Rd., Suite 490	16250 S. Oak Park Ave.
Rosemont, IL 60018	Tinley Park, IL 60477
Attn: General Counsel	
Email:	Attention:
Bobby.Schur@DACRATech.com	
	Email:

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date written below.

Village of Tinley Park	Violations Payment.Com LLC
	Rdul (Schur
Name:	Robert L. Schur
Its:	Its: Chief Executive Officer
Date:	December 23, 2021





Village of Tinley Park DACRA Tech's MUNICIPAL ENFORCEMENT SERVICE Software Service License Agreement

This Software Service License Agreement is dated December 15, 2021 and shall be effective on the date this Agreement is executed (the "Effective Date") by and between <u>DACRA Tech LLC</u> ("DACRA"), 10275 W. Higgins Rd, Suite 490, Rosemont, IL 60018, and the <u>Village of Tinley Park</u> ("Tinley Park" or "Municipality"), 16250 S. Oak Park Ave, Tinley Park, IL 60477, to access the DACRA Tech Municipal Enforcement System (the "Service") under the following terms and conditions, (the "Agreement").

1. <u>Incorporation of Recitals</u>: The foregoing recitals are herein incorporated herein in this paragraph as if set forth herein in their entirety.

2. Set-Up, Configuration, Training, Updates and Ongoing Support Fee:

In exchange for the set-up and configuration of the Service, staff training, updates and ongoing support services, Municipality shall pay a fee of \$10,000.

3. Monthly Service Fee - Price Locked During Initial Term:

Upon execution of this contract, and in exchange for the licensed use of the Service, Municipality will be billed a Monthly Service Fee calculated by totaling the Base Monthly Licensing Fee and the Per Citation Fee for citations issued that month as follows:

Base Monthly Licensing Fee	\$2,000.00
Per Citation Fee:	
First 600 Adjudication / Warning / State / Tow Receipt Citations	Included
Issued That Month	
Each Additional Adjudication / Warning / State / Tow Receipt	¢2.00
Citation Issued That Month in Excess of 600	\$3.00

4. <u>API/Interface Set-Up, Configuration Fee(s):</u>

- a. Web-Pay Interface: The DACRA web-pay interface that will transfer citation data, fine amounts, and transaction information to Violations Payment.com LLC ("VPCI") is included pursuant to the requirements of the separate agreement between Municipality and VPCI.
- b. Collection's interface: The DACRA interface that will transfer data to Municipal Collection Services LLC shall be included at no additional fee.

5. Additional Services (Optional):

a. Finance/ ERP Interface: The fee for configuring and set-up of the DACRA API interface to push citation financial data from DACRA to Tyler Eden is \$5,000. For clarification, the interface will be a daily export of payments received and recorded in the Service.

b. LEADS Interface: The fee for development, configuration and set-up of the DACRA LEADS interface that will import LEADS data from Municipality's LEADS provider (Central Square – One Solution) shall be determined after review of the scope. Notwithstanding the forgoing, Municipality shall "cut & paste" for the transfer of the data into the Service. DACRA staff will assist in establishment of the workflow and the training of the various users. However, DACRA cannot guarantee that this method will work during the Term.

6. Term:

The Initial Term of this Agreement shall be one (1) year and shall commence upon the Effective Date. After the Initial Term, the Agreement shall automatically renew in successive periods of one (1) year each, unless either party serves written notice to the other 90 days prior to the end of the relevant Term then in effect. All terms and conditions shall remain unchanged during the renewal term(s) except that the Service Fee, as outlined herein, shall increase 4.5% for each renewal term. (The Initial Term and any successive renewal terms shall collectively be referred to as the "Term")

7. Software License Agreement Terms and Conditions:

This Agreement incorporates the additional Software Service License Agreement Terms and Conditions set forth following the mutual execution page as if set forth herein in this Agreement in their entirety.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement signed and transmitted by a party by electronic transmission, including but not limited to PDF, shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

{The remainder of this page intentionally left blank}

IN WITNESS WHEREOF, the Parties have signed this Agreement, as of the date written below.

Village of Tinley Park:	DACRA Tech LLC:
Ву:	By: Roull-Solur
Print Name:	Print Name: Robert Schur
Title:	Title: Chief Executive Officer
Date:	Date: December 23, 2021

DACRA Tech MUNICIPAL ENFORCEMENT SERVICE Software Service License Agreement Terms and Conditions

A. Agreement Definitions

"Municipality" and "You" and "Your" refers to the entity that has executed this Agreement. Software as a service consists of system administration, system management, and system monitoring activities that DACRA performs for its Municipal Enforcement System (collectively, the "Services"). The term "Program Documentation" refers to materials provided by DACRA as part of the Services. The term "Adjudication System" refers to the software products owned or distributed by DACRA to which DACRA grants You access as part of the Services. The term "Users" shall mean those individuals authorized by You or on Your behalf to use the Services.

B. Rights Granted

Upon mutual execution of this Agreement, You have the nonexclusive, non-assignable, royalty free, worldwide limited license (the "License") to use the Services during the Term solely for Your municipality's ordinance and code compliance purposes and subject to the terms of the Agreement (the "Purpose"). You may allow Your Users to use the Services solely for this Purpose and You are responsible for Your Users' compliance with the Agreement. You acknowledge that DACRA has no delivery obligation and will not ship copies of the software that runs the Service to You as part of the Services. You agree that You do not acquire under the Agreement any right to use the Service beyond the scope or the duration of the Term of this Agreement. Upon the end of the Term, Your right and License to access and/or use the Services shall terminate.

C. Third-Party Agreements

It may be necessary for You to enter into additional contracts at Your expense, with third-party vendors in order to use and/or maximize some of DACRA's features such as the Municipality's online payment processor or the Municipality's CAD System. DACRA has no control and is not liable with respect to the services provided to You by third-party vendors and any price increases from such third-party vendors shall be Your responsibility.

D. Your Data

You retain all ownership in and to Your Data. The term "Your Data" refers to the all citation and hearing data collected on behalf of You with respect to the Services. As part of DACRA's Services, reciprocal access to Your Data is provided to authorized DACRA users in other municipalities, in return for allowing Your authorized Users to access similar data in such participating municipalities. You may opt out of this reciprocal data sharing arrangement by providing written notice to DACRA. Upon termination of the Agreement, and upon Your written request, DACRA will provide You an electronic copy of Your Data within sixty days after the effective date of termination.

E. DACRA's Intellectual Property

DACRA or its licensors retain all ownership and Intellectual Property Rights to the Services and to its Service. DACRA retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement,

including any future developments thereof, regardless of whether You, or any of Your employees or agents, had any input or in any way assisted in any such new development. You may not:

- Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted by DACRA;
- Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any of the Program Materials, except for the use of Your authorized Users; and,
- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any
 part of the Services (the foregoing prohibition includes but is not limited to review of
 data structures or similar materials produced by programs).

As utilized herein, the phrase "Intellectual Property Rights" shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the "USPTO", through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or The Defend Trade Secrets Act of 2016.

Further Assurances. You further agree at any time in the future and upon request by DACA, to execute any further documentation as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph E including, without limitation, any Assignment to DACRA or waiver by You of Intellectual Property Rights.

F. Pricing and Billing

After the expiration of the Initial Term, DACRA reserves the right once per year during each year of the Term to increase the Monthly Service fee by such other amount as may be specified by DACRA in a written notice should DACRA determine that the scope of the Agreement has changed. You agree to remit full payment of DACRA's invoices within fourteen (14) days of receipt. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that DACRA must pay based on the Services, except for taxes based on DACRA's income. For any partial month during the Term, the Base Monthly Licensing Fee shall be prorated based on the number of days that the Services were provided for such month. DACRA may audit Your use of the Services. You agree to cooperate with DACRA's audit and provide reasonable assistance and access to information.

G. Termination

DACRA may immediately suspend Your License and Your password, account, and access to or use of the Services (i) if You fail to pay any sums due DACRA under the Agreement within ten days after written notice from DACRA of the payment default, or (ii) if You violate any other provision of this Agreement and you do not cure said default within thirty days after written notice from DACRA. Regardless of the reason for the termination of this Agreement, you agree to pay all fees due DACRA hereunder.

H. Limitation of Liability

DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT DACRA WILL CORRECT ALL SERVICE ERRORS. ACKNOWLEDGE THAT DACRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DACRA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. IN THE EVENT THERE IS A SERVICE INTERRUPTION WHICH LASTS MORE THAN 24 HOURS DUE TO THE FAULT OF DACRA, DACRA WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY SERVICE FEE FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO DACRA, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND DACRA'S SOLE LIABILITY, FOR ANY BREACHES OF THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVCIES OR THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (THE "LIMITATION OF LIABILITY"). ANY DAMAGE AWARDED IN YOUR FAVOR AGAINST DACRA SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY. PRIOR TO TAKING ANY LEGAL ACTION ARISING UNDER IN WHOLE OR PART UNDER THE TERMS OF THE AGREEMENT, YOU HEREBY AGREE TO PROVIDE DACRA WITH NOT LESS THAN 60 DAYS ADVANCE WRITTEN AND AGREE TO MAKE BEST EFFORTS TO RESOLVE SAID DISPUTE OR CLAIM PRIOR TO FILING FORMAL LEGAL ACTION IN THE CONTEXT OF ARBITRATION OR OTHERWISE.

No Personal Liability. No advisor, trustee, director, officer, partner, member, manager, employee, beneficiary, shareholder, participant, attorney, or agent of DACRA shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. You hereby agree to look solely to DACRA in connection with any actual or potential claim arising in whole or in part out of or in any manner relating in whole or in part to the Services and/or this Agreement.

I. Other

- 1. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- 2. DACRA may assign this Agreement by providing written notice of the assignee who will

assume DACRA's obligations under this Agreement. You may not assign this Agreement without DACRA's prior written consent.

- 3. You shall obtain at Your sole expense any rights and consents from third-parties necessary for DACRA and its subcontractors to perform the Services under the Agreement.
- 4. This agreement shall be interpreted in accordance with and governed by the laws of the State of Illinois without regard to the State's choice of law provisions. Any dispute under this Agreement shall be resolved exclusively in the Circuit Court of Cook County, Illinois as the sole and exclusive jurisdiction and venue. The prevailing party in such litigation shall be permitted to collect reasonably attorney's fees and court costs from the non-prevailing party.
- 5. Except for actions for nonpayment or breach of DACRA's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- 6. Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.
- 7. You agree that DACRA may identify You as a recipient of Services in sales presentations and marketing materials.
- 8. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- 9. You agree that this Agreement is the complete agreement for the services ordered by You, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. This Agreement may not be modified in any way except in writing signed by authorized representatives of You and DACRA.



Date: December 27, 2021

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Enter into agreement with Municipal Collection Services LLC to collect unpaid fines

for municipal violations.

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

<u>Description:</u> Enter into an agreement with Municipal Collection Services LLC to collect unpaid fines for municipal violations.

<u>Background:</u> With the planned implementation of electronic ticketing through Dacra the Village will have the ability to integrate a collections service with the new application.

This agreement will allow Municipal Collection Services to electronically receive information from our e-ticketing solution regarding unpaid fines for municipal violations which have been properly issued and processed through our adjudication system.

The term of the contract is 36 months. Municipal Collection Services will take 28% of the balance of the amount collected on each debt.

<u>Budget/Finance</u>: There is no cost to the Village to enter into this agreement, Municipal Collection Services receives 28% of the balance of the amount collected on each debt.

<u>Staff Direction Request:</u> Enter into an agreement with Municipal Collection Services LLC to collect unpaid fines for municipal violations.

Attachments:

1. Agreement for Collection Services between Village of Tinley Park and Municipal Collection Services LLC.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-003

A RESOLUTION APPROVING CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC

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

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

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

Village Clerk

RESOLUTION NO. 2022-R-003

A RESOLUTION APPROVING CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered agreement with Municipal Collection Services LLC, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

<u>Section 2</u>: 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 <u>EXHIBIT 1</u>.

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.

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

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

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-003, "A RESOLUTION APPROVING CONTRACT FOR COLLECTIONS OF UNPAID FINES FOR MUNICIPAL VIOLATIONS WITH MUNICIPAL COLLECTION SERVICES LLC," which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 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 January, 2022.

VILLAGE CLERK	





Agreement for Collection Services between Village of Tinley Park and Municipal Collection Services LLC

This AGREEMENT made this **22**nd **December 2021** and shall be effective on the date this Agreement is executed (the "Effective Date"), by and between <u>Municipal Collection Services LLC</u>, a Delaware limited liability company (hereinafter referred to as "MCSI"), and the <u>Village of Tinley Park</u> an Illinois Municipal Corporation, 16250 S. Oak Park Ave, Tinley Park, IL 60477 (hereinafter referred to as the "Municipality").

WITNESSETH

WHEREAS, MCSI is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, the Municipality wishes to list certain debts owed to the Municipality with MCSI for collection, and;

WHEREAS, MCSI possesses the personnel, experience, expertise and equipment to effectively aid the Municipality in collecting its debts through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1.00 DEBTS LISTED FOR COLLECTION

- **1.01** The Municipality agrees that all of its unpaid fines for municipal violations which have been issued and processed pursuant to its administrative adjudication system where "determination orders" or "findings, decisions, and orders" have been entered by the Municipality, will be listed for collection with MCSI. The Municipality may list other debts or fines for collection with MCSI, during the term of this Agreement, and any fines or other debts listed for collection shall be hereinafter collectively referred to as "**DEBT**" or "**DEBTS**".
- **1.02** The Municipality agrees that the DEBTS will be collected and administered pursuant to all of the terms and conditions contained in this Agreement.
- **1.03** All DEBTS will be forwarded to MCSI, using the forms and procedures that are designated by MCSI, from time-to-time.

1.04 Upon request of MCSI, the Municipality will provide certified copies of documents necessary for use of MCSI in collection of the DEBTS. The Municipality and MCSI agree that in order for MCSI to effectively collect the DEBTS and provide accurate records of collection activity, to the Municipality, including, but not limited to, amounts collected, accounts closed, and other dispositions of DEBTS; MCSI requires access to the Municipality's administrative adjudication database. The Municipality hereby agrees to allow MCSI such access, subject to reasonable security measures.

2.00 COLLECTION OF DEBTS

- **2.01** MCSI agrees to use its best efforts and any lawful means, which in its sole judgment and discretion, that it believes will result in the collection of DEBTS.
- 2.02 MCSI may pursue court action to obtain/perfect civil judgments upon agreement with Municipality based on the collective judgment and that such actions are advisable and may aid in the collection of the DEBTS. The Municipality will provide any additional documents which may be necessary for such court action, and will cooperate with MCSI, as necessary, to pursue court action. In the event that MCSI incurs any costs, including but not limited to court fees & legal fees ("Court Action Fees"), the Court Action Fees shall be reimbursed from the first monies collected and then the relevant fees, as outlined herein, shall be applied. In the event that the legal action does not result in any monies collected, in the sole discretion of MCSI, Municipality shall reimburse MCSI for all Court Action Fees. Notwithstanding anything to the contrary, Court Action Fees shall not include internal MCSI staff time.
- **2.03** In compliance with Illinois law, no DEBT will be referred to an attorney for court action without five days prior written notice to the Municipality of MCSI's intention to do so.
- **2.04** If requested by the Municipality, and in its efforts to collect DEBTS, MCSI will assist the Municipality in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCSI, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

3.00 COMPENSATION

- **3.01** No fees will be payable to MCSI by the Municipality until such time as any money is collected on DEBT.
 - **3.02** At such time as any money is collected, MCSI shall be paid as follows:
 - **3.02.1** MCSI will be entitled to any costs awarded by a court in the collection of DEBTS. If no additional expense amount is awarded for such costs, this Section 3.02.1 will not apply.

- **3.02.2** Twenty-eight percent (28%) of the balance of the amount collected on each DEBT that is not a redlight camera debt.
- **3.02.3** MCSI's fee for any services relating to the collection of debts arising from automatic violation issuing systems ("RedLight Camera Tickets") MCSI's fee shall be thirty-five percent (35%) of the amount collected.

4.00 COLLECTION AND PAYMENT

- **4.01** MCSI shall have the exclusive right to collect the DEBTS until such time as it chooses, in its sole direction, to return any DEBT to the Municipality. Any inquiries received by the Municipality concerning any DEBT; including attempts to make payments thereon, shall be referred at the earliest possible time to MCSI.
- **4.02** MCSI will deposit any money collected in a separate segregated funds bank account established for that purpose.
- **4.03** After deduction of its fees, and costs allowable by this Agreement, MCSI will forward to the Municipality, its share of any amounts collected. Remittance to the Municipality will be made by the 17th of the month for any amounts collected by the last day of the preceding month.
- **4.04** In the event that any funds are paid to, or collected by the Municipality on any DEBTS, the Municipality will report such collections to MCSI daily for accounting under this Section, and MCSI may deduct its fees and allowable costs, on those DEBTS, from the amount that would otherwise be due to the Municipality under Section 4.03.

5.00 SETTLEMENT OF DEBTS

- **5.01** the Municipality hereby authorizes MCSI to compromise or reach negotiated settlements on any DEBT. However, unless otherwise authorized by THE MUNCIPALITY in writing, any such settlement shall be in conformance with the minimum amounts set forth herein. The parties agree that no DEBT will be settled, negotiated or compromised for less than fifty percent (50%) of the amount due, unless mutually agreed upon, in writing, between MCSI and the Municipality.
- **5.02** Should the Municipality desire to engage in an amnesty campaign, MCSI, at the request of the Municipality, shall assist with the program and shall provide to the Municipality a summary of costs (letter / postcard mailing, etc.) for the amnesty program to be paid by the Municipality. MCSI shall only be entitled to the compensation based on the amount collected.

5.03 Should the Municipality make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect DEBTS, then MCSI shall be entitled to payment of its fee in full, as delineated in this Agreement, based on the full amount of the DEBT, as listed.

6.00 INDEMNIFICATION

- **6.01** MCSI agrees to indemnify and hold the Municipality harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions of the officers, agents, servants or employees of MCSI during the term of this Agreement. Conversely, the Municipality agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions, of the Municipality, its officers, agents, servants or employees.
- 6.02 Further, THE MUNCIPALITY warrants and represents to MCSI that any Debt listed for collection will be a legal and valid debt owed to the Municipality, that has not been discharged in bankruptcy. The Municipality also warrants and represents that it will immediately notify MCSI of any notice of bankruptcy received relative to any DEBT and that it will also immediately inform MCSI of any payments of DEBTS received by the Municipality. In addition to the indemnities listed above, the Municipality agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", the Illinois "Collection Agency Act", the Federal Bankruptcy Code, or any other similar consumer protection law, due to the breach of these warranties and representations.

7.00 TERM

- **7.01** The term of this Agreement is for a period of 36 months from the date first written above ("Initial Period"). However, this Agreement shall continue, under the same terms and conditions, for additional periods of 12 months ("Extension Period(s)") unless either party gives written notice to the other, at least 90 days prior to the end of the Initial Period or any Extension Period, that the party is terminating this Agreement at the end of the Initial Period or the then current Extension Period. (The Initial Period and all Extensions Period(s) shall collectively be referred to as the "Term").
- **7.02** Notwithstanding a notice of termination given by either party, the Municipality's obligation to list DEBTS with MCSI for collection shall continue until the termination of this Agreement.
- **7.03** In the event of termination of this Agreement by either party, MCSI shall retain its exclusive right to collect any DEBTS listed prior to the end of this Agreement, until such time as it elects to return any such DEBTS to the Municipality, as provided under the terms of this

Agreement; and the terms of this Agreement shall remain in full force and effect with respect to collection by MCSI of these retained DEBTS.

- **7.04** At least once per year, MCSI will return to the Municipality such DEBTS which it determines, in its sole judgment and discretion, to be uncollectible.
- 7.05 Notwithstanding anything herein to the contrary, in the event that MCSI is unable or unwilling to perform its obligations under this Agreement (e.g., a change in Illinois law or procedures regarding collections or collection information or failure to collect on the Debts), Municipality may serve a notice of termination to MCSI, in writing outlining the specific circumstances as to the cause (the "Notice of Intent to Terminate for Cause"). MCSI shall have 14 days to respond with information and/or documentation responding to the Notice of Intent to Terminate for Cause. If within the following 30 days, MCSI does not cure the specifics as outlined in the Notice of Intent to Terminate for Cause, Municipality shall have the right to terminate this Agreement.

8.00 NOTICES

8.01 Any notices to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated, notices shall be sent as follows:

If to MCSI: Municipal Collection Services LLC

10275 W. Higgins Rd. Suite 490

Rosemont, IL 60018 Attn: General Counsel

If to the Municipality: Village of Tinley Park

16250 S. Oak Park Ave Tinley Park, IL 60477 Attn: Village Manager

9.00 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties. This Agreement may only be altered or modified by written instrument signed by both parties.

10.00 Execution

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement signed and transmitted by a party by electronic transmission, including but not limited to PDF, shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date written below.

Village of Tinley Park	MUNICIPAL COLLECTION SERVICES LLC	
Ву:	By: Rdull Schur	
Name:	Name: <u>Robert L. Schur</u>	
lts:	Its: <u>Chief Executive Officer</u>	
Date:	Date: December 23, 2021	



Date: December 22, 2021

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Purchase of Police in-vehicle printers

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

<u>Description:</u> Approve the purchase of 65 printers, five (5) year warranty, 65 powered mounting stations, 65 power car adapters, and various cables for connectivity.

Background: With the implementation of an electronic ticket system police need to provide citation information to violators in the field. This purchase will ensure all relevant police vehicles will be equipped with a printer capable of printing citation and other relevant information.

In order to receive lowest pricing three vendors were sent specifications regarding the devices and each submitted a quote. In addition an alternative printing make/model was also considered to ensure the selected solution was the most budget conscious.

The lowest cost was provided by CDS Office Technologies and was \$54,892.50

<u>Budget/Finance</u>: Funding is budgeted and available in the approved FY22 capital budget via funds allocated for the E-Ticket/Dacra Software project line items.

<u>Staff Direction Request:</u> Award the purchase of 65 printers, five (5) year warranty, 65 powered mounting stations, 65 power car adapters, and various cables for connectivity to CDS Office Technologies with the cost of \$54,892.50

Attachments:

- 1. Competitive quotes for in-car printer solution
- 2. Best and Final price offering from CDS Office Technologies





THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-001

A RESOLUTION APPROVING THE PURCHASE OF POLICE IN-VEHICLE PRINTERS FROM CDS OFFICE TECHNOLOGIES IN THE AMOUNT OF \$54,892.50

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

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

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

Village Clerk

RESOLUTION NO. 2022-R-001

A RESOLUTION APPROVING THE PURCHASE OF POLICE IN-VEHICLE PRINTERS FROM CDS OFFICE TECHNOLOGIES IN THE AMOUNT OF \$54,892.50

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a quote with CDS Office Technologies, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 4th day of January, 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 January, 2022	, by the President of the Village of Tinley Park.
ATTECT	Village President
ATTEST:	

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-001, "A RESOLUTION APPROVING THE PURCHASE OF POLICE INVEHICLE PRINTERS FROM CDS OFFICE TECHNOLOGIES IN THE AMOUNT OF \$54,892.50," which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 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 January, 2022.

VILLAGE CLERK	

VILLAGE OF TINLEY...



CDS Office Technologies 1271 HAMILTON PARKWAY Itasca, Illinois 60143 United States (P) 630-625-4519 (F) 630-305-9876

Quotation (Open) Date Dec 14, 2021 05:19 PM CST **Modified Date** Dec 15, 2021 04:32 PM CST Quote # 493230 - rev 1 of 1 Description 65 x RJ4250WBL Brother RuggedJet printers SalesRep Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876 **Customer Contact** Persha, Darren dpersh@tinleypark.org

Customer

Tinley Park Police Department (21674) Persha, Darren 7850 W. 183rd Street Tinley Park, IL 60477 United States (P) (708)444-5334 Bill To Tinley Park Police Department Accounts, Payable 7850 W. 183rd Street Tinley Park, IL 60477 United States Ship To Village of Tinley Park Persha, Darren 7850 W. 183rd Street Tinley Park, IL 60477 United States (P) 708-4444-5334 dpersha@tinleypark.org

Customer PO:	Terms:	Ship Via:
	Undefined	Best Way
Special Instructions:		Carrier Account #:

# Description	Part #	Qty	Unit Price	Total
Brother RJ4230 4" Rugged Printer				
1 Ultra-Rugged 4" Mobile Direct Thermal Printer w/ Battery, Belt Clip, USB, WiFi, BT4.2LE, Apple® MFi, NFC Includes: 2 Year Premier Warranty, Li-Ion Battery, Doc Set, Roll Holder Stop, Strain Relief Clip, Belt Clip & ZPL/CPCL	RJ4250WBL	65	\$535.00	\$34,775.00
2 Brother - 1-Year Premier Service Extension (3 years total) Comprehensive coverage protects the printer from all on the job accidents - Accidental damage to internal and external components that occur during normal use - 2 day turnaround repair time from receipt of the printer - Includes parts, labor & cleaning	207801-001	0	\$47.00	\$0.00
3 Brother - 3-Year Premier Service Extension (5 years total) Comprehensive coverage protects the printer from all on the job accidents - Accidental damage to internal and external components that occur during normal use - 2 day turnaround repair time from receipt of the printer - Includes parts, labor & cleaning	207803-001	65	\$130.00	\$8,450.00
Docking & Power				
4 Brother - Active Docking/Mounting Station with Power and USB Connectivity For RJ4200 Series	PA-CR-002A	65	\$138.00	\$8,970.00
5 Brother - Car Adapter - Wired - 14 Foot Length	LB3692	65	\$22.50	\$1,462.50
Accessories				
6 USB Adapter Cable - 10", 90deg USB-Mini 5B Male/USB-Mini Fem	LBX026	65	\$13.00	\$845.00
7 C2G Ultima USB cable - USB (M) to mini-USB Type B (M) - USB 2.0 - 10 ft - molded - charcoal gray	29652	65	\$6.00	\$390.00

 Subtotal:
 \$54,892.50

 Tax (.0000%):
 \$0.00

 Shipping:
 \$0.00

 Total:
 \$54,892.50

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer sets restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

QUOTE CONFIRMATION



Page | 47

DEAR ANTHONY ARDOLINO,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C6PNFV	12/21/2021	BROTHER PRINTERS	255628	\$56,991.35

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother RuggedJet RJ4250WBL Mobile Printer Mfg. Part#: RJ4250WBL UNSPSC: 43212108 Contract: National IPA Technology Solutions (2018011-01)	65	5155454	\$541.53	\$35,199.45
Brother Assure Premier Service - 3 years - additional Mfg. Part#: 207803-001 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	65	4769302	\$153.04	\$9,947.60
Brother Active Docking/Mounting Station with Power & USB Connectivity Mfg. Part#: PA-CR-002A Contract: National IPA Technology Solutions (2018011-01)	65	5901502	\$157.59	\$10,243.35
Brother LB3692 Car Adapter Mfg. Part#: LB3692 UNSPSC: 39121006 Contract: National IPA Technology Solutions (2018011-01)	65	1912881	\$24.63	\$1,600.95

PURCHASER BILLING INFO	SUBTOTAL	\$56,991.35	
Billing Address:	SHIPPING	\$0.00	
VILLAGE OF TINLEY PARK ACCOUNTS PAYABLE	SALES TAX	\$0.00	
16250 OAK PARK AVE TINLEY PARK, IL 60477-1600 Phone: (708) 532-7700 Payment Terms:	GRAND TOTAL	\$56,991.35	
DELIVER TO	Please remit payments to:		
Shipping Address: VILLAGE OF TINLEY PARK ATTN:ANTHONY ARDOLINO 16250 S. OAK PARK AVE TINLEY PARK, IL 60477 Phone: (708) 532-7700 Shipping Method: NiteMoves Local Super-Saver	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION John Sachaschik | (866) 339-5849 | johnsac@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



we solve IT

Anthony Ardolino

Organization: Village of Tinley Park

Group: Technology Cart: 1661549996

Billing Information	Shipping Information
Billing Address:	Shipping Address:
VILLAGE OF TINLEY PARK 16250 OAK S PARK AVE TINLEY PARK, IL 60477	Anthony Ardolino Tinley Park 16250 OAK PARK AVE TINLEY PARK, IL 60477

Product	Unit Price	Qty	Total
Brother RuggedJet RJ4250WBL Mobile Printer	\$651.57	65	\$42,352.05
In Stock Ships in 48 Hours Item#: 36169086 Mfg. Part#: RJ4250WBL			
Brother Brother 3Y Prem	\$149.00	65	\$9,685.00
In Stock Virtual delivery Item#: 41158337 Mfg. Part#: 207803-001			
Brother RJ4200 Series Dock Station	\$158.39	65	\$10,295.35
Limited Quantity Available Call for next available delivery Item#: 41192456 Mfg. Part#: PACR002A			
Brother 12V DC Car Adapter Charger, 14ft, for PocketJet 3 3 Plus	\$22.49	65	\$1,461.85
In Stock Ships in 48 Hours Item#: 8156026 Mfg. Part#: LB3692			

AGENDA - 1/4/2022, C -...

VILLAGE OF TINLEY...

Subtotal:

Shipping & Handling: Best Way - Ground

Tax: Total:

\$63,794.25 \$0.00 \$0.00 \$63,794.25

Page | 50



QUOTE

1201 Wiley Road, Suite 120, Schaumburg, IL 60173 t. 847-995-1010 f. 847-413-1730

 Quote #:
 Q-00014227

 Quote Date:
 1-10-2020

 Valid Through:
 02-09-2020

Due to tariff uncertainties, prices are subject to change.

Sales Rep: Dave Huntington

O: (847) 699-2231 M: (847) 373-3437

dhuntington@smg3.com

Quoted To:

Village of Tinley Park Illinois Attn: Stan Tencza 7850 W 183rd Street Tinley Park, IL 60477 **Shipped To:**

Village of Tinley Park Illinois Attn: Stan Tencza 7850 W 183rd Street Tinley Park, IL 60477

Line #	Product Image	Description	Price/ Each	Qty	Extended Price
1	MANA CONT.	Zebra ZQ520 Mobile Printer	\$ 521.25*	65	\$ 33,881.25*
2		Zebra Battery Eliminator Vehicle Cradle	\$ 145.99*	65	\$ 9,489.35*
3		Zebra Battery Eliminator Power Supply	\$ 88.55*	65	\$ 5,755.75*



QUOTE

1201 Wiley Road, Suite 120, Schaumburg, IL 60173 t. 847-995-1010 f. 847-413-1730

\$ 14.39* 65 \$ 935.35* 4 Zebra USB Cable with Twist Lock Zebra ZQ520 Wall-Mount or Tabletop 5 \$87.50* 3 \$ 262.50* **Charging Cradle** Zebra AC Power Adapter for ZQ520 6 \$ 45.00* 3 \$ 135.00* **Charging Cradle** Zebra 4" X 81' Z-Select 4000D 3.2 mil Receipt/Ticket Rolls with 25-Year 7 \$ 90.99* TBD TBD Archivability, Sold and Priced 36 Rolls/Case** (210 Cases Per Pallet) Zebra 4" X 100' Z-Perform 1000D 2.4 mil Receipt/Ticket Rolls with 10-Year 8 \$ 55.50* TBD TBD Archivability, Sold and priced 36 Rolls/Case** (90 Cases Per Pallet) 3-Year Zebra ZQ520 OneCare Essential Depot Service with a 3-Day Turnaround \$ 142.50* 65 \$ 9,262.50* 9 Time and Comprehensive Coverage ZEBRA OneCare Shipping TBD Tax N/A Subtotal TBD

*The above pricing is preliminary based on the assumption these products and services will not be acquired until the Village of Tinley Park's new fiscal year begins on May 1, 2020. Based on the delayed Purchase, prices are subject to change.





1201 Wiley Road, Suite 120, Schaumburg, IL 60173 t. 847-995-1010 f. 847-413-1730

Terms & Conditions

General Terms of Agreement

The standard Terms and Conditions of sale contained herein, govern the sale of products purchased here under and prevail over any conflicting or inconsistent terms and conditions on any purchase order submitted by Buyer. The terms and conditions contained herein constitute the entire agreement between the Buyer and Strategic Mobility, LLC. ("Seller") and may only be amended in writing and signed by both the Buyer and Seller. Buyer agrees to all terms and conditions by accepting delivery of the products and/or services. Any claims for shortages must be made within five business days of the delivery date.

Payment Terms; Taxes; Freight and Fees

Invoices are due and payable in U.S. dollars within 30 days of the date of invoice. Sales tax within the United States is determined by the ship-to location. For shipments outside of the United States, the Buyer is responsible for all customs duties, VAT, and other local taxes. The terms of delivery are FOB Seller's warehouse unless stated otherwise on the invoice. Seller will charge a \$25.00 service charge for any check or draft returned unpaid. Late payments are subject to the lesser of a 2% monthly interest charge or the maximum amount permitted by applicable law. In the event of non-payment more than 60 days beyond terms, the Buyer will be responsible for all of the Seller's costs of collection, court costs, filing fees, and reasonable attorney's fees.

Processing and Handling Fees

All shipping charges will be invoiced for ground shipping unless otherwise authorized by Buyer. All shipments will be insured for their value. If shipping is being handled by Client, it is Client's responsibility to insure shipment. SMG3 will not be responsible for any damage or lost merchandise if not insured by SMG3. If paying by credit card, a processing fee will be charged determined by the credit card used. Mastercard and Visa credit cards will be charged a 3% processing fee, while American Express cards will be charged a 3.4% processing fee.

Return Merchandise Authorization Policy (RMA)

All returns must be authorized by Seller's issuance of a return merchandise authorization (RMA) number. Returned items will only be accepted within 30 calendar days of the original date of shipment. All products must be returned 100% complete in the original packaging. Incomplete returns are subject to a reboxing fee (billed separately) or refusal of return.

Please ship returns "freight prepaid" and reference the RMA number on the mailing label. Returns may be subject to a 20% restocking fee. *Software, customized hardware, labels, ribbons, and other forms of media are non-returnable.* Returns received after the 30 days or without a valid RMA number may be refused and/or returned to the Buyer. Buyer may be billed and liable for return freight charges. Buyer agrees to pay Seller for labor, transportation, or parts necessary to repair returned merchandise damaged at the buyer's risk by events such as flood, fire, abuse, accident, neglect, power surge, or use of accessories not conforming to the manufacture's published specifications. Equipment sold in AS-IS condition is **non-returnable**. Seller makes no warranty or representation as to equipment sold AS-IS. AS-IS equipment is neither tested electronically nor mechanically, nor cleaned, nor refurbished.

Dispute Procedure

Buyer and Seller agree that any disputes in connection with this sale shall be brought to a court site in Cook County, Illinois. The Seller and Buyer agree that Illinois law shall apply.





1201 Wiley Road, Suite 120, Schaumburg, IL 60173 t. 847-995-1010 f. 847-413-1730

Disclaimer of Warranties

Unless otherwise marked or noted, all products are new, sold in shrink wrap or original manufacturer's packaging, and carry a manufacturer's standard warranty. Other than the right to transfer title of the product to Buyer, Seller makes no warranties of any kind. Other than as expressly set forth in the writing in this agreement, Seller makes no express or implied warranties to Buyer, and Seller specifically disclaims all implied warranties including, but not limited to, the implied warranty of merchantability, any implied warranty against infringement, the implied warranty of fitness for a particular purpose and/or for incidental or consequential damages. Unless otherwise stated in writing, Buyer's sole remedy for a defective product shall be to contact the manufacturer of the product and comply with the manufacturer's warranty provisions. Purchaser shall have no remedies of any kind against Seller for products marked "AS-IS" or sold as limited quantities, damaged, or discontinued.

Security Interest

Seller is a dealer of goods and is, by executing this quote, agreeing to provide purchase money financing. Purchaser hereby grants a purchase money security interest in the goods until the price has been paid in full, and Seller shall have all of the remedies available to it as a secured party under Article 9 of the Uniform Commercial Code. Buyer authorizes Seller to file all appropriate financing statements or other filings with any governmental office Seller deems necessary to perfect its security interest. Buyer agrees to execute such documents or take such acts as requested by Seller to confirm this interest, failing which, Buyer appoints Seller's then president or other officer to take such acts or execute such documents, such appointment being coupled with an interest and irrevocable.

No Services and Consulting

All services and consulting by Seller shall be pursuant to a separate agreement between the parties. This quote is not a commitment by either party for the engagement of such services.

Limitation of Liability

In no event will Seller, its subsidiaries, associated companies, or officers, directors, or employees be liable to Buyer, regardless of the form of claim or action, in an amount that exceeds the total purchase price paid to Seller by Buyer related to the sold product. In no event will Seller, its subsidiaries, associated companies, or officers, directors, or employees be liable to Buyer for special, consequential, exemplary, incidental, or indirect damages or costs, or loss of goodwill or profit in connection with the supply, use or performance of, or inability to use the products or services of Seller or in connection with any claim arising from this agreement, even if Seller, its subsidiaries, its associated companies, or Seller's licensors have been advised of the possibility of such damages or costs.

Limitation of Remedy

Buyer's sole and exclusive remedy in the event of a breach by Seller shall be the repair or replacement of the product or service.

Severability

If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

vchlist

12/22/2021 4:13:44PM

Voucher List Village of Tinley Park

Bank code	:	ap_py
-----------	---	-------

Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amount
126347	12/24/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000212933204		HEALTH INS- DEC 21 PMT/JAN- MAI 86-00-000-20430 Total:	530.78 530.78
126348	12/24/2021	016864 ANTHEM BLUE CROSS BLUE SHIELD	PR000212954221		HEALTH INS-DEC 21 PMT/JAN-MAR 86-00-000-20430 Total :	439.23 439.23
126349	12/24/2021	019214 BLUE CROSS BLUE SHIELD	BCBS-DA-PPPR010122		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	528.75
			BCBS-DA-PR010122		0000ILLB1212 HEALTH INS EXP-DE 86-00-000-20430	275.60
					Total :	804.35
126350	12/24/2021	004640 HEALTHCARE SERVICE CORPORATION	HCSVCS-PPPR010122		A/C#271855-HEALTH INS-DEC PMT/ 86-00-000-20430	20,712.81
		I	HCSVCS-PR010122		A/C#271855-HEALTH INS-DEC PMT/ 86-00-000-20430 Total:	20,896.39 41,609.20
	4 Vouchers	for bank code : ap_py			Bank total :	43,383.56

2

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Bank code	:	apbank
-----------	---	--------

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195216	12/24/2021	002734	AIR ONE EQUIPMENT, INC	175761		GLOBE BLACK PADDED RIPCORD I	
				175762		01-19-000-74619 CONWAY SHIELDS :6" GOLD LEAF	162.00
				170702		01-19-000-74619	537.00
						Total :	699.00
195217	12/24/2021	018781	ALTORFER INDUSTRIES INC	C2524701		RENTAL OF MAXIHEATER	
					VTP-018859	01-35-000-72954 Total :	1,320.00 1,320.00
							1,320.00
195218	12/24/2021	016864	ANTHEM BLUE CROSS BLUE SHIELD	AP000212933204		HEALTH INS EXPENSE-DEC 21 PM 60-00-000-72435	312.09
						63-00-000-72435	59.44
						64-00-000-72435	159.24
						Total :	530.77
195219	12/24/2021	016864	ANTHEM BLUE CROSS BLUE SHIELD	AP000212954221		HEALTH INS EXPENSE-DEC 21 PM7	
						60-00-000-72435	258.26
						63-00-000-72435 64-00-000-72435	49.19 131.78
						Total:	439.23
195220	12/24/2021	002665	APPLE CHEVROLET	353014		NUT, ARM, BLADE PD UNIT 2T	
						01-17-205-72540	98.35
						Total :	98.35
195221	12/24/2021	004223	ARC ILLINOIS	832264		SUPPLIES FOR PLOTTER PRINTER	
						01-35-000-73110 Total :	277.20 277.20
							211.20
195222	12/24/2021	010953	BATTERIES PLUS - 277	P46973134		BATTERY SLA12-8F	110.00
						14-00-000-72550 Total :	140.00 140.00
195223	12/24/2024	019907	BAXTER & WOODMAN INC	0229985		190816.41 LAGRANGE RD EASEME	
130223	12/24/2021	010007	DAXTER & WOODWAN INC	0229900		62-00-000-72840	1,020.00
				0229986		190816.60 LAGRANGE RD UTILITY	,
						62-00-000-72840	2,122.50

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Burn ocuo .	арванк						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195223	12/24/2021	018807	018807 BAXTER & WOODMAN INC	(Continued)		Total :	3,142.50
195224	12/24/2021	012511	BEST BUY BUSINESS ADVANTAGE	BBY01-806545850347		****5339 PURCHASE OF CAMERA &	
.00	,,	0.20			VTP-018889	01-35-000-72982	1,749.98
						Total:	1,749.98
195225	12/24/2021	002938	BEST TECHNOLOGY SYSTEMS INC.	BTL-21079-4		POLICE DEPARTMENT SHOOTING	
					VTP-018561	01-26-025-72779	1,620.00
						Total:	1,620.00
195226	12/24/2021	020280	BETTENHAUSEN & ASSOCIATES LLC	121821		FINANCIAL AND ADMIN PROF SVC	
						01-15-000-72790	1,590.00
						18-00-000-72790	262.50
						20-00-000-72790	262.50
						27-00-000-72790	262.50
						28-00-000-72790	525.00
						16-00-000-72790	262.50
				121821.		FINANCIAL AND ADMIN PROF SVC	
						01-15-000-72790	3,607.50
						18-00-000-72790	240.00
						20-00-000-72790	240.00
						16-00-000-72790	240.00
						27-00-000-72790	240.00
						28-00-000-72790	240.00
				121821		FINANCIAL AND ADMIN PROF SVC	5 050 00
						01-15-000-72790	5,850.00
						16-00-000-72790	300.00
						Total :	14,122.50
195227	12/24/2021	002974	BETTENHAUSEN CONSTRUCTION SERV	v 210164		SEMI TRUCK FOR HAULING WOOD	
						01-26-023-72890	800.00
				210165		SEMI TRUCK TIME FOR HAULING V	
						01-26-023-72890	850.00
				210166		TRUCK TIME FOR HAULING STONE	205.66
						01-26-023-73860	225.00
						70-00-000-73860	75.00
						60-00-000-73860	283.50

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Page:

cher	Date	Vendor		Invoice	PO #	Description/Account	Amount
227	12/24/2021	002974	BETTENHAUSEN CONSTRUCTION SERV	V (Continued)			
				,		63-00-000-73860	31.50
						64-00-000-73860	135.00
						Total :	2,400.00
228	12/24/2021	019214	BLUE CROSS BLUE SHIELD	BCBS-DA-AP010122		0000ILLB1212 HEALTH INS EXP-DE	
						01-26-023-72435	139.02
						01-33-300-72435	60.09
						01-26-024-72435	76.46
				BCBS-DA-PPAP010122		0000ILLB1212 HEALTH INS EXP-DE	
						01-17-205-72435	528.71
						Total :	804.28
229	12/24/2021	1 018503	CARDNO INC	324005		STORMWATER AREA MAINTENANC	
					VTP-018306	65-00-000-72591	5,625.00
						Total :	5,625.00
230	12/24/2021	1 003243	CDW GOVERNMENT INC	P895491		PLANTRONICS CONSOLE INTERFA	
						01-16-000-74128	186.40
						Total :	186.40
231	12/24/2021	1 017349	CHICAGO STREET CCDD, LLC	21660		DUMP FEE	
	,,		0.110.100 0.11421. 0022, 220			01-26-023-72890	420.00
						Total :	420.00
232	12/24/2024	1 012150	CHRISTIANSEN FARMS LLC	08186		LEAVES WASTE	
232	12/24/202	1 013130	CHRISTIANSEN FARINIS LLC	00100		01-26-023-72890	750.00
						Total :	750.00
233	12/24/2021	1 013820	CINTAS CORPORATION	4104706182		MATS - PD	
						01-26-025-72790	111.81
						Total :	111.81
234	12/24/2021	1 012057	COMCAST CABLE	8771401810010702		ACCT#8771401810010702 16250 OF	
						01-35-000-72517	10.51
				877401810028977		ACCT#8771401810028977 7980 183	
						01-26-025-72517	52.55
				877401810028977			

Page:

vchlist

12/22/2021 4:13:44PM

Voucher List

Village of Tinley Park

Voucher	Date\	Vendor		Invoice	PO#	Description/Account	Amount
195234	12/24/2021 (012057	012057 COMCAST CABLE	(Continued)		Total :	63.06
195235	12/24/2021 (013878	COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 18001 80TH AVE	
						01-26-025-72510	2,950.22
				0385440022		ACCT#0385440022 BROOKSIDE GL	_,
						64-00-000-72510	555.31
				0421064066		ACCT#0421064066 LAPORTE RD& \	
						64-00-000-72510	205.00
				0471006425		ACCT#0471006425 19948 SILVERSI	
						01-26-024-72510	74.45
				0637059039		ACCT#0637059039 7950 W TIMBER	
						64-00-000-72510	62.40
				2922039023		ACCT#2922039023 9342 PARKWOC	
						01-26-024-72510	26.65
				4803158058		ACCT#4803158058 RIDGEFIELD ST	
						64-00-000-72510	116.11
				4943163008		ACCT#4943163008 7650 TIMBER DF	
						70-00-000-72510	20.79
				5437131000		ACCT#5437131000 7980 W 183RD \$	
						01-26-025-72510	333.42
				5983017013		ACCT#5983017013 19112 S 80TH A\	
						63-00-000-72510	226.67
						Total :	4,571.02
195236	12/24/2021 (018311	CONNECTION	72174230		JABRA SPEAKER	
						01-16-000-74128	147.44
				72214133		HP TONER	
						01-11-000-73110	311.18
						Total :	458.62
195237	12/24/2021 (019795	CONNEY SAFETY PRODUCTS, LLC	06046786		SAFETY VESTS	
.0020.	,_ ,,_ ,, ,	010100	00111121 0711 2111 11000010, 220	333.13.33		01-26-024-73845	32.89
						01-26-023-73845	65.76
						60-00-000-73845	41.43
						63-00-000-73845	4.60
						64-00-000-73845	19.73
						2. 20 000 . 00 .0	.0.70

VILLAGE OF TINLEY...

Page | 60

Page:

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Bank code :	apbank						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195237	12/24/2021	019795	019795 CONNEY SAFETY PRODUC	CTS, LLC (Continued)		Total :	164.41
195238	12/24/2021	018234	CORE & MAIN LP	Q072130		CB LID W/PLUG , CURB BOX LID,BL 60-00-000-73630 63-00-000-73630 64-00-000-73630 Total :	198.37 22.04 94.47 314.88
195239	12/24/2021	020313	CRAFTSMANWORKS	Ref001415273		UB Refund Cst #00495117 60-00-000-20599 Total :	77.93 77.93
195240	12/24/2021	013121	CRITICAL REACH, INC.	2281		2022 APBNET ANNUAL SUPPORT F 01-17-225-72655 Total :	880.00 880.00
195241	12/24/2021	003635	CROSSMARK PRINTING, INC	85152	VTP-018881	TOW FORMS 01-17-205-72310 Total :	650.77 650.77
195242	12/24/2021	019276	DAVEY RESOURCE GROUP INC	125762	VTP-017817	APPLE LANE POND RESTORATION 30-00-000-73681 Total:	10,490.57 10,490.57
195243	12/24/2021	019396	DE MARCHI, DOMINIC	122221		PER DIEM TRAINING REIMB PD TAC 01-17-220-72140 Total :	1,079.23 1,079.23
195244	12/24/2021	003886	DIGITAL INTELLIGENCE, INC.	43561		DIGITAL FORENSICS CLASS S.GAV 01-17-225-72140 Total :	295.00 295.00
195245	12/24/2021	004009	EAGLE UNIFORM CO INC	INV-4552 INV-5056 INV-5057	VTP-018597 VTP-018879	BLANKET PO FOR CLASS B UNIFOI 01-19-000-73610 UNIFORM PURCHASE S.LORENDO 01-19-020-73610 01-19-020-73610 UNIFORM - KLOTZ	350.00 269.50 48.50

7

Page:

vchlist

12/22/2021 4:13:44PM

Voucher List Village of Tinley Park

/oucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195245	12/24/2021	004009	EAGLE UNIFORM CO INC	(Continued)			
			INIV / 5005		01-19-000-73610	429.75	
				INV-5065	VTP-018598	BLANKET PO FOR CLASS A UNIFOR 01-19-000-73610	635.50
				INV-50807	V 11 -0 10000	TP FIRE RETIRED LIEUTENANT BAI	000.00
						01-19-000-73610	87.00
						Total :	1,820.25
195246	12/24/2021	004094	EJ EQUIPMENT INC.	P33346		HYDRAULIC FILTERS, VALVE AND F	
					VTP-018884	60-00-000-72530	389.95
					VTP-018884	63-00-000-72530	129.98
				14/40070	VTP-018884	64-00-000-72530	222.84
				W12872		COMBO UNIT SERVICE 60-00-000-72540	214.20
						63-00-000-72540	71.40
						64-00-000-72540	122.40
						Total :	1,150.77
195247	12/24/2021	004019	EVON'S TROPHIES & AWARDS	120821		SILVER REFLECTIVE TO BE ADDED	
						01-21-000-73610	90.00
						Total :	90.00
195248	12/24/2021	015702	FIRST AMERICAN TITLE INSURANCE	121721		20TH & FINAL INCENTIVE	
						01-97-000-79133	90,119.00
						Total :	90,119.00
195249	12/24/2021	011132	FORCE ENTERPRISES	054137		ENVELOPES	
						01-14-000-72310	169.00
						Total :	169.00
195250	12/24/2021	004438	GRAINGER	9147458997		CAUTION STAY CLEAR SIGN	
						60-00-000-73845	199.74
						63-00-000-73845	22.19
				0450004700		64-00-000-73845	95.11
				9152264793		SHAFT COLLAR SET SCREW AND \$ 60-00-73410	22.85
						63-00-000-73410	22.85

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Bank code	:	apbank
-----------	---	--------

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195250	12/24/2021	004438	GRAINGER	(Continued)			
				9152653680		64-00-000-73410 EMERGENCY BLANKET	10.88
				9153435491		01-17-220-72230 EMERGENCY BLANKET	119.88
						01-17-220-72230	599.40
						Total :	1,072.59
195251	12/24/2021	014491	HANSEN DOOR INC.	10632		SE OH STORAGE ROOM - REWIRE	
						01-26-025-72520	240.00
						Total :	240.00
195252	12/24/2021	004640	HEALTHCARE SERVICE CORPORATION	HCSVCS-AP010122		A/C#271855-HEALTH INS EXPENSE	
						01-15-000-72435	407.36
						01-16-000-72435	836.08
						01-19-020-72435	407.36
						01-21-210-72435	318.22
						01-26-025-72435	174.58
						60-00-000-72435	102.67
						63-00-000-72435	19.56
						64-00-000-72435	52.35
						01-26-025-72435	836.08
						01-26-023-72435	1,378.12
						60-00-000-72435	729.91
						64-00-000-72435 63-00-000-72435	372.40 139.03
						01-26-023-72435	1,241.34
						01-26-024-72435	1,378.12
						60-00-000-72430	0.16
				HCSVCS-PPAP010122		A/C#271855-HEALTH INS EXP-DEC	0.10
				110010011711010122		01-17-205-72435	25,560.12
						Total:	33,953.46
195253	12/24/2021	019784	HEARTLAND BUSINESS SYSTEMS LLC	484849-H		NETWORK SECURITY CONTRACT(
					VTP-018714	30-00-000-72872	2,362.50
				485933-H	-	NETWORK SECURITY CONTRACTO	,
					VTP-018714	30-00-000-72872	2,205.00

Page:

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Dalik Code .	арванк						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195253	12/24/2021	019784	019784 HEARTLAND BUSINESS	SYSTEMS L (Continued)		Total :	4,567.50
195254	12/24/2021	015497	ILLINOIS SECRETARY OF STATE	121721		2013 FORD EXPLORER 1FM5K8B82	
						01-17-205-72860	151.00
						Total :	151.00
195255	12/24/2021	015497	ILLINOIS SECRETARY OF STATE	121721.		2015 DODGE GRAND CARAVAN 2C	
						01-17-205-72860	151.00
						Total :	151.00
195256	12/24/2021	015497	ILLINOIS SECRETARY OF STATE	122121		2017 FORD TAURUS UNIT 5D 1FAH	
						01-17-205-72860	151.00
						Total :	151.00
195257	12/24/2021	014402	LEXISNEXIS RISK DATA MNGMNT	1038013-20211130		NOV 2021 MIN COMMITMENT	
						01-17-225-72852	206.35
						Total :	206.35
195258	12/24/2021	014846	LORENCE, BRUCE	010122		JAN'22 OPA TRAIN STATION MAINT	
						01-26-025-72530	30.00
						Total :	30.00
195259	12/24/2021	012631	MASTER AUTO SUPPLY, LTD.	15030-111707		SPARK PLUG-COPPER	
						60-00-000-72530	6.59
						63-00-000-72530	2.20
				45000 444070		64-00-000-72530	3.77
				15030-111878		TRANS FILTER FIRE PREVENTION 01-19-020-72540	22.46
				15030-111928		SOCKET - FIRE PREVENTION 0249	22.40
				13030-111920		01-19-020-72540	25.21
				15030-111948		TRANSMISSION LINE TRUCK#50	20.2 .
						01-26-023-72540	138.30
						Total :	198.53
195260	12/24/2021	005969	MC MASTER-CARR SUPPLY CO	69471085		ANCHORS FOR TENTS	
						01-35-000-72954	145.97
						Total :	145.97

Page:

10

vchlist

12/22/2021 4:13:44PM

Voucher List Village of Tinley Park

Amount	Description/Account	PO #	Invoice	Vendor	Date	Voucher
	8TH YEAR INCENTIVE		121721	006074 MENARDS	2/24/2021 (195261
105,008.00	01-97-000-79121					
105,008.00	Total :					
	TC MOUSE GLUE BOARD		15064	006074 MENARDS	2/24/2021 (195262
5.58	01-26-025-72520					
	GALV WIRE 20GA 100'		15097			
4.58	01-26-023-73870					
	HOSE CLAMP, BOWL SEAL, VINYL T		15102			
78.09	01-26-023-73840					
00.70	SWIFFER 360 DUSTER REFILL		15111			
39.72	01-26-025-73580 POWER GRAB AND SKELETON 100		15151			
13.56	01-26-025-72520		15151			
13.30	25' GRIPPER TAPE MEASURE		15152			
6.89	01-26-025-73410		10102			
0.00	PIC ANT BAIT 12PK		15158			
9.98	01-26-025-72520					
158.40	Total :					
	LATERAL FILE CABINET		262943	014369 MIDWEST OFFICE INTERIORS	2/24/2021 (195263
1,499.13	01-26-025-74110	VTP-018804				
1,499.13	Total :					
	REPAIRS TO VAV "C"		SVC00035618	014443 MURPHY & MILLER, INC	2/24/2021 (195264
1,924.71	01-26-025-72520					
•	REPAIRS TO VALVE "B" REPLACED		SVC00035619			
1,960.75	01-26-025-72520					
3,885.46	Total :					
	EPOXY PUTTY, ABSORBENT SOCK,		23421833-00	006302 NEW PIG CORPORATION	2/24/2021 (195265
659.35	01-19-000-73555					
659.35	Total :					
	ACCT#33079168366 METER 438535		33079168366	015723 NICOR	2/24/2021 (195266
47.44	64-00-000-72511					
	ACCT#49924710004 METER 458175		49924710004			

Page:

11

vchlist

12/22/2021 4:13:44PM

Voucher List Village of Tinley Park

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195266	12/24/2021	015723 NICOR	(Continued)			
			64423710009		01-26-025-72511 ACCT#64423710009 METER335839	555.66
			044237 10009		01-26-025-72511	1,426.72
			81423710003		ACCT#81423710003 METER 283161 01-26-025-72511	150.35
			90223493009		ACCT#90223493009 METER 508073	150.55
					01-26-025-72511	438.73
					Total :	2,618.90
195267	12/24/2021	012302 ORLAND TOYOTA	121721		9TH YEAR INCENTIVE	
					01-97-000-79135	13,886.12
					Total :	13,886.12
195268	12/24/2021	013096 PACE SYSTEMS INC	211735		VIL013-SW#7969	
					01-16-000-72650	125.00
					Total :	125.00
195269	12/24/2021	006475 PARK ACE HARDWARE	67088/1		ACCT#9404 INV#67088/1 COFFEE,\$	
					01-19-000-73540 01-19-000-73870	47.94 85.55
					01-19-000-73580	110.08
					01-19-000-73585	869.70
					Total :	1,113.27
195270	12/24/2021	012601 PELLA PRODUCTS, INC.	121621		REIMB CONTRACTOR LIC OVERPA	
					01-14-000-79010	50.00
					Total :	50.00
195271	12/24/2021	006735 PHOTOS BY RICK	5720		PHOTOS WITH SANTA TAKEN AT HO	
				VTP-018890	01-35-000-72954	1,280.05
					Total :	1,280.05
195272	12/24/2021	006780 POMP'S TIRE SERVICE, INC	690105161		TIRES FD T-46	
					01-19-000-72570	2,999.23
					Total :	2,999.23
195273	12/24/2021	018110 PROVEN BUSINESS PRODUCTS	858350		MONTHLY CONTRACT SVC AGREE	

VILLAGE OF TINLEY...

