

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 17, 2023, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:30 PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR
VILLAGE BOARD MEETING HELD ON DECEMBER 20, 2022.

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

COMMENTS: _____

ITEM #3

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING TINLEY PARK
RESIDENT ANGELA SARLAS FOR HER SELECTION AS AN ABRAHAM
LINCOLN CIVIC ENGAGEMENT AWARD RECIPIENT AND INDUCTION
AS STUDENT LAUREATE INTO THE LINCOLN ACADEMY OF
ILLINOIS - **President Glotz**

ACTION: Discussion: Consider a Proclamation recognizing Tinley Park resident Angela
Sarlas for her selection as an Abraham Lincoln Civic Engagement Award
recipient and her induction as Student Laureate into the Lincoln Academy of
Illinois.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER A PROCLAMATION RECOGNIZING TINLEY PARK RESIDENT JOHN SURUFKA'S CELEBRATION OF HIS 100TH BIRTHDAY, HIS SELFLESS SERVICE TO THIS NATION, AND HIS DEDICATION TO THE RESIDENTS OF THE VILLAGE OF TINLEY PARK
- President Glotz

ACTION: Discussion: Consider a Proclamation recognizing Tinley Park resident John Surufka's celebration of his 100th birthday, his selfless service to this nation, and his dedication to the residents of the Village of Tinley Park.

COMMENTS:

ITEM #5

SUBJECT: RECEIVE PRESENTATIONS OF THE TINLEY PARK BUSINESS SPOTLIGHT - THEORY PHYSICAL THERAPY AND CRUMBL COOKIES
- President Glotz & Clerk O'Connor

ACTION: Discussion:

- Theory Physical Therapy is therapist-owned and provides patients with one-on-one, personalized care. We are pleased to welcome Dena Tadros, owner of Theory Physical Therapy.
- Crumbl Cookies bakes hand-sized cookies in-house from scratch and features a rotating menu of 6 gourmet cookie selections to savor each week. Please join me in welcoming Derek Hincks, owner of Crumbl Cookies.

COMMENTS:

ITEM #6

SUBJECT: CONSIDER APPOINTING MICHAEL HASKINS TO THE POSITION OF 911 DISPATCHER - President Glotz

ACTION: Discussion: Michael has served in various public safety roles in fire, police, EMA, and dispatching. He has nearly 20 years of experience dispatching both emergency and non-emergency calls in call centers responsible for multiple agencies in the Chicago southland area. Michael has received numerous training certifications including LEADS, Emergency Medical Dispatcher, Tactical Dispatching, and NIMS Training. **Consider appointing Michael Haskins to the position of 911 Dispatcher effective January 22, 2023**

COMMENTS:

ITEM #7

SUBJECT: CONSIDER APPOINTING DANIEL RITTER TO THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR - **President Glotz**

ACTION: Discussion: Dan Ritter has been a critical member of the Community Development Department over the last four (4) years, most recently serving as Interim Community Development Director. He has demonstrated his depth of knowledge, ability to manage complex projects, and makes well informed decisions. He shows great initiative and provides a level of customer service that goes beyond technical assistance to working with residents and businesses to help them achieve their goals. Dan has nearly 14 years of directly related experience and is an AICP certified planner. He holds a Bachelors of Arts in Urban and Regional Planning and a Masters of Public Administration. Dan is recommended for promotion. **Consider appointing Daniel Ritter to the position of Community Development Director effective January 18, 2023.**

COMMENTS: _____

ITEM #8

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2023-R-006 AWARDING A CONTRACT FOR THE JULY INDEPENDENCE DAY EVENT.
- B. CONSIDER ADOPTING RESOLUTION 2023-R-001 APPROVING A CONTRACT FOR ONLINE E-TICKET PAYMENT PROCESSING WITH PAYMENTUS.
- C. CONSIDER ADOPTING RESOLUTION NUMBER 2023-R-002 APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND SABRE INDUSTRIES FOR A 110' SABRE MONOPOLE FOR POST #20 (LOYOLA) LIFT STATION IN THE AMOUNT OF \$45,500.
- D. CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6707 175TH STREET, TO CONDUCT A RAFFLE THROUGH SUNDAY, FEBRUARY 12, 2023, WITH THE MAXIMUM VALUE OF THE PRICE NOT TO EXCEED \$250,000. WINNERS WILL BE DRAWN AT SIP WINE BAR, 17424 OAK PARK AVENUE, ON FEBRUARY 12, 2023.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$6,394,911.89 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 23 AND DECEMBER 30, 2022, AND JANUARY 6 AND JANUARY 13, 2023.

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

COMMENTS: _____

ITEM #9

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-002 AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES - **President Glotz**

ACTION: Discussion: Due to recent closures and/or changes within existing establishments, the following changes to the permitted numbers of liquor licenses are proposed:

- Pad Thai Restaurant (closure): Reduction of one Class EV license
- Avocado Theory (menu change): Reduction of one Class E license

This Ordinance is eligible for adoption.

COMMENTS: _____

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2022-O-085 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7) TO PERMIT A RANCH TOWNHOME MODEL - **Trustee Mueller**

ACTION: Discussion: Inter-Continental Real Estate & Development Corporation requests a Special Use for a Substantial Deviation from the Odyssey Club Planned Unit Development. The approval allows for a second model type to be constructed at Olympus Drive and Apollo Court, known as Odyssey Club Phase 7, and located within the R-5 PD (Low Density Residential, Odyssey Club PUD) zoning district. The request allows for a ranch townhome in addition to the previously approved two-story model. The Plan Commission held a Public Hearing on November 17, 2022 and voted 8-0 to recommend approval of the Special Use in accordance with the listed plans, recommended conditions, and Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #11

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-001 GRANTING A VARIATION TO PERMIT A CORNER FENCE IN A SECONDARY FRONT YARD FOR PROPERTY LOCATED AT 7800 JOLIET DRIVE NORTH - **Trustee Mueller**

ACTION: Discussion: The Petitioner is seeking a Variation from the Zoning Ordinance to permit a 6-foot high open-style fence to encroach up to 17 feet five inches (17'-5") into the required secondary front yard of their property, where the fence was installed in error. The Plan Commission held a Public Hearing on December 1, 2022 and voted 1-6 recommending denial of the requested Variation in accordance with plans and amended findings of fact. The Commission subsequently voted 7-0 on an alternative motion recommending approval to allow the six-foot open style fence to encroach ten feet into the secondary front yard. The Village Board directed staff to write the Ordinance per the Petitioner's request at first reading on December 20, 2022 meeting. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #12

SUBJECT: CONSIDER ORDINANCE 2023-O-003 AMENDING THE TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING MASSAGE USE ESTABLISHMENTS - **Trustee Mueller**

ACTION: Discussion: The proposed text amendment will make changes to the zoning regulations to define massage use establishments and require them to be special uses in the B-1 through B-4 and Legacy zoning districts. The Plan Commission held a Public Hearing on January 5, 2023 and voted 7-0 recommending the proposed text amendments for approval to the Village Board. **This Ordinance is eligible for first reading.**

COMMENTS: _____

ITEM #13

SUBJECT: CONSIDER ADOPTING ORDINANCE 2023-O-004 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE PARK PLACE PLANNED UNIT DEVELOPMENT (PUD) FOR PETE’S FRESH MARKET - **Trustee Mueller**

ACTION: Discussion: The Petitioner seeks a Special Use for a Substantial Deviation from the PUD to allow for an extended completion deadline for the Pete’s Fresh Market grocery store and attached retail space to May 15, 2024 and for site changes that allow for the future development of an outlot by Chick-fil-A. The Plan Commission held a Public Hearing on January 5, 2023 and voted 8-0 to recommend approval of the Special Use in accordance with the listed plans and drafted Findings of Fact in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS: _____

ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-005 APPROVING THE FIRST AMENDMENT TO THE A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD & HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE (PETE'S FRESH MARKET) - **Trustee Mueller**

ACTION: Discussion: The Petitioner was approved for a redevelopment agreement on July 20, 2021, that included certain TIF incentives. The original agreement included a requirement for project completion (including opening of the grocery store) by the end of 2022. The site is currently under construction and a requested extension of the completion date to May 15, 2024, has been requested. The delay is due to unforeseen circumstances related to Covid-19, supply chain issues, and accommodating site changes for Chick-fil-a to occupy an outlot. This item was reviewed at the Committee of the Whole held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #15

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-003 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STRUCTURED SOLUTIONS FOR THE SANITARY SEWER REHABILITATION PROGRAM - **Trustee Mahoney**

ACTION: Discussion: This project consists of cured-in-place pipe (CIPP) lining of approximately thirty-three hundred (3,300) linear feet of 8” sanitary sewer and epoxy lining eight hundred sixty (860) vertical feet of sanitary sewer structures. The project will take place in the Tinley Heights subdivision between 167th Street and 170th Place, Harlem Avenue to Oleander Avenue.

Consider awarding a contract to Structured Solutions in the amount of \$513,610. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #16

SUBJECT: CONSIDER ADOPTING RESOLUTION 2023-R-004 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND UTILITY DYNAMICS CORPORATION FOR THE LED STREET LIGHTING REPLACEMENT - ODYSSEY PROJECT - **Trustee Mahoney**

ACTION: Discussion: Public Works has been upgrading existing High-Pressure Sodium/Metal Halide/Mercury streetlights to LED streetlights throughout the Village since Fiscal Year 2017 and for this phase staff recommends all of the streetlights and infrastructure in the Odyssey Golf Club Subdivision be upgraded as well. Due to deficits of the existing infrastructure, purchase will also consist of all applicable labor and materials to replace streetlight poles, and fixtures.

Consider awarding a contract to Utility Dynamics Corporation in the amount of \$553,418. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Resolution is eligible for adoption.**

COMMENTS: _____

ITEM #17

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #18

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #19

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #20

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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

ADJOURNMENT

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

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on December 20, 2022. President Glotz called this meeting to order at 6:35 p.m.

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

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

Village President:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady William A. Brennan Diane M. Galante Dennis P. Mahoney Michael G. Mueller Colleen M. Sullivan
Absent:	
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Paul O'Grady

Motion was made by Trustee Mueller, seconded by Trustee Brennan 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 Mahoney, seconded by Trustee Sullivan to approve and place on file the minutes of the regular Village Board Meeting held on December 6, 2022. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- Scott B Roofing, 7309 Duvan Drive

At this time a presentation was made by Chairman Dr. Cornel Darden Jr., on behalf of **THE SOUTHLAND BLACK CHAMBER OF COMMERCE HONORING MAYOR MICHAEL GLOTZ AS THE SOUTHLAND BLACK CHAMBER OF COMMERCE 2022 MAYOR OF THE YEAR**. 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 **RECOGNIZE THE TINLEY PARK BULLDOGS VARSITY CHEERLEADERS FOR THEIR ICA STATE COMPETITION FIRST-PLACE AWARD**. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Sullivan to appoint **JOSEPH STEVENSON TO THE POSITION OF DIESEL MECHANIC**. Joseph has over eight (8) years of mechanical experience on a variety of equipment and most recently performing maintenance and repairs on heavy machinery, tractors/trailers, and other motor vehicles diagnosing and repairing malfunctions in complete mechanical systems. He has completed 1,350 hours of training with Universal Technical Institute. Joseph currently holds a Class A CDL license with tanker endorsement. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Mueller to appoint **JENNIFER STALEY TO THE POSITION OF TELECOMMUNICATIONS SUPERVISOR**. Jennifer joined the Village in 2002 as a part-time Telecommunicator, transitioned to full-time in 2006, and then was promoted to a Lead Telecommunicator position in 2009. With 20 years of experience in the Telecommunications center, Jennifer has served as the backup to the director for 911 Center operations, she has taken on various projects focusing on making improvements in operations and takes a very professional approach to managing staff and the job demands. It is recommended that Jennifer is promoted to the position of Telecommunications Supervisor. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- A. CONSIDER ADOPTING RESOLUTION 2022-R-143 APPROVING A CONTRACT FOR 24 MONTHS OF INTERNET SERVICES WITH AT&T IN THE AMOUNT OF \$29,126.40.
- B. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,715,001.00 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 9 AND DECEMBER 16, 2022.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to continue **ORDINANCE 2022-O-085 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7) TO PERMIT A RANCH TOWNHOME MODEL** to January 17, 2022, Village Board meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan to place on first reading **ORDINANCE 2023-O-001 GRANTING A VARIATION TO PERMIT A CORNER FENCE IN A SECONDARY FRONT YARD FOR PROPERTY LOCATED AT 7800 JOLIET DRIVE NORTH**. The Petitioner is seeking a Variation from the Zoning Ordinance to permit a 6-foot high open-style fence to encroach up to 17 feet five inches (17'-5") into the required secondary front yard of their property located in the R-2 PD (Single-Family Residential, Bristol Park PUD) zoning district. The fence had been installed in error at the

wrong location by the Petitioner. The Plan Commission held a Public Hearing on December 1, 2022, and voted 1-6 recommended denial of the requested Variation in accordance with plans and amended findings of fact. The eastern neighbor opposed this request, and it was noted the hardship was caused by the Petitioner.

The Commission subsequently voted 7-0 on an alternative motion recommending approval to allow the six-foot-open style fence to encroach ten feet into the 30-foot required secondary front yard. This option would allow the reuse of the fence material but require it to be moved back where it was permitted.

Trustee Mueller stated that he prefers the petitioner keep the fence as it is at the present time (encroachment up to 17 feet five inches (17'-5") into the required secondary front yard), rather than move it to the ten feet encroachment into the 30-foot required secondary front yard (Plan Commission's suggested option). Building Official Michael Coleman stated there is no problem with the current installation. President Glotz noted that this item is up for first reading at this meeting and suggested that Board members reach out to staff with any questions on this variation prior to the January 17th, 2023 Village Board meeting. He also noted that this item requires a 2/3 vote by the Village Board to override the Plan Commission's recommendation to deny. Vote by voice call. President Glotz declared the motion carried.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2022-O-099 AMENDING TITLE III, CHAPTER 30, SECTION 40 (30.40) OF THE TINLEY PARK MUNICIPAL CODE ENTITLED "STANDING COMMITTEES"**. In 2017 changes were made to the standing committee structure resulting in the Licensing Committee being removed from the Village Code of Ordinances.

This Ordinance will reinstate the Licensing Committee allowing the Village to enforce the laws and regulations surrounding business licensing with assigned powers to revoke business licenses when the need arises.

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

Motion was made by Trustee Mueller, seconded by Trustee Mahoney to adopt and place on file **ORDINANCE 2022-O-100 AMENDING CERTAIN VACATION BENEFITS**. A re-review of Ordinance 2022-O-052 focused on vacation benefits for employees transitioning from part-time to full-time status has been completed. It has been identified that the long-standing policy of recognizing an employee's full-time hire date for purposes of vacation benefits has adversely impacted committed long-term, part-time employees eligible for promotion to full-time status. It is recommended that if a part-time employee has earned part-time vacation benefits under Section 6.7 Part-Time Vacation Benefits, recognition for years of service for full-time vacation benefits shall be based on the original part-time hire date. This item was discussed at the Committee of the Whole held prior to this meeting.

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

Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to adopt and place on file **ORDINANCE 2022-O-101 AMENDING THE PAY SCALES AND FRINGE BENEFITS ESTABLISHED FOR THE FISCAL YEAR ENDING APRIL 30, 2023**. It is recommended that specific position updates are made to the current pay scale and fringe benefit pay for the fiscal year ending April 30,

2023. This item was discussed at the Committee of the Whole held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Galante to adopt and place on file **RESOLUTION 2022-R-144 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY'S INC. FOR THE LAGRANGE ROAD WATER MAIN EXTENSION.** The project consists of installing water main, valves, and fire hydrants on the east side of LaGrange Road where there is not a water main currently. The existing water main on the future booster station property will also be relocated and lowered as part of this project. This contract award to Airy's Inc. is in the amount of \$1,452,000. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **ORDINANCE 2022-O-098 APPROVING A JURISDICTIONAL TRANSFER WITH COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR THE 175TH STREET RECONSTRUCTION PROJECT.** The Village has been presented a Jurisdictional Transfer (JT) from the Cook County Department of Transportation and Highways (CCDOH) for the reconstruction of 175th Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175th Street to Oak Forest Avenue and Oak Forest Avenue to 1,000 feet east of Ridgeland Avenue. The Village also requested to include the installation, upgrade, and/or relocation of water main, force main, sanitary sewer, street lighting and landscaping, including but not limited to the upgrade of the traffic signals and installation of street lighting. The Jurisdictional Transfer with CCDOH is for the 175th Street reconstruction project. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Sullivan to adopt and place on file **ADOPTING RESOLUTION 2022-R-145 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CHRISTOPHER B. BURKE ENGINEERING LTD. FOR THE HELIPAD IMPROVEMENTS - DRY UTILITY COORDINATION SUPPLEMENT #1.** The professional services agreement award is for Supplement #1 to the Helistop Improvements, Dry Utility Coordination, Engineering Services Agreement to incorporate the electrical service feed into the scope of work. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Glotz asked if there were any comments from members of the Board or public. There were none. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady to adopt and place on file **RESOLUTION 2022-R-146 PROVIDING FOR AND AUTHORIZING LANDING RIGHTS TO SANTA CLAUS IN THE VILLAGE OF TINLEY PARK.** This Resolution allows 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.

Meeting of the Board of Trustees – Minutes**December 20, 2022****5**

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

President Glotz thanked the Village Board and Staff for their teamwork and wonderful year and looks forward to a successful New Year. President Glotz stated that he and Clerk O'Connor have been working with Village Staff to eliminate the Vehicle Sticker program.

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

Clerk O'Connor commented on the Vehicle Sticker Program. She noted that many surrounding communities have already eliminated this program. She stated that by eliminating the Vehicle Sticker program citizens would have cost savings. She also stated that the revenue received with this program has declined in past years, and she would not like to see our Police Officers enforcing this program but spending their time on other matters. There are a few more items to work out with this program before it is eliminate but the hope is that it will be eliminated in the coming year. She wished everyone a Merry Christmas and Happy New Year.

Trustee Brady commented on how nice the holiday lights look on the Village Hall.

Trustee Mueller wished everyone well and asked everyone to watch out for their families and neighbors during flu season.

Trustee Sullivan wished everyone a Merry Christmas and Happy New Year. She also stated that she is in support of eliminating the Vehicle Sticker Program.

Trustee Brennan voiced his support of eliminating the Vehicle Sticker Program.

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

Village Resident Mary Murphy asked the Board to consider improving they 911 service for mental health calls. She commented on the program Orland Park, Orland Hills, Midlothian, Oak Forest, Palos Park, and Park Heights have with Trinity Services. She then explained issues her family has had with public safety.

Motion was made by Trustee Mueller, seconded by Trustee Brady to adjourn the Village Board meeting at 7:34 p.m. Vote on roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

APPROVED:

Village President

ATTEST:

Village Clerk

Tinley Park



Proclamation

RECOGNIZING

Angela sarlas FOR HER selection as an Abraham Lincoln Civic Engagement award recipient and her induction as student laureate into the Lincoln academy of Illinois

WHEREAS, Tinley Park resident Angela Sarlas was chosen as a Lincoln Academy of Illinois Student Laureate for her leadership and service in pursuit of the betterment of humanity as well as her overall excellence in curricular and extra-curricular activities; and

WHEREAS, Ms. Sarlas, as Student Laureate, is a recipient of the prestigious Abraham Lincoln Civic Engagement Award, which was presented to her by the Governor of the State of Illinois; and

WHEREAS, Ms. Sarlas has served as Vice President of Communication for the St. Xavier Student Government Association and a member of the Student Nurses Association, and

WHEREAS, Ms. Sarlas plans to attend law school to study public policy and foreign affairs, with the eventual goal of leveraging her medical and legal studies and experience to pursue a career with the United Nations;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that Angela Sarlas be celebrated for her academic accomplishments, advocacy for positive change in healthcare outcomes, and passion for civic engagement.

APPROVED this 17th day of January 2023.

Michael W. Glotz, Village President

ATTEST:

Nancy M. O'Connor, Village Clerk

Tinley Park



Proclamation

recognizing

John Surufka’s celebration of his 100th birthday, his selfless service to this nation, and his dedication to the residents of the village of Tinley park

WHEREAS, Tinley Park resident John Surufka was born on January 10th, 1923, and achieved centenarian status this past January 10th, 2023; and

WHEREAS, Mr. Surufka is a World War II Veteran, having served overseas with distinction and awarded the Purple Heart medal for wounds received in action during the invasion of Germany;

WHEREAS, Mr. Surufka volunteered for 17 years in the St. George Children’s Garden to work several hours per week maintaining plants, instructing students and their families in the art of gardening, and harvesting produce to be donated to the Tinley Park Food Pantry;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, that January 10th be designated as “John Surufka Day” in sincere appreciation of his selfless service to this nation and the residents of the Village of Tinley Park.

APPROVED this 17th day of January 2023.

Michael W. Glotz, Village President

ATTEST:

Nancy M. O’Connor, Village Clerk

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor

CONSIDER THE APPOINTMENT OF:

MICHAEL HASKINS - 911 DISPATCHER

DANIEL RITTER - COMMUNITY DEVELOPMENT DIRECTOR

President Glotz

**Interoffice****Memo**

Date: *February 10, 2021*

To: **Committee of the Whole**

From: **Donna Framke, Marketing Director**

Subject: *July 3rd Independence Day event*

The Fourth of July falls on a Tuesday in 2023. Monday, July 3rd presents an opportunity to add an event to the Village's summer lineup which offers the community an occasion to come together in a festive atmosphere and celebrate the country's independence the evening prior to the holiday.

We are proposing that the Village host an old-fashioned picnic/community festival in the northwest lot of the 80th Avenue train station starting at 5:30pm on Monday, July 3rd. The event would feature a picnic atmosphere with food vendors, contests (e.g., water balloon toss, pie eating and/or hot dog eating), bounce houses, kid's activities and music (performed by Brass from the Past). The evening would culminate with a fireworks display shot off from the southeast lot of the Metra station at sundown.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2022-R-006

**A RESOLUTION APPROVING A CONTRACT FOR THE
JULY INDEPENDENCE DAY EVENT (MAD BOMBER)**

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

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

RESOLUTION NO. 2022-R-006**A RESOLUTION APPROVING A CONTRACT FOR THE
JULY INDEPENDENCE DAY EVENT (MAD BOMBER)**

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 Mad Bomber Fireworks Productions, 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 17th day of January, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of January, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT FOR THE JULY INDEPENDENCE DAY EVENT (MAD BOMBER)

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-006, “**A RESOLUTION APPROVING A CONTRACT FOR THE JULY INDEPENDENCE DAY EVENT (MAD BOMBER)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January, 2023.

VILLAGE CLERK

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK 3999 E HUPP RD R-3-1 LAPORTE, IN 46350

PHONE (219) 393-5051

Toll Free (877) MAD-BOMB

FAX (219)393-3177

TINLEY PARK 50

PROPOSAL

JULY 3, 2023

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR FIREWORKS SHOW TO BE PRESENTED FOR INDEPENDENCE DAY.

FIREWORKS SHOW Choreographed to Music	\$50,000.00
PROFESSIONAL PRESENTATION	INCLUDED
\$10,000,000 LIABILITY INSURANCE	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$50,000.00

Mad Bomber Fireworks will also supply the following:

1. We will secure all permits.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry \$5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Haul hazmat material in a properly placarded vehicle.

Randall McCasland

Randy McCasland, Director of Operations

MAD BOMBER

FIREWORKS PRODUCTIONS

AGREEMENT

This contract entered into this 11th day of January, 2023 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and
Village of Tinley Park

Herein after referred to as Buyer, of Tinley Park State Illinois
Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$50,000.00 for Display. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 ½% per month will be assessed on accounts not paid within thirty days of display date. Buyer agrees to pay any and all collection costs, including reasonable attorney's fees and court cost incurred by Seller in the collection or attempted collection of any amount due under this agreement and invoice.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 3rd Day of July, 2023, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.
2. There will be a 15% Fee of agreement price when alternate date is scheduled within six months of original display date. If Buyer chooses to not reschedule a alternate display date within six months of original date, there will be a 50% fee of agreement price for cancellation of display.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 500' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$10,000,000.00 for the benefit of both the Buyer and Seller. All individual entities listed on the Certificate of Insurance will be deemed an additional insured per this contract.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: Includes \$40,000.00 program and Tinley Park 50 program. Choreographed to music. Buyer will supply sound system.

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

BUYER

By _____
Randy McCasland

By _____
(Its duly authorized agent, who represents that he/she has full authority to Bind the Buyer.)

Date _____

Date _____

Print Name _____

Address _____

Tinley Park 50

This display will consist of the \$40,000.00 program plus the following.

This is the main meal with appetizers and extra sides.

Includes Choreographing to Music.

Opening

36 3" Assorted Color Display Shells

6 4" Assorted Display Shells

2 5" Assorted Color Shells

12 3" Titanium Salutes

Mad Bomber
Fireworks Productions

Tinley Park 50

High End SPECIALTY BARRAGES

- 300 Crackling Comets with Color Mines and Palms.
- 200 Chrysanthemums to Chrysanthemums
- 200 Red Sizzle to Premium Color Center Core

Mad Bomber
Fireworks Productions

Tinley Park 50**Specialty Stacks**

Red White and Blue

12 3"**3 4"****1 5"**

Glittering Silver

24 3"**6 4"****2 5"**

Crackling Nishiki Kamuro

12 3"**3 4"****1 5"**

**Different size shells breaking at multiple
heights creating a stacking effect.**

Mad Bomber
Fireworks Productions

Tinley Park 50**10 3" SPECIALTY SHELLS**

3" Color Wolfs

3" Silver Serpent w/Magenta

3" Whistling w/Color Stars

3" Red Sky Mines

3" Blue Sky Mines

3" White Sky Mines

3" Smile Face

3" Assorted Sky Mines

3" Peach Flying Stars

3" Banger Chartreuse

3" Blue Comets

3" Diamond Screamer w/Color Stars

3" White Strobe Waterfall

3" Orange Strobe

10 4" SPECIALTY SHELLS

4"Cyan Sky Mine

4" Whistle Red Stars

4" Silver Flying Fish

4" Aqua w/Silver Turbulence

4" Farfalla w/Magenta Stars

4" Assorted Color Wolfs

4" Multi Color Flying Stars

4" Silver Serpents w/Mag Colors

4" Whirlpool Green Xsette

4" Whirlpool Red Xsette

4" Green Sound Ring

4" Tourbillion w/Color Stars

4" Diamond Screamer w/Color Stars

4" Lemon Xsette w/Time Rain

4" Ti Serpent w/Red & Blue to Report

4" Ti Whistle Ring w/Lemon

Mad Bomber
Fireworks Productions

Tinley Park 50

24 3 INCH SHELLS

Three Shot Volleys

Silver Flying Fish
Green Strobe
Yellow Strobe
RWB Ring w/Mine Red Strobe
RWB w/Brocade Mine

Red Falling Leaves
Green Falling Leaves
Yellow Falling Leaves
Purple Falling Leaves
Flower Crowns

**Three shells shot simultaneously and
spread across sky**

Mad Bomber
Fireworks Productions

Tinley Park 50**5 INCH SHELLS** * main body**18 Guandu**

Chrys w/Red to Green Ring
Silver Crackling Palm Tree
Purple Wave
Red Flower Rain
Gold Wave to Aqua
Smiley Face
Brocade Butterfly
Sea Blue and Lemon Dahlias
Blue Palm Tree
Blue Peony w/Silver Core
Gold Diadem Willow
Gold Wave to Purple to Green

Silver Crown w/Small Red Flowers
Ripples to Variegated Wave
Crackling to Sil Crossette
China Storm
White Strobing
Yellow Peony
Red to Purple to Green Peony
Red Peony w/Glitt Gold Palm Tree Core
Gold Wave to Red to Green
Green to Yellow w/Yellow to Green Pistil
Yellow Peony w/Blue Palm Tree Core
Silver Wave to Green to Crackling

18 Yung Feng

Glitt Sil to Blue to Red w/Reports
Gold Wave to Red to Blue Flickering
Colored Diadem
Sil Nishiki Kamuro w/Blue Pistil
Eight Hearts w/Tail
Purple Sunflower w/Tail
Sil Coconut Tree w/Red Flowers
Gold Coconut Tree w/Blue Blooms
Aqua Peony
RWB to 5 Report
Gold Coco to Red Crown Flower

Red Gamboge to Red to Blue Chrys
GW to Purple Chrys w/Red to Sil Pistil
Spangle Chrys w/Crackling Blue Pistil
Nishiki Kamuro w/Tail
Twinkling Silver Willow
Revolving Dragons w/Red Flowers
Twinkling Coconut Crossette
Bright Red Diadem
Green Twinkling Willow
Green Meteor
Variegated Flowers

5 INCH SHELLS

Tinley Park 50**5 INCH SHELLS** * main body**12 Wizard**

Brocade Waterfall w/Tail	Nishiki Kamuro to Purple w/Tail
Brocade Crown Chrysanthemum	Purple Peony w/ Crossette Brocade Pistil
3 Concentric Ring w/Crack Pistil	New Color Rainbow w/Gold Strobe Pistil
Silver Strobing w/Tail	China StormGlittering Coconut Tree
RWB USA Style Cannister w/Tail	Glitt Sil to Purple Peony w/Green Pistil
Happy Face w/Tail	Crackling Green Palm w/Blue Flowers
Glitt Sil to Blue w/Green Pistil	Brocade Crossetting Palm Tree w/Broc Tail
Saturn Giant Blue Peony	Gold Tails to Green Palm w/Sil Tail
Glitt Sil to Blue w/Red Pistil	Crackling Glitter Palm w/Crack Tail
Glitt Sil to Red w/Blue Pistil	Ti Whistle Ring w/Red & Blue Cannister Shell
Red Crossette Palm Tree w/tail	Glitt Sil to Blue Chrys w/Broc Red Pistil
Silver Crossette Palm Tree w/Tail	Brocade Waterfall w/Silver Leaves
Gold Crossette Palm Tree w/Tail	Gold Coconut to Green Flowers
Giant Brocade Crossette Palm Tree	Giant Gold Octopus w/Red Eyes & Bro Ring
Five Concentri Ring	Giant Green Peony w/Brocade Ring
Gold Strobes w/tail	Gold Chrys w/Rainbow Ring
1/2 Red 1/2 Blue Chrys w/ Broc Cross Pistil	Gold Crossette Palm w/Trunk
Saturn Giant Red Peony w/Brocade Ring	Glittering Silver
Sil to Blue Chrys w/Red Pistil	Red Peony w/Blue Pistil
Blue to Green Peony w/Coco Pistil	Red to Blue Peony w/Coco Pistil
Three Ring w/Pistil	Brocade to Red to Blue Chrys
Schreecher Cannister	Gold Peony w/Blue Pistil
RWB Peony w/Coco Pistil	Red Strobes w/Tail
Green Strobes w/Tail	Giant Z Willow Palm w/Z Willow Tail

5 INCH SHELLS

Finale Closer

- 72 2.5" Brocade Crowns**
- 36 3" Brilliant Brocade Crowns**
- 12 4" Brilliant Brocade Crowns**
- 4 5" Brilliant Brocade Crowns**
- 24 3" 3" Titanium Salutes**

Mad Bomber
Fireworks Productions



Interoffice Memo

Date: January 12, 2023

To: **Village Board**

Cc: Patrick Carr, Hannah Lipman

From: **Anthony Ardolino**

Subject: Enter into agreement with Paymentus for electronic ticket solution web payments.

Presented for January 17, 2023 Committee of the Whole meeting discussion and action:

Description: Enter into an agreement with Paymentus for electronic ticket solution web payments.

Background: In January 2022 the Village began implementation of an electronic e-ticketing solution provided by Dacra Tech solutions, at that time the vendor did not have the ability to pass credit card service fees to the customer and required the Village to absorb the cost of web payments. In Q3 of 2022 Dacra, through a partnership with Paymentus, began to offer this service to new and existing customers.

Entering into an agreement with Paymentus to provide e-ticketing payment services will allow the Village to pass to the customer the 2.5% online payment processing fee. This agreement is only for violations paid online, the Village will still absorb the cost of in-person payments for violations.

This agreement would replace the current agreement with Violations Payment.com LLC which was approved in the January 4th 2022 Village board meeting. There is no cost to the Village to end this agreement.

Budget/Finance: There is no cost to the Village to enter into this agreement.

Staff Direction Request: Enter into an agreement with Paymentus Corporation to provide electronic bill payment services for online payments for Dacra e-ticket violations.

Attachments:

1. Master Services Agreement for Paymentus bill payment services.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2022-R-001**

**A RESOLUTION APPROVING A CONTRACT FOR ONLINE E-TICKET PAYMENT
PROCESSING WITH PAYMENTUS**

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

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

RESOLUTION NO. 2022-R-004**A RESOLUTION APPROVING A CONTRACT FOR ONLINE E-TICKET PAYMENT
PROCESSING WITH PAYMENTUS**

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 Paymentus, 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 17th day of January, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of January, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT FOR ONLINE E-TICKET PAYMENT PROCESSING WITH PAYMENTUS

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-003, “**A RESOLUTION APPROVING A CONTRACT FOR ONLINE E-TICKET PAYMENT PROCESSING WITH PAYMENTUS,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January, 2023.

VILLAGE CLERK

MASTER SERVICES AGREEMENT

Client:	Village of Tinely Park, IL
Client Address:	16250 South Oak Park Avenue, Tinley Park 60477
Contact for Notices to Client:	David Adamski
Estimated Number of Yearly Payments:	5000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 North Community House Road, Suite 300, Charlotte, NC 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PAYMENTUS CORPORATION**CLIENT:**

By: _____

NAME: _____

TITLE: _____

DATE: _____

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY



GENERAL TERMS AND CONDITIONS
BY AND BETWEEN PAYMENTUS CORPORATION AND [CLIENT NAME]

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Agreement** "or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **"Effective Date"** is the date the last Party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **"Initial Setup"** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **"IPN" or "Instant Payment Network"** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **"Launch Date"** means the date on which Client completes the introduction to Users of

all Services selected by Client as of the Effective Date.

- 1.9 **"Non-Qualified Transaction"** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.11 **"Payment Amount"** means the amount of a Payment.
- 1.12 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **"Paymentus Fee"** is defined in Section 3.2.
- 1.14 **"Platform"** is defined in Section 2.1.
- 1.15 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.
- 1.17 **"User"** means a user of Client's services.

2 Description of Services to be Performed**2.1 Scope of Services**

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation**3.1 No Fee Installation**

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing**4.1 Integration with Client's Billing System**

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each Party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its

communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption marketing as described in Section 5.2.
- (iv) Launching the Service within 30 days of Paymentus making the system available.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus

Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified Party will give the indemnifying Party prompt written notice of any claim for which indemnification is sought. The indemnifying Party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified Party, or adversely affects the indemnified Party shall require the indemnified Party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other Party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

9. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform

and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other Party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any Party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other Party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

10.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties

concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

10.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.9 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Payment Processing thru DACRA	All payment methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	2.5% for all payment types available with the DACRA Platform including Credit Cards, Debit Cards, ACH, PayPal, Digital Wallets	<input type="checkbox"/>

Note: Average Bill Amount: \$50.00. Maximum Amount per Payment is \$1,000.00. Multiple payments may be made. \$1.00 minimum charge to the consumer.

Chargebacks and returned checks will be billed at \$9.95 per item.

Schedule B – Client Payment Data

**Interoffice**

Memo

Date: January 9, 2023
To: Pat Carr – Village Manager
From: John Urbanski – Public Works Director
Subject: Purchase Request – 110' Sabre Monopole for Post #20 (Loyola) Lift Station

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

Description: As a communication requirement for the Water & Sewer Department's operational functionality, antenna structures are required at each site. The initial design documents for the Post #20 lift station specified a 50' antenna mast. Due to an increase of construction in the western corridor, a site survey of all Public Safety communications was conducted.

In response to findings, possibility of the current radio site being relocated, and potential for additional structures degrading signal strength in the area, it is staffs' recommendation to increase the originally specified antenna structure to a 120' monopole tower.

This request is only for the purchase of the upgraded tower with tower and site-specific engineering. Sabre Industries has been the recommended equipment supplier as a leader in the antenna industry and correlation to other sites within the Village. Installation of the tower base foundation and underground equipment will be coordinated as a change order through the current, awarded contractor for Post #20 (Speiss Construction).

It is the recommendation of staff that the Village Board approve engineering and equipment purchase from Sabre Industries for purchase of a 110' Sabre Monopole and peripheral equipment as reflected in the attached proposal of \$45,500.

Staff Direction Request:

1. Approve Purchase Order for 110' monopole with Sabre Industries, in the amount of \$45,500 for equipment at the Post #20 Lift Station near 183rd and Old LaGrange Rd. as requested and approved in the FY22 budget.
2. Direct Staff as necessary.

Attachment:

1. Sabre Industries Proposal.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-002

**A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY
PARK AND SABRE INDUSTRIES FOR A 110' SABRE MONOPOLE FOR POST #20
(LOYOLA) LIFT STATION IN THE AMOUNT OF \$45,500**

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

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

RESOLUTION NO. 2023-R-002**A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND SABRE INDUSTRIES FOR A 110' SABRE MONOPOLE FOR POST #20 (LOYOLA) LIFT STATION IN THE AMOUNT OF \$45,500**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Sabre Industries, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 17th day of January 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of January 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Purchase Order for 110' monopole with Sabre Industries

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-002, “**A RESOLUTION APPROVING A PURCHASE BETWEEN THE VILLAGE OF TINLEY PARK AND SABRE INDUSTRIES FOR A 110' SABRE MONOPOLE FOR POST #20 (LOYOLA) LIFT STATION IN THE AMOUNT OF \$45,500,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on XXX, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January, 2023.

VILLAGE CLERK



December 29, 2022

VILLAGE OF TINLEY PARK

Attn: John Urbanski

Dear John:

Per your recent request, please find following our revised quotation for a 110' Sabre Monopole.

If you have any questions or require further information, please feel free to contact me at (712) 389-2781.

Sincerely,

SABRE INDUSTRIES

Ray Vernon

Ray Vernon

Northeast Regional Sales Manager

Enclosure: Per Above

RFV: kl

**PROPOSAL**Prepared for: **VILLAGE OF TINLEY PARK**Proposal No.: **23-3515-RFV-R1**Date: **12/29/2022** Page **1** of **3**Reference: **110' Monopole/Tinley Park, IL**Attn: **John Urbanski**Freight: **Origin****SABRE MONOPOLE**

Quantity of one (1) Sabre Monopole. The monopole has an overall height of 110'. The overall height of this monopole includes the foundation projection.

The monopole will be eighteen-sided and tapered in design with a top diameter of 12" and a base diameter of 27.35".

See the tower profile included in this proposal for the design parameters.

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB224		X	110' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
2	(1) DB224		X	90' @ Base	(1) LMR	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
3	(1) DB224		X	70' @ Base	(1) LMR-	N/A	Unknown	One (1) 6' Sidearm with Collar Mount		X
4	(1) 3' Solid Dish w/ Radome	X		70'	(1) CAT 6	11 GHz	76°	One (1) Pipe Mount (up to 6' Dish) with Collar Mount		X
5	(1) DB404		X	60' @ Base	(1) LMR-	N/A	Unknown	One (1) 3' Sidearm with Collar Mount		X

ITEM I MONOPOLE MATERIALS\$ 32,056.00

Materials to be provided include:

Complete monopole steel and hardware

Step Bolts

Five (5) 6" x 12" access ports with J hooks (see notes)

Three (3) 10.5" x 25.5" access ports (see notes)

150' Safety Climb without harness

Waveguide Bridge 2-Leg 2' x 10' (13' Direct Burial) with three (3) 1 level trapeze kits

MONOPOLE FREIGHT TO COOK COUNTY, IL.....\$ 3,158.00

ANCHOR BOLT FREIGHT TO COOK COUNTY, IL.....\$ 324.00



PROPOSAL

Prepared for: VILLAGE OF TINLEY PARK

Proposal No.: 23-3515-RFV-R1

Date: 12/29/2022 Page 2 of 3

Reference: 110' Monopole/Tinley Park, IL

Freight: Origin

Attn: John Urbanski

OPTIONS:	Anchor bolts and templates	\$ 1,264.00
	6' Sidearm with Collar Mount @ the 90' elevation	\$ 2,068.00
	Pipe Mount (up to 6' Dish) with Collar Mount @ the 70' elevation	\$ 899.00
	3' Sidearm with Collar Mount @ the 60' elevation	\$ 1,941.00
	TIA standard grounding kit (each)	\$ 180.00
	8' x 5/8" lightning rod copper clad and stiffener (each)	\$ 48.00
	S.E. Certified Profile Drawings	\$ 500.00
	S.E. Certified Foundation Design.....	\$ 500.00
	Final Erection Drawings.....	\$ 2,500.00

* With the purchase of options additional freight charges may be incurred.

NOTES: Terms will be reviewed upon receipt of order.

Wind induced vibrations, such as vortex shedding and harmonic oscillation/resonance, of structures of all types due to unpredictable interaction with wind and surrounding structures, exposure and terrain rarely occur. The owner's maintenance program should include observations for vibration and any resulting loosening of connecting hardware or damage to the structure. The Sabre warranty specifically excludes failure due to fatigue or similar phenomena as a result of the aforementioned behavior.

This quotation is based on ANSI/TIA-222-H and Customer provided specifications. Any information not provided by ANSI/TIA-222-H or the Customer has not been considered.

Foundation and anchor bolt designs are based strictly on ANSI/TIA-222-H. Any additional requirements may result in increased foundation size and price increases.

Dimensional information is preliminary only; it may change based on final engineering.

All Sabre mounts are designed in accordance with antenna specifications. If different pipe size is required at time of order, additional costs may be incurred.

Cable type safety climbing device provided does not include harness.

Sabre's standard access port size is 6" x 12". If access ports other than as specified in this proposal are required, additional costs may be incurred.

Quantity and size of ports considered as shown on profile. Elevations and azimuths must be specified at the time of order.

Freight charges quoted are for provided materials only. Additional freight charges may be incurred with the order of additional items.

All antennas, radios, electrical equipment, transmission lines, jumpers, ground kits, hangers, hardware, etc are to be provided and installed by others unless noted otherwise.

**PROPOSAL**Prepared for: **VILLAGE OF TINLEY PARK**Proposal No.: **23-3515-RFV-R1**Date: **12/29/2022** Page **3** of **3**Reference: **110' Monopole/Tinley Park, IL**Attn: **John Urbanski**Freight: **Origin**

All monopole materials will be hot dip galvanized as outlined in ASTM A-123.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

Optional items do not include installation prices.

The permit package includes a profile drawing of the structure with member sizes; descriptive notes; structural calculations; a table of supported equipment; and a foundation sketch and calculations (if applicable).

Storage charges of \$350.00 per month may apply starting sixty (60) days after original scheduled ship date.

Due to material and freight price fluctuations, Sabre reserves the right to review all material and freight pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.

Pricing is subject to review at the time of order. Additional costs may be applied at that time.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Delivery will be approximately 4 to 6 weeks after receipt of required information and contingent upon backlog at the time of order.

This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Industries.

Submitted By: Sabre Industries

Ray Vernon

Northeast Regional Sales Manager

Acceptance of Customer:

Please enter our order for the above items
in accordance with this proposal.

Signature _____

Name (print) _____

Title _____ Date _____

Purchase Order No. _____



Sabre Industries
INNOVATION DELIVERED

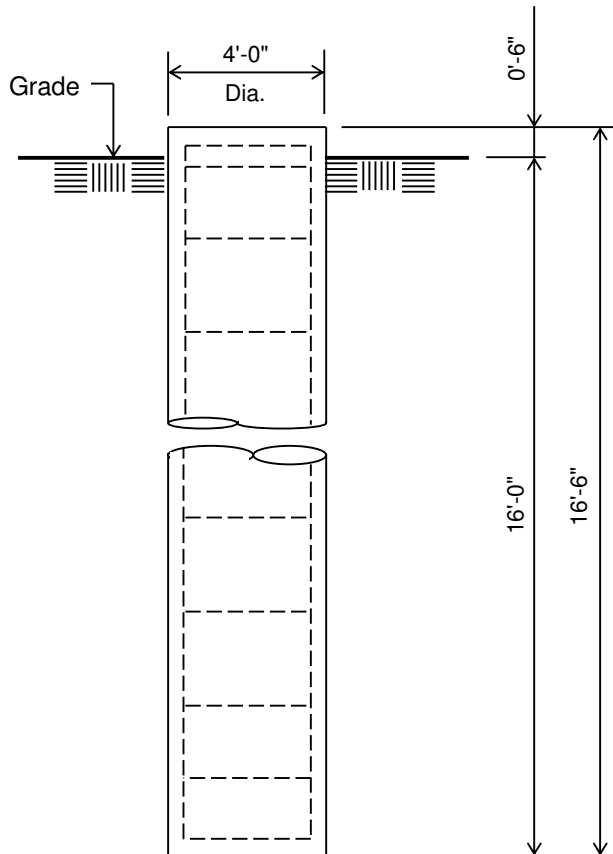
Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

Quote:	23-3515-RFV-R1		
Customer:	VILLAGE OF TINLEY PARK		
Site Name:	Tinley Park, IL		
Description:	110' Monopole		
Date:	12/29/2022	By: KJL	Page: 1

Customer: VILLAGE OF TINLEY PARK**Site: Tinley Park, IL**

110' Monopole

PRELIMINARY -NOT FOR CONSTRUCTION-**ELEVATION VIEW**

(7.68 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pier

Pier	(12) #10 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 12" C/C
------	---

Customer: VILLAGE OF TINLEY PARK

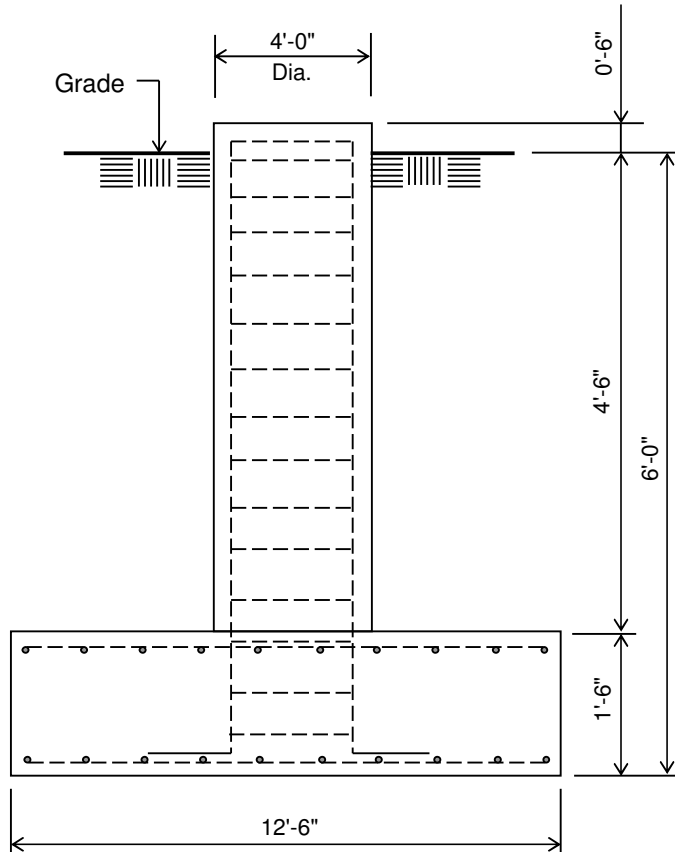
Site: Tinley Park, IL

110' Monopole

PRELIMINARY -NOT FOR CONSTRUCTION-

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4.5 ft of soil cover is required over the entire area of the foundation slab.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.



ELEVATION VIEW

(11.01 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

Rebar Schedule for Pad and Pier	
Pier	(18) #7 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(13) #5 horizontal rebar evenly spaced each way top and bottom (52 total)

Information contained herein is the sole property of Sabre Industries, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Industries.

**SABRE COMMUNICATIONS CORPORATION
TOWERS, ACCESSORIES AND MODIFICATION MATERIALS
STANDARD TERMS AND CONDITIONS**

1. **OVERVIEW:** The written offer to the customer named ("**Customer**") in the written proposal ("**Proposal**") by Sabre Communications Corporation ("**Sabre**") that describes the products ("**Products**") and/or Services ("**Services**") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("**Standard Terms and Conditions**") stated herein and are valid for acceptance by Customer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.** The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("**Agreement**"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.
2. **PAYMENT:** If Sabre extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer. Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.
3. **DELIVERY:** All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.
4. **SHIPMENT:** Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (48) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may be assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed more than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer cancels a shipment on the same day the shipment was scheduled to leave Sabre's facility and the truck has been dispatched to load, a "truck not used" fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.
5. **STORAGE:** If Customer declines to accept shipment of the Products immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.
6. **CHANGE ORDERS:** Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "**Change Order**"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will invoice Customer for such changes.
7. **TOWER MODIFICATION PRODUCTS AND/OR SERVICES:** If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.
8. **PRODUCT RETURNS:** Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("**RMA**") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.
9. **DELAYS:** Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.
10. **EXCLUSIVE WARRANTIES AND REMEDIES:** Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct any material defect; (ii) Sabre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct such Services within thirty (30) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.

11. **LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.**

12. **CUSTOMER PRODUCT SELECTION AND USE RESPONSIBILITIES:** Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, installation or dealings with the Products or the failure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.

13. **INDEMNIFICATION:** To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the party from which indemnification is sought ("**Indemnitor**") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.

14. **CONFIDENTIALITY:** The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.

15. **INFRINGEMENT:** Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products created by Sabre or the Services performed by Sabre or the works created as a result of the Services infringe any of the foregoing provided that Customer: (a) gives Sabre prompt written notice of any claim; (b) provides reasonable cooperation to Sabre in the investigation and defense of such claim; and (c) grants Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or (ii) accept return of the Products and refund an amount equal to Customer's depreciated value of the returned Products or works found to be infringing. Sabre shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by Sabre or alterations or combinations not reviewed and approved in writing in advance by Sabre or that are not performed or provided by Sabre. The foregoing constitutes the exclusive warranty of Sabre and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense. Customer shall provide Sabre with the same warranty and defense of claims of infringement with regard to Products created by Sabre in compliance with Customer's plans, drawings, specification or instructions. Sabre does not warrant against infringement any materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties.

16. **SABRE'S DRAWINGS & MATERIALS:** Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.

17. **LIGHTING REQUIREMENTS:** Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.

18. **EXCLUSIONS FROM PROPOSAL PRICE:** Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

19. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its Products after installation for advertising purposes, except those which are under classified government control.
20. **SABRE'S EMPLOYEES:** Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.
21. **INDEPENDENT CONTRACTORS:** The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.
22. **NOTICES:** All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.
23. **WAIVER:** Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.
24. **SURVIVAL:** The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.
25. **DISPUTES:** The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("**Dispute**"), which the parties are not able to resolve, shall be resolved as follows:
- a. The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("**AAA**") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty (30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to share the fees and expenses of mediation equally.
- b. Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations. If Sabre continues to perform, Customer shall continue to make payments in accordance with this Agreement. Nothing herein shall prohibit Sabre from filing a mechanics lien against the real estate or the real estate interest on which any Services are performed. This agreement to arbitrate shall be governed by the Federal Arbitration Act.
26. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.
27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and conditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.

RAFFLE LICENSE APPLICATION



Date: 1/12/2023

- Organization name: St. George School
- Organization address: 6707 W. 175th Street, Tinley Park
60477
- Mailing address if different from above: _____

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

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

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

6. Place and date of incorporation: Illinois - 2/24/1845

7. Number of members in good standing: 1

8. President/chairperson: Patrick Sullivan

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

9. Raffle manager: Janine Sullivan

Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

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

Name: Joe Partacz

Address: [REDACTED] Phone: [REDACTED]

Name: Charlotte Pratt

Address: [REDACTED] Phone: [REDACTED]

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

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

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

12. Date(s) for raffle ticket sales (include days of the week): All days through February 12, 2023
on all days of the week

- SIP Winebar - 17424 S. Oak Park Avenue Tinley Park 60477
13. Location of ticket sales: St. George School - 6707 W. 175th Street Tinley Park 60477
14. Name and address of location for determining winners:
Sip Winebar - 17424 S. Oak Park Ave, Tinley Park, IL 60477
15. Date(s) for determining winners (include days of the week):
Sunday, February 12, 2023
16. Total retail value of all prizes (maximum prize amount \$250,000): \$250,000
17. Maximum retail value of each prize: \$ 5,600
18. Maximum price charged of each ticket (chance) sold: \$ 100
19. Is this a queen of hearts raffle? ☒ No ☐ Yes
20. § 132.38 Fidelity Bond Required

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

☐ Fidelity bond ☒ Waiver of bond statement by organization

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

Name of Organization: St. George School

Executive Director: Charlotte Prati, Principal

TO BE COMPLETED BY VILLAGE STAFF

Date Received: 1/13/2023 Date Approved: _____

Date Expires: _____ Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

SEND

WAIVING FIDELITY BOND - SAMPLE LETTER

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

January 1, 2023

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

Dear Clerk Thirion:

Included with the Raffle Application, the St. George School Board submits this letter in response to the fidelity bond requirement, for the superbowl squares fundraising event, concluding on Feb 12, 2023.

The St. George School Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond.

If you have any questions, please contact Patrick Sullivan at

Sincerely,

☐

Name: Patrick Sullivan
Title: Board member

Name: Janene D Sullivan
Title: Board Member

Brittney Eason
1/13/23



vchlist
12/22/2022 12:01:38PM

Voucher List
Village of Tinley Park

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200260	12/20/2022	019192 TINLEY PARK CONVENTION CENTER	122022		BALANCE '21 MGT FEE, '22 MGMT I 12-00-000-79142 01-00-000-54315 12-00-000-48010 12-00-000-79142 Total :	330,535.00 -18,000.00 -55,419.90 385,790.76 642,905.86
200262	12/23/2022	020836 ACTION TRUCK PARTS INC	002A30950		AY-ASA 1.50-28, AY-ASA 1.50-28 - S 01-26-023-72540 Total :	215.98 215.98
200263	12/23/2022	010318 ADVOCATE CHRIST MEDICAL CNTR	11302022		TPFD - 10 HCP ECARDS P MARIAN 01-19-020-73606 121922 TPFD - 40 HCP ECARDS S. LORENI 01-19-020-73606 Total :	35.00 140.00 175.00
200264	12/23/2022	002668 AMERICAN FAMILY LIFE ASSUR. CO	003616	VTP-019627	0BEF9 -FY23 - AFLAC BENEFIT BILI 01-14-000-72435 Total :	140.30 140.30
200265	12/23/2022	002418 AMERICAN LEGION POST NO. 615	121922		HOLIDAY MARKET FOOD VOUCHEI 01-35-000-72954 Total :	118.00 118.00
200266	12/23/2022	002570 AMERICAN SALES	2-176269-79 4-338601		CHRISTMAS DECORATIONS 01-26-023-73870 CHRISTMAS DECORATIONS 01-26-025-73870 Total :	269.91 469.97 739.88
200267	12/23/2022	020835 AMERICAN VETERANS SERVICE DOG	121222		DONATIONS FROM SOLDIER DISPI 84-00-000-20450 Total :	55.00 55.00
200268	12/23/2022	020225 ANDERSON PUMP	SK13154		REMOVAL OF OLD VEHICLE FUELI	

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12/22/2022 12:01:38PM

Voucher List
Village of Tinley Park

Page: 2

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200268	12/23/2022	020225 ANDERSON PUMP	(Continued)	VTP-019466	30-00-000-74449	12,308.00
					Total :	12,308.00
200269	12/23/2022	016864 ANTHEM BLUE CROSS BLUE SHIELD	000263462093	VTP-019628	555M84636 FY23 - ANTHEM BCBS I	918.78
			000263524167	VTP-019628	01-14-000-72435	1,106.10
					Total :	2,024.88
200270	12/23/2022	002665 APPLE CHEVROLET	361421		KEY, TRANSMITT 10.485	139.39
					01-17-205-72540	Total :
						139.39
200271	12/23/2022	010062 B & H PHOTO. VIDEO .PRO AUDIO	208484194	VTP-019654	CAMERA SUPPLIES AND MEMORY	287.96
					01-17-225-73600	Total :
						287.96
200272	12/23/2022	003015 BEHRENS, JERRY	122122	VTP-019629	FY23 - BEHRENS BENEFIT REIMBL	169.00
					01-14-000-72435	Total :
						169.00
200273	12/23/2022	020280 BETTENHAUSEN & ASSOCIATES LLC	121922		FINANCIAL AND ADMIN PROF SVC	3,637.50
					01-15-000-72790	Total :
						3,637.50
200274	12/23/2022	020841 BISBIKIS, TOM	122122		REFUND \$500 GRADE DEPOSIT FC	500.00
					84-00-000-20552	Total :
						500.00
200275	12/23/2022	003127 BLUE CROSS BLUE SHIELD	ILO65LB000001212-0	VTP-019630	ILO65LB000001212-0 FY23 - BCBSIL	6,220.00
					01-14-000-72435	Total :
						6,220.00
200276	12/23/2022	019214 BLUE CROSS BLUE SHIELD	0000ILLB1212	VTP-019631	ILLB1212 FY23 - BCBSIL ILLB1212 F	1,895.06
					01-14-000-72435	Total :
						1,895.06

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12/22/2022 12:01:38PM

Voucher List
Village of Tinley Park

Page: 3

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200277	12/23/2022	002960 BRANIFF COMMUNICATIONS, INC	0034451		SIREN #307 TESTING AND REPLAC 01-21-000-72575	68.00
					Total :	68.00
200278	12/23/2022	018503 CARDNO INC	331676	VTP-018306	STORMWATER AREA MAINTENANC 65-00-000-72591	24,829.00
					Total :	24,829.00
200279	12/23/2022	003243 CDW GOVERNMENT INC	FQ87340	VTP-019664	LAPTOPS 01-16-000-74128	5,918.20
					Total :	5,918.20
200280	12/23/2022	015199 CHICAGO PARTS & SOUND LLC	2J0003964		ION SPLIT R/B SUPER LED 01-17-205-72540	165.00
					Total :	165.00
200281	12/23/2022	017349 CHICAGO STREET CCDD, LLC	23569		DUMP FEE 12/5/22 01-26-023-72890	210.00
					Total :	210.00
200282	12/23/2022	013150 CHRISTIANSEN FARMS LLC	09091		YARD LEAVES 12/5 - 35084, 12/5-35 01-26-023-72890	600.00
					Total :	600.00
200283	12/23/2022	014645 CHRISTY WEBBER LANDSCAPES	98814	VTP-019248	LANDSCAPE BEDS 01-26-023-72881	5,421.19
			98847	VTP-019248	LANDSCAPE BEDS 01-26-023-72881	19,724.72
					Total :	25,145.91
200284	12/23/2022	020527 CITY ESCAPE GARDEN & DESIGN	11659	VTP-019165	LANDSCAPE PLANTERS AND BEAL 01-26-023-72881	11,374.15
			11660	VTP-019163	MOWING - APPLICATION #7 01-26-023-72881	28,106.73
					Total :	39,480.88
200285	12/23/2022	012057 COMCAST CABLE	8771401810028977		ACCT#8771401810028977 7980 183 01-26-025-72517	52.55

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200285	12/23/2022	012057	012057 COMCAST CABLE		(Continued)	Total : 52.55
200286	12/23/2022	013878	COMED - COMMONWEALTH EDISON		ACCT#0385181000 VILLAGE RR 181	
					01-26-025-72510	3,626.78
					ACCT#0385440022 SS BROOKSIDE	
					64-00-000-72510	374.83
					ACCT#0421064066 LAPORTE RD &	
					64-00-000-72510	154.30
					ACCT#0471006425 19948 SILVERSI	
					01-26-024-72510	78.11
					ACCT#0637059039 7950 W TIMBER	
					64-00-000-72510	116.60
					ACCT#2922039023 9342 PARKWOC	
					01-26-024-72510	25.31
					ACCT#4803158058 RIDGEFIELD LN	
					64-00-000-72510	135.23
					ACCT#4943163008 7650 TIMBER DI	
					70-00-000-72510	20.21
					ACCT#5437131000 7980 W 183RD S	
					01-26-025-72510	358.74
					ACCT#5983017013 19112 S 80TH AVE	
					63-00-000-72510	51.85
					ACCT#6771163043 87TH AVE 3PS 1	
					01-26-024-72510	4,765.65
					Total :	9,707.61
200287	12/23/2022	018311	CONNECTION		Z150 MULTIMEDIA 2.0 SPEAKERS	
					01-16-000-74128	24.03
					USB4 CABLE USB C 8K60HZ 100W	
					01-16-000-74128	25.50
					Total :	49.53
200288	12/23/2022	012410	CONSERV FS, INC.		DIESELEX GOLD ULTRA LS DYED	
					60-00-000-73545	737.18
					63-00-000-73545	184.30
					64-00-000-73545	394.92
					49270 CONSERV #14 ALUM SCOOF	

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200288	12/23/2022	012410 CONSERV FS, INC.	(Continued)			
			66051884		01-26-023-73410	115.92
					14 ALUM SCOOP	
					01-26-023-73410	57.96
					Total :	1,490.28
200289	12/23/2022	015820 CREATIVE BRICK & CONCRETE	718487		VETERAN BRICKS - ENGRAVED	
					01-41-050-73112	324.86
					Total :	324.86
200290	12/23/2022	003635 CROSSMARK PRINTING, INC	3295		CREDIT FOR DUPLICATE PYMNT -	
					01-35-000-72954	-112.50
					01-35-000-73870	-150.00
			89085		LICENSE RENEWALS ENCLOSED E	
					01-15-000-72310	273.95
			89251		FIELD INSPECTION SUMMARY FOF	
					01-19-020-72310	383.95
			89308		LICENSE ENCLOSED ENVELOPES	
					01-15-000-72310	263.00
			89368		PHOTOSENSITIVE POSTERS FOR	
					01-35-000-72954	132.75
			89388		TRAFFIC SAFETY SCHOOL CARDS	
					01-17-205-72310	95.00
			89426		CLEAR TINLEY PARK LIFE AMPLIFI	
					01-35-000-73110	281.45
					Total :	1,167.60
200291	12/23/2022	015334 DEARBORN NATIONAL	F0183181		GRP F0183181 FY23 - DEARBORN	
				VTP-019632	01-14-000-72430	2,301.84
					Total :	2,301.84
200292	12/23/2022	018456 DEL GALDO LAW GROUP LLC	30138		LEGAL SVC 11/1-11/30/22	
					01-14-000-72850	4,891.25
					18-00-000-72850	322.50
					20-00-000-72850	53.75
					Total :	5,267.50

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200293	12/23/2022	004009 EAGLE UNIFORM CO INC	INV-11878		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	327.50
			INV-11880		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	285.00
			INV-11933		FIRE MEMBER UNIFORMS (CLASS	
				VTP-019131	01-19-000-73610	296.50
					Total :	909.00
200294	12/23/2022	004109 EASTERN ILLINOIS UNIVERSITY	113022		MEMBERSHIP APPLICATION - B. A2	
					01-15-000-72720	275.00
					Total :	275.00
200295	12/23/2022	004152 ECOLAB PEST ELIMINATION INC.	8408604		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	573.44
			8408605		COCKROACH/RODENT PROGRAM	
					01-26-025-72790	86.48
					Total :	659.92
200296	12/23/2022	020428 ENTRUST CORPORATION	7125726		SSL WILDCARD CERTS FOR DATA(
				VTP-019669	01-16-000-72655	4,208.64
					Total :	4,208.64
200297	12/23/2022	004019 EVON'S TROPHIES & AWARDS	113022		IVORY/BROWN PLASTIC - INFORM	
					01-16-000-73110	23.72
					Total :	23.72
200298	12/23/2022	020749 FIREWORKS SOFTWARE	1544		FIRE RECORDS MANAGEMENT SY	
				VTP-019540	30-00-000-74168	4,980.00
			1545		FIRE RECORDS MANAGEMENT SY	
				VTP-019540	30-00-000-74168	57,477.00
					Total :	62,457.00
200299	12/23/2022	015058 FLEETPRIDE	104428840		DELIVERY CHARGE, HARDWARE E	
					01-26-023-72540	37.98
			104433330		DELIVERY CHARGE, OTR BRAKE C	
					01-26-023-72540	198.97
			104468072		NYL PUSH-ON MALE BRANCH TEE	

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200299	12/23/2022	015058 FLEETPRIDE	(Continued)		01-26-023-72540	15.38
					Total :	252.33
200300	12/23/2022	016889 GALLAGHER MATERIALS INC.	26773	VTP-019682	COLD PATCH - UPM HIGH PERF CC 01-26-023-73780	3,629.78
					Total :	3,629.78
200301	12/23/2022	019784 HEARTLAND BUSINESS SYSTEMS LLC	566042-H		ENTERPRISE TECHNICAL ENGINEI 01-16-000-72650	461.25
			567407-H	VTP-019320	ONLINE SHAREPOINT SITE MIGRA 30-00-000-74159	323.75
			567408-H		ENTERPRISE TECHNICAL ENGINEI 01-16-000-72650	102.50
					Total :	887.50
200302	12/23/2022	010238 HOME DEPOT CREDIT SERVICES	14362		TOOL ADAPTOR FOR RIGID VACS 60-00-000-73410	79.47
					63-00-000-73410	8.83
					64-00-000-73410	37.85
			4263378		TAX REFUND FROM PURCHASE #4 60-00-000-73410	-1.53
					63-00-000-73410	-0.17
					64-00-000-73410	-0.73
					Total :	123.72
200303	12/23/2022	014310 IAFC MEMBERSHIP	000251995		IAFC ANNUAL MEMBERSHIP 1/1/23 01-19-000-72720	245.00
			111622		GROUP MEMBERSHIP TERM 11/1 - 01-19-000-72720	1,320.00
			4646		MEMBERSHIP RENEWAL - RETIREI 01-19-000-72720	40.00
					Total :	1,605.00
200304	12/23/2022	005044 ILLINOIS FIRE CHIEFS ASSOC	5400		MEMBERSHIP RENEWAL/ORGANIZ 01-19-000-72720	475.00
					Total :	475.00

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200305	12/23/2022	020798 IMAGE360 MOKENA	I-58862	VTP-019652	CHALKBOARD 01-19-000-73870	2,253.25
					Total :	2,253.25
200306	12/23/2022	015545 IMAGING SYSTEMS, INC.	7222-02	VTP-019582	DOCUMENT AND AGENDA MANAGI 01-16-000-72655	19,161.21
					Total :	19,161.21
200307	12/23/2022	005186 INTERSTATE BATTERY SYSTEM	324890		SLA1075 60-00-000-72528 63-00-000-72528	71.90 71.90
					Total :	143.80
200308	12/23/2022	004875 IRMA	SALES0020568		NOV '22 DEDUCTIBLE 70-00-000-72541	1,283.25
					Total :	1,283.25
200309	12/23/2022	005251 J AND R SALES AND SERVICE INC.	0353105		SHOWROOM BG 86-Z BLOWER, H/ 01-26-023-73410	246.99
			0353107		CHAIINE RIPID SUPER, PICCO MICI 01-26-023-73410	311.50
					Total :	558.49
200310	12/23/2022	007222 J.C.SCHULTZ ENTERPRISES	0000514686		TINLEY PARK ILLINOS 4X6 FLAG, C 01-26-025-73112	508.19
					Total :	508.19
200311	12/23/2022	011466 JEWEL OSCO	302347887780-0080856		****8778 SNACKS FOR DEMENTIA F 01-12-000-72220	44.66
			594315804140-0080747		*****0414 SODAS AND WATER 01-21-210-73110	18.99
					Total :	63.65
200312	12/23/2022	005349 KORTUM, LISA	121422		RETIREMENT CAKE FOR JACLYN F 01-21-210-72974	94.67
					Total :	94.67
200313	12/23/2022	020207 LENNY'S GAS N WASH 183RD ST	3384		CAR WASH - PD NOV '22	

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200313	12/23/2022	020207 LENNY'S GAS N WASH 183RD ST	(Continued)		01-17-205-72540	152.00
					Total :	152.00
200314	12/23/2022	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-20221130		NOVEMBER 2022 MINIMUM COMMI 01-17-225-72852	150.00
					Total :	150.00
200315	12/23/2022	016801 LIBERTY FLAG & BANNER	19505	VTP-019691	HOLIDAY BANNERS MAINTENANCE 01-35-000-73112	1,050.00
					Total :	1,050.00
200316	12/23/2022	020840 LIPMAN, KEVIN	121922		REIMBURSEMENT FOR CIT TRAINI 01-17-220-72140	414.30
					Total :	414.30
200317	12/23/2022	014846 LORENCE, BRUCE	010123		JAN'23 OPA TRAIN STATION MAINT 01-26-025-72530	30.00
					Total :	30.00
200318	12/23/2022	016189 LOU'S GLOVES, INC.	051223		NITRILE EXAM GRADE POWDER-F 01-19-000-73115	438.00
			051224		NITRILE EXAM GRADE POWER-FR 01-19-000-73115	438.00
			051225		NITRILE EXAM GRADE POWER FR 01-19-000-73115	146.00
					Total :	1,022.00
200319	12/23/2022	007100 M. E.SIMPSON COMPANY, INC	39739	VTP-019592	WATER ASSESSMENT PROGRAM (
				VTP-019592	60-00-000-72513	3,240.57
					60-00-000-72790	13,110.43
					Total :	16,351.00
200320	12/23/2022	017864 MAGNET FORENSICS USA, INC	sin055506	VTP-019688	INVESTIGATION - FORENSICS 01-17-225-72140	6,340.00
			SIN055524	VTP-019688	INVESTIGATION - FORENSICS 01-17-225-72140	11,691.00

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200320	12/23/2022	017864	017864 MAGNET FORENSICS USA, INC (Continued)		Total :	18,031.00
200321	12/23/2022	020322	MASTER AUTO SUPPLY		15030-124922	RETURN HEATER CONTROL VALVE
				g	01-21-000-72540	-75.71
					15030-125660	HEADLIGHT HALOGEN - PLOW LIC
					01-26-023-72540	8.86
					15030-125761	LOCK DE-ICER LUBRICANT .62OZ
					60-00-000-72540	5.57
					63-00-000-72540	1.86
					64-00-000-72540	3.18
					01-26-024-72540	5.30
					01-26-023-72540	10.60
					01-17-205-72540	26.49
					15030-125815	50 HD EXTB RM PIV SCR - STREET
					01-26-023-72540	60.57
					Total :	46.72
200322	12/23/2022	006074	MENARDS		31071	BLACKMAX TORCH, TIEDOWN, HIT
					01-21-000-72530	181.47
					31328	50' 12/3 PLUG LOCKER YW
					60-00-000-73840	9.45
					63-00-000-73840	3.15
					64-00-000-73840	5.40
					01-26-023-73840	18.00
					01-26-024-73840	8.99
					31341	16-3 25' ORANGE CORD, WHITE TF
					60-00-000-73840	15.68
					63-00-000-73840	5.23
					64-00-000-73840	8.96
					01-26-023-73840	29.86
					01-26-024-73840	14.93
					31393	MF-COMB WRN LRG 1-3/8
					60-00-000-73410	13.84
					63-00-000-73410	1.54
					64-00-000-73410	6.59
					31397	240 CT LED ICICLE BL WHT, WHT I
				G	01-26-023-73410	-85.54