Page | 66

12

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Page:

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195273	12/24/2021	018110	PROVEN BUSINESS PRODUCTS	(Continued)			
				,		01-16-000-72650	306.66
						Total :	306.66
195274	12/24/2021	006850	QUILL CORPORATION	21415646		SUREGRIP 2X SOFT GRIP	
						01-33-000-73110	13.59
				21433747		BATTERY,STAPLER	
						01-33-000-73110	41.43
				21438870		RY22 DDS DOT BLACK 5X8 WM	
						01-33-000-73110	15.29
				21448191		10X13 OE CTLG ENV KRFT 100	
						01-33-000-73110	50.46
						Total :	120.77
195275	12/24/2021	011070	RIZZA BUICK GMC CADILLAC, INC	121721		7TH YEAR INCENTIVE	
						01-97-000-79138	124,621.93
						Total :	124,621.93
195276	12/24/2021	007629	SAM'S CLUB DIRECT	121621		VENDING SODA, PAPER, CUTLERY, I	
						01-26-024-73115	10.76
						01-14-000-73110	227.28
						01-14-000-73115	48.26
						60-00-000-73115	7.54
						63-00-000-73115	7.54
						64-00-000-73115	6.45
						01-26-023-73115	21.53
						Total :	329.36
195277	12/24/2021	007092	SAUNORIS	677335		TOP SOIL PER YARD	
						60-00-000-73680	23.31
						63-00-000-73680	2.59
						64-00-000-73680	11.10
						Total :	37.00
195278	12/24/2021	007572	SCHAAF EQUIPMENT CO. INC.	1000064842		VIBRO MOUNT TRASH, SPARK PLUC	
						60-00-000-72530	128.81
						63-00-000-72530	42.94

Page:

13

vchlist

12/22/2021 4:13:44PM

Voucher List Village of Tinley Park

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
195278	12/24/2021	007572	SCHAAF EQUIPMENT CO. INC.	(Continued)			
						64-00-000-72530	73.60
						Total :	245.35
195279	12/24/2021	020314	SIMONI, JOHN	Ref001415274		UB Refund Cst #00503656	
						60-00-000-20599	66.53
						Total :	66.53
195280	12/24/2021	016392	SMART SOLUTIONS GROUP	1607		EDC FORGE ONE YR SUBSCRIPTIO	
						01-33-310-72655	1,000.00
						Total :	1,000.00
195281	12/24/2021	012238	STAPLES BUSINESS ADVANTAGE	3494989768		AVRY NAME BADGE INK, MOUS PAE	
						01-14-000-73110	134.68
				3494989769		DATER - RETURN	
						01-17-205-73110	-32.99
				3494989770		POST IT, ENVELOPES, CALENDAR, E	
				0.40.40007774		01-17-205-73110	213.98
				3494989771		LEGAL JACKET MANILA FOLDER,M	400.40
						01-17-205-73110 Total :	420.18 735.8 5
							733.00
195282	12/24/2021	007297	SUTTON FORD INC./FLEET SALES	542882		CABIN FILTER FOR 2020 SUVS PD	
					G	01-17-205-72540	-36.90
				542902		PUMP,GASKET,BOLT,GENSIONER,	
				540000		01-17-205-72540	345.40
				542962		PLUG RADIATOR DRAIN PD UNIT 1:	40.70
						01-17-205-72540 Total :	12.75 321.2 5
						iotai .	321.25
195283	12/24/2021	019712	TM TIRE CO INC	138021		FLAT TIRE REPAIR TRUCK#7	
						01-26-023-72540	224.25
						Total :	224.25
195284	12/24/2021	015532	TRI-ELECTRONICS, INC.	277134		DOOR ELECTRIC STRIKE	
					VTP-018627	01-26-025-72530	547.96
						Total :	547.96

Page:

14

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

oucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
95285	12/24/2021	004106 TYLER T	ECHNOLOGIES INC	045-363366		EXECUTIME UPGRADE SVC	
						30-00-000-74139	185.00
						Total :	185.0
95286	12/24/2021	007987 UNITED !	METHODIST CHURCH	010122		JAN'22 PARKING RENTAL	
						70-00-000-72621	1,200.00
						Total :	1,200.00
95287	12/24/2021	020312 VELA, RO	DBIN	Ref001415272		UB Refund Cst #00490013	
						60-00-000-20599	252.0
						Total :	252.00
95288	12/24/2021	006429 VILLAGE	OF ORLAND HILLS	121721		20TH IGA PAYMENT	
						01-97-000-79125	11,775.10
						Total :	11,775.10
95289	12/24/2021	010165 WAREHO	USE DIRECT WORKPL	SOLTNS 5123441-0		CALENDAR DESK REFILL AND WAL	
						01-21-000-73110	10.59
				5123876-0		CALENDAR	
						60-00-000-73110	16.10
						63-00-000-73110	1.79
						64-00-000-73110	7.60
						Total :	36.14
95290	12/24/2021	011055 WARREN	OIL CO.	W1436147		N.L. GAS USED 11/4/21-11/26/21	
						01-17-205-73530	8,517.6
						01-19-000-73530	584.92
						01-19-020-73530	127.68
						01-21-000-73530	406.69
						60-00-000-73530	823.59
						63-00-000-73530	205.90 441.2
						64-00-000-73530 01-26-023-73530	1,488.6
						01-26-023-73530	362.3
						01-33-300-73530	144.08
						01-33-310-73530	25.7
						01-12-000-73530	120.8

VILLAGE OF TINLEY...

Page | 69

15

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Page:

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195290	12/24/2021	011055 WARREN OIL CO.	(Continued)			
			,		01-14-000-73532	72.43
					01-14-000-73531	2,141.12
					14-00-000-73530	38.85
					01-42-000-73530	474.60
			W1436148		DIESEL FUEL USED 11/4-11/26/21	
					01-19-000-73545	1,650.25
					60-00-000-73545	470.13
					63-00-000-73545	117.53
					64-00-000-73545	251.85
					01-26-023-73545	2,434.58
					01-26-024-73545	180.72
					01-14-000-73531	2,313.76
					Total :	23,395.14
195291	12/24/2021	013263 WEST SIDE TRACTOR SALES	S02131		CREDIT FROM ORIG INV S01639 PL	
					60-00-000-72540	-53.95
					63-00-000-72540	-17.98
					64-00-000-72540	-30.84
			S02662		2021 JOHN DEERE 524P 4WD WHE	
				VTP-018517	30-00-000-74261	1,067.37
			S04870		TAIL LIGHT UNIT 110 WATER	
					60-00-000-72530	36.90
					63-00-000-72530	12.30
					64-00-000-72530	21.08
					Total :	1,034.88
195292	12/24/2021	008238 WINSTON'S MARKET	1007		HOLIDAY MARKET FOOD REIMBRU	
					01-35-000-72954	261.50
					Total:	261.50
7	77 Vouchers	for bank code: apbank			Bank total :	487,678.63

Page:

16

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Bank code: ipmg

oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amoun
3675	12/14/2021	018837	INSURANCE PROGRAM MANAGERS GR 210526W019-1		PAYEE-ADVENTIST HINSDALE HOS 01-14-000-72542 Total :	10,992.22 10,992.22
3701	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total:	164.77 31.38 84.07 280.22
3702	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GRI 200803W006		PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542 Total :	139.19 139.1 9
3703	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GRI 200803W006-1		PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542 Total :	139.19 139.1 9
3704	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GRI 200803W006-2		PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542 Total :	139.19 139.1 9
3705	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GRI 200803W006-3		PAYEE-ENCOMPASS SPECIALTY NE 01-14-000-72542 Total :	139.19 139.1 9
3706	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-HUBMEDICAL, LLC 60-00-000-72542 63-00-000-72542 64-00-000-72542 Total :	561.66 106.98 286.57 955.2 1
3707	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GRI 201019W041		PAYEE-INMAN & FITZGIBBONS LTD 01-14-000-72542 Total :	739.80 739.80
3708	12/21/2021	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-IPMG 01-14-000-72542	100.00

VILLAGE OF TINLEY...

Page | 71

17

vchlist

12/22/2021

4:13:44PM

Voucher List Village of Tinley Park

Page:

Bank code: ipmg

Amoun	Description/Account	PO #	Invoice	Vendor	<u>Date</u>	oucher/
100.0	Total :		E PROGRAM MANAGERS (Continued)	018837	12/21/2021	3708
63.08 63.0 8	PAYEE-LOYOLA UNIVERSITY MED (01-14-000-72542 Total :		1 MANAGERS GR 200803W006-4	018837	12/21/2021	3709
03.0			4.4.4.4.4.6.E.D.Q. O.D. 0.4.0.E.0.0.4.0.4.0	040007	40/04/0004	740
83.78	PAYEE-NEUROLOGICAL SURGERY 01-14-000-72542		1 MANAGERS GRI 210526W019	018837	12/21/2021	710
83.7	Total:					
	PAYEE-NEUROLOGICAL SURGERY		I MANAGERS GR∣ 210526W019-1	018837	12/21/2021	3711
192.7 192.7	01-14-000-72542					
192.7	Total:					
1,170.0	PAYEE-PETERSON JOHNSON & ML 01-14-000-72542		1 MANAGERS GRI 210902W013	018837	12/21/2021	3712
1,170.0	Total :					
	PAYEE-PETERSON JOHNSON & ML		MANAGERS GRI 211022W021	018837	12/21/2021	713
585.0	01-14-000-72542					
585.0	Total :					
4 404 0	PAYEE-SALT CREEK SURGERY CEI		1 MANAGERS GR 210526W019	018837	12/21/2021	714
1,184.0 1,184.0	01-14-000-72542 Total :					
·	PAYEE-VILLAGE OF TINLEY PARK		1 MANAGERS GR 201119W024	N18837	12/21/2021	715
2,096.6	01-14-000-72542		TWW. TV CELLE CITY 2011 TOWOZ I	010007	12/2 1/2021	,, ,,
2,096.6	Total :					
	PAYEE-VILLAGE OF TINLEY PARK		1 MANAGERS GR 210731W002	018837	12/21/2021	716
961.09 183.00	60-00-000-72542 63-00-000-72542					
490.3	64-00-000-72542					
1,634.5	Total :					
	PAYEE-IPMG		1 MANAGERS GR∣ 210421W008	018837	12/21/2021	717
38.4	01-14-000-72542					

VILLAGE OF TINLEY...

Page | 72

551,734.67

18

vchlist

12/22/2021

4:13:44PM

99 Vouchers in this report

Voucher List Village of Tinley Park

Page:

Bank code: ipmg

Description/Account Voucher **Date** Vendor Invoice PO# **Amount** 3717 12/21/2021 018837 018837 INSURANCE PROGRAM MANAGERS (Continued) Total: 38.45 20,672.48 18 Vouchers for bank code: ipmg Bank total: Total vouchers:

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

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Page:

Bank code :	apbank						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195293	12/31/2021	015867	ADVANCED COMMUNICATIONS, INC	16263		NEW UPS FOR THE AV RACK	_
					VTP-018852	01-26-025-72520	2,380.00
						Total :	2,380.00
195294	12/31/2021	013749	AMERICAN COMPUTER &	27679		MAINT AGREEMENT TELETICKET X	
						01-26-024-72513	118.75
						01-26-023-72513	118.75
						60-00-000-72513	124.69
						63-00-000-72513	41.56
						64-00-000-72513	71.25
						Total :	475.00
195295	12/31/2021	002628	AMERICAN WATER	122921		DEC'21 SEWER TREATMENT BROC	
						64-00-000-73225	46,969.92
						Total :	46,969.92
195296	12/31/2021	002424	AMERICAN WATER WORKS ASSOC	122721		AWWA MEMBERSHIP FOR R.SIERF	
						60-00-000-72720	29.75
						63-00-000-72720	29.75
						64-00-000-72720	25.50
				122721.		AWWA MEMBERSHIP FOR J.PETEF	
						60-00-000-72720	29.75
						63-00-000-72720	29.75
						64-00-000-72720	25.50
						Total :	170.00
195297	12/31/2021	020071	AMSIVE LLC	551473		DECEMBER 1ST 2021 WATER BILLS	
						60-00-000-72310	1,205.72
						64-00-000-72310	516.73
						Total :	1,722.45
195298	12/31/2021	018764	B & B HOLIDAY DECORATING LLC	1707		CHRISTMAS DECORATIONS 2021 C	
					VTP-018788	01-35-000-73112	37,422.32
						Total :	37,422.32
195299	12/31/2021	020280	BETTENHAUSEN & ASSOCIATES LLC	122321		FINANCIAL AND ADMIN PROF SVC	

2

Page:

vchlist

12/30/2021

9:12:38AM

Voucher List

Village of Tinley Park

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195299	12/31/2021	020280	BETTENHAUSEN & ASSOCIATES LLC	(Continued)			
				,		01-15-000-72790	4,875.00
						Total :	4,875.00
195300	12/31/2021	003396	CASE LOTS INC	8857		CANLINER AND ANTIMICROBIAL SC	
						01-26-025-73580	499.65
						Total :	499.65
195301	12/31/2021	003229	CED/EFENGEE	4975-1009288		PHOTO SENSOR AND BLUE WIRE (
						01-26-024-73570	439.26
				4975-1009289		ELECT TAPE	
						01-26-024-73570	150.00
						Total :	589.26
195302	12/31/2021	018325	CHICAGO TRIBUNE COMPANY LLC	166164234		SUBSCRIPTION THRU 3/8/22	
						01-14-000-72720	53.50
						Total :	53.50
195303 12/31/2021	013820	CINTAS CORPORATION	5088674019		MEDICINE CABINET - PUBLIC SAFE		
						01-26-025-73117	333.81
				5088674020		MEDICINE CABINET - PUMP HOUSE	
						01-26-025-73117	59.47
				5088674054		MEDICINE CABINET - POLICE DEPA	
				E000074000		01-26-024-73117	218.89
				5088674068		MEDICINE CABINET - FD TRAINING 01-26-025-73117	90.26
				5088674071		MEDICINE CABINET - PUBLIC WOR	90.20
				000007 107 1		01-26-025-73117	415.21
				5088674076		MEDICINE CABINET - VILLAGE HAL	
						01-26-025-73117	215.00
				5088674082		MEDICINE CABINET - PUMP HOUSE	
						01-26-025-73117	63.40
				5088674092		MEDICINE CABINET - PD SHOOTIN	44.40
						01-26-025-73117 Total :	41.12 1,437.16
							1,457.10
195304	12/31/2021	013820	CINTAS CORPORATION	4104875351		MATS-VH	

Page:

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

oucher/	Date	Vendor		Invoice	PO #	Description/Account	Amoun
195304	12/31/2021	013820	CINTAS CORPORATION	(Continued)			
				,		01-26-025-72790	210.33
				4105835446		MAT- PW	
						01-26-025-72790	230.64
				4106013437		MATS - PD	
						01-26-025-72790	111.81
						Total :	552.78
195305	12/31/2021	013892	COMED	6771163052		ACCT#6771163052 TRAFFIC SIGNA	
						01-26-024-72510	2,966.14
						Total:	2,966.14
						Total .	2,000.14
195306	12/31/2021	013878	COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 17529 66TH AVE	
						01-26-024-72510	43.91
			0052035006		ACCT#0052035006 6720 SOUTH ST		
					01-26-025-72510	1,496.92	
			0363058226		ACCT#0363058226 9340 W 179TH S		
					01-26-024-72510	119.45	
				0369095018		ACCT#0369095018 6761 NORTH ST	
						01-26-024-72510	489.72
			0522112018		ACCT#0522112018 17048 OPA 11/17		
					01-26-024-72510	29.75	
				1222218001		ACCT#1222218001 1E OPA NORTH	
						70-00-000-72510	91.87
			1224165129		ACCT#1224165129 7053 W 183RD §		
						01-26-024-72510	89.47
				2761036017		ACCT#2761036017 8317 AMBERLY	
						01-26-024-72510	72.14
				3784064010		ACCT#3784064010 16301 CENTRAL	
						60-00-000-72510	128.64
						63-00-000-72510	128.65
				6771163043		ACCT#6771163043 87TH AV 3PS 17	
						01-26-024-72510	2,848.46
				7063131025		ACCT#7063131025 7813 174TH ST	
						64-00-000-72510	38.77
				7398024011		ACCT#7398024011 7000 W 183RD 5	
						01-26-024-72510	52.41

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Page:

Bank code :	apbank
-------------	--------

Voucher	Date	Vendor		Invoice	PO#	Description/Account	Amount
195306	12/31/2021		013878 COMED - COMMONWEAL	TH EDISO! (Continued)		 Total :	5,630.16
195307	12/31/2021	018234	CORE & MAIN LP	Q082330		HYMAX 2 FLIP CPLG,CPLG STRON(60-00-000-73630 63-00-000-73630 64-00-000-73630 Total:	457.66 50.85 217.93 726.4 4
195308	12/31/2021	003635	CROSSMARK PRINTING, INC	85138		NOT APPROVAL LABEL - RED FLOU	
				85139		01-33-000-72310 PLUMBING INSPECTION APPROVAL	189.90
				85143		01-33-000-72310 OK TO POUR CONCRETE / ASPHAL	189.90
				00110		01-33-000-72310	260.84
						Total :	640.64
195309	12/31/2021	012198	CRYDER ENTERPRISES, INC.	2735	VTP-018579	HYDRANT PAINTING PROJECT 40 F 60-00-000-72790	3,320.00
					VIF-016379	Total :	3,320.00
195310	12/31/2021	014232	DIGI-KEY CORPORATION 1453109	86306245		PURCHASE OF U.P.S.	
					VTP-018894 VTP-018894	60-00-000-72528 63-00-000-72528	261.12 261.12
					VII 010001	Total:	522.24
195311	12/31/2021	004176	FEDEX (FEDERAL EXPRESS)	7-606-40406		ACCT#628785953 SHIPPING COSTS	
						01-13-000-72110 01-14-000-72110	28.58 33.65
						Total:	62.23
195312	12/31/2021	004756	FIRST MIDWEST BANK 312	312-136		SAFETY DEPOSIT BOX 312-136	
						01-17-205-73600 Total :	145.00 145.00
195313	12/31/2021	002877	G. W. BERKHEIMER CO., INC.	993447		FILTERS	1-0.00
190010	12/31/2021	002011	O. W. BERRITEINER CO., INC.	333447		01-26-025-72520	56.28
						Total :	56.28

Page | 77

Page:

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
195314	12/31/2021	017574	GRAVES, JEFFREY	120621		PER DIEM: 1/10-1/12/22 HOMELANE 01-17-220-72140 Total :	45.00 45.0 0
195315	12/31/2021	020319	HANEX UTILITIES	Ref001415454		UB Refund Cst #00514936 60-00-000-20599 Total :	451.01 451.0 1
195316	12/31/2021	019792	HANSON AGGREGATES MIDWEST INC	40984046		56001218/016CA07 BED/BACKFILL 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	508.74 56.53 242.26 403.77 134.59
195317	12/31/2021	005127	INGALLS OCCUPATIONAL MEDICINE	300041		NOV'21 EMPLOYEE SCREENING 01-41-040-72846 Total :	489.00 489.00
195318	12/31/2021	013235	INTEGRITY SIGN COMPANY	88692		FURNISH 263 - 18"X12" BANNER SI. 01-26-023-73830 Total :	499.00 499.0 0
195319	12/31/2021	005186	INTERSTATE BATTERY SYSTEM	10074406		M-65HC BATTERY 01-26-024-72540 Total :	101.15 101.15
195320	12/31/2021	004875	IRMA	SALES0019703		NOVEMBER'21 DEDUCTIBLE 01-14-000-72541 70-00-000-72541 Total :	1,018.40 2,280.00 3,298.40
195321	12/31/2021	005212	JSR ENTERPRISES INC	25359	VTP-018871	WATER FOUNTAIN/BOTTLE FILLER 30-00-000-75907 Total :	4,995.00 4,995.0 0
195322	12/31/2021	011466	JEWEL OSCO	121621		****8778 SODA FOR VENDING	

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Page:

Bank code	:	apbank
-----------	---	--------

oucher ouch	Date	Vendor		Invoice	PO #	Description/Account	Amoun
195322	12/31/2021	011466	JEWEL OSCO	(Continued)			
						01-14-000-73115	10.96
						Total :	10.96
95323	12/31/2021	018269	LIGHTING SOLUTIONS OF ILLINOIS	10185		4G GATEWAY RETROFIT BOX	
					VTP-018877	01-26-024-72530	1,750.00
						Total :	1,750.00
5324	12/31/2021	006559	LINDE GAS & EQUIPMENT INC	67924538		ACETYLENE 11/20-12/20/21	
						01-26-024-73730	61.80
						01-26-023-73730	123.62
						60-00-000-73730	43.27
						63-00-000-73730	43.27
						64-00-000-73730	37.08
						Total :	309.04
95325 12/31/2021	12/31/2021	013969	MAP AUTOMOTIVE OF CHICAGO	40-644265		CORE CREDIT 40-25105	
					01-17-205-72540	-64.00	
		40-645458		RESRVR ASY TRUCK#50			
				10.010077		01-26-023-72540	17.45
				40-646077		BXT65850 BATTERY FOR UNIT 35	445.00
						01-26-024-72540	115.08
						Total :	68.53
5326	12/31/2021	012631	MASTER AUTO SUPPLY, LTD.	15030-112237		CQ CLAY OIL ABSORBNT	
						01-26-023-73840	29.98
						01-26-024-73840	14.98
						60-00-000-73840	10.49
						63-00-000-73840	10.49
				45000 440040		64-00-000-73840	9.00
				15030-112249		VAPOR CAN VENT SOL, TPMS SEN 01-26-024-72540	113.20
						01-26-024-72540 Total :	113.20 188.14
							100.14
95327	12/31/2021	005645	MEADE ELECTRIC COMPANY INC.	698757		TRAFFIC SIGNAL MAINTENANCE	
						01-26-024-72775	495.00
						Total :	495.00

7

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Page:

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195328	12/31/2021	006074 MENARDS	15308		LED SWITCH LIGHT, ALIEN TAPE 3	
					60-00-000-73410	19.15
					63-00-000-73410	2.13
					64-00-000-73410	9.11
			15309		ENERGIZER BATTERY	
					60-00-000-73410	11.33
					63-00-000-73410	1.26
					64-00-000-73410	5.40
			15319		TOP SOIL	
					01-26-023-73680	18.16
			15453		32OZ 409 ALL PURPOSE CLEANER	
					01-26-025-73580	44.76
			15460		RIVETS AND ALUM RIVET 100PC	
					01-26-025-73840	12.98
			15510		3#TC SHADY GRASS MIX AND TOP	
					01-26-025-72520	42.27
					Total :	166.55
195329	12/31/2021	021 006475 PARK ACE HARDWARE	67141/1		ACCT#891431 INV#67141/1 ZIRCON	
					60-00-000-73410	12.59
					63-00-000-73410	1.40
				64-00-000-73410	6.00	
					Total :	19.99
195330	12/31/2021	020299 POINT B COMMUNICATIONS INC	INV-16112		POINT A DISCOVERY SESSION WO	
100000	12/01/2021	ozozoo i onti b commente, monto mo		VTP-018893	01-35-100-72790	8,512.00
				V11 -010030	Total :	8,512.00
						0,512.00
195331	12/31/2021	006780 POMP'S TIRE SERVICE, INC	410921438		(12) 245/55VR18 GOODYEAR POLIC	
				VTP-018891	01-17-205-73560	1,672.28
			410921549		225/70R19.5 FIRESTONE TRANSFO	
				VTP-018895	01-26-023-73560	969.72
					Total :	2,642.00
195332	12/31/2021	006850 QUILL CORPORATION	21027265		STAPLER,PLANNER,ENVELOPE,RU	
					01-33-000-73110	280.38
						200.00

Page:

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Da	te	Vendor		Invoice	PO #	Description/Account		Amoun
12/31	/2021	006850	006850 QUILL CORPORATION	(Continued)		Tota	l :	280.38
12/31	/2021	006874	ROBINSON ENGINEERING CO. LTD.	21120243		21-R0708 TP LOYOLA MEDICAL (1	7!	
						01-14-000-72840		5,050.25
						Tota	l :	5,050.25
12/31	/2021	007629	SAM'S CLUB DIRECT	122821		BATTERY,TIDE,KLEENEX,WATER		
						01-26-025-73580		24.72
						01-26-024-73115		6.28
						01-26-024-73110		7.58
						01-26-023-73115		12.58
						01-26-023-73110		15.18
						60-00-000-73115		4.40
						63-00-000-73115		4.40
						64-00-000-73115		3.78
						60-00-000-73110		9.56
						63-00-000-73110		1.06
						64-00-000-73110	_	4.56
						Tota	l:	94.10
12/31	/2021	018104	SBA STEEL,LLC	IN14061191		TOWER SITE RENT #IL46494-A-03	3.	
						60-00-000-72631		201.01
						63-00-000-72631		201.01
						64-00-000-72631		201.01
						01-17-205-72631		402.04
						01-19-000-72631		335.03
						Tota	I:	1,340.10
12/31	/2021	007224	STANDARD EQUIPMENT COMPANY	P33630		CAM-LOK DUST CA STRETT UNIT	9	
						01-26-023-72540		72.44
				P33631		REMAN AIR (BRAKE) COMPRESS	Ol	
					VTP-018892	01-26-023-72530		1,512.87
						Tota	l :	1,585.31
12/31	/2021	015452	STEINER ELECTRIC COMPANY	S007040875.001		PHIL MHC50/U/M/4K ELITE LAMP		
						01-26-025-72520		619.38
				S007048822.001		600V MIDGET FUSE		

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Page:

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
195337	12/31/2021	015452	STEINER ELECTRIC COMPANY	(Continued)				
				, ,		01-26-024-73570		170.40
							Total :	789.78
195338	12/31/2021	004106	TYLER TECHNOLOGIES INC	045-362778		MAINTENANCE SUPPORT	1/1-12/31	
						01-11-000-72655		1,010.62
						01-12-000-72655		6,063.74
						01-13-000-72655		3,031.87
						01-15-000-72655		12,127.48
						01-16-000-72655		5,053.12
						01-17-205-72655		41,435.56
					01-19-000-72655		6,063.74	
						01-21-000-72655		2,021.25
						01-21-210-72655		5,053.12
						01-26-023-72655		5,305.77
						01-26-024-72655		2,021.25
						01-26-025-72655		2,273.90
						01-33-300-72655		10,106.23
						01-33-310-72655		3,031.87
						01-33-320-72655		1,010.62
						01-35-000-72655		5,053.12
						14-00-000-72655		1,010.62
						60-00-000-72655 63-00-000-72655		8,595.35 955.04
						64-00-000-72655		4,093.02
						01-19-020-72655		9,095.61
						01-19-020-72055	Total :	134,412.90
							iotai :	134,412.90
195339	12/31/2021	008040	UNDERGROUND PIPE & VALVE CO	052857		CLAMPS		
					VTP-018887	63-00-000-73630		20.65
					VTP-018887	64-00-000-73630		88.50
					VTP-018887	60-00-000-73630		187.74
					VTP-018887	63-00-000-73630		20.86
					VTP-018887	64-00-000-73630		89.40
					VTP-018887	60-00-000-73630		185.85
							Total :	593.00

9:12:38AM

apbank

Page | 82

Page:

10

vchlist

12/30/2021

Bank code :

Voucher List Village of Tinley Park

oucher	Date Vendor	Invoice	PO #	Description/Account	Amoun
195340	12/31/2021 010165 WAREHOUSE DIRECT WO	ORKPL SOLTNS 5127366-0		PAPER	
				60-00-000-73110	34.6
				63-00-000-73110	3.8
				64-00-000-73110	16.4
		5129635-0		SCISSORS,CLIP BULLDG,NOTE PAI	
				01-26-023-73110	33.9
				01-26-024-73110	16.9
				60-00-000-73110	21.3
				63-00-000-73110	2.3
				64-00-000-73110	10.1
		5129703-0		TAG,SHPG,13PT,#5GN	
				01-26-024-73110	9.5
				01-26-023-73110	19.0
				60-00-000-73110	12.0
				63-00-000-73110	1.3
				64-00-000-73110	5.7
				Total :	187.5
95341	12/31/2021 011055 WARREN OIL CO.	W1441084		N.L. GAS USED 11/27-12/14/21	
	12/01/2021 011000 WWW.LIT 012 00.			01-17-205-73530	10,109.3
				01-19-000-73530	602.8
				01-19-020-73530	80.3
				01-21-000-73530	711.5
				60-00-000-73530	1,074.0
				63-00-000-73530	268.5
				64-00-000-73530	575.3
				01-26-023-73530	1,649.7
				01-26-024-73530	668.1
				01-33-300-73530	157.2
				01-33-310-73530	34.0
				01-12-000-73530	129.7
				01-14-000-73532	39.7
				01-14-000-73531	3,298.5
				01-42-000-73530	412.9
		W1441085		DIESEL USED 11/27-12/15/21	
				01-17-205-73530	68.0
				01-19-000-73545	1,264.2

Page | 83

11

Page:

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
195341	12/31/2021	011055 WARREN OIL CO.	(Continued)			
			,		60-00-000-73545	1,679.02
					63-00-000-73545	419.75
					64-00-000-73545	899.47
					01-26-023-73545	2,085.68
					01-26-024-73545	319.63
					01-14-000-73531	2,602.14
					Total	29,150.25
195342	12/31/2021	010808 WATER ENVIRONMENT FEDERATION	17998697		MEMBERSHIP J.URBANSKI	
					01-26-023-72720	85.00
					60-00-000-72720	49.98
					63-00-000-72720	9.52
					64-00-000-72720	25.50
					Total	170.00
ļ	50 Vouchers	for bank code : apbank			Bank total	310,256.41

Page | 84

12

vchlist

12/30/2021

9:12:38AM

57 Vouchers in this report

Voucher List Village of Tinley Park

Page:

Bank code :	ipmg						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
3718	12/28/2021	018837	INSURANCE PROGRAM MANAGERS GI	200803W006		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542 Total :	264.14 264.14
3720	12/28/2021	018837	INSURANCE PROGRAM MANAGERS GI	R 200803W006-1		PAYEE-PETERSON JOHNSON & ML 01-14-000-72542 Total:	93.00 93.00
3721	12/28/2021	018837	INSURANCE PROGRAM MANAGERS GI	R 210526W019		PAYEE-PETERSON, JOHNSON & MI 01-14-000-72542 Total :	31.00 31.00
3722	12/28/2021	018837	INSURANCE PROGRAM MANAGERS GI	RI 200803W006-2		PAYEE-PETERSON, JOHNSON & MI 01-14-000-72542 Total :	77.50 77.50
3723	12/28/2021	018837	INSURANCE PROGRAM MANAGERS GI	R 210421W008		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542 Total :	1,704.52 1,704.52
3724	12/28/2021	018837	INSURANCE PROGRAM MANAGERS GI	R 210526W019-1		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542 Total :	2,247.68 2,247.68
3725	12/28/2021	018837	INSURANCE PROGRAM MANAGERS GI	RI 200803W006-3		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542 Total :	1,113.02 1,113.02
7	Vouchers f	or bank	code: ipmg			Bank total :	5,530.86

Total vouchers :

315,787.27

Page | 85

13

vchlist

12/30/2021

9:12:38AM

Voucher List Village of Tinley Park Page:

Bank code	: ipmg					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
	Hall do hereb	ark Village Board having duly met at Village by certify that the following claims or demands village were presented and are approved for presented on the above listing.				
		ereof, the Village President and Clerk of Tinley Park, hereunto set their hands.				
		Village President				
		Village Clerk				
		Date				



Date: December 21, 2021

To: Village Board (Board of Trustees)

Pat Carr, Village Manager

From: Kimberly Clarke, AICP

Community Development Director

Subject: Regulation of Tobacco and Nicotine-Related Retail Uses

Tobacco and nicotine-related retail uses are not specifically defined or regulated in the Zoning Ordinance. Since the adoption of the current Zoning Ordinance in 1978 tobacco-related uses have been regulated under a generic "Retail Stores" definition. Generic "Retail Stores" are permitted in the B-2 (Community Shopping) and B-3 (General Business and Commercial) zoning districts and prohibited in all others. Tobacco-related retail establishments have grown in popularity and evolved significantly over the years. These uses may pose some unique concerns related to their locations and overall regulation, as compared to other types of "retail stores".

On September 7, 2021 at the Village Committee of the Whole meeting, Village staff sought direction on addressing tobacco-related uses. The Committee's recommendations included making a specific tobacco-related use definition and requiring them to be special uses in the primary business districts. The Special Use process would be used to analyze how they fit into the proposed area and existing concentration of similar uses. The Committee recommended staff research and have the Plan Commission provide a recommendation on the proposed changes. The drafted amendment included definitions for uses (Tobacco Stores and Accessory Tobacco Sales) and product types. Tobacco Stores were proposed as a Special Use in the B-2 and B-3 zoning districts with a maximum of one per zoning lot.

The Plan Commission held a Workshop on October 21, 2021 and a Public Hearing on November 18, 2021. Some Commissioners expressed concerns that existing Tobacco Store businesses might not be able to sell the business due to the nature of Special Uses (business-specific and do not run with the land) and the proposed maximum of one per zoning lot. The Plan Commission voted 3-2 against recommending denial of the proposed text amendments for approval to the Village Board. One alternative to the original proposal the Village Board may wish to consider is removing the maximum of one Tobacco Store per zoning lot but keeping the special use requirement.

The Plan Commission proposed a second motion recommending the Village Board consider amending Chapter 120 "Comprehensive Regulation of Tobacco Products" to increase the minimum required distance to certain institutions. The Plan Commission voted 5-0 recommending this motion. Section 120.10, however, does not only include tobacco stores, but rather "any person to sell, offer for sale, give away or deliver tobacco products". This would cause numerous existing businesses with both primary and accessory tobacco sales to become non-compliant, and result in issues with business licensing. It would not be possible to request a variation from this portion of the Village's Code of Ordinances. Staff recommends that the Village Board rather consider text amendments within the Zoning Ordinance where primary Tobacco Stores and Accessory Tobacco Sales can be regulated separately.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO.2021-O-091

AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING TOBACCO AND NICOTINE RELATED RETAIL USES

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2021-O-91

AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING TOBACCO AND NICOTINE RELATED RETAIL USES

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 65 ILCS 5/1-2-1, the Village may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities; and

WHEREAS, the Village adopted ordinance 2019-O-038 amending Title XI Chapter 120 of the Tinley Park Municipal Code entitled "Comprehensive Regulation of Tobacco Products" in the Village of Tinley Park; and

WHEREAS, amendments to the Tinley Park Zoning Ordinance have been proposed and processed in accordance with the provisions of the Tinley Park Zoning Ordinance; and

WHEREAS, after due notice as required by law the Plan Commission of the Village held a Public Hearing on November 18, 2021, on said amendments and submitted its findings and recommendation that the proposed amendments be adopted, and this President and Board of Trustees has duly considered said findings and recommendations; and

WHEREAS, the Plan Commission voted 3-2 in recommending denial of the proposed Amendment to the Tinley Park Zoning Ordinance with a condition of a maximum of one Tobacco Store per zoning lot; and

WHEREAS, the Village Board directed Staff to remove the maximum of one Tobacco Store per zoning lot at the Regular Meeting of the Village Board on December 21, 2021.

WHEREAS, the President and Board of Trustees have reviewed the matter herein and have determined that amending the Zoning Ordinance to regulate tobacco and nicotine related retail uses, is in the best interest of the Village of Tinley Park.

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

- <u>Section 1</u>: That the report and findings and recommendation of the Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely as if fully recited herein at length.
- <u>Section 2</u>: That this President and Board of Trustees, after considering the report and findings and recommendation of the Plan Commission and other matters properly before it, finds, in addition to the findings set forth in Section 1 hereof as follows:
 - (a) That the purpose of the proposed text amendments is to define and regulate tobacco and nicotine related retail uses to allow Tobacco Stores as a Special Use in the B-2 (Community Shopping) and B-3 (General Business and Commercial) zoning districts with a maximum of one per zoning lot, and to allow Accessory Tobacco Sales as a permitted use in the B-1 (Neighborhood Shopping), B-2 (Community Shopping), B-3 (General Business & Commercial), B-4 (Office and Service Business), and B-5 (Automotive Service Business), zoning districts; and
 - (b) That the proposed text amendments are designed to improve the health, safety and welfare of the Village of Tinley Park and its residents; and
 - (c) That the proposed text amendments will contribute favorably to the economic development of the Village as a whole; and
 - (d) That the proposed text amendments foster the intent and purpose of the Zoning Ordinance as set forth in Section I of the Zoning Ordinance and are in the best interests of the Village and its residents.
- <u>Section 3</u>: That Section II.B. (Definitions) is hereby amended by adding the following in alphabetical order as follows:

<u>TOBACCO STORE</u>: A retail establishment that derives 65% or more of its gross revenue from the sale of Tobacco Products and Alternative Nicotine Products, and in which the sale of other products is merely incidental.

<u>ACCESSORY TOBACCO SALES</u>: A retail establishment that derives less than 65% of its gross revenue from the sale of Tobacco Products and Alternative Nicotine Products, and in which the sale of other non-tobacco-related products is the primary function.

<u>TOBACCO PRODUCT</u>: (1) Any product which contains, is made, or derived from tobacco or used to deliver nicotine or other substances intended for human consumption, whether smoked, heated, chewed, dissolved, inhaled, snorted, sniffed, or ingested by any other means,

including, but not limited to, cigarettes, cigars, little cigars, cheroots, stogies, periques, granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco, snuff, snuff flour, bidis, snus, mints, hand gels, Cavendish, plug and twist tobacco, fine cut and other chewing tobaccos, shorts, refuse scraps, clippings, cutting, and sweepings of tobacco; (2) electronic smoking devices; (3) notwithstanding any provision of subsections (1) and (2) to the contrary, "Tobacco Product" includes any component, part, accessory, or associated tobacco paraphernalia of a tobacco product whether or not sold separately. Excluded from this definition is any product that contains marijuana and any products specifically approved by the U.S. Food and Drug Administration for use in reducing, treating, or eliminating nicotine or tobacco dependence or for other medical purposes when these products are being marketed and sold solely for such approved purpose.

ALTERNATIVE NICOTINE PRODUCT: As defined in the Illinois Compiled Statutes, 720 ILCS 675/1.5, a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. This definition excludes cigarettes, smokeless tobacco, or other tobacco products and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Section 4: That Section V.B. (Schedule of Regulations) Schedule I (Schedule of Permitted Uses-By Use Type) is hereby amended by adding certain terms (in bold) under the heading of "Retail Uses" to indicate the use "Tobacco Store" as a Special Use in the B-2 (Community Shopping District) and B-3 (General Business and Commercial District), and the use "Accessory Tobacco Sales" is allowed in the B-1 (Neighborhood Shopping), B-2 (Community Shopping), B-3 (General Business and Commercial), B-4 (Office and Service Business District), and B-5 (Automotive Service District), zoning districts to read as follows:

RETAIL USES	R-1 thru	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
	R-7								
Tobacco Store	х	Х	S	S	Х	Х	Х	Х	х
Accessory Tobacco Sales	х	A	A	Α	Α	Α	Х	х	х

<u>Section 5</u>: That Section V.B. Schedule I (Schedule of Permitted Uses-By District) is hereby amended by adding a certain term under the heading "B-2 Community Shopping" in alphabetical order to read as follows: "Tobacco Store" with a "S" to denote a Special Use.

<u>Section 6</u>: That Section V.B. Schedule I (Schedule of Permitted Uses-By District) is hereby amended by adding a certain term under the heading "B-1 Neighborhood Shopping" in alphabetical order to read as follows: "Accessory Tobacco Sales" with a "A" to denote a Permitted Accessory Use.

<u>Section 7</u>: That Section XII, Section 3.A, Table 3.A.2. (Legacy Code - Prohibited Uses) is hereby amended by amending a certain term under the heading "Prohibited" from "Retail sales of tobacco, hookah, cigarette, cigar, e-cigarette, and vapor products as a principal use" in alphabetical order to read as follows: "Tobacco Store".

Section 8: 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 9: That this Ordinance shall be in full force and effect from and after its adoption and approval.

<u>Section 10</u>: That the Village Clerk is hereby 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 4" day of January 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 4 th day of January 2022.	
ATTEST:	VILLAGE PRESIDENT
VILLAGE CLERK	

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-091 "AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING TOBACCO AND NICOTINE RELATED RETAIL USES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 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 January 2022.

KRISTIN A. THIRION, VILLAGE CLERK

PAMPHLET

FRONT OF PAMPHLET

ORDINANCE NO. 2021-O-091

AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING TOBACCO AND NICOTINE RELATED RETAIL USES

Published in pamphlet form this day of _ Authorities of the Village of Tinley Park, Cook a	, 2022, by Order of the Corporate and Will Counties, Illinois.
By:	
· ·	KRISTIN A. THIRION Village Clerk

PAMPHLET

BACK OF PAMPHLET

ORDINANCE NO. 2021-O-091

AN ORDINANCE AMENDING THE TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING TOBACCO AND NICOTINE RELATED RETAIL USES

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2022-O-001

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAT AT CERTAIN PROPOERTY FOR THE OAK RIDGE SUBDIVISION (DR HORTON – OAK RIDGE)

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2022-O-001

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAT AT CERTAIN PROPOERTY FOR THE OAK RIDGE SUBDIVISION (DR HORTON – OAK RIDGE)

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

WHEREAS, a petition for the granting of a Special Use for Preliminary Approval of a Substantial Deviation for a Planned Unit Development to allow for the approved development of property located at the southeast corner of Ridgeland Ave. & Oak Forest Ave (excluding 17201 Ridgeland Ave), Tinley Park, Illinois ("Subject Property"), has been filed by DR Horton Inc – Midwest ("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 and Preliminary Plat should be granted on December 16, 2021, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

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

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

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

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

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

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Planned Unit Development set forth in Section VII.C, Special use standards in Section X.J.5., and the Site Plan and Architecture guidelines as set forth in Section III.U.6., and the proposed granting of the PUD and Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

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

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village:
- B. The Planned Unit Development will not substantially injure, or damage the use, value, and enjoyment of the surrounding property, nor hinder or prevent the development of surrounding property in accordance with the Land Use Plan of the Village;
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated;
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police, and fire protection;
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- F. The street system serving the Planned Unit Development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the Planned Unit Development will be adequate to serve the residents or occupants of the proposed development;
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities, or common open space, the developer shall provide and submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained;
- H. The general development plan shall contain such proposed covenants, easements, and other provisions relating to the bulk, location, and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the Planned Unit Development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development;
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably be required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion; and
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

- <u>X.J.5. Standards:</u> 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;
 - There is no danger to the public with additional residential housing proposed.
 - 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;
 - Residential housing surrounds the development and residential uses are less intense than the former commercial and light industrial uses. The proposed zoning is a better fit for the area.
 - 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 remaining land has been planned in concept to tie into the surrounding area's roads, utilities, sidewalks, and other development aspects. The remaining commercial areas have been planned for potential residential development in concept as well.
 - d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - There are adequate roadways, utilities, and drainage existing around the site and proposed throughout the new development.
 - 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;
 - The ingress and egress access points have been reviewed by the Village Engineer for their best placement on the site and for overall traffic flow for the area.
 - 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; and
 - The buildings will comply with all other code requirements of the Village not covered by an Exception to the Zoning Ordinance indicated in the PUD documents and plans.
 - g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

• The development will add additional residents that help support surrounding businesses and add additional property taxes where the vacant land currently provides minimal support to various public bodies.

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

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF OAK FOREST AVENUE (SAID LINE BEING 60 FEET SOUTHEASTERLY OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY), AND THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4); THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, ALONG SAID EAST LINE OF RIDGELAND AVENUE, 358.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 1285.59 FEET TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4, 544.91 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 758.60 FEET TO THE EAST LINE OF THE WEST 577.00 FEET OF SAID SOUTHWEST* 1/4; THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4. 521.12 FEET TO THE NORTH LINE OF THE SOUTH 703 FEET OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 527.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 00 MINUTES 14 SECONDS EAST, ALONG SAID EAST LINE OF RIDGELAND AVENUE, 1066.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF OAK FOREST AVENUE (SAID LINE BEING 60 FEET SOUTHEASTERLY OF (BY RECTANGULAR

MEASUREMENT) AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY), AND THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4): THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS EAST, ALONG SAID EAST LINE OF RIDGELAND AVENUE 358.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 345.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 941.25 FEET TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 902.43 FEET TO THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST ALONG THE LAST DESCRIBED LINE 282.49 FEET TO THE AFORESAID SOUTHEASTERLY LINE OF OAK FOREST AVENUE: THENCE SOUTH 61 DEGREES 29 MINUTES 52 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 747.91 FEET TO A LINE THAT IS 345.00 FEET EAST OF AND PARALLEL WITH THE AFORESAID EAST LINE OF RIDGELAND AVENUE; THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 545.25 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. *AMENDED SCRIVNER'S ERROR

PARCEL 3:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET RECTANGULAR MEASUREMENT) SOUTHEASTERLY (BY SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE, SAID EAST LINE BEING 50 FEET EAST (BY RECTANGULAR MEASUREMENT) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 298.00 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345.00 FEET; THENCE NORTH ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 491 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE AND MAKING AN ANGLE 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM NORTH TO EAST) A DISTANCE OF 290.14 FEET TO A POINT BEING 600 FEET EAST OF AND PARALLEL TO THE EAST LINE OF RIDGELAND AVENUE; THENCE SOUTH ALONG A LINE MAKING AN ANGLE OF 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTHWESTERLY TO SOUTH) A DISTANCE OF 683.81 FEET TO A POINT OF INTERSECTION WITH A LINE, SAID LINE BEING DRAWN AT RIGHT ANGLES TO THE EAST LINE OF RIDGELAND AVENUE AND BEING 358 FEET SOUTH OF THE INTERSECTION OF THE SOUTH LINE OF OAK FOREST AVENUE AND THE EAST LINE OF RIDGELAND AVENUE; THENCE WEST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 600.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 298 FEET ALONG THE EAST LINE OF RIDGELAND SOUTH FROM THE POINT OF INTERSECTION OF SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4), THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET, THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 60 FEET, THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET TO THE PLACE OF BEGINNING).

PARCEL IDENTIFICATION NUMBERS: 28-29-200-030-0000, 28-29-200-036-0000, and 28-29-300-041-0000

COMMONLY KNOWN AS: SEC Ridgeland Ave. & Oak Park Ave (previously referred to as 17301 Ridgeland Ave, 6301 Oak Forest Ave, 6200 175th St) but excluding 17201 Ridgeland Ave, Tinley Park, IL 60477

SECTION 4: That a Special Use Permit for a Preliminary Planned Unit Development for the Oak Ridge Subdivision at the Subject Property, in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**, and subject to the following conditions, is hereby granted:

- 1. The PUD exceptions and restrictions from the Zoning Ordinance, as listed in the staff report (and below in the oridnance), shall be included within the Preliminary and Final PUD ordinance documents.
- 2. Final PUD and Plat Approval is required and shall be in substantial compliance with the plans, documents, findings, conditions, discussion, and agreements determined as part of the Preliminary PUD approval.
- 3. Final conditions, covenants, and restrictions (CC&Rs) shall be submitted outlining ownership and association responsibilities.
- 4. A Special Service Area (SSA) shall be established over the development at the time of Final Approval.
- 5. The public park design and layout shall be finalized at final approval. The timeline of completion and acceptance shall be agreed upon with the Tinley Park Park District.

- 6. A cash-in-lieu payment for the sidewalks on Ridgeland Ave and Oak Forest Ave be submitted prior to issuance of any permits. The payment is currently estimated by the engineer at \$82,279 but is subject to changes related to increases in construction or material cost.
- 7. Final approval is subject to final engineering review and approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Cook County DOT, MWRD, and IEPA.

SECTION 5: Any future final approval of the Oak Ridge Planned Unit Development shall be in substantial conformance with the approved plans and subject to the following additional allowances and restrictions from the Zoning Ordinance:

1. PUD Additional Allowances:

- a) Permit no brick/masonry on the first-floor rear elevations of the single-family attached townhomes per the approved elevations.
- b) Permit partial first-floor brick/masonry on the first-floor side elevation of the single-family attached townhomes per the approved elevations.
- c) Permit the 81 detached single-family home lots to have a maximum of 40% lot coverage instead of the maximum 35% permitted by the Zoning Ordinance.

2. PUD Additional Restrictions:

- a) The detached single-family home portion of the development is only permitted to have detached single-family homes and does not permit attached single-family, semi-detach single-family, or two-family residences typically permitted in R-5 zoning.
- b) A minimum combined side yard setback of 15' between two neighboring principal structures is required, as opposed to the R-5 requirements of 5' minimum side yard setback and minimum 10' combined between structures.
- c) Public right-of-way aprons and private driveways shall be limited to a width of 22' for two-car garages and 28' for three-car garages. These widths shall include any "flares" at the roadway.
- d) No detached garages shall be permitted within the development.
- e) Attached garages shall not be permitted to be converted to living space.
- f) Any single-family home additions shall be constructed of matching masonry on the first floor, including sunrooms and three-season rooms.
- g) Townhomes shall not be permitted any future building/structure additions including sunrooms, three-season rooms, etc.
- h) Only detached single-family home and townhome elevations approved with the original PUD shall be constructed. Any other elevations shall require approval of a substantial deviation.
- i) The association shall be required to enter into a parking enforcement agreement with the Village to allow Police enforcement of parking and traffic violations on any private roadways.
- j) Parking restrictions on all private streets shall be the same as public streets and limited to one side of the roadway to allow for fire department and emergency response access.
- k) A minimum of 50% of the front yard for single-family homes shall be pervious surface (landscaping, turf, etc.)

SECTION 6: 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 7: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 8: 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 4 th day of January, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 4 th day of January, 2022.	
A TTEOT	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLERK	

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-001, "AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PRELIMINARY PLANNED UNIT DEVELOPMENT AND PRELIMINARY PLAT AT CERTAIN PROPOERTY FOR THE OAK RIDGE SUBDIVISION (DR HORTON – OAK RIDGE)" which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 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 January, 2022.

VILLAGE CLERK	

Exhibit A - List of Reviewed Plans

	Submitted Sheet Name	Prepared By	Date On Sheet
14pgs	Workshop Presentation (key lot exhibit, parking exhibit, ani-	DRH	12-2-21
	monotony standards, etc.)		
1pg	Project Narrative	DRH	10-15-21
2pgs	Plat of Topography	Mackle	6-23-21
2pgs	Alta Survey	Mackle	8-5-21
3pgs	Preliminary Site Plan	GRWA	11-24-21
1pg	Preliminary Zoning Analysis Table (To be revised at final approval)	DRH	10-15-21
5pgs	Preliminary Landscape Plan	GRWA	11-24-21
2pgs	Photometric Exhibit (To be revised at final approval)	Mackle	9-3-21
16pgs	Preliminary Engineering Plans	Mackle	12-8-21
1pg	Preliminary Signage Plans (Locations to be revised at final)	GRWA	10-15-21
72pgs	Single Family Detached Model Elevations (B&W)	Premier	11-5-21
7pgs	Single Family Detached Elevation Select Color Renderings	Premier	n/a
5pgs	Townhome Elevations and Renderings	Premier	11-5-21
1pg	Preliminary Plat of Subdivision	Mackle	12-7-21
51pgs	Traffic Study	GHA	8-31-21
1pg	Monotony Plan for Single Family Detached	DRH	n/a
1pg	Subdivision Specifications	DRH	n/a
1pg	Estimated Child Generation	DRH	8-31-21
7pgs	Market Study	HT	n/a
3pgs	Fence Details and Pictures	DRH	n/a
1pg	Park District Letter of Understanding	TPPD	12-2-21

DRH = DR Horton (Petitioner/Developer)

Mackle = Mackle Consultants, LLC (Surveying)

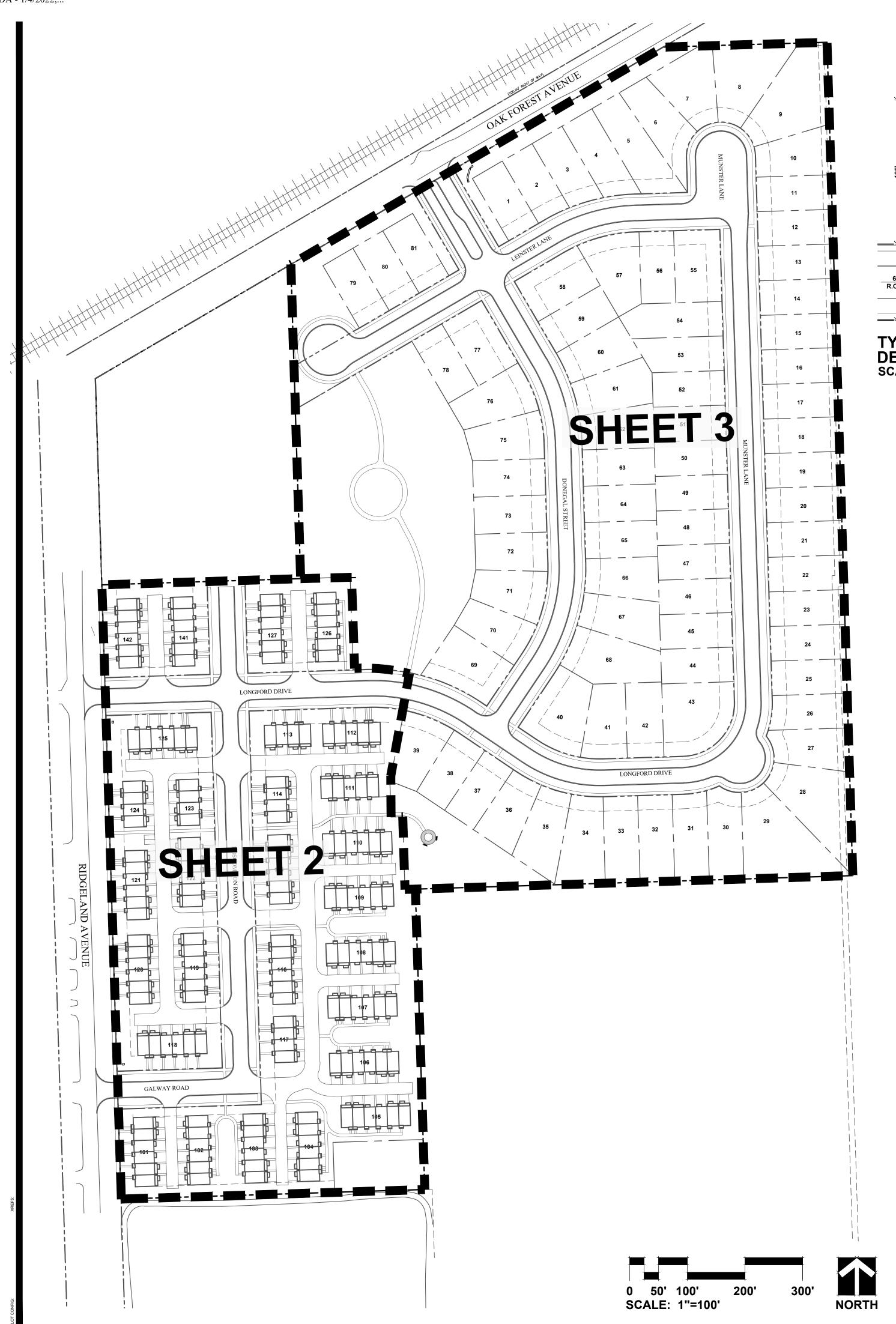
GRWA = Gary R. Weber Associates, Inc. (Land Planning, Landscape Arch.)