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200322	12/23/2022	006074 MENARDS	(Continued) 31424	G	RETURN OF 12" LED SNOWFLAKE 01-26-023-73410	-39.98
			31425		6' WOODHAVEN PINE TREE 60-00-000-73870	8.40
					63-00-000-73870	8.40
					64-00-000-73870	7.19
					01-26-023-73870	23.99
					01-26-024-73870	12.01
			31437		BANTAM BLACK, 5PC LEVER GREASE 01-26-025-72520	39.64
			31454		RETURN OF CORNER BRACES 60-00-000-73870	-150.99
					63-00-000-73870	-150.99
					64-00-000-73870	-129.42
			31504		2" METAL SPRING CLAMP, 72" DRILL 01-26-023-73410	18.63
			31540		RUBBER Mallet, CHROME TAPE, 60-00-000-73410	44.94
					63-00-000-73410	4.99
					64-00-000-73410	21.41
			31541		5-1/4" REFLECTIVE #3, REFLECTIVE TAPE 01-26-023-73410	67.65
Total :						23.42
200323	12/23/2022	020701 METROPOLITAN LIFE INSURANCE CO	5397303	VTP-019635	VOTP-ACCT#5397303 DIV 1 FY23 MI 01-14-000-72430	16,450.15
			5397303	VTP-019635	LIBR-ACCT#5397303 DIV 2 FY23 MI 01-14-000-72430	1,507.22
			5397303.	VTP-019635	RETIREE-ACCT#5397303 DIV 3 FY23 MI 01-14-000-72435	4,274.67
Total :						22,232.04
200324	12/23/2022	005664 MORTON SALT INC	5402712389	VTP-019597	ROAD SALT FOR 2022/2023 SEASON 01-26-023-73810	22,787.47
				VTP-019597	08-00-000-73810	465.05

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200324	12/23/2022	005664 005664 MORTON SALT INC	(Continued)		Total :	23,252.52
200325	12/23/2022	006130 NATIONAL GUARDIAN LIFE INS CO.	0000000391	VTP-019636	ACCT# 00000391 FY23 - NATL GUA 01-14-000-72435	66.07
					Total :	66.07
200326	12/23/2022	006209 NCPERS -IL IMRF	3683012023	VTP-019637	ACCT#3683 FY23 - NCPERS BENE 01-14-000-72430	624.00
			7720012023	VTP-019637	ACCT#7720 FY23 - NCPERS BENE 01-14-000-72435	80.00
					Total :	704.00
200327	12/23/2022	020834 NEUFELD, ALEXANDER	121422		REIMBURSEMENT FOR MEALS - CI 01-17-220-72140	75.00
					Total :	75.00
200328	12/23/2022	015723 NICOR	09977410001		ACCT#09977410001 METR 5146885 01-26-025-72511	865.97
			33079168366		ACCT#33079168366 METER#43853 64-00-000-72511	52.41
			49924710004		ACCT#49924710004 METER#45817 01-26-025-72511	699.24
					Total :	1,617.62
200329	12/23/2022	006221 NORTHERN SAFETY CO. INC.	905098124		HI-VIS PIGSKIN LEATHER DRIVERS 60-00-000-73845	123.90
					63-00-000-73845	13.76
					64-00-000-73845	59.02
					01-26-023-73845	196.70
					01-26-024-73845	98.38
					Total :	491.76
200330	12/23/2022	010135 ONSITE COMMUNICATIONS USA, INC	52281	VTP-018698	FIRE MDT INSTALL 01-16-000-72650	3,250.00
				VTP-018698	01-16-000-74128	2,082.00
					Total :	5,332.00
200331	12/23/2022	013096 PACE SYSTEMS INC	IN00046856		PUBLIC SAFETY TO GUN RANGE V	

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200331	12/23/2022	013096 PACE SYSTEMS INC	(Continued)			
				VTP-019430	01-16-000-74128	1,700.00
				VTP-019430	01-16-000-72650	500.00
					Total :	2,200.00
200332	12/23/2022	006475 PARK ACE HARDWARE	069312/1		RETURN - CREDIT - GARDEN NETT	
					60-00-000-73870	-5.37
					63-00-000-73870	-5.37
					64-00-000-73870	-4.60
			069376/1		INFLATOR GUN 150 PSI	
					01-26-023-73410	23.17
			069407/1		RAKE DUAL TINE	
					01-26-023-73410	69.56
			69318/1		RETURN - CORNER BRACE 5X1, 4)	
				G	63-00-000-73870	-15.91
				G	64-00-000-73870	-13.64
				G	60-00-000-73870	-15.91
			69329/1		RETURN - BIRD NETTING 14X14	
					60-00-000-73870	-2.80
					63-00-000-73870	-2.80
					64-00-000-73870	-2.39
					Total :	23.94
200333	12/23/2022	020298 PEERLESS NETWORK INC	580262		VILLAGE LANDLINE PHONE SERV /	
					01-19-000-72120	242.43
					60-00-000-72120	1,069.51
					63-00-000-72120	118.83
					64-00-000-72120	509.30
					01-17-205-72120	596.07
					01-14-000-72120	310.00
					01-11-000-72120	1.99
					01-12-000-72120	4.57
					01-17-205-72120	4.57
					01-19-000-72120	0.99
					01-26-023-72120	1.19
					01-26-024-72120	1.19
					01-33-000-72120	2.38

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200333	12/23/2022	020298 PEERLESS NETWORK INC	(Continued)		60-00-000-72120	3.00
					01-12-000-72120	-11.42
					01-14-000-72120	-35.70
					01-15-000-72120	-7.14
					01-17-205-72120	-21.42
					01-19-000-72120	-10.00
					01-19-020-72120	-2.86
					01-26-023-72120	-4.28
					01-26-024-72120	-4.28
					01-33-000-72120	-22.85
					01-35-000-72120	-4.28
					01-42-000-72120	-2.86
					60-00-000-72120	-14.28
					63-00-000-72120	-1.43
					Total :	2,723.22
200334	12/23/2022	020299 POINT B COMMUNICATIONS INC	INV-23222	VTP-019203	POINT B COMMUNICATIONS - WEE	
					01-35-100-72790	20,000.00
					Total :	20,000.00
200335	12/23/2022	017367 POLICE CHIEFS OF WILL COUNTY	122022		WILL COUNTY POLICE CHIEF'S ME	
					01-17-205-72170	150.00
					Total :	150.00
200336	12/23/2022	006780 POMP'S TIRE SERVICE, INC	410998336	VTP-019685	(6) TIRES UNIT 30	
					01-26-024-73560	1,566.92
					Total :	1,566.92
200337	12/23/2022	013587 PROSHRED SECURITY	1085620		SERVICE 27" EXEC CONSOLE	
					01-17-205-72750	93.28
					Total :	93.28
200338	12/23/2022	006850 QUILL CORPORATION	29578121		2PK PURPLE GLOSSY FOLDER - 10	
			29623998		01-35-000-73110	329.78
					ASTROBRIGHTS 65 #80 SHEET WH	
					01-35-000-73110	25.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200338	12/23/2022	006850 006850 QUILL CORPORATION	(Continued)		Total :	354.83
200339	12/23/2022	006361 RAY O' HERRON CO INC	2240190	VTP-019199	AMMUNITION 01-17-220-73760	540.00
			2240199	VTP-018677	TRGT 12S7~ 01-17-220-73760	540.00
					Total :	1,080.00
200340	12/23/2022	006870 RELIABLE FIRE EQUIPMENT	76309		FIRE SUPPRESSION INSPECTION 01-26-025-72530	501.50
					Total :	501.50
200341	12/23/2022	006974 RINGHOFER, WILLIAM	122122	VTP-019638	FY23 - RINGHOFER BENEFIT REIM 01-14-000-72435	663.30
					Total :	663.30
200342	12/23/2022	018820 RITTER, DANIEL	122122		NEW EMPLOYEE LUNCH REIMBUR 01-33-000-72220	76.00
					Total :	76.00
200343	12/23/2022	016334 RUSH TRUCK CENTERS	3026905894		RETURN - KT SHOE BRAKE SHOE 01-26-023-72540	-63.84
			3026912874	g	RETURN KT SHOE, BRAKE SHOE K 01-26-023-72530	-63.84
			3028086010	g	RETURN KT SHOE BRAKE SHOE K 01-26-023-72540	-63.84
			3028159672		RETURN BREATHER KIT, FULL BRE 01-26-023-72540	-498.21
			3028387315	g	RGN#221754 KT SHOE, KIT BRAKE 60-00-000-72540	-33.52
					63-00-000-72540	-11.17
					64-00-000-72540	-19.15
			3028564116		RETURN MODULE, BRAKE ASSY E 01-26-023-72540	-106.40
			3029660701		EMERGENCY UNIT#12 STREET - O 01-26-023-72540	1,280.00
			3029706488		RETURN - BRAKE DRUM - ORIGIN/	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200343	12/23/2022	016334 RUSH TRUCK CENTERS	(Continued)			
			3030146898		01-26-023-72540 GASKET OIL PAN (2) - STREET #54	-279.98
			3030171038		01-26-023-72540 RETURN OF KT SHOE KIT REMAN	390.14
			3030190490		01-26-023-72540 RETURN GASKET OIL PAN (2) STRI	-63.84
			3030571899	g	01-26-023-72540 ADJUSTER BRK SLACK	-390.14
			3030575860		01-26-023-72540 SEAL BRAKE CAMSHAFT, BUSHING	93.60
			3030611557		01-26-023-72540 ABS MODU, ANTILOCK BRAKE	106.54
			303596461		01-26-023-72540 ADJUSTER BRK SLACK	292.66
					01-26-023-72540	432.34
					Total :	1,001.35
200344	12/23/2022	020839 SALINA'S PIZZA	Ref001430424		UB Refund Cst #00484494	
					60-00-000-20599	272.48
					Total :	272.48
200345	12/23/2022	007629 SAM'S CLUB DIRECT	120922		WATER, SPOONS, LEGAL, FACIAL,	
			121422.1		01-21-210-73110 PAPER SUPPLIES	205.66
					60-00-000-73110	23.68
					63-00-000-73110	2.63
					64-00-000-73110	11.27
					01-26-024-73110	18.79
					01-26-023-73110	37.59
					Total :	299.62
200346	12/23/2022	020511 SIERRA ITS	1407		IT STAFF J. DAVILA 11/27-12/3/22, 1	
					01-16-000-72790	3,631.56
					Total :	3,631.56
200347	12/23/2022	020706 STRADA CONSTRUCTION	18-8712114		SIDEWALK FLATWORK AND CURB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200347	12/23/2022	020706 STRADA CONSTRUCTION	(Continued)	VTP-019470	01-26-023-75200	16,725.00
					Total :	16,725.00
200348	12/23/2022	018878 SUPERION LLC	371094		ONE SOLUTION FREEDOM PREMII 01-19-000-72655	105.00
					Total :	105.00
200349	12/23/2022	007297 SUTTON FORD INC./FLEET SALES	568039		STREET UNIT #3 CANNISTER FUEL 01-26-023-72540	186.30
					Total :	186.30
200350	12/23/2022	000645 TED'S GREENHOUSE INC	525028		JUNE'22 WEEKDAY WATERING BEI 01-26-023-72881	2,420.00
			525546	VTP-019364	BOULEVARD PLANTER WATERING 01-26-023-72881	1,936.00
					Total :	4,356.00
200351	12/23/2022	020790 TEXAS LIFE INSURANCE COMPANY	SB0DBM20221218001	VTP-019639	SB0DBM FY2023 - ANCILLARY TEX 01-14-000-72430	731.06
					Total :	731.06
200352	12/23/2022	006812 THE GALLERY COLLECTION	22E0067203		RED PICKUP SEASON'S GREETING 01-17-205-73600	278.79
					Total :	278.79
200353	12/23/2022	007717 THIRD DISTRICT FIRE CHIEF ASSN	5038		DECEMBER MEETING ASSESSMEN 01-19-000-72220	175.00
					Total :	175.00
200354	12/23/2022	007777 THOMPSON ELEVATOR INSPECTION	22-2892		1 NEW CONST PERMIT RE-INSP, 1 01-33-300-72853	1,594.00
					Total :	1,594.00
200355	12/23/2022	019192 TINLEY PARK CONVENTION CENTER	121422		VILLAGE OF TINLEY PARK STAFF P 01-14-000-72974	9,888.69
					Total :	9,888.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200356	12/23/2022	019712 TM TIRE CO INC	146688		24565R17 FIRESTONE DESTINATIC 01-17-205-72540	223.50
					Total :	223.50
200357	12/23/2022	015297 TORI CONSTRUCTION, LLC	800	VTP-019481	FIRE STATION #48 ROOF REPLACE 30-00-000-75103	81,557.14
					Total :	81,557.14
200358	12/23/2022	013203 TRIA ARCHITECTURE, INC.	4182	VTP-019197	WATER INFILTRATION TEST SVC T 01-26-025-72520	2,468.82
			4262	VTP-019197	WATER INFILTRATION TEST THRU 01-26-025-72520	840.00
			4301	VTP-019197	WATER INFILTRATION TEST THRU 01-26-025-72520	891.18
			4339	VTP-019533	POLICE STATION RENOVATIONS TI 30-00-000-75420	352.00
					Total :	4,552.00
200359	12/23/2022	013200 TRIBUNE PUBLISHING COMPANY	064141511000		CLASSIFIED LISTINGS BOOSTER F 01-26-025-72330	328.09
			064155679000		01-33-310-72330 CLASSIFIED LISTINGS ONINE GOV 01-33-310-72330	103.50
					Total :	512.59
200360	12/23/2022	002613 UNITED HEALTHCARE AARP	EMP#184	VTP-019641	EMP#184 FY23 - RETIREE SUPPLE 01-14-000-72435	7,571.85
					Total :	7,571.85
200361	12/23/2022	007987 UNITED METHODIST CHURCH	010123		JAN'23 PARKING RENTAL 70-00-000-72621	1,200.00
					Total :	1,200.00
200362	12/23/2022	011416 VERIZON WIRELESS	9922879940		ACCT 2804813333-00003 MOBILE S 11-00-000-72127	73.61
					01-11-000-72127	144.04
					01-12-000-72127	72.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200362	12/23/2022	011416 VERIZON WIRELESS	(Continued)			
					01-13-000-72127	36.01
					01-15-000-72127	36.12
					01-16-000-72127	181.27
					01-17-220-72127	1,545.09
					01-17-205-72127	334.97
					01-19-000-72127	32.46
					01-19-020-72127	685.08
					01-21-210-72127	252.07
					01-26-023-72127	546.17
					01-26-025-72127	118.85
					01-33-000-72127	324.09
					60-00-000-72127	240.50
					63-00-000-72127	26.72
					64-00-000-72127	114.41
					01-35-000-72127	-14.37
			9922879941		ACCT 2804813333-00003 CELLULAI	
					01-11-000-72120	353.23
					01-12-000-72120	178.12
					01-13-000-72120	89.06
					01-14-000-72120	11.43
					01-15-000-72120	107.23
					01-16-000-72120	166.43
					01-17-205-72120	4,909.25
					01-19-000-72120	537.05
					01-19-020-72120	172.08
					01-21-210-72120	224.10
					01-26-023-72120	971.13
					01-26-024-72120	143.08
					01-26-025-72120	303.53
					01-33-000-72120	346.58
					01-35-000-72120	47.03
					60-00-000-72120	468.17
					63-00-000-72120	46.82
					64-00-000-72120	153.83
			9922881245		ACCT#285837077-00001 TELLULAR	
					01-17-205-72127	1.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200362	12/23/2022	011416 011416 VERIZON WIRELESS	(Continued)		Total :	13,978.89
200363	12/23/2022	017391 VSP ILLINOIS	816740110	VTP-019642	CLIENT 2820992 FY23 - VSP BENE 01-14-000-72430	2,193.08
			816740121	VTP-019642	CLIENT30061452 FY23 - VSP BENE 01-14-000-72430	635.99
					Total :	2,829.07
200364	12/23/2022	011055 WARREN OIL CO.	W1527651		N.I., GAS USED 12/2-12/16-22	
					01-17-205-73530	8,966.66
					01-19-000-73530	656.46
					01-19-020-73530	67.67
					01-21-000-73530	1,268.53
					60-00-000-73530	748.12
					63-00-000-73530	187.03
					64-00-000-73530	400.78
					01-26-023-73530	1,300.75
					01-26-024-73530	353.54
					01-33-300-73530	178.93
					01-12-000-73530	121.27
					01-14-000-73532	25.98
					01-14-000-73531	5,776.09
					01-42-000-73530	439.16
					Total :	20,490.97
200365	12/23/2022	018766 WEST CENTRAL MUNICIPAL	0007367-IN	VTP-019699	TREE PLANTINGS FALL 2022 PLAN 01-26-023-75630	57,215.50
					Total :	57,215.50
200366	12/23/2022	020217 WEX	0001642301-IN	VTP-019228	FY23-WEX (FSA/COBRA EXPENSE) 01-12-000-72449	104.00
					Total :	104.00
200367	12/23/2022	011057 WEX BANK	85773393		ACCT#0496-00-813434-8 GAS USE, 01-17-205-73530	327.34
					Total :	327.34
200368	12/23/2022	008226 WYMAN & COMPANY	121522		REIMBURSEMENT FOR SIGNAGE /	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200368	12/23/2022	008226 WYMAN & COMPANY	(Continued)		27-00-000-79118	992.50
Total :						992.50
108 Vouchers for bank code : apbank						Bank total : 1,239,158.33
108 Vouchers in this report						Total vouchers : 1,239,158.33

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

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

_____ Village President

_____ Village Clerk

_____ Date

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
123022	12/30/2022	004640 HEALTHCARE SERVICE CORPORATION	010123		FY23 - BCBSIL MEDICAL BENEFIT E	
				VTP-019633	01-14-000-72430	436,022.36
				VTP-019633	01-14-000-72435	95,222.08
					Total :	531,244.44
200371	12/30/2022	014739 3M	9420442727		SIGN MATERIALS	
				VTP-019680	01-26-023-73830	1,466.07
			9420442730		SIGN MATERIALS	
				VTP-019680	01-26-023-73830	576.49
					Total :	2,042.56
200372	12/30/2022	013702 A T & T	#6558074703		ACCT#8310011782085 VILL OF TP L	
					01-11-000-72120	148.10
					01-12-000-72120	148.10
					01-14-000-72120	148.10
					01-15-000-72120	148.10
					01-16-000-72120	148.10
					01-17-205-72120	148.10
					01-19-000-72120	148.10
					01-21-000-72120	148.10
					01-26-023-72120	148.10
					01-26-024-72120	148.10
					01-26-025-72120	148.10
					01-33-000-72120	148.10
					01-35-000-72120	148.10
					01-42-000-72120	148.10
					60-00-000-72120	94.73
					63-00-000-72120	10.45
					64-00-000-72120	45.20
					Total :	2,223.78
200373	12/30/2022	019563 AEP ENERGY INC	3013134260		ACCT#3013134260 UTIL#677116304	
					01-26-024-72510	2,882.62
					Total :	2,882.62
200374	12/30/2022	013749 AMERICAN COMPUTER &	27692		MAINT AGREEMENT TELETICKET >	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200374	12/30/2022	013749 AMERICAN COMPUTER &	(Continued)		01-26-023-72513	118.75
					01-26-024-72513	118.75
					60-00-000-72513	124.69
					63-00-000-72513	41.56
					64-00-000-72513	71.25
					Total :	475.00
200375	12/30/2022	002655 AMERICAN HERITAGE LIFE	MG076	VTP-019621	FY2023 ALLSTATE BENEFIT BILLIN	
					01-14-000-72430	2,146.28
					Total :	2,146.28
200376	12/30/2022	020280 BETTENHAUSEN & ASSOCIATES LLC	122322		FINANCIAL AND ADMIN PROF SVC	
					01-15-000-72790	4,950.00
					Total :	4,950.00
200377	12/30/2022	016817 BEVERLY SNOW AND ICE INC	60255	VTP-019614	MUNICIPAL PARKING LOT SNOW R	
			60257	VTP-019614	01-26-023-72785	6,585.00
					MUNICIPAL PARKING LOT SNOW R	
					01-26-023-72785	13,090.00
					Total :	19,675.00
200378	12/30/2022	019061 BIO-TRON INC	41672		PREVENTATIVE MAINTENANCE - A	
					01-19-000-72720	400.00
					Total :	400.00
200379	12/30/2022	018503 CARDNO INC	2018525	VTP-019420	DRAINAGE REPAIRS	
					65-00-000-72591	14,375.00
					Total :	14,375.00
200380	12/30/2022	003396 CASE LOTS INC	15441	VTP-019694	JANITORIAL SUPPLIES	
					01-26-025-73580	1,173.70
					Total :	1,173.70
200381	12/30/2022	015199 CHICAGO PARTS & SOUND LLC	3-0053264		PRIME GUARD SYN - VILLAGE MGI	
			3-0053271		01-12-000-72540	35.94
					OIL FILTER - VILLAGE MGR #72	
					01-12-000-72540	5.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200381	12/30/2022	015199 CHICAGO PARTS & SOUND LLC	(Continued) 3-0053311		PRIME GUARD SYN 5W30 DEX UNI 01-12-000-72540	35.94
					Total :	77.78
200382	12/30/2022	018198 CHICAGOLAND INVESTIGATIVE SERV	5720	VTP-019222	FY23-CHICAGOLAND INVESTIGATI 01-14-000-72446	3,204.95
			5729	VTP-019222	FY23-CHICAGOLAND INVESTIGATI 01-14-000-72446	3,674.74
					Total :	6,879.69
200383	12/30/2022	013820 CINTAS CORPORATION	4141534325		3X10 GRAY MAT, 3X10 BLACK MAT, 01-26-025-72790	408.73
					Total :	408.73
200384	12/30/2022	012057 COMCAST CABLE	8771401810316240		ACCT#8771401810316240 7850 183 01-17-205-72517	65.40
					Total :	65.40
200385	12/30/2022	013892 COMED	6771163052		ACCT#6771163052 TRAFFIC SIGNA 01-26-024-72510	1,657.40
					Total :	1,657.40
200386	12/30/2022	003472 COMED - COMMONWEALTH EDISON	7063131025		ACCT#7063131025 7813 174TH ST 64-00-000-72510	54.31
					Total :	54.31
200387	12/30/2022	013878 COMED - COMMONWEALTH EDISON	0021100130		ACCT#0021100130 17529 66TH AVE 01-26-024-72510	38.12
			0052035006		ACCT#0052035006 6720 SOUTH ST 01-26-025-72510	1,494.59
			0369095018		ACCT#0369095018 6761 NORTH ST 01-26-024-72510	417.29
			0522112018		ACCT#0522112018 17048 OPA 11/17 01-26-024-72510	23.29
			1222218001		ACCT#1222218001 1 E OPA NORTH 70-00-000-72510	102.33

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200387	12/30/2022	013878 COMED - COMMONWEALTH EDISON	(Continued) 1224165129		ACCT#1224165129 7053 W 183RD S 01-26-024-72510	90.19
			2761036017		ACCT#2761036017 8317 AMBERLY 01-26-024-72510	15.55
			3784064010		ACCT#3784064010 16301 CENTRA 60-00-000-72510	45.06
					63-00-000-72510	45.06
			6483053261		ACCT#6483053261 17495 S LAGRA 01-26-023-72510	23.65
			7398024011		ACCT#7398024011 7000 W 183RD S 01-26-024-72510	122.61
					Total :	2,417.74
200388	12/30/2022	016470 CONSTRUCTION CONCEPTS OF IL	5563	VTP-019472	ELECTRICAL UPGRADE TO EMERC 30-00-000-75812	4,915.00
					Total :	4,915.00
200389	12/30/2022	018234 CORE & MAIN LP	S095850		MISC MATERIAL, 6 PVC SWR PIPE 60-00-000-73630	192.10
					63-00-000-73630	21.34
					64-00-000-73630	91.48
					Total :	304.92
200390	12/30/2022	003635 CROSSMARK PRINTING, INC	89443		UTILITY TERMINATION NOTICE 60-00-000-72310	179.84
					64-00-000-72310	77.07
					Total :	256.91
200391	12/30/2022	004009 EAGLE UNIFORM CO INC	INV-12063		POLYCOTTON MIDNIGHT NAVYPAN 01-19-020-73610	114.00
					Total :	114.00
200392	12/30/2022	004094 EJ EQUIPMENT INC.	E02098	VTP-019695	PUSH CAMERA 64-00-000-73800	10,964.00
					Total :	10,964.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200393	12/30/2022	011176 ELEMENT GRAPHICS & DESIGN, INC	2325		MISC VINYL GRAPHICS FOR FIRE 01-19-000-72540	77.03
					Total :	77.03
200394	12/30/2022	017807 EMERGENCY VEHICLE SERVICE INC.	13053		I-R3 COMPARTMENT - NOT OPENIN 01-19-000-72540	820.58
			13058		T46 SCANNED VEHICLE - REPAIR V 01-19-000-72540	724.80
			13064		T46 - DOOR LATCHES BINDING 01-19-000-72540	474.00
					Total :	2,019.38
200395	12/30/2022	004176 FEDEX (FEDERAL EXPRESS)	7-984-01699		ACCT#723591392 SHIPPING COST: 01-14-000-72110	32.15
					Total :	32.15
200396	12/30/2022	012484 FERGUSON FACILITIES #3400	7000979	VTP-019693	WASHER AND DRYER REPLACEME 01-19-000-72524	1,357.00
					Total :	1,357.00
200397	12/30/2022	011132 FORCE ENTERPRISES	056977		VILLAGE ENVELOPES - 3 COLOR V 01-14-000-72310	172.90
					Total :	172.90
200398	12/30/2022	018387 GBJ SALES, LLC	4707		SAFETY GLOVES	
				VTP-019697	01-26-023-73845	716.00
				VTP-019697	01-26-024-73845	358.00
				VTP-019697	60-00-000-73845	451.08
				VTP-019697	63-00-000-73845	50.12
				VTP-019697	01-26-023-73845	15.98
				VTP-019697	01-26-024-73845	7.99
				VTP-019697	60-00-000-73845	10.07
				VTP-019697	63-00-000-73845	1.12
				VTP-019697	64-00-000-73845	219.59
					Total :	1,829.95
200399	12/30/2022	004438 GRAINGER	9548393082		REFERENCE BOOK ENGLISH PAPE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200399	12/30/2022	004438 GRAINGER	(Continued)			
			9548429027		01-19-000-73870 MOBILE POLICE SCANNER 500 CH 01-19-000-73870	43.98 101.18
					Total :	145.16
200400	12/30/2022	000863 GRAPHIC SCREEN PRINTING	17661	VTP-019591	LONG AND SHORT SLEEVE T SHIR 01-19-000-73610	978.90
					Total :	978.90
200401	12/30/2022	018696 HENRY'S HOUSE OF DECORATED	1199		EMBROIDERED TPFD SCRAMBLE I 01-19-000-73870	66.00
					Total :	66.00
200402	12/30/2022	004978 ILLINOIS ASSOC OF CHIEFS OF	12123		SAFE-T ACT TRAINING 8 ATTENDEI 01-17-205-72140	160.00
					Total :	160.00
200403	12/30/2022	005186 INTERSTATE BATTERY SYSTEM	325137		DCM 0040, UTCORE - WEST SIDE F 63-00-000-72528	60.97
			325138		60-00-000-72528 DCM 0040, UTORE BATTERIES 60-00-000-72528 63-00-000-72528	60.98 60.98 60.97
					Total :	243.90
200404	12/30/2022	020794 LEGALSHIELD	0025407	VTP-019634	FY23 - ANCILLARY LEGALSHIELD E 01-14-000-72430	52.85
					Total :	52.85
200405	12/30/2022	003440 M. COOPER WINSUPPLY CO.	123381-02		URINAL MODULE SLOAN 01-26-025-72520	227.80
					Total :	227.80
200406	12/30/2022	007100 M. E.SIMPSON COMPANY, INC	39759	VTP-019577	SEWER GRAVITY MAIN FELL INSPI 64-00-000-73800	2,583.75
					Total :	2,583.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200407	12/30/2022	013969 MAP AUTOMOTIVE OF CHICAGO	40-696368		BATTERY - POLICE 24A 01-17-205-72540	125.33
					Total :	125.33
200408	12/30/2022	020322 MASTER AUTO SUPPLY	15030-125866		EXH BANDAGE-120 STREET UNIT 3 01-26-023-72540	17.58
			15030-125883		CQ CLAY OIL ABSORBNT 60-00-000-73840	17.70
					63-00-000-73840	17.57
					64-00-000-73840	15.06
					01-26-023-73840	50.21
					01-26-024-73840	24.98
					Total :	143.10
200409	12/30/2022	006074 MENARDS	30346		MAN VS MACHINE KIT	
			31529	VTP-019547	01-19-000-73870 PRFCT PUTDWN PRM CRPT ADH	1,545.26
			31624		01-26-025-72520 MF-DPSKT 1/2 DR 12 PT 9/16, MF-S	17.98
					60-00-000-73410	6.90
					63-00-000-73410	0.76
					64-00-000-73410	3.30
			31626		5 GALLON MENARD PAIL, 11.5OZ F 60-00-000-73870	14.20
					63-00-000-73870	14.20
					64-00-000-73870	12.17
					01-26-023-73870	40.58
					01-26-024-73870	20.30
			31712		24" ROUGH-SURF PUSH BROOM 01-26-023-73410	23.49
			31942		OSCILLATING TOWER HEATER, PE 01-17-205-73600	199.98
					01-26-025-73870	43.98
			31957		15 QT CLEARVIEW LATCH BOX 60-00-000-73870	2.68
					63-00-000-73870	2.68
					64-00-000-73870	2.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200409	12/30/2022	006074 MENARDS	(Continued)			
					01-26-023-73870	7.67
					01-26-024-73870	3.83
			32127		MANUAL CABINET HEATER	
					60-00-000-72520	37.79
					63-00-000-72520	12.60
					64-00-000-72750	21.60
					Total :	2,034.26
200410	12/30/2022	015723 NICOR	64423710009		ACCT#6442710009 METER 3358398	
					01-26-025-72511	1,953.22
			81423710003		ACCT#81423710003 METER 283161	
					01-26-025-72511	215.94
			90223493009		ACCT#90223493009 METER 508073	
					01-26-025-72511	678.11
					Total :	2,847.27
200411	12/30/2022	006475 PARK ACE HARDWARE	69404/1		ACCT#9404 INV#69404/1 CLAMP W	
					01-19-000-73870	26.98
					Total :	26.98
200412	12/30/2022	006361 RAY O' HERRON CO INC	2240639		PANTS, CARGO, HAT BAND SNAKE	
					01-17-220-73610	697.16
					Total :	697.16
200413	12/30/2022	016334 RUSH TRUCK CENTERS	3030611042		VALVE AUTO TANK DRAIN W/HEATI	
					01-26-023-72540	265.44
			3030612701		ADJUSTER BRK SLK - STREET STC	
					01-26-023-72540	93.60
			3030616337		VALVE AUTO TANK DRAIN W/HEATI	
					01-26-023-72540	265.44
					Total :	624.48
200414	12/30/2022	007629 SAM'S CLUB DIRECT	121522		STEAM PANS, STAND, CHAFING FL	
					60-00-000-72220	18.78
					63-00-000-72220	18.78
					64-00-000-72220	16.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200414	12/30/2022	007629 SAM'S CLUB DIRECT	(Continued)			
					01-26-023-72220	53.65
					01-26-024-72220	26.82
			121622		BROWNIE BITES, COOKIE TRAY	
					60-00-000-72220	8.39
					63-00-000-72220	8.39
					64-00-000-72220	7.19
					01-26-023-72220	23.97
					01-26-024-72220	11.98
			122122		WATER	
					60-00-000-73115	13.01
					63-00-000-73115	13.01
					64-00-000-73115	11.15
					01-26-023-73115	37.18
					01-26-024-73115	18.61
			122822		WATER, 5% WHT DISTF	
					01-26-025-73580	17.04
					60-00-000-73115	3.72
					63-00-000-73115	3.72
					64-00-000-73115	3.18
					01-26-023-73115	10.62
					01-26-024-73115	5.32
					Total :	330.60
200415	12/30/2022	012238 STAPLES BUSINESS ADVANTAGE	3524807711		RY23 BS ALIGNED PSSGS 8X11, VE	
					01-15-000-73110	88.16
					01-11-000-73110	16.40
					01-14-000-73110	15.98
			3524807712		DOUBLE TICKET - RED #19163	
					01-11-000-73110	59.77
					Total :	180.31
200416	12/30/2022	011189 STAPLES CREDIT PLAN	3523016241		FILE POCKET ENDRB LTR	
					01-14-000-73110	38.13
			3523016245		CORRECTION TAPE, POST IT MIAN	
					01-14-000-73110	149.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200416	12/30/2022	011189	011189 STAPLES CREDIT PLAN		(Continued)	Total : 187.53
200417	12/30/2022	007297	SUTTON FORD INC./FLEET SALES	568298	SOCKET AND WIRE AS - POLICE 11 01-17-205-72540	334.65
					Total :	334.65
200418	12/30/2022	007886	THEODORE POLYGRAPH SERVICE	8021	PRE-EMPLOYMENT CYNTHIA TORR 01-41-040-72846	200.00
					Total :	200.00
200419	12/30/2022	012187	TOTAL AUTOMATION CONCEPTS, INC	W31139	POLICE DEPT. BOILER CONTROLL 01-26-025-72530	12,320.00
				VTP-019587	Total :	12,320.00
200420	12/30/2022	020793	TRANSAMERICA LIFE INSURANCE	2504837048	FY23 - TRANSAMERICA BENEFIT B 01-14-000-72435	89.50
				VTP-019640	Total :	89.50
200421	12/30/2022	008040	UNDERGROUND PIPE & VALVE CO	058694	EMERGENCY REPAIR - BREAKFLAI 60-00-000-73630 63-00-000-73630 64-00-000-73630	1,799.91 199.99 857.10
					Total :	2,857.00
200422	12/30/2022	010165	WAREHOUSE DIRECT INC	5394522-0	PAPER - OFFICE SUPPIES 01-14-000-73110	343.74
				5394809-0	PAPER - SPOT MARKET 20LBS 01-14-000-73110	114.58
				5396840-0	PAPER, SPOT MARKET 20LB, 92 BF 01-19-000-73110	343.74
					Total :	802.06
200423	12/30/2022	012976	ZYLKA, MATTHEW	122122	REIMBURSEMENT FOR TRAINING (I 01-17-205-72170	175.00
					Total :	175.00
54 Vouchers for bank code : apbank						Bank total : 643,626.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4339	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52
					Total :	1,704.52
4340	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02
					Total :	1,113.02
4341	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 201019W041		PAYEE-ROGER DAVISSON AND KR 01-14-000-72542	132,366.97
					Total :	132,366.97
4342	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-VILLAGE OF TINLEY PARK 63-00-000-72542 64-00-000-72542 60-00-000-72542	183.06 490.35 961.09
					Total :	1,634.50
4343	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-1		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	425.05 80.96 216.87
					Total :	722.88
4344	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-2		PAYEE-ALIGN NETWORKS INC 60-00-000-72542 63-00-000-72542 64-00-000-72542	256.43 48.84 130.83
					Total :	436.10
4345	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	609.26
					Total :	609.26
4346	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-2		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	236.61
					Total :	236.61

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Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4347	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-3		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	196.27
					Total :	196.27
4348	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-4		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	146.99
					Total :	146.99
4349	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-5		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	236.61
					Total :	236.61
4350	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-3		PAYEE-ILLINOIS BONE AND JOINT 60-00-000-72542 63-00-000-72542 64-00-000-72542	86.19 16.42 43.97
					Total :	146.58
4351	12/27/2022	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-6		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	3,014.26
					Total :	3,014.26
4352	12/28/2022	018837	INSURANCE PROGRAM MANAGERS GR 210731W002-3		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542	961.09 183.06 490.35
					Total :	1,634.50
14 Vouchers for bank code : ipmq						Bank total : 144,199.07
68 Vouchers in this report						Total vouchers : 787,825.33

Bank code : ipmq

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

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200427	1/6/2023	019563 AEP ENERGY INC	3013134248		ACCT#3013134248 UTIL#4384028017 68	
					01-26-024-72510	53.17
			3013134259		ACCT#3013134259 UTIL#4623055116 19	
					08-00-000-72510	157.60
					01-26-024-72510	9,429.48
					Total :	9,640.25
200428	1/6/2023	002734 AIR ONE EQUIPMENT, INC	188507		HELMET AND BOOT PURCHASE	
				VTP-019600	01-19-000-74619	13,125.00
					Total :	13,125.00
200429	1/6/2023	017521 ALL STAR FENCE	22022212-V		FENCE	
				VTP-019602	01-26-023-72790	3,588.00
					Total :	3,588.00
200430	1/6/2023	018781 ALTORFER INDUSTRIES INC	C2627401		RENTAL OF MAXI HEATER FOR THE HC	
				VTP-019549	01-35-000-72954	1,764.00
					Total :	1,764.00
200431	1/6/2023	020849 ALWAYS UNDERGROUND INC	Ref001430746		UB Refund Cst #00519272	
					60-00-000-20599	43.00
					Total :	43.00
200432	1/6/2023	002628 AMERICAN WATER	122922		12/01-12/30/22 SEWER TREATMENT SE	
					64-00-000-73225	47,217.60
					Total :	47,217.60
200433	1/6/2023	002452 AMERIGAS	3144434253		PICK UP CHARGE - PROPANE	
					01-35-000-72954	149.99
			3144434254		PROPANE, SERVICE DISPATCH FEE, L/	
					01-35-000-72954	1,500.18
					Total :	1,650.17
200434	1/6/2023	010026 ANDERSON PUMP SERVICE	RH-16001		GILBARCO BELT, PETRO CLEAR FUEL I	
					01-26-025-72530	263.50
					Total :	263.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200435	1/6/2023	002665 APPLE CHEVROLET	361299		NUT 5.813 N DO NOT SELL OUTSIDE - F 01-19-000-72540	49.50
					Total :	49.50
200436	1/6/2023	004223 ARC ILLINOIS	932737		COLOR INJET BOND, CYAN INK, YELLC 01-35-000-73110	262.74
			932752		YELLOW INK 01-35-000-73110	94.71
					Total :	357.45
200437	1/6/2023	020345 BASELINE INC	13385-2023		1YR BASEMANAGER PLUS SVC FOR 1 01-26-023-72655	199.00
					Total :	199.00
200438	1/6/2023	012966 BOLING, THOMAS	12-22		MONTHLY RETAINER DEC '22 01-16-000-72650	1,500.00
					Total :	1,500.00
200439	1/6/2023	015199 CHICAGO PARTS & SOUND LLC	3-0053398		2017 PLUS F-250/F350 STREET UNIT 21 01-26-023-72540	90.41
					Total :	90.41
200440	1/6/2023	018325 CHICAGO TRIBUNE COMPANY LLC	166164234		SUBSCRIPTION THRU 3/21/23 01-14-000-72720	87.50
					Total :	87.50
200441	1/6/2023	013820 CINTAS CORPORATION	9205861896		MEDICINE CABINET - PD SHOOTING R 01-26-025-73117	31.77
			9205861926		MEDICINE CABINET - PUBLIC SAFETY I 01-26-025-73117	324.86
			9205861945		MEDICINE CABINET - VH 01-26-025-73117	236.98
			9205861956		MEDICINE CABINET - FD #49 01-26-025-73117	199.21
			9205862365		MEDICINE CABINET - FD #48 01-26-025-73117	188.29
			9205864270		MEDICINE CABINET - FD #47	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200441	1/6/2023	013820 CINTAS CORPORATION	(Continued)			
					01-26-025-73117	85.80
			9205865432		MEDICINE CABINET - FIRE TRAINING T	
					01-26-025-73117	92.79
			9205866551		MEDICINE CABINET - FD #46	
					01-26-025-73117	211.83
					Total :	1,371.53
200442	1/6/2023	013820 CINTAS CORPORATION	4141750363		3X10 BLACK MAT, 3X5 GRAY MAT, 3X5 F	
					01-26-025-72790	176.78
					Total :	176.78
200443	1/6/2023	003472 COMED - COMMONWEALTH EDISON	7063131025		ACCT#7063131025 7813 174TH ST 11/18	
					64-00-000-72510	54.31
					Total :	54.31
200444	1/6/2023	013878 COMED - COMMONWEALTH EDISON	0519019106		ACCT#0519019106 6750 SOUTH ST 11/18	
					12-00-000-72510	11.00
			2587063010		ACCT#2587063010 17311 OPA 11/17-12/	
					12-00-000-72510	18.96
			4329016037		ACCT#4329016037 17238 OPA 11/17-12/	
					12-00-000-72510	23.29
			7063131025		ACCT#7063131025 7813 174TH ST 11/18	
					64-00-000-72510	54.31
			7090006006		ACCT#7090006006 17231 OPA 11/17-12/	
					12-00-000-72510	18.96
					Total :	126.52
200445	1/6/2023	003635 CROSSMARK PRINTING, INC	89384		BUSINESS CARDS - MICHAEL O WHALI	
					01-33-000-72310	42.25
			89464		10 WINDOW ENVELOPE, #10 REGULAR	
					01-19-000-72310	557.50
					Total :	599.75
200446	1/6/2023	004009 EAGLE UNIFORM CO INC	INV-12063		POLYCOTTON MIDNIGHT NAVY PANTS	
					01-19-020-73610	114.00
			INV-12104		FIRE MEMBER UNIFORMS (CLASS A&B	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200446	1/6/2023	004009 EAGLE UNIFORM CO INC	(Continued)			
			INV-12116	VTP-019131	01-19-000-73610	261.25
			INV-12138		33 AMERICAN FLAG REVERSED WHITE	
					01-19-000-73610	5.25
			INV-12139	VTP-019446	CHIEF BADGE, DEPUTY CHIEF BADGE	
					01-19-000-73610	1,356.00
				VTP-019131	ADDING ANOTHER 12,0000. TO THE EA	
					01-19-000-73610	106.00
					Total :	1,842.50
200447	1/6/2023	017807 EMERGENCY VEHICLE SERVICE INC.	13178		BOOT 46 UNIT 1403- SERVICE	
			13188		01-19-000-72540	2,412.25
					DRIVE SHAFT AND CENTER BEARINGS	
					01-19-000-72540	2,823.19
					Total :	5,235.44
200448	1/6/2023	015058 FLEETPRIDE	104585928		AIR GOVERNOR - D2 STYLE STREET S	
					01-26-023-72530	69.98
					Total :	69.98
200449	1/6/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN00569591		WHITE DUPLEX RECEPTACLE, 4" SQ B	
			IN00569592		14-00-000-72800	1,009.00
			IN00569593		WHITE DUPLEX RECEPTACLE, 4" SQ E	
					14-00-000-72800	1,009.00
					WHITE DUPLEX RECEPTACLE SELF GF	
					14-00-000-72800	1,009.00
					Total :	3,027.00
200450	1/6/2023	004438 GRAINGER	9543268727		HEX SHANK DRILL 1/2" HSS	
			9543367636		01-19-000-72530	16.41
			9543367644		HEX SHANK DRILL 7/16" HSS	
					01-19-000-72530	14.27
			9556858422		BATTERY LITHIUM SIZE 123, 3VDC PK	
			9556905454		01-19-000-73115	23.34
					CAR WASH BRUSH 10" GREEN, COLOF	
					01-19-000-73870	389.35
					MOBILE POLICE SCANNER 500 CHANN	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200450	1/6/2023	004438 GRAINGER	(Continued)		01-19-000-73870	101.18
					Total :	544.55
200451	1/6/2023	018696 HENRY'S HOUSE OF DECORATED	1184		CARHARTT MIDWEIGHT THERMAL LINI	
					01-19-000-73610	186.00
					Total :	186.00
200452	1/6/2023	001487 HOMEWOOD DISPOSAL SERVICE	8120695		30YD EXCHANGE-HAUL, DUMP CHARG	
					01-26-023-72890	435.80
					Total :	435.80
200453	1/6/2023	005186 INTERSTATE BATTERY SYSTEM	325474		M-65HC, ATCORE BATTERY	
					01-26-023-72540	106.00
					Total :	106.00
200454	1/6/2023	005212 J S R ENTERPRISES INC	26222		EMERG REPAIR - PLUMBING - MIXING '	
			26224		01-26-025-72520	1,205.65
					PLUMBING - PUBLIC SAFETY BLDG WC	
					01-26-025-72520	479.05
					Total :	1,684.70
200455	1/6/2023	011466 JEWEL OSCO	722802		****8778 SNACKS FOR MEETING	
					01-14-000-73115	98.88
					Total :	98.88
200456	1/6/2023	017603 LAKESIDE CONSULTANTS	010123		DEC'22 SERVICES INVOICE - PLAN RE\	
			120122		01-33-300-72790	10,015.00
					NOV'22 SERVICES - PLAN REVIEW ANC	
					01-33-300-72790	31,505.00
					Total :	41,520.00
200457	1/6/2023	006559 LINDE GAS & EQUIPMENT INC	33175675		INDUSTRIAL ACETYLENE - HIGH PRES	
					01-26-023-73730	141.11
					60-00-000-73730	49.39
					63-00-000-73730	49.39
					64-00-000-73730	42.33
					01-26-024-73730	70.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200457	1/6/2023	006559 006559 LINDE GAS & EQUIPMENT INC	(Continued)		Total :	352.78
200458	1/6/2023	003440 M. COOPER WINSUPPLY CO.	12600701		111-XL REGAL FV ADA SLOAN 01-26-025-72520	135.00
					Total :	135.00
200459	1/6/2023	007100 M. E.SIMPSON COMPANY, INC	39771	VTP-019592	WATER ASSESSMENT PROGRAM CON 60-00-000-72513	2,925.00
					Total :	2,925.00
200460	1/6/2023	020322 MASTER AUTO SUPPLY	15030-126077		14" CUT OFF WHEEL METAL - STREET : 01-26-023-72530	59.20
					Total :	59.20
200461	1/6/2023	005645 MEADE ELECTRIC COMPANY INC.	702852		TRAFFIC SIGNAL MAINTENANCE - DEC 01-26-024-72775	554.85
					Total :	554.85
200462	1/6/2023	006074 MENARDS	31381		LOCK W/4' CABLE 40MM 01-19-000-73870	10.99
			31660		2 GAL MENARD PAIL, EXT DECK COMB 01-19-000-73580	12.98
					01-19-000-73870	114.56
			31697		11/32" TITANIUM DRILL BIT 01-19-000-72530	17.98
			31965		JUG END ICE - FOR EMA VEHICLES SN 01-21-000-72530	33.96
			32080		CYCLONIC CERAMIC HEATER 01-26-025-72523	439.79
					Total :	630.26
200463	1/6/2023	005856 MONROE TRUCK EQUIPMENT,INC.	338827		HANGER, SUPPORT - STREET SNOW/I 01-26-023-72530	88.64
					Total :	88.64
200464	1/6/2023	005664 MORTON SALT INC	5402718222	VTP-019597	ROAD SALT FOR 2022/2023 SEASON 01-26-023-73810	14,166.19
				VTP-019597	08-00-000-73810	289.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200464	1/6/2023	005664 MORTON SALT INC	(Continued) 5402719569		ROAD SALT FOR 2022/2023 SEASON	
				VTP-019597	01-26-023-73810	8,283.11
				VTP-019597	08-00-000-73810	169.04
			5402719570		ROAD SALT FOR 2022/2023 SEASON	
				VTP-019597	01-26-023-73810	14,699.70
				VTP-019597	08-00-000-73810	299.99
			5402720782		ROAD SALT FOR 2022/2023 SEASON	
				VTP-019597	01-26-023-73810	22,456.58
				VTP-019597	08-00-000-73810	458.30
					Total :	60,822.02
200465	1/6/2023	017651 MSC INDUSTRIAL SUPPLY CO.	5878236001		GR 8 SHAKER SCREEN BOLT	
					01-26-023-72540	505.98
					Total :	505.98
200466	1/6/2023	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-12-22MC-2		MULTICOUPLERS	
				VTP-019596	30-00-000-75812	4,087.20
					Total :	4,087.20
200467	1/6/2023	012301 MVP FIRE SYSTEMS,INC	15708		ANNUAL FIRE SPRINKLER INSPECTION	
					01-26-025-72790	745.68
			15709		ANNUAL FIRE SPRINKLER INSPECTION	
					01-26-025-72790	745.68
			15710		ANNUAL FIRE SPRINKLER INSPECTION	
					01-26-025-72790	329.68
			15711		ANNUAL FIRE SPRINKLER INSPECTION	
					01-26-025-72790	329.68
					Total :	2,150.72
200468	1/6/2023	015723 NICOR	01981510009		ACCT#01981510009 METER#3968968 7	
					01-26-025-72511	656.54
			06821610000		ACCT#06821610000 METER 2769335 66	
					60-00-000-72511	211.45
					63-00-000-72511	211.45
					64-00-000-72511	181.24
			12213610004		ACCT#12213610004 METER#5031396 7	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200468	1/6/2023	015723 NICOR	(Continued)			
					01-26-025-72511	1,132.67
			53463710003		ACCT#53463710003 METER 2912216 1E	
					01-26-025-72511	187.38
			54072310003		ACCT#54072310003 METER 5420864 1E	
					01-26-025-72511	2,283.63
			73675410002		ACCT#73675410002 METER 3561300 7E	
					01-26-025-72511	3,531.97
			74433410003		ACCT#74433410003 METER 3575402 77	
					01-26-025-72511	49.59
			83523710008		ACCT#83523710008 METER#3026205 7	
					01-26-025-72511	4,045.77
			96019958527		ACCT#96019958527 METER#4582666 7	
					01-26-025-72511	584.63
					Total :	13,076.32
200469	1/6/2023	006475 PARK ACE HARDWARE	069238/1		ACCT#891431 INV#069238/1 - WD SCRE	
					60-00-000-73840	4.19
					63-00-000-73840	1.40
					64-00-000-73840	2.40
			069240/1		CUST #89143 INV #069240/1 - CORNER	
					60-00-000-73840	30.23
					63-00-000-73840	10.08
					64-00-000-73840	17.28
			069362		CUST#9404 INV#069362 - DISENFECTA	
					01-19-000-73570	152.90
					01-19-000-73585	662.88
					01-19-000-73580	631.51
			069467/1		CUST #89143 - MAILBOX RURAL TIEITE	
					01-26-023-73840	19.99
			69336/1	VTP-019675	CUST#891432 INV#69336/1 SNOW BLO'	
					01-26-023-73410	749.00
			69337/1	VTP-019675	CUST#891432 INV#69337/1 SNOW BLO'	
					01-26-023-73410	749.00
			69378/1		CUST#9404 INV#69378/1 - BIT DRILL, AI	
					01-19-000-73870	21.54
			69445/1		CUST#9404 INV#69445/1 - VAC BELT SV	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200469	1/6/2023	006475 PARK ACE HARDWARE	(Continued)		01-19-000-73870	7.99
Total :						3,060.39
200470	1/6/2023	017268 PETERSON JOHNSON & MURRAY	138092		4173.0006 LEGAL SVC J&J GAMING TP	
			138093		01-14-000-72850	1,161.00
			138094		4173.0007 LEGAL SVC J&J VENTURES	2,171.50
			138099		01-14-000-72850	795.50
			138101		4173-0009 LEGAL SVC J&J GAMING TP	5,568.50
			138103		01-14-000-72850	1,591.00
			138104		4160.0001 LEGAL SVC VPT PROSECUT	4,230.00
			138105		01-14-000-72850	60.00
			138108		4130.0031 LEGAL SVC PT EMINENT DO	4,558.00
			138109		01-14-000-72850	3,871.50
			138110		4130.0050 LEGAL SVC LINCOLN WAY 1	990.00
			138255		01-14-000-72850	1,591.00
Total :						49,306.50
Total :						75,894.50
200471	1/6/2023	006499 PITNEY BOWES INC	1022220593		ACCT#0012198182 EQUIP RENTAL 1/16	
					01-14-000-72750	75.00
					60-00-000-72750	75.00
Total :						150.00
200472	1/6/2023	019583 PRECISE MRM LLC	200-1040614		5MB FLAT DATA PLAN US WITH NAF	
					01-26-023-72655	189.00

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200472	1/6/2023	019583 019583 PRECISE MRM LLC	(Continued)		Total :	189.00
200473	1/6/2023	006850 QUILL CORPORATION	29622774		QB CONTEMP FULL STRAP STAPLER	
					01-33-000-73110	10.37
			29626009		JUMBO PENCIL CUP, SORTER, TRAY, B	
					01-33-000-73110	281.37
			29630654		FINE GRANITE GRAY 24OB 100CT PAPI	
					01-33-000-73110	17.39
			29765690		CLEAR LG PARTY BAGS 25CT	
					01-35-000-73110	34.84
			29779053		2.8MIL TOPLOADING SHT PROTECT	
					01-35-000-73110	11.84
					Total :	355.81
200474	1/6/2023	017584 RELADYNE	1441267-IN		PICK UP 5 EMPTY DRUMS	
					01-26-023-73535	-100.00
			1443515-IN		DRY DIESELALL API DEF	
					01-19-000-73540	271.80
					Total :	171.80
200475	1/6/2023	006870 RELIABLE FIRE EQUIPMENT	70600		6 YR COMPLIANCE 5#, REPAIR PARTS,	
					01-19-000-72535	553.25
			74043		RECERTIFY 20# PRES-ABC	
					01-19-000-72535	84.95
					Total :	638.20
200476	1/6/2023	006874 ROBINSON ENGINEERING CO. LTD.	22120158		21-R0430 TP SCANNELL DEVELOPMEN	
					01-14-000-72840	2,632.25
			22120159		21-R0681 TP OAK RIDGE SUBDIVISION	
					16-00-000-72840	1,066.25
			22120160		22-R-0503 TP MARRIOTT HOTEL (183RI	
					01-14-000-72840	3,743.50
			22120241		22-R0633 TP GAS N WASH (LAGRANGE	
					01-14-000-72840	1,499.50
			22120411		19-R0866.04 TP 191ST ST & 80TH AVE -	
					26-00-000-75706	962.75
			22120412		21-R0315.01 TP 174TH ST. RECONSTR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200476	1/6/2023	006874 ROBINSON ENGINEERING CO. LTD.	(Continued)			
					16-00-000-75703	511.84
					16-00-000-75500	169.36
					27-00-000-75703	767.75
					27-00-000-75806	319.90
					27-00-000-75500	112.90
			22120413		21-R0320.02 TP DOG PARK PATH PHAS	
					33-00-000-75205	5,180.00
			22120414		21-R0545.02 TP KIMBERLY HEIGHTS DF	
					65-00-000-75310	12,437.50
			22120416		22-R0644-01 TP OAK RIDGE CONSTRU	
					16-00-000-72840	8,261.75
			22120417		22-R0644.02 PT PETE'S FRESH MARKE	
					28-00-000-72840	829.25
			22120418		22-R0712 TP DRAINAGE INVESTIGATIO	
					65-00-000-72840	812.75
			22120433		21-R0545.01 TP KIMBERLY HEIGHTS DF	
					65-00-000-75310	4,650.00
					Total :	43,957.25
200477	1/6/2023	013234 ROMEOVILLE FIRE ACADEMY	2022-787		INSTRUCTOR II DEC 12-16 2022 - LIAM	
					01-19-000-72145	375.00
					Total :	375.00
200478	1/6/2023	016334 RUSH TRUCK CENTERS	3030640607		SENSOR EBP RU STREET #57	
					01-26-023-72540	66.46
			3030661411		BRACKET, KIT LOWER HOLDER STREE	
					01-26-023-72540	437.34
			3030685935		SHIELD, CAB, HEAT #54 STREET	
					01-26-023-72540	101.98
			3030695271		CLAMP EXH PIPE SHIELD, HORN ELEC	
					01-26-023-72540	78.55
			3030695448		SENSOR ASSEMBLY ICP/BCP #19 STRI	
					01-26-023-72540	267.22
			3030708519		HORN AIR #22 STREET	
					01-26-023-72540	101.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200478	1/6/2023	016334 016334 RUSH TRUCK CENTERS	(Continued)		Total :	1,052.98
200479	1/6/2023	007091 SAFETY KLEEN SYSTEMS, INC.	90559411		PARTS WASHER SOLVENT, DRUM DRC	
					60-00-000-72750	33.28
					63-00-000-72750	33.28
					64-00-000-72750	28.52
					01-26-023-72750	95.08
					01-26-024-72750	95.08
					01-17-205-72750	142.61
					01-33-000-72750	47.54
					Total :	475.39
200480	1/6/2023	007629 SAM'S CLUB DIRECT	011922		SUPREME BOWL, MEMBERS MARK AA	
					01-17-205-73110	82.86
					60-00-000-73110	5.03
					63-00-000-73110	0.56
					64-00-000-73110	2.40
					60-00-000-73115	21.81
					63-00-000-73115	21.81
					64-00-000-73115	18.69
					01-26-023-73110	7.99
					01-26-023-73115	62.30
					01-26-025-73580	9.98
					01-26-024-73110	4.00
					01-26-024-73115	31.15
			122922		PAPER TOWELS	
					01-26-025-73580	251.88
					Total :	520.46
200481	1/6/2023	018104 SBA STEEL,LLC	IN14066696		TOWER SITE RENT #IL46494-A-03 JAN	
					60-00-000-72631	211.07
					63-00-000-72631	211.07
					64-00-000-72631	211.07
					01-17-205-72631	422.13
					01-19-000-72631	351.77
					Total :	1,407.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200482	1/6/2023	020847 SHINE, JOSEPH	Ref001430744		UB Refund Cst #00485437; refund duplica 60-00-000-20599	222.40
					Total :	222.40
200483	1/6/2023	007393 SOUND SONIC INC	01032023		BINGO HOST FOR SENIORS 01-41-056-72937	175.00
					Total :	175.00
200484	1/6/2023	013950 SSWWA MEMBERSHIP	010423		SSWWA MEMBERSHIP J URBANSKI, C 60-00-000-72720 63-00-000-72720 64-00-000-72720	103.25 103.25 88.50
					Total :	295.00
200485	1/6/2023	012238 STAPLES BUSINESS ADVANTAGE	3523016241		FILE PKT ENDTB LTR 5.25 EXP 01-14-000-73110	38.13
			3523016245		CORRECTION TAPE, 3X3 POST IT, BIN 01-14-000-73110	149.40
					Total :	187.53
200486	1/6/2023	011189 STAPLES CREDIT PLAN	3523016241		FILE POCKET ENDRB LTR 01-14-000-73110	38.13
			3523016245		CORRECTION TAPE, POST IT MIAMI, BI 01-14-000-73110	149.40
					Total :	187.53
200487	1/6/2023	020848 STREETER, CHARLES	Ref001430745		UB Refund Cst #00505547 60-00-000-20599	15.45
					Total :	15.45
200488	1/6/2023	007297 SUTTON FORD INC./FLEET SALES	568673		KIT-JET STREET UNIT #33 01-26-023-72540	38.12
					Total :	38.12
200489	1/6/2023	020850 THE SHYFT GROUP USA INC	2998387		BLOWER ASSY A/C ELECT 60-00-000-72540 63-00-000-72540 64-00-000-72540	133.63 44.54 76.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200489	1/6/2023	020850 020850 THE SHYFT GROUP USA INC	(Continued)		Total :	254.53
200490	1/6/2023	007777 THOMPSON ELEVATOR INSPECTION	22-2915		RESIDENCE INSPECTION 17800 NAVAJ 01-33-300-72853	75.00
					Total :	75.00
200491	1/6/2023	013200 TRIBUNE PUBLISHING COMPANY	062700695000		CLASSIED LISTINGS OCTOBER '22 01-33-310-72330	532.09
					Total :	532.09
200492	1/6/2023	008040 UNDERGROUND PIPE & VALVE CO	057726-02		1" CC X 34" BUSHING GREEN CAP 60-00-000-73630 63-00-000-73630 64-00-000-73630	63.00 7.00 30.00
					Total :	100.00
200493	1/6/2023	002176 UNITED STATES POSTAL SERVICE	123022		JANUARY WATER BILLS 60-00-000-72110 64-00-000-72110	2,368.10 1,014.90
					Total :	3,383.00
200494	1/6/2023	011416 VERIZON WIRELESS	9923576668		ACCT#442345192-00001 WATER REPE/ 60-00-000-72127 63-00-000-72127 64-00-000-72127	35.58 35.58 30.50
					Total :	101.66
200495	1/6/2023	010165 WAREHOUSE DIRECT INC	5398086-0		CALENDAR, DESK REFILL 01-21-000-73110	3.91
					Total :	3.91
200496	1/6/2023	011055 WARREN OIL CO.	W1529495		DIESEL FUEL USED 12/09-12/23/22 01-19-000-73545 60-00-000-73545 63-00-000-73545 64-00-000-73545 01-26-023-73545 01-26-024-73545	1,348.58 74.78 18.69 40.06 5,982.92 104.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200496	1/6/2023	011055 WARREN OIL CO.	(Continued)			
					01-26-025-73545	38.90
					01-14-000-73531	1,048.90
					Total :	8,657.35
70	Vouchers for bank code :	apbank			Bank total :	364,519.55
70	Vouchers in this report				Total vouchers :	364,519.55

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

Bank code : ap py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126413	1/13/2023	013370 FLOWERS, CLAUDETTE	011123		REFUND OF HEALTH INSURANCE I 86-00-000-20430	213.36
Total :						213.36
1 Vouchers for bank code : ap_py						Bank total : 213.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200498	1/13/2023	002734 AIR ONE EQUIPMENT, INC	188663		BLACK DIAMOND 31" HIP BOOTS S 01-26-023-73845	223.00
			188942		BLACK DIAMOND 31" HIP BOOT SI 01-26-023-73845	225.00
					Total :	448.00
200499	1/13/2023	002856 AIRY'S, INC	27194	VTP-018759	POST 5 IMPROVEMENTS 61-00-000-75324	117,252.09
					Total :	117,252.09
200500	1/13/2023	016616 AMERICAN MEDICAL RESPONSE	10921		EMS SERVICE AGREEMENT 12/1-1; 01-21-000-72856	44,504.58
					Total :	44,504.58
200501	1/13/2023	020792 ANARCHY OUTDOORS	95575	VTP-019612	NEW SSERT OFFICER EQUIPMENT 01-17-220-73610	1,461.50
					Total :	1,461.50
200502	1/13/2023	003166 B & J TOWING AND AUTO REPAIR	21817		SAFETY INSPECTION 60-00-000-72266 63-00-000-72266 64-00-000-72266 01-26-023-72266	15.05 15.05 12.90 28.00
					Total :	71.00
200503	1/13/2023	003359 BACKFLOW SOLUTIONS INC	7771		VTP CROSS CONNECTION CONTR 60-00-000-72790	3,080.54
					Total :	3,080.54
200504	1/13/2023	016817 BEVERLY SNOW AND ICE INC	60435	VTP-019614	MUNICIPAL PARKING LOT SNOW R 01-26-023-72785	94,385.00
					Total :	94,385.00
200505	1/13/2023	020603 BILL FIGEL PUBLIC RELATION LLC	006		PR ACTIVITIES DECEMBER '22 01-14-000-72790	1,500.00
					Total :	1,500.00
200506	1/13/2023	003127 BLUE CROSS BLUE SHIELD	IL065LB000001212-0		IL065LB000001212-0 FY23 - BCBSI	

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200506	1/13/2023	003127 BLUE CROSS BLUE SHIELD	(Continued)	VTP-019630	01-14-000-72435	6,233.00
					Total :	6,233.00
200507	1/13/2023	003396 CASE LOTS INC	15657		VINEGAR 4/1 GALLONS (20)	
					01-26-025-73580	75.60
					Total :	75.60
200508	1/13/2023	014026 CHANDLER SERVICES	29041		PIERCE VELOCITY, TORQUE ROD,	
					01-19-000-72570	1,793.28
					Total :	1,793.28
200509	1/13/2023	015199 CHICAGO PARTS & SOUND LLC	2J0003989		PDS LABOR - REMOVE ALL EMER I	
			3-0053303		01-17-205-72540	475.00
			3-0053365		20017 FORD POLICE INTERCEPTO	
					01-17-205-72540	132.84
			3-0053389		PURGE VALVE POLICE 6A	
					01-17-205-72540	33.70
			3-0053434		PURGE VALVE POLICE 8A	
					01-17-205-72540	33.70
			3-0053509		CABIN FILTER POLICE B-1 (FP89)	
					01-17-205-72540	64.71
			3-0053510		ROTOR - MRT RR272 - STREET 33	
					01-26-023-72540	173.90
			3-0053511		SEAL AXLE, SETFRT BR PAD STRE	
					01-26-023-72540	127.19
					2009 DODGE CARAVAN - SPARK PL	
					60-00-000-72540	4.42
					63-00-000-72540	1.47
					64-00-000-72540	2.52
					Total :	1,049.45
200510	1/13/2023	013150 CHRISTIANSEN FARMS LLC	0896.		YARD LEAVES 10/18-34514	
					01-26-023-72890	300.00
					Total :	300.00
200511	1/13/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	108370		01.R160373.C0025 DOROTHY LN W	

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200511	1/13/2023	003137 CHRISTOPHER B.BURKE ENGINEERNG	(Continued)			
			180364		26-00-000-75705	935.00
					01.R160373.00002 INTERIM VILL EN	
					64-00-000-72840	3,933.50
					30-00-000-74604	504.00
			180365		01.R160373.00008 POST 5 LIFT STI	
					61-00-000-72840	648.00
			180366		01.R160373.00030 WSRN PRESSUF	
					26-00-000-75708	5,028.20
			180368		ENGINEERING SVCS FOR OPA PEI	
				VTP-019296	27-00-000-74418	228.00
			180371		01.R160373.C0026 IRONWOOD DF	
					26-00-000-75704	748.00
			180372		01.R160373.D0029 LAGRANGE RD	
					26-00-000-75708	2,161.08
					Total :	14,185.78
200512	1/13/2023	013820 CINTAS CORPORATION	4141854329		3X5 GRAY MAT, 4X6 GRAY MAT, VT	
					01-26-025-72790	260.06
					Total :	260.06
200513	1/13/2023	012057 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173	
					01-19-000-72517	150.79
			8771401810784702		ACCT#8771401810784702 7825 167	
					01-19-000-72517	272.34
					Total :	423.13
200514	1/13/2023	013878 COMED - COMMONWEALTH EDISON	2777112019		ACCT#2777112019 175TH ST & SAN	
					01-26-023-72510	155.60
			3214011009		ACCT#3214011009 16853 LAKEWOI	
					64-00-000-72510	242.88
			8363023007		ACCT#8363023007 179TH ST & 82N	
					60-00-000-72510	15.47
					63-00-000-72510	15.47
					Total :	429.42
200515	1/13/2023	012826 CONSTELLATION NEWENERGY, INC.	64216388701		ACCT#875224 UTIL#3784068018 18	

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200515	1/13/2023	012826	CONSTELLATION NEWENERGY, INC.	(Continued)		
					60-00-000-72510	3,401.44
					64-00-000-72510	3,401.43
					Total :	6,802.87
200516	1/13/2023	020267	CORNERSTONE GOVERNMENT AFFAIR: VTP-022023		GOVT RELATIONS AND CONSULTING	
					01-14-000-72790	4,000.00
					Total :	4,000.00
200517	1/13/2023	003635	CROSSMARK PRINTING, INC	89379	2023 FIELD DIRECTORY	
				VTP-019672	01-17-205-72310	990.00
					01-17-205-72310	92.30
			89549		CITATION AND NOTICE FORMS	
					01-17-205-72310	196.18
					Total :	1,278.48
200518	1/13/2023	014690	DARLING INGREDIENTS INC	12472319	CAVALLINI'S CAFE SERVICE FEE T	
					01-26-025-72520	554.00
					Total :	554.00
200519	1/13/2023	018379	DM INDUSTRIAL JANITORIAL SERV	7294	POLICE STATION CLEANING SERV	
				VTP-019708	01-26-025-72525	3,720.00
					Total :	3,720.00
200520	1/13/2023	012784	EMERGENCY VEHICLE TECHNOLOGIES	6296	MISC INSTALLATION MATERIALS, F	
					01-19-000-72540	140.00
					Total :	140.00
200521	1/13/2023	010437	FBI - LEEDA	200079897	SLI- ROSEMONT 2/2023 J. MITTELM	
					01-17-220-72140	795.00
			200079903		SLI - ROSEMONT IL 2/2023 K. SULL	
					01-17-220-72140	795.00
					Total :	1,590.00
200522	1/13/2023	012941	FMP	52-527756	FVP BRAKE ROTOR - POLICE STOI	
					01-17-205-72540	275.04
			52-528184		FIRE 0760 - DEK 48GHR - BATTERY	
					01-19-000-72540	124.00

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200522	1/13/2023	012941 FMP	(Continued) 52-528598		MOTOR AND PUMP ASSY - POLICE 01-17-205-72540	28.80
					Total :	427.84
200523	1/13/2023	011611 FOX VALLEY FIRE & SAFETY CO.	IN00569588		RADIO INSTALLATION - WORKSITE 14-00-000-72800	1,009.00
			IN00571600	VTP-019152	MONTHLY RADIO MAINTENANCE F 14-00-000-72750	8,791.00
					Total :	9,800.00
200524	1/13/2023	019349 GARVEY'S OFFICE PRODUCTS	PINV2363929		CHALK HOLDER, ANTI-DUST CHAL 01-19-000-73110	33.59
					Total :	33.59
200525	1/13/2023	018387 GBJ SALES, LLC	4731		BLO PAK #1 - POWDER ANZYME P/ 60-00-000-73550	213.51
					63-00-000-73550	213.51
					64-00-000-73550	182.98
					60-00-000-73550	9.90
					63-00-000-73550	9.90
					64-00-000-73550	8.50
					Total :	638.30
200526	1/13/2023	004438 GRAINGER	9560014269		BATTERY ALKALINE PREMIUM PK2 01-19-000-72578	185.88
					Total :	185.88
200527	1/13/2023	020529 H&H ELECTRIC CO	C1687-01	VTP-019423	LED INSTALLATION, PHASE 6 STR 30-00-000-75500	361,141.50
					Total :	361,141.50
200528	1/13/2023	014491 HANSEN DOOR INC.	11610		FIRE STATION #3 - REPLACED CAE 01-26-025-72520	582.20
			11619		PUBLIC WORKS BLDG- REPLACED 01-26-025-72520	724.10
					Total :	1,306.30

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200529	1/13/2023	018696 HENRY'S HOUSE OF DECORATED	1203		UNIFORMS FOR PW GARAGE STAI	
				VTP-019683	60-00-000-73610	1,620.67
				VTP-019683	63-00-000-73610	308.70
				VTP-019683	64-00-000-73610	826.88
				VTP-019683	01-26-023-73610	3,418.50
				VTP-019683	01-26-024-73610	501.25
				VTP-019683	01-26-025-73610	1,671.50
			1223		LEFT CHEST LOGO AND AMERICA	
					01-26-025-73610	183.50
			1225		WINTER HAT NAVY - EMBROIDERE	
					01-19-000-73610	396.00
			1226		BADGER 145300 PULLOVER NAVY,	
					01-19-000-73610	62.00
			1229		CARHARTT NAVY XL - EMBROIDER	
					01-19-000-73610	93.00
					Total :	9,082.00
200530	1/13/2023	014898 IACP	0245648		MEMBERSHIP 1/1/23-12/31/23 T. PC	
					01-17-205-72720	190.00
			0248519		ACTIVE DUES MATTHEW WALSH	
					01-17-205-72720	190.00
			0252828		MEMBERSHIP 1/1/23-12/31/23 S.TE	
					01-17-205-72720	190.00
			0257927		MEMBERSHIP DUES 1/1/23-12/31/2	
					01-17-205-72720	190.00
			0266866		MEMBERSHIP 1/1/23-12/31/23 T. TII	
					01-17-205-72720	190.00
			0270427		IACP NET SUBSCRIBER 2/1/23-1/31	
					01-17-205-72720	1,225.00
					Total :	2,175.00
200531	1/13/2023	014528 ILL. ASSOC. OF PROPERTY AND	58203		2023 INDIVIDUAL ACTIVE MEMBEF	
					01-17-205-72720	35.00
					Total :	35.00
200532	1/13/2023	004959 ILLINOIS ASSOC.FOR FLOODPLAIN	15368		REGIST COLBY ZEMAITIS - MARCH	
					01-26-023-72170	215.00