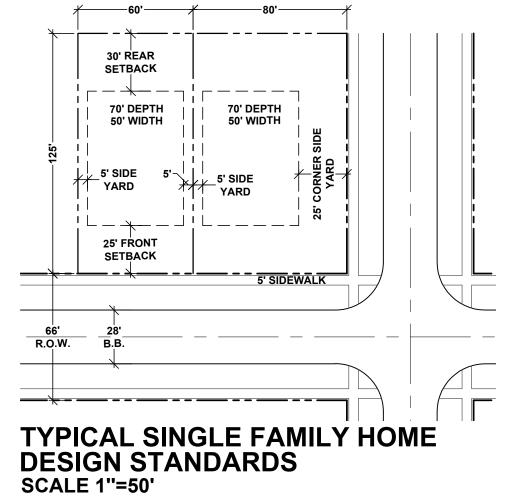
Premier = Premier Architecture, Inc. (Architect)

GHA = Gewalt Hamilton Associates, Inc. (Consulting Engineers)

HT = Housing Trends LLC (Market Consultant)

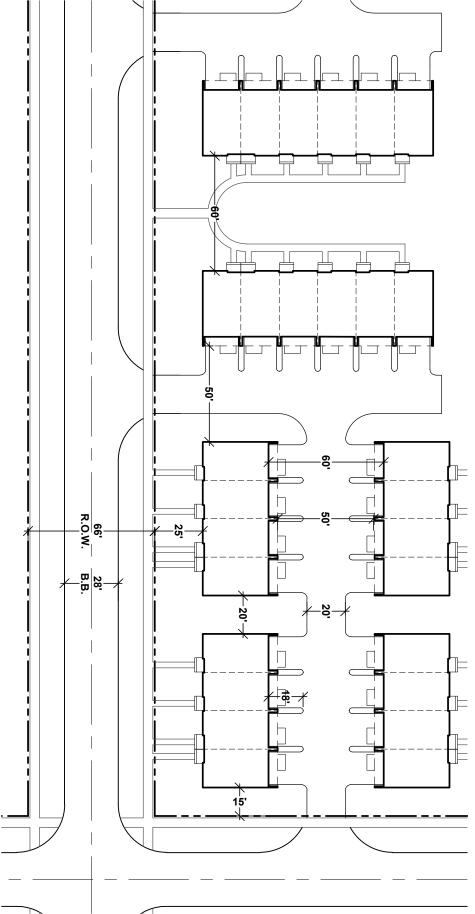
TPPD = Tinley Park – Park District





PROPERTY DESCRIPTION:

PARCEL 2: THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL AT



TYPICAL TOWNHOUSE DESIGN STANDARDS **SCALE 1"=50"**

SITE DATA

LAND USE	<u>UNITS</u>	AREA (sq. ft)	AREA (Ac
SINGLE-FAMILY HOMES	81	770,426	17.69
TOWNHOMES	162	422,459	9.70
R.O.W.	-	343,092	7.88
PUBLIC OPEN SPACE	-	171,214	3.93
TOTAL	243	1,707,191	39.19

TOWNHOME PARKING REQUIRED: = 486 SPACES @ 3:1

TOWNHOME PARKING PROVIDED: GARAGE = 324 SPACES = 324 SPACES DRIVEWAY = 29 SPACES ON-STREET GUEST PARKING = 2 SPACES OFF-STREET GUEST PARKING = 679 SPACES @ 4:1

MINIMUM SINGLE-FAMILY HOME **DESIGN STANDARDS**

REGULAR LOT (60'x125'	Тур.)
FRONT YARD	= 25
SIDE YARD	= 5
REAR YARD	= 30'
CORNER (80'x125' Typ.)	
FRONT YARD	= 25
SIDE YARD	= 5'
STREET SIDE YARD	= 25
REAR YARD	= 30'

MINIMUM REAR-LOADED TOWNHOME DESIGN STANDARDS

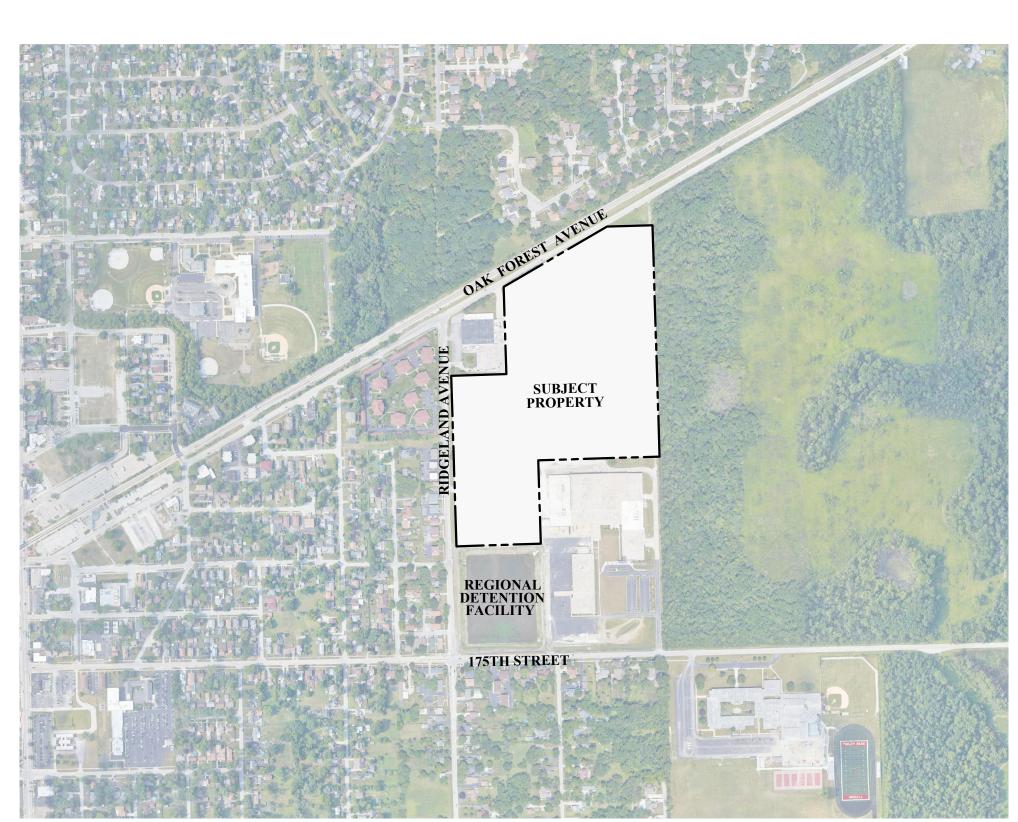
MINIMUM SETBACKS FRONT YARD CORNER SIDE YARD BUILDING FRONT YARD TO PERIMETER SIDE YARD

BUILDING SEPARATIONS

FRONT TO FRONT	=	6
FRONT TO SIDE	=	4
SIDE TO SIDE	=	2
SIDE TO REAR	=	4
REAR TO REAR	=	5
GARAGE TO GARAGE	=	6

MINIMUM RIGHT-OF-WAY DESIGN STANDARDS

RIGHT-OF-WAY WIDTH STREET BACK-TO-BACK CURB RETURN RADIUS



LOCATION MAP SCALE: 1"=600"

ARK.

RELIMINA

GARY R. WEBER ASSOCIATES, INC

LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE

402 WEST LIBERTY DRIVE

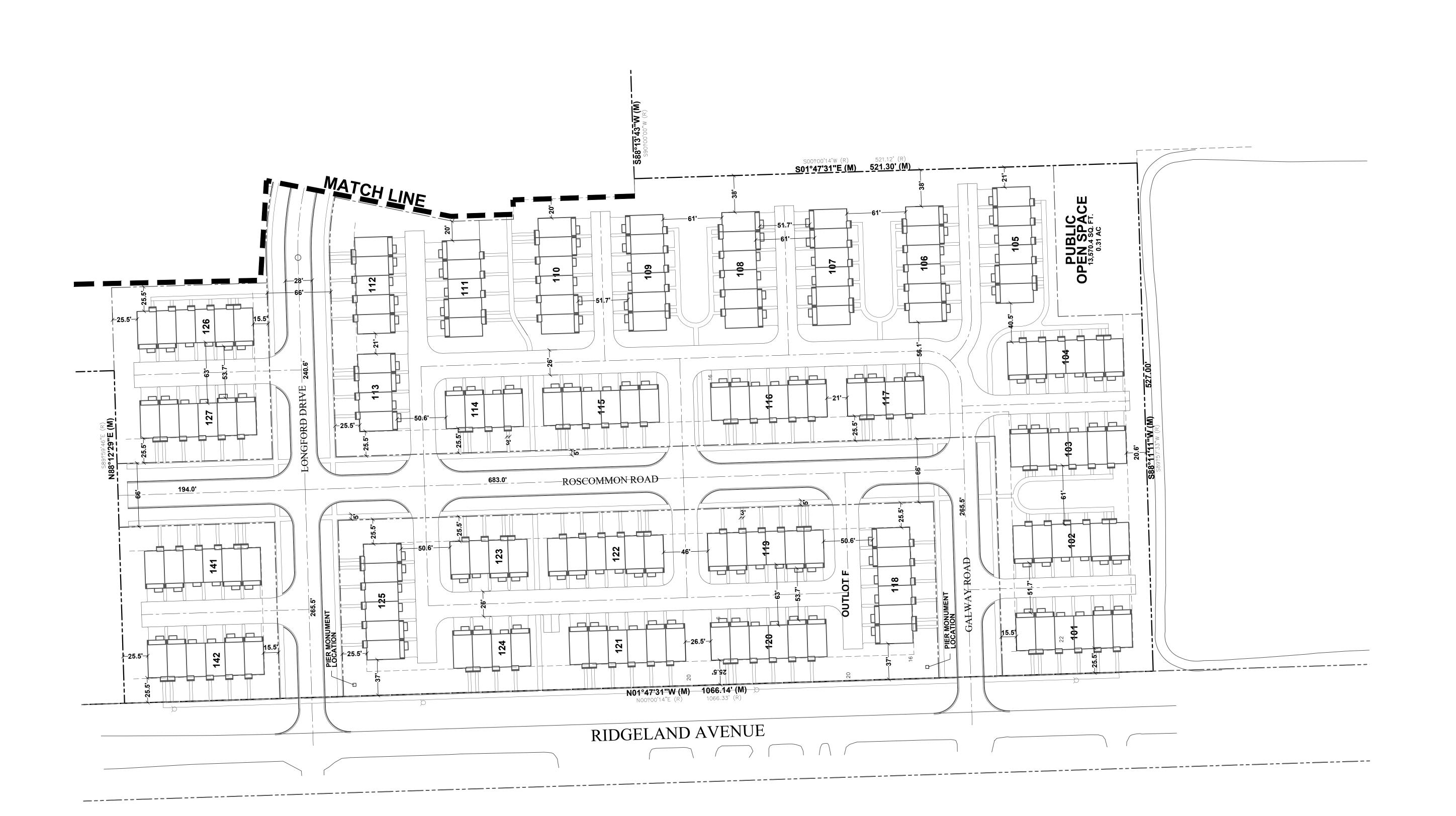
WHEATON, ILLINOIS 60187 PHONE: 630-668-7197

America's Builde

750 E. BUNKER COURT, SUITE 5 VERNON HILLS, IL 60061

MACKIE CONSULTANTS
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, ILLINOIS 60018

11.24.2021 10.15.2021 **REVISIONS**



GARY R. WEBER ASSOCIATES, INC. LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE 402 WEST LIBERTY DRIVE WHEATON, ILLINOIS 60187 PHONE: 630-668-7197

America's Builder 750 E. BUNKER COURT, SUITE 500 VERNON HILLS, IL 60061

MACKIE CONSULTANTS
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, ILLINOIS 60018

DGE

11.24.2021 10.15.2021 **REVISIONS**

Preliminary Landscape Plan

OAK RIDGE

Tinley Park, Illinois

November 24, 2021

CONSULTANTS:



LANDSCAPE ARCHITECT:

GARY R. WEBER ASSOCIATES, INC 402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187



CIVIL ENGINEER:

MACKIE CONSULTANTS
9575 W. HIGGINS ROAD, SUITE 500
ROSEMONT, ILLINOIS 60018



LOCATION MAP

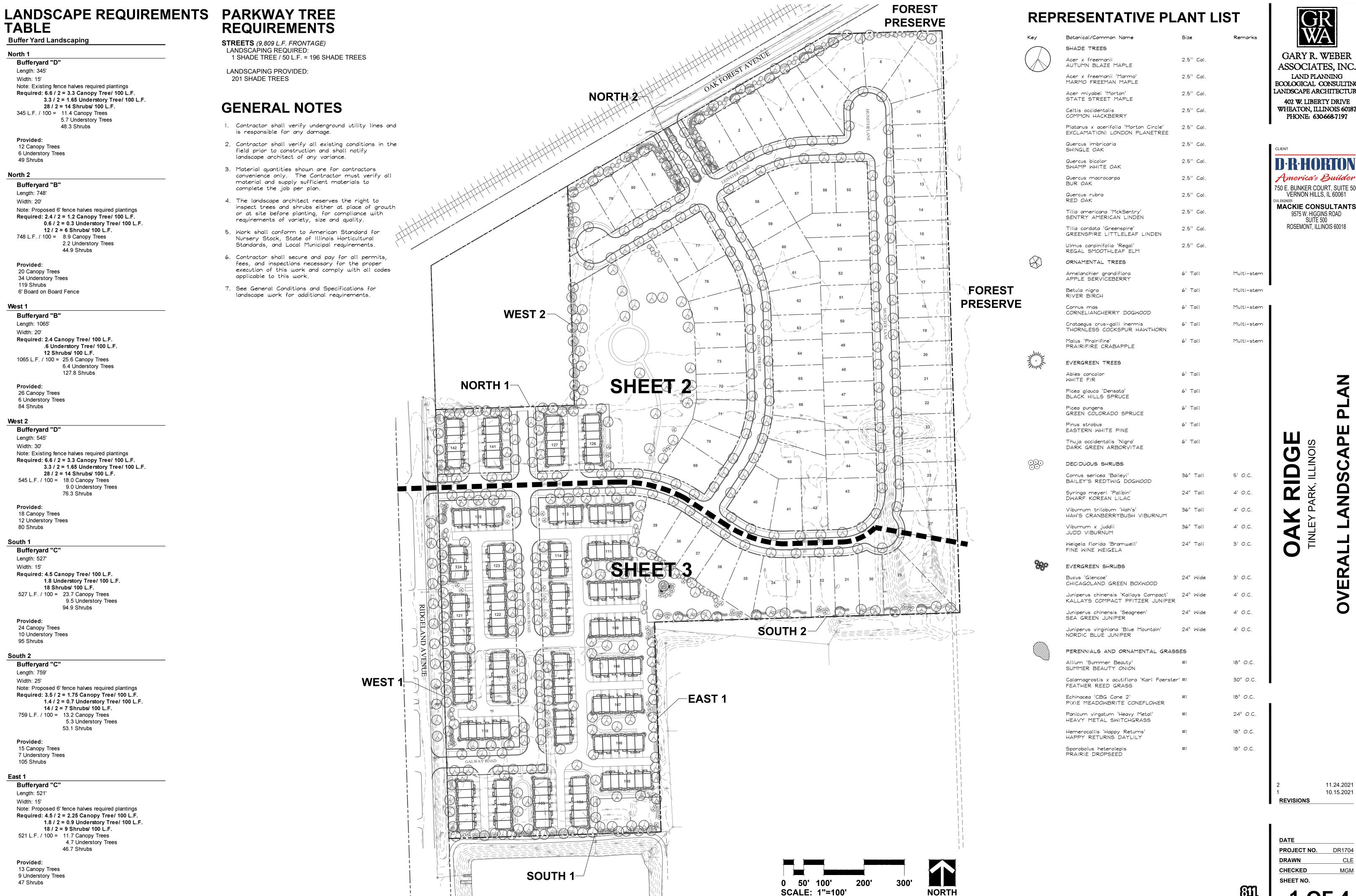
SCALE: 1"=600'



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	PRELIMINARY LANDSCAPE PLAN
3	PRELIMINARY LANDSCAPE PLAN
4	LANDSCAPE DETAILS

AGENDA - 1/4/2022,... VILLAGE OF TINLEY...



GARY R. WEBER

ASSOCIATES, INC ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE 402 W. LIBERTY DRIVE WHEATON, ILLINOIS 60187

America's Builder 750 E. BUNKER COURT, SUITE 50 VERNON HILLS, IL 60061

MACKIE CONSULTANTS

DATE	
PROJECT NO.	DR1704
DRAWN	CLE
CHECKED	MGM
SHEET NO.	



AGENDA - 1/4/2022,... VILLAGE OF TINLEY... BETWEEN POSTS TYP. IX6 DOG-EARED TREATED CEDAR BOARD -2X6 TREATED CEDAR BOARD / 4X4 POST WITH CHAMFERED TOP -END OF PROPOSED GARY R. WEBER 6' BOARD ON BOARD FENCE ASSOCIATES, INC. LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE HEIGHT VARIES SEE PLAN WHEATON, ILLINOIS 60187 PHONE: 630-668-7197 -PROPOSED 6' BOARD 6
ON BOARD FENCE
-SEE DETAIL THIS ENTRANCE FEATURE SEE DETAIL SHEET 3 750 E. BUNKER COURT, SUITE 500 VERNON HILLS, IL 60061 MACKIE CONSULTANTS
9575 W. HIGGINS ROAD
SUITE 500
ROSEMONT, ILLINOIS 60018 — SET POSTS IN MIN. 42" DEPTH CONCRETE FOUNDATIONS 6' BOARD ON BOARD FENCE DETAIL SCALE: N.T.S. 57 58 -STREET TREES 14 HEND OF PROPOSED 6' BOARD ON BOARD FENCE END OF -/ EXISTING FENCE EVERGREEN-TREES STREET TREES DGE DSC) DECIDU*O*US— SHRUBS OAK TINLEY P SHADE-TREES 72 ∕EXISTING ∕ FENCE START OF EXISTING FENCE TURF SEED-

LONGFORD DRIVE

MATCH LINE - SEE SHEET 3

0 30' 60' SCALE: 1"=60' 11.24.2021 10.15.2021 /ISIONS

DATE
PROJECT NO. DR1704
DRAWN CLE
CHECKED MGM
SHEET NO.

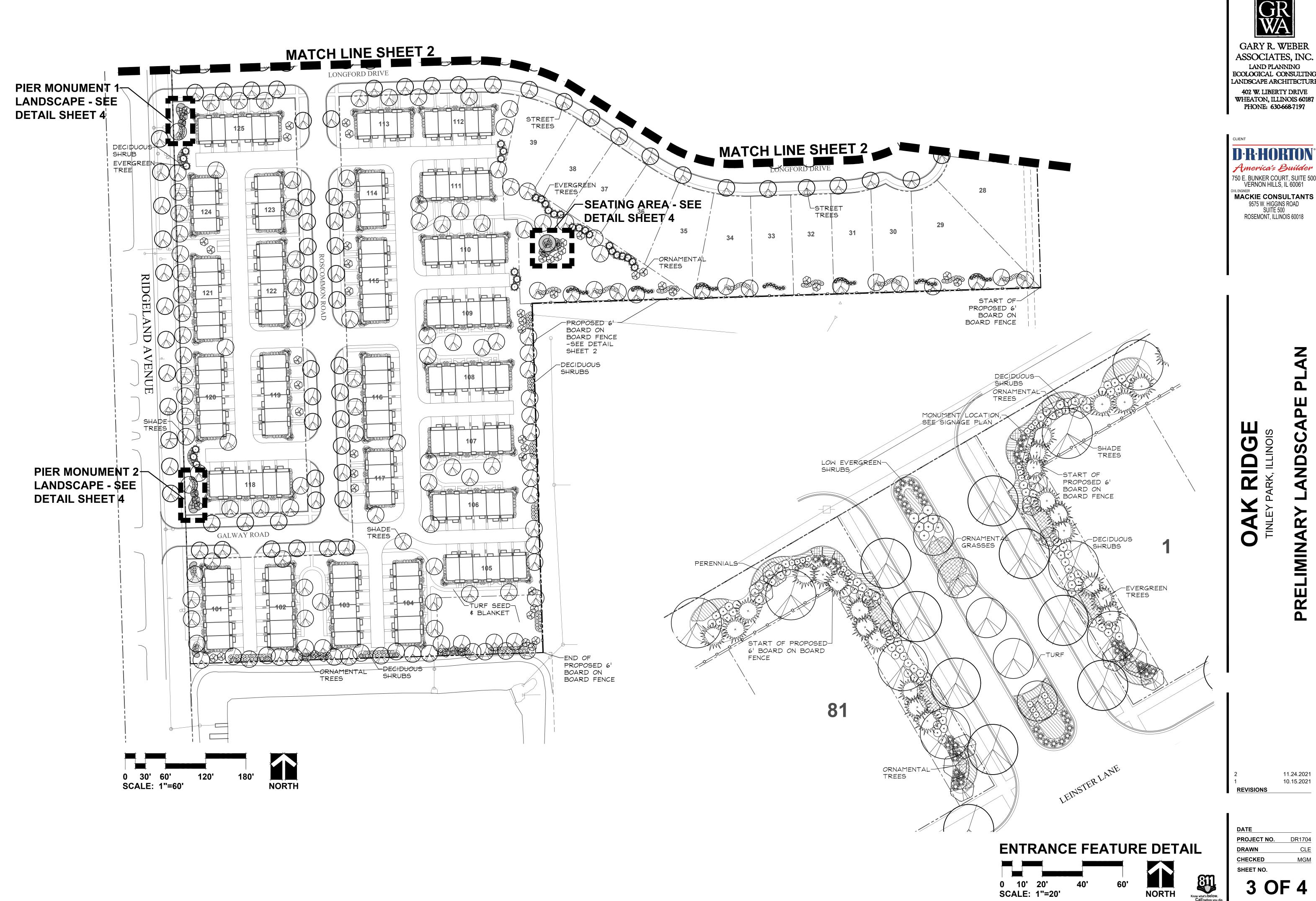
42

MATCH LINE - SEE SHEET 3

SOD PARKWAY-

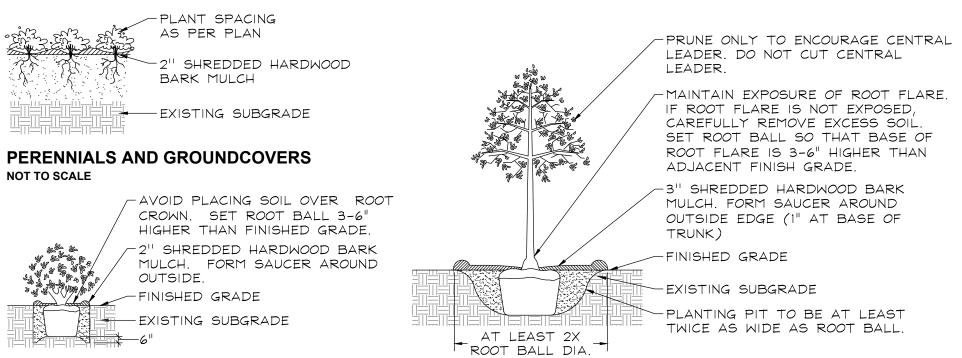
2 OF 4

Page | 112 VILLAGE OF TINLEY... AGENDA - 1/4/2022,...



ASSOCIATES, INC. LAND PLANNING ECOLOGICAL CONSULTING LANDSCAPE ARCHITECTURE

PLANTING DETAILS



DECIDUOUS TREES

NOT TO SCALE

DECIDUOUS AND EVERGREEN SHRUBSNOT TO SCALE

-MAINTAIN EXPOSURE OF ROOT FLARE.
IF ROOT FLARE IS NOT EXPOSED,
CAREFULLY REMOVE EXCESS SOIL.
SET ROOT BALL SO THAT BASE OF
ROOT FLARE IS 3-6" HIGHER THAN
ADJACENT FINISH GRADE.

-3" SHREDDED HARDWOOD BARK
MULCH. FORM SAUCER AROUND
OUTSIDE EDGE. (1" AT BASE OF
TRUNK)

FINISHED GRADE

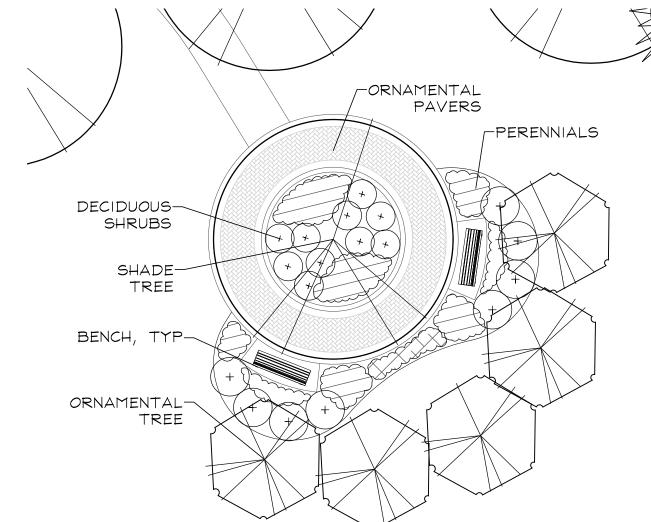
EXISTING SUBGRADE

PLANTING PIT TO BE AT LEAST
TWICE AS WIDE AS ROOT BALL.

EVERGREEN TREES
NOT TO SCALE

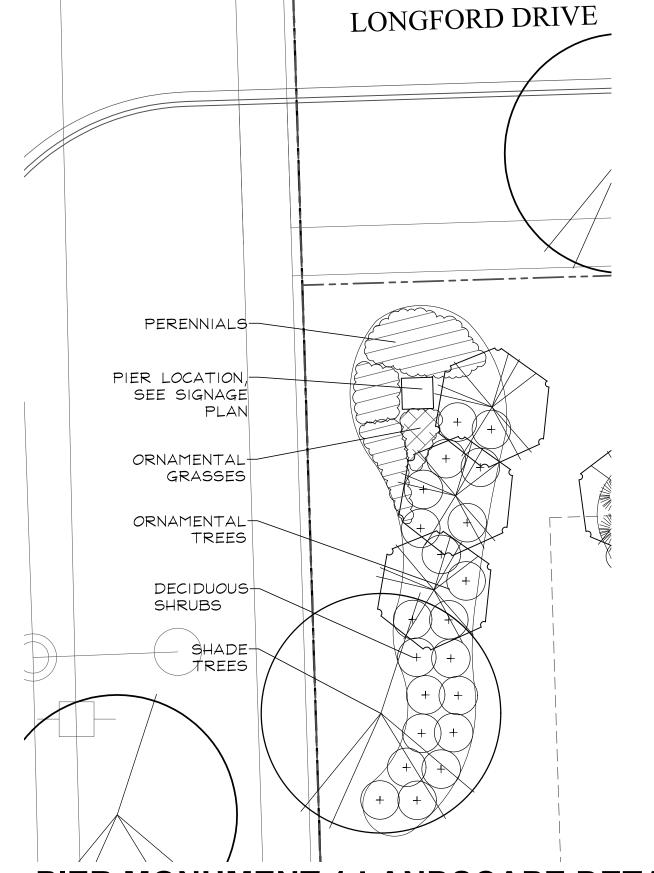
AT LEAST 2X

ROOT BALL DIA.



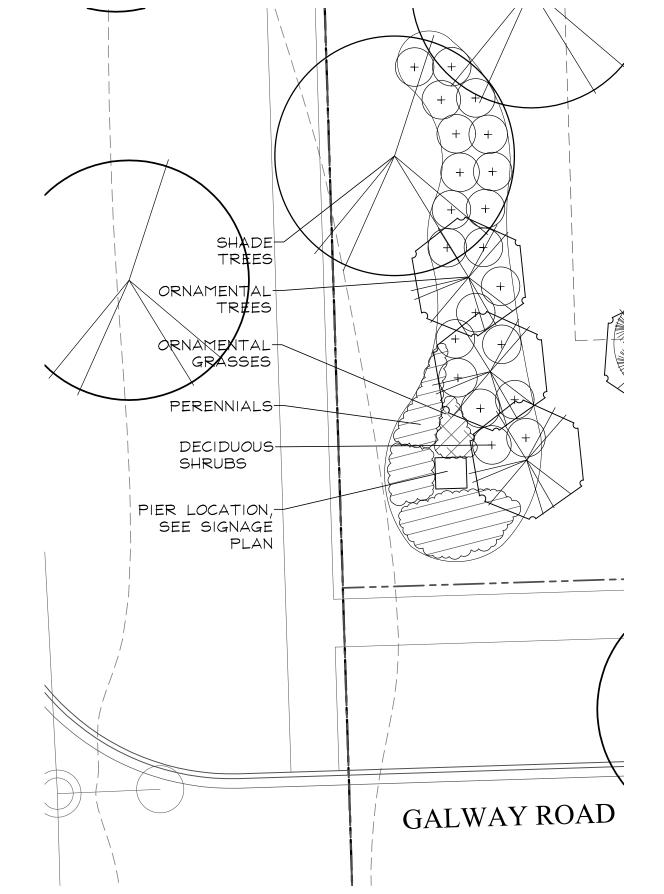
SEATING AEA LANDSCAPE DETAIL

0 5' 10' 20' 30'
SCALE: 1"=10'



PIER MONUMENT 1 LANDSCAPE DETAIL

0 5' 10' 20' 30'
SCALE: 1"=10'



PIER MONUMENT 2 LANDSCAPE DETAIL

ORNAMENTAL
GRASSES

ORNAMENTAL
GRASSES

ORNAMENTAL
TREES

PERENNIALS

EVERGREEN
SHRUBS

SOD

SOD

SOD

SOD

SOD

TYPICAL REAR-LOAD TOWNHOME FOUNDATION LANDSCAPE PLAN SCALE: 1"=10"

TYPICAL FOUNDATION PLAN (NORTH FACING) PLANT LIST

Key	Botanical/Common Name	Size	Remarks
	ORNAMENTAL TREES		
	Maius 'Jewelcole' RED JEWEL CRABAPPLE	6' Ht.	Clump form
.	Magnolia stellata 'Royal Star' ROYAL STAR MAGNOLIA	6' Ht.	Clump form
My + &	EVERGREEN TREES		
mul.	Thuja occidentalis 'Smaragd' EMERALD GREEN ARBORVITAE	6' Tall	
	DECIDUOUS SHRUBS		
	Cornus sericea 'Baileyi' BAILEY'S REDTWIG DOGWOOD	36" Tall	5' O.C.
	Aronia melanocarpa 'Morton' IROQUOIS BEAUTY CHOKEBERRY	24" Tall	3' O.C.
	Hydrangea quercifolia 'Alice' OAKLEAF HYDRANGEA	36" Tall	4' O.C.
	Syringa meyeri 'Palibin' DWARF KOREAN LILAC	24" Tall	4' O.C.
	Viburnum 'Juddii' JUDD VIBURNUM	36" Tall	5' O.C.
	EVERGREEN SHRUBS		
.auto.	Juniperus sabina 'Blue Forest'' BLUE FOREST JUNIPER	24" Wide	4' O.C.
	Taxus x media 'Densiformis' DENSE YEW	24" Wide	4' O.C.
	ORNAMENTAL GRASSES		
	Calamagrostis acutiflora 'Karl Foerster' FEATHER REED GRASS	#1	24" O.C.
	Pennisetum alopecuroides 'Hameln' DWARF FOUNTAIN GRASS	#1	24" O.C.
arma.	DEDENINIALO		
	PERENNIALS		
	Hemerocallis 'Happy Returns' HAPPY RETURNS DAYLILY	#1	18" O.C.
	Hemerocallis 'Happy Returns'	#1	18" O.C.

TYPICAL FOUNDATION PLAN (SOUTH FACING) PLANT LIST

SCALE: 1"=10'

Key	Botanical/Common Name	Size	Remarks
	ORNAMENTAL TREES		
	Amelanchier x grandiflora APPLE SERVICEBERRY	6' Ht.	Clump form
	Cornus mas CORNELIANCHERRY DOGWOOD	6' Ht.	Clump form
My + &	EVERGREEN TREES		
mud.	Thuja occidentalis 'Techny' MISSION ARBORVITAE	6' Tall	
	DECIDUOUS SHRUBS		
30	Forsythia x intermedia 'New Hampshire NEW HAMPSHIRE GOLD FORSYTHIA	Gold' 36" Tall	5' O.C.
	Forsythia 'nimbus' SHOW OFF SUGAR BABY FORSYTHIA	24" Tall	
	Hydrangea paniculate 'Bulk' QUICKFIRE HYDRANGEA	36" Tall	4 ¹ O.C.
	Weigela florida 'Bokrasopin' SONIC BLOOM PINK WEIGELA	24" Tall	4' O.C.
	Cotinus coggygria 'NCC01' WINECRAFT BLACK SMOKEBUSH	36" Tall	5' O.C.
	EVERGREEN SHRUBS		
***************************************	Pinus mugo 'Slowmound' DWARF MOUNTAIN PINE	24" Wide	4' O.C.
	Buxus 'Glencoe' CHICAGOLAND GREEN BOXWOOD	24" Wide	4' O.C.
000	ORNAMENTAL GRASSES		
Ŭ	Miscanthus sinensis 'Purpurascens' PURPLE MAIDEN GRASS	#1	24" O.C.
	Sporobolus heterolepis PRAIRIE DROPSEED	#1	18" O.C.
	PERENNIALS		
	Phlox 'Forever Pink' FOREVER PINK PHLOX	#1	12" O.C.
	Liriope muscari 'Big Blue' BIG BLUE LILYTURF	#1	18" O.C.
	Hemerocallis 'Rosy Returns' ROSY RETURNS DAYLILY	#1	18" O.C.



D·R·HORTON°

America's Builder

750 E. BUNKER COURT, SUITE 500
VERNON HILLS, IL 60061

CIVIL ENGINEER

CIVIL ENGINEER

MACKIE CONSULTANTS

9575 W. HIGGINS ROAD
SUITE 500

ROSEMONT, ILLINOIS 60018

SUITE 500 ROSEMONT, ILLINOIS 60018

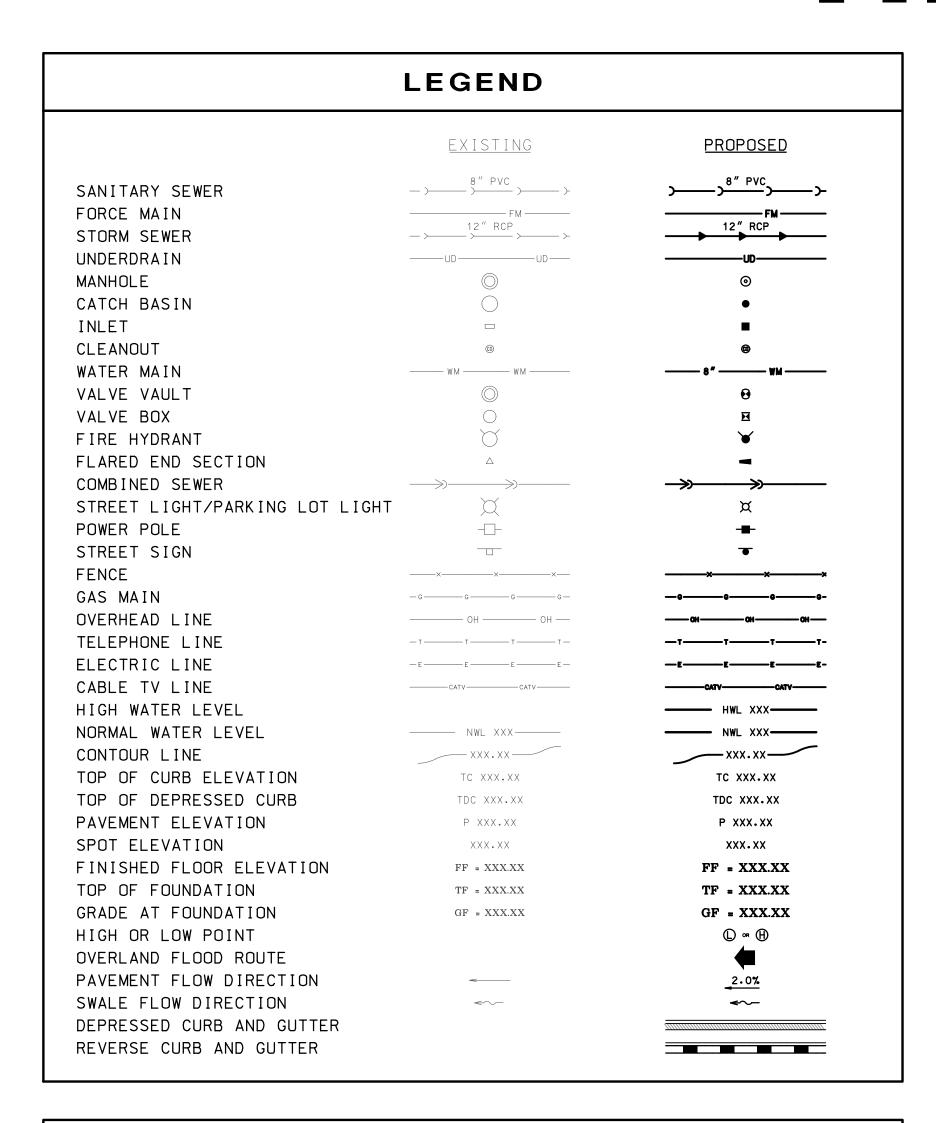
OAK RIDGE
TINLEY PARK, ILLINOIS
ANDSCAPE DETAILS

2 11.24.2021 1 10.15.2021 REVISIONS

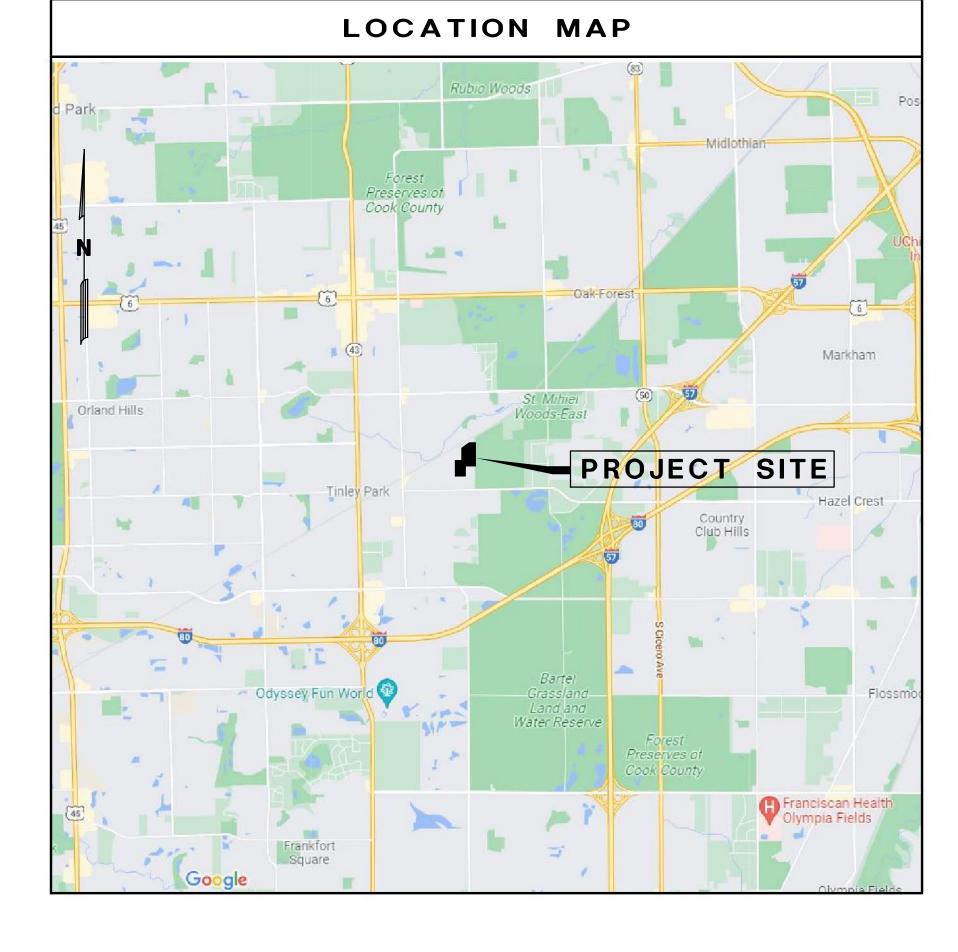
DATE
PROJECT NO. DR1704
DRAWN CLE
CHECKED MGM
SHEET NO.



PRELIMINARY ENGINEERING PLANS OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS



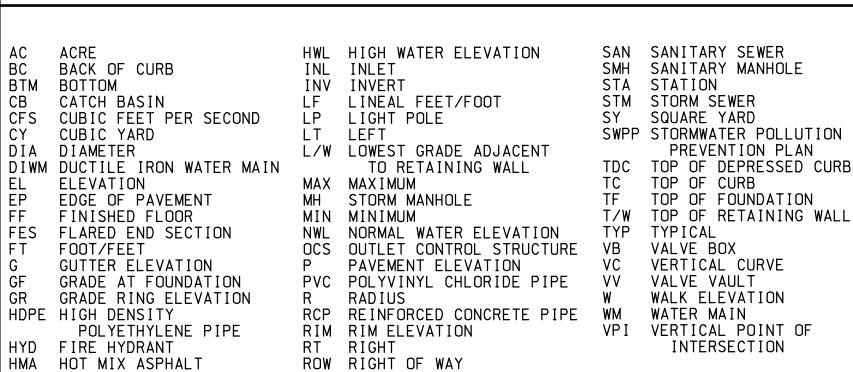
INDEX OF SHEETS **COVER SHEET** OVERALL SITE PLAN **EXISTING CONDITIONS & DEMOLITION PLAN** PRELIMINARY GRADING PLAN - NORTHEAST PRELIMINARY GRADING PLAN - EAST PRELIMINARY GRADING PLAN - SOUTHEAST PRELIMINARY GRADING PLAN - NORTHWEST PRELIMINARY GRADING PLAN - WEST PRELIMINARY GRADING PLAN - SOUTHWEST PRELIMINARY OVERALL UTILITY PLAN PRELIMINARY UTILITY PLAN - NORTHEAST PRELIMINARY UTILITY PLAN - EAST PRELIMINARY UTILITY PLAN - SOUTHEAST PRELIMINARY UTILITY PLAN - NORTHWEST PRELIMINARY UTILITY PLAN - WEST PRELIMINARY UTILITY PLAN - SOUTHWEST



THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY AS WELL AS SUPERVISION, DIRECTION AND MEANS & METHODS OF CONSTRUCTION

NOT FOR CONSTRUCTION

ABBREVIATIONS



BENCHMARKS

SOURCE BENCHMARK: COO6/AJ2772
STATION IS LOCATED IN THE CITY LIMITS OF OAK FOREST IN SECTION 20, T36N, R13E. TO REACH FROM THE JUNCTION OF IL RT 43 AND RT 6 PROCEED 1.5 MI EAST ON US RT 6,
LOCATED 1.6 MI WEST OF RT 50 (CICERO) AND 110 EAST OF CENTERLINE OF ARROYO DR ON FOREST PRESERVE PROPERTY.
STATION IS 61 FT SOUTHWEST OF A LIGHTPOLE, 45 FT SOUTH OF THE EASTBOUND CENTERLINE OF RT 6, 35 FT SOUTHWEST OF AN INLET, 47 FT SOUTHEAST OF A TRAFFIC SIGNAL POLE, 29 FT NORTH OF THE CENTERLINE OF THE BIKEPATH, 46 FT EAST OF CENTERLINE OF BIKE PATH, 30 FT SOUTH OF THE BACK OF CURB OF RT 6, AND 2 FT NORTH OF AN ORANGE FIBERGLASS WITNESS POST. NOTE— ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.45 FT BELOW CAP. THE ROD WAS DRIVEN TO REFUSAL AND ANCHORED. PK NAILS WERE SET IN WOOD PHYSICAL TIES.
ELEVATION = 697.51 (NAVD 88)

SITE BENCHMARK #1:
IRON ROD WITH CAP LOCATED ON A SOUTH LINE OF PARCEL ONE 320.6 FEET WEST OF THE SOUTHEAST CORNER, 8.0 FEET SOUTH OF HMA PAVEMENT, AND 25.0' NORTHWEST OF AFLARED END SECTION.
ELEVATION = 699.41

SITE BENCHMARK #2:
IRON ROD WITH CAP LOCATED ON NORTH SIDE OF OAK FOREST AVENUE, 3.8 FEET NORTHWEST OF EDGE OF PAVEMENT, AND 118.3 FEET NORTHEAST OF A TELE HAND HOLE.
ELEVATION = 701.54



NOTES:

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:

- STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION;

 STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION;

- VILLAGE OF TINLEY PARK MUNICIPAL ORDINANCE
IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

DRAINAGE CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SAID IMPROVEMENTS OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREA, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE IMPROVEMENTS.

LICENSED ENGINEER ENGINEER'S SEAL

Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847)696-1400 www.mackieconsult.com



D.R. HORTON, INC.-MIDWEST
750 EAST BUNKER COURT
VERNON HILLS, ILLINOIS 60061

			DESIGNED	SGS
			DRAWN	SGS
			APPROVED	KJM
12/8/2021	REVISED PER VILLAGE COMMENTS	QTC	DATE	09/03/2021
10/15/2021	REVISED PER VILLAGE COMMENTS DESCRIPTION OF REVISION	SGS BY	SCALE	N.T.S.
DATE	DESCRIPTION OF REVISION	וםן		

COVER SHEET
OAK RIDGE SUBDIVISION
TINLEY PARK, ILLINOIS

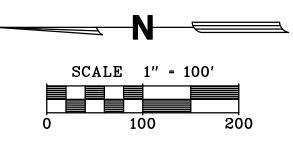
SHEET

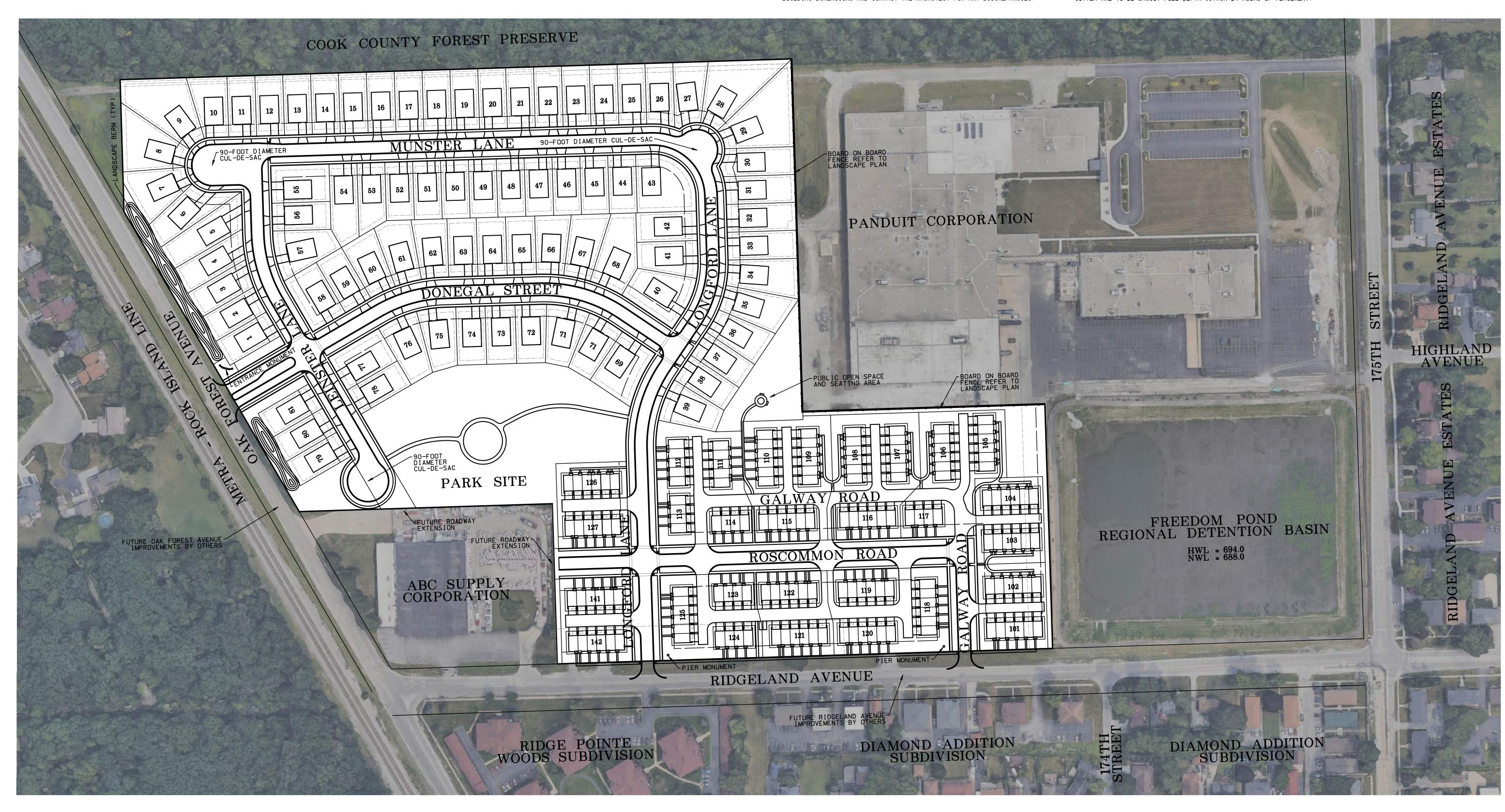
PROJECT NUMBER: 3603
© MACKIE CONSULTANTS LLC, 2018
ILLINOIS FIRM LICENSE 184-002694

16

SITE PLAN GENERAL NOTES

- 1. ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
- 2. ALL RADII ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
- 3. ALL BUILDING DIMENSIONS ARE BASED ON PRELIMINARY ARCHITECTURAL PLANS CONTRACTOR SHALL REFER TO FINAL ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND CONTACT THE ARCHITECT FOR ANY DISCREPANCIES.
- 4. ALL ONSITE PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED.
- 5. ALL PROPOSED CURB AND GUTTER SHALL BE M3.12 AND SHALL BE DEPRESSED CURB WHERE SIDEWALK MEETS A STREET, UNLESS OTHERWISE INDICATED. CURB DEPRESSIONS SHALL MEET ADA REQUIREMENTS AS NOTED IN THE CONSTRUCTION DETAILS.
- ALL JOINTS MADE WITH EXISTING PAVEMENT, CURB, WALK OR CURB AND GUTTER ARE TO BE SAWCUT FULL DEPTH WITHIN 24 HOURS OF PLACEMEN







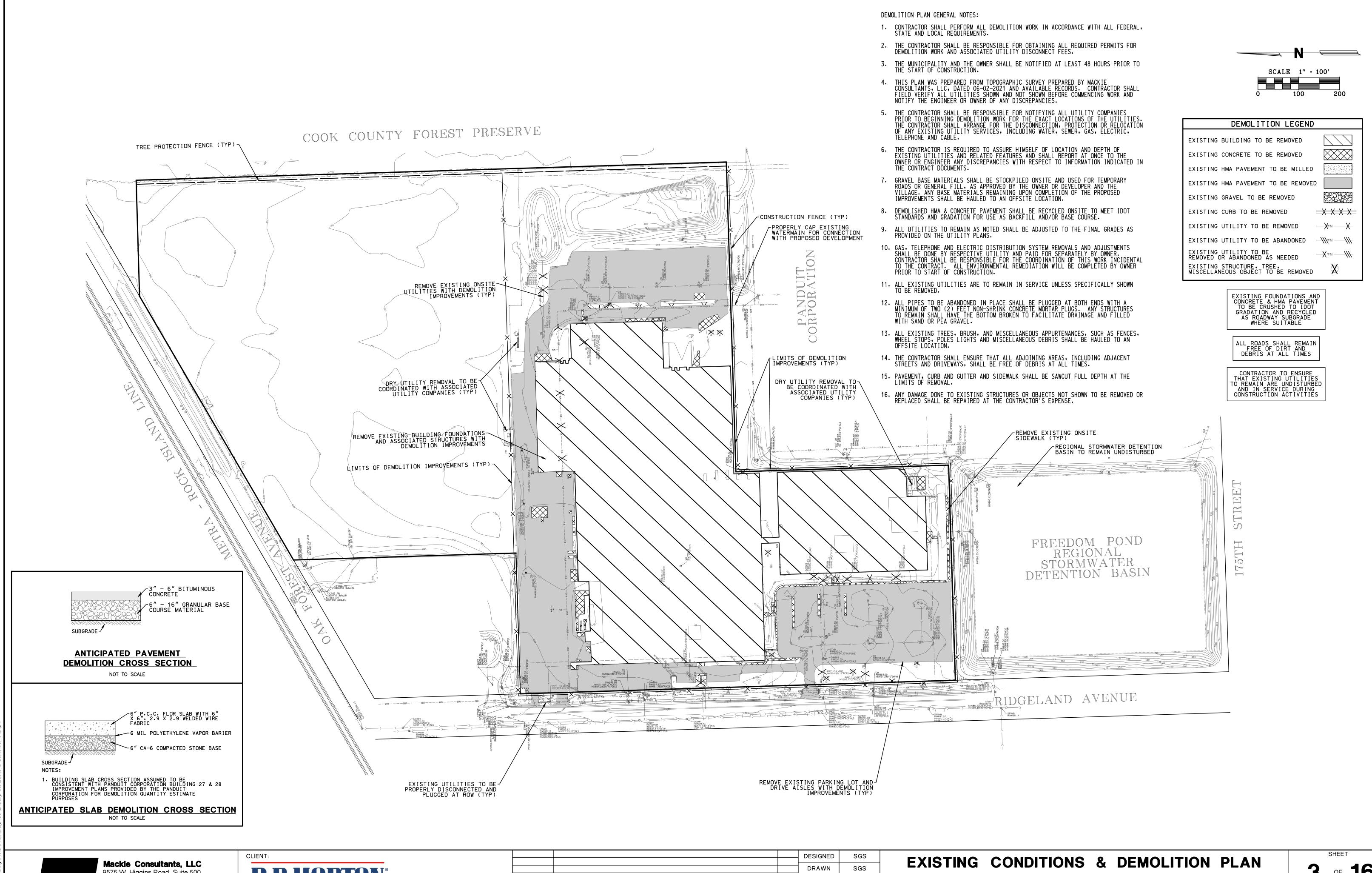


D.R. HORTON, INC.-MIDWEST 750 EAST BUNKER COURT VERNON HILLS, ILLINOIS 60061

				DESIGNED	SGS	
_				DRAWN	SGS	
ST RT				APPROVED	KJM	
061	12/8/2021	REVISED PER VILLAGE COMMENTS	QTC	DATE	09/03/2021	
	10/15/2021	REVISED PER VILLAGE COMMENTS	SGS			
	DATE	DESCRIPTION OF REVISION	BY	SCALE	1" = 100'	