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200532	1/13/2023	004959 ILLINOIS ASSOC.FOR FLOODPLAIN	(Continued)		60-00-000-72170	126.42
					63-00-000-72170	24.08
					64-00-000-72170	64.50
					Total :	430.00
200533	1/13/2023	012275 INDUSTRIAL ROOFING SERV., INC.	026184	VTP-019178	ENGINEERING/PROJECT MANAGE	
					30-00-000-75103	4,267.90
					Total :	4,267.90
200534	1/13/2023	019775 INTEGRAL CONSTRUCTION INC	01032023	VTP-019477	19-2783.02 POLICE DEPARTMENT	
					30-00-000-75115	78,817.00
					Total :	78,817.00
200535	1/13/2023	012863 IROQUOIS PAVING CORP.	2203406-04	VTP-019417	PMP	
					05-00-000-75405	646,781.76
					Total :	646,781.76
200536	1/13/2023	011466 JEWEL OSCO	122222		****0413 EMPLOYEE RECOGNITION	
					01-19-020-72974	42.64
					Total :	42.64
200537	1/13/2023	007233 JOLIET SUSPENSION, INC.	134011		UNIT #91 STREET - SNOW/ICE - NC	
					01-26-023-72540	1,541.04
					Total :	1,541.04
200538	1/13/2023	020447 JON-DON LLC	4784239		ME-EMLB-CS LARGE BLUE - ELIMII	
					01-26-025-73580	112.38
					Total :	112.38
200539	1/13/2023	020207 LENNY'S GAS N WASH 183RD ST	3415		CAR WASH - VM DEC '22	
					01-12-000-72540	4.00
			3417		CAR WASH - PD DEC '22	
					01-17-205-72540	316.00
			3418		CAR WASH - PW DEC '22	
					60-00-000-72540	6.30
					63-00-000-72540	2.10
					64-00-000-72540	3.60

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200539	1/13/2023	020207 LENNY'S GAS N WASH 183RD ST	(Continued)		01-26-023-72540	8.00
					Total :	340.00
200540	1/13/2023	014402 LEXISNEXIS RISK DATA MNGMNT	1835912-20221231		TRAX, 2022/12/1 - 2023/11/30	
					01-17-225-72655	2,083.33
					Total :	2,083.33
200541	1/13/2023	007100 M. E.SIMPSON COMPANY, INC	39776	VTP-019592	WATER ASSESSMENT PROGRAM (
					60-00-000-72790	11,656.00
					Total :	11,656.00
200542	1/13/2023	013969 MAP AUTOMOTIVE OF CHICAGO	40-697730		BATTERY - POLICE 3A, 15B, 1B	
			40-697994		01-17-205-72540	355.50
			40-698173		BATTERY BXT65850 - DEFECT - FU	-125.33
			40-698409		01-17-205-72540	355.68
					ELMNT ASY - AIR FILTER POLICE	166.68
					01-17-205-72540	166.68
					Total :	752.53
200543	1/13/2023	006074 MENARDS	011222		9TH YEAR INCENTIVE	
					01-97-000-79121	105,047.00
					Total :	105,047.00
200544	1/13/2023	006074 MENARDS	31922		VAL CARB & THROTTLE, 8OZ STA-I	
			32093		01-19-000-73540	31.22
			32239		20" BOX FAN, DIGITAL CERAMIC TC	369.94
			32269		01-26-025-73870	179.72
					3T DBL LOCK JACK STANDS	
					01-26-023-73410	25.11
					135' LINE W/REEL GOLD, 12IN IN 1	2.79
					60-00-000-73410	11.95
					63-00-000-73410	
					64-00-000-73410	
			32285		1-1/2" X 10 YD WATERPROOF, PIPE	

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200544	1/13/2023	006074 MENARDS	(Continued)		60-00-000-73630	22.57
					63-00-000-73630	2.51
					64-00-000-73630	10.75
			32314		16-3 25' ORANGE CORD	
					01-26-025-73410	9.98
			32316		20K MSTFRC TRIPOD	
					60-00-000-73410	91.85
					63-00-000-73410	10.20
					64-00-000-73410	43.74
			32320		AVIATION CUTS STRAIGHT, 16 OZ	
					01-26-023-73840	207.52
			32358		DAP SILICONE CAULK CLR	
					01-26-025-72520	25.65
			32635		12' JUMPER CABLES	
					14-00-000-72540	50.95
					Total :	1,096.45
200545	1/13/2023	005664 MORTON SALT INC	5402725701		ROAD SALT FOR 2022/2023 SEASC	
				VTP-019597	01-26-023-73810	21,246.73
				VTP-019597	08-00-000-73810	433.61
			5402726815		ROAD SALT FOR 2022/2023 SEASC	
				VTP-019597	01-26-023-73810	6,482.18
				VTP-019597	08-00-000-73810	132.29
					Total :	28,294.81
200546	1/13/2023	017651 MSC INDUSTRIAL SUPPLY CO.	5884957001		PARKRIMP: FEMALE SWIVEL 1/2 X	
					01-26-023-72540	162.46
			5898924001		"P" PASS, WW-ZINC UNCOATED, H	
					01-26-023-72540	439.03
			5899140002		PARKRIMP MALE, MARKRIMP FM J	
					01-26-023-72540	350.77
			5899206001		PKR 487TC-10 HOSE ISO WHITE E	
					01-26-023-72540	598.37
					Total :	1,550.63
200547	1/13/2023	017651 MSC INDUSTRIAL SUPPLY CO.	5899165001		LOCK WASHER, HEX NUT, FLAT W	

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200547	1/13/2023	017651 MSC INDUSTRIAL SUPPLY CO.	(Continued)		60-00-000-73840	156.17
					63-00-000-73840	52.05
					64-00-000-73840	89.25
			70449686		1/2" X 1/2" 4/PK 43SET FML JIC 37D	
					01-26-023-72540	139.38
					Total :	436.85
200548	1/13/2023	004518 MUNICIPAL EMERGENCY SERVICES	IN1810354	VTP-019558	THERMAL IMAGER KIT AND GAS M	
					01-19-000-74604	1,050.00
					01-19-000-74604	13.48
					Total :	1,063.48
200549	1/13/2023	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-12-22		CONS SVC CIMP FOR VTP DECEMI	
					30-00-000-75812	8,274.95
					11-00-000-74150	1,585.50
					11-00-000-72750	10,188.20
					30-00-000-74150	11,802.00
			TPCN-12-22i3	VTP-019491	CONSOLE UPGRADE TO NG911 I3	
					11-00-000-74150	20,531.71
					Total :	52,382.36
200550	1/13/2023	014443 MURPHY & MILLER, INC	MC00012597	VTP-019291	YEARLY HVAC MAINTENANCE AND	
					01-26-025-72790	616.55
					Total :	616.55
200551	1/13/2023	018604 NAPA MONEE	204345		MICRO V RIBBED BELT -PD STOCK	
					01-17-205-72540	61.47
			204837		HI PWR II IND V-BELT STREET WA	
					60-00-000-72540	37.28
					63-00-000-72540	12.43
					64-00-000-72540	21.30
					01-26-023-72540	70.99
					Total :	203.47
200552	1/13/2023	011827 NAT'L ASSOC. OF TOWN WATCH	17469		NATW MEMBERSHIP IL432 D.NAVA	
					01-17-215-72720	35.00

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200552	1/13/2023	011827	011827 NAT'L ASSOC. OF TOWN WATCH	(Continued)		Total : 35.00
200553	1/13/2023	015723	NICOR	09977410001	ACCT#09977410001 METR 5146885 01-26-025-72511	1,295.30 Total : 1,295.30
200554	1/13/2023	015811	NSN EMPLOYER SERVICES, INC.	8635	MANAGEMENT SERVICES 01-14-000-72445	530.45 Total : 530.45
200555	1/13/2023	006388	O'HERN, MICHAEL E.	2023.01	CRASH INVESTIGATION ASSISTAN 01-17-205-72750	601.38 Total : 601.38
200556	1/13/2023	012302	ORLAND TOYOTA	011223	10TH YEAR INCENTIVE - FINAL 01-97-000-79135	810.26 Total : 810.26
200557	1/13/2023	012790	P.T. FERRO CONSTRUCTION COMPAN	47481	WATER MAIN AND ROADWAY IMPF VTP-019537 16-00-000-75703 VTP-019537 16-00-000-75500 VTP-019537 27-00-000-75703 VTP-019537 27-00-000-75500 VTP-019537 27-00-000-75806	115,925.27 38,217.12 173,250.96 25,478.08 71,763.27 Total : 424,634.70
200558	1/13/2023	006475	PARK ACE HARDWARE	069514/1 069515/1 069516/1 069521/1 069532/1 69503/1	CUST#891431 INV#069514/1 TORCI 60-00-000-75812 CUST#891431 INV#069515/1 TWIST 60-00-000-75812 CUST#9404 INV#0069516/1 KEY -SI 01-19-000-73110 CUST#9404 INV#069521/1 - ROPE M 01-19-000-72530 CUST#89143 INV#069532/1 - LABOI 01-26-025-72520 CUST#9404 INV#69503/1 KEY - SIN 01-19-020-72560	114.81 9.41 8.97 7.99 22.08 8.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200558	1/13/2023	006475 PARK ACE HARDWARE	(Continued) 69523/1		CUST#891431 INV#69523/1 - COVE 60-00-000-75812	-7.80
			69524/1		CUST#891431 INV#695424/1 ADAP 60-00-000-75812	2.69
					Total :	167.12
200559	1/13/2023	006735 PHOTOS BY RICK	5726	VTP-019723	PHOTOGRAPHER FOR SANTA VISI 01-35-000-72954	1,639.19
					Total :	1,639.19
200560	1/13/2023	006780 POMP'S TIRE SERVICE, INC	310219711		REGULAR HOURS ROAD SERVICE 01-19-000-72570	349.91
			411007600	VTP-019729	(4) 255-55HR20 ALENZA TIRES IC 01-17-205-73560	1,087.52
			690120070		MICHELIN XZY, TIRE USER FEE, FI 01-19-000-72570	10,459.28
					Total :	11,896.71
200561	1/13/2023	006635 POWER EQUIPMENT LEASING CO.	W3986		ELECTRICAL WORK UNIT 31 01-26-024-72530	1,144.27
					Total :	1,144.27
200562	1/13/2023	019509 PRI MANAGEMENT GROUP	19718		SEMINAR-MPR MANAGING POLICE 01-17-205-72140	259.00
					Total :	259.00
200563	1/13/2023	006361 RAY O' HERRON CO INC	2242442		ARCTIC TROOPER CAP, DK NVY, F 01-17-220-73610	36.95
					Total :	36.95
200564	1/13/2023	019246 REACH MEDIA NETWORK	84463		PLAYER LICENSE RENEWAL - PD, F 01-26-025-72655	2,100.00
					Total :	2,100.00
200565	1/13/2023	012095 RECORD A HIT INC	222121.	VTP-019485	RIDES FOR HOLIDAY MARKET 01-35-000-72954	3,128.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200565	1/13/2023	012095	012095 RECORD A HIT INC		(Continued)	Total : 3,128.75
200566	1/13/2023	013860	RIDDIFORD ROOFING CO.	0262719-0		
				VTP-019480	PUBLIC WORKS ROOF REPLACEM 30-00-000-75103	26,212.00
					Total :	26,212.00
200567	1/13/2023	011070	RIZZA BUICK GMC CADILLAC, INC	011223		
					8TH YEAR INCENTIVE 01-97-000-79138	90,281.82
					Total :	90,281.82
200568	1/13/2023	006874	ROBINSON ENGINEERING CO. LTD.	22120326		
				22120415	PROJ#17-R0296.01 PT OAK PARK A 18-00-000-75200	1,850.00
					22-R0587 TP CROSSING FOR 179T 30-00-000-75200	2,975.00
					Total :	4,825.00
200569	1/13/2023	019092	RORY GROUP, LLC	3952		
					BUSINESS CONSULTING JANUARY 01-11-000-72790	3,500.00
					Total :	3,500.00
200570	1/13/2023	015423	ROY ZENERE TRUCKING &	12100		
				VTP-019598	CUL DE SAC SNOW REMOVAL 01-26-023-72785	14,689.43
				VTP-019598	08-00-000-72785	773.13
					Total :	15,462.56
200571	1/13/2023	016334	RUSH TRUCK CENTERS	3030570204		
				VTP-019728	FLEX PIPE/ EXHAUST PARTS UNIT 01-26-023-72540	2,020.65
					KT SHOE KIT RETURN 01-26-023-72540	-63.84
					PIPE, 4IN X 24IN ALUMINIZED CUR 01-26-023-72540	57.42
					ADJUSTER BRK SLACK KIT W/BRC 01-26-023-72540	185.00
					SERVICE CHAMBER - WELDED YO 01-26-023-72540	189.80
					KT SHOE BRAKE SHOE, STREET S 01-26-023-72540	234.86
					ADJUSTER BRK SLACK KIT W/BRC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200571	1/13/2023	016334 RUSH TRUCK CENTERS	(Continued)		01-26-023-72540	283.16
					Total :	2,907.05
200572	1/13/2023	016334 RUSH TRUCK CENTERS	2801-00259	VTP-018475	(3) 2022 INTERNATIONAL SNOW PI 30-00-000-74230	194,486.85
					Total :	194,486.85
200573	1/13/2023	007629 SAM'S CLUB DIRECT	010523		COFFEE, FORKS, SODA, WATER, F 01-14-000-73115	14.28
					01-17-205-73315	101.36
					01-41-056-72937	154.56
			011023		BOUNTY, COFFEE, WATER 60-00-000-73115	65.63
					63-00-000-73115	65.63
					64-00-000-73115	56.26
					01-26-023-73115	187.54
					01-26-024-73115	93.78
					Total :	739.04
200574	1/13/2023	007442 SEECO CONSULTANTS, INC	19104		REPORTS FOR PERIOD 11/1 - 11/30 27-00-000-75806	2,008.00
					Total :	2,008.00
200575	1/13/2023	007453 SERVICE SANITATION, INC.	50-66984 1		7566 FIREMAN TRAINING CENTER 01-19-000-72750	215.02
			8540861		FIREMAN TRAINING - FUEL ADJUS 01-19-000-72750	215.02
					Total :	430.04
200576	1/13/2023	017378 SIKICH LLP	4577		PROF SVC THRU 10/31/22 FOR AUI 01-14-000-72845	12,540.00
					16-00-000-72845	2,115.00
					18-00-000-72845	2,115.00
					20-00-000-72845	2,115.00
					27-00-000-72845	2,115.00
					28-00-000-72845	2,115.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200576	1/13/2023	017378 SIKICH LLP	(Continued)			
					60-00-000-72845	5,280.00
					63-00-000-72845	2,640.00
					64-00-000-72845	4,290.00
					70-00-000-72845	1,650.00
			5731		AUDIT FEES FOR FYE 4/30/22 PRO	
					01-14-000-72845	5,534.70
					60-00-000-72845	2,330.40
					63-00-000-72845	1,165.20
					64-00-000-72845	1,893.45
					70-00-000-72845	728.25
					16-00-000-72845	582.60
					18-00-000-72845	582.60
					20-00-000-72845	582.60
					27-00-000-72845	582.60
					28-00-000-72845	582.60
					Total :	51,540.00
200577	1/13/2023	013043 SITE DESIGN GROUP, LTD.	7946-61		MOWING OCTOBER 16, 2022 THRL	
				VTP-019175	01-26-023-72847	625.00
					Total :	625.00
200578	1/13/2023	012444 SOUTH SUBURBAN JUVENILE	010923		MEMBERSHIP/HEATHER TRINIDAD	
					01-17-205-72720	20.00
					Total :	20.00
200579	1/13/2023	012238 STAPLES BUSINESS ADVANTAGE	3525285688		RY23 AAG DESK REFILL 3X6, RY23	
					01-14-000-73110	37.66
			3525285689		IRIS 54QT STACK&PULL CLR/GRAY	
					01-17-205-73110	346.33
			3525795302		CATALOG ENV P&S KRFT 9X12, RE	
					01-14-000-73110	129.46
			3525795303		STICKIES 3X3, STICKIES 38X1, STI	
					01-17-205-73110	282.73
			3526216098		MAGIC TAPE 3/4 IN X 1000 IN, DAB	
					01-14-000-73110	156.36
			3526216099		FOLDER 1/3 CUST LTR MANILA, PE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200579	1/13/2023	012238 STAPLES BUSINESS ADVANTAGE	(Continued)			
			3526216100		01-14-000-73110 BROTHER TZE-231 2PK, SHARPIE I	63.36
			3526676350		01-17-205-73110 POLY ZIP ENVELOPE LTR, SHARPII	84.58
					01-17-205-73110	57.32
					Total :	1,157.80
200580	1/13/2023	015452 STEINER ELECTRIC COMPANY	S007279289.001		ELECTRICAL BOX, HBL2320 LKG R	
			S007280308.001		01-26-025-72520 BRIDLE RING, COND HGT W/BOLT,	28.27
					60-00-000-75812	58.35
					Total :	86.62
200581	1/13/2023	007297 SUTTON FORD INC./FLEET SALES	568716		KIT TPMS SENSOR POLICE 8B	
			569383		01-17-205-72540 STREET UNIT 21 - LAMP ASSY REA	158.67
					01-26-023-72540	229.01
					Total :	387.68
200582	1/13/2023	017686 TERMINAL SUPPLY COMPANY	96289-00		2P BLACK APTIV MP630, NEX-GENI	
					60-00-000-72540	12.17
					63-00-000-72540	4.06
					64-00-000-72540	6.95
					01-17-205-72540	96.10
					01-26-024-72540	50.30
					01-26-023-72540	93.87
					Total :	263.45
200583	1/13/2023	017520 THE COP FIRE SHOP	210954		ELBECO MENS S/S SHIRTS SZ 16.5	
					01-17-220-73610	274.00
					Total :	274.00
200584	1/13/2023	007717 THIRD DISTRICT FIRE CHIEF ASSN	5072		QUARTERLY MABAS 24 DUES & AS	
					01-19-000-72720	1,825.25
					Total :	1,825.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200585	1/13/2023	007777 THOMPSON ELEVATOR INSPECTION	23-0015		8 ELEVATOR CODE INSPECTIONS, 01-33-300-72853	304.00
					Total :	304.00
200586	1/13/2023	007691 TINLEY PARK CHAMBER/COMMERCE	7331		INSTALLATION & AWARDS BANQUI 01-11-000-72220	141.00
					01-12-000-72220	47.00
					01-35-000-72220	47.00
					01-13-000-72120	47.00
					01-33-000-72220	47.00
					Total :	329.00
200587	1/13/2023	019192 TINLEY PARK CONVENTION CENTER	1209-LB-bk0518460941	VTP-019724	SECURITY AND BT FEES FOR HOL 01-35-100-72985	2,400.00
					Total :	2,400.00
200588	1/13/2023	013040 TINLEY PARK FIRE DEPT	010923		REIMBURSEMENT OF PETTY CASH 01-19-020-72974	122.48
					01-19-000-72110	51.65
					Total :	174.13
200589	1/13/2023	019712 TM TIRE CO INC	146878		SERVICE CALL, FUEL SURCHARGE 01-26-023-72540	280.00
					Total :	280.00
200590	1/13/2023	007930 TRANS UNION	12200272		CREDIT SUMMARY,EMPLOYMENT 01-17-225-72852	90.00
					Total :	90.00
200591	1/13/2023	008040 UNDERGROUND PIPE & VALVE CO	058756	VTP-019719	HYDRANT REPAIR PARTS AND REI 60-00-000-73630	1,365.21
				VTP-019719	63-00-000-73630	151.69
				VTP-019719	64-00-000-73630	650.10
					Total :	2,167.00
200592	1/13/2023	008011 URBANSKI, JOHN	010523		REIMBURSEMENT FOR SPWDA LU 01-26-023-72170	10.00
					60-00-000-72170	5.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200592	1/13/2023	008011 URBANSKI, JOHN	(Continued)		63-00-000-72170	1.12
					64-00-000-72170	3.00
					Total :	20.00
200593	1/13/2023	008085 VERMEER MIDWEST/VERMEER IL	PJ7888		BELT-V-BAND - STREET #139	
			PJ8029		01-26-023-72530	229.06
					HUB BSHG 2.25, KEY 3/8" X 5/8"	
					01-26-023-72530	168.51
					Total :	397.57
200594	1/13/2023	017446 VETERINARY CLINIC OF TINLEY PK	282650		EUTHANASIA - BLACK CAT - CREM.	
					01-17-220-72240	66.99
					Total :	66.99
200595	1/13/2023	006362 VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 12/1-1/1/23	
					60-00-000-73220	756,324.67
					63-00-000-73220	698,145.85
					Total :	1,454,470.52
200596	1/13/2023	006429 VILLAGE OF ORLAND HILLS	011222		24TH IGA PAYMENT JULY-SEPT '22	
					01-97-000-79125	25,333.78
					Total :	25,333.78
200597	1/13/2023	010278 VILLAGE PIZZA	122822		TINLEY PARK POLICE DEPT CHRIS	
					01-17-205-72220	175.00
					Total :	175.00
200598	1/13/2023	010165 WAREHOUSE DIRECT INC	5327106-0		CALENDAR REFIL, CALENDAR DSK	
					60-00-000-73110	7.31
					63-00-000-73110	0.81
					64-00-000-73110	3.48
					01-26-024-73110	5.80
					01-26-023-73110	11.60
			5403299-0		PAPER, SPORT MARKET 20LB	
					01-21-210-73110	343.74
			5407442-0		BNDR 3" POUCH LAMIN MENU, 5MI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200598	1/13/2023	010165 WAREHOUSE DIRECT INC	(Continued)		01-26-024-73110	162.31
					Total :	535.05
200599	1/13/2023	011055 WARREN OIL CO.	W1531336		N.I., GAS USED 12/17/22-1/3/23	
					01-17-205-73530	16,381.28
					01-19-000-73530	1,028.56
					01-19-020-73530	31.16
					01-21-000-73530	1,790.40
					60-00-000-73530	1,211.33
					63-00-000-73530	302.83
					64-00-000-73530	648.92
					01-26-023-73530	1,567.33
					01-33-300-73530	300.10
					01-12-000-73530	92.61
					01-14-000-73532	150.05
					01-14-000-73531	3,609.31
					01-42-000-73530	483.18
					01-26-024-73530	694.61
					Total :	28,291.67
200600	1/13/2023	013263 WEST SIDE TRACTOR SALES	S20241		OIL FILTER,AIR FILTER, FILTER ELI	
					60-00-000-72530	150.08
					63-00-000-72530	50.02
					64-00-000-72530	85.76
					Total :	285.86
200601	1/13/2023	020217 WEX	0001659474-IN	VTP-019228	FY23-WEX (FSA/COBRA EXPENSE)	
					01-12-000-72449	104.00
					Total :	104.00
200602	1/13/2023	008342 WHOLESALE DIRECT, INC.	000260927		PLOW GUIDE 48" PAIR	
					01-26-023-72540	435.35
					Total :	435.35
200603	1/13/2023	008238 WINSTON'S MARKET	1230		SENIOR LUNCH 1/11/23	
					01-41-056-72937	325.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200603	1/13/2023	008238	008238 WINSTON'S MARKET		(Continued)	
Total :						325.00
106 Vouchers for bank code : apbank						Bank total : 3,989,375.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4353	1/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 210526W019		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	93.00
					Total :	93.00
4354	1/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-VILLAGE OF TINLEY PARK 60-00-000-72542 63-00-000-72542 64-00-000-72542	961.09 183.06 490.35
					Total :	1,634.50
4355	1/3/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-IPMG 01-14-000-72542	37.06
					Total :	37.06
4356	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 2104 2107 2008		PAYEE-GENEX SERVICES, LLC 01-14-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 60-00-000-72542 63-00-000-72542 64-00-000-72542 01-14-000-72542	214.38 11.21 2.14 5.72 8.63 1.64 4.41 6.03 1.15 3.07 8.00
					Total :	266.38
4357	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210526W019		PAYEE-ADVANCED PAIN CONSULT/ 01-14-000-72542	148.64
					Total :	148.64
4358	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008		PAYEE-ADVANET 01-14-000-72542	298.33
					Total :	298.33
4359	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-ILLINOIS BONE AND JOINT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4359	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR (Continued)		01-14-000-72542	236.61
					Total :	236.61
4360	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-2		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	241.07
					Total :	241.07
4361	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-3		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	196.27
					Total :	196.27
4362	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-4		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	241.07
					Total :	241.07
4363	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-5		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	191.79
					Total :	191.79
4364	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-6		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	1,451.06
					Total :	1,451.06
4365	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-7		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	153.43
					Total :	153.43
4366	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-8		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	196.27
					Total :	196.27
4367	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-9		PAYEE-ILLINOIS BONE AND JOINT 01-14-000-72542	191.79
					Total :	191.79
4368	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-ENCOMPASS SPECIALTY NI 01-14-000-72542	103.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4368	1/10/2023	018837	018837 INSURANCE PROGRAM MANAGER\$ (Continued)		Total :	103.98
4369	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006		PAYEE-PETERSON, JOHNSON & M 01-14-000-72542	31.00
					Total :	31.00
4370	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 190326W026		PAYEE-PETERSON JOHNSON & M 01-14-000-72542	537.50
					Total :	537.50
4371	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 191105W030		PAYEE-PETERSON JOHNSON & M 01-14-000-72542	43.00
					Total :	43.00
4372	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-PETERSON, JOHNSON & M 60-00-000-72542 63-00-000-72542 64-00-000-72542	2,010.67 382.98 1,025.85
					Total :	3,419.50
4373	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 200505W003		PAYEE-PETERSON JOHNSON & M 01-14-000-72542	107.50
					Total :	107.50
4374	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210902W013		PAYEE-PETERSON JOHNSON & M 01-14-000-72542	1,182.50
					Total :	1,182.50
4375	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-10		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,704.52
					Total :	1,704.52
4376	1/10/2023	018837	INSURANCE PROGRAM MANAGERS GR 200803W006-1		PAYEE-VILLAGE OF TINLEY PARK 01-14-000-72542	1,113.02
					Total :	1,113.02
24 Vouchers for bank code : ipmq						Bank total : 13,819.79

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
131		Vouchers in this report			Total vouchers :	4,003,408.68

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

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

_____ Village President

_____ Village Clerk

_____ Date



Interoffice Memo

Date: January 10, 2023

To: Village Board of Trustees

From: Kristin Thirion

Subject: Liquor License Classification Adjustments

Due to recent closures and/or changes within existing establishments, the following changes to the permitted numbers of liquor licenses are proposed:

- Pad Thai Restaurant (closure): Reduction of one Class EV license
- Avocado Theory (menu change): Reduction of one Class E license

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

ORDINANCE
NO. 2023-O-002

**AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22:
PERMITTED NUMBER OF LIQUOR LICENSES**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-002**AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22:
PERMITTED NUMBER OF LIQUOR LICENSES**

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

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to establish the number of liquor licenses available in the Village;

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

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

SECTION 2: : Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the Village is making the following changes due to closure and/or changes of existing establishments: (1.) Decrease Class EV- Pad Thai Restaurant; (2.) Decrease Class E – Avocado Theory.

SECTION 3: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Code, the following underlined changes shall be made establishing the amount of liquor licenses available in the Village:

§ 112.22 PERMITTED NUMBER OF LICENSES.

(A) There shall be in force the following:

Class of License	Permitted Number
A	21
AV	16
AV-1	8
B	17
C	0
CV	3
D	2
DV	3
E	8 <u>7</u>
EV	10 <u>9</u>
F	1
G	4
I	1
J	1
K	3
L	3
N	3
O	1
OV	1
P	0
Q	N/A
R	1
S	2
UV	1
UV-2	1

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

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

PASSED THIS 17th day of January, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of January, 2023.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-002, “AN ORDINANCE AMENDING TITLE XI, CHAPTER 112, SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January, 2023.

NANCY M. O’CONNOR, VILLAGE CLERK



Petitioner

Anthony DeAngelis,
Inter-Continental Real
Estate & Development

Property Location

Olympus Dr. & Apollo Ct.

PINS

31074080010000,
31074080020000,
31074080030000,
31074080040000,
31074080050000,
31074080060000,
31074080070000,
31074080080000,
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31074090040000

Zoning

R-5 PD (Low Density Res.,
Odyssey Club PUD)

Approvals Sought

Special Use Permit
Site Plan/Arch Approval

Project Planner

Lori Kosmatka
Associate Planner

PLAN COMMISSION STAFF REPORT

11/17/2022 –Public Hearing

Odyssey Club PUD Townhomes Model Addition – Special Use for Substantial Deviation to PUD

Olympus Drive & Apollo Court / Odyssey Club Phase 7



EXECUTIVE SUMMARY

The Petitioner, Anthony DeAngelis, on behalf of Inter-Continental Real Estate & Development, requests a Special Use for a Substantial Deviation to the Odyssey Club Planned Unit Development at Olympus Drive & Apollo Court in the R-5 PD (Low Density Residential, Odyssey Club PUD) zoning district. Site Plan and Architectural Approval is also being requested.

To help facilitate completion of the previously approved 117-unit, 32 building Fairway townhome development within Odyssey Club, the Petitioner proposes the remaining 25 single-family attached dwelling buildings (91 units) to be single-story ranch instead of the previous approval largely consisting of two-story units. The density, building count, and unit-style breakdowns remain the same as the previous approval with 17 as 4-unit, seven as 3-unit, and one as 2-unit types. The proposal slightly reduces the building footprint of the 25 buildings.

The Petitioner notes customer preferences for luxury single-family attached townhomes have resulted in greater demand for single-story ranch units. The Petitioner identifies their current customers as primarily empty nesters and move-down residents who appreciate the privacy, security, and open space benefits of living in a gated golf course community. The main customer preference has been to live on one floor, either with or without a basement depending on storage needs. The increased demand for single-story homes of all types has increased across the county.

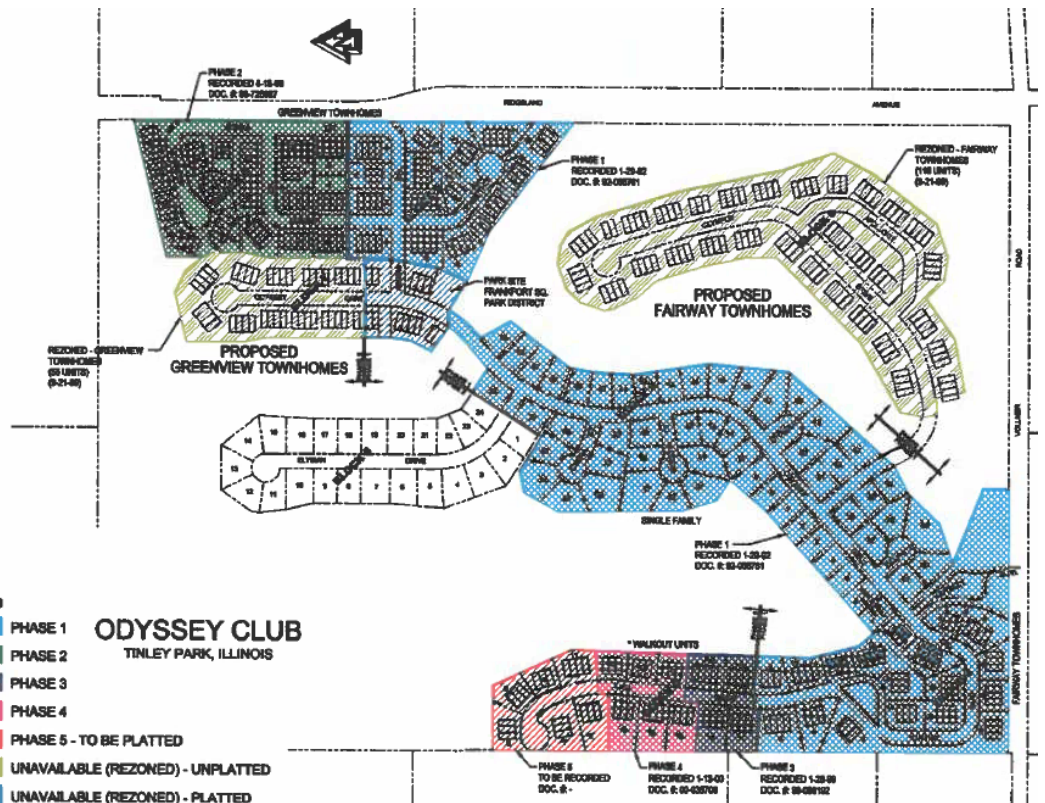
The proposed architectural ranch style and floor plans appear to complement the existing development and meet the needs of today's market. The proposal will enhance the area by completing construction on vacant lots, and help facilitate the completion of the overall development including other site features and roadways. The architecture and materials of the new model has been kept similar to previously approved design to keep a cohesive look across Phase 7 of the Odyssey Club development. The approval would allow either model type (one-story or two-story) to be built on the lots going forward.

EXISTING SITE & HISTORY

The subject property is over 19 acres located on Olympus Drive and Apollo Court within the Odyssey Club development northwest of Vollmer Road and Ridgeland Avenue. It includes Lots 1 through 32 in Odyssey Club Phase 7 of the Odyssey Club PUD and is part of the Fairway Townhomes. The original part of the "Fairway Townhomes", at the southwest corner of the PUD, were developed in early 1990s.

The Odyssey Club PUD has an extensive history. It was annexed (90-R-019, Ord. 90-O-031) and rezoned in 1990 (Ord. 90-O-032), followed by an annexation amendment in 1990 (91-R-031), followed by a Special Use for townhomes in 1996 (Ord. 96-O-035) referencing the Fairway and Greenview townhomes. There was a Substantial Deviations to the PUD in 1999 (Ord. 99-O-061) where additional townhomes were added with rezoning (density increase of townhomes, decrease of single-family detached homes). The ordinance noted the change was consistent with the Village's comprehensive plan's designation of the general area planned as mixed residential and open space.

The PUD's development has been phased over the decades. Village records include a color plan dating to March 2002 which helps illustrate the phasing at the time. The previously approved development at the subject property (a portion of the PUD) consists of 32 building lots, each with one building. Seven of them were recently issued building permits. Four of these building lots are already completed and three are under active construction. Thus, 25 lots (91 units) remain undeveloped.



Previously Submitted Phasing Map of Odyssey Club, March 2002

ZONING & NEARBY LAND USES

The subject property is zoned R-5 PD in the Odyssey Club PUD. The single-family attached developments on Corinth Drive, Aegina Court, and north end of Odyssey Drive are the Greenview Townhome development, while Iliad Drive, and the south end of Odyssey Drive is the original portion of the Fairway Townhomes. Both of these existing townhome developments have the same underlying R-5 zoning within the PUD and are constructed. The remainder of the PUD has underlying R-2 zoning with single-family detached homes. This includes the majority of Odyssey Drive, Delphi, Ithaca, Messina, Athena Courts., and the unconstructed Elysian Drive. A little over half of the underlying R-2 lots remain undeveloped.

To the north is the Odyssey Golf Club's golf course. To the south is vacant land in the Village of Matteson, the east is unincorporated Cook County Forest Preserve land, and to the west is unincorporated vacant land.



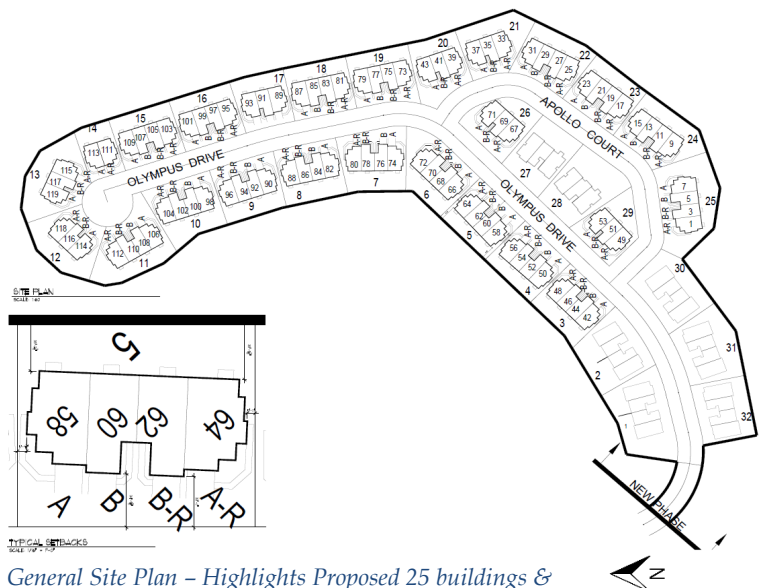
SPECIAL USE APPROVAL NEEDED

The Petitioner proposes a change to the previously approved Odyssey Club Planned Unit Development. The PUD's previous approval specially allowed for two-story townhome buildings to be developed at the subject property. The Petitioner now proposes the remaining townhomes to be single-story ranch buildings, which is considered a Substantial Deviation. Flexibility will be given to allow for either of the two designs to be permitted throughout Phase 7 of the development. A Special Use is required for a Substantial Deviation of the Odyssey Club Planned Unit Development.

PROPOSED USE

The Petitioner's narrative explains the reason for the proposed change in unit type. The Petitioner notes that while leasing existing model units, there was a change in customer preferences for luxury single-family attached townhome rentals to greater demand for single-story ranch units. The Petitioner identifies their current customers as primarily empty nesters and move-down residents who appreciate the privacy, security, and open space benefits of living in a gated golf course community. The main customer preference has been to live on one floor, either with or without a basement depending on storage needs. The Petitioner notes the proposed architectural style and floor plans will be consistent and will better meet the needs of today's housing market.

The Petitioner believes the proposal will enhance the area by completing construction on vacant lots and help facilitate the completion of the overall development including other site features and roadways.



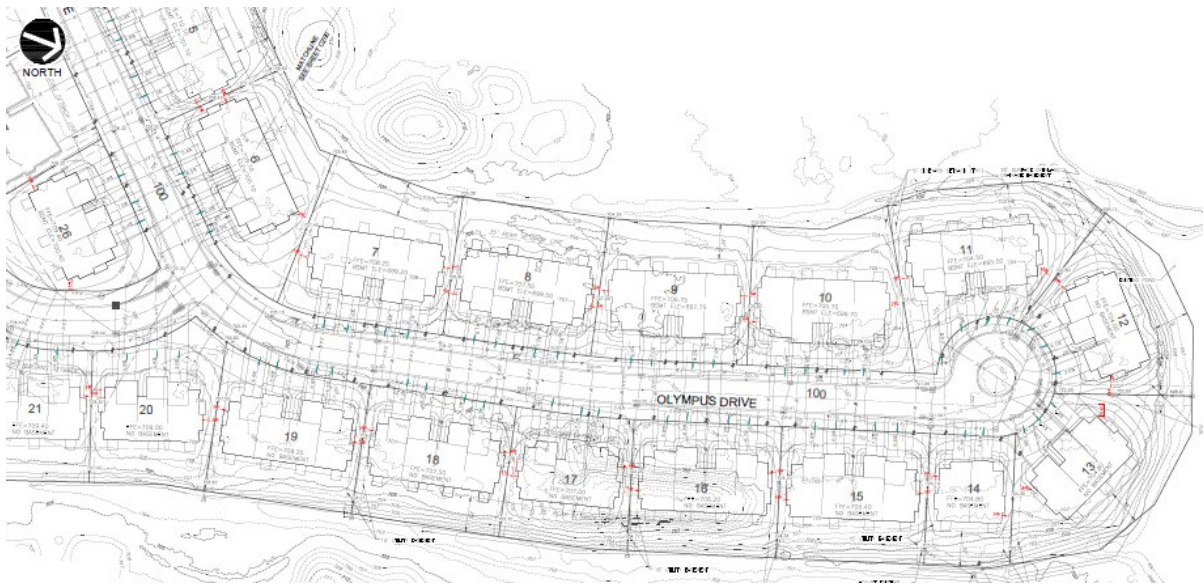
General Site Plan – Highlights Proposed 25 buildings & unit counts (Tech Metra Ltd.)

Open Item #1: Discuss whether the proposed change to single-story ranch is appropriate for the Planned Unit Development.

SITE PLAN

The Petitioner has provided site plan drawings. One plan (shown above) generally highlights the proposed building outlines with unit counts, with existing buildings shown as light outlines (Tech Metra Ltd.) The second, more detailed plan (shown below) also shows building setbacks, grading, utilities, and easements, along with existing building footprints (Civil Environmental Consultants, Inc.) The proposal slightly reduces the building footprint (lot coverage) of the 25 buildings from the previous approval. The Petitioner has provided a spreadsheet exhibit which notes these reductions as 325 sq. ft. in four-unit type, 593 sq. ft. in the two-unit type, and 627 sq. ft. in the three-unit type.

No other changes to the site plan are proposed. The Petitioner has confirmed that there are no encroachments into any of the easements by providing building setback dimensions to the edges of the easements (shown in red on the CEC plan). The Petitioner also confirms that no changes are required to the recorded plat of subdivision.



Proposed Detail Site Plan (Civil Environmental Consultants, Inc.)

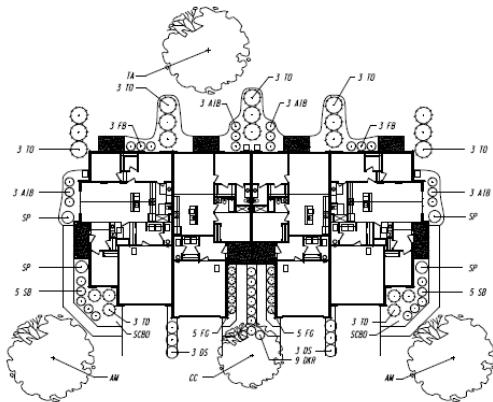
LANDSCAPING

The proposed landscaping is consistent with the existing landscaping installed for the townhomes already completed.

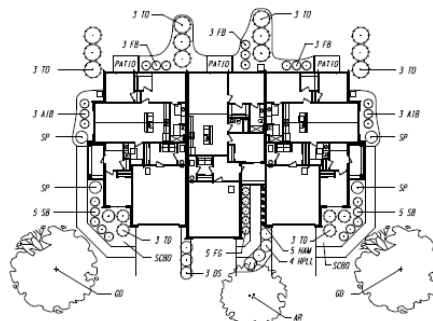
Plans are provided for each unit type. The proposed landscaping includes one tree per dwelling unit which meets the Landscaping Code's standards. The code also requires a minimum of one parkway tree per 50 feet of frontage. Staff is supportive of a waiver as the majority of the proposed trees will be located in the front yards near the street. The species include State Street Miyabe Maple, American Hornbeam, Redmond Linden, Red Maple, Kentucky Coffeetree, and Swamp White Oak. Evergreens (Dense Yew and Techny Arborvitae) and shrubs are also provided to soften the building foundations, entries, and provide partitioning between units.



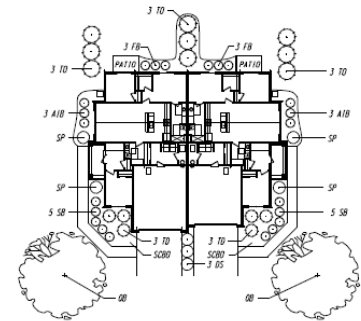
Existing trees at front 55-59 Olympus (L), evergreens at rear 61-65 Olympus (R)



TYPICAL FOUR UNIT TOWNHOMES



TYPICAL THREE UNIT TOWNHOMES



TYPICAL TWO UNIT TOWNHOMES

Proposed Landscape Plan for each unit type

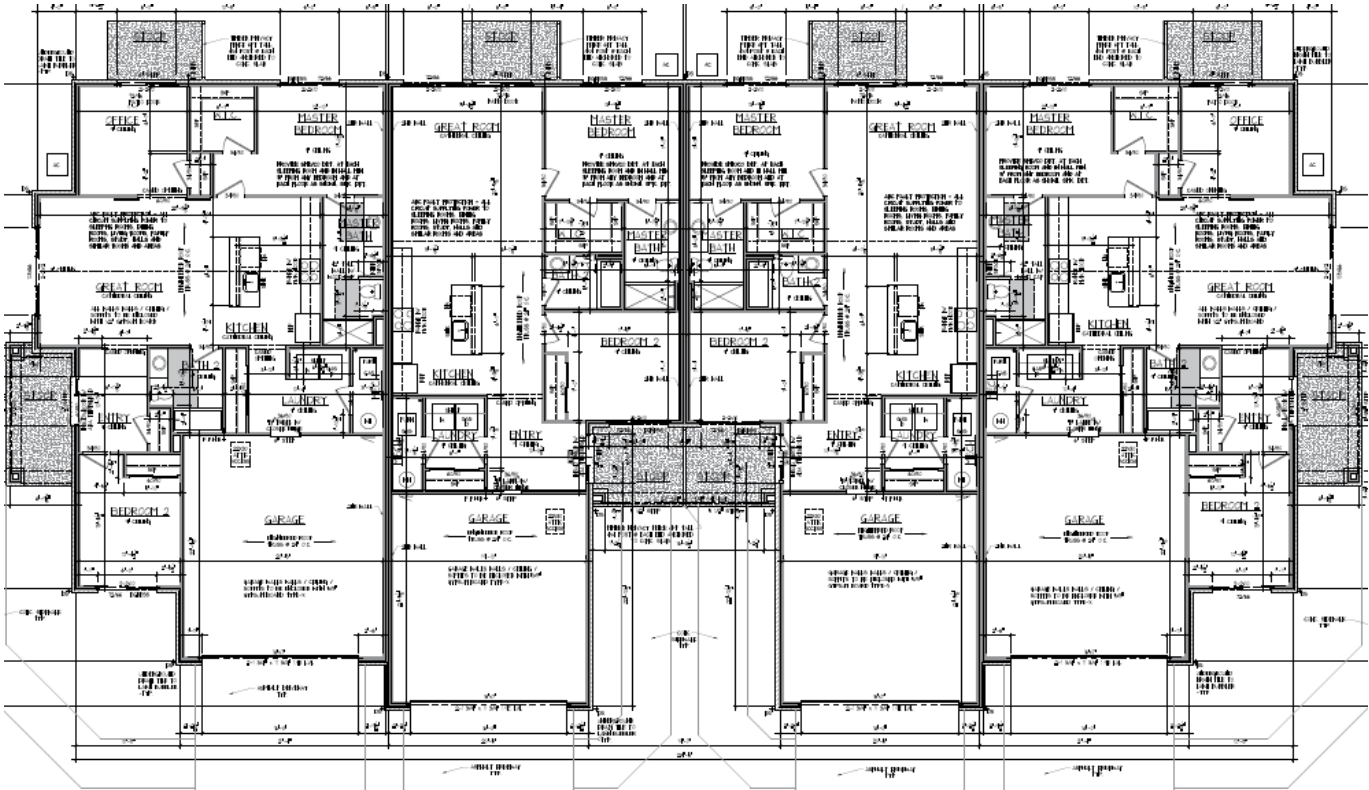
ARCHITECTURE

The Petitioner proposes the remaining 25 attached dwelling buildings (91 units) to be single-story ranch instead of two-story. The unit density, building count, and unit-style breakdowns remain the same as the previous approval with 17 as 4-unit, seven as 3-unit, and one as 2-unit types. Exterior elevations of the 4-unit type are shown in this report. The three and two-unit elevations are similar in nature to the four-unit design and are within the Petitioner's submittal drawings.

Similar to the slight reduction in footprint (lot coverage) the proposal slightly reduces the building area above grade of the 25 buildings from the previous approval. The Petitioner's spreadsheet provides aggregate square footages per building (combining the units together), with the greatest building reduction being 2,614 sq. ft. in the four-unit type, 162 sq. ft. in the two-unit type, and 419 sq. ft. in the three-unit type. Notably, 13 of the 25 units will also include basements.

The previous approval included configurations of the two-story Innsbrook (2,723 sq. ft.), Fairmont (2,601 sq. ft.), Greenbrier (2,353 sq. ft.), and one-story Jamestown (2,330 sq. ft.) models. The proposed now includes

configurations of 50 end units ("Unit A" 1,926 sq. ft.) and 41 interior units ("Unit B", 1,695 sq. ft.). Per unit, the reductions range from 404 to 1028 sq. ft. depending on the unit type. These reductions are mainly due to the loss of the second story.



Proposed Floor Plan of 4-Unit Type



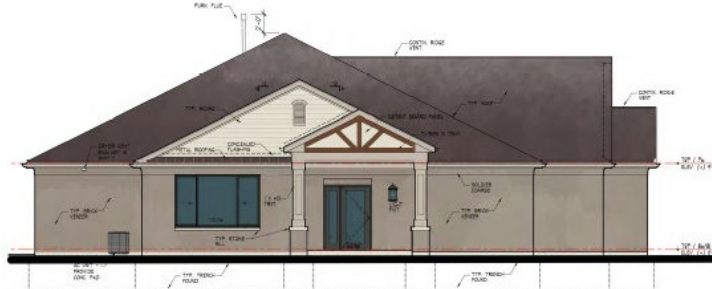
FRONT ELEVATION

SCALE: 3/16" = 1'-0"



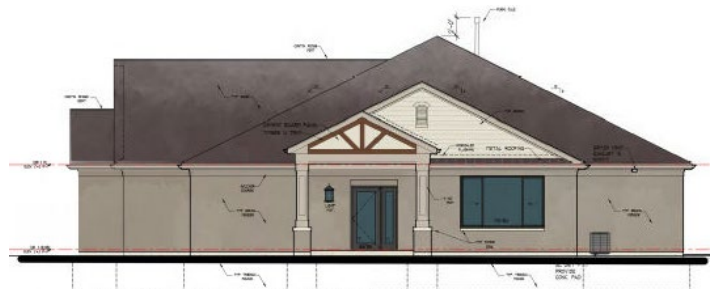
REAR ELEVATION

SCALE: 3/16" = 1'-0"



SIDE ELEVATION (LEFT)

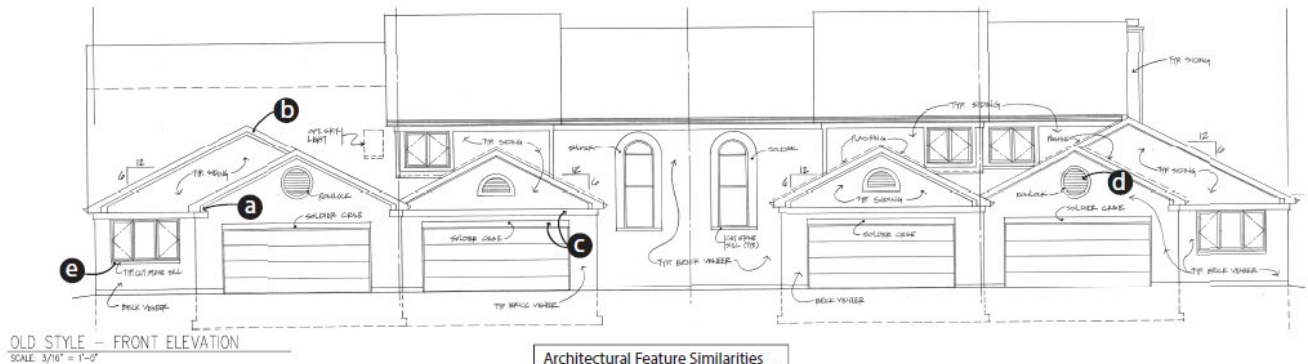
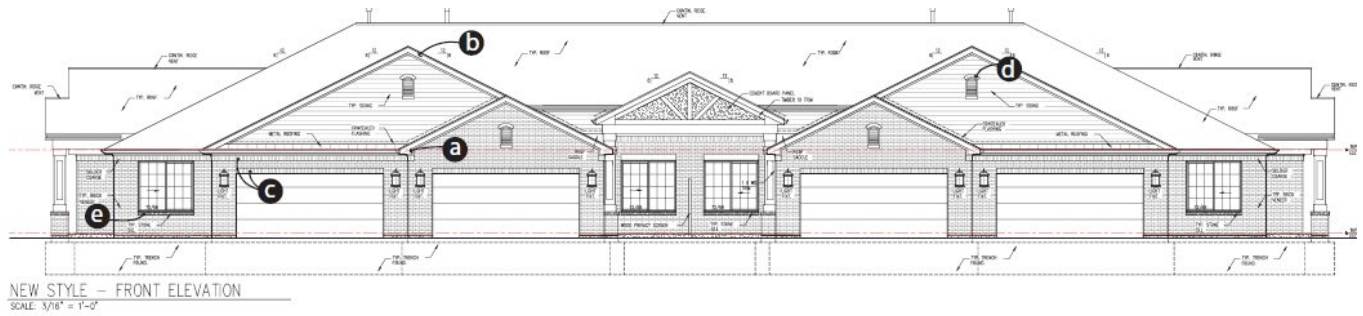
SCALE: 3/16" = 1'-0"



SIDE ELEVATION (RIGHT)

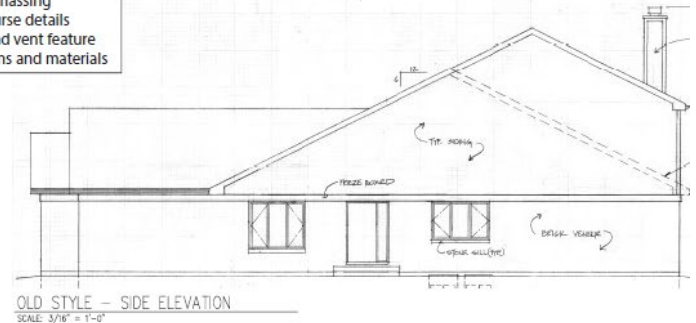
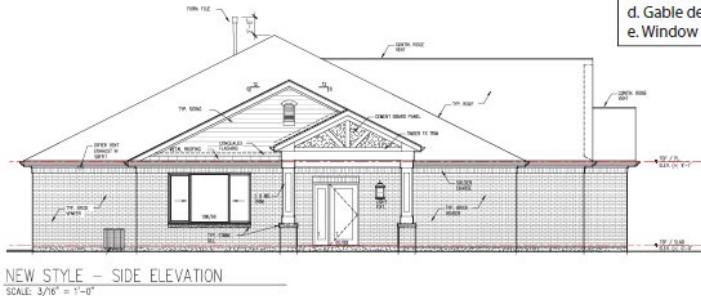
SCALE: 3/16" = 1'-0"

Proposed Color Renderings- 4 Unit Type



Architectural Feature Similarities

- a. Frieze and fascia board details
- b. Roof pitch and massing
- c. Brick soldier course details
- d. Gable details and vent feature
- e. Window locations and materials



Elevation Comparison – Proposed (New Style) vs. Existing/Previously Approved (Old Style) – 4-Unit Type

The proposed overall shape complements the existing buildings with respect to the gables. The proposed roof shape and footprints are similar to existing. The proposal has a large front gable spanning two garages with a second smaller gable nested within to frame the second garage. This style is present for all the proposed units with exception to the one of the end units on the three-unit type. The existing buildings also have front gables, but they are individual gables over each garage. The proposal also provides substantial front door entry gables and columns, as individual gables for end units, and as a larger gable for combining the two interior units on the 4-unit type. The existing buildings also have front door entry gables and columns; however they are smaller in size and less prominent. The proposal appears to provide more balanced variety in scale of gables and an aesthetically more substantial front door entry gable both on the front and side elevations. The existing side elevations tend to have a large monotonous expanse of siding on the upper story; thus the proposal will complement and improve the overall look of the building sides in the development. The proposed rear elevations appear to complement the existing buildings, though do not appear to provide as much architectural variety given the proposal is only single-story. The 4-unit type has a wide roof expanse on the rear elevation however it does not prominently front other properties. The properties surrounded by Apollo Court are all 3-unit types, which are better scaled for the dual frontage.



Proposed Rear of 3-Unit Type, Dual frontage to Apollo

Proposed exterior materials also are similar but have some differences to the existing. Brick, siding, and roofing remain the primary materials, with some details retained like brick soldier coursing, window design, and stone sills below the windows. The style of the frieze and fascia board, gable trim and eaves are similar to existing. The proposal largely differs by replacing a prominent visual feature of stone façade accent (at front windows, chimney, end-entry low wall) with a timber truss design on the front door entry gables and more articulated columns with bases and stone caps. The proposal also includes a 6' wood privacy screen between the recessed entries of the interior units on the 4-unit type, and along the edge of the rear patios for all unit types. The proposal does not have the cedar window trim and architectural siding as present on the second floor of the existing buildings. The Petitioner notes they should be able to locate downspouts on the wall rather than directly on the decorative columns. The existing buildings at 55-59 and 61-65 Olympus Drive have downspouts attached to the entry columns on the end units.



Existing detail in shingle variety and cedar trim



Existing Stone front window accent



Existing side elevation: Expansive siding, Narrow door entry w/ downspouts & stone accent.

The Petitioner provided prototypical color renderings of the three different ranch townhome building types showing tan brick but is proposing two color schemes. The Petitioner also provided an exterior material list naming the palette colors in the two schemes to provide subtle variation. Scheme #1 uses General Shale Brick in "Smoky Mountain", exterior siding in "Stone Mountain Clay", aluminum soffit/fascia/gutters in "Norwegian Wood", and Owens Corning asphalt shingles Duration Series in "Teak" color. Scheme #2 uses Meridian Brick in "Swan Creek", exterior siding in "Sandy Tan", aluminum soffit/fascia/gutters in "Sandy Tan", and Owens Corning asphalt shingles Duration Series in "Driftwood" color. The Petitioner describes the two schemes as neutral reddish and beige palettes. Proposed physical material samples will be provided at the Plan Commission meeting.

The Petitioner noted one scheme is present at 34-40 Olympus Drive (completing construction with masonry installed), and the second being a lighter tone between the existing off-white at 26-32 Olympus Dr. and the mid-brown at 25-31 Olympus Dr. Lot 31 (under construction) will soon have this second color scheme installed. Other existing reddish and pinkish tones are present at 55-59 and 61-65 Olympus Dr. It is worth noting that brick may adjust in appearance over time as it weathers.



Existing Buildings @ 26-32 Olympus (top) and 25-31 Olympus Dr. (bottom)



Existing brick on all five buildings with exterior materials completed

Differences between the architecture of the existing and proposed buildings should be considered as to whether they are complementary situated together in a development. Building massing and height should be considered along with materials, architectural style/aesthetics, and neutral color variations. Staff recommends conditioning approval that physical materials be provided during the permit process for staff review and approval.

Open Item #2: Discuss whether the proposed architecture is appropriate and complementary to the development which has existing buildings in place. Consider building height, massing, materials, architectural style/aesthetics, and neutral color variations.

STANDARDS FOR SITE PLAN AND ARCHITECTURAL APPROVAL

Section III.T.2. of the Zoning Ordinance requires that the conditions listed below must be met and reviewed for Site Plan and Architectural Review approvals. Specific findings are not required, however the proposed site plan and building architectural design shall be used by the Commission to review the proposal and ensure compliance with the standards.

Architectural

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

buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.

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

Site Design

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

STANDARDS FOR A SPECIAL USE

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - ***The allowance of single-story ranch townhomes in addition to the previously approved two-story units will not be detrimental to or endanger the public health, safety morals, comfort or general welfare. The proposal maintains a consistent architectural style and unit type complementary to the existing buildings in the development.***
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - ***The proposal will have no adverse effect on the area and will help complete construction on vacant lots. The proposal responds to the current needs of the housing market, and will help facilitate completion of the development.***
- 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 proposal will not impede or adversely affect future development of surrounding properties. The proposal will facilitate orderly development of the area. The nature, location and size of the proposal is cohesive with the surrounding uses as part of the Odyssey Club Planned Unit Development.***
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - ***The development is located within an existing Planned Unit Development, and all necessary utilities, access roads, and other storm water management facilities to adequately service the development have been approved and installed, or will be completed with the 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; and
 - ***The development is located within an existing Planned Unit Development, that includes a gated golf course community. The ingress/egress and associated traffic volumes were previously designed and engineered to accommodate the completion of the 117 total townhome units.***
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - ***The proposed Substantial Deviation to the Planned Unit Development will conform to applicable zoning regulations of the Odyssey Club development, including the same unit density and single-family attached building type as previously approved and constructed on the development.***

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
- ***The proposal will contribute positively to the economic growth and development of the community. By completing construction of the townhomes on otherwise vacant lots, the aesthetics and values of the neighboring property owners will be positively impacted. Completion of the lots mean addition taxable property value and additional units to share set expenses with the Master HOA.***

MOTION TO CONSIDER

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Motion 1 (Special Use for Substantial Deviation):

"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Odyssey Club Planned Unit Development to the Petitioner Anthony DeAngelis on behalf of Inter-Continental Real Estate & Development to permit a second model type to be constructed for single story ranch townhomes at Olympus Drive & Apollo Court (Odyssey Club Phase 7) in the R-5 PD (Low Density Residential, Odyssey Club PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the November 17, 2022 Staff Report, subject to the following conditions:

- 1. Approval is subject to final engineering plan review and approval.*
- 2. Either model type (single-story or two-story) to be constructed on Phase 7 of the PUD.*

Motion 2 (Site Plan/Architecture Approval):

"...make a motion to grant the Petitioner Anthony DeAngelis on behalf of Inter-Continental Real Estate & Development Site Plan / Architectural Approval for single story ranch townhomes at Olympus Drive & Apollo Court (Odyssey Club Phase 7) in the R-5 PD (Low Density Residential, Odyssey Club PUD) zoning district, in accordance with the plans submitted and listed herein, subject to the following conditions:

- 1. Site Plan/Architectural Approval is subject to approval of the Special Use for a Substantial Deviation to the PUD by the Village Board.*
- 2. Site Plan/Architectural Approval is subject to Engineering and Building Department permit review and approval of final plans including any grading or drainage changes.*
- 3. Physical material samples shall be provided during the permit process for staff review and approval. Final color and materials shall be subject to review and approval by Village staff prior to issuance of a building permit.*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application (Redacted)	Applicant	8/18/22
	Response to Standards	Applicant	n/a
	Narrative	Applicant	n/a, rec'd 10/31/22
	Existing Townhomes Plats of Survey (Lots 1,2,27,28,30,31, & 32)	Kevin Chaffin	Various, 2021
	Proposed Grading/Construction Plans (C000, C100, C101, C200, C201)	CEC	8/18/22
	2007 Previous Approval Grading/Construction Plan Excerpts (Sheets 6 to 8 of 14)	Roake	7/30/07
	Proposed Building Setback Exhibit, (Sheets C200 & C201 w/ Setbacks)	CEC	8/18/22, rec'd 10/31/22
	Proposed Line Elevations (Sequential), Proposed Site Plan, Existing Plat of Subdivision	TM	9/8/21 & 1/24/22
	Proposed Architectural Drawings of 4-Unit Type (Floor Plans, Line Drawings, Details)	TM	9/8/21
	Proposed Architectural Drawings of 3 and 2-Unit Types (Floor Plans, Line Drawings, Details)	TM	1/24/22
	Proposed Color Elevations Prototypical Tan – 4, 3, and 2-Unit Types	Applicant	9/8/21, 1/24/22; rec'd 10/31/22
	Proposed Landscape Plan	WE	6/1/22
	Townhome Elevation Comparison Exhibit	TM	2/18/22, rec'd 11/10/22
	Unit Sizes Above Grade	Applicant	Rec'd 11/11/22
	Building FAR Comparison Table	Applicant	n/a, rec'd 10/31/22
	Exterior Materials / Color Palette Schemes	Applicant	n/a, rec'd 10/31/22

CEC = Civil & Environmental Consultants, Inc.

Roake = Roake and Associates, Inc.

TM = Tech Metra Ltd.

WE = Westwood Environmental LLC

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO.2022-O-085

**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM
THE ODYSSEY CLUB PUD AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB
PHASE 7) TO PERMIT A RANCH TOWNHOME MODEL**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2022-O-085**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE ODYSSEY CLUB PUD AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7) TO PERMIT A RANCH TOWNHOME MODEL**

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

WHEREAS, a petition for the granting of a Special Use for a Substantial Deviation from the Odyssey Club Planned Unit Development (“PUD”) from the Zoning Ordinance to allow for a second model type to be constructed for single-story ranch townhomes at Olympus Drive and Apollo Court, known as Odyssey Club Phase 7, Tinley Park, Illinois 60477 (“Subject Property”) has been filed by Anthony DeAngelis of Inter-Continental Real Estate & Development Corporation (“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 for a Substantial Deviation from the Odyssey Club Planned Unit Development (“PUD”) should be granted on November 17, 2022, at the Village Hall at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 8-0 and has filed its report and findings and recommendations, regarding the Special Use for a Substantial Deviation with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

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

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

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

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

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

1. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The allowance of single-story ranch townhomes in addition to the previously approved two-story units will not be detrimental to or endanger the public health, safety morals, comfort or general welfare. The proposal maintains a consistent architectural style and unit type complementary to the existing buildings in the development.*
2. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposal will have no adverse effect on the area and will help complete construction on vacant lots. The proposal responds to the current needs of the housing market, and will help facilitate completion of the development.*
3. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The proposal will not impede or adversely affect future development of surrounding properties. The proposal will facilitate orderly development of the area. The nature, location and size of the proposal is cohesive with the surrounding uses as part of the Odyssey Club Planned Unit Development.*
4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The development is located within an existing Planned Unit Development, and all necessary utilities, access roads, and other storm water management facilities to adequately service the development have been approved and installed, or will be completed with the development.*

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *The development is located within an existing Planned Unit Development, that includes a gated golf course community. The ingress/egress and associated traffic volumes were previously designed and engineered to accommodate the completion of the 117 total townhome units.*
6. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - *The proposed Substantial Deviation to the Planned Unit Development will conform to applicable zoning regulations of the Odyssey Club development, including the same unit density and single-family attached building type as previously approved and constructed on the development.*
7. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - *The proposal will contribute positively to the economic growth and development of the community. By completing construction of the townhomes on otherwise vacant lots, the aesthetics and values of the neighboring property owners will be positively impacted. Completion of the lots mean addition taxable property value and additional units to share set expenses with the Master HOA.*

SECTION 3: The Special Use for a Substantial Deviation set forth herein below shall be applicable to the following described property

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, AND 32 IN ODYSSEY CLUB PHASE 7, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 6, 2005 AS DOCUMENT NUMBER 0534018081, AND THE PRIVATE ROADS COMMONLY KNOWN AS OLYMPUS DRIVE AND APOLLO COURT AS SHOWN ON THE PLAT OF THE SUBDIVISION OF THE ABOVE DESCRIBED ODYSSEY CLUB PHASE 7.

ALL EASEMENTS, EXPRESS OR IMPLIED, GRANTED OR RESERVED TO THE DEVELOPER OR DECLARANT UNDER THAT CERTAIN UMBRELLA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE

ODYSSEY CLUB, WITH AMENDMENT ATTACHED THERETO, ALL RECORDED ON DECEMBER 2, 1992 AS DOCUMENT NO. 92-9011950, AS AMENDED BY THAT SECOND AMENDMENT RECORDED ON FEBRUARY 26, 1993 AS DOCUMENT NO 93-149961, AS AMENDED BY THAT THIRD AMENDMENT RECORDED ON AUGUST 16, 2021 AS DOCUMENT NO. 21-22857034, AND AS SUPPLEMENTED ON MAY 25, 2000 AS DOCUMENT NUMBER 00-378708 (AS AMENDED AND SUPPLEMENTED THE “UMBRELLA DECLARATION”), ACROSS AND THROUGH STREETS AND PRIVATE ROADS; ALL RIGHTS OF AN ASSIGNEE OF DECLARANT AND ITS INVITEES, GUESTS AND LICENSEES AS PROVIDED IN ARTICLE VIII, SECTION 6 OF THE UMBRELLA DECLARATION AND AS PROVIDED IN ARTICLE VIII, SECTION 7 OF THE UMBRELLA DECLARATION; ALL RIGHTS OF A SUCCESSOR DEVELOPER AS PROVIDED IN ARTICLE VIII, SECTION 5 OF THE UMBRELLA DECLARATION; ALL OTHER RIGHTS CONTAINED IN ARTICLE VIII OF THE UMBRELLA DECLARATION WHICH ARE ASSIGNABLE TO SUCCESSOR OWNERS WHO ARE NOT MEMBERS OF THE UMBRELLA ASSOCIATION; AND ANY AND ALL RIGHTS, TITLE, INTERESTS, BENEFITS, POWERS, PRIVILEGES AND REMEDIES, BUT EXPRESSLY EXCLUDING ANY LIABILITIES OR OBLIGATIONS, AS THE DECLARANT OR DEVELOPER UNDER AND PURSUANT TO THE UMBRELLA DECLARATION FOR THE BENEFIT OF PARCEL 1.

PARCEL IDENTIFICATION NUMBERS:

31074080010000, 31074080020000, 31074080030000, 31074080040000,
31074080050000, 31074080060000, 31074080070000, 31074080080000,
31074080090000, 31074080100000, 31074080110000, 31074080120000,
31074080130000, 31074080140000, 31074080150000, 31074080160000,
31074080170000, 31074080180000, 31074080190000, 31074080200000,
31074080210000, 31074080220000, 31074080230000, 31074080240000,
31074080250000, 31074080260000, 31074080270000, 31074080280000,
31074080290000, 31074090010000, 31074090020000, 31074090030000,
31074090040000

COMMONLY KNOWN AS: Olympus Drive & Apollo Court / Odyssey Club Phase 7,
(Area north of Vollmer Road and West of Ridgeland Avenue), Tinley Park, Illinois

SECTION 4: That a Special Use for a Substantial Deviation, as defined in Zoning Ordinance VII.B.6., from the previously approved Odyssey Club Planned Unit Development (Ord. #99-O-061) to allow for a second model type to be constructed for single-story ranch townhomes at the Subject Property, as described above, in the underlying R-5 (Low Density Residential) Zoning District, is hereby granted to the Petitioner, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, subject to the following conditions:

Conditions:

1. Approval is subject to final engineering plan review and approval.

2. Either model type (single-story or two-story) to be constructed on Phase 7 of the PUD.

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 6th day of December 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 6th day of December 2022.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2022-O-085, “AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE ODYSSEY CLUB PUD AT OLYMPUS DRIVE AND APOLLO COURT (ODYSSEY CLUB PHASE 7) TO PERMIT A RANCH TOWNHOME MODEL,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 6, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of December 2022.