OVERALL SITE PLAN
OAK RIDGE SUBDIVISION
TINLEY PARK, ILLINOIS

2 of **3**



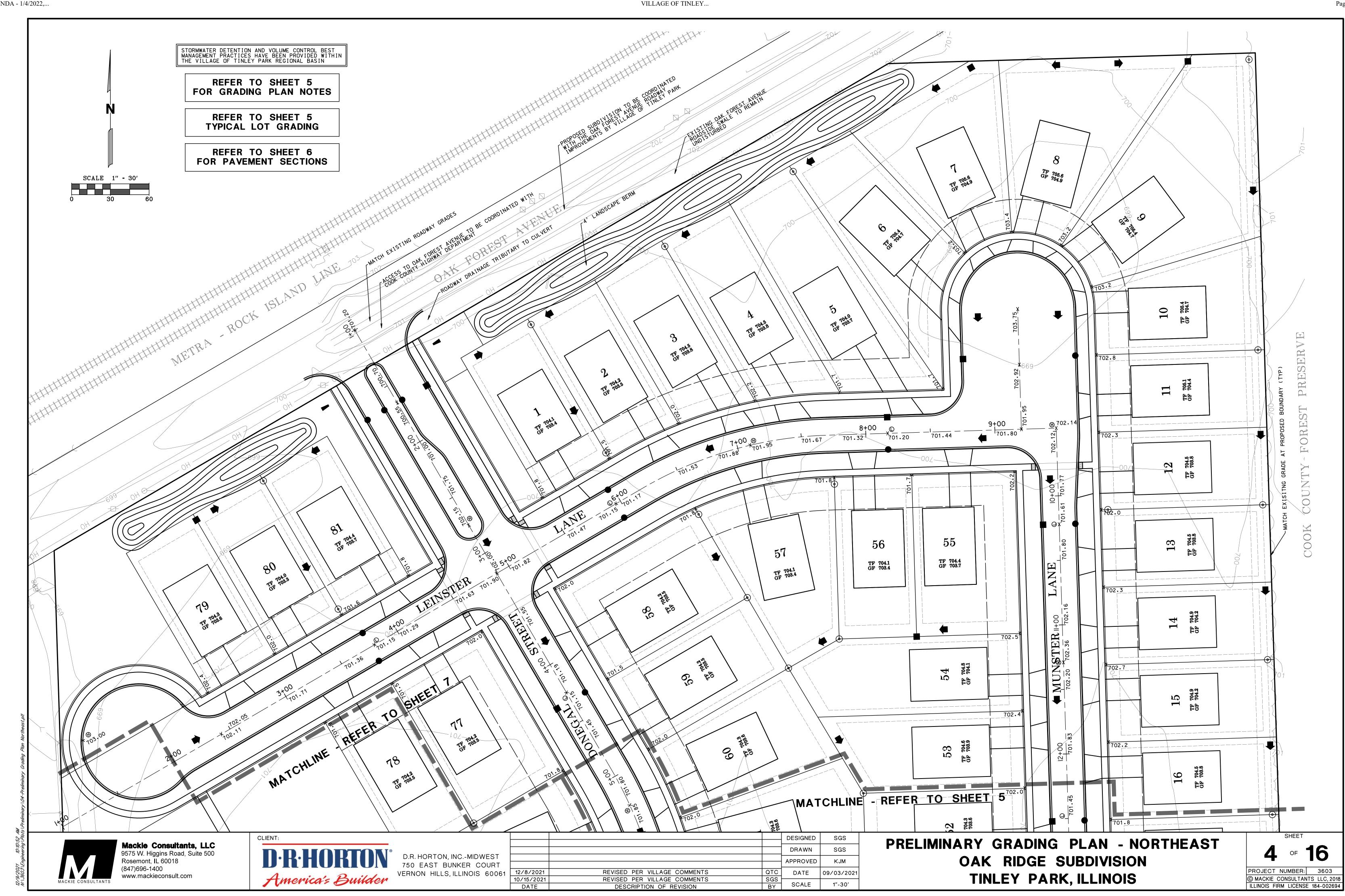
9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 www.mackieconsult.com

D.R. HORTON, INC.-MIDWEST 750 EAST BUNKER COURT VERNON HILLS, ILLINOIS 60061 America's Builder

			DESIGNED	343
				•
			DRAWN	SGS
			APPROVED	KJM
12/8/2021	REVISED PER VILLAGE COMMENTS	QTC	DATE	09/03/20
10/15/2021	REVISED PER VILLAGE COMMENTS	SGS		
DATE	DESCRIPTION OF REVISION	BY	SCALE	1" = 100

OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS

of **16**



61

704.2 703.5

63

MATCHLINE - REFER TO SHEET 4

 \mathcal{D}

704.7 704.0

48 F 704.8

47

46

50

15 F 704.9 F 704.2

18

19

20

22

704.1 703.4

24

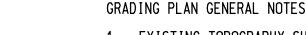
702.2

702.2

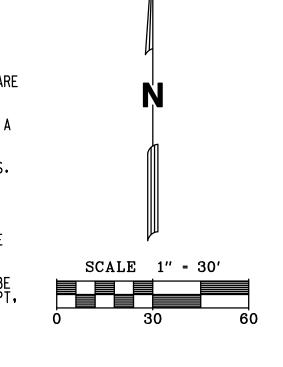
702.1

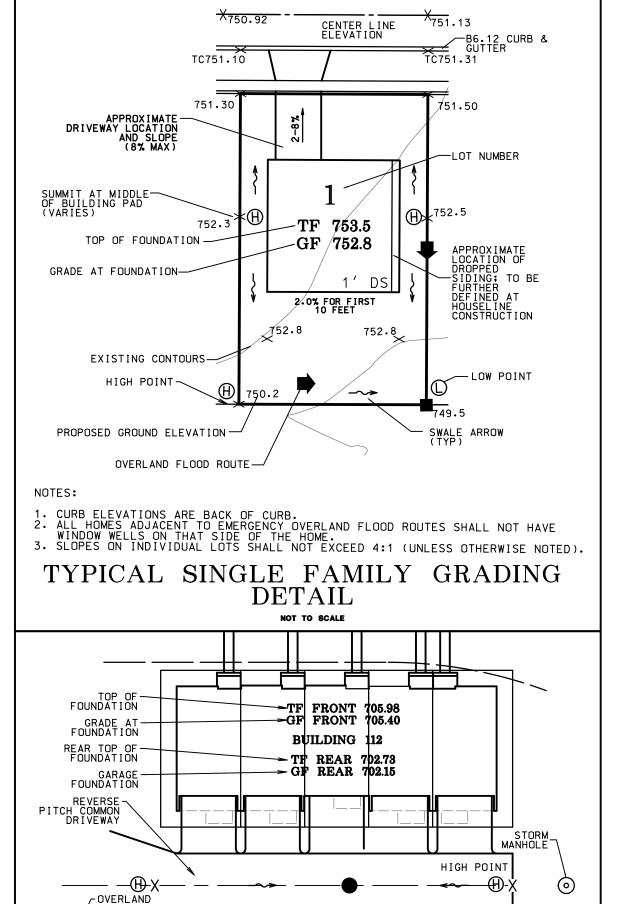
13+00

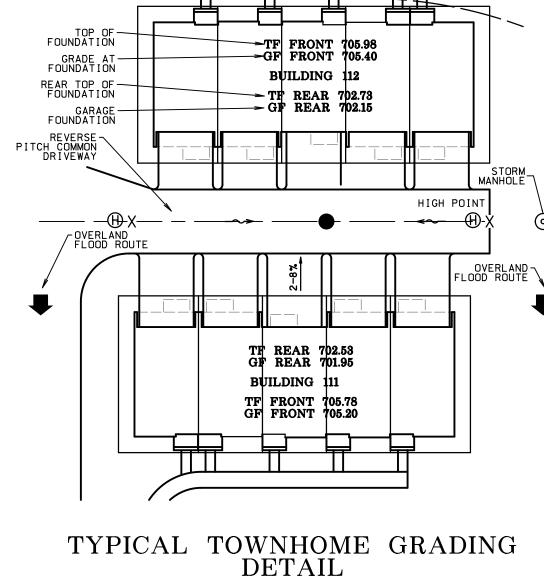
702.5



- 1. EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS ON 08-02-2021. CONTRACTOR SHALL FIELD CHECK EXISTING CONDITIONS PRIOR TO START OF CONSTRUCTION AND NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES.
- 2. ALL DISTURBED AREAS SHALL BE RESTORED WITH 6-INCHES OF TOPSOIL AND SEEDED.
- 3. EXCAVATION AND EMBANKMENT SHALL BE PERFORMED PER THE DETAILED SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 4. ALL CURB ELEVATIONS ARE TO BE TOP OF CURB. ALL GUTTER ELEVATIONS ARE 3" BELOW TOP OF CURB ELEVATION UNLESS OTHERWISE NOTED.
- 5. DRIVEWAY SLOPES FROM THE RIGHT-OF-WAY SHALL BE A MINIMUM OF 2% AND A MAXIMUM OF 8%.
- 6. GRADING INDICATED MAY NEED TO BE ADJUSTED BASED ON FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES WITH FIELD CONDITIONS PRIOR TO FINE GRADING.
- 7. BUILDING AREA INDICATED IS APPROXIMATE AND REPRESENTS ONE POSSIBLE OPTION OF HOME. GRADING MAY NEED TO BE ADJUSTED AS OTHER HOMES ARE
- 8. ALL DRAIN TILES ENCOUNTERED DURING MASS GRADING/UTILITY WORK MUST BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM. A RECORD MUST BE KEPT, OF ANY DRAIN TILE ENCOUNTERED, TO BE INCLUDED IN RECORD DRAWINGS.
- 9. WINDOW WELLS SHALL NOT BE ALLOWED ON EITHER SIDE OF OVERLAND FLOOD ROUTES WHEN THEY OCCUR BETWEEN HOUSES.
- 10. OVERFLOW DRAINAGE ROUTES AND SWALES MUST BE INSTALLED AT THE ELEVATION AND LOCATION SHOWN.
- 11. DO NOT INTERRUPT DRAINAGE FROM OFF SITE DURING CONSTRUCTION OPERATIONS. PROVIDE TEMPORARY DRAINAGE DITCHES WHERE REQUIRED.
- 12. CONTRACTOR SHALL MEET EXISTING GROUND ELEVATIONS AT PROPERTY LINE, UNLESS OTHERWISE NOTED AND THE APPROPRIATE EASEMENTS OR PERMISSION HAS BEEN OBTAINED.







NOT TO SCALE



MATCHLINE REFER TO SHEET

0

 \mathcal{D}

73

74.0 704.0 703.3

SHE

0

TCHLIN

7



r ®	
	D.R. HORTON, INCMIDWEST
	750 EAST BUNKER COURT
	VERNON HILLS, ILLINOIS 60061
?	

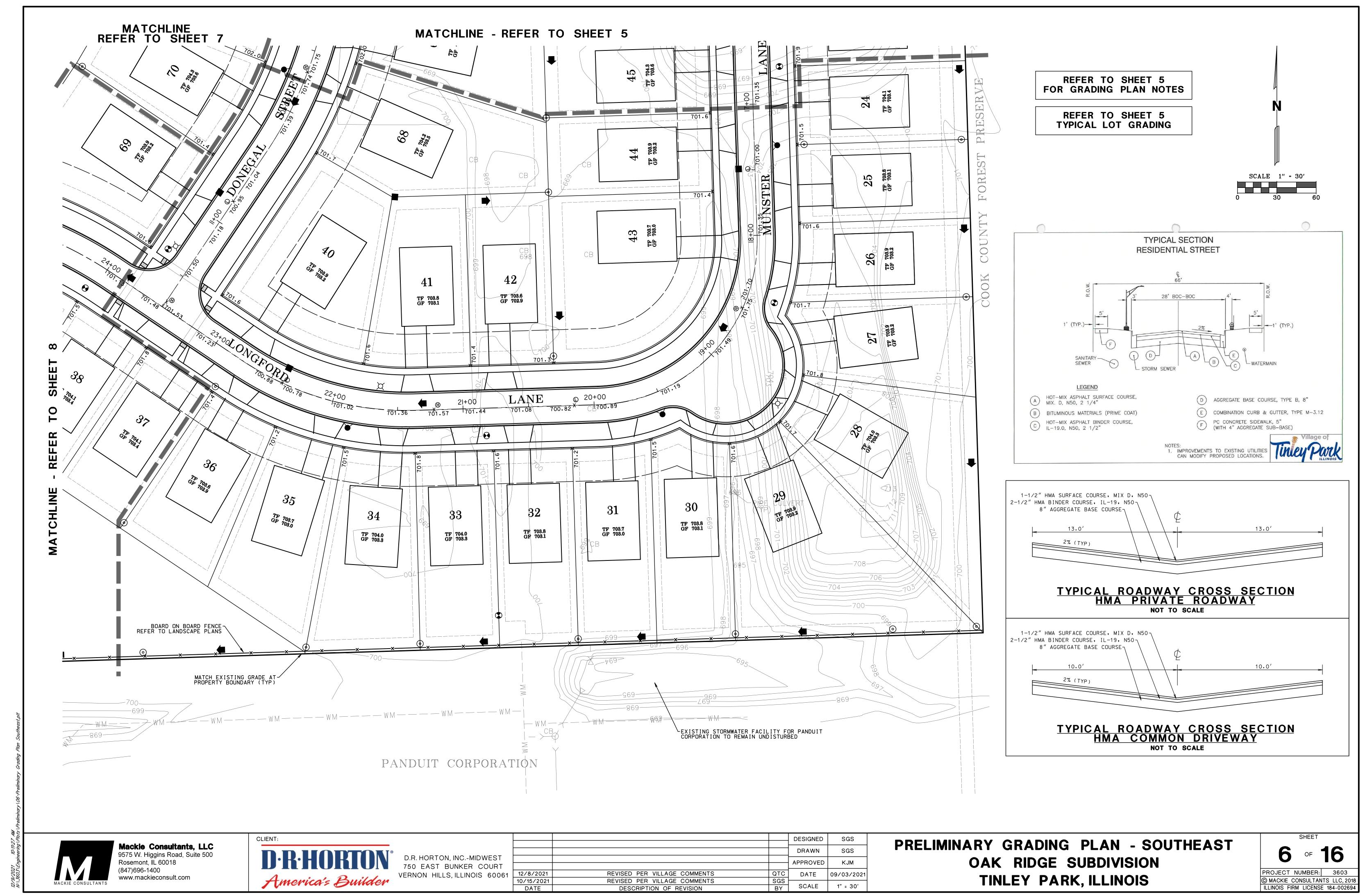
MATCHLINE - REFER TO SHEET 6

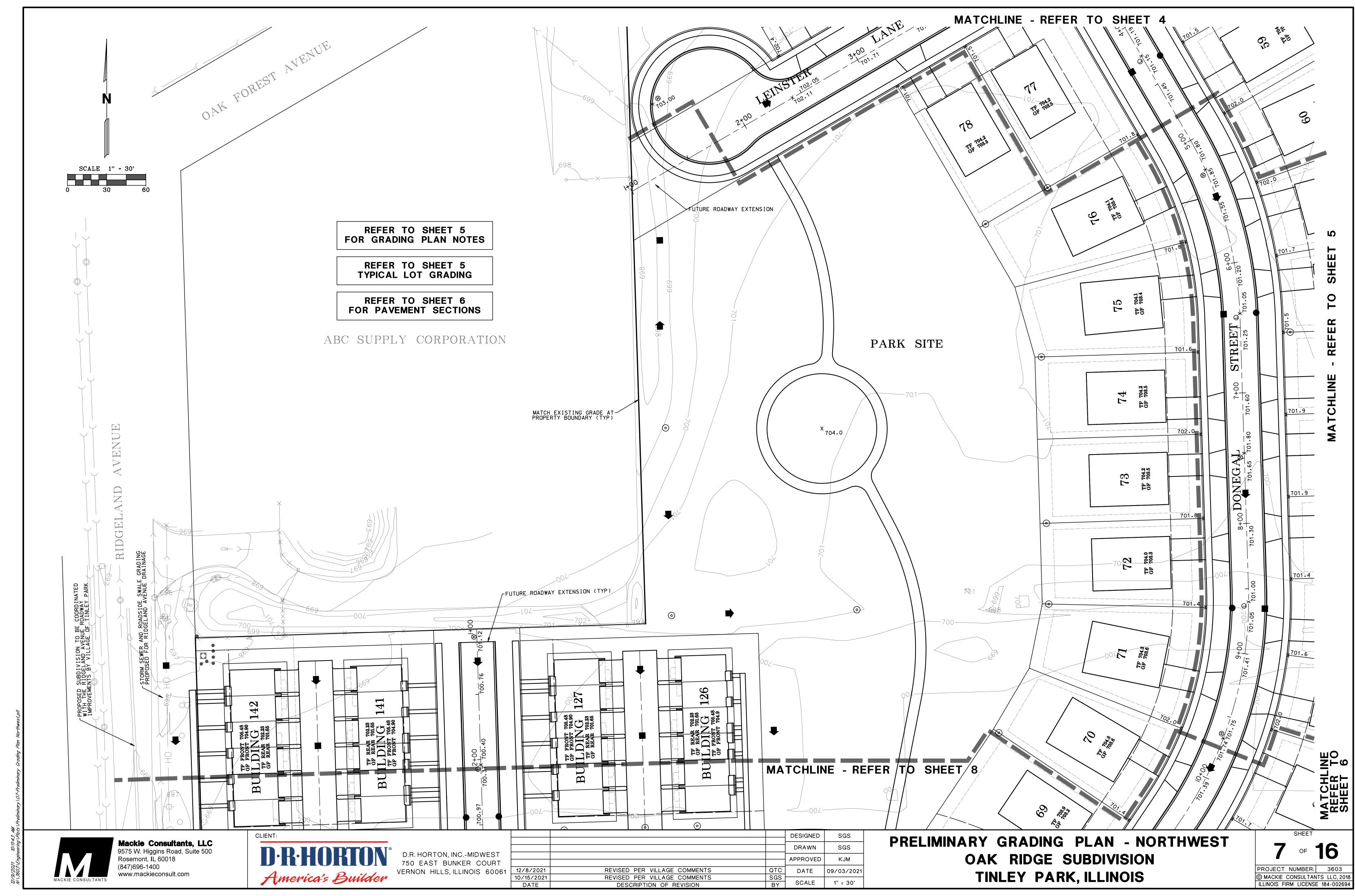
704.2

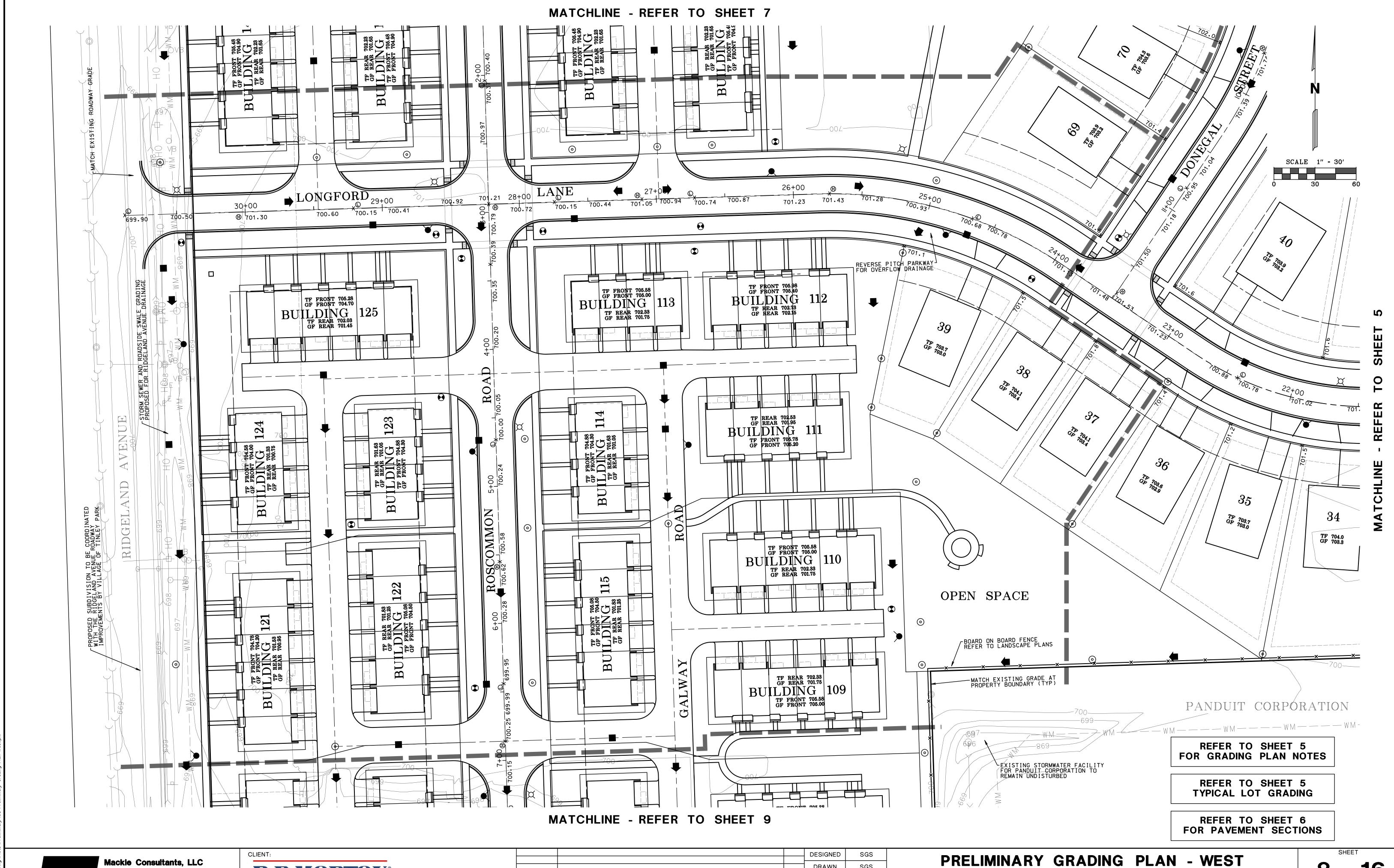
			DESIGNED	SGS
			DRAWN	SGS
			APPROVED	KJM
12/8/2021	REVISED PER VILLAGE COMMENTS	QTC	DATE	09/03/20
10/15/2021 DATE	REVISED PER VILLAGE COMMENTS DESCRIPTION OF REVISION	SGS BY	SCALE	1" = 30'

PRELIMINARY GRADING PLAN - EAST OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS

5 of 16







Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 www.mackieconsult.com

America's Builder

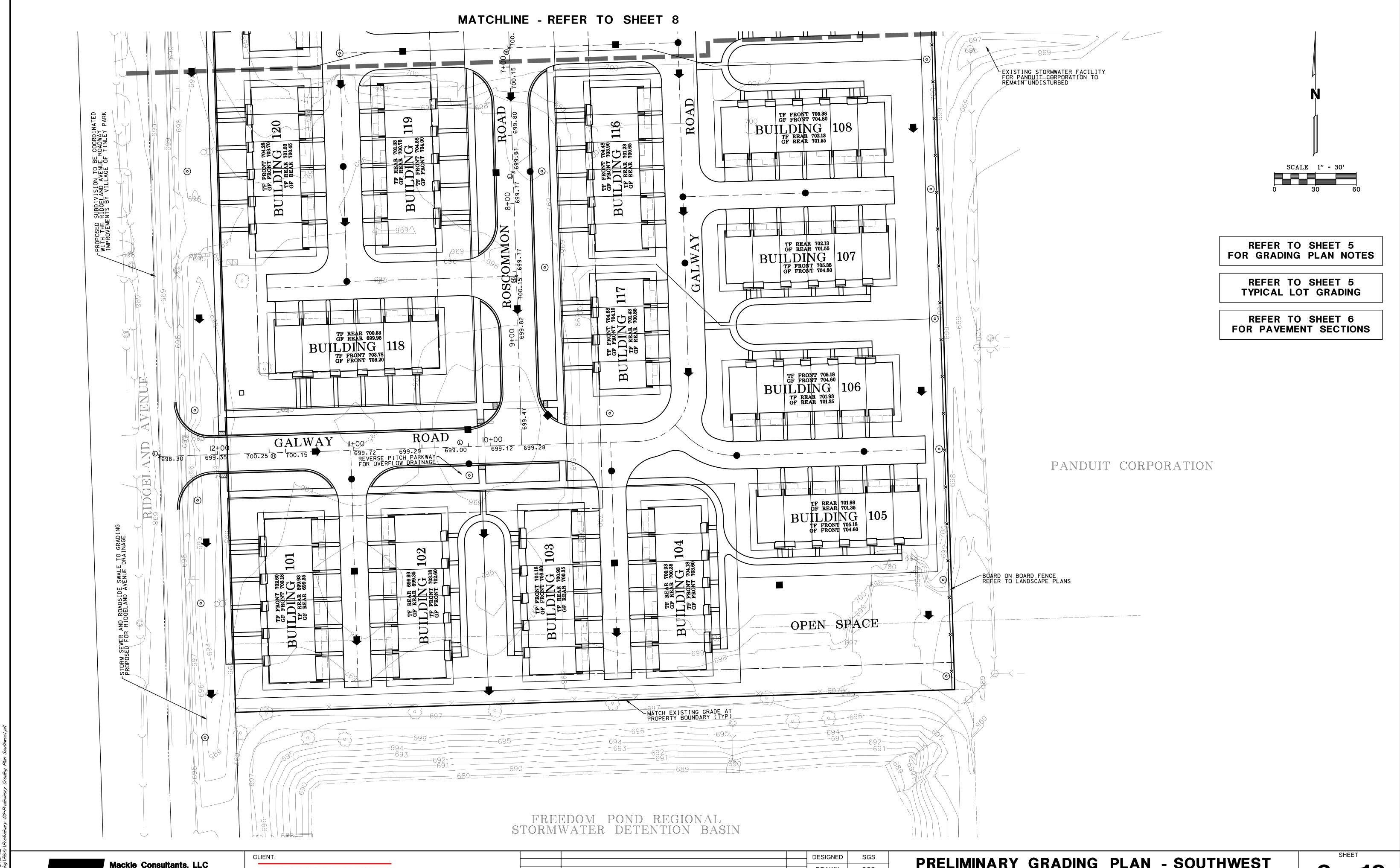
D.R. HORTON, INC.-MIDWEST 750 EAST BUNKER COURT VERNON HILLS, ILLINOIS 60061

DRAWN SGS APPROVED KJM 12/8/2021 REVISED PER VILLAGE COMMENTS QTC DATE 09/03/202 10/15/2021 REVISED PER VILLAGE COMMENTS SGS DATE DESCRIPTION OF REVISION BY SCALE 1" = 30'				DESIGNED	SGS
12/8/2021 REVISED PER VILLAGE COMMENTS QTC DATE 09/03/202 10/15/2021 REVISED PER VILLAGE COMMENTS SGS				DRAWN	SGS
10/15/2021 REVISED PER VILLAGE COMMENTS SGS				APPROVED	KJM
	12/8/2021	REVISED PER VILLAGE COMMENTS	QTC	DATE	09/03/202
DATE DESCRIPTION OF REVISION BY SCALE 1" = 30"	10/15/2021	REVISED PER VILLAGE COMMENTS	SGS		
	DATE	DESCRIPTION OF REVISION	BY	SCALE	1" = 30'

OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS

OF

Page | 122 VILLAGE OF TINLEY...



Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 www.mackieconsult.com

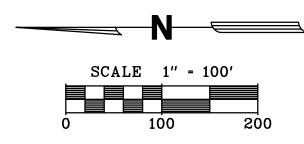
America's Builder

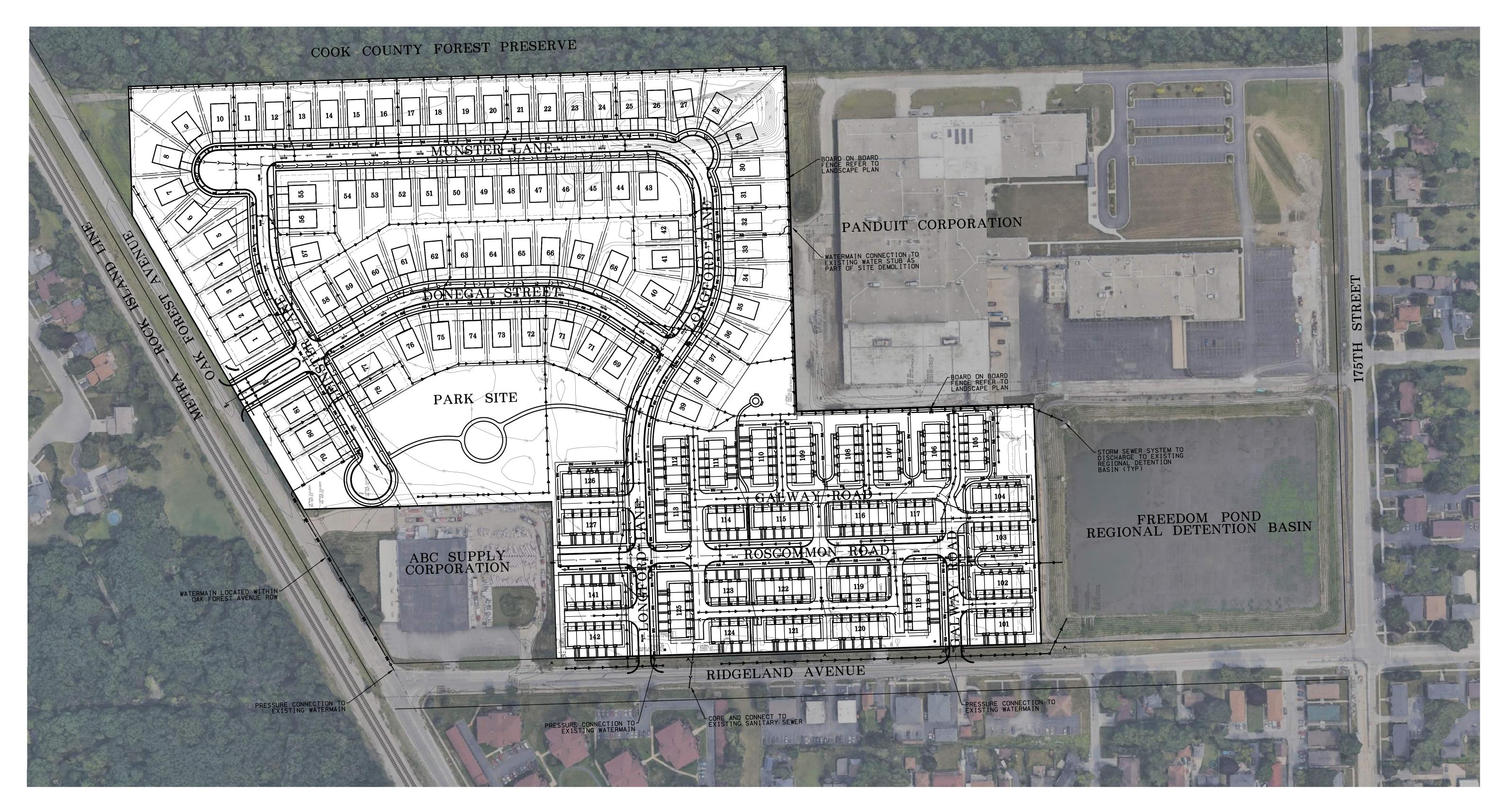
D.R. HORTON, INC.-MIDWEST 750 EAST BUNKER COURT VERNON HILLS, ILLINOIS 60061

			DESIGNED	l sas
			DRAWN	SGS
			APPROVED	KJM
12/8/2021	REVISED PER VILLAGE COMMENTS	QTC	DATE	09/03/20
10/15/2021	REVISED PER VILLAGE COMMENTS	SGS		
DATE	DESCRIPTION OF REVISION	BY	SCALE	1" = 30'

PRELIMINARY GRADING PLAN - SOUTHWEST OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS

of **16**







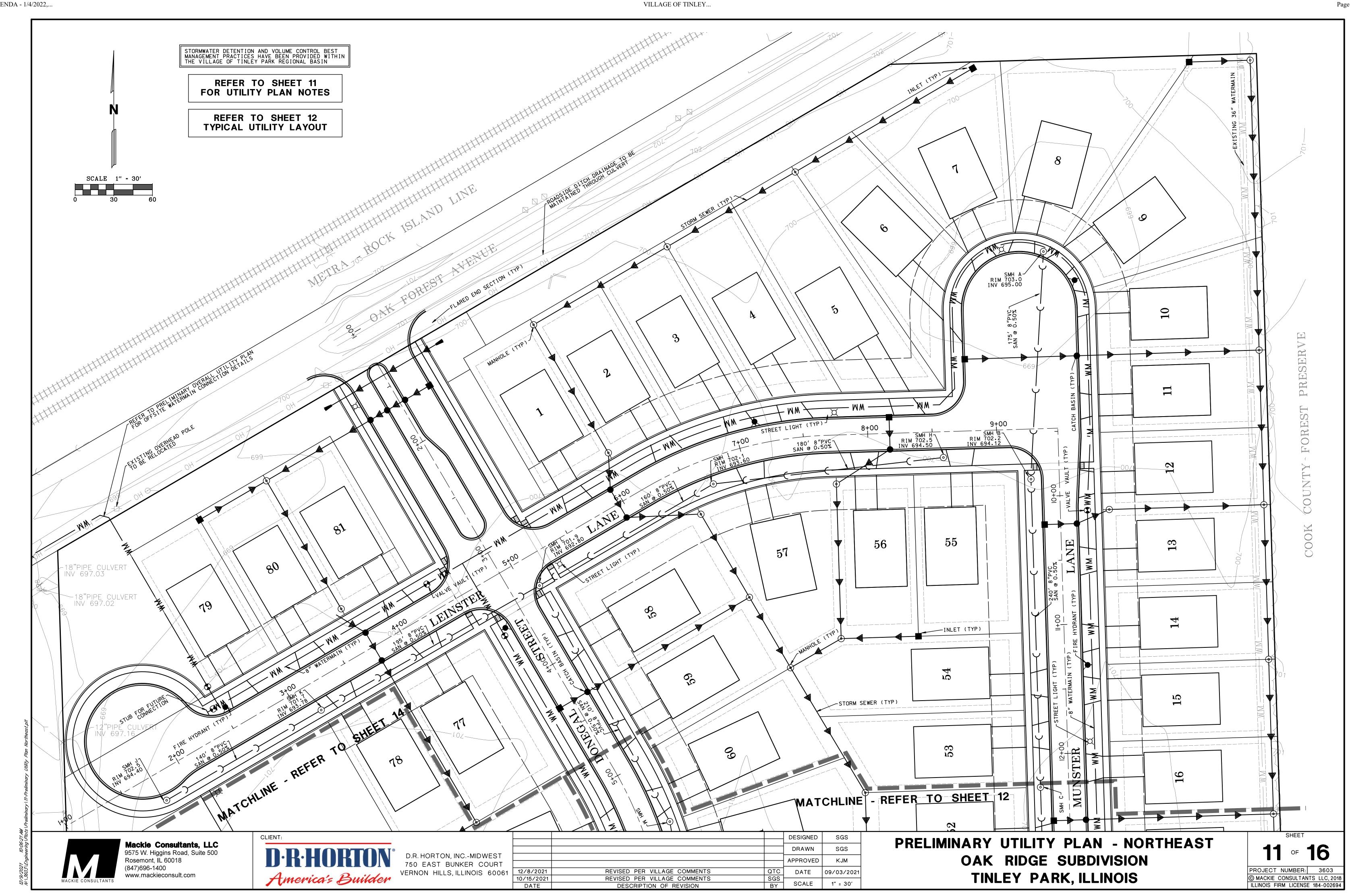


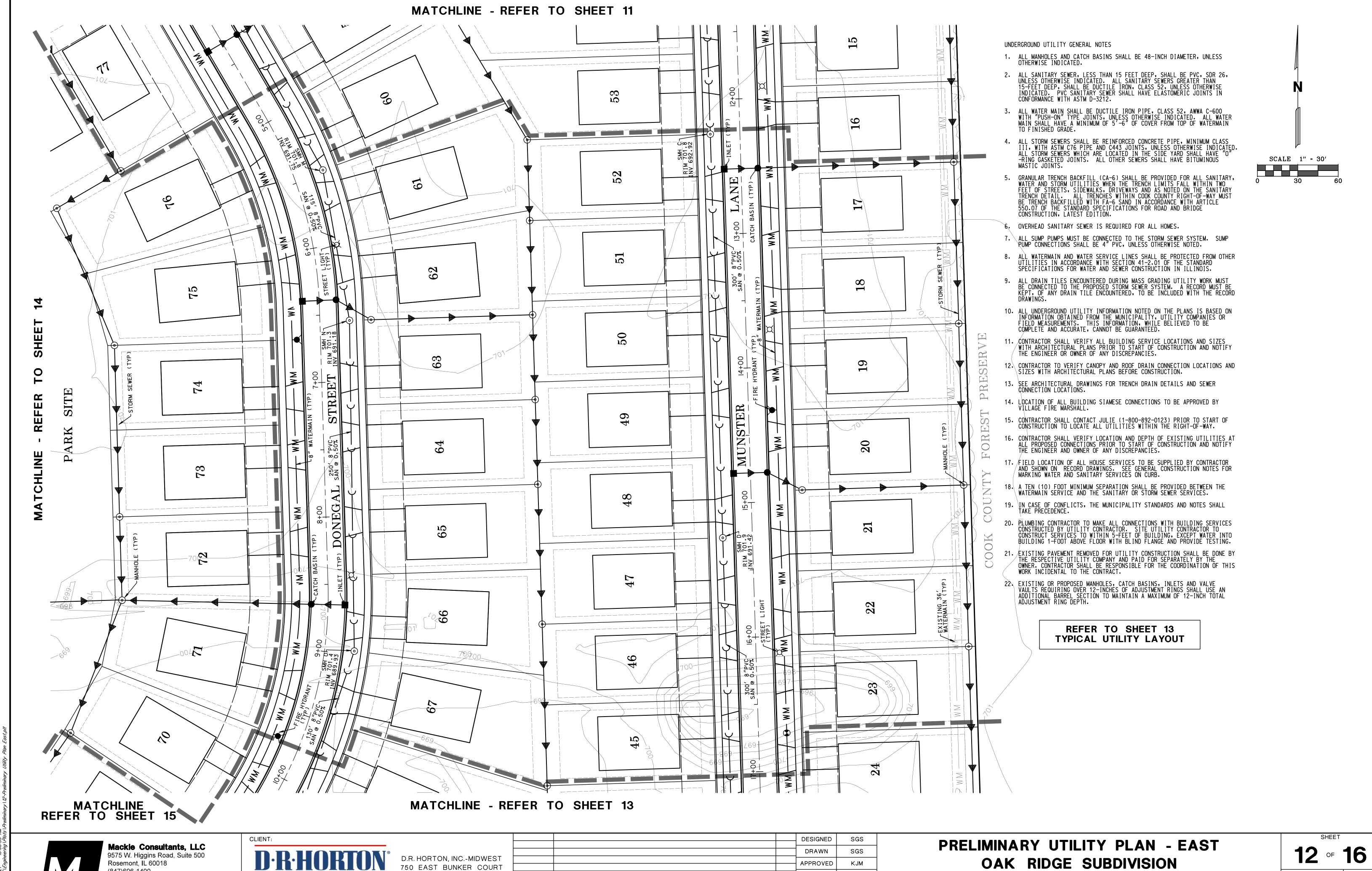
D.R. HORTON, INC.-MIDWEST 750 EAST BUNKER COURT VERNON HILLS, ILLINOIS 60061

				DESIGNED	SGS
				DRAWN	SGS
				APPROVED	KJM
1	12/8/2021	REVISED PER VILLAGE COMMENTS	QTC	DATE	09/03/2021
	10/15/2021	REVISED PER VILLAGE COMMENTS	SGS		
	DATE	DESCRIPTION OF REVISION	BY	SCALE	1" = 100'

PRELIMINARY OVERALL UTILTIY PLAN
OAK RIDGE SUBDIVISION
TINLEY PARK, ILLINOIS

10 of 16





REVISED PER VILLAGE COMMENTS

REVISED PER VILLAGE COMMENTS

DESCRIPTION OF REVISION

09/03/2021

1" = 30'

SCALE

TINLEY PARK, ILLINOIS

12/8/2021

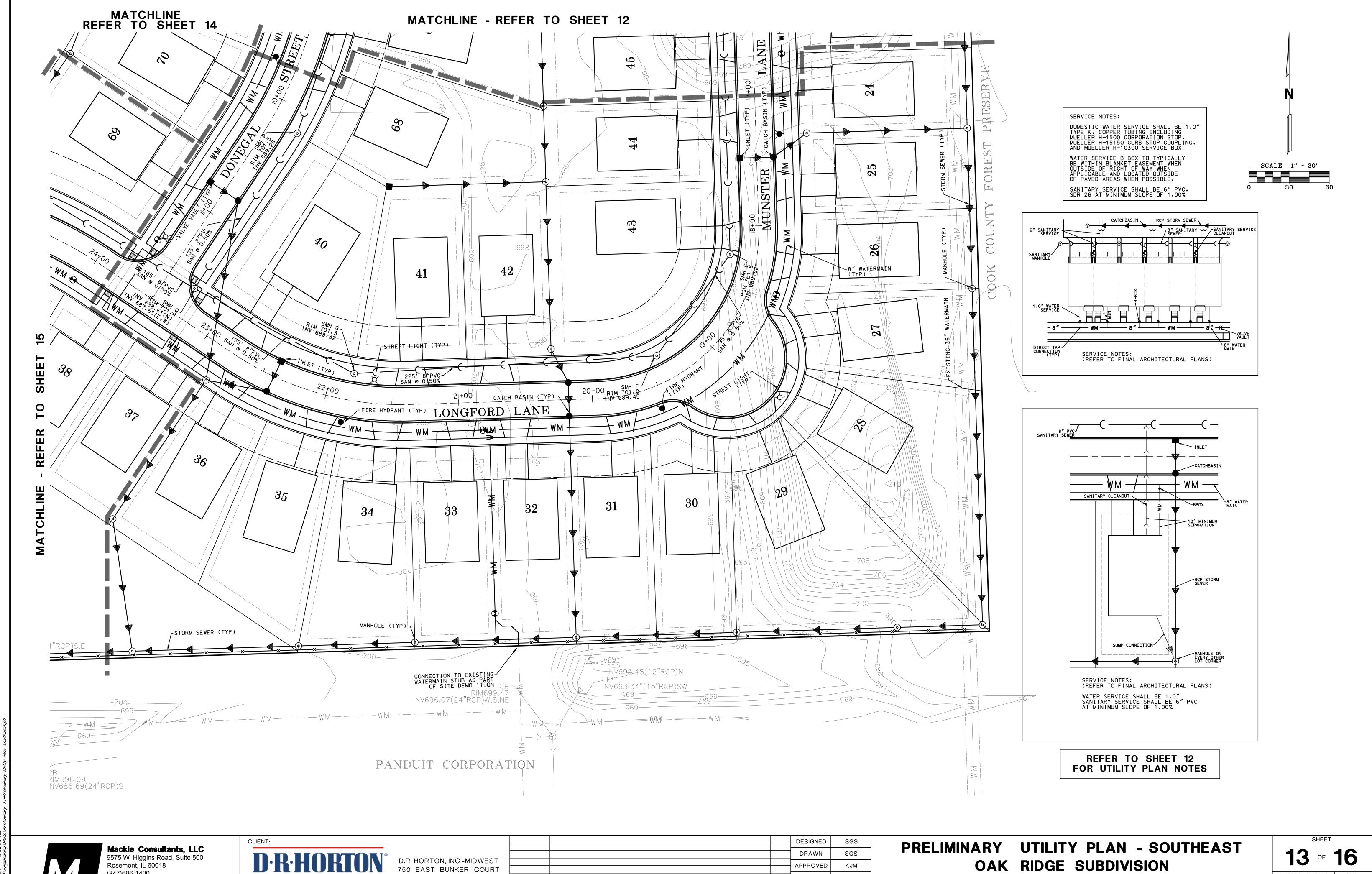
10/15/2021

DATE

VERNON HILLS, ILLINOIS 60061

America's Builder

www.mackieconsult.com

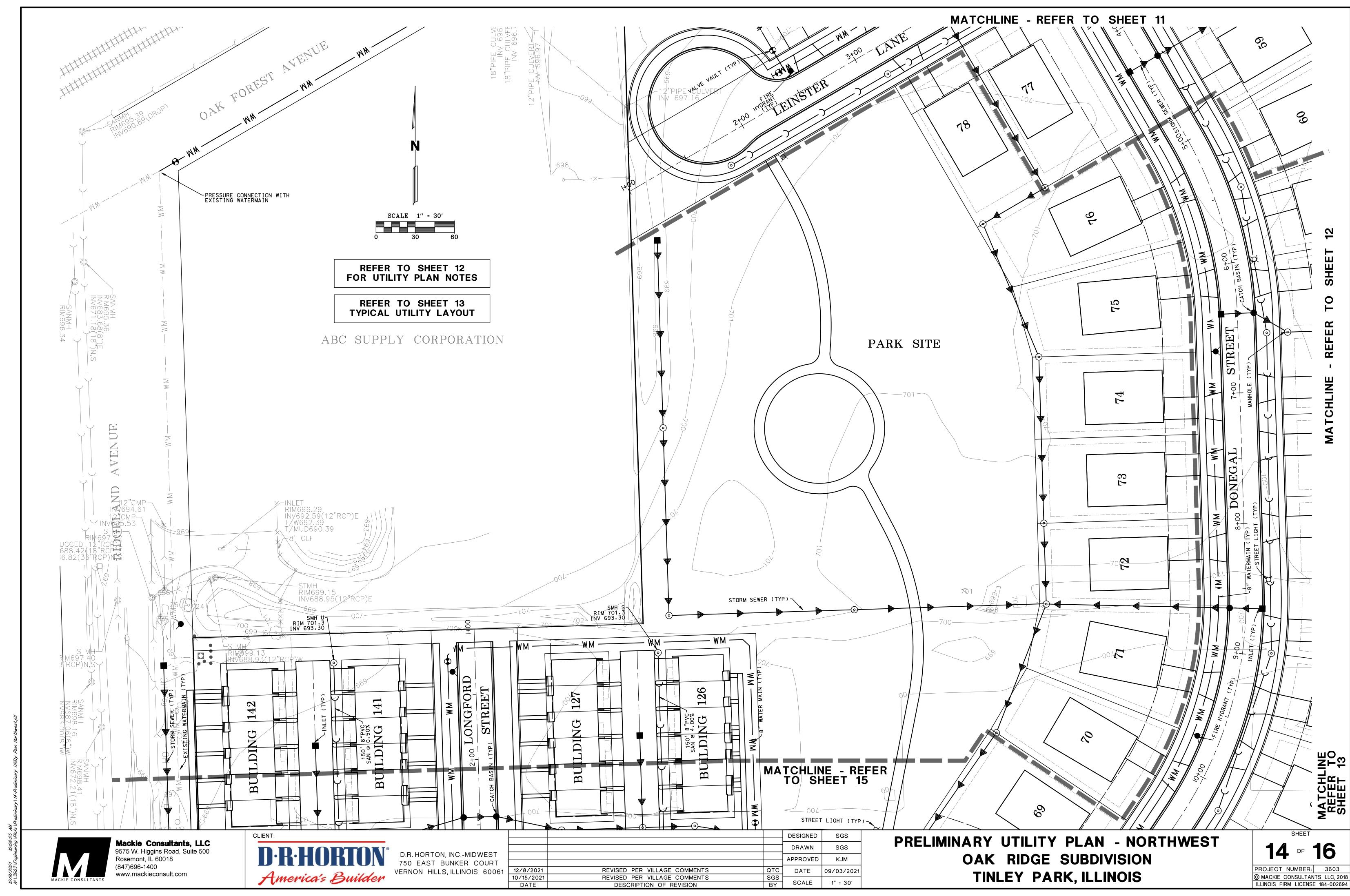


Rosemont, IL 60018

America's Builder

VERNON HILLS, ILLINOIS 60061 12/8/2021 10/15/2021 DATE REVISED PER VILLAGE COMMENTS 09/03/2021 REVISED PER VILLAGE COMMENTS SCALE 1" = 30' DESCRIPTION OF REVISION

OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS





Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847)696-1400 www.mackieconsult.com

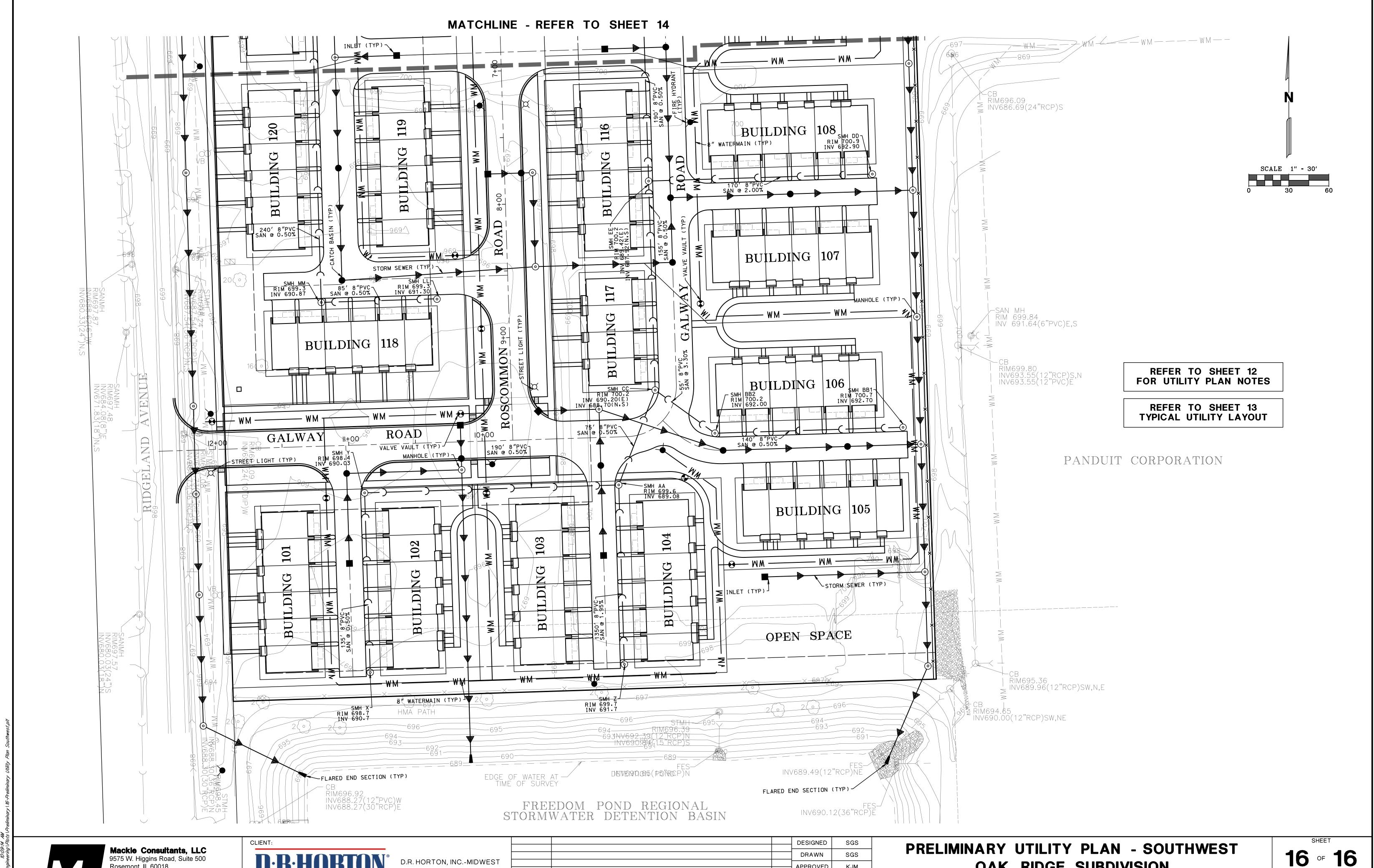
D·R·HORTON®
America's Builder

D.R. HORTON, INC.-MIDWEST 750 EAST BUNKER COURT VERNON HILLS, ILLINOIS 60061

			4 DESIGNED	545
			DRAWN	sgs
			APPROVED	KJM
12/8/20		QTC	DATE	09/03/20
10/15/20	1 REVISED PER VILLAGE COMMENTS	SGS		
DATE	DESCRIPTION OF REVISION	BY	SCALE	1" = 30'

PRELIMINARY UTILITY PLAN - WEST OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS

15 of 16



Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 www.mackieconsult.com

America's Builder

D.R. HORTON, INC.-MIDWEST 750 EAST BUNKER COURT VERNON HILLS, ILLINOIS 60061

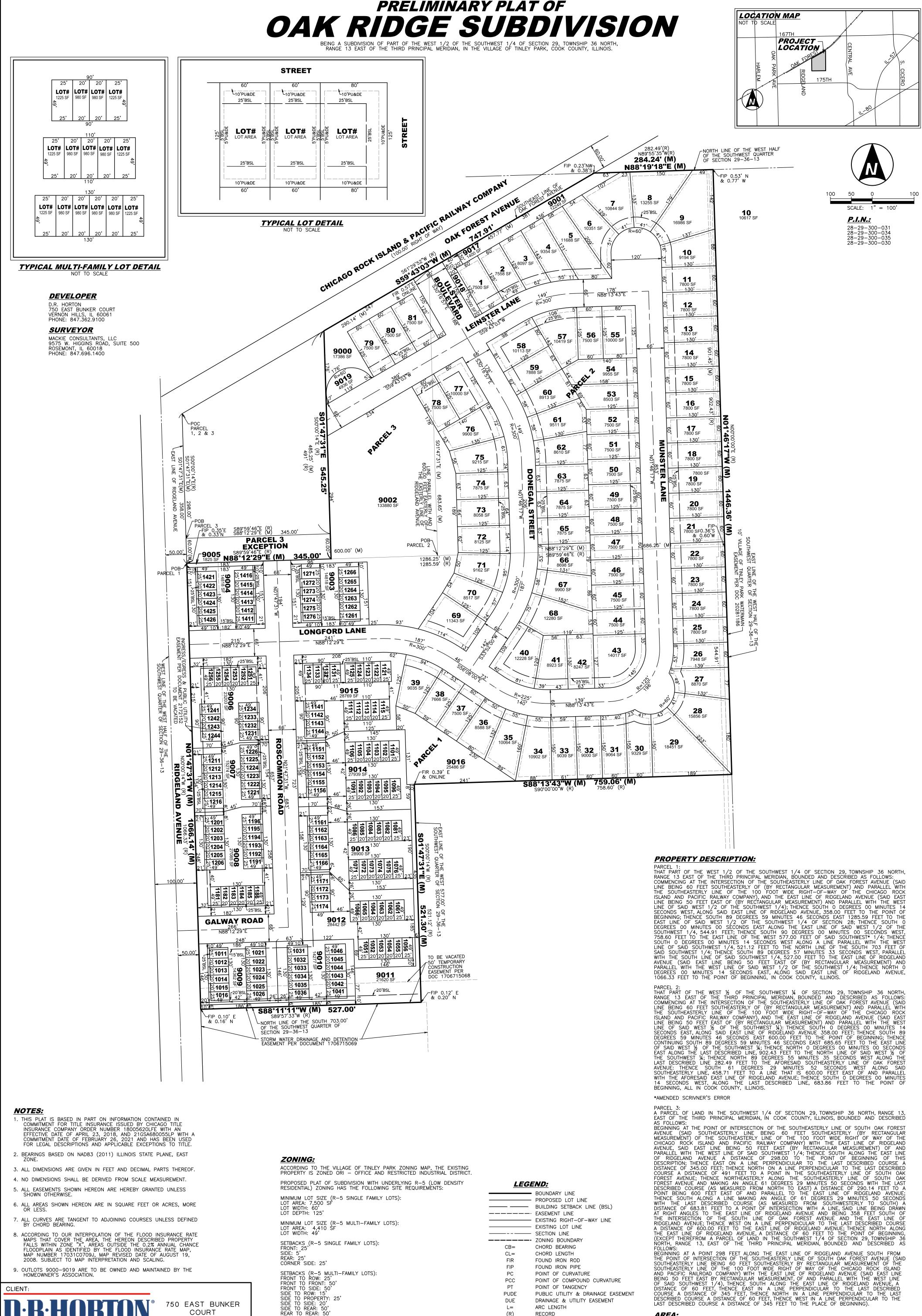
12/8/2021 10/15/2021 DATE REVISED PER VILLAGE COMMENTS 09/03/2021 REVISED PER VILLAGE COMMENTS SCALE 1" = 30' DESCRIPTION OF REVISION

OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS

PROJECT NUMBER: 3603

© MACKIE CONSULTANTS LLC, 2018

ILLINOIS FIRM LICENSE 184-002694



America's Builder

Mackie Consultants, LLC 9575 W. Higgins Road, Suite 500 Rosemont, IL 60018 (847)696-1400 www.mackieconsult.com

VERNON HILLS

ILLINOIS 60061

(R) RECORD

PRELIMINARY PLAT OF SUBDIVISION OAK RIDGE SUBDIVISION TINLEY PARK, ILLINOIS

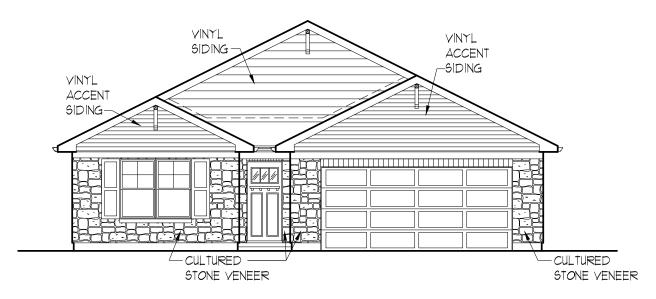
PROPERTY CONTAINS 1,707,192 SQUARE FEET OR 39.192 ACRES MORE OR LESS

OF PROJECT NUMBER: 3603 MACKIE CONSULTANTS LLC, 2021 ILLINOIS FIRM LICENSE 184-002694

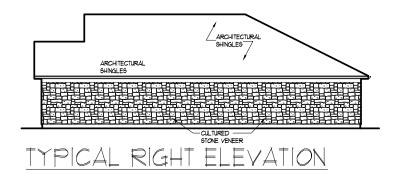
SHEET

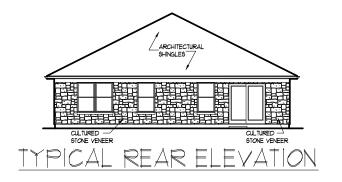
Page | 130

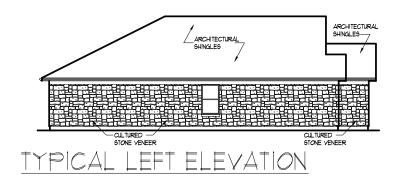
DESIGNED KJMMRD DRAWN APPROVED JDD 12/07/21 REVISED LANDPLAN MRD DATE 09/02/21 10/15/21 REVISED PER VILLAGE COMMENTS MRD SCALE 1"=100' DESCRIPTION OF REVISION BY



ELEVATION "A5"





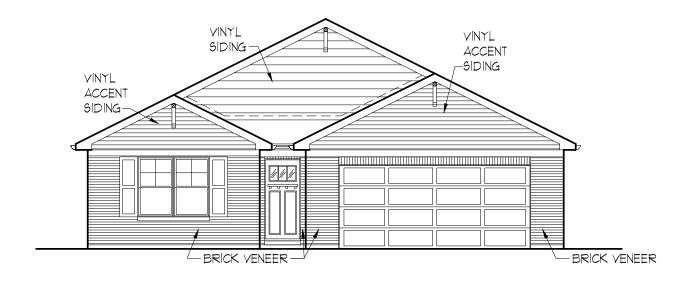


X421 ELEVATION "A5"

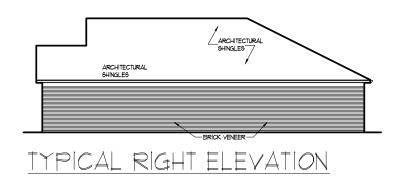
X-SERIES

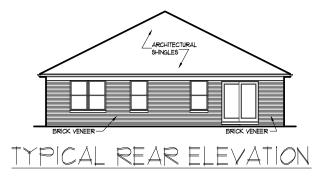


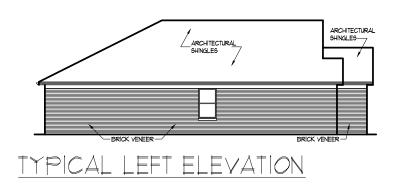




ELEVATION "A6"





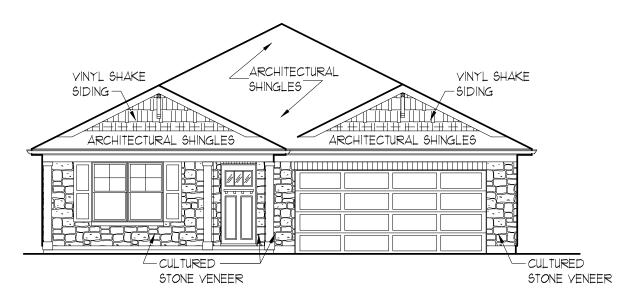


X421 ELEVATION "A6"

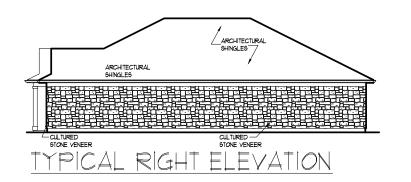
X-SERIES

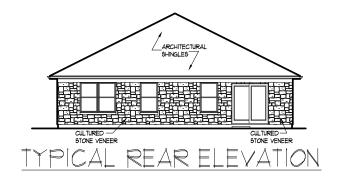


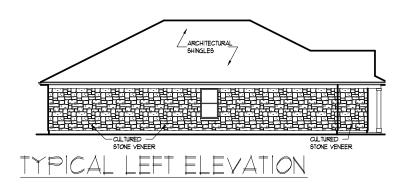




ELEVATION "B5"





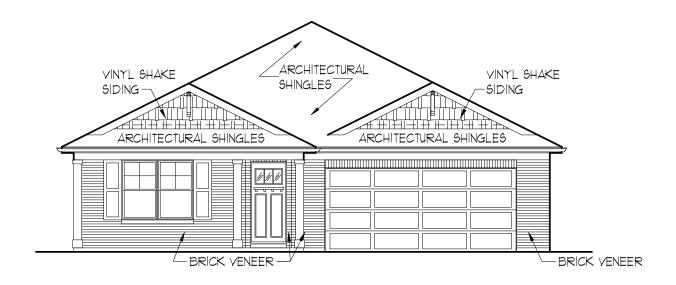


X421 ELEVATION "B5"

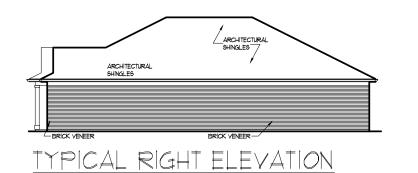
X-SERIES

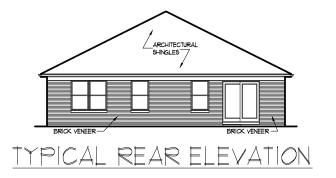


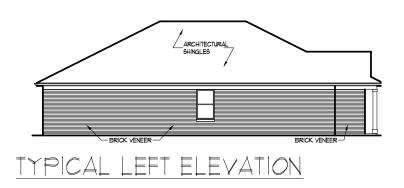




ELEVATION "B6"







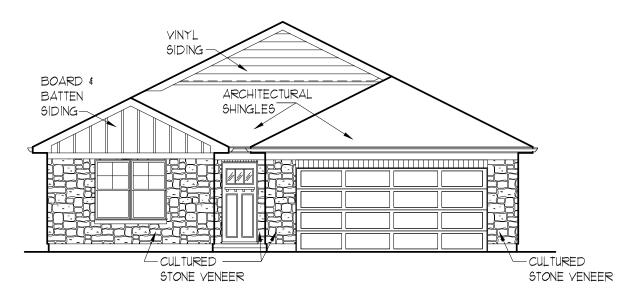
X421 ELEVATION "B6"

X-SERIES

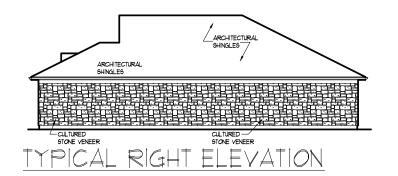
OAK RIDGE TINLEY PARK, IL

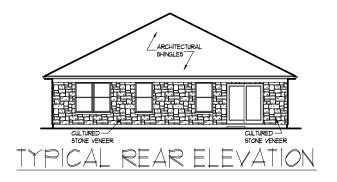


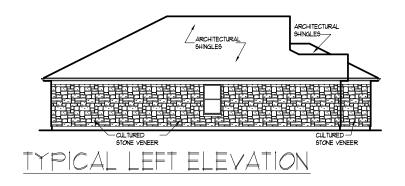




ELEVATION "C5"







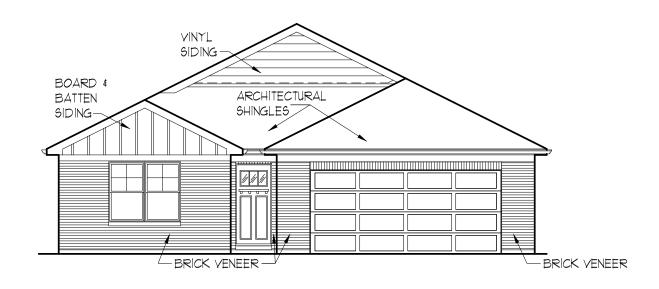
X421 ELEVATION "C5"

X-SERIES

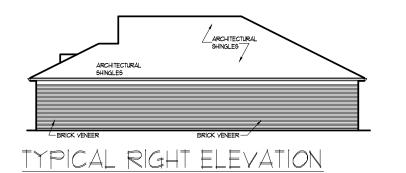
OAK RIDGE TINLEY PARK, IL

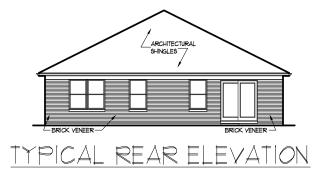


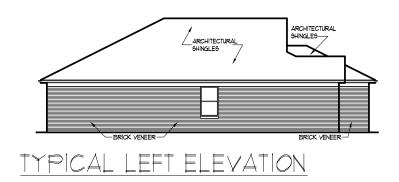




ELEVATION "C6"







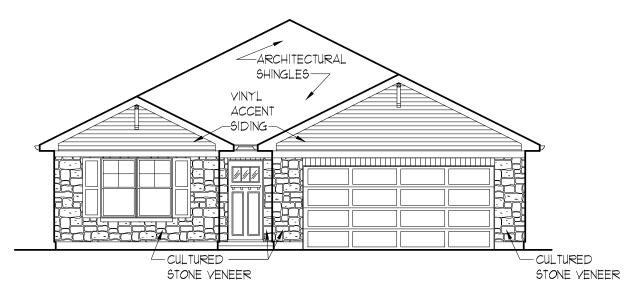
X421 ELEVATION "C6"

X-SERIES

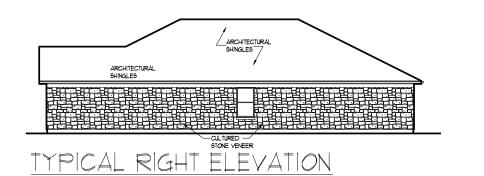
OAK RIDGE TINLEY PARK, IL

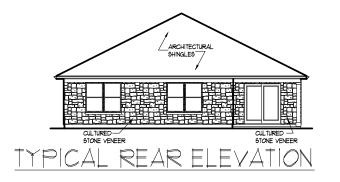


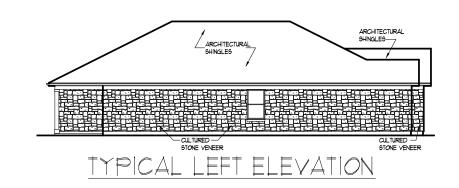




ELEVATION "A5"







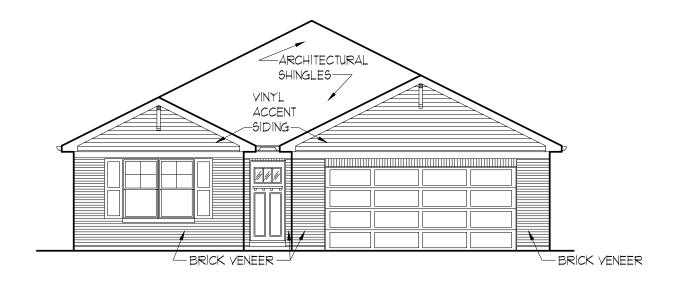
X422 ELEVATION "A5"

X-SERIES

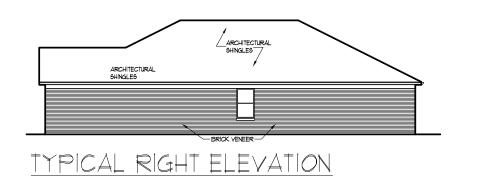
OAK RIDGE TINLEY PARK, IL

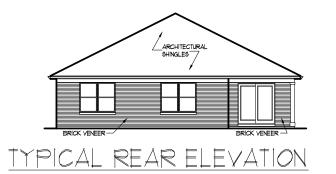


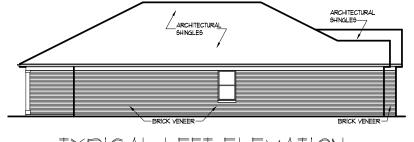




ELEVATION "A6"







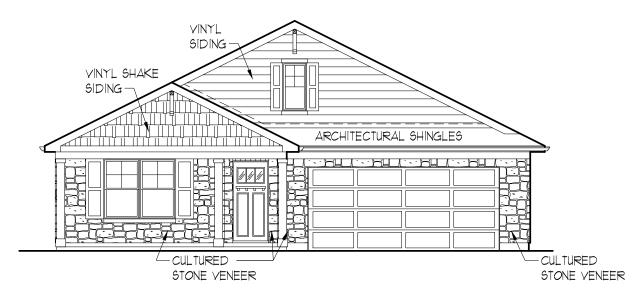
TYPICAL LEFT ELEVATION

X422 ELEVATION "A6"

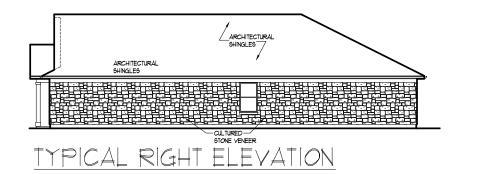
X-SERIES

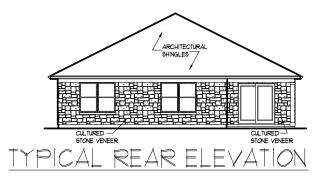


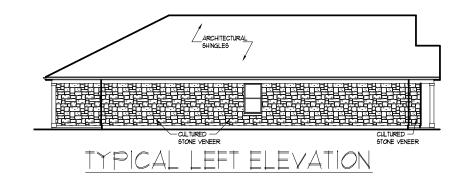




ELEVATION "B5"





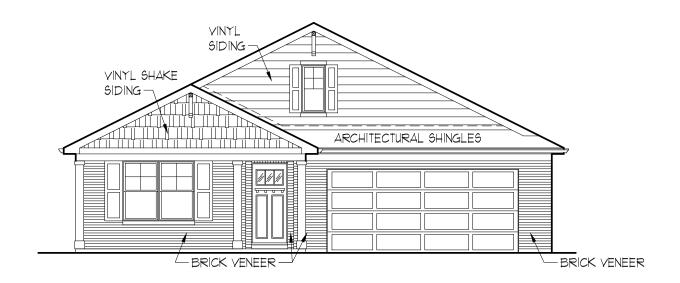


x422 ELEVATION "B5"

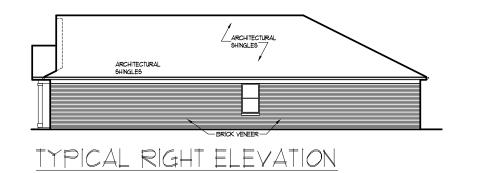
X-SERIES

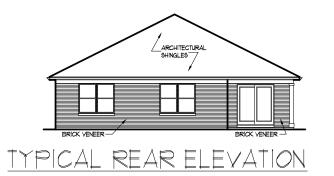


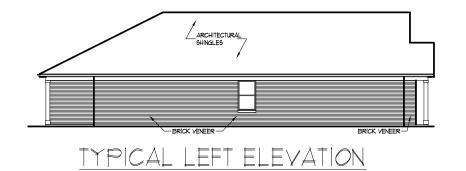




ELEVATION "B6"





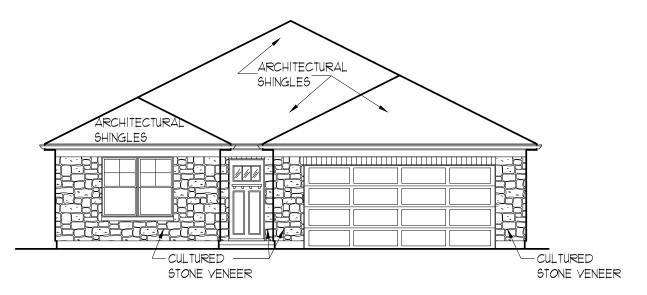


X422 ELEVATION "B6"

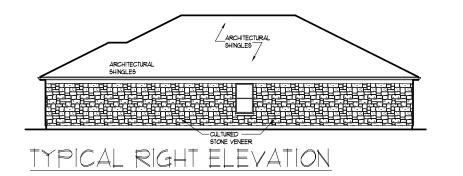
X-SERIES

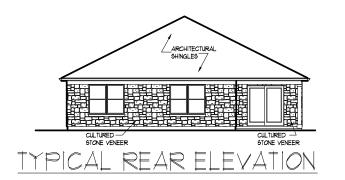


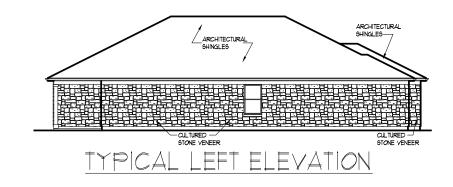




ELEVATION "C5"





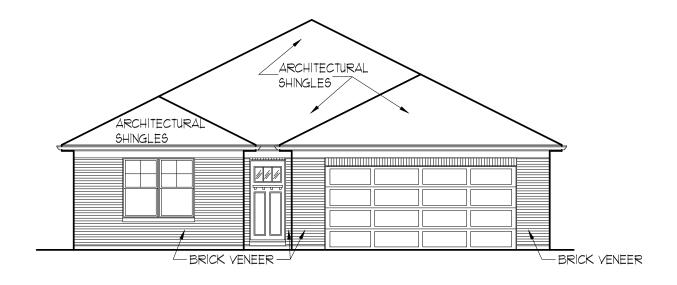


x422 ELEVATION "C5"

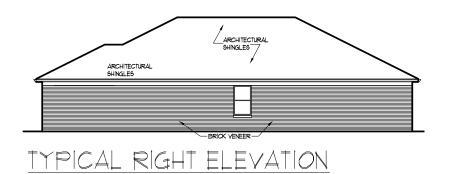
X-SERIES

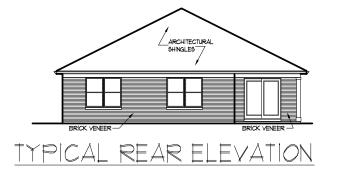


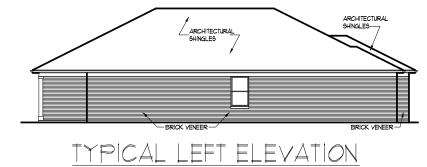




ELEVATION "C6"





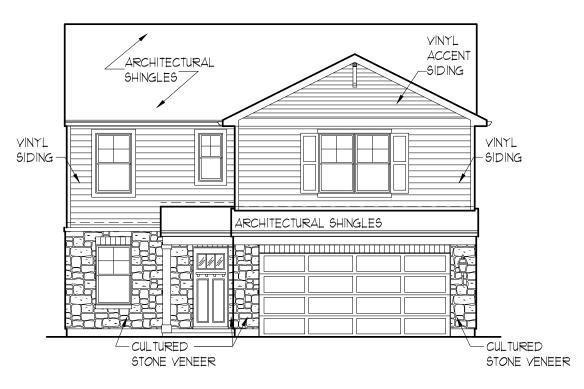


X422 ELEVATION "C6"

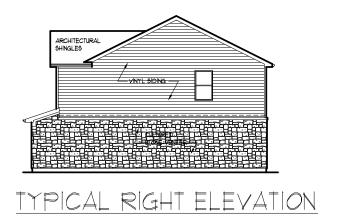
X-SERIES

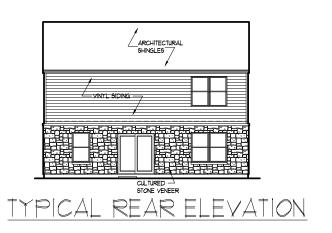


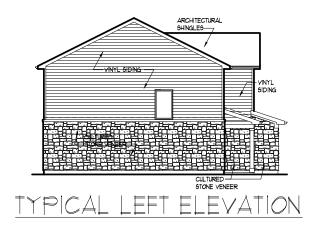




ELEVATION "A5"





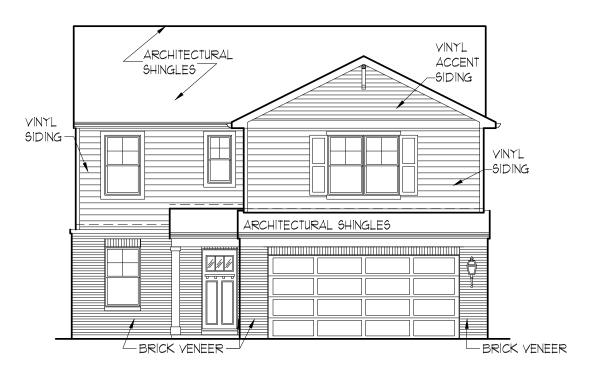


x423 ELEVATION "A5"

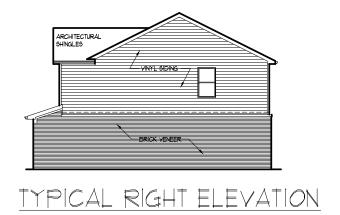
X-SERIES

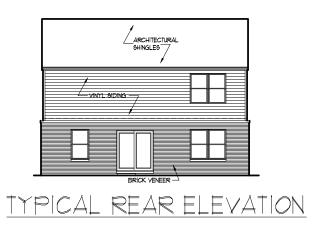


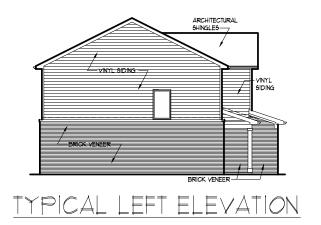




ELEVATION "A6"







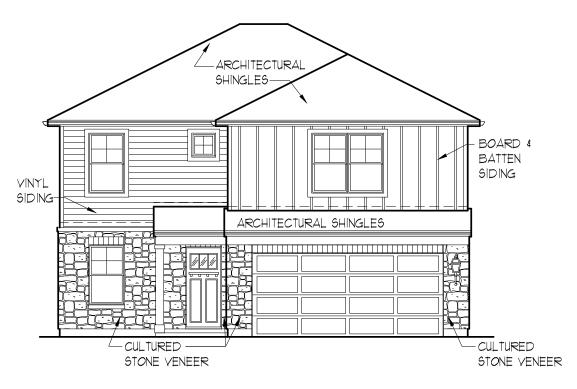
X423 ELEVATION "A6"

X-SERIES

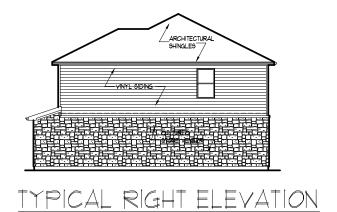
OAK RIDGE TINLEY PARK, IL

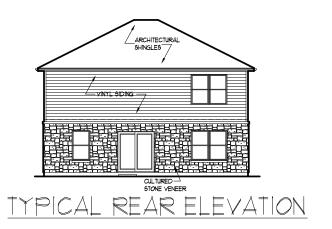


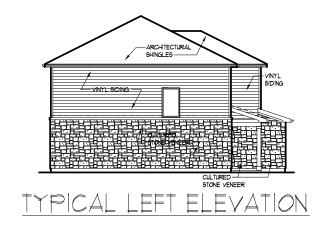




ELEVATION "C5"





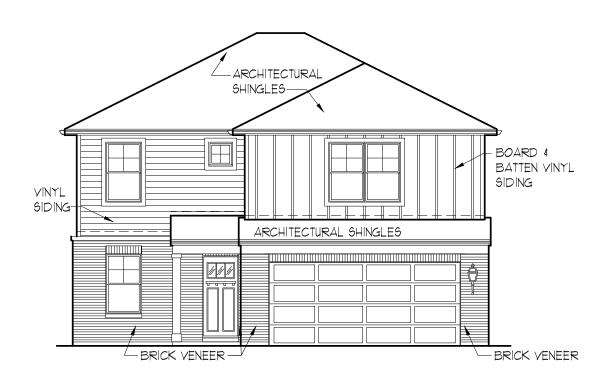


x423 ELEVATION "C5"

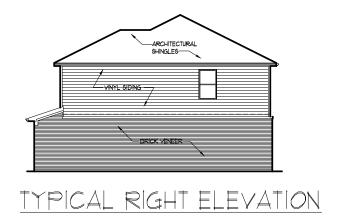
X-SERIES

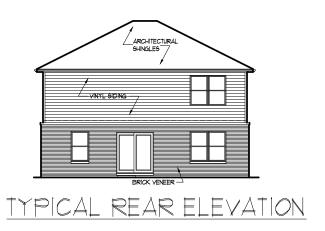


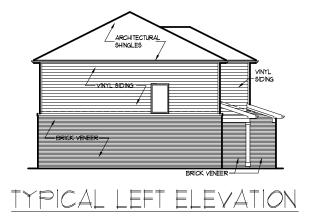




ELEVATION "C6"





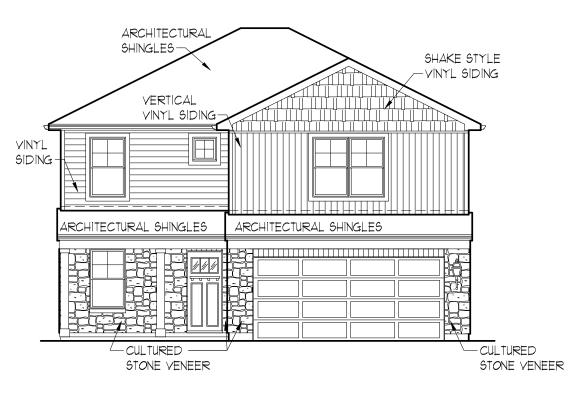


X423 ELEVATION "C6"

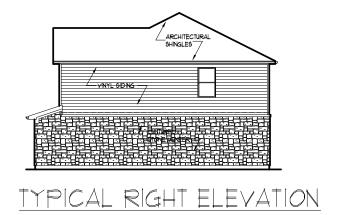
X-SERIES

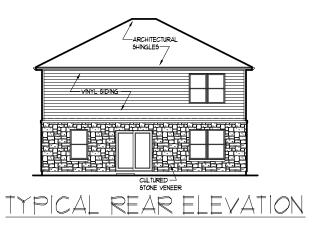


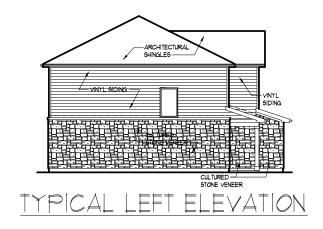




ELEVATION "D5"







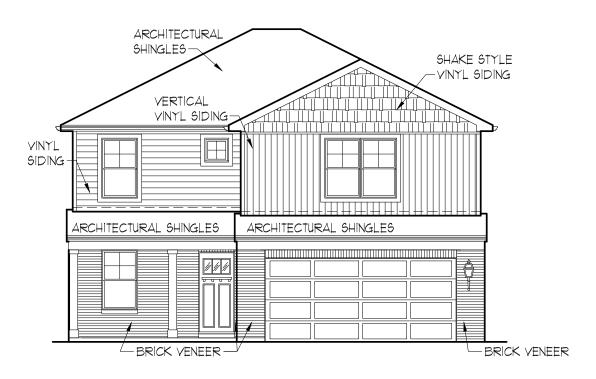
X423 ELEVATION "D5"

X-SERIES

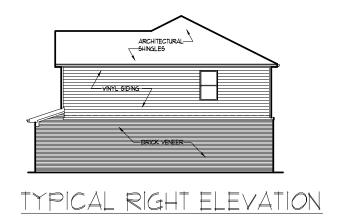
OAK RIDGE TINLEY PARK, IL

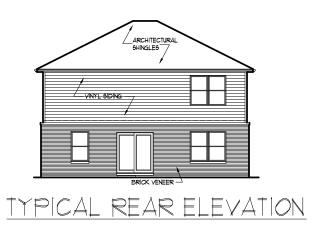


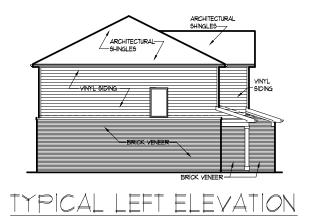




ELEVATION "D6"





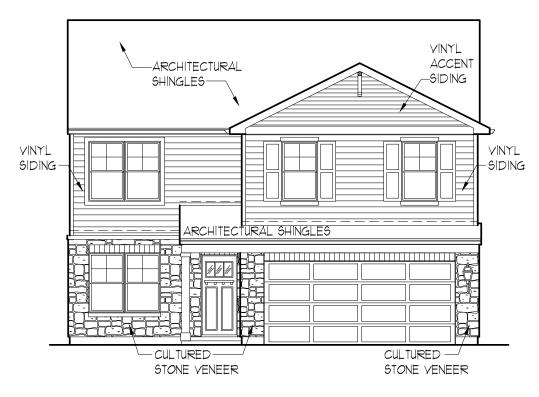


X423 ELEVATION "D6"

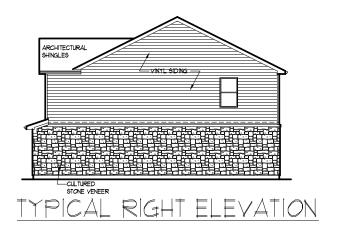
X-SERIES

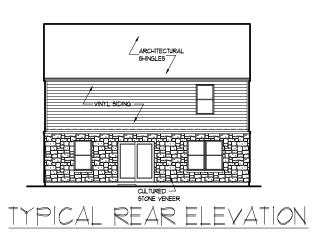


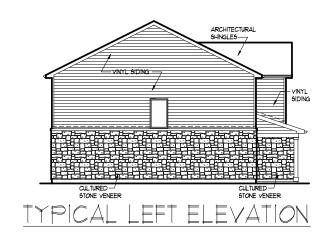




ELEVATION "A5"





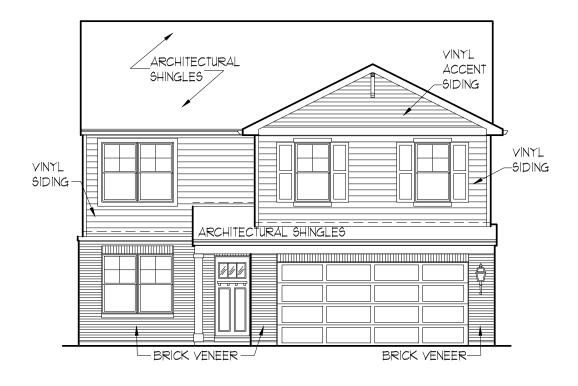


X424 ELEVATION "A5"

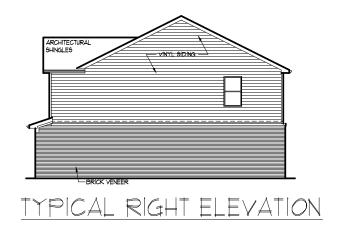
X-SERIES

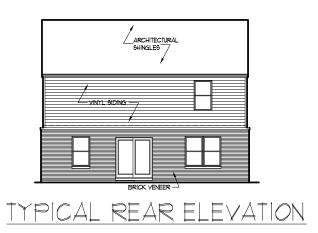


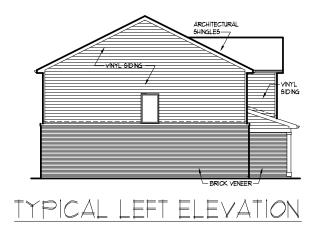




ELEVATION "A6"







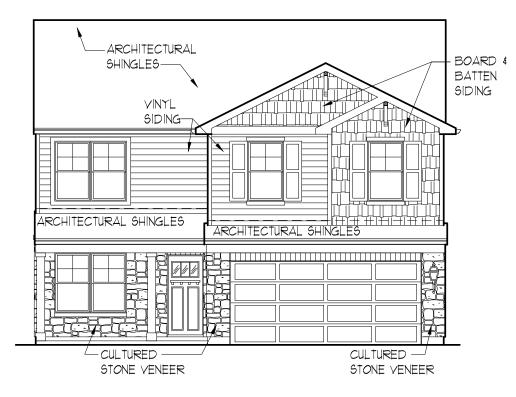
X424 ELEVATION "A6"

X-SERIES

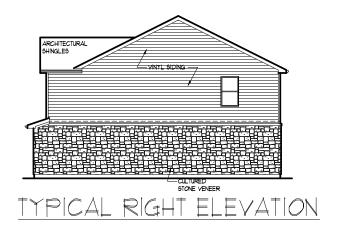
OAK RIDGE TINLEY PARK, IL

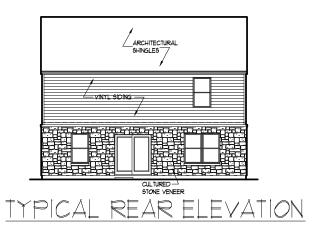


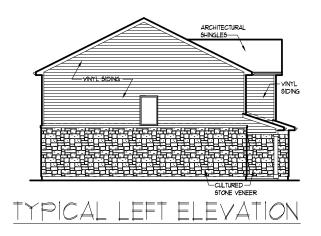




ELEVATION "B5"





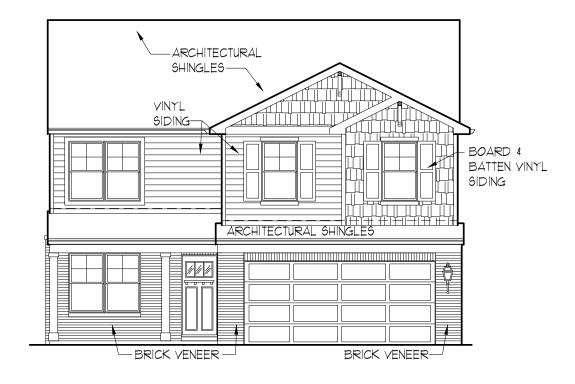


X424 ELEVATION "B5"

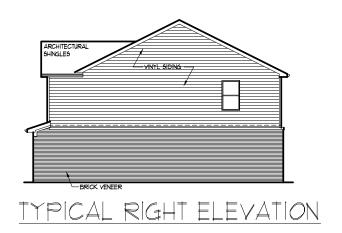
X-SERIES

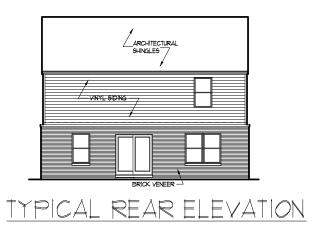


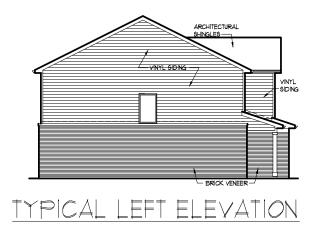




ELEVATION "B6"





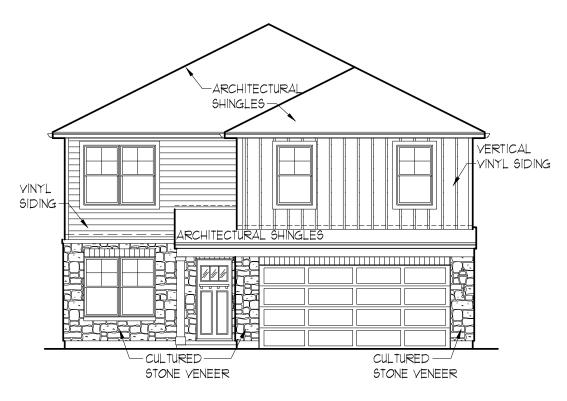


X424 ELEVATION "B6"

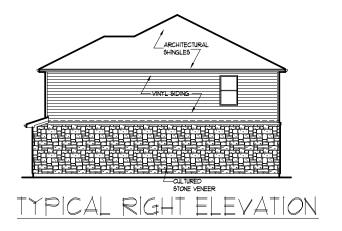
X-SERIES

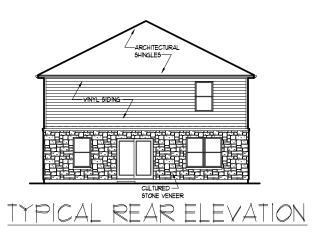


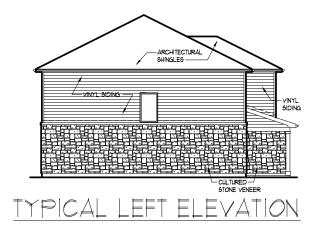




ELEVATION "C5"





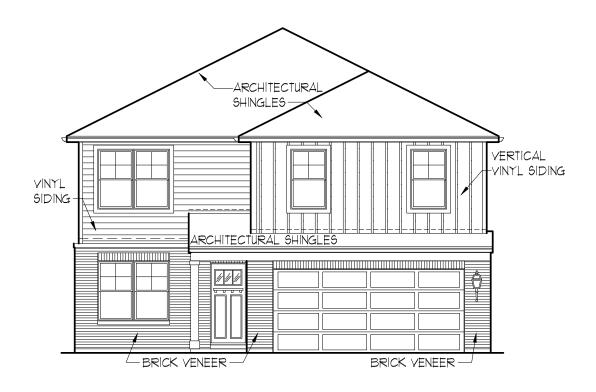


X424 ELEVATION "C5"

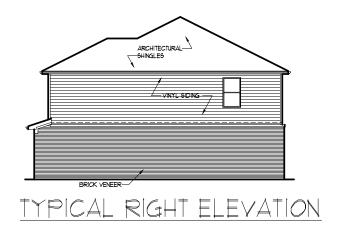
X-SERIES

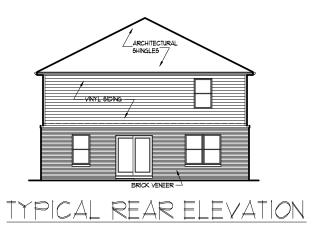


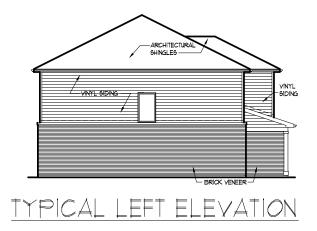




ELEVATION "C6"







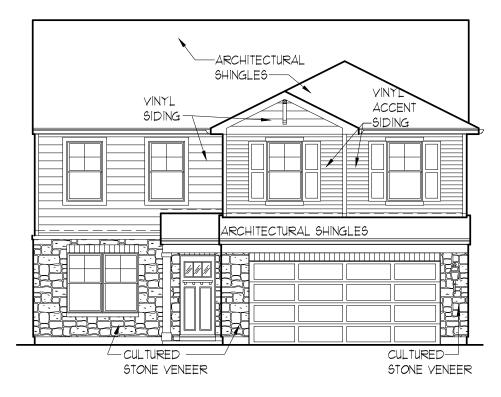
X424 ELEVATION "C6"

X-SERIES

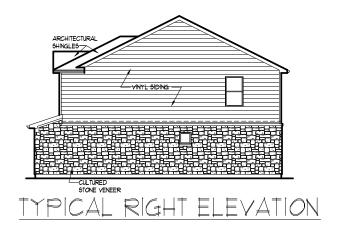
OAK RIDGE TINLEY PARK, IL

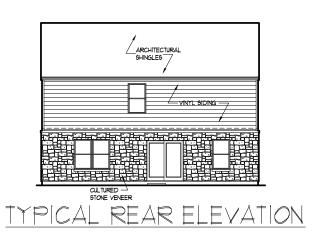


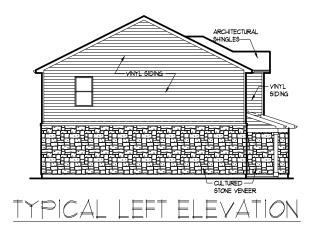




ELEVATION "A5"







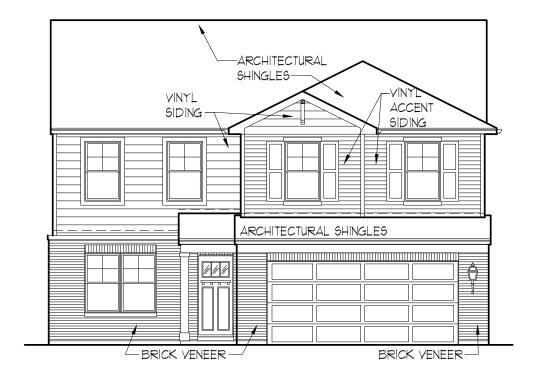
x426 ELEVATION "A5"

X-SERIES

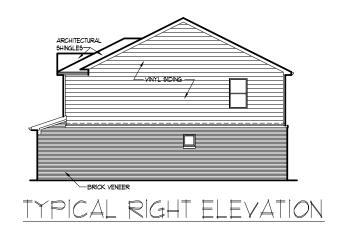
OAK RIDGE TINLEY PARK, IL

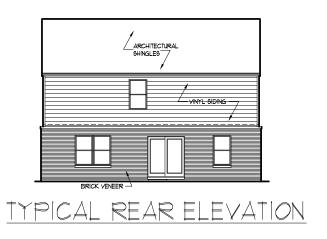


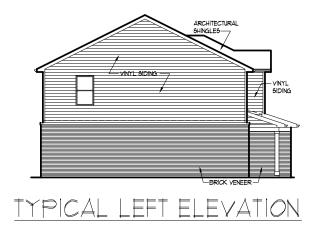




ELEVATION "A6"





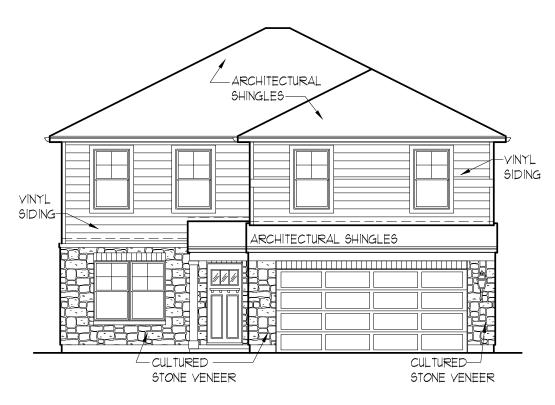


X426 ELEVATION "A6"

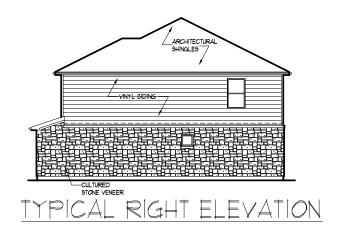
X-SERIES

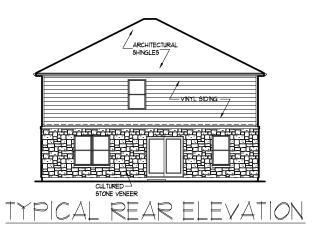


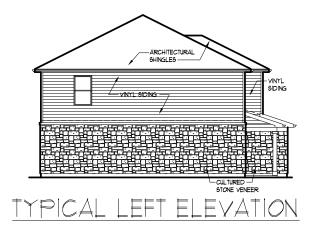




ELEVATION "C5"







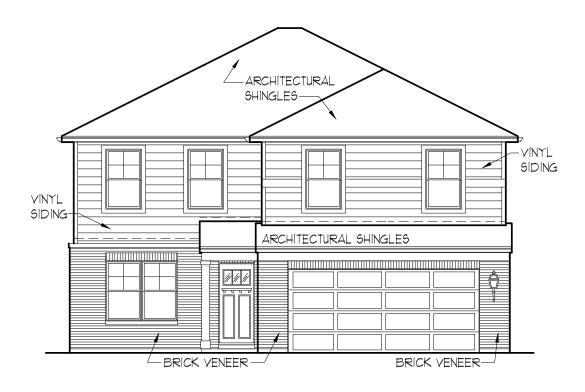
x426 ELEVATION "C5"

X-SERIES

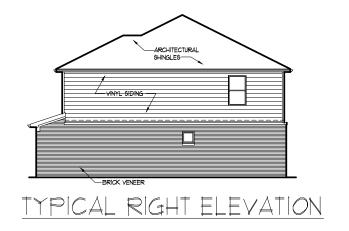
OAK RIDGE TINLEY PARK, IL

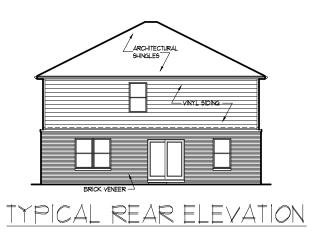


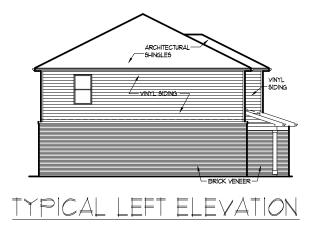




ELEVATION "C6"







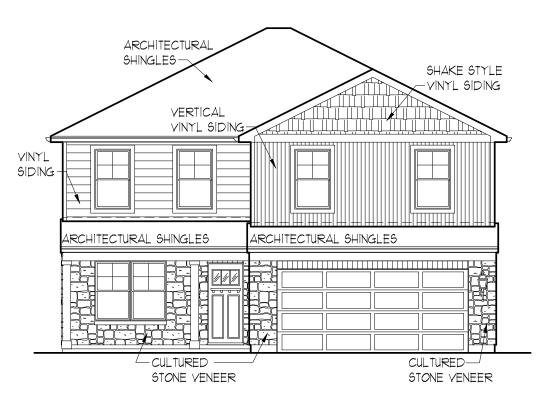
X426 ELEVATION "C6"

X-SERIES

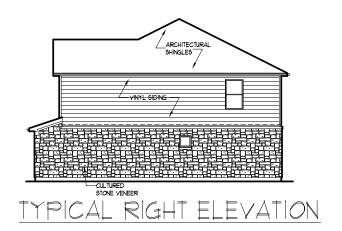
OAK RIDGE TINLEY PARK, IL

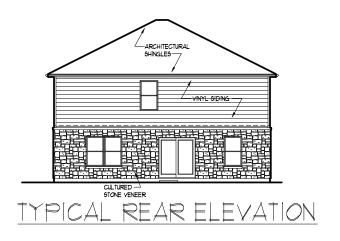


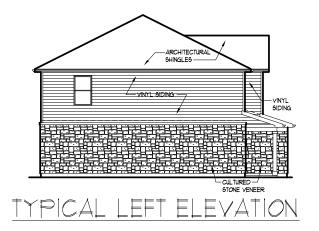




ELEVATION "D5"







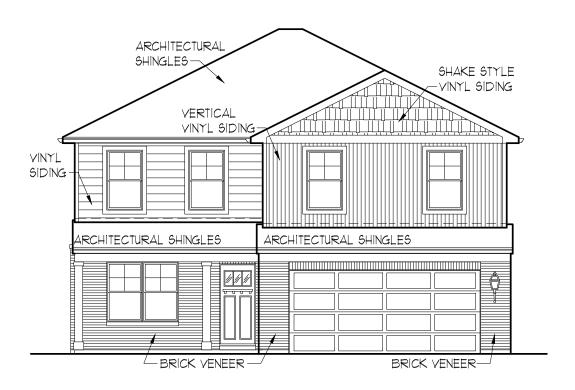
X426 ELEVATION "D5"

X-SERIES

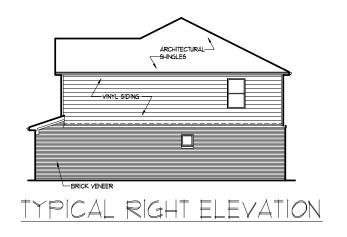
OAK RIDGE TINLEY PARK, IL

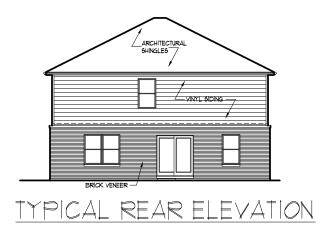


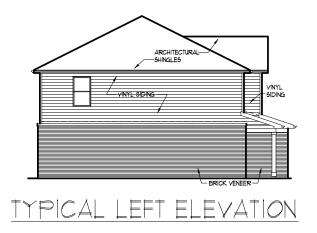




ELEVATION "D6"







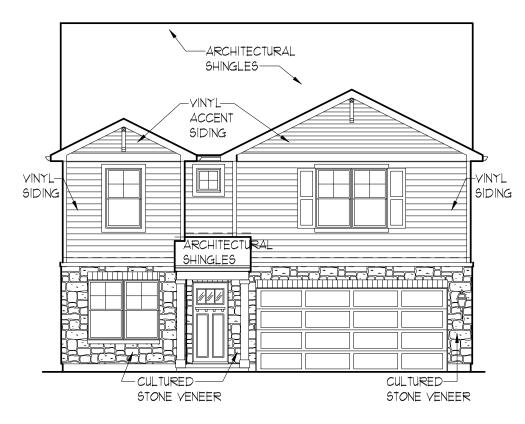
X426 ELEVATION "D6"

X-SERIES

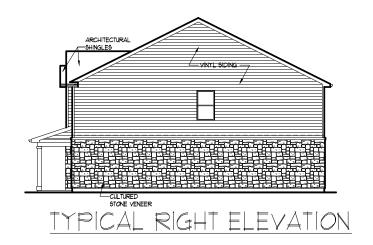
OAK RIDGE TINLEY PARK, IL

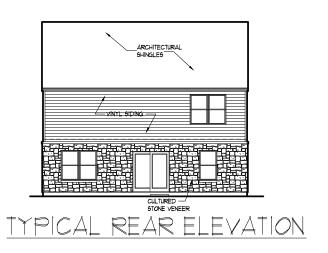


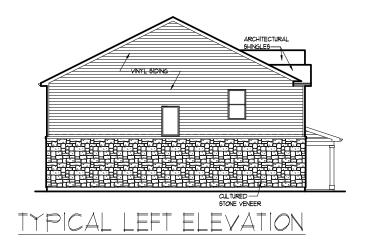




ELEVATION "A5"





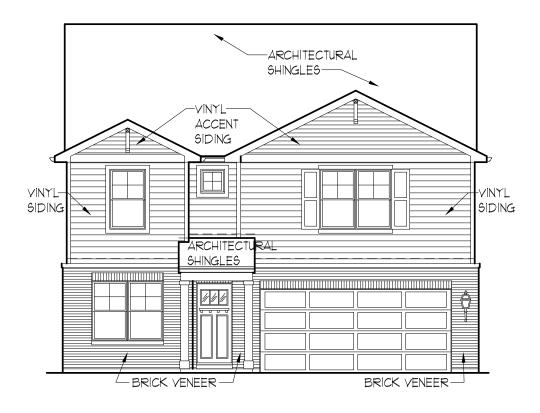


X427 ELEVATION "A5"

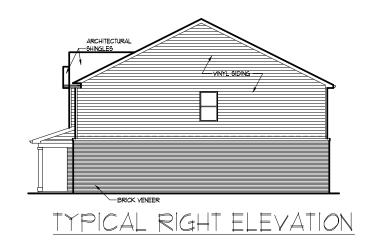
X-SERIES

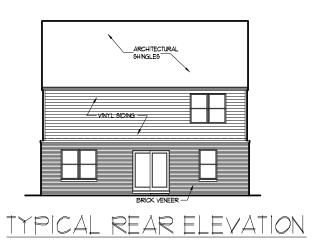


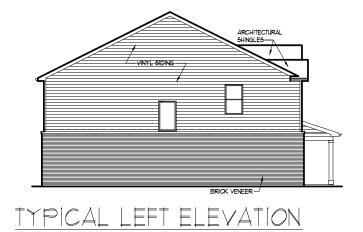




ELEVATION "A6"





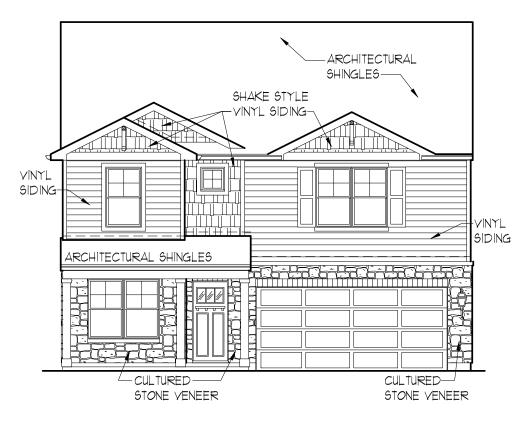


X427 ELEVATION "A6"

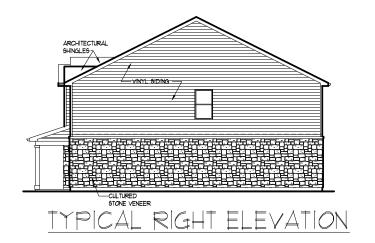
X-SERIES

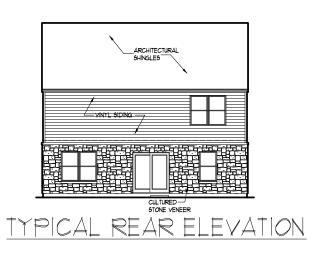


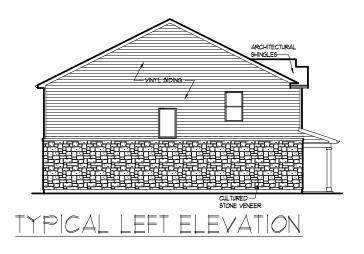




ELEVATION "B5"