VILLAGE CLERK

Exhibit A

Per the November 17, 2022 Plan Commission Public Hearing Staff Report

Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted)	Applicant	8/18/22
Response to Standards	Applicant	n/a
Narrative	Applicant	n/a, rec'd 10/31/22
Existing Townhomes Plats of Survey (Lots 1,2,27,28,30,31, & 32)	Kevin Chaffin	Various, 2021
Proposed Grading/Construction Plans (C000, C100, C101, C200, C201)	CEC	8/18/22
2007 Previous Approval Grading/Construction Plan Excerpts (Sheets 6 to 8 of 14)	<u>Roake</u>	7/30/07
Proposed Building Setback Exhibit, (Sheets C200 & C201 w/ Setbacks)	CEC	8/18/22, rec'd 10/31/22
Proposed Line Elevations (Sequential), Proposed Site Plan, Existing Plat of Subdivision	TM	9/8/21 & 1/24/22
Proposed Architectural Drawings of 4-Unit Type (Floor Plans, Line Drawings, Details)	TM	9/8/21
Proposed Architectural Drawings of 3 and 2-Unit Types (Floor Plans, Line Drawings, Details)	TM	1/24/22
Proposed Color Elevations Prototypical Tan – 4, 3, and 2-Unit Types	Applicant	9/8/21, 1/24/22; rec'd 10/31/22
Proposed Landscape Plan	WE	6/1/22
Townhome Elevation Comparison Exhibit	TM	2/18/22, rec'd 11/10/22
Unit Sizes Above Grade	Applicant	Rec'd 11/11/22
Building FAR Comparison Table	Applicant	n/a, rec'd 10/31/22
Exterior Materials / Color Palette Schemes	Applicant	n/a, rec'd 10/31/22

CEC = Civil & Environmental Consultants, Inc.

Roake = Roake and Associates, Inc.

TM = Tech Metra Ltd.

WE = Westwood Environmental LLC

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE NOVEMBER 17, 2022 REGULAR MEETING

**ITEM #2 PUBLIC HEARING – ODYSSEY CLUB TOWNHOMES MODEL
CHANGE – SPECIAL USE FOR PUD SUBSTANTIAL DEVIATION AND
SITE PLAN/ARCHITECTURAL APPROVAL**

Consider recommending that the Village Board grant Anthony DeAngelis on behalf of Inter-Continental Real Estate & Development a Special Use for a Substantial Deviation to the Odyssey Club Planned Unit Development at Olympus Drive & Apollo Court in the R-5 PD (Low Density Residential, Odyssey Club PUD) zoning district.

Present Plan Commissioners: Chairman Garrett Gray
James Gaskill
Angela Gatto
Eduardo Mani
Andrae Marak
Ken Shaw
Brian Tibbetts
Kurt Truxal

Absent Plan Commissioners: Terry Hamilton

Village Officials and Staff: Lori Kosmatka, Associate Planner
Jarell Blakey, Management Analyst

Petitioners: Patricia Halikias, Intercontinental Real Estate &
Development Corporation
Anthony DeAngelis, Intercontinental Real Estate &
Development Corporation

Members of the Public: Andrew Macleod
Dr. Damon Arnold
Kathryn Surge

CHAIRMAN GRAY introduced Item #2. He entertained a motion to open the public hearing.

COMMISSIONER GASKILL made a motion to open the public hearing. Second was made by COMMISSIONER GATTO. CHAIRMAN GRAY requested a voice vote. Hearing no opposition, the motion was declared carried.

CHAIRMAN GRAY confirmed that he received certification of public legal notice being posted. He added that anyone wishing to speak on the case could do so but only after staff presents the

report.

Lori Kosmatka, Associate Planner presented the Staff Report.

CHAIRMAN GRAY asked the petitioner if they have anything to add. Noting none he asks the commission.

COMMISSIONER GASKILL noted he has no questions and is satisfied with the changes.

COMMISSIONER TRUXAL noted that the plat has not changed and it appears that there is only one way in and out of this new section. If that is the case he is concerned about EMS vehicles, but other than that the designs, materials, and density look acceptable to him.

COMMISSIONER MARAK stated he has nothing to add.

COMMISSIONER TIBBETTS commented that he thinks the change is consistent with market demand and architecturally is sufficient.

COMMISSIONER GATTO noted that she agrees with COMMISSIONER TIBBETTS and that it is a much-needed addition to the market in the Village.

COMMISSIONER MANI agreed with the rest of the commissioners.

COMMISSIONER SHAW asked if there is something driving the rationale behind the different lengths of homes with and without basements. He also asked if those will be spec homes.

CHAIRMAN GRAY swore in Anthony DeAngelis of Intercontinental Real Estate

Anthony DeAngelis, the Petitioner, stated it is mainly being driven by engineering. The determination was made through their engineer surveying the as-built existing conditions including the topography, roads, and utilities. In addition to this, the plan was determined by the intent to develop a plan that offered the least amount of disturbance to the existing landscape and is still in compliance with the grades for driveways and also maximize the number of units with basements. The first 26 units built all have basements. 51 more will have basements, and 40 will have slab. A total of 66% will have basements. He confirmed these are spec homes. He noted the site plan shows the A and B units with configuration of each building on each lot, and identifying which will have basements.

COMMISSIONER SHAW stated that he appreciates that it is updated architecture and noted that existing owners may perceive the development to be a drag on property values however, the use of high-quality materials and delivering a market need will improve that. He commented that though he appreciates the front elevation and mix of gables, he thinks that the rear elevation appears to be a sea of shingles and there should be alternative materials or faux gables to break up that look.

Anthony DeAngelis stated it is important to keep in mind that there are only four buildings that back up to another. The rest are surrounded by the golf course so it should not present a problem.

COMMISSIONER SHAW agrees that it will only backup to the golf course but there is a certain image of the neighborhood. The homeowners may feel that the rear elevation takes away from the neighborhood. He continued by suggesting that the developer could utilize alternative materials such as faux gables to mitigate some of the issues. He clarifies that he is not conditioning approval on this item, but it is a concern of his. He ended by commenting that overall, he is okay with the project excluding the rear elevations then mentions that on the existing ones he has a similar issue with the excessive siding.

Anthony DeAngelis responded that he and his team feel that the proposed front elevations are an improvement from the existing citing that was an explicit intention when preparing the plans. He continues by stating that they are not opposed to looking into remedying the rear elevations on the 4-unit buildings.

COMMISSIONER SHAW noted that the Petitioner is correct. It is only on the 4-unit buildings that the excessive shingling is an issue.

Anthony DeAngelis responded that he feels that this will not be an issue in the other units. He notes that there are cathedral ceilings in the ranch models so they want to make sure they do not limit the design by modifying the existing design.

COMMISSIONER SHAW responded that there is still the possibility to use alternative materials while maintain the integrity of the design.

CHAIRMAN GRAY asked if there were no changes to the plat or lot lines then what took so long to begin Phase 7.

Anthony DeAngelis responded that there are several factors that went into that and they have been working with the village to come up with a plan for the area. He mentioned that they had 12 existing foundations intended to be models that had sat due to the financial crisis that occurred in 2008. The project gained interest once they reassessed market conditions and lifestyle changes that occurred. Additionally, there was a justification to invest the necessary capital due to the heightened activity in the leasing market. Anthony suggests that the development team is very confident in its ability to get this project completed in two phases with 44 units in the first phase and 47 in the second phase for a total investment of about \$40 million dollars completing the subdivision and the remaining improvements.

CHAIRMAN GRAY asked if they are looking at a two-year time-table.

Anthony DeAngelis responded yes, a 24-month time table beginning in the upcoming spring. He feels that the aggressive timeline will be beneficial for everyone to complete this project.

CHAIRMAN GRAY commented that he agrees that changing with the time is important for development.

Anthony DeAngelis noted that they are also offering a comprehensive package with the amenities of being a private gated golf course community and these homes as they will be equipped with digital equipment systems such as Ring doorbell systems and smart thermostats.

CHAIRMAN GRAY stated that he agrees that the need for this project is there and feels open item one is reasonable. In regards to open item two he has no issues to that and then agrees with the landscape waiver for the trees.

Anthony DeAngelis stated that he believes they will exceed the fifty feet landscape requirement once the project is finished.

CHAIRMAN GRAY noted he had no outstanding issues. Then asks if there is anything else the petitioner would like to add. Hearing none the chair asks the commission if there is anything else to be added.

CHAIRMAN SHAW requested that an informal poll since he was the only petitioner that brought up an issue with the roof on the 4-unit rear elevation.

COMMISSIONER MARAK comments that when comparing the two units he has no noted concerns about the rear facades due to the vaulted ceilings.

Anthony DeAngelis commented that the rear elevations on the existing units are similar with the exception of the vaulted ceilings in the new units.

COMMISSIONER SHAW noted that if it is only his opinion then they can move on.

CHAIRMAN GRAY requested for an informal poll to be taken regarding the issue of the materials used on the rear elevations.

The following Commissioners did not think it was an issue:

COMMISSIONER GASKILL
COMMISSIONER MARAK
COMMISSIONER GATTO
COMMISSIONER MANI
CHAIRMAN GRAY

The following Commissioners did think the proposed rear additions were an issue:

COMMISSIONER TRUXAL
COMMISSIONER TIBBETTS
COMMISSIONER SHAW

COMMISSIONER GATTO noted that she feels there could be some modification to the 4-unit building.

COMMISSIONER MANI noted that if you put gable on some of the properties it will make it an atypical unit suggesting that if it will be added it will need to be added to be consistent.

CHAIRMAN GRAY asked if the public had anything to add for this item. He swore in Andrew Macleod, member of the Fairway Townhome Association.

Andrew Macleod spoke about confusion with what association this townhome will be part of and cited other issues with the establishment of prior developments that have come in. In addition to this, there were noted concerns about the enforcement of HOA covenants.

Anthony DeAngelis informed Andrew Macleod that there were provisions in place for the new development and that anything further would need to be discussed at a later date.

Jarell Blakey, Management Analyst, informed Andrew Macleod that the Village does not enforce private covenants for HOAs and that they could exchange contact information to discuss the matter further.

CHAIRMAN GRAY requested that we move past this issue as the HOA designation is not part of the request before the Plan Commission.

Andrew Macleod noted that he has a concern with the construction traffic and asked how the developer will mitigate risks.

CHAIRMAN GRAY swore in Dr. Damon Arnold.

Dr. Damon Arnold, noted concerns with construction traffic, infrastructure, and property taxes. He went on to comment that if the homes are targeted for retirees there is no way to guarantee that retirees will be the ones to purchase these homes.

COMMISSIONER GASKILL clarified that the development is being built with seniors and empty nesters in mind but it was not said that only retirees will occupy the units.

Dr. Damon Arnold responded that the impression he was given was it was intended to be a retirement community.

COMMISSIONER SHAW commented that he was not under the impression that it was a retirement community.

Dr. Damon Arnold raised a concern that the one-story home will negatively affect property values.

COMMISSIONER GATTO noted that currently that is not the case.

Dr. Damon Arnold asked about how the single-story development will affect taxes.

COMMISSIONER GATTO clarified that the homes are only slightly smaller.

Dr. Damon Arnold noted that it was said that there will be a smaller footprint on the newer development.

Anthony DeAngelis, commented that it will only be slightly smaller.

COMMISSIONER SHAW asked Lori Kosmatka, Associate Planner, to show the exact figure for square footage on the presentation.

Jarell Blakey, Management Analyst, informed Dr. Damon Arnold that the subdivision maintains a maintenance deposit and surety bond to cover any infrastructure repairs needed.

Dr. Damon Arnold asked if it covers damage to the home.

Jarell Blakey, Management Analyst, informed him that it covers public infrastructure ending in the public easement.

Dr. Damon Arnold asked how this will affect their property taxes.

COMMISSIONER GATTO responded that property taxes are assessed based on square footage of your home.

Jarell Blakey, Management Analyst, informed that the Village does not assess property taxes so we cannot make an accurate projection of the affect of the taxes and can only refer him to the other agency.

Dr. Damon Arnold made a statement about the rear elevations not being appealing appearing as one long roof with no aesthetic appeal. He noted he golfs and will be looking at them as well. He noted concerns with open access to the community due to lower costs.

Lori Kosmatka, Associate Planner, commented that the configuration of the unit is not changing. 25 of the lots are vacant, and 17 of them remain as 4-unit type, 7 of them as 3-unit type and 1 as 2-unit type.

Dr. Damon Arnold stated that he is looking to obtain a clearer picture regarding the development.

Lori Kosmatka, Associate Planner, responded that unit density would not be coming down, but floor area ratio would be slightly adjusted as in respect to lot size is what's changing.

Dr. Damon Arnold asked to be clear the only change that is happening is going from a two story to a one-story townhome.

Lori Kosmatka, Associate Planner, responded yes, previous approvals had different model types but the only change being requested is the move from two-stories to one.

Dr. Damon Arnold noted a concern with the construction traffic.

Lori Kosmatka, Associate Planner, informed Dr. Damon Arnold that as the project goes through the permit process, there will be a process in place to mitigate nuisances. Additionally, the phasing of the project will attempt to mitigate nuisances as well.

Jarell Blakey, Management Analyst, informed Dr. Damon Arnold that there is a preconstruction meeting that where the building official will address any concerns and inspectors will be on-site daily.

Dr. Damon Arnold asked if the golf course operations would be interrupted.

Jarell Blakey, Management Analyst, responded no.

Anthony DeAngelis informed the Petitioner that the benefit in phasing the project will mitigate risk. Also, this phase is self-contained so there should be minimal disturbances.

CHAIRMAN GRAY swore in Kathryn Surge.

Kathryn Surge asked if these will primarily be rentals.

Lori Kosmatka, Associate Planner, responded that the Village does not regulate ownership of residential units.

Kathryn Surge noted concerns with some units not having basements. Also, a concern with the rear elevation on the four-unit building.

CHAIRMAN GRAY asked if anyone else from the public wished to speak on the item. Hearing none, he asked the Commissioners if they had anything to add. Hearing none, he entertained a motion to close the public hearing.

COMMISSIONER TRUXAL made a motion to close the public hearing. Second by COMMISSIONER GASKILL. CHAIRMAN GRAY requested a voice vote. Noting no opposition, the motion was declared carried.

Lori Kosmatka, Associate Planner, presented the standards.

Motion 1 – Special Use for a Substantial Deviation to the Planned Unit Development

COMMISSIONER GASKILL made a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Odyssey Club Planned Unit Development to the Petitioner Anthony DeAngelis on behalf of Inter-Continental Real Estate & Development to permit single story ranch townhomes at Olympus Drive & Apollo Court (Odyssey Club Phase 7) in the R-5 PD (Low Density Residential, Odyssey Club PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed in the November 17, 2022 Staff Report.

1. *Approval is subject to final engineering plan review and approval.*
2. *Either model type (single-story or two-story) to be constructed on Phase 7 of the PUD.*

The motion was seconded by COMMISSIONER TRUXAL.

COMMISSIONER SHAW clarified that the Plan Commission was a recommending body meaning that they are not approving or denying anything. It just makes a recommendation to the

Village Board and they make the final decision. As far as the association issues, staff will have to confer with village attorneys.

CHAIRMAN GRAY requests a roll call vote. Commissioners present and responding in the affirmative:

COMMISSIONER GASKILL
COMMISSIONER GATTO
COMMISSIONER MANI
COMMISSIONER MARAK
COMMISSIONER SHAW
COMMISSIONER TIBBETTS
COMMISSIONER TRUXAL
COMMISSIONER GRAY

Hearing no opposition, the motion was declared carried.

Motion 2 – Site Plan/Architectural Approval

COMMISSIONER TRUXAL made a motion to grant the Petitioner Anthony DeAngelis on behalf of Inter-Continental Real Estate & Development Site Plan / Architectural Approval for single story ranch townhomes at Olympus Drive & Apollo Court (Odyssey Club Phase 7) in the R-5 PD (Low Density Residential, Odyssey Club PUD) zoning district, in accordance with the plans submitted and listed herein, subject to the following conditions:

1. *Site Plan/Architectural Approval is subject to approval of the Special Use for a Substantial Deviation to the PUD by the Village Board.*
2. *Site Plan/Architectural Approval is subject to Engineering and Building Department permit review and approval of final plans including any grading or drainage changes.*
3. *Physical material samples shall be provided during the permit process for staff review and approval. Final color and materials shall be subject to review and approval by Village staff prior to issuance of a building permit.*

The motion was seconded by COMMISSIONER GATTO.

CHAIRMAN GRAY requested a roll call vote. Commissioners present and responding in the affirmative:

COMMISSIONER GASKILL
COMMISSIONER GATTO
COMMISSIONER MANI
COMMISSIONER MARAK
COMMISSIONER SHAW
COMMISSIONER TIBBETTS
COMMISSIONER TRUXAL
COMMISSIONER GRAY

Hearing no opposition, the motion was declared carried.

CHAIRMAN GRAY informed the Petitioner this item will go the Village Board on December 6th, 2022.

DRAFT



PLAN COMMISSION STAFF REPORT

December 1, 2022 –Public Hearing

Mitchell – Corner Lot Fence Setback Variation

7800 Joliet Drive

Petitioner

Kate & Andrew Mitchell

Property Location

7800 Joliet Drive

PIN

27-36-105-016-0000

Zoning

R-2 PD (Bristol Park PUD)

Approvals Sought

Variation



EXECUTIVE SUMMARY

The Petitioner, Kate Mitchell, is seeking a Variation from Section III.J. (Fence Regulations) of the Zoning Ordinance to permit a six-foot-high, open-style fence encroaching up to 17'-5" into the required 30-foot secondary front yard, where a fence encroachment is not permitted at 7800 Joliet Drive. The Petitioner has already installed the fence at the requested location and is looking to resolve the zoning violation. A permit had been issued and the approved plans were compliant but the fence was installed at the incorrect location, which was identified upon inspection.

The Petitioner has requested the fence setback Variation to protect the property from damage due to previously alleged trespassing on the property. The Petitioner installed the fence to align with the neighbor's existing nonconforming fence, and had it run at jogging angles along mature landscaping.

Secondary front yard fences are required to be located at the building setback line of 30 feet in the R-2 zoning district. The Petitioner could comply by code to have the six-foot high open-style fence at the 30-foot Required Setback Line of the secondary front yard. Also, five-foot open style fences may, with administrative approval, encroach up to ten feet in the Required Setback Line of the secondary front yard. If the Variation request is denied, the Petitioner would be required to remove or relocate the installed fence or be subject to code violation citations and fines.

Project Planner

Lori Kosmatka
Associate Planner

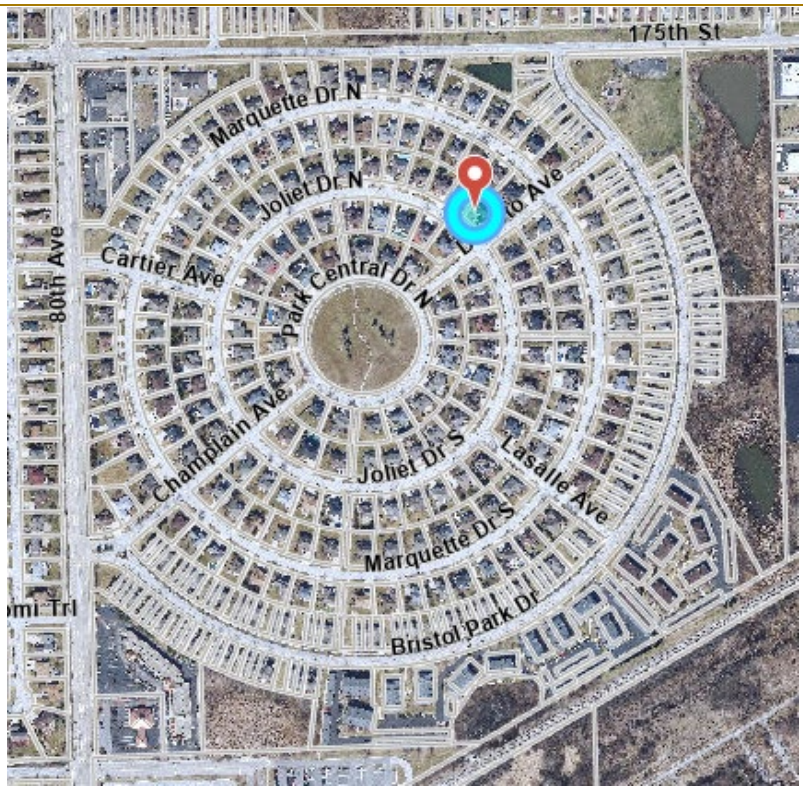
EXISTING SITE & HISTORY

The subject property is a corner lot, located on the north corner of Joliet Drive N and Desoto Avenue in the Bristol Park Planned Unit Development (PUD). The subdivision as part of the PUD was annexed into the Village in 1990. The development contains concentric rings of single-family residential with commercial, townhomes, and multi-family on the surrounding exterior areas.

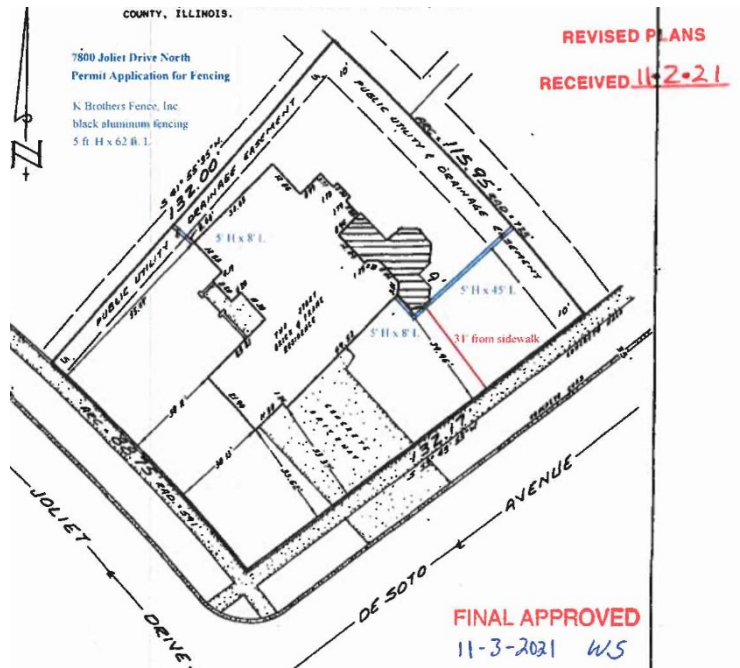
The lot has 88.75' of primary frontage on Joliet Drive, with the rear property line parallel to Joliet Drive being 115.95 feet. There is 132.17 feet secondary frontage on Desoto Avenue with the parallel rear property line being 132.00 feet. When averaging the property lines per the plat of survey, the property is approximately 13,519 sq. ft. Approximate parcel area is 12,550 sq. ft. The side of the house along the secondary front yard is situated along Desoto Avenue at a slight angle, where it is 39.96 feet from the property line at its northeastern corner and 33.62 feet from its southeastern corner.

The Petitioner recently installed the requested fence at the northeastern corner of the house. The Petitioner states there were issues with trespassing on the subject property, and the Petitioner installed a fence to protect the property from damage. The homeowner's initial submittal for the fence permit application depicted a proposed fence 20 feet from the sidewalk within the 30-foot secondary front yard. The Village notified the Petitioner that the proposal did not meet fence code regulations and the homeowner revised the proposal to depict the proposed fence 31 feet from the sidewalk. The revised proposal thus met fence code regulations and the fence permit was issued (approved November 3, 2021).

The Petitioner worked with a fence contractor to install the fence. Upon inspection, it was discovered that the fence was not installed in the approved code compliant location, but rather within the secondary front yard at jogging angles with varied distance from the property line (see photos and plat below). The Village provided a deadline for the Petitioner to either decide to move the fence to the permitted location or request relief through a Variation if they believed there was a unique hardship. The Petitioner is aware that if the Variation is denied they will need to comply with the code requirements. Staff has recommended that they have a plan in place prior to the decision to avoid code enforcement action.



Aerials of Property (location of parcel lines is approximate)



Previously Approved Fence Permit 11/3/21, Code Compliant



Installed fence, Noncompliant; 12'-7" to property line, angled jogging



Left: Fence and landscaping in relation to sidewalk. Right: Fence with angled jogging to meet existing neighbor's fence

ZONING & NEARBY LAND USES

The subject property is a corner lot within the R-2 Zoning District and part of the Bristol Park PUD. Surrounding nearby residences are also part of the PUD and have the same underlying zoning district. Beyond the concentric rings of single-family detached residential, the PUD's zoning contains R-5, R-6, B-1, and B-4 zoning districts. The Zoning Ordinance requires primary and secondary yard setbacks of 30 feet each within the R-2 zoning district.

The lot of approximately 13,519 sq. ft. is below the required minimum corner lot size of 16,250 sq. ft. per the Zoning Ordinance, however, the property was developed as part of the PUD's specifications and is not unique from surrounding properties. Available square footage parcel areas from the Village's GIS map are only roughly approximate, but the subject property's 12,550sq. ft. is comparable to surrounding corner properties (12,443 sq. ft. at 7801 Marquette Dr., 13,090 sq. ft. at 7801 Joliet Dr., 12,584 sq. ft. at 7700 Marquette Dr.; 12752 sq. ft. at 7701 Joliet Dr.; 11,422 sq. ft. at 7700 Joliet Dr.)

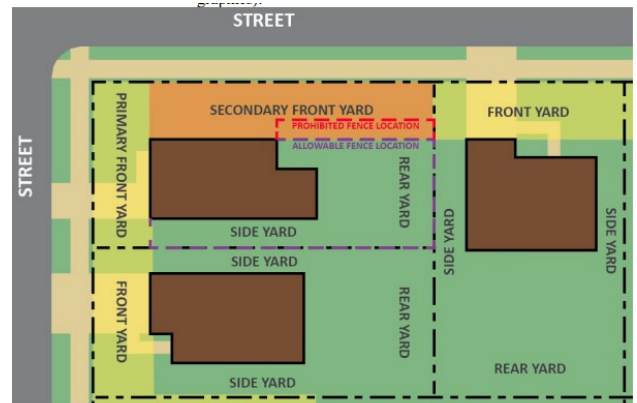
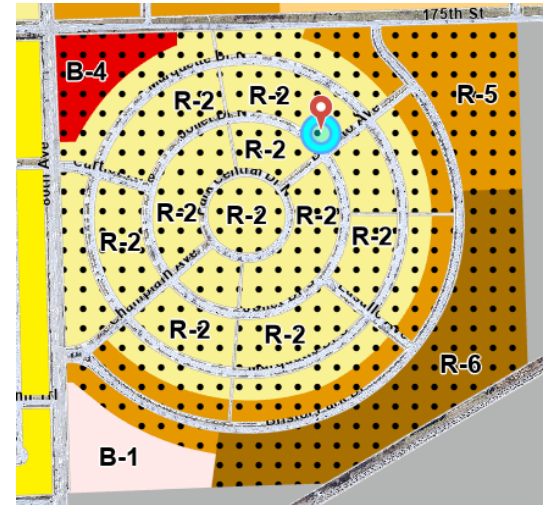
The majority of corner properties in the Bristol Park neighborhood have an essential character where fences are generally not located in the front yards. Some such as 7700 Marquette Dr. S comply by aligning with the side of the house's façade along the secondary front yard. Village records indicate only one previous fence variation in the Bristol Park PUD at 7800 Marquette Dr. N. Other fences in neighborhood include the adjacent north neighbor at 7801 Marquette Dr. N and a few other Bristol Park locations observed including 7877 Marquette Dr. S and 7948 Joliet Dr. N. Aside from the one property with the variation, those properties with non-conforming fences will need to come into conformance when they are eventually replaced.

Current Fence Regulations

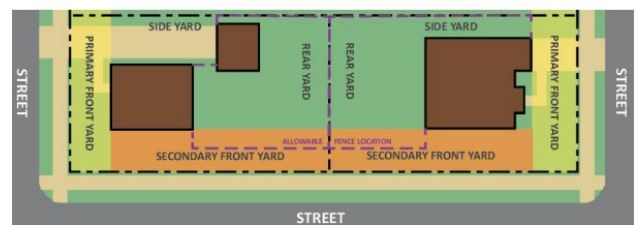
After months of discussion between the Zoning Board of Appeals, Plan Commission, and Community Development Committee, the Village Board adopted an ordinance in January 2018, amending the fence regulations for fences within a secondary front yard. The amendment provided clarification to the Code. Previously, the Code was not uniformly enforced, created aesthetic issues in streetscapes, and resulted in many non-conforming fences. It was known when adopting these newer regulations that many existing fences would become legal non-conforming and would be required to come into conformance with the current codes when replacement is necessary.

Section III.J. "Fence Regulations" states that for corner lots, fences are only permitted at or behind the Required Setback Line in the primary front yard and secondary front yard, though, per Section III.J.3.a. (*Administrative Approvals of Secondary Front Yard*), administrative approvals may be granted

for fences in secondary front yards when they are open style fences with a maximum of five feet (5') in height could encroach up to 10 feet into the Required Setback Line in the secondary front yard in the R-1 Zoning District. This administrative approval option requires that the fence must not obstruct sight lines and cannot abut a neighboring primary front yard. The subject property appears to not have sight line obstruction issues nor abuts a primary front yard, however, the installed fence is located beyond the allowable 10 feet encroachment and it exceeds the maximum five foot allowable height for this administrative approval.



Graphic: Prohibited Fence Location in Secondary Front Yard



Graphic: Allowable Fence Location in Secondary Front Yard

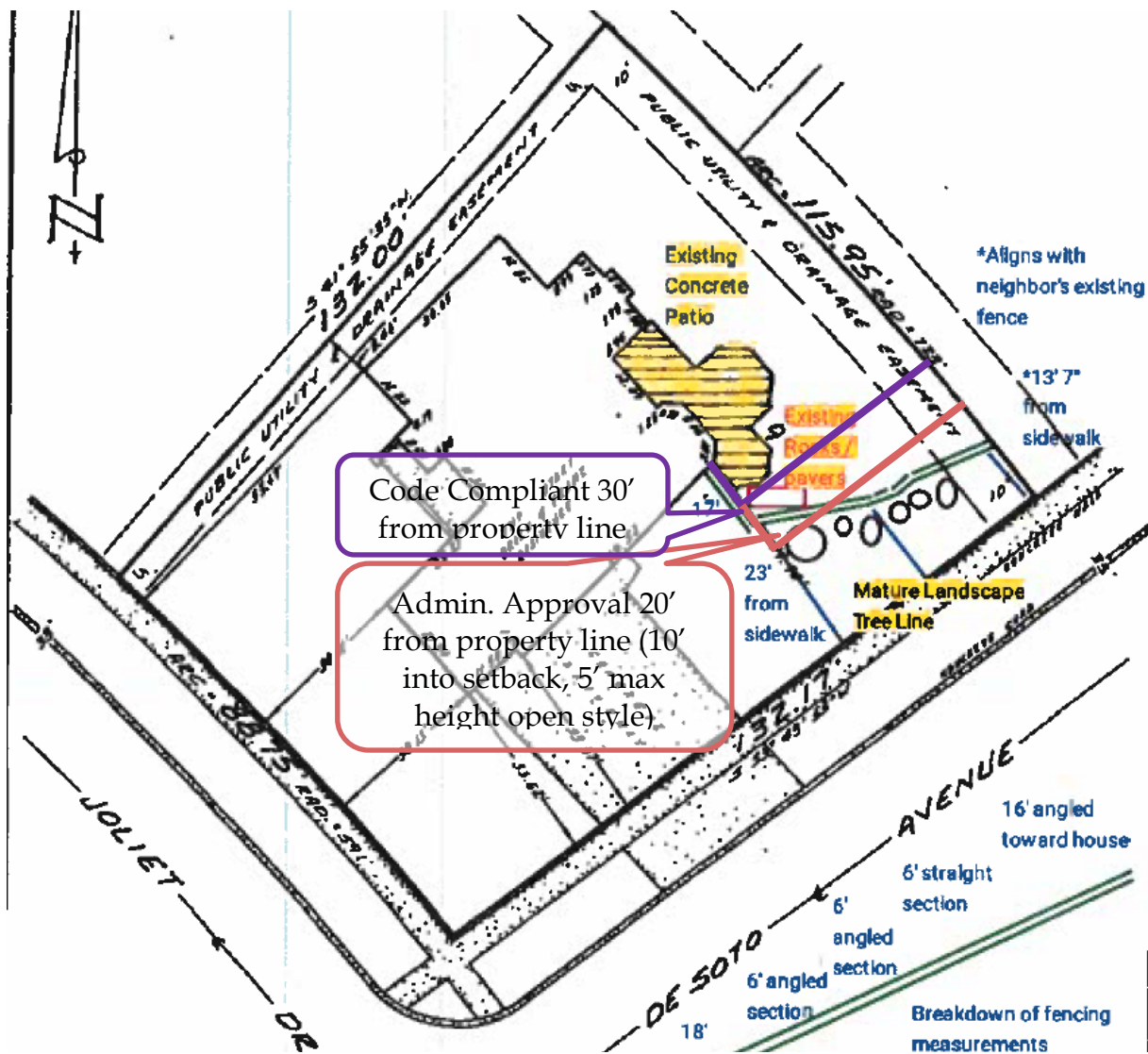
Graphic per Section III.J.3.a.1

VARIATION REQUEST

The Petitioner requests the variation to allow the recently installed fencing at the existing location. The fence is a six-foot (6') high, open-style fence which the Petitioner states at its closest (greatest encroachment) is 13'-7" from the sidewalk, thus 12'-7" from the property line, (as the property line is offset one foot from the sidewalk) and encroaching up to 17'-5" into the Required Setback Line of the 30-foot secondary front yard. The fence has a varied distance from the property line due to its angled jogging which the Petitioner notes at its furthest (least encroachment) is 23 feet from the sidewalk. The Petitioner shows the fence run, in green, dimensions in blue, and circle/ellipses as mature landscaping. The Petitioner has marked up the plat of survey, providing dimensions from the sidewalk rather than the property line. Variation requests must be calculated from the property line. The Petitioner installed the fence to align with the neighbor's existing nonconforming fence, and had it run at jogging angles along mature landscaping. The Petitioner's narrative provides additional detail and photographs.

The Petitioner can conform with the Village's fence code regulations aside from having no fence. The Petitioner can outright comply with the code requirements, as previously permitted, by having the fence (up to six feet tall, either open or privacy style permitted) relocated so it is at least 30 feet from the property line (*purple solid line on the plat below*). Alternatively, the Petitioner could be allowed an administrative approval to install an open-style fence up to five feet in height to encroach up to ten feet into the setback thus locating 20 feet from the property line (*pink solid line on the plat below*), however this is one foot shorter than the installed fencing. Since the northeastern corner of the home is 39.96' from the property line, nearly ten feet greater than the 30' secondary front yard minimum, these options would still allow for some enclosure of land beyond the face of the house along Desoto Avenue.

Staff is concerned about setting a precedent for future variation requests if there is no clear physical hardship or uniqueness of property identified. Hardships for a Variation must be related to the physical characteristics of the property and cannot be created by the owner (or previous owners) of the property. If the Variation is granted, if the north neighbor eventually wishes to replace their fence, that neighbor will need to meet the code, which would cause a gap in the fencing. The majority of corner properties in the Bristol Park neighborhood have fences that are generally not located in the front yards. A few corner properties in the neighborhood have fences, and most of which appear to conform to the code. For the few fences that don't comply, they will need to come into compliance upon their replacement.



Marked Up Plat of Survey by Applicant (in green) and conforming options by Staff (in purple and pink)

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below. The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request. Staff has drafted Findings of Fact which do not support recommending approval of the Variation as presented. If the Plan Commission would like to recommend this Variation for approval, these Findings of Fact will need to be amended.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - ***The subject parcel can still yield a reasonable return under the conditions of the district it is located. The Petitioner has options to comply with code, including locating the fence outside of the front yard, or seeking administrative approval for a five-foot-tall fence encroaching ten feet. None of these compliant options limits the owner's ability to yield a reasonable return on their property.***
2. The plight of the owner is due to unique circumstances.
 - ***The subject property does not present a clear, physical hardship related to the property. The Petitioner could have a fence outside of the secondary front yard.***
3. The Variation, if granted, will not alter the essential character of the locality.
 - ***The Variation, if granted, will alter the essential character of the locality. The majority of corner properties in the Bristol Park neighborhood have an essential character where fences are generally not located in the front yards. Few corner properties in the neighborhood have fences, and most of which appear to conform to the code. Properties with non-conforming fences that do not have a variation will need to come into conformance when they are eventually replaced.***
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Petitioner have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

MOTION TO CONSIDER

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

"...make a motion to recommend that the Village Board grant a Variation to the Petitioner, Kate Mitchell, from Section III.J. (Fence Regulations) of the Zoning Ordinance, to permit a six-foot high open fence encroaching up to seventeen feet five inches (17'-5") into the required 30 foot secondary front yard, where a fence encroachment is not permitted at 7800 Joliet Drive N in the R-2 (Single-Family Residential) Zoning District, consistent with the Submitted Plans and adopt Findings of Fact as proposed in the December 1, 2022 Staff Report."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application (Redacted)	Applicant	10/19/22
	Response to Standards for Variation	Applicant	Rec'd 10/19/22
	Applicant Narrative and Photos	Applicant	Rec'd 11/22/22
	Plat of Survey (Marked by Applicant)	Applicant	Rec'd 10/19/22

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2023-O-001**

**AN ORDINANCE GRANTING A VARIATION FOR AN OPEN STYLE
FENCE IN A SECONDARY FRONT YARD AT 7800 JOLIET DRIVE
NORTH**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-001**AN ORDINANCE GRANTING A VARIATION FOR AN OPEN STYLE
FENCE IN A SECONDARY FRONT YARD AT 7800 JOLIET DRIVE
NORTH**

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

WHEREAS, a petition has been filed with the Village Clerk of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance by Kate Mitchell (“Petitioner”), to grant a Variation for a six-foot (6’) tall open-style fence encroaching seventeen feet five inches (17’-5”) into the required thirty-foot (30’) secondary front yard, where a fence encroachment is not permitted (“Variation”); and

WHEREAS, the Village of Tinley Park Plan Commission held a Public Hearing on the question of whether the Variation should be granted on December 1, 2022, 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, after hearing testimony on the petition, the Plan Commission voted on the requested Variation for a 17-foot five inch (17’-5”) encroachment of a 6-foot-high fence and voted 1-6 based on the Standards for a Variation enumerated in the Tinley Park Zoning Ordinance to recommend Denial of the requested Variation to the Village President and Board of Trustees; and

WHEREAS, after hearing testimony on the petition, the Plan Commission proposed a alternate motion for a Variation for a ten foot (10’) encroachment of a 6-foot-high fence and voted 7-0 based on the Standards for a Variation enumerated in the Tinley Park Zoning Ordinance to recommend Approval of the alternative Variation to the Village President and Board of Trustees; and

WHEREAS, the Plan Commission has filed its report of findings and recommendations regarding the Variation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

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

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

SECTION 2: That the report of findings and recommendations of the 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 have provided evidence establishing that he has met the standards for granting the Variation as set forth in Section X.G.4 of the Zoning Ordinance, and the proposed granting of the Variation as set forth herein are in the public good and in the best interest of the Village and its residents and are consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
2. The plight of the owner is due to unique circumstances.
3. The Variation, if granted, will not alter the essential character of the locality.
4. Additionally, the Plan Commission also considered the extent to which the following facts are favorable to the Petitioner based on the established evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and

- f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

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

LEGAL DESCRIPTION: LOT 78 IN BRISTOL PARK UNIT ONE-A, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 27-36-105-016-0000

COMMONLY KNOWN AS: 7800 Joliet Drive North, Tinley Park, Illinois

SECTION 4: A seventeen-foot five-inch (17'5") Variation from Section III.J (Fence Regulations) of the Zoning Ordinance, to permit a six-foot (6') high open-style fence to encroach seventeen feet five inches (17'5") into the required thirty-feet (30') secondary front yard where a fence encroachment is not permitted is hereby granted to the Petitioner in the R-2 PD (Single-Family Residential, Bristol Park PUD) Zoning District at the above-mentioned Property in accordance with the revised Plat of Survey attached hereto as **Exhibit A**.

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 17th day of January 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of January 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

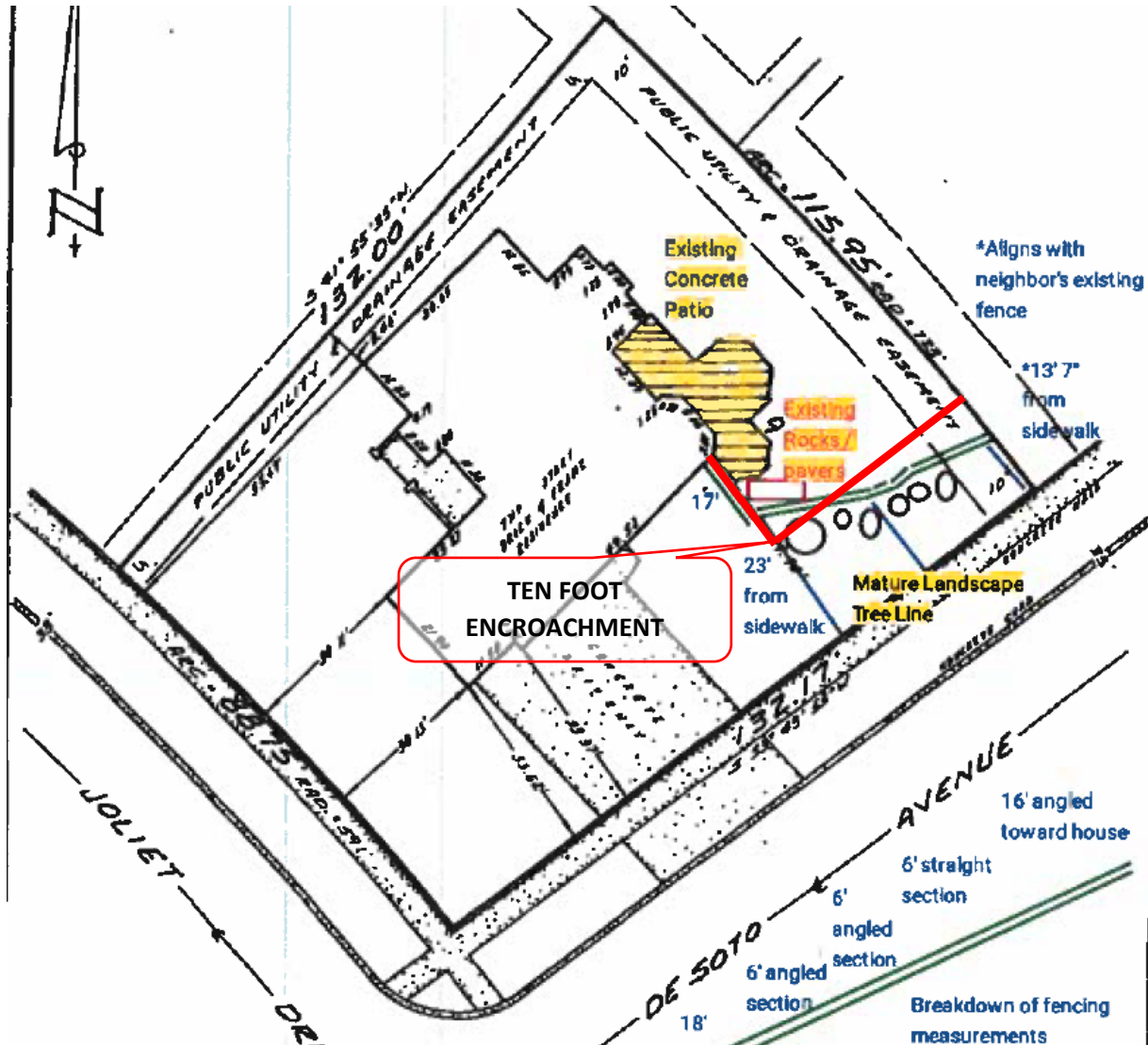
CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-001, “AN ORDINANCE GRANTING A VARIATION FOR AN OPEN STYLE FENCE IN A SECONDARY FRONT YARD AT 7800 JOLIET DRIVE NORTH,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January 2023.

NANCY M. O’CONNOR, VILLAGE CLERK

Ten Foot Encroachment per discussion and proposal by Commission at the December 1, 2022, Plan Commission Public Hearing.



Revised Plat of Survey: Ten Foot Encroachment is shown in RED. Petitioner's request is shown in GREEN double line.



PLAN COMMISSION STAFF REPORT

January 5, 2023 – Public Hearing

Zoning Text Amendment – Massage Establishments

Petitioner

Village of Tinley Park

Zoning Code Sections

Section II (Rules and Definitions)

Section V (District Regulations)

Section XII

Approvals Sought

Text Amendment

Project Manager

Jarell Blakey

Management Analyst



EXECUTIVE SUMMARY

The Village of Tinley Park Zoning Ordinance currently regulates massage use establishments as part of Personal Service Establishments zoning use classification. The municipal code mentions a specific definition for purposes of business licensing however, there is no specific definition in the zoning code. Due to recent violations of the municipal code by multiple business, there is a need to create a separate definition and use allowances for massage-related businesses.

The proposed text amendment is specific to massage establishments which are service-based businesses by nature but focus on massages as the primary function. The proposed amendment will define what a massage is, what constitutes a massage establishment, what a massage therapist is, who is defined as a patron, and exceptions. In addition to providing definitions, the ordinance will modify the current zoning regulations to require a Special Use Permit for massage establishments in certain districts to ensure they have proper licensing, a clear businesses model, and can comply with all other municipal and state regulations. Currently, under the Personal Services Establish zoning use classification, the use is permitted in the B-2 (Community Shopping) and B-3 (General Business & Commercial) Zoning Districts. Direction is needed to understand if any other districts would be appropriate to locate in with a Special Use permit.

Staff is proposing the text amendment to the zoning ordinance to allow the village greater oversight of these establishments, **requiring a Special Use Permit in B-1, B-2, B-3, B-4, and Legacy Zoning Districts.** Staff's intent is to mitigate further violations of the Village Code of Ordinances by requiring the applicant to be subject to the Special Use approval process.

Changes to the December 1, 2022 Workshop Staff Report are indicated in Red.

EXISTING DEFINITION AND REGULATION

Currently, massage use establishments are not specifically defined within the zoning ordinance. As it is currently written, these uses are considered to be part of Personal Service Establishments, which are permitted only in the B-2 (Community Shopping), B-3 (General Business and Commercial), and Legacy Zoning Districts. In addition to massage, similar service uses without specific definitions would fall into this category. Barbershops, beauty parlors, salons, and day spas are considered a separate, more permissive category additionally permitted in the B-1 (Neighborhood Shopping) and B-4 (Office and Service Business) Zoning Districts. The Plan Commission and Village Board may consider if it is appropriate to include a Special Use in the B-1 and B-4 Zoning Districts.

PERSONAL SERVICES	R-1 thru R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1	Legacy
Service establishments, personal – which services are performed on the premises	X	X	P	P	X	X	X	X	X	P
Barbershops, Beauty Parlors, and Day Spas	X	P	P	P	P	X	X	X	X	P

The Zoning Ordinance describes the intents of the Village's Zoning Districts. The B-2 (Community Shopping) Zoning District as "intended to provide for a wide variety of related retail-type businesses along with personal uses and other complementary uses", not only serving nearby residents, but also neighboring communities. The B-3 (General Business & Commercial) Zoning District is "designed to accommodate a wide range of specialized commercial uses. intended to include those uses which would not be compatible in a neighborhood or community-type shopping center".

Comparatively, the B-1 (Neighborhood Shopping) Zoning District and B-4 (Office & Service Business) allow for less intense commercial use. The B-1 district is "intended to provide areas for retail and service establishments to supply convenience goods or personal services for the daily needs of the residents living in adjacent residential neighborhoods". Neighborhood centers in these districts are among the hardest hit with vacancy due to a downturn in traditional retail, they also have some of the most restrictive use allowances due to location near residential. These are typically located in residential areas and have lower traffic volumes that lead to additional difficulties in leasing. A massage use that complies with all laws and ordinances would not create any external negative affects like noise, parking, odors, etc. and could be a good fit in these districts.

The B-4 district is "intended to provide areas used primarily to provide office space for service-type businesses . . . as a buffer or transition between residential and commercial areas". Similarly, to B-1, these office districts suffer from higher vacancy than the traditional business zoning districts and have been designed for service uses like massage.

The Legacy district is part of the Village's 2009 Legacy Plan. The Legacy Code (Section XII of the Zoning Ordinance) is intended to work in conjunction with the Legacy Plan. The Legacy Plan identifies a preferred urban design arrangement for the downtown and beyond using a form-based approach.

PROPOSED NEW DEFINITION AND REGULATION

Staff has proposed the following definitions based on research from comparable communities. The proposed definitions will be located in Section II “Rules and Definitions” Subjection B “Definitions”

MASSAGE: Any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of the external soft parts of the body with hands or with aid of any mechanical electrical apparatus or appliances, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations used in this practice, under such circumstances that it is reasonably expected that the person to whom treatment is provided, or some third-party on such person's behalf, will pay money or give other consideration or any gratuity therefore.

MASSAGE ESTABLISHMENT: A corporation, partnership, limited liability company (LLC), or business having a source of income or compensation derived from the practice of massage as defined above, and which has affixed place of business where any person, firm, association or corporation engages in or carries on any of the activities described above as twenty-five (25) percent or more of the Usable Floor Area of the business, and is owned by licensed massage therapist as defined by the laws of the State of Illinois. For purposes of corporations, partnerships, and limited liability company, an owner is defined as any person or other legal entity who owns fifty (50) percent of the corporation, partnership or limited liability company.

EXCEPTIONS:

- Hospitals, nursing homes, specialty physicians, or similar uses
- Any barber, cosmetologist, esthetician or nail technician lawfully carrying on their respective businesses to the extent authorized under a valid unrevoked license or certificate of registration issued by the State of Illinois. Provided, this exemption is only intended to permit normal and customary barbering, cosmetology, esthetic and nail technology services which involve incidental physical contact, such as scalp rubs, facials, and hand manipulations which otherwise qualify as massage activities. This exemption is not intended, and does not permit, general massage activities as part of any barber, cosmetologist, esthetician or nail technician business beyond that authorized by their state license or certification.
- Any athletic trainer registered in the State of Illinois who administers such athletic-related massage in the normal course of training duties.
- Having less than twenty-five (25) percent of Usable Floor Area square footage for massage use.

The proposed changes would be housed in the following area; Section V “District Regulations” Subjection B “Schedules of Regulations, Schedule I – Schedule of Permitted Uses (By Use Type)”. Staff has added Legacy District as another area of consideration for allowance by Special Use Permit.

PERSONAL SERVICES	R-1 thru R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1	Legacy
<u>Massage Establishment</u>	X	S	S	S	S	X	X	X	X	S

WORKSHOP DISCUSSION

Commissioners generally noted that the changes made sense and were in response to an emerging rise in violations of the municipal code that has been a cause for concern. It was noted that the proposed regulations make the process more difficult to deter illegal businesses yet not too difficult for legitimate massage use establishments. Overall the Commissioners were in support of the regulations and expanding into B-1 and B-4 zoning districts to attempt to address high vacancy rates. The Commission may additionally consider the Legacy District.

MOTION TO CONSIDER

If the Plan Commission wishes to act on the proposed Text Amendment, the appropriate wording of the motion is listed below:

“...make a motion to recommend the Village Board amend Sections II.B. (Definitions), Section V.B.1. Schedule 1 (Schedule of Permitted Uses – By Use Type), and Section XII, Section 3.A., Table 3.A.2. (Legacy Code – Special Uses) of the Zoning Ordinance as described in the January 5, 2023 Staff Report and drafted Ordinance by defining and regulating massage use establishments “to allow Massage Use Establishments as a Special Use in the B-1 (Neighborhood Shopping), B-2 (Community Shopping), B-3 (General Business and Commercial), B-4 (Office and Service Business), and Legacy Zoning Districts.”

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-O-003

**AN ORDINANCE AMENDING THE VILLAGE OF TINLEY PARK ZONING
ORDINANCE FOR THE PURPOSE OF REGULATING MASSAGE ESTABLISHMENT
USES**

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

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

VILLAGE OF TINLEY PARK

Will County, Illinois

ORDINANCE NO. 2023-O-003**AN ORDINANCE AMENDING THE VILLAGE OF TINLEY PARK ZONING
ORDINANCE FOR THE PURPOSE OF REGULATING MASSAGE ESTABLISHMENT
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, the Village of Tinley Park (“Village”) desires to amend (“Amendments”) its Zoning Ordinance to define and regulate Massage Establishments; and

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

WHEREAS, after due notice as required by law the Plan Commission of the Village held a Public Hearing on said Amendments on January 5, 2023, at which time all persons were afforded an opportunity to be heard; and

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

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

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

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

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

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

Massage. Any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of the external soft parts of the body with hands or with aid of any mechanical electrical apparatus or appliances, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations used in this practice, under such circumstances that it is reasonably expected that the person to whom treatment is provided, or some third-party on such person's behalf, will pay money or give other consideration or any gratuity therefore.

Massage Establishment: A corporation, partnership, limited liability company (LLC), or business having a source of income or compensation derived from the practice of massage as defined above, and which has affixed place of business where any person, firm, association or corporation engages in or carries on any of the activities described above as twenty-five (25) percent or more of the usable floor area of the business, and is owned by licensed massage therapist as defined by the laws of the State of Illinois. For purposes of corporations, partnerships, and limited liability company, an owner is defined as any person or other legal entity who owns fifty (50) percent of the corporation, partnership or limited liability company.

Exceptions:

- Hospitals, nursing homes, specialty physicians, or similar uses
- Any barber, cosmetologist, esthetician or nail technician lawfully carrying on their respective businesses to the extent authorized under a valid unrevoked license or certificate of registration issued by the State of Illinois. Provided, this exemption is only intended to permit normal and customary barbering, cosmetology, esthetic and nail technology services which involve incidental physical contact, such as scalp rubs, facials, and hand manipulations which otherwise qualify as massage activities. This exemption is not intended, and does not permit, general massage activities as part of any barber, cosmetologist, esthetician or nail technician business beyond that authorized by their state license or certification.
- Any athletic trainer registered in the State of Illinois who administers such athletic-related massage in the normal course of training duties.
- Having less than twenty-five (25) percent of usable floor area for massage use.

SECTION 3: That Section V.B. Schedule 1 (Schedule of Permitted Uses – By Use Type)i is hereby amended by adding certain terms (in bold) under the heading of “Personal Services” to indicate the use “Massage Establishment” as a Special Use in the B-1 (Neighborhood Shopping), B-2 (Community Shopping), B-3 (General Business and Commercial), and B-4 (Office and Service) zoning districts to read as follows:

PERSONAL SERVICES	R-1 thru R-7	B-1	B-2	B-3	B-4	B-5	ORI	M-1	MU-1
<u>Massage Establishment</u>	<u>X</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

SECTION 4: 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”, “B-2 Community Shopping”, “B-3 Neighborhood Business and Commercial”, and “B-4 Office and Service” in alphabetical order to read as follows: “Massage Establishment” with a “S” to denote a Special Use.

SECTION 5: That Section XII, Section 3.A., Table 3.A.2. (Legacy Code – Special Uses) is hereby amended by adding a certain term under the heading “Special Uses” to read as follows: “Massage Establishment” with a “S” to denote a Special Use.

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 7th day of February 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 7th day of February 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-003, “AN ORDINANCE AMENDING THE VILLAGE OF TINLEY PARK ZONING ORDINANCE FOR THE PURPOSE OF REGULATING MASSAGE ESTABLISHMENT USES” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of February 2023.

VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE JANUARY 5, 2023 REGULAR MEETING

ITEM #2 PUBLIC HEARING – MASSAGE ESTABLISHMENTS – ZONING ORDINANCE TEXT AMENDMENT

Consider recommending that the Village Board adopt a proposed text amendment to the Tinley Park Zoning Ordinance amending Section II and Section V defining massage establishment uses and designating them as a Special Use within certain zoning districts.

Present and responding to roll call were the following:

Acting Chair Ken Shaw
James Gaskill
Angela Gatto
Terry Hamilton
Andrae Marak
Brian Tibbetts
Kurt Truxal

Absent Plan Commissioners: Garrett Gray
Eduardo Mani

Village Officials and Staff: Dan Ritter, Interim Community Development Director
Lori Kosmatka, Associate Planner
Michael O. Whalen, Associate Planner

Petitioners: None.

Members of the Public: None.

ACTING CHAIR SHAW introduced Item #2. COMMISSIONER GATTO made a motion to open the public hearing. Second was made by COMMISSIONER GASKILL. ACTING CHAIR SHAW requested a voice vote. Hearing no opposition, the motion was declared carried.

ACTING CHAIR SHAW confirmed that he received certification of public legal notice being posted. He invited staff to present their report.

Lori Kosmatka, Associate Planner presented the staff report.

ACTING CHAIR SHAW stated that the insertion the Legacy Zoning District is the only change from the Plan Commission Workshop and reminded the Commissioners to address that if desired.

He asked the Commissioners if they had any questions or comments, beginning with COMMISSIONER GATTO.

COMMISSIONER GATTO stated she did not have any questions and that she was in line with the staff report.

COMMISSIONER TIBBETTS stated that he had no concerns.

COMMISSIONER HAMILTON stated that he had no comments.

COMMISSIONER TRUXAL stated that he agreed that making Massage Establishments a Special Use was a good idea and that he was in line with the staff report.

ACTING CHAIR SHAW called on COMMISSIONER MARAK for comment and stated that COMMISSIONER MARAK had good comments at the Workshop.

COMMISSIONER MARAK asked about the location of the Legacy District.

ACTING CHAIR SHAW stated the Legacy District is applied a little north and a little south of downtown.

Dan Ritter confirmed the district is generally along Oak Park Avenue between 167th Street and 183rd Street.

COMMISSIONER MARAK stated that regulation is preferable to prohibition and that he was in favor of making Massage Establishments a Special Use.

COMMISSIONER GASKILL stated that he had no comments.

ACTING CHAIR SHAW stated that he agreed with the rest of the Commission and that discussion occurred during the workshop. He stated the inclusion of the Legacy District and the clarification of usable floor area were helpful. He stated that the Legacy District did not need any special treatment of the Massage Establishments use.

ACTING CHAIR SHAW stated that the addition of Massage Establishments as a Special Use serves as a good template for other uses that may be problematic in the future.

COMMISSIONER MARAK interjected that gambling and cannabis were good examples.

COMMISSIONER GATTO interjected that tobacco and smoke shops was another good example.

Dan Ritter stated that the Village does not want to prohibit uses and that the Special Use application is a good way to handle problematic uses. He explained that the Special Use approval standards are broad enough to handle issues with Special Use uses, including regulating the number of specific potentially problematic uses within the Village. He stated the flexibility allows businesses to operate while also allowing the Village to place restrictions in specific situations. He gave moral issues,

legal issues, parking issues and traffic issues as examples. He stated that the Village wants to be permissive so that there are productive commercial districts with few vacancies.

ACTING CHAIR SHAW stated that it was helpful that the addition of the Massage Establishments use as a special use was specific so as to not target a broad class of uses and that he agreed with the Village's approach.

ACTING CHAIR SHAW asked for public comment on Item #2. No one was present to give public comment. Hearing none, he requested a motion to close the public hearing.

COMMISSIONER GATTO made a motion to close the public hearing. Motion seconded by COMMISSIONER GASKILL.

ACTING CHAIR SHAW requested a voice vote. Hearing no opposition, the motion was declared carried. He requested a motion on Item #2.

COMMISSIONER GATTO made a motion to recommend the Village Board amend Sections II.B. (Definitions), Section V.B.1. Schedule 1 (Schedule of Permitted Uses – By Use Type), and Section XII, Section 3.A., Table 3.A.2. (Legacy Code – Special Uses) of the Zoning Ordinance as described in the January 5, 2023 Staff Report and drafted Ordinance by defining and regulating massage use establishments “to allow Massage Use Establishments as a Special Use in the B-1 (Neighborhood Shopping), B-2 (Community Shopping), B-3 (General Business and Commercial), B-4 (Office and Service Business), and Legacy Zoning Districts.

Motion seconded by COMMISSIONER GASKILL. Vote taken by Roll Call; all in favor.

Present and Voting in the affirmative:

COMMISSIONER GASKILL
COMMISSIONER GATTO
COMMISSIONER HAMILTON
COMMISSIONER MARAK
COMMISSIONER TIBBETTS
COMMISSIONER TRUXAL
ACTING CHAIR SHAW

ACTING CHAIR SHAW declared the motion as carried unanimously. The item goes to the Village Board on January 17, 2023.

Dan Ritter confirmed the first reading of the ordinance will occur on the 17th.



PLAN COMMISSION STAFF REPORT

January 5, 2023 – Workshop / Public Hearing

Petitioner

Petros Drimonas of
Pete's Fresh Market on
behalf of 163rd & Harlem
LLC

Property Location

16300 Harlem Ave

PIN

27-24-202-020-0000 &
27-24-202-021-0000

Zoning

B-3 PD (General Business
and Commercial, Park
Place PUD)

Approvals Sought

Special Use Permit for a
Substantial Deviation
from PUD
Site Plan/Architectural
Approval

Project Planner

Lori Kosmatka
Associate Planner

Michael Whalen
Associate Planner

Pete's Fresh Market Site Plan Changes and Extended Occupancy Deadline

16300 Harlem Avenue



EXECUTIVE SUMMARY

The Petitioner, Petros Drimonas of Pete's Fresh Market on behalf of 163rd & Harlem LLC for Pete's Fresh Market, is requesting Site Plan/Architectural Approval and a Special Use Permit for a Substantial Deviation from the Park Place Planned Unit Development (PUD) with Exceptions. The requests would permit changes to previously approved site plan for a drive aisle realignment and reduction in parking count, and extension of the deadline for the grocery store occupancy in relation to the condition for the warehouse/distribution use.

The previously approved 2020 Ordinance Ord. #20-O-061 conditioned the warehouse/distribution use upon grocery store occupancy by September 1, 2022. The current proposal will allow for extension to May 15, 2024. The Petitioner has cited delays due to post-COVID events and labor & material shortages that have made predicting the completion date difficult. However, it should be noted the permit has been issued and underground utility work on the project has begun.

The most recent previously approved 2021 plans (Ord. #21-O-050) included allowance to construct an 88,608 sq. ft. grocery store and 51,831 sq. ft. attached in-line retail tenant space, a reduced and reorganized parking lot, landscaping plan and architectural design approval, and horizontal development of 3-4 outlots. The Petitioner now proposes a revised site plan with reduced parking and drive aisle realignment to allow for additional width for the anticipated adjacent future development of a new Chick-fil-A drive-through outlot between the grocery store parking and Harlem Avenue. The outlot will require its own final site plan/architecture and Plat of Subdivision approvals.

EXISTING SITE & HISTORY

Pete's Fresh Market currently operates 17 different existing locations with ongoing plans to open more stores in the Chicagoland area. Pete's purchased the former K-Mart property in September 2019. The subject site comprises 24.2 acres and is being developed in three phases.

Phase 1, approved in September of 2020 (Ord. 2020-O-061), included the granting of a Special Use for a Substantial Deviation to allow a small/ temporary warehouse and distribution use in the B-3 zoning district allowing the overnight storage of five delivery vehicles parked at the loading dock, subject to the following conditions:

1. The special use for the warehouse/distribution use is conditioned upon occupancy of the grocery store by September 1, 2022, and thereafter the warehouse/distribution shall be an accessory use to the grocery store. The special use for the warehouse/distribution use shall not operate independent of the occupancy of the grocery store after September 1, 2022.
2. Prohibition of outdoor storage; and
3. The planting of street trees prior to Phase 1 occupancy

Phase 2 of the project was approved by the Village Board in July 2021 (Ord. 2021-O-050) and January 2022 (Ord. 2022-O-005). The 2021 changes included the construction of an 88,608 sq. ft. Pete's Fresh Market store; ~51,831 sq. ft. of in-line retail tenant space north of the grocery store; a +12,400 sq. ft. expansion of the warehouse; an expansion of the existing dock area on the south side of the warehouse building to accommodate additional trucks, and the addition of a new dock area on the warehouse addition. Exceptions included reducing the parking ratio to 4.7 spaces per 1,000 sq. ft., allowing for overnight storage of no more than ten trucks and six cabs, allowing exception from the required turning radius for trucks exiting the site subject to final engineering, allowing Level 1 Outdoor Sales Display without limitation to the time of year within the designated areas to a height no greater than 5', and an additional Exception for signage relating to the ground sign, wall sign, and electronic message display sign.

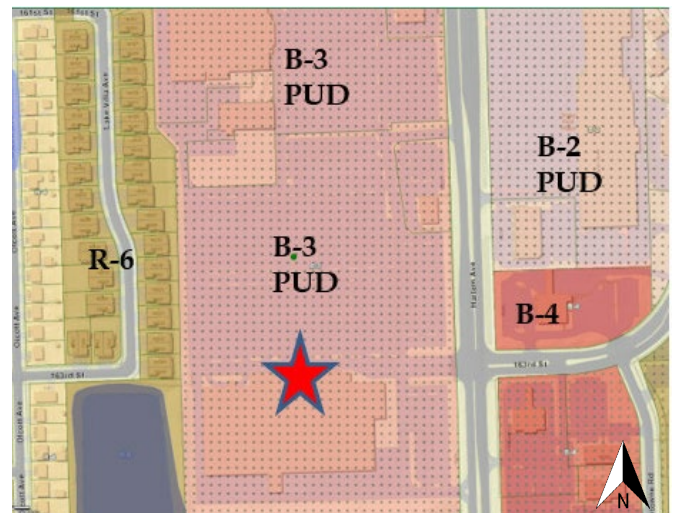
The 2022 amendment ("Phase 2.5") included two 1,790 sq. ft. additions to the adjacent Pete's warehouse building for additional office space. An Exception was approved permitting the building material to match the existing CMU instead of brick or stone. Permits have been issued for the warehouse expansion (Phase 2). The permits for the new Pete's Fresh Market store (Phase 2) and site work were issued in December 2022. The underground utility and site work has started already and building work for the Pete's Fresh Market store expected to begin in early 2023.

Phase 3 is planned to involve the subdivision of property along Harlem Avenue for outlot development upon completion of the grocery store building and site work.

ZONING & NEARBY LAND USES

The subject parcel is in the Park Place PUD within the underlying B-3 General Business & Commercial Zoning District. It is located along Harlem Avenue, one of the Village's major commercial corridors.

The property to the north is also zoned B-3 PD (Park Center Plaza PUD) and is developed with various commercial uses. The property to the west is developed with residential duplexes, zoned R-6. To the east, across Harlem Avenue, the property is zoned B-4 (Office and Service Business District) and is occupied by a medical office building. Just north of the medical office building is the Tinley Park Plaza retail center and is zoned B-2 PUD. South of the subject property is an



unincorporated and undeveloped parcel that has been used for various recreational uses (frisbee golf and dog park) that is operated by the Tinley Park-Park District.

PROPOSED USE WITH EXCEPTION

The Petitioner currently proposes a drive aisle realignment of the Pete's Fresh Market property to allow additional lot width for the anticipated adjacent development of a new Chick-fil-A drive-through outlot between the grocery store parking and Harlem Avenue. The Petitioner has provided narratives and letters providing description of the scope and further details. The current proposal's reduction of parking triggers a new Exception from the Zoning Ordinance where the parking ratio per 1,000 sq. ft. is 6.5 required by code, 4.7 as a previously allowed Exception (Ord. 21-O-050), and 4.4 as currently proposed.

The Petitioner also is proposing adjustment on the required timeline of the grocery store's occupancy from September 1st, 2022, as currently conditioned under the warehouse use approval (Ord. 20-O-061), to a proposed extension by May 15, 2024. The Petitioner hopes it can open before that date but has cited delays due to post-COVID events and economic conditions including labor & material shortages that make anticipating the completion date very difficult.

PLAT OF SUBDIVISION

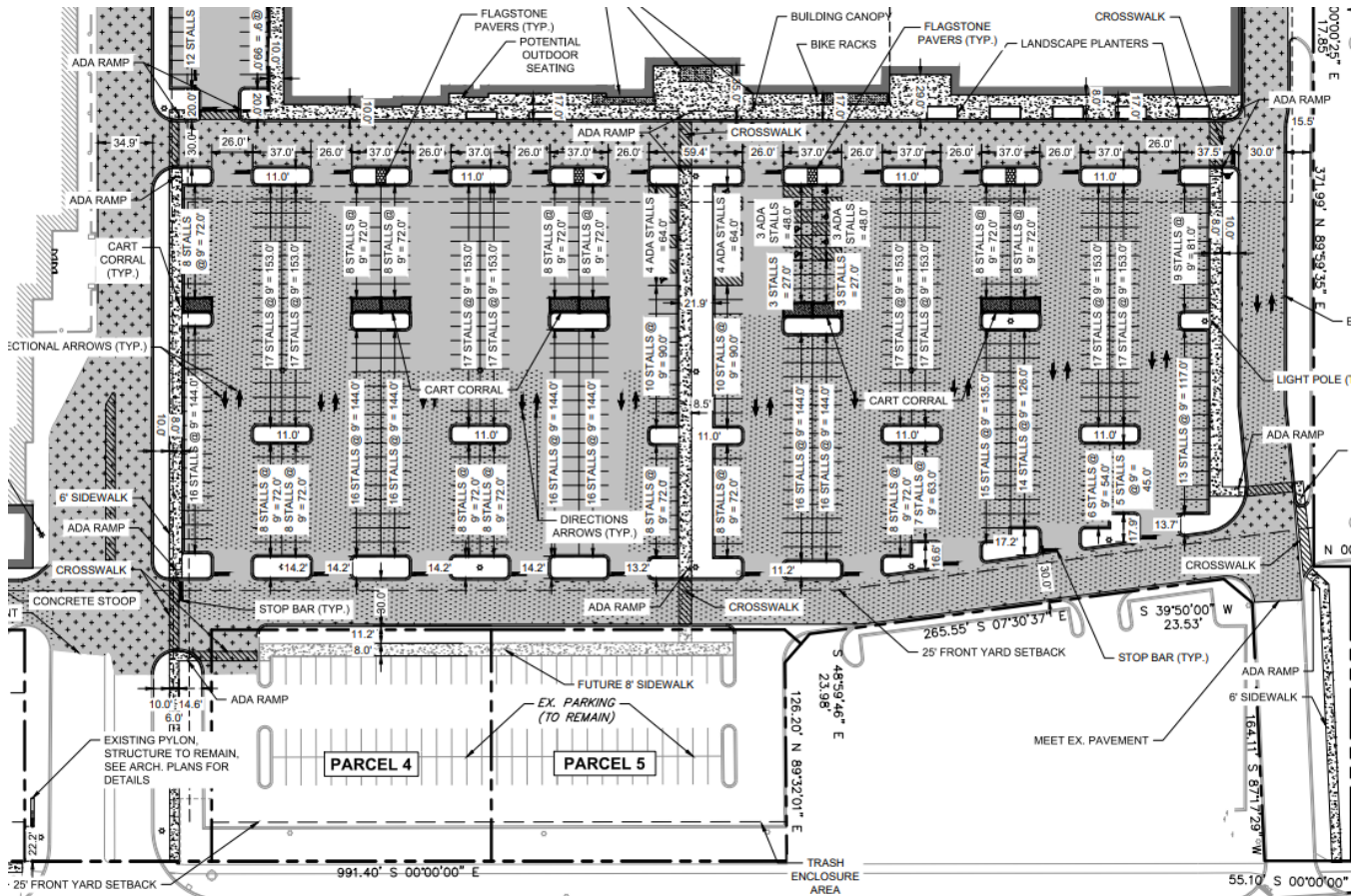
A proposed Plat of subdivision is not included in this submittal. The Petitioner has provided the existing plat of subdivision and