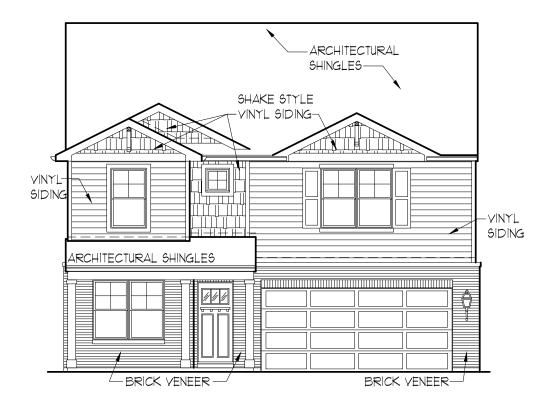


X427 ELEVATION "B5"

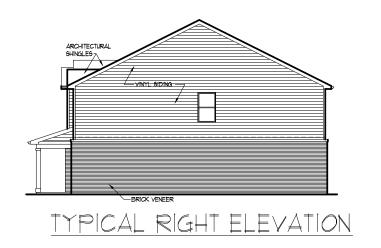
X-SERIES

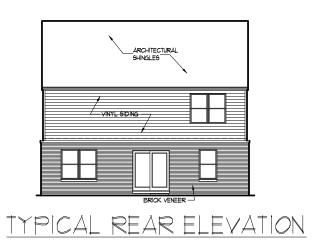


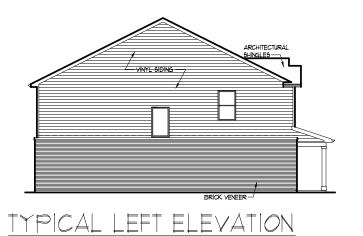




ELEVATION "B6"





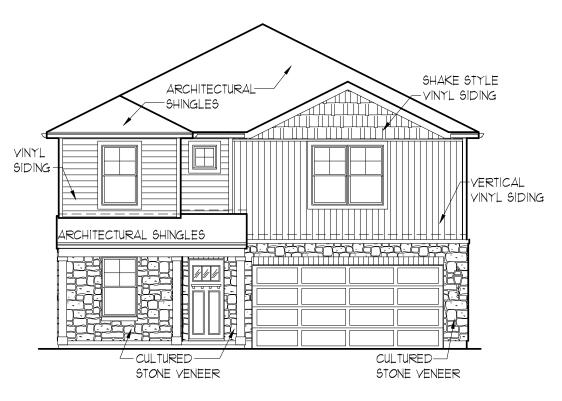


X427 ELEVATION "B6"

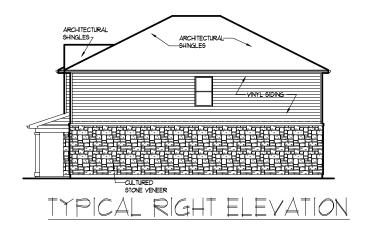
X-SERIES

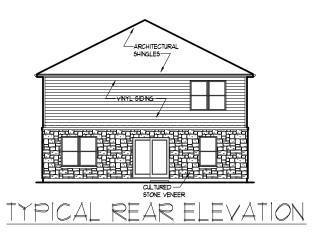


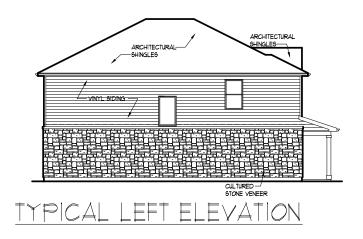




ELEVATION "D5"





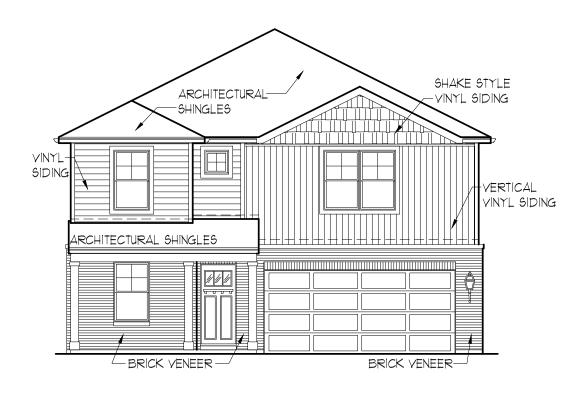


X427 ELEVATION "D5"

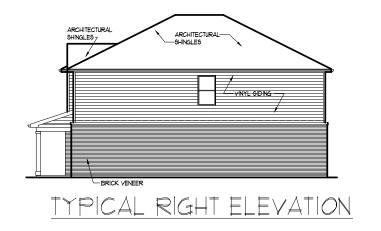
X-SERIES

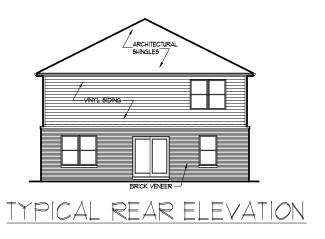


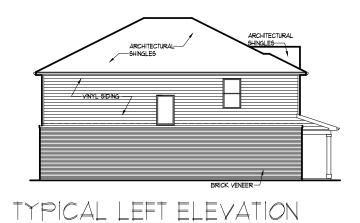




ELEVATION "D6"







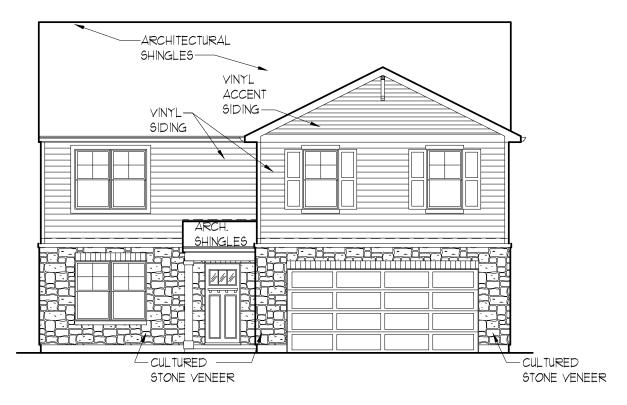
X427 ELEVATION "D6"

X-SERIES

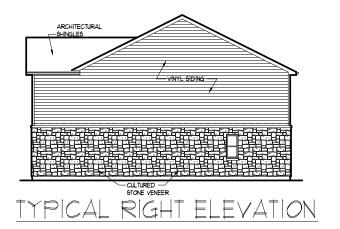
OAK RIDGE TINLEY PARK, IL

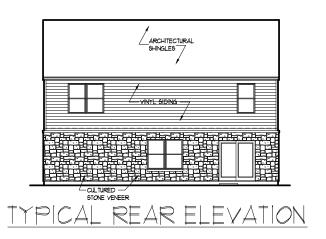


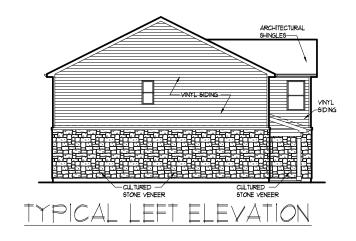




ELEVATION "A5"







X429 ELEVATION "A5"

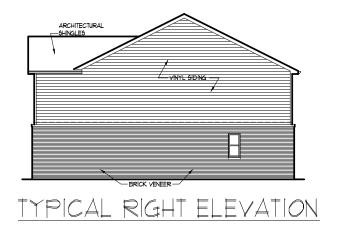
X-SERIES

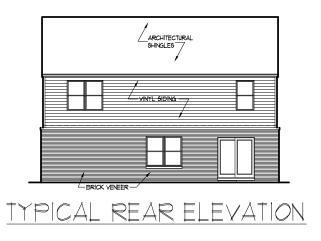


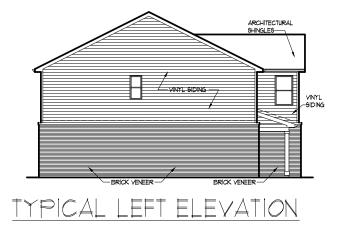




ELEVATION "A6"







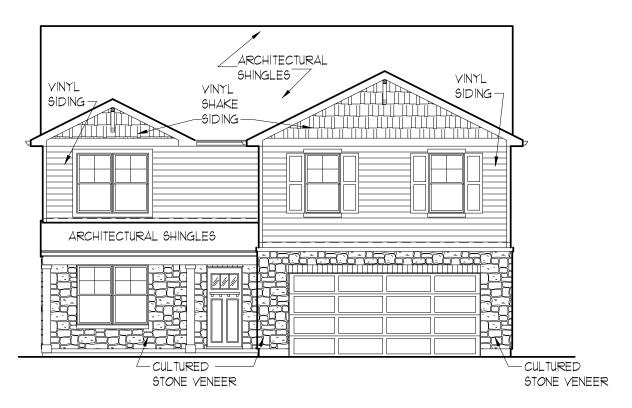
X429 ELEVATION "A6"

X-SERIES

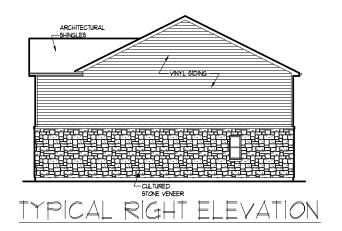
OAK RIDGE TINLEY PARK, IL

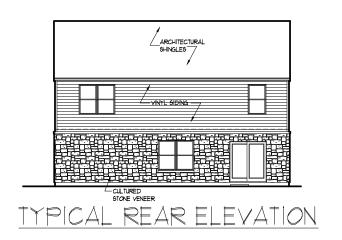


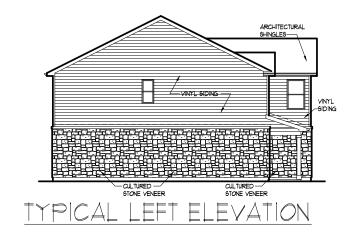




ELEVATION "B5"





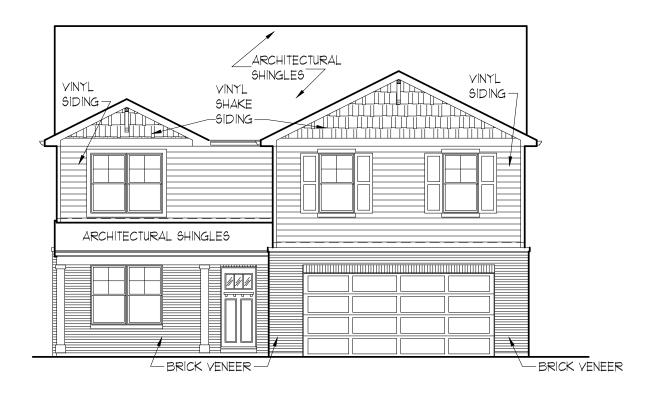


x429 ELEVATION "B5"

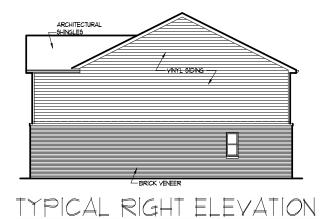
X-SERIES

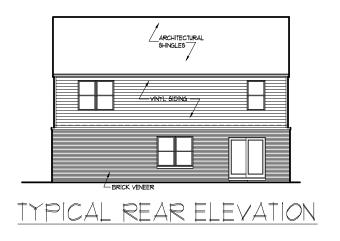


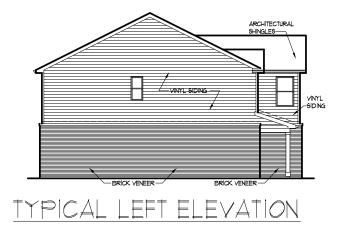




ELEVATION "B6"





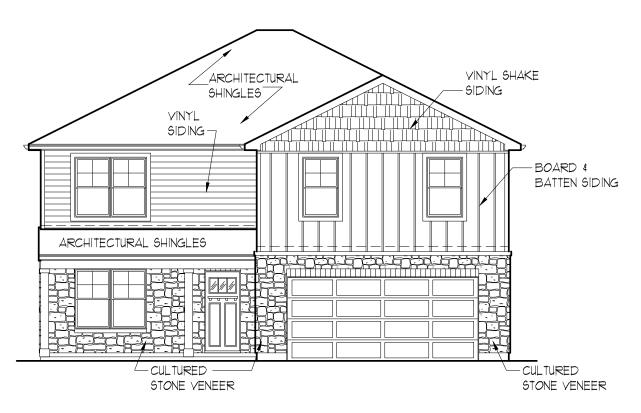


X429 ELEVATION "B6"

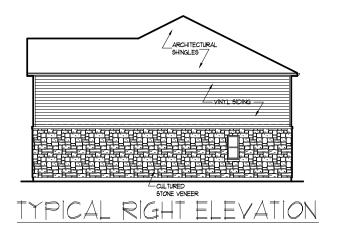
X-SERIES

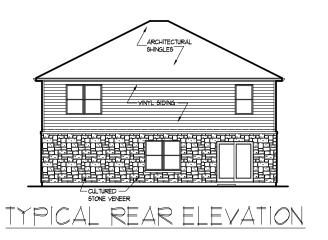


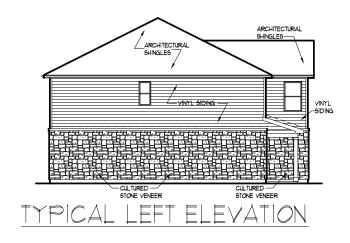




ELEVATION "D5"





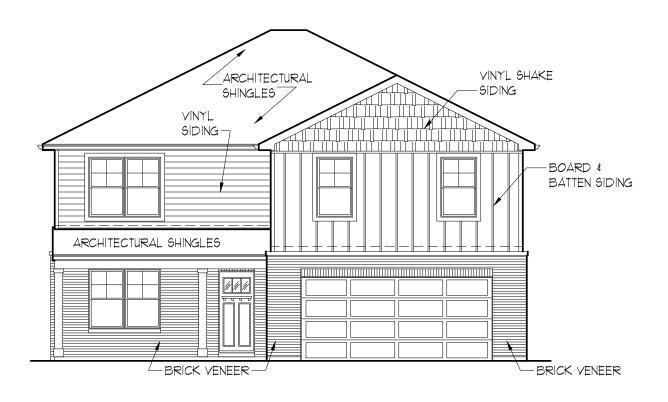


x429 ELEVATION "D5"

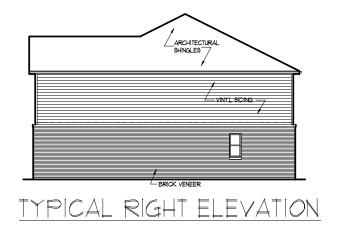
X-SERIES

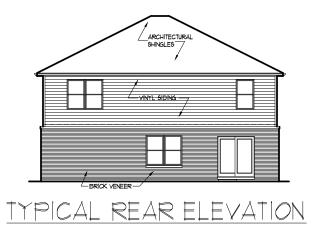


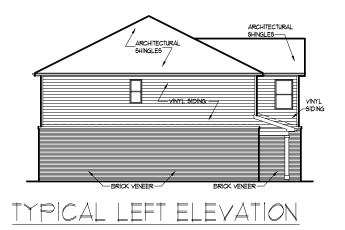




ELEVATION "D6"





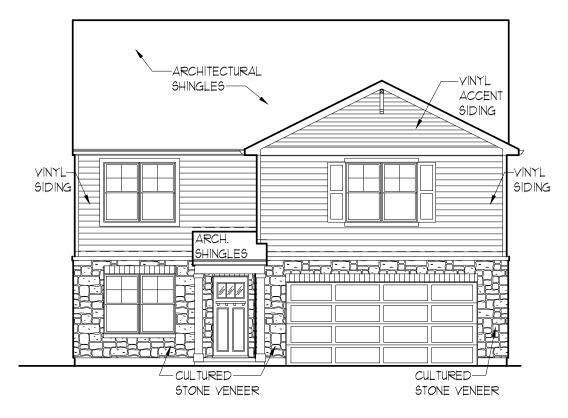


X429 ELEVATION "D6"

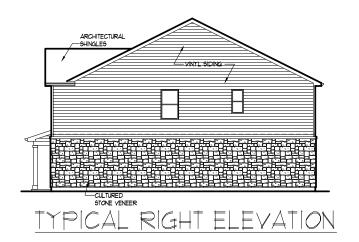
X-SERIES

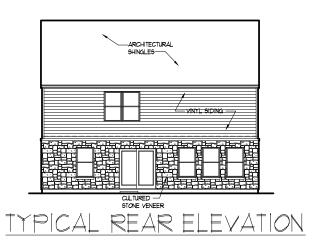


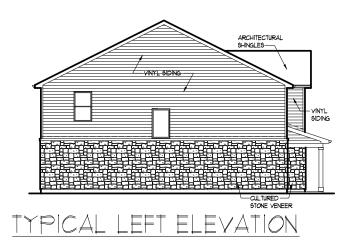




ELEVATION "A5"





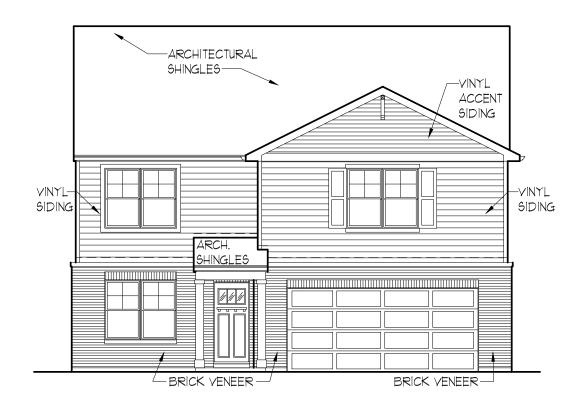


x430 ELEVATION "A5"

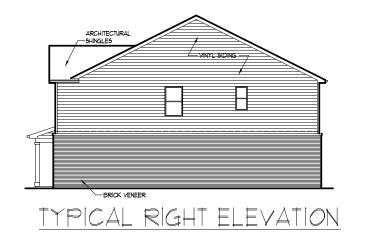
X-SERIES

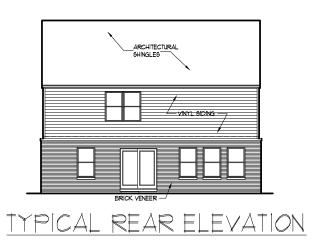


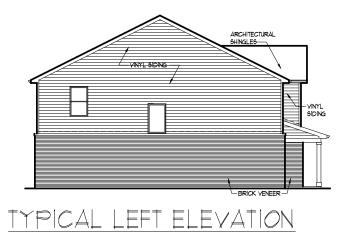




ELEVATION "A6"





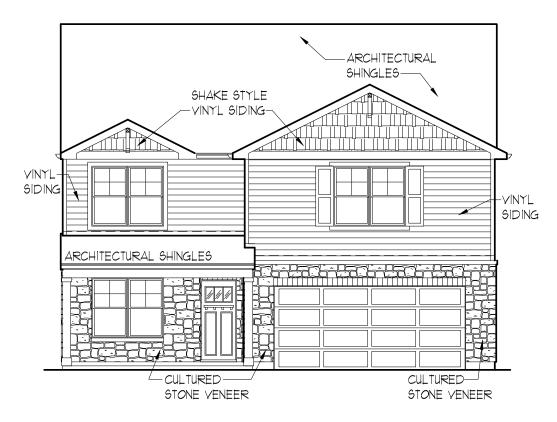


X430 ELEVATION "A6"

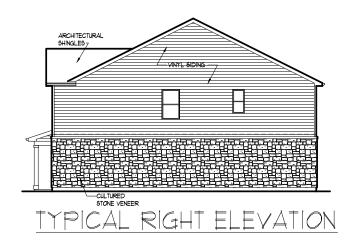
X-SERIES

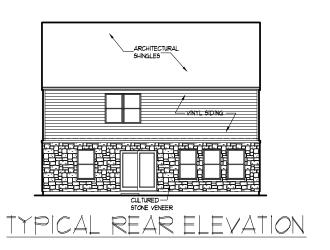


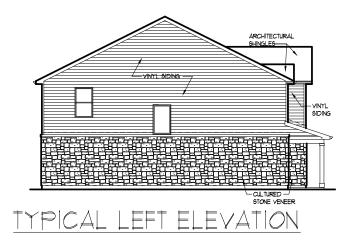




ELEVATION "B5"





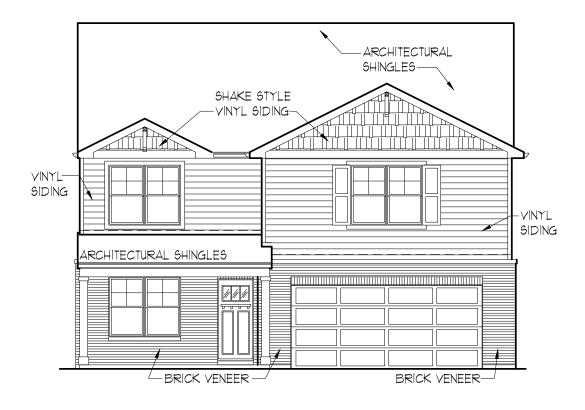


x430 ELEVATION "B5"

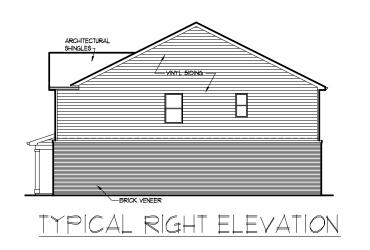
X-SERIES

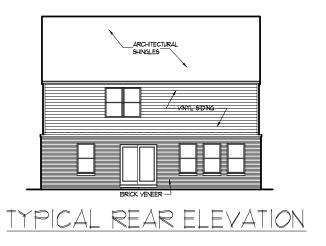


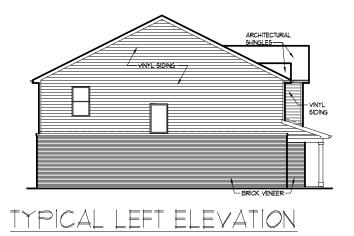




ELEVATION "B6"





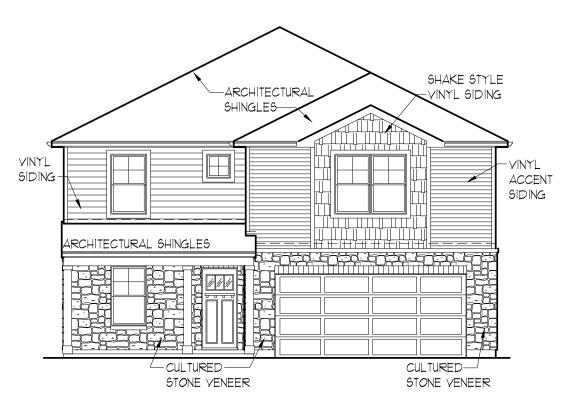


x430 ELEVATION "B6"

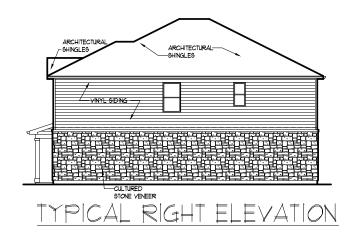
X-SERIES

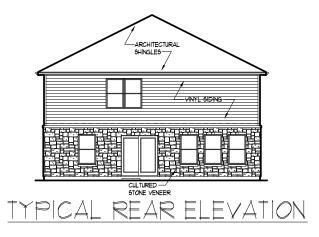


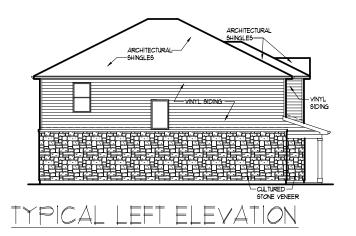




ELEVATION "D5"





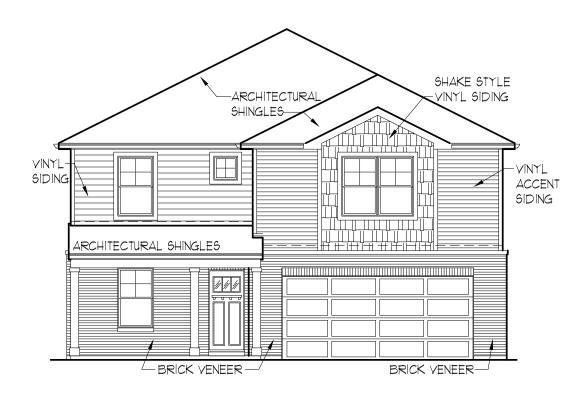


X430 ELEVATION "D5"

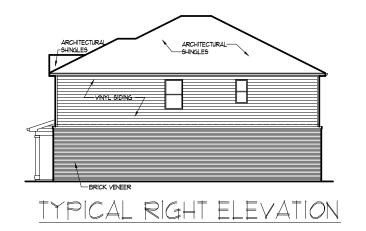
X-SERIES

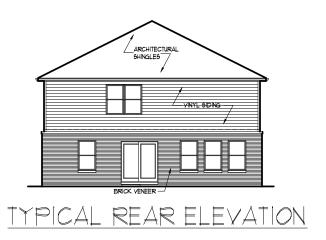


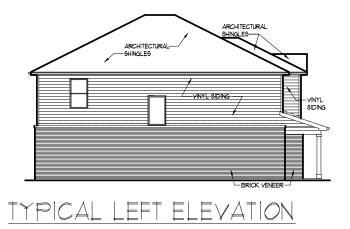




ELEVATION "D6"







x430 ELEVATION "D6"

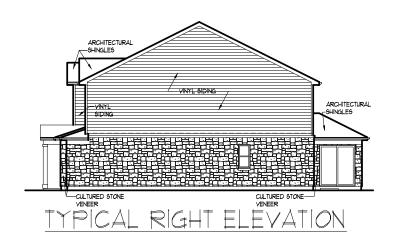
X-SERIES

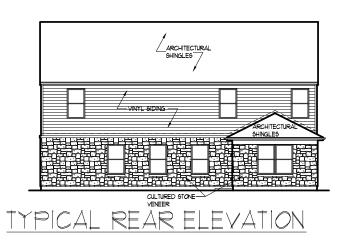


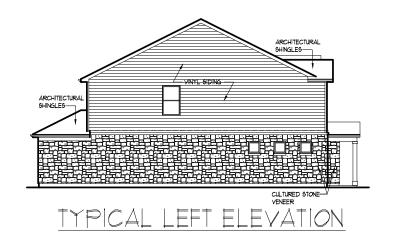




ELEVATION "A5"





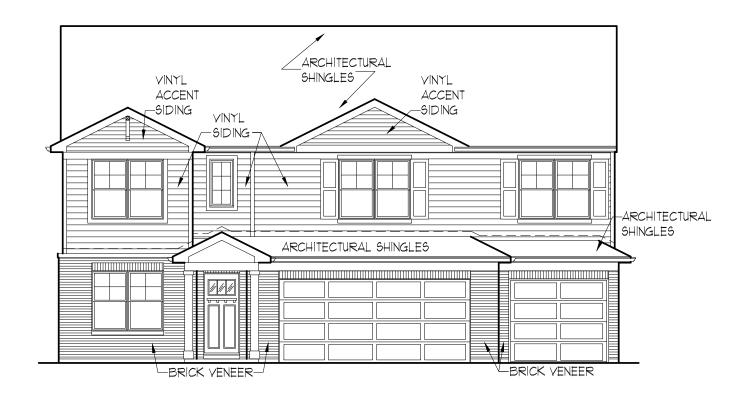


X450 ELEVATION "A5"

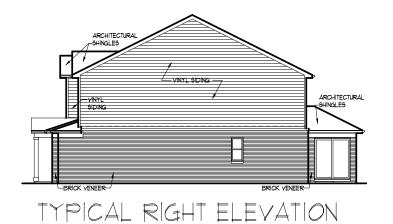
X-SERIES

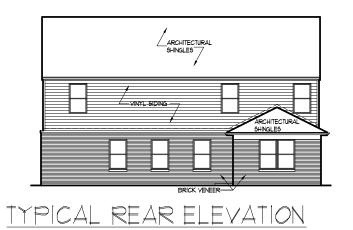


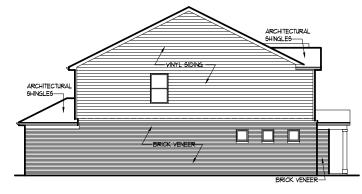




ELEVATION "A6"







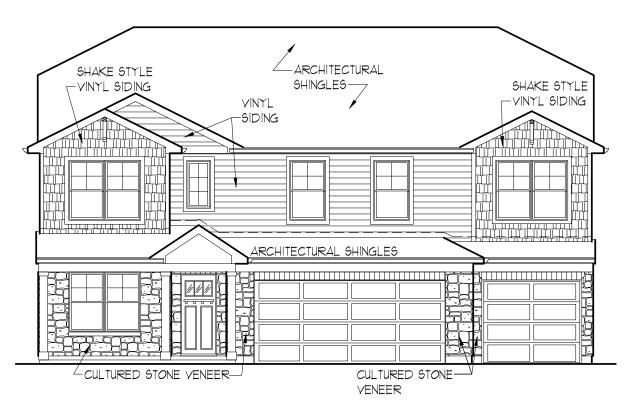
TYPICAL LEFT ELEVATION

X450 ELEVATION "A6"

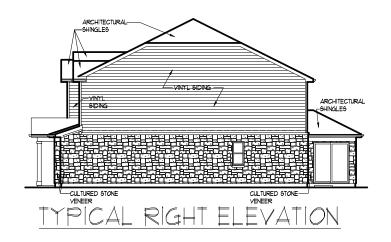
X-SERIES

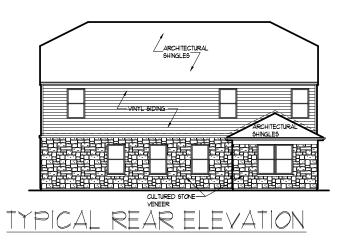


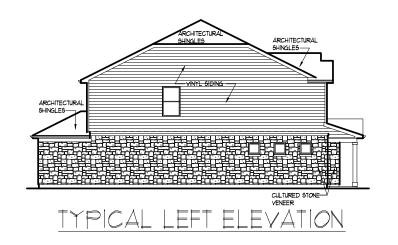




ELEVATION "B5"





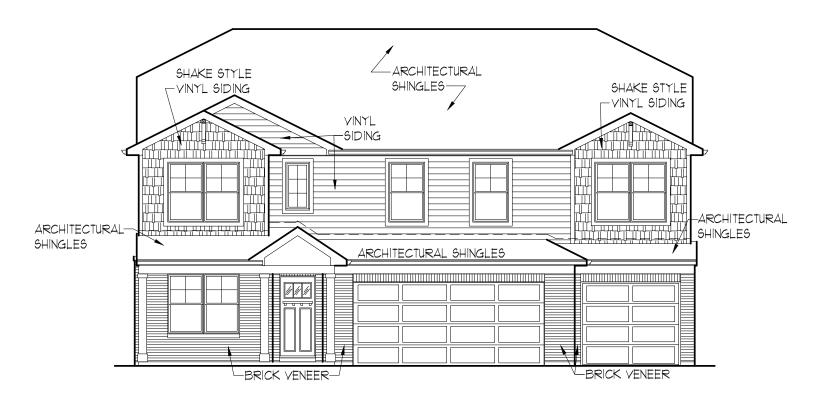


X450 ELEVATION "B5"

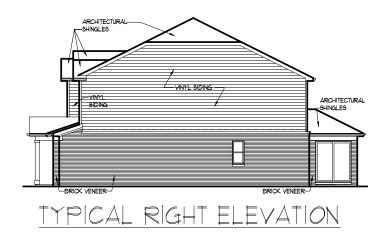
X-SERIES

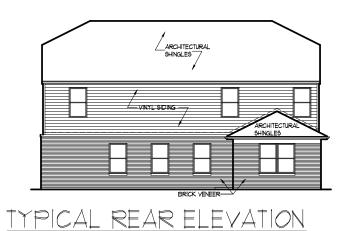


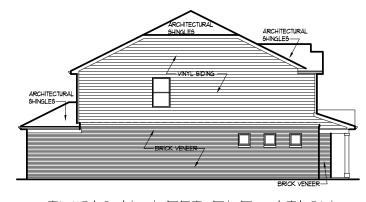




ELEVATION "B6"







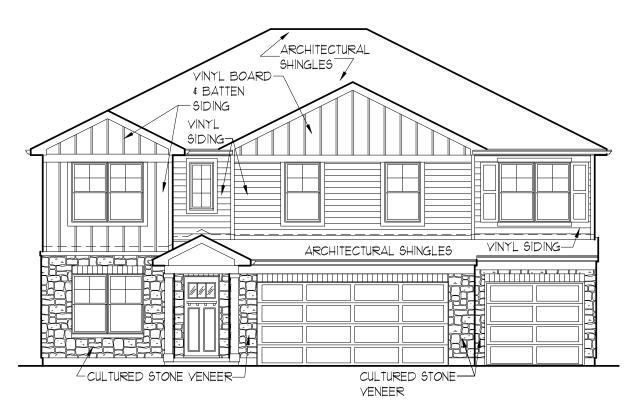
TYPICAL LEFT ELEVATION

X450 ELEVATION "B6"

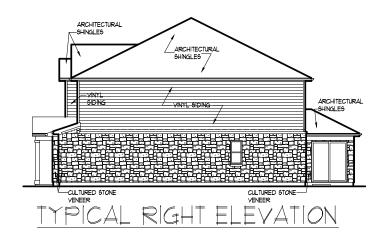
X-SERIES

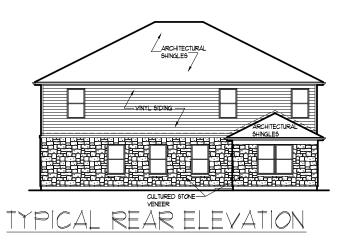


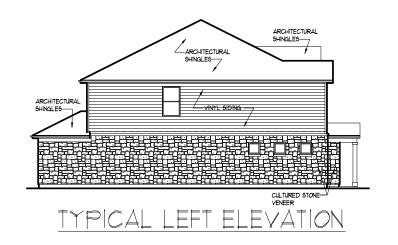




ELEVATION "C5"







X450 ELEVATION "C5"

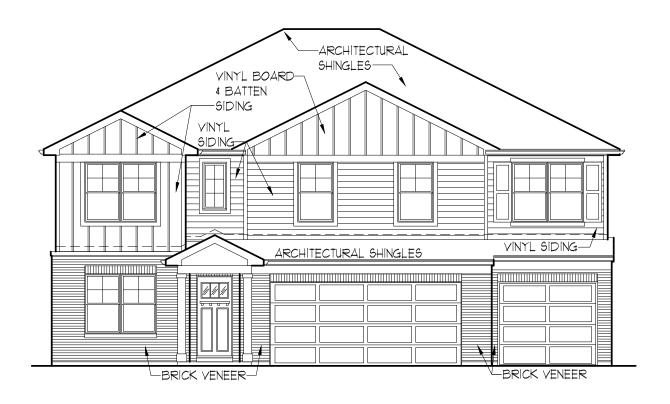
X-SERIES

OAK RIDGE TINLEY PARK, IL

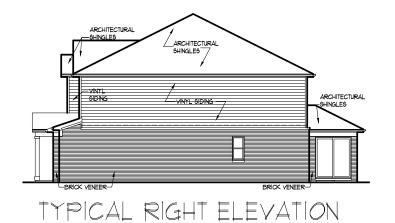


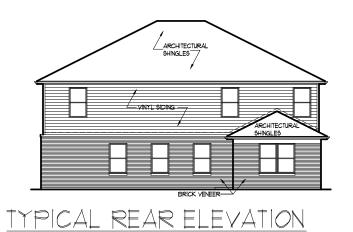


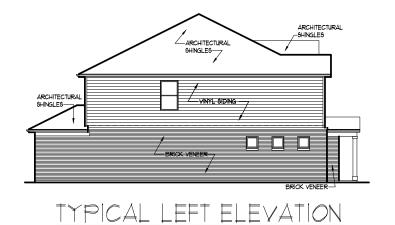
Page | 183



ELEVATION "C6"







X450 ELEVATION "C6"

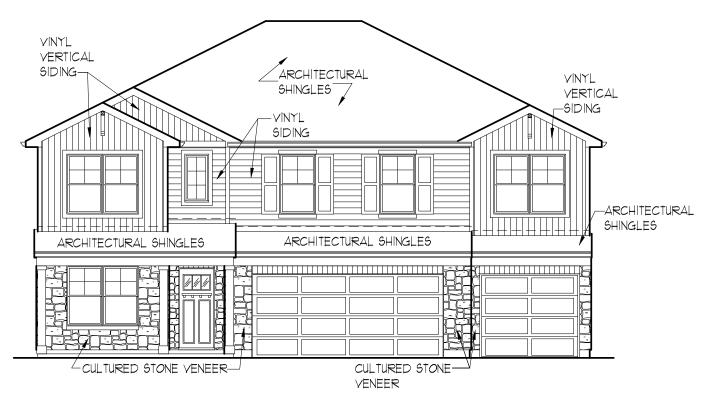
X-SERIES

OAK RIDGE TINLEY PARK, IL

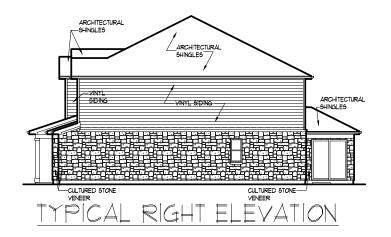


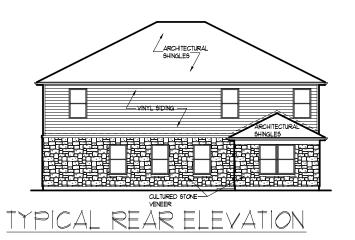


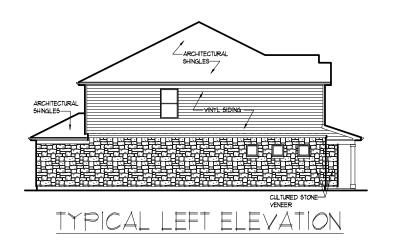
Page | 184



ELEVATION "D5"





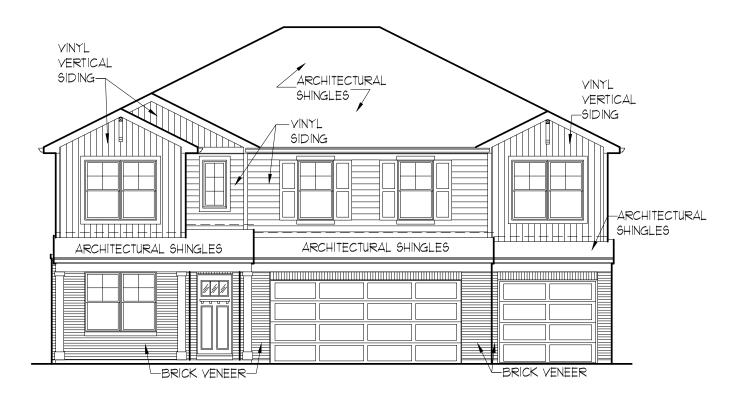


X450 ELEVATION "D5"

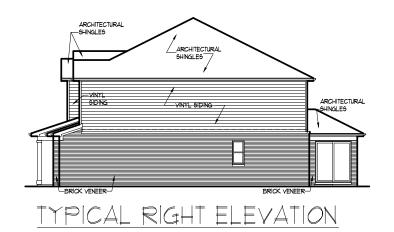
X-SERIES

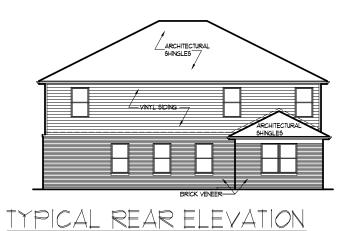


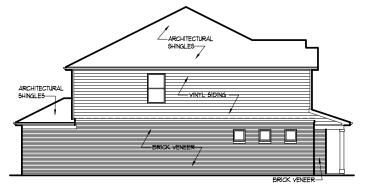




ELEVATION "D6"







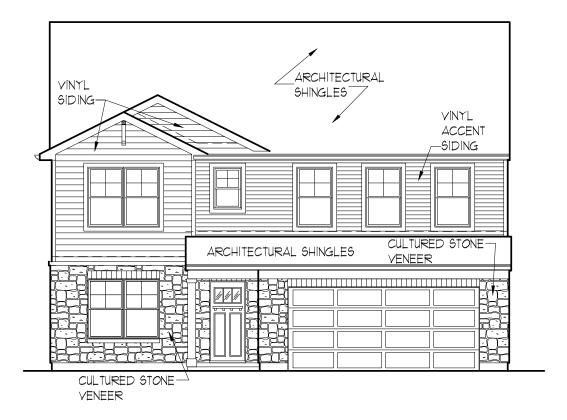
TYPICAL LEFT ELEVATION

X450 ELEVATION "D6"

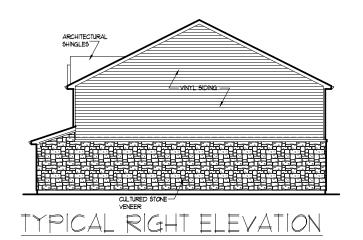
X-SERIES

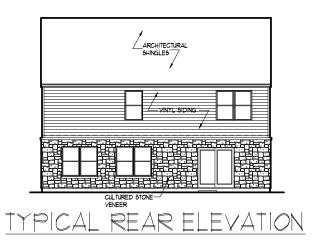


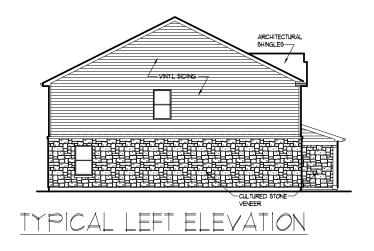




ELEVATION "A5"





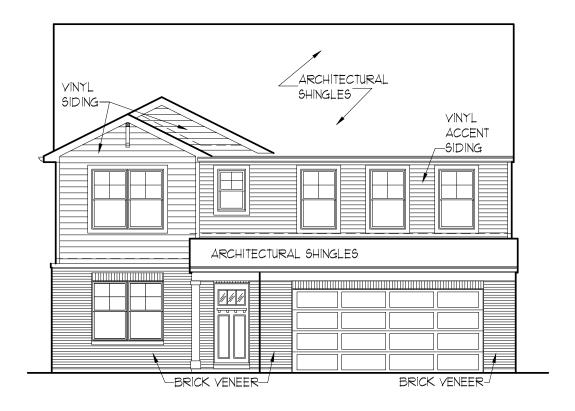


X451 ELEVATION "A5"

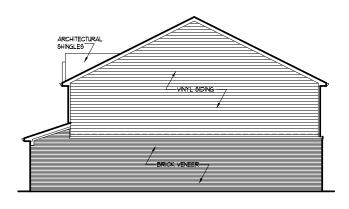
X-SERIES



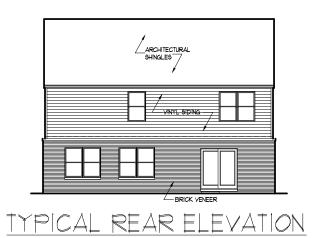


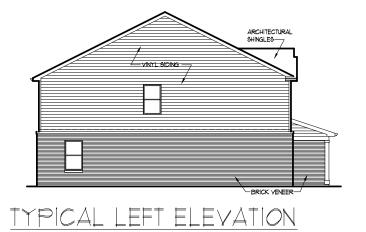


ELEVATION "A6"



TYPICAL RIGHT ELEVATION



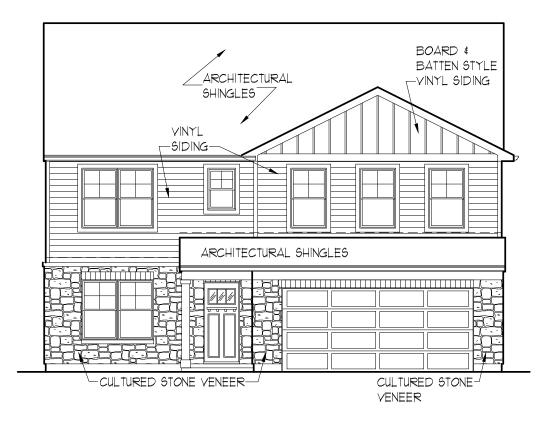


X451 ELEVATION "A6"

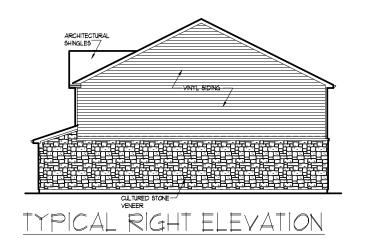
X-SERIES

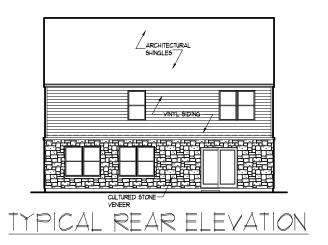


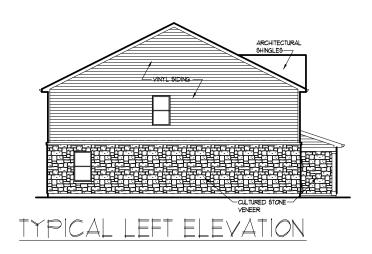




ELEVATION "B5"





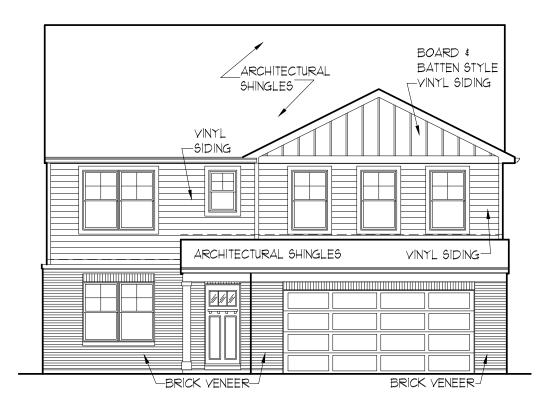


X451 ELEVATION "B5"

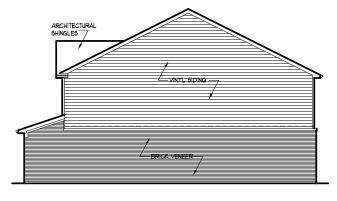
X-SERIES



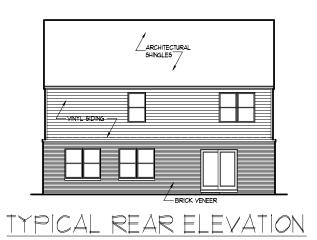


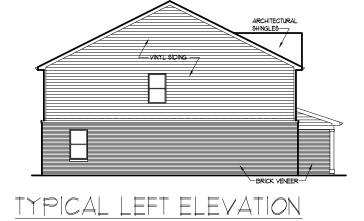


ELEVATION "B6"



TYPICAL RIGHT ELEVATION



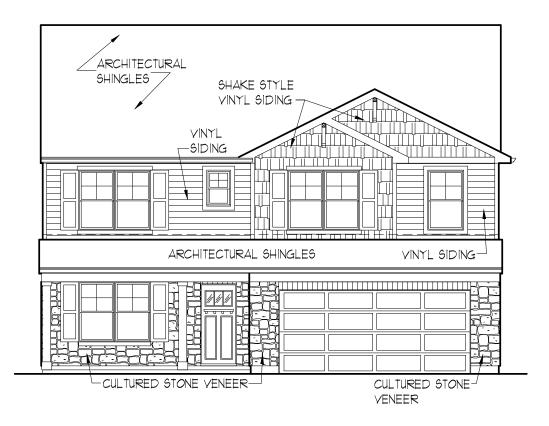


X451 ELEVATION "B6"

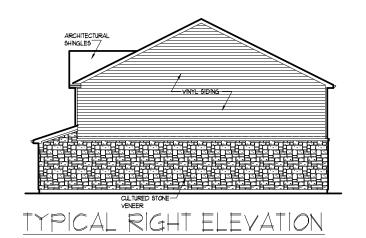
X-SERIES

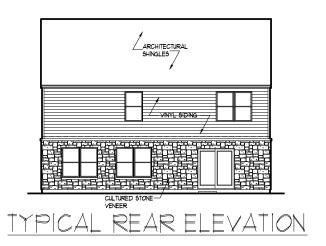


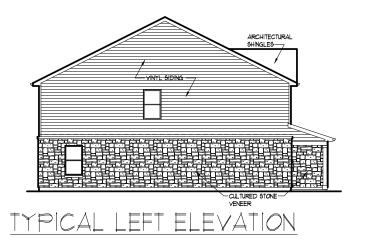




ELEVATION "C5"





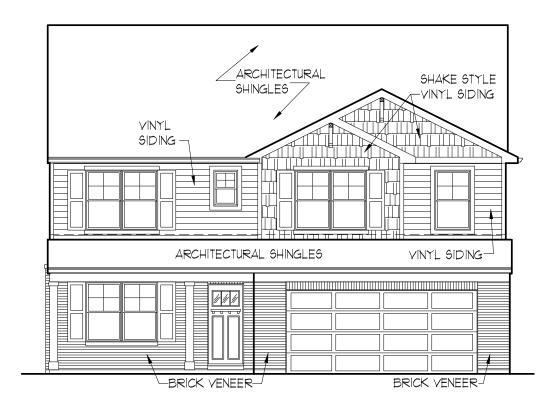


X451 ELEVATION "C5"

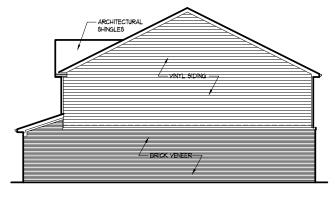
X-SERIES



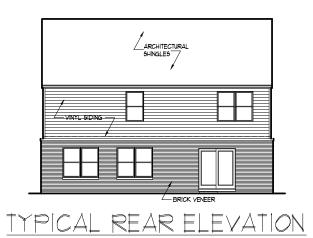


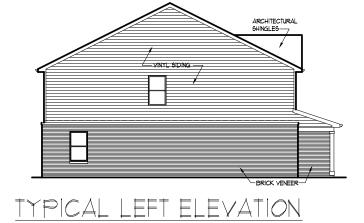


ELEVATION "C6"



TYPICAL RIGHT ELEVATION



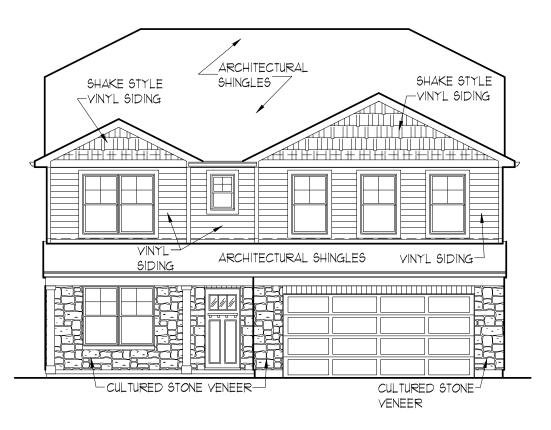


x451 ELEVATION "C6"

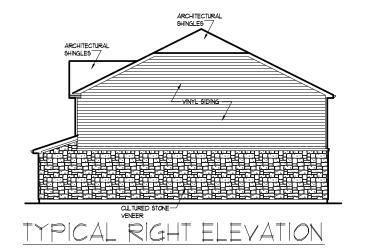
X-SERIES

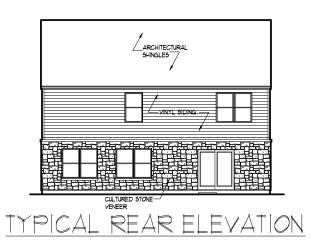


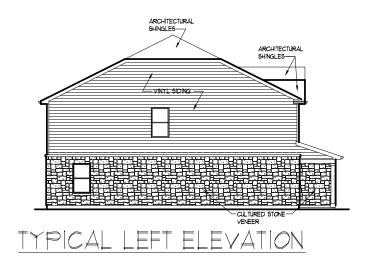




ELEVATION "D5"





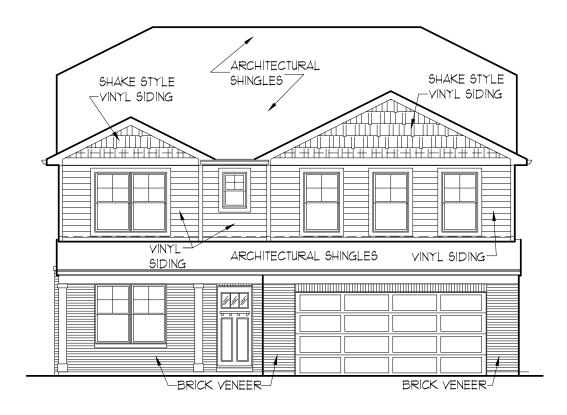


X451 ELEVATION "D5"

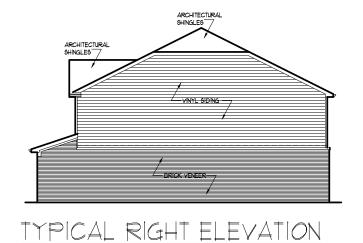
X-SERIES

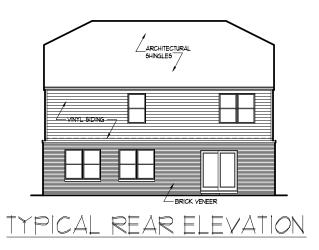


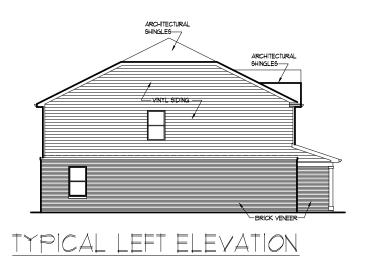




ELEVATION "D6"





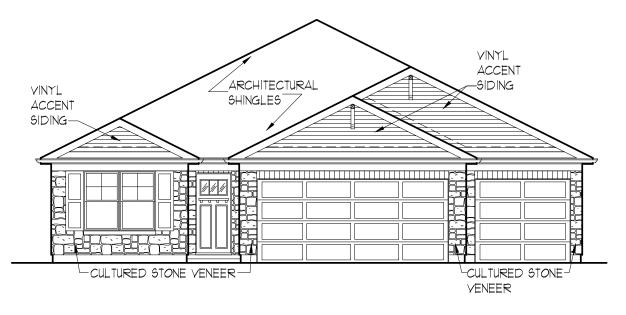


X451 ELEVATION "D6"

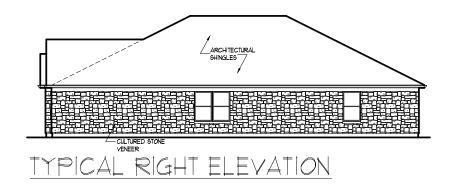
X-SERIES

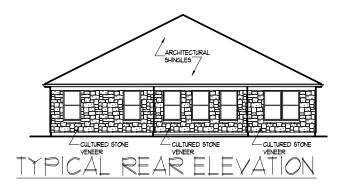


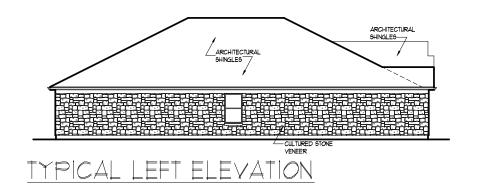




ELEVATION "A5"





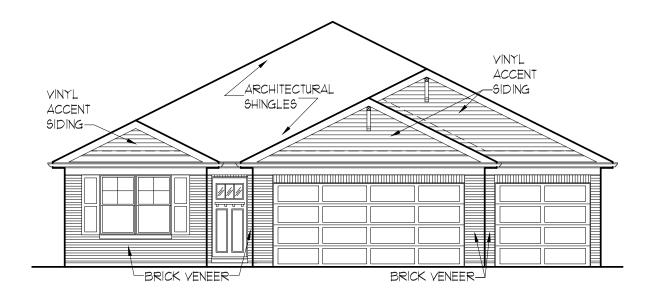


X453 ELEVATION "A5"

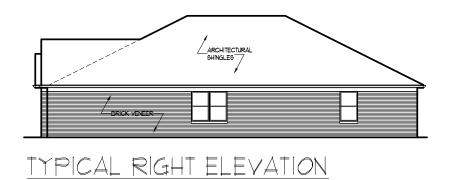
X-SERIES

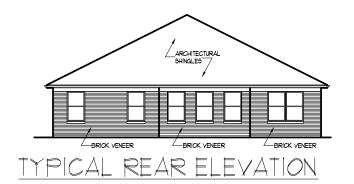


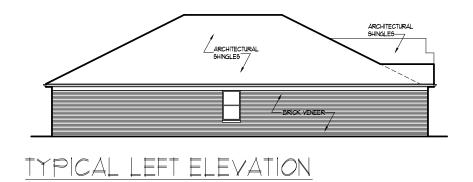




ELEVATION "A6"







X453 ELEVATION "A6"

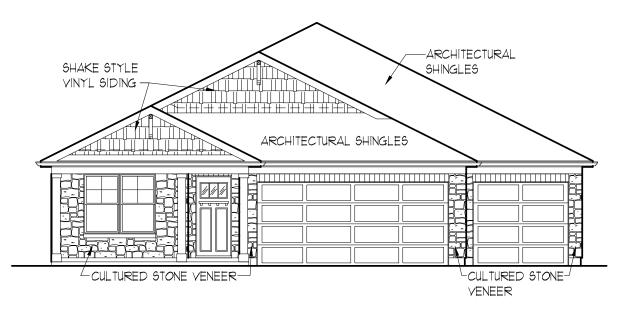
X-SERIES

OAK RIDGE TINLEY PARK, IL

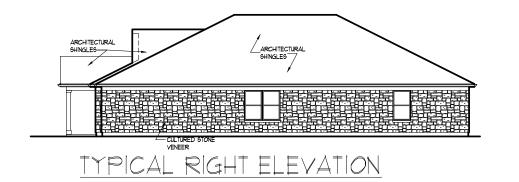


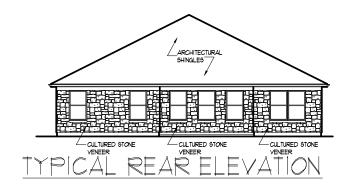


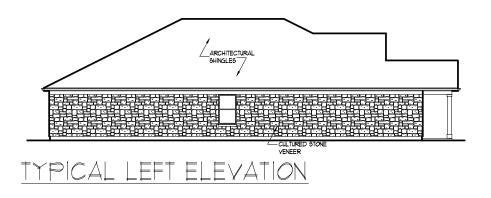
Page | 196



ELEVATION "B5"





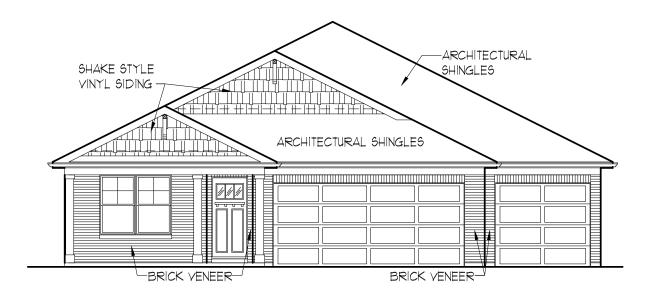


X453 ELEVATION "B5"

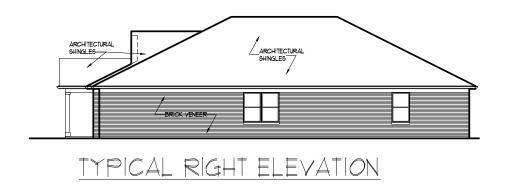
X-SERIES

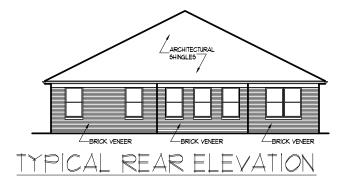


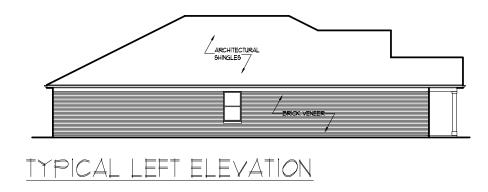




ELEVATION "B6"





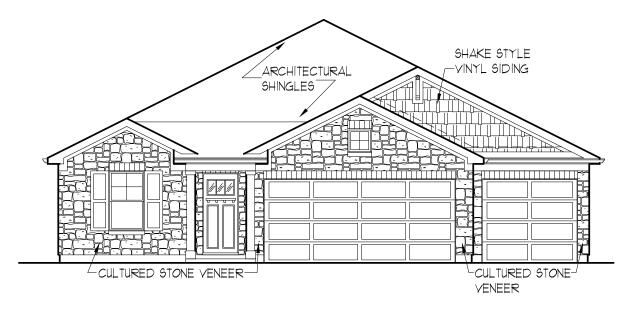


X453 ELEVATION "B6"

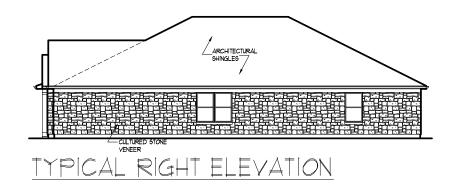
X-SERIES

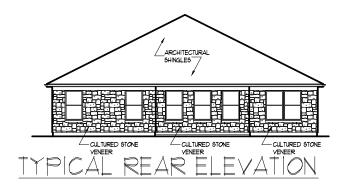


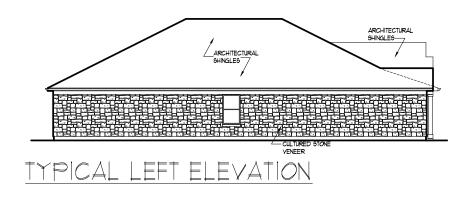




ELEVATION "C5"





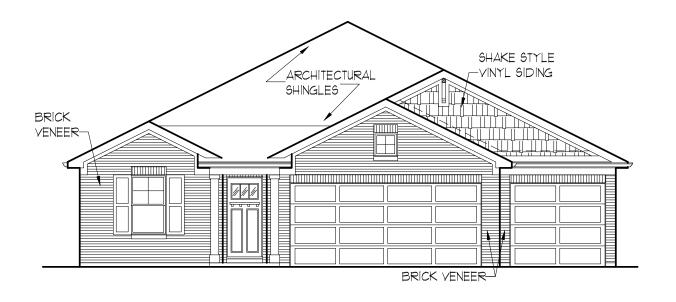


x453 ELEVATION "C5"

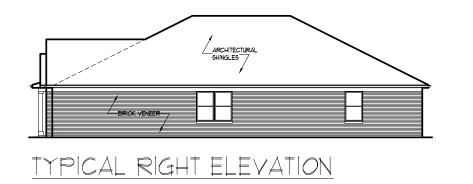
X-SERIES

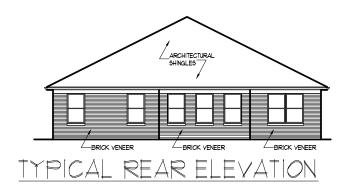


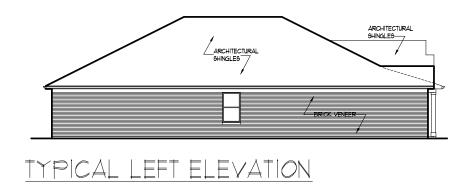




ELEVATION "C6"





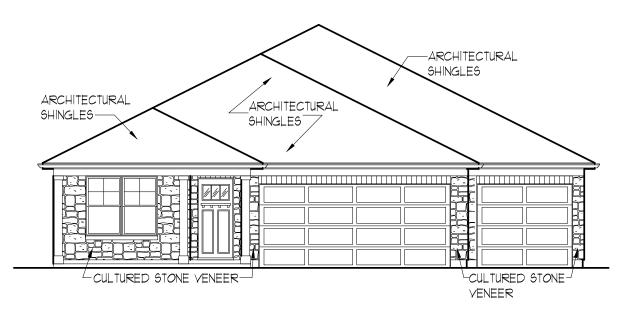


X453 ELEVATION "C6"

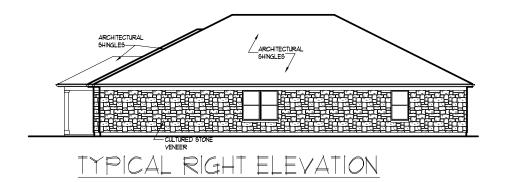
X-SERIES

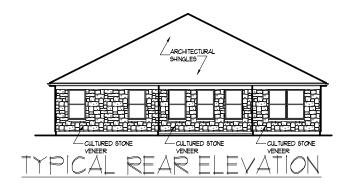


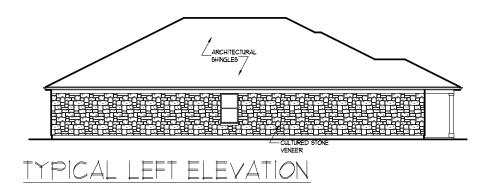




ELEVATION "D5"





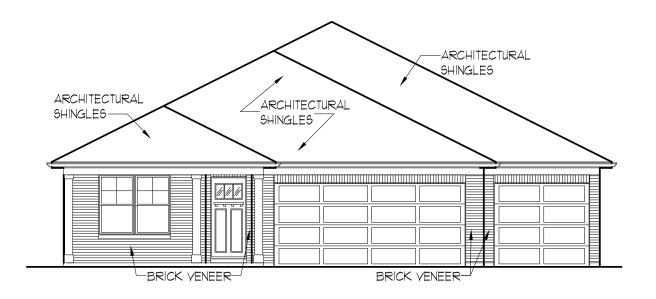


X453 ELEVATION "D5"

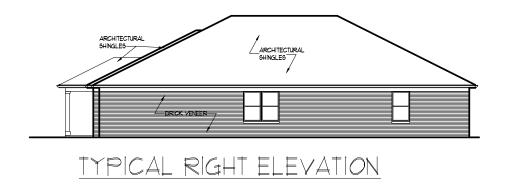
X-SERIES

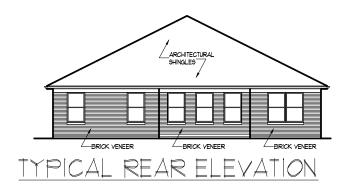


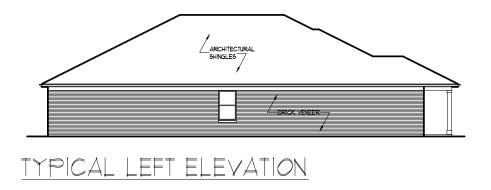




ELEVATION "D6"







X453 ELEVATION "D6"

X-SERIES







Townhome and Single Family Elevations for Preliminary Approval Oak Ridge Subdivision - Tinley Park - 10/15/2021

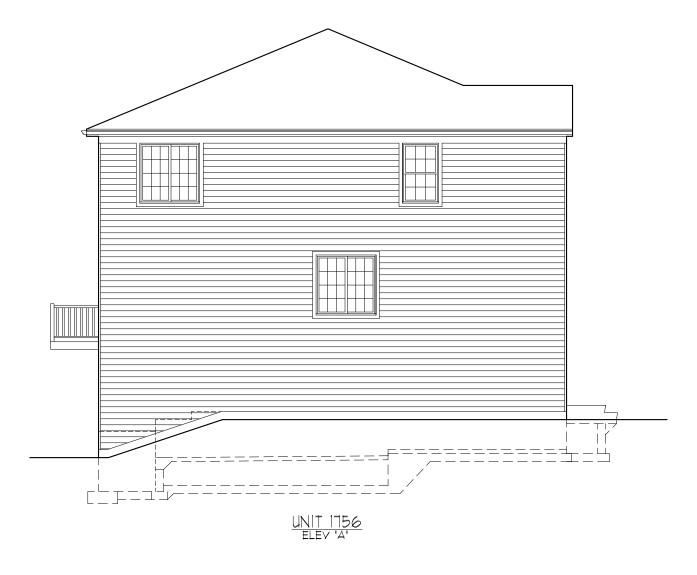


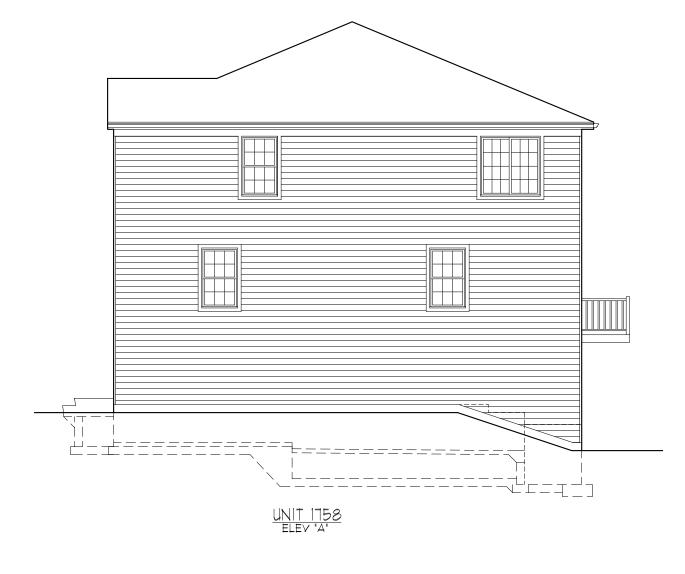
REAR ELEVATION

DROPPED GRADE









LEFT ELEVATION

DROPPED GRADE

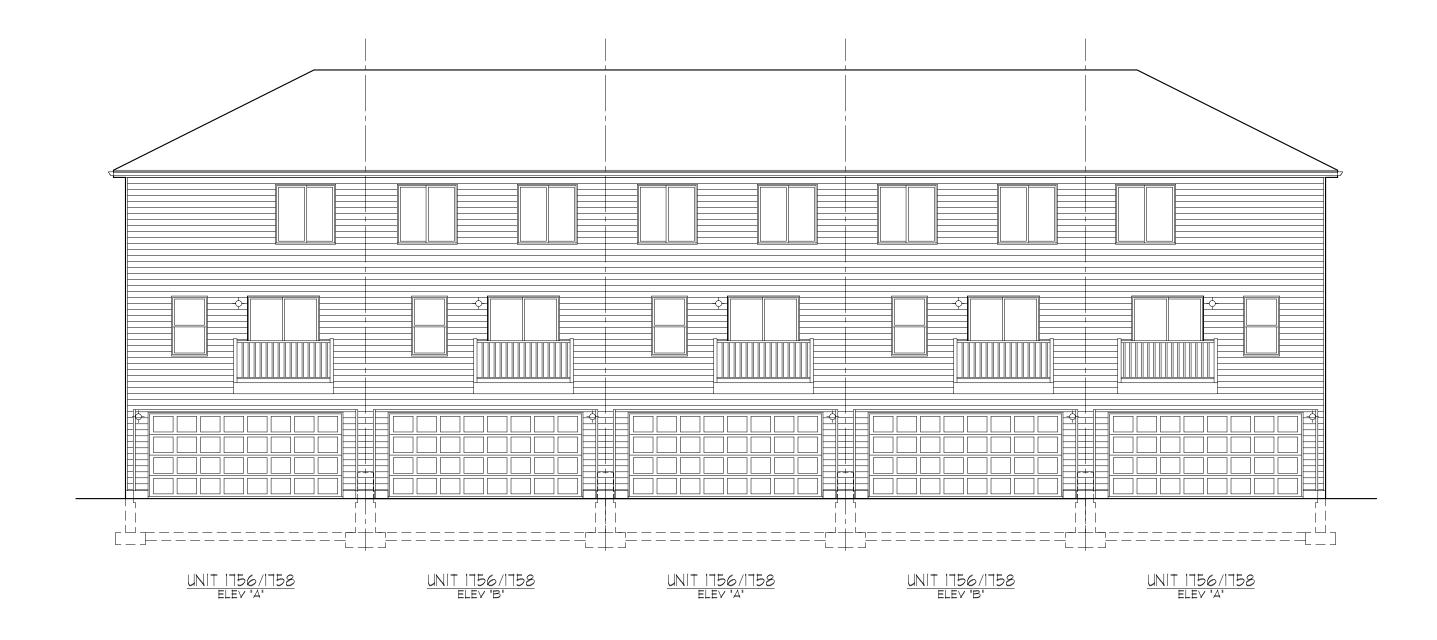
RIGHT ELEVATION

DROPPED GRADE

Page | 205







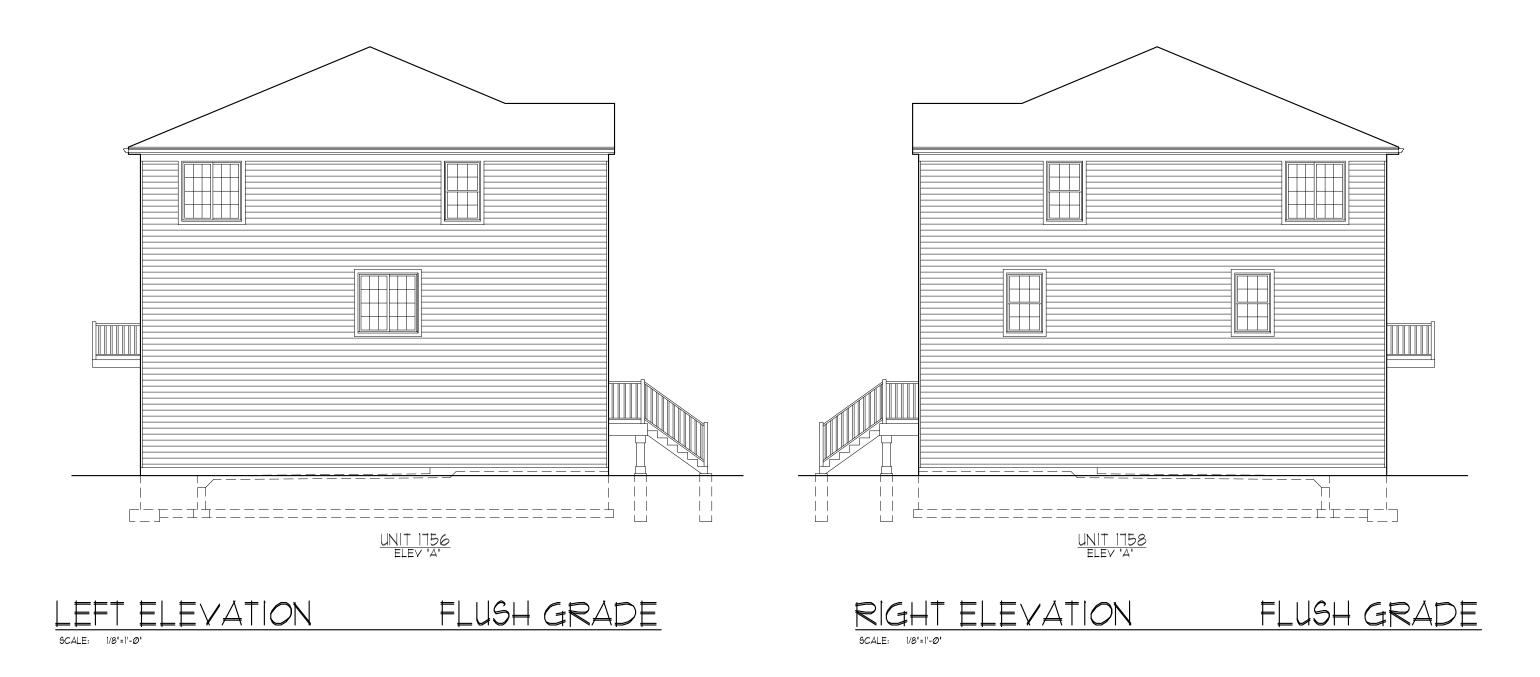
REAR ELEVATION

FLUSH GRADE

SCALE: 1/8"=1'-0"













MONOTONY CODE FOR DETACHED SINGLE-FAMILY DWELLING UNITS

Elevations:

The same elevation of the same floor plan cannot be repeated within two lots on the same side of the street. In other words, there must be two different elevations between each home. A different elevation is not only defined as a different letter, but must be different in terms of roofline and fenestration.

The same elevations cannot be put "directly across the street" from one another. However, like elevations can be erected across the street from one another as long as the lot boundaries do not overlap by more than 25%: this is not considered "directly across the street." In the case of a small cul-de-sac (eight sites or less), no duplication of elevations should occur.

Exterior Colors:

On the same side of the street, the same exterior siding color should not be repeated within two lots. In other words, there will be two different siding colors between each house. Similar to the elevation rule, the siding color should not be the same on any house across the street.

As far as the trim, roof and brick colors are concerned, they should not be duplicated more than twice if side by side; i.e., there will not be three homes alongside each other with the same trim color.

There is no monotony code for TH.

GENERAL INFORMATION Subdivision Specifications

Project Name: Oak Ridge
Project Number(s): 53296
Project Location: Tinley Park
County Jurisdiction: Cook
Architects: Premier Architects
Architect Contact: John Kern



SITE & LANDSCAPING INFORMATION

Common Area Landscape:

Curb & Curb Cuts:

B6.12/Depressed

Driveways:

Driveway Approaches:

2" asphalt over 6" gravel

2" asphalt over 6" gravel

Exterior Flatwork: 3' wide 4" thick service walk from drive to front stoop w/California finish

Landscape Package: Foundation Plantings – Standard (per plan)

Landscaping - Front Yard: Sod
Landscaping - Side Yard: Sod
Landscaping - Rear Yard: Sod

 Mailboxes:
 Yes, specifications per U.S.P.S.

 Mulch:
 Perimeter of Foundation

 Parkway:
 Per Landscape Plan

Public Walks: 5' wide 5" thick (6" at driveway) w/4" crushed stone base – Rebar at Drives

Sewer & Water Req.: 1 1/2" water /6" PVC sewer service (D-2241 minimum)

MISCELLANEOUS INFORMATION

Energy Testing: Energy Smart

Radon Mitigation:

Smart Home Features (Amazon):

Smart Home Features (Deadbolt):

Amazon Echo Dot (Installed Post-Closing)

Kwikset ZWave 888 Electronic deadbolt

Smart Home Features (Doorbell): Skybell Trim Plus video doorbell (Installed Post-Closing)

Smart Home Features (HD Panel): Qolsys IQ2 7" HD Panel (Installed Post-Closing)

Smart Home Features (Light Switch): Eaton/Cooper ZWave light switch

CONSTRUCTION FEATURES

Standard: Slab

Optional: Partial Basement, Full Basement

Stoop: Standard (Per Plan)

1st Floor Ceiling Height: 9' ceiling

EXTERIOR DESIGN FEATURES

Address Marker: 4" Black plastic house numbers

Corners (Front): Wood Tone Real Trim 4/4 Pre-finished (per plan) 1 coat pre-finished, 1 coat face off Corners (Sides and Rears): Wood Tone Real Trim 4/4 Pre-finished (per plan) 1 coat pre-finished, 1 coat face off

Cultured Stone: Face Brick/Stone per D.R. Horton Package, per plan

Decorative Millwork: Decorative millwork mounted on top of vinyl siding. MFG: Fypon or equal

Ext. Garage Service Door Optional 2-panel square smooth insulated steel, location per plan

Exterior Paint: Sherwin Williams, Colors per D.R. Horton Color Package

Exterior Window Trim: Wood Tone Real Trim 4/4 Pre-finished (per plan) 1 coat pre-finished, 1 coat face off Frieze: Wood Tone Real Trim 4/4 Pre-finished (per plan) 1 coat pre-finished, 1 coat face off

Front Exterior Door: Masonite HGS-217-010-2 smooth fiberglass insulated w/deadbolt and dentil shelf

Masonry: Face Brick/Stone per D.R. Horton Package, per plan

Rake Size: Flush

Roof Shingles: IKO Cambridge AR Architectural - Weathered Wood

Shutters (Louver/Panel): Prefinished Vinyl per plan

Siding: Exterior Portfolio Parkview D4.042 Vinyl Siding

Soffit and Fascia: Aluminum, 2x8 subfascia

Trim Boards: Wood Tone Real Trim 4/4 Pre-finished (per plan) 1 coat pre-finished, 1 coat face off

Window Energy Efficiency: MI Windows. Low E glass and Argon. U Factor .30

Window Grills: Whole House

Windows: White vinyl single-hung or slider w/integral J channel, tempered glass where required by code

INSULATION

Attic: R-45 at all ceilings

Basements: R-11 blanket at exterior walls from top of foundation to 4' down. 1" closed cell spray foam at rim

Cantilevers: Min. R-35 (fill cavity)
Exterior Walls (2x4 - Per Plan): R-15 Hi-Density Batts

Exterior Walls (2x6 - Per Plan):

Closed cell spray foam at basement rim, 2nd floor rim joist, joist ends at garages, garage HVAC chases, at Floor Perimeter: penetration when garage steel penetrates warm walls and at steel at 3rd car garages when steel carriers 2nd

floor.

Garage Ceilings w/Living Space Above: Minimum R-35 (Fill Cavity)

Top Plate Gasket: Minimum 3/8" bead of Great Stuff pro Gasket foam at all exterior and interior top plates contiguous to attic space above.

Warm Walls (house to garage): R-15 / R-19 Hi-Density Batts - Per Plan



PLAN COMMISSION STAFF REPORT

December 16, 2021 - Public Hearing

Petitioner

DR Horton Inc - Midwest

Property Location

SEC Ridgeland Ave. & Oak Forest Ave.

PINs

28-29-200-030-0000 28-29-200-036-0000 28-29-300-041-0000

Zoning

Current: ORI (Office and Restricted Industrial)

Proposed: R-5 (Low Density Residential)

Approvals Sought

- Special Use for a Preliminary PUD
- Preliminary Plat Approval
- Rezoning
- Variation
- Site Plan Approval

Project Planner

Daniel Ritter, AICP Planning Manager

Oak Ridge Subdivision (DR Horton)

SEC Ridgeland Ave. & Oak Forest Ave.







EXECUTIVE SUMMARY

The Petitioner, DR Horton Inc - Midwest, is a national home builder and developer proposing to develop a ±39.19 acres of vacant land for Oak Ridge Subdivision. The location of the development would be on a portion of the former Panduit Headquarters property located on the southeast corner of Ridgeland Avenue and Oak Forest Avenue. The development would include 162 attached single-family townhomes and 81 detached single-family homes. The Petitioner is requesting a Special Use for Preliminary PUD Approval, Rezoning, Variations, Preliminary Plat Approval, and Site Plan Approval.

The proposal would change the underlying zoning from ORI (Office and Restricted Industrial) to R-5 (Low-Density Residential). The area surrounding the development has transitioned significantly since its original development in the 1950-60s. The subject site is largely surrounded by residential uses without easy access to state highways or expressways. Panduit maintains a research facility on a portion of the site (and relocated its corporate offices to 80th Avenue/I-80 in Tinley Park in 2010). The Legacy TIF Redevelopment plan adopted in 2016, recognized the Panduit site and former ABC Supply Co. properties would by occupied for residential uses due to the poor location for commercial development but close location to the train station, downtown, and schools. The Planned Unit Development would allow for some exceptions to the zoning ordinance required to allow for the development. Additionally, variations are required from the PUD regulations in Section XII of the Zoning Ordinance to allow for reduced building setbacks and open recreational space.

EXISTING SITE & HISTORY

The ±60-acre area on the east side of Ridgeland Avenue between Oak Forest Avenue and 175th Street has been the principal location of **Panduit** International Headquarters since 1955 until 2010 when they built a new international headquarters building off of 80th Avenue and Interstate I-80. Panduit retained their innovation center research facility on 20-acres at the subject site but demolished the majority of their existing manufacturing/office space. Following the move, Panduit donated an 8-acre portion of the land at the northeast corner of Ridgeland Avenue and 175th Street to the Village of Tinley Park for the development of a regional pond called Freedom Pond. The pond accepts stormwater from certain downtown redevelopment projects and prevents the need for expensive individual onsite detention facilities which hinders positive redevelopment opportunities. The pond also functions as a small naturalized park area with a path and elevated pier multi-use overlook.

Panduit has looked for redevelopment partners for the remaining portion of their property. The area is surrounded by residential uses and has limited roadway and interstate access. Additionally, cook county commercial tax rates also make a new commercial development further unlikely. Panduit

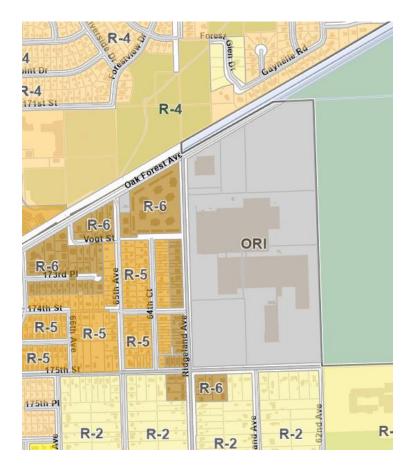


approached the Village about residential uses, which was seen as reasonable based upon the surrounding land uses, and desirability for housing near the downtown and schools. Any changes to the zoning would be based a specific development proposal.

ZONING & NEARBY LAND USES

The subject property is currently zoned ORI (Office and Restricted Industrial). Surrounding zoning and uses include:

- West: The property to the west includes the former ABC Supply Co. building which is vacant and zoned ORI. Across Ridgeland Avenue includes a mix of multi-family residential properties zoned R-6 (Medium Density Residential).
- North: To the north of the property is Oak Forest Avenue and the Metra Rock Island Line Train tracks. North of that is a forest/park area owned by the Tinley Park Park District and zoned R-4.
- East: To the east is unincorporated property owned by the Cook County Forest Preserve district (zoned P-1, Public Land District).
- South: To the south is the Panduit Innovation Center, zoned ORI.



Rezoning

The Petitioner's concept is to construct a residential development with a mixture of single-family detached and townhomes. Due to the location and market price point, the detached homes were desired to have smaller lots. The Petitioner had a few options including requesting two different zoning districts for each portion of the development. However, the allowances for lot development and uses in the R-5 (Low-Density Residential) seemed to meet their intent for both developments closely and brought the simplest approach to the zoning. The zoning also seems like a proper transition with both single-family zoning districts (R-1, R-2, R-3, and R-4), medium-density zoning (R-6) nearby, and remaining nearby commercial/office zoning (ORI).

While R-5 zoning allows for a variety of uses depending on lot sizes, the PUD requirements ensure that townhomes, duplexes, or two-family units cannot be proposed within the detach single-family portion of the subject development in the future.

The Petitioner has requested a single residential zoning district of R-5 that will encompass two development areas: attached single-family (townhomes) and detached single-family homes. A Special Use for a Planned Unit Development (PUD) is requested to encompass the development. The PUD allows for some controls to be put in place for the overall subdivision concept but also allows for some flexibility in the planning and zoning for the developer. PUD's and zoning flexibility are common among infill and redevelopment sites with limited development area. The site is attractive to residential uses because it is within walking distance of the downtown, parks, forest preserve, and schools (most notably Tinley Park High School less than a half mile away). While it has remained zoned ORI, the anticipation of residential uses has been expected due to the advantages listed above, but also the difficult access/visibility of commercial and the high commercial tax rates within Cook County and Bremen Township.

	Minimum Lot Requirements					Minimum Yards and Setbacks (feet)				Maximum	
District	Interior Lots		Corner Lots		Lot Area		Side Yards ²			Building	Maximum Floor Area
	Lot Area (square feet)	Lot Width (feet)	Lot Area (square feet)	Lot Width (feet)	per D.U. (square feet)	Front Yard	One	Total of Two	Rear Yard	Height (feet)	Ratio
R-1 Single-Family Residential	20,000	100	25,000	125	20,000	40	15	30	40	40	0.3
R-2 Single-Family Residential	13,000	90	16,250	115	13,000	30	10	20	35	40	0.4
R-3 Single-Family Residential	10,000	75	12,500	95	10,000	25	8	16	30	35	0.4
R-4 Single-Family Residential	8,000	60	10,000	75	8,000	25	7.5	15	30	35	0.5
R-5 Low Density Residential ¹											
Single-Family Detached	7,500	60	7,500	60	7,500	25	5	10	30	35	0.5
Single-Family Attached	5 acres	30	5 acres	30	3,000	25	0	0	30	35	0.7
Single-Family Semi-Detached		40		40	4,000	25	10	10	30	35	0.7
Two-Family	7,500	60	7,500	60	3,750	25	5	15	30	35	0.7

Open Item #1: Review the long-term suitability of the proposed R-5 zoning district for the development of the subject property utilizing the LaSalle Standards.

The Plan Commission generally viewed the rezoning of this property to R-5 as acceptable for this property in combination with the proposed PUD regulations and restrictions that help counter the potential negative effects of the smaller lots and increased density.

PROPOSED USE

The subdivision provides for 81 detached single-family homes and 162 attached single-family townhomes. The mix of the development types was originally questioned by staff in regards to market demand in the area as well as the specific demand for the townhome products proposed. DR Horton

SITE DATA

LAND USE	<u>UNITS</u>	AREA (sq. ft)	AREA (Ac)
SINGLE-FAMILY HOMES	81	770,426	17.69
TOWNHOMES	162	422,459	9.70
R.O.W.	-	343,092	7.88
PUBLIC OPEN SPACE	-	171,214	3.93
TOTAL	243	1,707,191	39.19

believed based on their experience in the area that the townhome product will be very successful. They also believe in the detached product and have built in flexibility into the different models including two-story and ranch-style homes with two and three car garage options. They believe the mix of housing proposed along with the land planning, is the best combination that will sell quickest at this location. A professional market study was completed before they pursued this site and is supplied as part of their submittal package.

Open Item #2: Review the proposed uses and mix of housing types.

A prior schedule was supplied in 2018 when DR Horton first expressed interest. However, there were delays due to a required environmental study and then the COVID-19 pandemic. Staff is requesting a revised schedule for development including anticipated sales data and completion date.

Open Item #3: Petitioner to supply a revised development schedule with anticipated start and completion dates.

The Petitioner noted they would start the project in Spring 2022 with site development and utilities taking around a year to complete. The project would be built starting 2023 in one phase and all of the lots available at the start. The sales program is expected to be 3-4 years until completion but is market-dependent. Specific dates would be updated with the final approval.

PRELIMINARY PUD & SITE PLAN APPROVALS

Special Use for a PUD

The Special Use is being requested so that the PUD allows some additional control of the development for the Village in the future but also provides flexibility in the zoning regulations that are sometimes difficult to adhere to on infill development projects.

There are various approval levels that bring different review processes and entitlements with PUDs. Most often, PUD changes are minor and they can go straight to final approval. However, in bigger and multi-phased development "Conceptual" and "Preliminary" approvals are important. By spreading out the review into different levels, the level of detail becomes clearer. This is a benefit to the Plan Commission and Village Board to better understand the specific PUD's proposal and purpose. It also benefits the developer by having them only spend time and money developing plans they need. Preliminary and Final approvals including a public hearing and a recommendation will then be forwarded from the Plan Commission to the Village Board of Trustees for final action.

In the request by DR Horton on this project, conceptual approval was not requested because they are looking for some specific assurances on zoning, so they have increased the level of detail in their submittal to make it a preliminary review/approval. The Preliminary CC&Rs (Covenants, Conditions, and Restrictions) and plans will all be exhibits of the approved ordinance and the final plans, plats, and CC&R's will need to be in substantial conformance with them. Preliminary approval essentially gives them the ability to do what they are proposing as long as final plans are substantially in conformance with the plans and proposal. They will need to come back for final PUD and Plat approvals, however, those are usually just a formality once final engineering and architectural design plans are completed for a certain phase of the project. The Petitioner has shown a conceptual layout of the former ABC Supply Co. parcel for site and roadway planning purposes but that site is not under their control and no formal review or approval of those plans are being sought at this time.

Open Item #4: Review the request for establishment of a PUD approval for the development.

Exceptions Requested

Any items that don't meet the Zoning Ordinance are considered "Exceptions" instead of Variations and are covered by the PUD approval. While it is not necessary to call out all Exceptions shown in the Plans, staff often outlines these so that the Commission and Village Board understand what flexibility is being given to the development through the PUD process. The requested exceptions are as follows:

First-Floor Rear Brick on Townhomes – Brick has not been shown on the rear of the townhomes. The
Petitioner has noted a waiver on the rear of the structures makes sense because there is not much
material on the first-floor with it being predominately garage doors. Brick does generally look more
attractive than all siding, but can become a maintenance issue and would largely not be noticed on these
rear elevations.



Open Item #5: Discuss requested exception to allow the townhomes to have no first-floor masonry on the rear elevations.

A commissioner noted a concern with siding being damaged on the rear of the townhomes. The Petitioner noted that the vinyl siding is expected to be high quality and durable. The areas on the first floor that would need siding are relatively small area. Siding is easier to install, likely to have fewer maintenance issues in the future, and easier to repair/replace if it is damaged.

First-Floor Side Brick on Townhomes – Brick is not proposed up to the first full ground floor (only up to the partial first-floor). The masonry requirements require brick to the top of the first full floor and the townhomes will be designed to have half of the first-floor sides below street grade. The requirement for first-floor brick has been upheld on all recent residential developments in the Village, including townhomes developments. Staff has noted that the side elevations on the townhomes will all be highly visible from public and private roadways or from adjacent building fronts. Additionally, the brick will align with the vertical level of brick on the front elevations and will create a better transition rather than stopping brick at a corner. The Petitioner has noted there is a high cost to the brick and prefers to only have it up to the partial first floor.



Open Item #6: Discuss requested exception to allow the townhomes to have only partial first-floor masonry on the side elevations or requiring them to have it up to the top of the first full floor.

The Commission was largely in support of the proposed "half-story" of brick on the sides of the townhomes shown in the image above. It was noted that the trim boards, windows, attractive front facades, and more brick on the front elevations helped to offset the need for this brick on the side elevations of the townhomes.

• Detached Single-Family Lot Coverage - A lot coverage of up to 40% on all lots is proposed as opposed to a maximum of 35%. Only one model is expected to exceed the maximum lot coverage (and only on some lots). However, the size of some homes would prevent and restrict many homeowners from constructing future additions or accessory structures (sheds, pools, pergolas, etc.) on their lots. The slight increase will give some built-in flexibility to these future homeowners.

Open Item #7: Discuss allowance for increased lot coverage allowance of 40% for all single-family detached lots to allow for the development of the largest ranch model and flexibility for future resident changes.

The Commission did not note any concerns with allowing the detached single-family homes a small increase in lot coverage for the proposed homes and future accessory structures or principal structure additions.

PUD Restrictions Proposed

In additional to Exceptions from the Zoning Ordinance, PUDs can conversely have additional restrictions and requirements. Most detached single-family neighborhoods are in R-1 to R-4 zoning districts, so most of these are to help clarify certain reoccurring issues and control any negative consequences of slightly denser single-family home development. Some of these "restrictions" are already requirements but have been added to the list for clarity purposes. The current list of additional restrictions is listed below.

- a) The detached single-family home portion of the development is only permitted to have detached single-family homes and does not permit attached single-family, semi-detach single-family, or two-family residences typically permitted in R-5 zoning.
- b) A minimum combined side yard setback of 15' between two neighboring principal structures is required, as opposed to the R-5 requirements of 5' minimum side yard setback and minimum 10' combined between structures.
- c) Public right-of-way aprons and private driveways shall be limited to a width of 22' for two-car garages and 28' for three-car garages. These widths shall include any "flares" at the roadway.
- d) No detached garages shall be permitted within the development.
- e) Attached garages shall not be permitted to be converted to living space.
- f) Any single-family home additions shall be constructed of matching masonry on the first floor, including sunrooms and three-season rooms.
- g) Townhomes shall not be permitted any future building/structure additions including sunrooms, three-season rooms, etc.
- h) Only detached single-family home and townhome elevations approved with the original PUD shall be constructed. Any other elevations shall require approval of a substantial deviation.
- i) The association shall be required to enter into a parking enforcement agreement with the Village to allow Police enforcement of parking and traffic violations on any private roadways.
- j) Parking restrictions on all private streets shall be the same as public streets and limited to one side of the roadway to allow for fire department and emergency response access.
- k) A minimum of 50% of the front yard for single-family homes shall be pervious surface (landscaping, turf, etc.)

Open Item #8: Discuss proposed additional restrictions to be listed in the PUD.

Variation - Open Space

To request a PUD, certain "conditions" are required to be met. Some are specific to all PUDs and others are specific to commercial, residential, or mixed-use developments. If these are not complied with, they would require a Variation be requested for that requirement to indicate why it cannot be complied with or how it may be being offset. For example, the most common PUD request has historically been the requirement that all PUDs be a minimum of 5 acres, which many infill sites are not. However, other requirements may also become difficult to comply with on infill and development sites due to the limited land flexibility and financial feasibility of redevelopment properties.

In order to request a PUD, the Petitioner requests one variation for total park/recreational open space within the development. Recreational open spaces are required at a total of 10% of land area or 750 sq. ft. per dwelling, whichever is greater. The preference is for land to be dedicated to the Park District and open to the general public since an association-maintained park is costly for residents and difficult to restrict public access to. Eventually most become poorly maintained or even eventually removed due to liability and insurance costs. However, land can be under common association ownership if planned properly and meets the requirements of open recreational space. On the subject property, it results in the requirement of 4.17 acres of recreational open space.

The proposed site includes the proposed dedication of a 3-acre park in the center of the development. The Petitioner has been working with the Park District and they have indicated their willingness to accept the public park, subject to their design requirements. Other small open space areas will remain under the association's common ownership and function more as small open areas for people or dogs but do not meet the needs or goals of the Park District to accept as a public dedication. An addition .93 acres of open space will be controlled by the townhome association for their private use. The areas will be open and have a use for pets or relaxation. There is a total of 3.93 acres of open space, short of the PUD requirement by .24 acres. The Petitioner has noted that the site layout and economics of the site restrict the ability to add additional open space. They have noted they are adjacent to a large forest preserve and Freedom Pond that provides additional recreational amenities and open space nearby to help offset the small difference.

Open Item #9: Discuss the requested Variation for a reduction in open recreational space as it relates to the Standards for a Variation.

By including the public walkways and connection paths through the townhome section of the development, the total space increases so that a variation is not required. Ownership clarification and public access easements will be needed on these paths, but those details can be submitted with the final PUD approval.

SITE PLAN

<u>Cook County - Ridgeland Ave, 175th</u> <u>Street, Oak Forest Avenue</u> <u>Improvements</u>

The county in conjunction with the Village's Public Works department, is planning improvements to Ridgeland Avenue along with portions of 175th Street and Oak Forest Avenue. Improvements will include roadway reconstruction, installation curb/gutter, drainage improvements, installation of a multi-use path, and installation of turn lanes. The plans for this work have driven some of the roadway planning along with decisions related to sidewalk and roadway requirements. The plan has been for the Village to accept 175th Street and Ridgeland Avenue once fully reconstructed. Oak Forest Avenue would remain under Cook County Jurisdiction since it is not proposed to be fully reconstructed to Village standards at this time.

Overall Layout

The overall site plan is indicated below showing the development of the townhomes and detached single-family areas. Subdivision access is proposed with one full access point along Oak Forest Avenue and two full access points on Ridgeland Avenue. These locations were located at specific points on Ridgeland Avenue to align with existing access points on the west side of the roadway. The access point on Oak Forest Avenue was designed in conjunction with the Cook County



improvements to the intersection that would taper the lane from the intersection. The access point was placed after the proposed taper would end. All access points and major streets would be publicly dedicated roads (only a few roadways in the townhomes area will remain private and owned by the association).

After access points were established, the geometry of the lots after are driven by the location of a centralized park and the creation of natural separation between the detached homes and townhome areas. There are a few "eyebrow" extensions that are not typically preferred but there are few alternative options that wouldn't create lots with very little width, odd shapes, or unutilized "leftover" space. Additionally, there is not adjacent land able to be developed, so roadway layouts were limited.

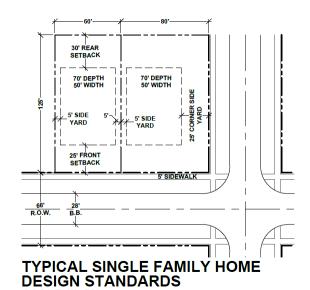
Single Family Setbacks

The R-5 Zoning District is denser than many single-family residential only neighborhoods. The density allows for some flexibility within the development to fit in a number of lots that making it financially feasible. However, the reductions are fairly minor between the R-4 and R-5 zoning districts. The most noticeable difference would be the reduction of the side yard setbacks from 7.5' minimum in the R-4 to 5 feet in the R-5 district.

The concern would be with two twostory homes next to each other and only 10' away, this could begin to look very dense and "tight". However, the lots have many different

MINIMUM SINGLE-FAMILY HOME DESIGN STANDARDS

REGULAR LOT (60'x125'	Typ.)
FRONT YARD	= 25
SIDE YARD	= 51
REAR YARD	= 301
CORNER (80'x125' Typ.)	
FRONT YARD	= 251
SIDE YARD	= 5'
STREET SIDE YARD	= 251
REAR YARD	= 301



widths and the models chosen have differing widths and well. Most models would result in at least 7.5' side yard setbacks. However, the option to have a three-car garage would be prevented on some of the smaller width lots. To avoid these concerns, they are proposing a minimum principal structure setback of 15'. This would result in a similar appearance from the streetscape as the R-4 district's minimum setbacks. To limit the amount of parkway streetscape that is paved and allow for on-street parking spaces, driveway widths have also been limited due to the decreased lot widths.

Townhome Setbacks

The townhomes have met the setback requirements outlined in the residential PUD requirements. Section VII.C.2.p, (Residential Planned Unit Development Standards) "When single-family attached dwellings are proposed within a Residential Planned Unit Development, the front or rear facade of a dwelling unit shall not be less than sixty (60) feet from the front or rear facade of another dwelling unit. The unattached side face of a single-family attached building shall not be less than twenty (20) feet from the side face of another such building and not less than forty (40) feet from the front or rear face of another such building or unit;"

Private roads are utilized in the townhome portion of the development but are primarily areas that function as a driveway

MINIMUM REAR-LOADED TOWNHOME DESIGN STANDARDS

FRONT YARD CORNER SIDE YARD BUILDING FRONT YARD PERIMETER SIDE YARD	= T(25 15 2 25 20
BUILDING SEPARATIONS FRONT TO FRONT		60

MINIMUM SETBACKS

FRONT TO FRONT = 60'
FRONT TO SIDE = 40'
SIDE TO SIDE = 20'
SIDE TO REAR = 40'
REAR TO REAR = 50'
GARAGE TO GARAGE = 60'

with garages facing them, rather than a tradition roadway. These roads would be under the maintenance of the townhome association but to ensure speeding or traffic is not a concern, would be required to be policed and have limited parking. The association is required to have a traffic enforcement agreement with the Village to avoid those issues.

Open Item #10: Review the proposed site plans, setbacks, and overall subdivision design.

Special Service Area (SSA)

A dormant SSA is recommended to be established by the developer and required to be in place for all future property owners. The intent is to ensure that the associations maintain all common areas as proposed within the PUD. If an association is dissolved or fails to maintain certain requirements like landscape buffers, fences, private roadways, private utilities, open space, etc. the Village can activate the SSA to pay for the associated costs for the development. This protects the Village's general fund from being utilized to maintain areas that primarily benefit only a small group of residents and designed to be paid for by a future association. This is a recommended condition of the Preliminary PUD approval that it be established prior to final approval or any site permits.

Open Item #11: Review staff's proposed requirement for establishment of an SSA over the development.

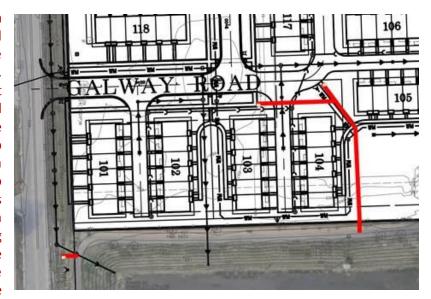
A recommended condition was added that an SSA be established with the final PUD and Plat approvals.

Sidewalks

Sidewalks are proposed on all new internal public streets. The development is also required to install sidewalks on any adjacent public streets or rights-of-way. However, the Village and county are already working towards plans to install a multi-use path along Ridgeland Avenue. Additionally, there will be some changes to Oak Forest Avenue, which currently has swales, and the utilities in the area. To avoid installing sidewalks in a manor not in the long-term interest of the area. Village Planning and public works staff has suggested a cash-in-lieu payment for the required sidewalks that can be used by the public works department in the best way possible for the area. The goal is to hopefully connect the subdivision down Oak Forest Avenue (adjacent to the former ABC Supply Co. property) to make walking to the downtown easier. The Village Engineer has estimated a cost of \$82,279 for the required sidewalks that would be required to be paid prior to the issuance of any site permits.

A recommended condition was added clarifying this cash-in-lieu payment for some sidewalk requirements. The amount is subject to any increases in construction costs over time. The payment is due before the issuance of any site work permits.

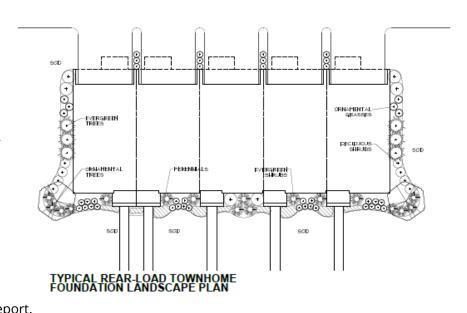
A commissioner noted they would like to see a more direct walking route to the Freedom Pond path as this would give residents a path to the park and to the nearby Tinley Park High School. One route was explored that would remove lot 39 and bring a path directly from the detached home area to Freedom Pond along the east side of the townhomes. However, there is a steep grade differential here with the area used as a swale to move stormwater. There are also watermains and storm sewers located there as well with little space flexibility. However, an alternative route was designed connecting through the townhomes. Additionally, they have proposed to construct a connection to the Ridgeland Avenue multi-use path once



constructed as part of the Cook County project. While not as direct, this would provide a clear public path that allows residents of the subdivision to more easily walk south to the park, school, or 175th Street. Details on the ownership, public access, and maintenance of these paths will be needed at final approval.

LANDSCAPE

A landscape buffer is proposed along the entire perimeter to serve as a buffer to roadways and adjacent uses (see attached landscape plan). This buffer ranges in depth from 15' at its narrowest to 30' at its widest. This is in addition to the residential structure setbacks for the detached homes and townhomes. The landscape buffer along the perimeter of the property mostly meets the bufferyard requirements. The reductions have largely been shrub plantings that serve little purpose in buffering views. Shrubs have been proposed in the townhome area through and around the entrances to the subdivision to make an attractive entrance. The landscape plans are part of the attached documents to this staff report.



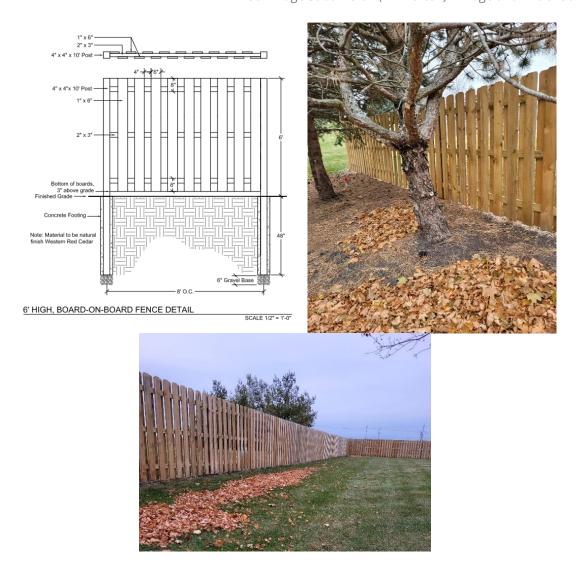
The bufferyard along the single-family homes is proposed to be owned and maintained by the homeowners since it is for their primary benefit. That was a recommendation by staff as opposed to the alternative of having them in a separate outlot area. In that situation, the area could be fenced in and become a difficult alley area to maintain. Additionally, the costs would be bared by all of the detached single-family home residents for the benefit of only the homes that are adjacent to the Panduit site.

Open Item #12: Review proposed landscape plan including buffers.

Additionally, 6' high privacy fencing has been proposed to be installed along the Panduit property as well as the homes that back up to Oak Forest Avenue. The fence will ensure residents have a buffered view from the commercial use form the beginning. However, future maintenance will be on the individual homeowners. The fence along Oak Forest Avenue is proposed to be maintained by the HOA since its purpose is to provide a uniform appearance along the roadway instead of having different heights, styles, and colors.

Open Item #13: Review the proposed fence design and locations.

The Commission discussed the fencing materials and locations in detail. Most commissioners tended to prefer PVC fencing over wood fencing due to less need for maintenance and a more consistent look over time. However, due to the increase in cost, limited availability, and location near the heavily wooded forest preserve areas, DR Horton has wished to remain using a wood privacy fence as opposed to PVC. They used the wood fences at previous development locations that have been well-constructed with little need for repair or maintenance over time. The pictures supplied are a fence that was installed in 2005 and owned by an HOA.



ARCHITECTURE

Single Family Home Design

A few different models have been proposed for the detached single-family homes. All detached homes will have first floor brick or stone masonry products as required by the code. There are both two-story and ranch style homes. Options include a variety of exterior materials, colors, window styles, and other bonus options. There are options to add a full porch and to add three-car garages on a few of the models. The specific models and options are largely left to the purchaser. However, DR Horton has a set of anti-monotony standards in place that will be adopted with the PUD to ensure models and colors are varied throughout.

Staff suggested creating some varying designs on the front elevations, particularly with three-car garage models. The main concern was that these models and elevations would be dominated by the garage door. Staff suggested some of the following changes that would provide for a more attractive streetscape design:

- a. Varying siding colors
- b. Substituting brick/stone on the front facades.
- c. Offering varying window options.
- d. Changing roof lines to be less bulky/massed form the front elevation.
- e. Offering varying garage door options (include windows).
- f. Offering a gable option on the porch roofs.

A few changes were made to add some premium features as a standard on these models, but ultimately, they are looking for flexibility to market different options and models. Additionally, some of their models are standardized across their developments for efficiency purposes in design and construction. The Petitioner can better review these models at the workshop meeting. Color renderings were given for a few of the model types as well to better understand how they will look.





Open Item #14: Review the varying single-family home model options, provide and suggestions for additions, removals, or changes.

Proposed Anti-Monotony Provisions

Elevations:

- The same elevation of the same floor plan cannot be repeated within two lots on the same side of the street.
 - Must be two different elevations between each home. A different elevation is not only defined as a different letter, but must be different in terms of roofline and fenestration.
- The same elevations cannot be put "directly across the street" from one another.
- Like elevations can be erected across the street from one another as long as the lot boundaries do not overlap by more than 25%: this is not considered "directly across the street."
- In the case of a small cul-de-sac (eight sites or less), no duplication of elevations should occur.

Exterior Colors:

- The same exterior siding color shall not be repeated within two lots on the same side of the street.
 - Two different siding colors between each house.
 - The siding color should not be the same on any house across the street.
- Trim, roof and brick colors will not be duplicated more than twice if side by side;
 - i.e., there will not be three homes alongside each otherwith the same trim color.
- · There is no monotony code for Townhomes.

Key Lots

Certain "Key Lots" have been indicated by the developer. These lots will be some of the most visible lots due to their

locations on corners or being in line with roadways. The developer has noted these lots would get some upgraded design options that would benefit the overall appearance and feel of the subdivision. Revised plans with the new layout will need to be supplied, along with the details on the model upgrades prior to the public hearing.

Open Item #15: Petitioner to revise key lot exhibit to new layout and clearly indicate specific details or permanent "upgrades" are proposed on these lots.

The Petitioner reviewed the key lot criteria in the meeting including requiring the following "upgrades":

Key Lot Criteria

- An upgraded elevation (not the base elevation)
- The home would include a full width porch on the front elevation
- The corner side of the home must include a window
- Foundation landscape package on the front and corner side of the home.



Townhomes

Similar to other townhomes developments, the design of the townhomes will be consistent across all buildings. Brick has been brought up vertically in a number of areas along with varying entrance styles to give it an appealing appearance. Brick has only been proposed on the partial first floor on the side elevations, requiring a request for an Exception as part of the PUD. Staff has noted this requirement can be met and that the brick will carry around the sides of the townhome better if brought up to the top of the first full floor (second story in the house.





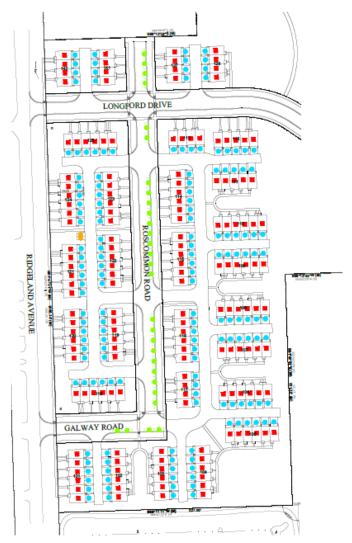
PARKING

Parking in single-family neighborhoods is traditionally not a problem as there is sufficient driveway and garage spaces for homeowners to park. There is usually on-street parking availability for any parties or events residents may occasionally have. However, with a slightly denser development, there are concerns that if driveway expanded over time to the allowable 30' maximum width, that many on-street parking spaces would be eliminated due to the increase in driveway widths at the road. Additional controls over the widths have been put in place to limit 2-car driveways to 20' maximum and 3-care driveways to 26' maximum.

The townhome area creates a different challenge due to an increase in density and limited on-street parking opportunities. Staff has raised concerns about the need for some off-street guest parking areas within the development. However, the Petitioner has noted they believe that the onsite spaces (2 garage and 2 driveway) along with surrounding public roadway on-street parking will be sufficient even if it is not immediately adjacent to some units. They provided a parking exhibit to show where parking availability is located for the townhomes.

PARKING	REQUIRED	PROPOSED
GARAGE DRIVEWAY GUEST PARKING ON-STREET PARKING	-	320 (2 PER UNIT) 320 (2 PER UNIT) 2 29
TOTAL	480 (3:1)	671 (4.2:1)

Open Item #16: Discuss proposed parking, including no dedicated off-street parking for guests in the townhome area.



Plan Commission did not have too many concerns with proposed parking in the townhome area, believing the driveway and on-street parking would accommodate all but the few rare events or party situations that might create additional visitors. It was not believed that separate visitor parking areas were needed in this situation. However, it was requested that DR Horton supply similar townhomes subdivisions with similar parking situations that are nearby and could be viewed or visited. DR Horton supplied the following two subdivisions as examples:

- Tall Oaks Elgin, IL https://www.drhorton.com/illinois/chicago/elgin/tall-oaks-townhomes/floor-plans/1597
- Cambridge Lakes Townhomes Pingree Grove, IL https://www.drhorton.com/illinois/chicago/pingree-grove/cambridge-lakes-townhomes

SIGNAGE

The larger monument sign will be located off of the entrance along Oak Forest Avenue and the two smaller "pier" signs will be located at the two entrances along Ridgeland Avenue. The signs will be located on association-owned property in compliance with setbacks and size requirements. Specific easements and ownership will be clarified at final approval.

Open Item #17: Petitioner to submit revised signage plans and revised preliminary plat showing separate sign lots.



ENGINEERING

Publicly dedicated roadways include typical canopy trees, street lights, and traffic control signage. The proposed design generally shows it is compliant with the Village's standard details. Specifics of the roadway design will be reviewed with final engineering and final approval. It is recommended that a condition clarifying that final engineering approval is required for the site and all public right-of-way details.

Open Item #18: Petitioner to supply revised Preliminary engineering plans prior to the Public Hearing. All plans are subject to final engineering review and approval, which will be submitted with the Final PUD approval in the future.

PRELIMINARY PLAT APPROVAL

Unlike the Final Plat, the Preliminary Plat does not formally create any lots of record. However, this plat shows likely dimensions of the proposed residential lots and outlots and gives the developer the right to move forward with the subdivision. The final plat will need to be in substantial conformance with this preliminary plat but requires additional information like signature blocks, exact property lines, and easement locations. A preliminary plat stops short of being final because final engineering usually has not been completed and minor changes may still be required. The Petitioner will return for Final Plat and PUD approval once final engineering has been completed. Due to some site layout changes the preliminary plat requires revision prior to the public hearing.

Open Item #19: Petitioner to supply revised Preliminary Plat prior to the Public Hearing.

STANDARDS FOR REZONING APPROVAL

The Zoning Code does not establish any specific criteria that must be met in order for the Village Board to approve a rezoning request. Likewise, Illinois Statutes does not provide any specific criteria. Historically, Illinois courts have used eight factors enunciated in two court cases. The following "LaSalle Standards" have been supplied for the Commission to consider. Staff will prepare draft responses for these conditions within the next Staff Report.

- The existing uses and zoning of nearby property;
 - The R-5 zoning is consistent with neighboring residential uses in the area. Nearby parks, schools, open areas, and access to the downtown also make the location viable for residential uses. Limited access and visibility make future commercial development unlikely.
- b. The extent to which property values are diminished by the particular zoning;
 - The zoning change is not anticipated to lower any property values.
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - No property value reductions or complaining parties have been identified.
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - The development includes new housing in an area without new residential construction for sale in many years. The development benefits the public by generating additional property tax not generated by vacant land and reducing the burden on existing landowners. Additionally, proposed public open spaces and sidewalks are beneficial to all area residents.
- e. The suitability of the property for the zoned purpose;
 - The property has sufficient roadways, utilities, storm detention, and a location for residential uses.
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - The majority of the property has always been vacant, with the remaining portion recently vacant
 with the demolition of the former Panduit facility. The lot has remained vacant and had little
 interest as a commercial development for over 10 years. The area has limited access and visibility to
 attract commercial or corporate development.
- g. The public need for the proposed use; and
 - There is a strong demand for additional housing in the area and this development will provide a mix
 of detached home types and townhomes. The housing is attractive to a variety of people including
 seniors, empty-nesters, and young families.
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - The area has been noted as a likely residential development for many years. The anticipation of residential development at this location was adopted as part of the Legacy TIF Redevelopment Plan. Future commercial use or development of the land is unlikely.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission when analyzing a Special Use request. Staff will provide draft Findings for the Commission's review in the next Staff Report.

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;
 - There is no danger to the public with additional residential housing proposed.
- 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;
 - Residential housing surrounds the development and residential uses are less intense than the former commercial and light industrial uses. The proposed zoning is a better fit for the area.
- 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 remaining land has been planned in concept to tie into the surrounding area's roads, utilities, sidewalks, and other development aspects. The remaining commercial areas have been planned for potential residential development in concept as well.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - There are adequate roadways, utilities, and drainage existing around the site and proposed throughout the new development.
- 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;
 - The ingress and egress access points have been reviewed by the Village Engineer for their best placement on the site and for overall traffic flow for the area.
- 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; and
 - The buildings will comply with all other code requirements of the Village not covered by an Exception to the Zoning Ordinance indicated in the PUD documents and plans.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - The development will add additional residents that help support surrounding businesses and add additional property taxes where the vacant land currently provides minimal support to various public bodies.

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Section VII.C. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission for a Planned Unit Development (PUD). The Plan Commission is encouraged to consider these standards (listed below) as well as the Applicant's responses (attached) when analyzing the PUD request. Staff will provide draft Findings for the Commission's review in the next Staff Report.

- a. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village.
- b. The planned development will not substantially injure or damage the use, value and enjoyment of the surrounding property nor hinder or prevent the development of surrounding property in accordance with the land use plan of the Village.
- c. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated.
- d. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police and fire protection.
- e. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.
- f. The street system serving the planned development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the planned development will be adequate to serve the residents or occupants of the proposed development.
- g. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities or common open space, the developer shall provide and submit as part of the application the method and arrangement whereby these private facilities shall be operated and maintained.
- h. The general development plan shall contain such proposed covenants, easements and other provisions relating to the bulk, location and density of residential buildings, non- residential uses and structures and public facilities as are necessary for the welfare of the planned development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the land owners within the development.
- i. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- j. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

STANDARDS FOR SITE PLAN & ARCHITECTUAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan approval. Specific findings are not required but all standards shall be considered to have been met upon review from the Plan Commission.

Architectural

- a. Building Materials: The size of the structure will dictate the required building materials (Section V.C. Supplementary District Regulations). Where tilt-up or pre-cast masonry walls (with face or thin brick inlay) are allowed vertical articulation, features are encouraged to mask the joint lines. Concrete panels must incorporate architectural finishes that comply with "Building Articulation" (Section III.U.5.h.) standards. Cast in place concrete may be used as an accent alternate building material (no greater than 15% per façade) provided there is sufficient articulation and detail to diminish it's the appearance if used on large, blank walls.
- b. Cohesive Building Design: Buildings must be built with approved materials and provide architectural interest on all sides of the structure. Whatever an architectural style is chosen, a consistent style of architectural composition and building materials are to be applied on all building facades.
- c. Compatible Architecture: All construction, whether it be new or part of an addition or renovation of an existing structure, must be compatible with the character of the site, adjacent structures and streetscape. Avoid architecture or building materials that significantly diverge from adjacent architecture. Maintain the rhythm of the block in terms of scale, massing and setback. Where a development includes outlots they shall be designed with compatible consistent architecture with the primary building(s). Site lighting, landscaping and architecture shall reflect a consistent design statement throughout the development.
- d. Color: Color choices shall consider the context of the surrounding area and shall not be used for purposes of "attention getting" or branding of the proposed use. Color choices shall be harmonious with the surrounding buildings; excessively bright or brilliant colors are to be avoided except to be used on a minor scale for accents.
- e. Sustainable architectural design: The overall design must meet the needs of the current use without compromising the ability of future uses. Do not let the current use dictate an architecture so unique that it limits its potential for other uses (i.e. Medieval Times).
- f. Defined Entry: Entrance shall be readily identifiable from public right-of-way or parking fields. The entry can be clearly defined by using unique architecture, a canopy, overhang or some other type of weather protection, some form of roof element or enhanced landscaping.
- g. Roof: For buildings 10,000 sf or less a pitched roof is required or a parapet that extends the full exterior of the building. For buildings with a continuous roof line of 100 feet of more, a change of at least five feet in height must be made for every 75 feet.
- h. Building Articulation: Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. Screen Mechanicals: All mechanical devices shall be screened from all public views.

j. Trash Enclosures: Trash enclosures must be screened on three sides by a masonry wall consistent with the architecture and building material of the building it serves. Gates must be kept closed at all times and constructed of a durable material such as wood or steel. They shall not be located in the front or corner side yard and shall be set behind the front building façade.

Site Design

- a. Building/parking location: Buildings shall be located in a position of prominence with parking located to the rear or side of the main structure when possible. Parking areas shall be designed so as to provide continuous circulation avoiding dead-end parking aisles. Drive-through facilities shall be located to the rear or side of the structure and not dominate the aesthetics of the building. Architecture for canopies of drive-through areas shall be consistent with the architecture of the main structure.
- b. Loading Areas: Loading docks shall be located at the rear or side of buildings whenever possible and screened from view from public rights-of-way.
- c. Outdoor Storage: Outdoor storage areas shall be located at the rear of the site in accordance with Section III.O.1. (Open Storage). No open storage is allowed in front or corner side yards and are not permitted to occupy areas designated for parking, driveways or walkways.
- d. Interior Circulation: Shared parking and cross access easements are encouraged with adjacent properties of similar use. Where possible visitor/employee traffic shall be separate from truck or equipment traffic.
- e. Pedestrian Access: Public and interior sidewalks shall be provided to encourage pedestrian traffic. Bicycle use shall be encouraged by providing dedicated bikeways and parking. Where pedestrians or bicycles must cross vehicle pathways a cross walk shall be provided that is distinguished by a different pavement material or color.

MOTIONS TO CONSIDER

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

Motion 1 (Map Amendment/Rezoning):

"...make a motion to recommend that the Village Board grant the Petitioner, DR Horton Inc - Midwest, a Map Amendment (rezoning) of the property generally located at the southeast corner of Ridgeland Ave. & Oak Forest Ave (excluding 17201 Ridgeland Ave) from the existing ORI (Office and Restricted Industrial)) zoning district to the R-5 (Low-Density Residential) zoning district, and adopt the Findings of Fact as proposed in the December 16, 2021 Staff Report."

Motion 2 (Special Use for Preliminary PUD Approval):

"...make a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, DR Horton Inc - Midwest, for Preliminary Planned Unit Development Approval for the Oak Ridge Subdivision located at the southeast corner of Ridgeland Ave. & Oak Forest Ave (excluding 17201 Ridgeland Ave), to be zoned R-5 (Low-Density Residential) and developed with 81 detached single-family and 162 attached single-family units, in accordance with all plans/documents submitted and listed herein and adopt the Findings of Fact as proposed by in the December 16, 2021 Staff Report, subject to the following conditions:

- 1. The PUD exceptions and restrictions from the Zoning Ordinance, as listed in the staff report, shall be included within the Preliminary and Final PUD ordinance documents.
- 2. Final PUD and Plat Approval is required and shall be in substantial compliance with the plans, documents, findings, conditions, discussion, and agreements determined as part of the Preliminary PUD approval.
- 3. Final conditions, covenants, and restrictions (CC&Rs) shall be submitted outlining ownership and association responsibilities.
- 4. A Special Service Area (SSA) shall be established over the development at the time of Final Approval.
- 5. The public park design and layout shall be finalized at final approval. The timeline of completion and acceptance shall be agreed upon with the Tinley Park Park District.
- 6. A cash-in-lieu payment for the sidewalks on Ridgeland Ave and Oak Forest Ave be submitted prior to issuance of any permits. The payment is currently estimated by the engineer at \$82,279 but is subject to changes related to increases in construction or material cost.
- 7. Final approval is subject to final engineering review and approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Cook County DOT, MWRD, and IEPA.

Motion 3 (Preliminary PUD Plat):

"...make a motion to recommend that the Village Board grant approval to the Petitioner, DR Horton Inc – Midwest, Preliminary PUD Plat Approval for the Oak Ridge Subdivision in accordance with the Preliminary Plat submitted (dated December 7, 2021), subject to the condition that the approval is subject to the review and approval by the Village Engineer and Village Attorney."

LIST OF REVIEWED PLANS

	Submitted Sheet Name	Prepared By	Date On Sheet
14pgs	Workshop Presentation (key lot exhibit, parking exhibit, ani-	DRH	12-2-21
	monotony standards, etc.)		
1pg	Project Narrative	DRH	10-15-21
2pgs	Plat of Topography	Mackle	6-23-21
2pgs	Alta Survey	Mackle	8-5-21
3pgs	Preliminary Site Plan	GRWA	11-24-21
1pg	Preliminary Zoning Analysis Table (To be revised at final approval)	DRH	10-15-21
5pgs	Preliminary Landscape Plan	GRWA	11-24-21
2pgs	Photometric Exhibit (To be revised at final approval)	Mackle	9-3-21
16pgs	Preliminary Engineering Plans	Mackle	12-8-21
1pg	Preliminary Signage Plans (Locations to be revised at final)	GRWA	10-15-21
72pgs	Single Family Detached Model Elevations (B&W)	Premier	11-5-21
7pgs	Single Family Detached Elevation Select Color Renderings	Premier	n/a
5pgs	Townhome Elevations and Renderings	Premier	11-5-21
1pg	Preliminary Plat of Subdivision	Mackle	12-7-21
51pgs	Traffic Study	GHA	8-31-21
1pg	Monotony Plan for Single Family Detached	DRH	n/a
1pg	Subdivision Specifications	DRH	n/a
1pg	Estimated Child Generation	DRH	8-31-21
7pgs	Market Study	HT	n/a
3pgs	Fence Details and Pictures	DRH	n/a
1pg	Park District Letter of Understanding	TPPD	12-2-21

DRH = DR Horton (Petitioner/Developer)

Mackle = Mackle Consultants, LLC (Surveying)

GRWA = Gary R. Weber Associates, Inc. (Land Planning, Landscape Arch.)

Premier = Premier Architecture, Inc. (Architect)

GHA = Gewalt Hamilton Associates, Inc. (Consulting Engineers)

HT = Housing Trends LLC (Market Consultant)

TPPD = Tinley Park – Park District

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO.

AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE CERTAIN PROPERTY LOCATED AT THE SOUTHEAST CORNER OF RIDGELAND AVE & OAK FOREST AVE FROM ORI TO R-5 (DR HORTON – OAK RIDGE)

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO.

AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE CERTAIN PROPERTY LOCATED AT THE SOUTHEAST CORNER OF RIDGELAND AVE & OAK FOREST AVE FROM ORI TO R-5 (DR HORTON – OAK RIDGE)

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

WHEREAS, a petition for granting a map amendment of certain real property from the ORI (Office and Restricted Industrial) zoning district to R-5 (Low-Density Residential) ("Rezoning") located at the southeast corner of Ridgeland Ave. & Oak Forest Ave (excluding 17201 Ridgeland Ave), Tinley Park, Illinois ("Subject Property") as the Oak Ridge Subdivision has been filed by DR Horton Inc - Midwest ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Rezoning should be granted on December 16, 2021 at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

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

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

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

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

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

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

- a. The existing uses and zoning of nearby property;
 - The R-5 zoning is consistent with neighboring residential uses in the area. Nearby parks, schools, open areas, and access to the downtown also make the location viable for residential uses. Limited access and visibility make future commercial development unlikely.
- b. The extent to which property values are diminished by the particular zoning;
 - The zoning change is not anticipated to lower any property values.
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - No property value reductions or complaining parties have been identified.
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - The development includes new housing in an area without new residential construction for sale in many years. The development benefits the public by generating additional property tax not generated by vacant land and reducing the burden on existing landowners. Additionally, proposed public open spaces and sidewalks are beneficial to all area residents.
- e. The suitability of the property for the zoned purpose;
 - The property has sufficient roadways, utilities, storm detention, and a location for residential uses.
- The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - The majority of the property has always been vacant, with the remaining portion recently vacant with the demolition of the former Panduit facility. The lot has remained vacant and had little interest as a commercial development for over 10 years. The area has limited access and visibility to attract commercial or corporate development.

- g. The public need for the proposed use; and
 - There is a strong demand for additional housing in the area and single-story duplex housing specifically has not been constructed in many years. The housing is attractive to seniors, empty-nesters, and young families.
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - The area was originally planned for a large "big-box" commercial area as part of the Brookside Glen PUD. However, as with large PUDs, changes in the market trends can result in changes to the PUD master plan.

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

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF OAK FOREST AVENUE (SAID LINE BEING 60 FEET SOUTHEASTERLY OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY), AND THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4); THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, ALONG SAID EAST LINE OF RIDGELAND AVENUE, 358.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 1285.59 FEET TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4, 544.91 FEET: THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST. 758.60 FEET TO THE EAST LINE OF THE WEST 577.00 FEET OF SAID SOUTHWEST* 1/4; THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, 521.12 FEET TO THE NORTH LINE OF THE SOUTH 703 FEET OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 527.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 00 MINUTES 14 SECONDS EAST, ALONG SAID EAST LINE OF

RIDGELAND AVENUE, 1066.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29. TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF OAK FOREST AVENUE (SAID LINE BEING 60 FEET SOUTHEASTERLY OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILWAY COMPANY), AND THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4): THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS EAST, ALONG SAID EAST LINE OF RIDGELAND AVENUE 358.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 345.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 46 SECONDS EAST 941.25 FEET TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 902.43 FEET TO THE NORTH LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST ALONG THE LAST DESCRIBED LINE 282.49 FEET TO THE AFORESAID SOUTHEASTERLY LINE OF OAK FOREST AVENUE: THENCE SOUTH 61 DEGREES 29 MINUTES 52 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 747.91 FEET TO A LINE THAT IS 345.00 FEET EAST OF AND PARALLEL WITH THE AFORESAID EAST LINE OF RIDGELAND AVENUE; THENCE SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 545.25 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. *AMENDED SCRIVNER'S ERROR

PARCEL 3:

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

RIDGELAND AVENUE A DISTANCE OF 298.00 TO THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE EAST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345.00 FEET; THENCE NORTH ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 491 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE AND MAKING AN ANGLE 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM NORTH TO EAST) A DISTANCE OF 290.14 FEET TO A POINT BEING 600 FEET EAST OF AND PARALLEL TO THE EAST LINE OF RIDGELAND AVENUE; THENCE SOUTH ALONG A LINE MAKING AN ANGLE OF 61 DEGREES 29 MINUTES 50 SECONDS WITH THE LAST DESCRIBED COURSE (AS MEASURED FROM SOUTHWESTERLY TO SOUTH) A DISTANCE OF 683.81 FEET TO A POINT OF INTERSECTION WITH A LINE, SAID LINE BEING DRAWN AT RIGHT ANGLES TO THE EAST LINE OF RIDGELAND AVENUE AND BEING 358 FEET SOUTH OF THE INTERSECTION OF THE SOUTH LINE OF OAK FOREST AVENUE AND THE EAST LINE OF RIDGELAND AVENUE; THENCE WEST ON A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 600.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 298 FEET ALONG THE EAST LINE OF RIDGELAND AVENUE SOUTH FROM THE POINT OF INTERSECTION OF LINE OF SOUTH OAK SOUTHEASTERLY FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING 60 FEET SOUTHEASTERLY BY RECTANGULAR MEASUREMENT OF THE SOUTHEASTERLY LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING 50 FEET EAST BY RECTANGULAR MEASUREMENT, OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4), THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 60 FEET, THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET, THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 60 FEET, THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 345 FEET TO THE PLACE OF BEGINNING).

PARCEL IDENTIFICATION NUMBERS: 28-29-200-030-0000, 28-29-200-036-0000, and 28-29-300-041-0000

COMMONLY KNOWN AS: SEC Ridgeland Ave. & Oak Park Ave (previously referred to as 17301 Ridgeland Ave, 6301 Oak Forest Ave, 6200 175th St) but excluding 17201 Ridgeland Ave, Tinley Park, IL 60477

SECTION 4: That a Rezoning of the Subject Property described in the above section from ORI (Office and Restricted Industrial) to R-5 (Low-Density Residential), as Oak Ridge Subdivision is hereby granted to the Petitioner.

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

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

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

PASSED THIS day of January, 2022.
AYES:
NAYS:
ABSENT:
APPROVED THIS day of January, 2022.
VILLAGE PRESIDENT
ATTEST:
VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, "AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE CERTAIN PROPERTY LOCATED AT THE SOUTHEAST CORNER OF RIDGELAND AVE & OAK FOREST AVE FROM ORI TO R-5 (DR HORTON – OAK RIDGE)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on January , 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this __day of January, 2022.

KRISTIN A. THIRION, VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE DECEMBER 16, 2021 REGULAR MEETING

ITEM #1 PUBLIC HEARING – OAK RIDGE SUBDIVISION, DR HORTON – SPECIAL USE FOR A

PLANNED UNIT DEVELOPMENT, REZONING, AND RESOLUTION FOR

PRELIMINARY PLAT

Consider recommending that the Village Board grant the Petitioner, DR Horton Inc – Midwest, a Special Use Permit for Preliminary Planned Unit Development (PUD) Approval, and Rezoning from ORI (Office and Restricted Industrial) to R-5 (Low-Density Residential) for the Oak Ridge Subdivision on property located at the southeast corner of Ridgeland Avenue and Oak Forest Avenue. Preliminary Plat and Preliminary Site Plan Approval are also requested as part of the development approval.

Present Plan Commissioners: Chairman Garrett Gray

James Gaskill Eduardo Mani Ken Shaw Kurt Truxal

Absent Plan Commissioners: Angela Gatto

Frank Loscuito

Village Officials and Staff: Kimberly Clarke, Director of Community Development

Dan Ritter, Planning Manager Lori Kosmatka, Associate Planner

Petitioners: James Truesdell, DR Horton

Steve Bauer, DR Horton

Members of the Public: None

CHAIRMAN GRAY asked for a motion to open the Public Hearing. Motion made by COMMISSIONER TRUXAL, 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 proof of the Notice of Publication for this Public Hearing. He invited staff to start with the presentation of this item.

Dan Ritter, Planning Manager summarized the Staff Report for the Commission. He noted the proposed development is 81 single-family homes and 162 townhomes. He reviewed the history of the site and its relationship to Panduit. He noted Freedom Pond is a stormwater detention facility for downtown and this site. He reviewed the zoning and context of the area. It is mostly surrounded by residential and the nearby forest preserve. This site was envisioned as residential. It does not include the ABC property at the corner. The Petitioner tried to obtain it, but could not work out an agreement. However, the proposed development allows a road connection. R-5 is a little unique for detached single-family homes, but the density is somewhat controlled through the increased regulations such as driveway widths and lot coverage percentages. They aren't significantly smaller lots than the R-4 zoning. He also noted the detached single-family homes area will remain as such and not for townhomes. There is a three-acre public park they will donate to the Park District. The Park District provided a letter stating they are willing to accept it subject to final design. They are going through negotiations to determine exactly what this park will be. It would be a usable public park. Other open areas include seating for the townhomes and pathways through the site. Final approval and sitework

would happen in 2022. Finishing the homes would be a year after that in 2023. They project a 3- or 4-year sales program with build-out but it will be market-driven.

They are building this within a PUD and there are three exceptions. The first exception is that there is no first-floor rear brick on the townhomes. There would be vinyl siding going down. They propose partially on the sides and covering the fronts to a high degree. There was feedback from the Workshop indicating there could be damage to vinyl at the bottom. The Petitioner wishes to continue using vinyl due to cost and ease of running the siding. Staff discussed this with the Building Official. Though brick can be done on the rear, additional work would need to be done to ensure it is adhered correctly. Siding would be simpler. The second exception is that brick is required to go to the top of the first floor on the sides. He noted it would actually be to the second story due to the grading where the front is a half-story which drops off into the back. At the Workshop, he noted the Commissioners didn't seem to have an issue with the proposed side elevation given the tradeoff to the additional brick in the front. The third exception was the detached single-family lot coverage at 40% versus 35%. The 40% allowance builds in some flexibility for owners to build accessory structures. He noted there didn't appear to be too many concerns with this. He noted there were restrictions with the proposal mostly related to the development's density. He reviewed some of these restrictions. He noted there cannot be large driveway widths on the single-family homes. He noted there were some clarifications like only the homes that were being presented as part of the PUD can be built, and can only be built per the elevations as shown. This is typical of a PUD. He noted there was previously relief needed for open space. They required 4.17 acres of recreational open space, not just yards or unusable open space. The total was previously 3.93 acres, but now including the new pathways and connections, they appear to go over the deficient quarter-acre. He reviewed the roadway connections including the stub to the ABC property. Emergency vehicles can turnaround to service the homes in that area. He reviewed the setbacks of the single-family homes. It doesn't appear it will feel overly dense. Staff recommended a Special Service Area be put over this development as a protection in case the HOA goes under or doesn't fulfill requirements such as landscaping, stormwater, or utilities.

Sidewalks are internal and on new roads. New sidewalks are typically required on Oak Forest Avenue and Ridgeland Avenue; however, the Village is already planning with the County along Ridgeland. They have a multi-use path and are doing significant upgrades to the roadway, utilities, and curbs. It is a requirement for the developer to pay for their portion in that sidewalk there as well as Oak Forest Avenue. Staff's recommendation was a cash-in-lieu payment as opposed to trying to coordinate the work. That money can go to the Public Works and Engineer to best determine how the money can be used for those projects. One of the hopes was that potentially there wasn't going to be a connection from the roadway that connects Oak Forest Avenue south to across the ABC parcel which is the most crucial sidewalk portion. With this developer, they could not do the ABC portion. There was an open item discussion point about the sidewalk making a quicker connection from the single-family homes south to the Freedom Pond and to Tinley Park High School. COMMISSIONER SHAW had provided a sketch of removing one lot and bringing a path on the east side of the townhomes. However, there is an issue with utilities and grading to move stormwater through. The Petitioner still wanted to consider a path through the townhomes. This will be a little quicker than walking otherwise through the townhomes or along Ridgeland. They largely met the landscaping code, including street trees. The park will be in conjunction with what the Park District wants. There is screening on the exterior of the development. The fence will help buffer the properties. They proposed a standard stockade shadow-box style wood fence that they have used on other properties. They wish to still use wood and have provided photos showing how one of their fences has maintained well over 20 years. They feel wood fencing would tie in better to the forest preserve rather than a PVC fence.

COMMISSIONER TRUXAL asked if this was an image of a close to 20-year-old fence.

The Petitioner responded he believes they were installed in 2005.

COMMISSIONER TRUXAL asked which picture it was.

The Petitioner responded he believes it is two pictures of the same fence.

COMMISSIONER TRUXAL noted that the one on the top with the tree looks like brand new cedar.

The Petitioner responded there may have been some power washing there and that it was treated cedar.

Dan Ritter, Planning Manager noted this is still an open item for discussion. He noted Staff went through the architecture. There is brick and stone on the single-family homes and there is an attractive amount of brick on the townhomes. He noted their anti-monotony requirements to ensure there is variety in the appearance of the homes. The key lots would have some minor upgrades. He noted parking was an open item. The townhome area is somewhat unique. If there is an event, some guests may have to walk a bit.

COMMISSIONER TRUXAL asked if there is parking along Ridgeland or Longford Drive or other streets within the subdivision.

Dan Ritter, Planning Manager responded that there is not currently parking planned along the reconstruction of Ridgeland. Within the subdivision there will be street parking.

COMMISSIONER TRUXAL noted if you looked at the townhomes to the right (east), their only option for guests would be along Roscommon Road other than in their driveways. It would be a walk for visitors.

Dan Ritter, Planning Manager responded that we don't want to overpark, but also don't want to cause problems. They may have to park away or around the blocks.

COMMISSIONER TRUXAL noted that the green dots indicate where there is parking on one side of the street. He asked if there would be No Parking signs on the other side.

Dan Ritter, Planning Manager responded that will be addressed more in final engineering with full engineering review. The assumption was it would only be on one side, but you usually have utilities on the other side so it limits what you can do.

COMMISSIONER TRUXAL noted that having signs with the threat of a ticket would be more persuasive to keep people on one side.

Dan Ritter, Planning Manager responded that on some streets you can park on both sides. Some people don't like it because it feels tight but it works as a traffic calming measure. He will defer to the Engineer on this. There weren't too many concerns at the Workshop with the parking. The Petitioner provided examples.

CHAIRMAN GRAY noted he looked at the links and it didn't appear to cause problems.

Dan Ritter, Planning Manager noted that signage will include a larger monument sign at Oak Forest Avenue. Ridgeland will have two smaller signs. He noted the open items with plat approvals and engineering.

The Petitioner, James Truesdell, 1335 E. Kennedy Drive, Streamwood, IL, representing DR Horton, was sworn in. He noted the plan has evolved since working with staff earlier this Spring. He introduced DR Horton as the largest homebuilder by volume in the United States for 19 consecutive years. They were founded in 1978, and currently operates in 98 markets in 31 states. DR Horton develops a range of for-sale homes and has been building in Chicago for over 50 years. They know the market well and have the ability to execute projects. He noted there was a summary report of market studies included in the agenda packet. He noted the study was very positive. The study mentioned that the site is well located, near the primary shopping corridor and Metra station. The study also noted that new home development activity in the southwest suburbs has lagged compared to some other areas in the Chicagoland market, and has resulted in a pent-up demand for new homes here. The study recommended that the single-family homes be targeted toward young and "move-up" families and active adult buyers seeking single family living. The ranch design in particular will market toward the "move-down" older empty nesters. Regarding the townhomes, he noted there is a deep pool of 30 to 44-year-old homebuyers who prefer three-story rear-loaded townhomes primarily with a flexspace located near the ground floor and garage area. The flex space is now important as it can help serve as home office space in the pandemic. The development product overall appeals to a wide range of buyers including young millennials, young and mature families, and active adults. Regarding the previous comments on the building materials, he noted DR Horton would prefer to keep the siding on the 1st floor in the rear. He noted it's not just a cost issue, but rather there would not be much value in adding the brick in such a small area along the garage doors in the back of the building. Brick would be more difficult to install, and over time there could be more problems for the association than if it were to be vinyl. It's important to consider keeping long term maintenance costs down for property owners.

DR Horton would also prefer vinyl over HardieBoard or LP Smart Side (an engineered wood product) for issues of maintenance, painting, and caulking. There is more long-term maintenance the HOA would be responsible for with those options. He stated he's available to answer any questions.

CHAIRMAN GRAY asked the Commissioners for any comments.

COMMISSIONER MANI had no comment.

COMMISSIONER SHAW noted this is a really good development overall. The walking path connection looks as though its separated from the entries to the units.

The Petitioner noted the paths are duplicated now as two walks next to each other, but DR Horton may consider combining it in the final planning phases if that makes the most sense.

COMMISSIONER SHAW agreed. It looks like a two-way highway. He noted in light of considering pros and cons, that a townhome owner might not want a public walk-through path in front of one's door. While the walk path is important, he would prefer it not being there was opposed to it being in front of an entrance to someone's home. He noted this was not a make-or-break point for him. He suggested the Petitioner consider buffering with landscaping. He noted that it looked like there was a stub off Ridgeland that connects to the path.

The Petitioner answered that was a proposal of another thing that could be done for someone coming up Ridgeland.

COMMISSIONER SHAW reiterated this was not a sticking point for him. He appreciated the Petitioner's effort there. He asked if the Petitioner intended for this to be a single-phase build-out.

The Petitioner responded that they will plat this all at one time and get all the public improvements in. The intent would be to start building the homes at the same time as they start getting the improvements. They don't intend to break it into two phases although as they sell homes if they start in the Spring they would get their model and marketing up then and sell homes as they are building out the public improvements.

COMMISSIONER SHAW asked if the townhomes or single-family homes would be built at separate times.

The Petitioner responded no, they will be built at the same time.

COMMISSIONER SHAW asked if they would build them as they sell them.

The Petitioner responded yes.

COMMISSIONER SHAW noted he had no concerns about the wood fence. He asked if the parking at Roscommon, Longford, and Galway were the only public roadways, and everything else was HOA / private.

The Petitioner responded yes, in the townhome portion of the project.

COMMISSIONER SHAW asked if the parking on Roscommon (shown with green dots on parking exhibit) was just for illustrative purposes and that there were no parking restrictions on Longford planned.

The Petitioner responded no, that was just for illustrative purposes. He noted that on the exhibit they did two weeks ago they realized they didn't show anything on Roscommon Drive. You could get additional spaces on the one side of the street also. It was left off in the original exhibit. Dan Ritter, Planning Manager, noted the on-street parking allowances would really come down to final engineering designs and will be at the direction of the Village Engineer and Public Works Department. There are some universal standards and will depend on fire hydrant placement. Two-sided parking could provide additional spaces and also works as a traffic-calming method, so it can be reviewed with traffic standards at Final review/approval. What is shown on the exhibit was just an estimate.

COMMISSIONER SHAW noted he agreed with Dan on that the two-sided parking slows vehicles. That is his preference. He felt that the parking requirements were overblown and that he didn't think we should be planning and

zoning for the worst-case scenario peaks. Pavement is expensive, and even pervious is not very green. He was happy to see the optimism in the studies.

COMMISSIONER GASKILL had no comment.

COMMISSIONER TRUXAL asked to look again at the images of the additional walkway and asked for clarification on them.

COMMISSIONER SHAW clarified the image on the left was a sketch he sent to Staff as a thought/option he had after the workshop.

Dan Ritter, Planning Manager, noted it was an option Commissioner Shaw sent that would remove one detached single-family lot (lot 39). It would then run it through there and down the east side of the townhomes. He noted it looks nice on paper, but there is a question of how it would work in real life. There are utilities and a small drainage area for overland flow. The Petitioner came back with Option 2.

CHAIRMAN GRAY noted the first picture showed the home units and the northeast portion of the townhome units and the southern area that abuts Freedom Pond.

The Petitioner noted it was showing two different areas.

Dan Ritter, Planning Manager, responded the goal was still the same, to connect into the sidewalk paths as direct as possible to Freedom Pond and probably Tinley Park High School.

COMMISSIONER TRUXAL noted those were his only questions.

CHAIRMAN GRAY asked COMMISSIONER TRUXAL had any preference on the fence.

COMMISSIONER TRUXAL noted that if the photos shown are true after 20 years, it is shocking to him. He noted we had talked about durability and the material being used, 1x6 dog-ear and 2x3 cross members and 4x4 posts. That is basic residential, so to him, that's not anymore durable than what you would build in your own yard. However, if the fence shown is 20 years old, then someone is taking care of that.

The Petitioner noted that the fences do require maintenance. He noted he had a similar fence in his own yard which had held up for 14 years. He personally likes the wood in this location here with respect to the nature of the site having the forest preserve next door. It blends better along the frontage of the development that ties into the forest preserve.

COMMISSIONER TRUXAL asked if the HOA will have to maintain it.

The Petitioner responded yes.

Dan Ritter, Planning Manager, clarified that once it is built out, it will fall under the HOA to maintain how they wish.

COMMISSIONER TRUXAL noted that if will be up to the HOA if the fence falls down.

COMMISSIONER SHAW noted it would still fall under property maintenance.

Dan Ritter, Planning Manager noted it would probably make sense to seal it, stain it, or clean it occasionally even for the HOA. We could recommend they do regular maintenance. If it starts falling apart, we have full ability to enforce via property maintenance and the PUD requirements to have the fences.

COMMISSIONER SHAW noted he has seen this type of shadow-box construction where you have the boards on both sides. It is pretty heavy duty.

COMMISSIONER TRUXAL noted it's hard to get a paint brush in between the boards.

COMMISSIONER SHAW noted that's why they are typically left natural. He noted he likes them because they are sturdy being double-sided and not quite as flimsy.

Dan Ritter, Planning Manager noted the wind is a big factor. You have some break for the wind.

COMMISSIONER SHAW noted there's also some light bleed-through at an extreme while still getting privacy.

Dan Ritter, Planning Manager noted that you will get maintenance issues with PVC fences. With PVC fences, there are the two beams that hold in the middle sections so if you get high winds, you can blow out the whole middle. They are harder to repair, and you almost need to get a whole new fence panel.

COMMISSIONER GASKILL provided comment on his experience with the longevity of cedar fencing. He stated he's lived at his home for 35 years and put up a cedar fence in the first year. He's just now replaced his fence. He didn't power wash his fence. He let it weather and turn gray. It doesn't take that much maintenance.

Dan Ritter, Planning Manager noted that PVC sometimes makes sense on commercial properties. They tend to not do as much regular maintenance, and it's just there because they are forced to have it.

CHAIRMAN GRAY provided his comments. He appreciated that the Petitioner worked with the Commission at the Workshop, especially with the access to Freedom Pond. He thanked COMMISSIONER SHAW for sending his sketch. It sounds like there is still a bit of fiddling with the location. He noted they were able to remove the Variation by meeting the minimum acreage for the open space. He appreciated the parking lot links. He wasn't able to go to the locations, but he did look at Google and saw they were built about 3 or 4 years ago. That one was done in stages. He never saw spillage of cars on Google Earth maps. He didn't think parking would be an issue as it is shown. Maybe they will have two-sided parking on the streets, but that was not an issue for him. Regarding the fence, it sounded like there was a case for the wood. He didn't have an issue as long as it is durable. It sounds like it is, given COMMISSIONER GASKILL's personal testimony where didn't have to maintain it much in 35 years. The brickwork on the front façade looks great and is the better value for the dollar than on the rear façade with the garages. He would rather keep the brickwork on the front with the siding on the small portions along the garages. He appreciated the Petitioner providing a construction schedule. He feels this is a good project that fits the community. It will be attractive to potential residents. He asked if anyone from the public wished to speak. Hearing none, he asked Staff to review the Standards. Before Staff could review the Standards, he requested a motion to close the public hearing. Motion made by COMMISSIONER GASKILL, seconded by COMMISSIONER SHAW. CHAIRMAN GRAY requested a voice vote asking if any were opposed to the motion; hearing none, he declared the motion carried.

CHAIRMAN GRAY asked for the standards.

Dan Ritter, Planning Manager, provided the standards.

There were three motions for this item.

Motion 1-Map Amendment/Rezoning:

COMMISSIONER SHAW made a motion to recommend that the Village Board grant the Petitioner, DR Horton Inc - Midwest, a Map Amendment (rezoning) of the property generally located at the southeast corner of Ridgeland Ave. & Oak Forest Ave (excluding 17201 Ridgeland Ave) from the existing ORI (Office and Restricted Industrial)) zoning district to the R-5 (Low-Density Residential) zoning district, and adopt the Findings of Fact as proposed in the December 16, 2021 Staff Report.

Motion seconded by COMMISSIONER TRUXAL. Vote taken by Roll Call; all in favor. CHAIRMAN GRAY declared the motion carried.

Motion 2-Special Use for Preliminary PUD Approval:

COMMISSIONER MANI made a motion to recommend that the Village Board grant a Special Use Permit to the Petitioner, DR Horton Inc - Midwest, for Preliminary Planned Unit Development Approval for the Oak Ridge Subdivision located at the southeast corner of Ridgeland Ave. & Oak Forest Ave (excluding 17201 Ridgeland

Ave), to be zoned R-5 (Low-Density Residential) and developed with 81 detached single-family and 162 attached single-family units, in accordance with all plans/documents submitted and listed herein and adopt the Findings of Fact as proposed and following seven conditions as listed in the December 16, 2021 Staff Report:

- 1. The PUD exceptions and restrictions from the Zoning Ordinance, as listed in the staff report, shall be included within the Preliminary and Final PUD ordinance documents.
- 2. Final PUD and Plat Approval is required and shall be in substantial compliance with the plans, documents, findings, conditions, discussion, and agreements determined as part of the Preliminary PUD approval.
- 3. Final conditions, covenants, and restrictions (CC&Rs) shall be submitted outlining ownership and association responsibilities.
- 4. A Special Service Area (SSA) shall be established over the development at the time of Final Approval.
- 5. The public park design and layout shall be finalized at final approval. The timeline of completion and acceptance shall be agreed upon with the Tinley Park Park District.
- 6. A cash-in-lieu payment for the sidewalks on Ridgeland Ave and Oak Forest Ave be submitted prior to issuance of any permits. The payment is currently estimated by the engineer at \$82,279 but is subject to changes related to increases in construction or material cost.
- 7. Final approval is subject to final engineering review and approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Cook County DOT, MWRD, and IEPA.

Motion seconded by COMMISSIONER TRUXAL. Vote taken by Roll Call; all in favor. CHAIRMAN GRAY declared the motion carried.

Motion 3-Preliminary Plat Approval:

COMMISSIONER TRUXAL made a motion to recommend that the Village Board grant approval to the Petitioner, DR Horton Inc – Midwest, Preliminary PUD Plat Approval for the Oak Ridge Subdivision in accordance with the Preliminary Plat submitted (dated December 7, 2021), subject to the condition that the approval is subject to the review and approval by the Village Engineer and Village Attorney.

Motion seconded by COMMISSIONER SHAW. Vote taken by Roll Call; all in favor. CHAIRMAN GRAY declared the motion carried.

CHAIRMAN GRAY noted this will go to the Village Board. He asked Staff to confirm if this will happen on Tuesday, January 4th, 2022.

Dan Ritter responded yes and that he will follow-up with the petitioner on how to attend.



Date: December 14, 2021

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Purchase of Computers and Software for Police Department Vehicles

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

<u>Description:</u> Approve the purchase of twenty (20) laptops, five (5) year bumper-to-bumper warranty, 20 vehicle docking stations, and ten (10) instances of required 911 dispatch software.

Background: The Police utilize a pool of 38 laptops for their fleet of 65 vehicles. Several units in this pool are reaching end of useful life and their performance is below an acceptable standard. An RFP was released in June 2021 for the Fire department which provided a competitive comparison between 7 vendors and proposals. The laptop product Getac provided by the vendor Heartland Business Systems was chosen as the winning solution from this RFP based on cost, specifications and vendor's experience with similar projects.

All laptops used in police vehicles must also communicate with the 911 dispatch system software suite. This software provided by Central Square enables officers to receive via computer aided dispatch (CAD) the details of 911 calls, allows them to lookup information about individuals via the criminal justice information system, provides a terminal to enter information about calls for service and many other state required information.

This purchase of these laptops will expand the number available to a total of 48 units, a net gain of 10.

The Heartland Business Systems quote consists of 20 Getac S410 laptops with a 4G LTE cellular capability, 5 year bumper-to-bumper warranty, a Havis vehicle dock and the appropriate power cables.

The Central Square quote consists of the various software applications needed on the 10 net new laptops.

Police Department Systems (PDS) will install the new computer solution in all 20 of the vehicles. PDS is a local Tinley Park business and has previously installed fleet wide vehicle infrastructure with the Village and is a sole source provider of these services.

The following is a pricing breakdown of all equipment and software.



Description	Vendor	Unit Cost	Qty	Line Cost
	Heartland Business			
Getac S410 Laptop	Systems	2,643.11	20	52,862.20
	Heartland Business			
Havis S410 Docks	Systems	767.76	20	15,355.20
	Heartland Business			
5 Year S410 Warranty	Systems	763.67	20	15,273.40
	Heartland Business			
Vehicle Power Adapter	Systems	93.08	20	1,861.60
ONESolution MCT Client AVL License Fee	Central Square	100	10	1,000
ONESolution MCT Client-Digital Dispatch License				
Fee	Central Square	800	10	8,000
ONESolution MFR Client License Fee	Central Square	800	10	8,000
ONESolution MFR Client-Accident Reporting				
License Fee	Central Square	400	10	4,000
ONESolution MFR Client-Arrest License Fee	Central Square	300	10	3,000
ONESolution MFR Client-Daily Activity License Fee	Central Square	200	10	2,000
ONESolution MFR Client-Racial Profiling License				
Fee	Central Square	200	10	2,000
				113,352.40

<u>Budget/Finance</u>: Funding is budgeted and available in the approved FY22 budget via funds allocated for the Police Computer Replacement project and Capital Computer Equipment line items.

<u>Staff Direction Request:</u> Award the purchase of computers with five (5) year warranty and docking station equipment for Police vehicles to Heartland Business Systems with the cost of \$85,352.40 and award the purchase of OneSolution software to Central Square with the cost of \$28,000.

Attachments:

- 1. Best and final price offering from Heartland Business Systems
- 2. Best and final price offering from Central Square



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-004

A RESOLUTION APPROVING THE PURCHASE OF COMPUTERS AND SOFTWARE FOR POLICE DEPARTMENT VEHICLES FROM HEARTLAND BUSINESS SYSTEMS AND CENTRAL SQUARE IN THE AMOUNT OF \$105,975.60

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

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

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

RESOLUTION NO. 2022-R-004

A RESOLUTION APPROVING THE PURCHASE OF COMPUTERS AND SOFTWARE FOR POLICE DEPARTMENT VEHICLES FROM HEARTLAND BUSINESS SYSTEMS AND CENTRAL SQUARE IN THE AMOUNT OF \$105,975.60

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a proposal with Heartland Business Systems, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract 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 Contract.

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

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

on when the court of the court	
AYES:	
NAYS:	
ABSENT:	
APPROVED this 4 th day of January, 2022	2, by the President of the Village of Tinley Park.
ATTEST:	Village President

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-004, "A RESOLUTION APPROVING THE PURCHASE OF COMPUTERS AND SOFTWARE FOR POLICE DEPARTMENT VEHICLES FROM HEARTLAND BUSINESS SYSTEMS AND CENTRAL SQUARE IN THE AMOUNT OF \$105,975.60," which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 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 January, 2022.

VILLAGE CLERK	



Getac S410S G4 - Qty 20

Prepared For: Prepared By:

Anthony Ardolino 16250 S. Oak Park Ave Tinely Park, IL 60477

Village of Tinley Park

(708) 444-5000 aardolino@tinleypark.org

Chicago Illinois Office

Mike Carroll

5400 Patton Drive Suite 4B

Lisle, IL 60532

608-444-7994 mcarroll@hbs.net

Quote #263431 v4

Date Issued:

12.28.2021 **Expires:**

01.28.2022

Getac S410 G4 w/F	Pass-through for external antenna	Price	Qty	Ext. Price
SP2QTAQASCXX	GETAC: S410G4 Basic -i5-1135G7, W/ Hello Webcam+ HF RFID, WIN10 Pro,16G, 256GB PCle SSD (main storage), SR (Full HD LCD+TS+ Stylus),Membrane Backlit KBD, WIFI+BT+4G LTE (EM7511) w/ integrated GPS / Glonass+Passthru, Thunderbolt 4, HDMI, RJ45, 3YLimWty	\$2,643.11	20	\$52,862.20
GE-SVSRNFX5Y	Getac Bumper-to-Bumper - 5 Year Extended Warranty - Warranty - Maintenance - Parts & Labor - Physical Service	\$763.67	20	\$15,273.40
GAD2X8	Getac Vehicle Adapter - 12 V DC, 24 V DC Input	\$93.08	20	\$1,861.60
OHHGTC6193	Getac Docking Station - for Notebook - Docking	\$767.76	20	\$15,355.20
		Subtotal		\$85,352.40

Quote Summary	Amount
Getac S410 G4 w/Pass-through for external antenna	\$85,352.40
Total:	\$85,352.40

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs or the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance		
Chicago Illinois Office	Village of Tinley Park	
Mike Carroll		
	Signature / Name	Initials
Mike Carroll Signature / Name 12/28/2021	Signature / Name	Initials

Quote #263431 v4 Page: 1 of 1



SALES ORDER PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Tinley Park Police Department, IL ("Client") and Superion, LLC, a CentralSquare Technologies company, as successor in interest to SunGard Public Sector Inc. ("Superion") and shall be effective as of the date of the last signature herein.

Quote Number: Q-74931 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Software

100% due upon execution of this Sales Order

Annual Maintenance

100% due one year upon contract execution

Payment due in full 30 days from date of invoice. Annual Maintenance is subject to a 5% annual increase.

<u>Master Agreement.</u> This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License and Services Agreement; Contract No. 121284 dated and signed December 18th, 2012 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

<u>Purchase Order.</u> Customer may provide Superion with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to Superion shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay Superion in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

Superion, LLC	Tinley Park Police Department, IL
1000 Business Center Dr. Lake Mary, FL 32746	16250 S. Oak Park Avenue Tinley Park, IL 60477
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Exhibit A

(Attached)



Quote prepared on: 9e | 259 December 14, 2021 Quote prepared by: Jodi Hartz

Quote #: Q-74931

Primary Quoted Solution: ONESolution PS Quote expires on: December 31, 2021

Quote prepared for:
Anthony Ardolino
Tinley Park Police Department
16250 S. Oak Park Avenue
Tinley Park, IL 60477
708-532-9111

jodi.hartz@centralsquare.com

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution MCT Client AVL License License Fee	10	100.00	1,000.00
ONESolution MCT Client-Digital Dispatch License Fee	10	800.00	8,000.00
ONESolution MFR Client License Fee	10	800.00	8,000.00
ONESolution MFR Client-Accident Reporting License Fee	10	400.00	4,000.00
ONESolution MFR Client-Arrest License Fee	10	300.00	3,000.00
ONESolution MFR Client-Daily Activity License Fee	10	200.00	2,000.00
ONESolution MFR Client-Racial Profiling License Fee	10	200.00	2,000.00
		Software Total	28,000.00 USD

QUOTE SUMMARY

Software Subtotal 28,000.00 USD



Quote prepared on: Page | 260

December 14, 2021

Quote prepared by:

Jodi Hartz

jodi.hartz@centralsquare.com

Quote Total

28,000.00 USD

WHAT ARE THE RECURRING FEES?

ТҮРЕ	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	5,600.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

Quote prepared on Page | 261

December 14, 2021

Quote prepared by:

Jodi Hartz

jodi.hartz@centralsquare.com

PURCHASE ORDER INFORMATION	
Is a Purchase Order (PO) required for the purchase	e or payment of the products on this Quote Form? (Customer to complete)
Yes [] No []	
Customer's purchase order terms will be governed such, are void and will have no legal effect.	by the parties' existing mutually executed agreement, or in the absence of
PO Number:	
Initials:	



Date: December 27, 2021

To: Pat Carr – Village Manager

Hannah Lipman – Asst. Village Manager John Urbanski, Public Works Director

From: Colby Zemaitis, PE, CFM – Asst. Public Works Director

Subject: Contract Award LaGrange Road Sewer, Water Main Extension and Lift Station 20

Presented for January 4, 2022 Committee of the Whole/Village Board Meeting consideration and possible action:

<u>Description:</u> Project consists of the construction of a new lift station including grading, new access driveway, landscaping, approximately 600 lineal feet of 6" force main, 3200 lineal feet of 12" watermain, 2000 lineal feet of 15" sanitary sewer and other miscellaneous items of work.

Nine (9) bids were received and publicly read on December 22, 2021. A bid alternate was included and selected in order to construct the higher quality and cosmetically pleasing building that will match the previously constructed lift station buildings in the Village. The bid results are below and the bid tab is attached. The lowest, responsible bidder was Steve Spiess Construction, Inc. in the amount of \$2,012,169.60.

<u>Contractor</u>	Location	Base Bid Total	Alternate Bid Total
Steve Spiess Construction, Inc.	Frankfort, IL	\$1,943,599.60	\$2,012,169.60
Airy's Inc.	Joliet, IL	\$1,990,000.00	\$2,079,132.00
Austin Tyler Construction, Inc.	Elwood, IL	\$2,052,639.30	\$2,129,639.30
M & J Underground	Monee, IL	\$2,257,137.00	\$2,324,163.24
D Construction	Coal City, IL	\$2,348,907.10	\$2,428,907.10
H. Linden & Sons	Plano, IL	\$2,793,920.00	\$2,768,920.00
Swallow Construction	Chicago, IL	\$2,800,780.00	\$2,853,330.00
Trine Construction Corp.	St Charles, IL	\$2,914,130.30	\$2,979,292.30
John Burns Construction Co.	Orland Park, IL	\$3,564,059.50	\$3,496,059.50
Engineer's Estimate		\$2,790,000.00	

Budget / Finance: Funding is budgeted for in the FY22 Capital Improvement Budget.

Budget Available	\$2,500,000.00
Lowest Responsible Bidder	\$2,012,169.60
Contingency Amount	\$387,830.40
Difference (Under Budget)	\$100,000.00

Staff Direction Request:

- 1. Approve low bid and award the project to Steve Spiess Construction, Inc in the amount of \$2,012,169.60.
- 2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated December 22, 2021.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2022-R-005

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR THE LAGRANGE ROAD SEWER, WATER MAIN EXTENSION AND LIFT STATION 20 (183RD & OLD LAGRANGE ROAD)

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

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

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

VILLAGE OF TINLEY...

RESOLUTION NO. 2022-R-005

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR THE LAGRANGE ROAD SEWER, WATER MAIN EXTENSION AND LIFT STATION 20 (183RD & OLD LAGRANGE ROAD).

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Steve Spiess Construction, Inc, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

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

AYES:				
NAYS:				
ABSENT:				
			Village President	
ATTEST:				
				
	Village Clerk			

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-005, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STEVE SPIESS CONSTRUCTION, INC. FOR THE LAGRANGE ROAD SEWER, WATER MAIN EXTENSION AND LIFT STATION 20 (183RD & OLD LAGRANGE ROAD)" which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 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 January, 2022.

KRISTIN A. THIRION, VILLAGE CLERK

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT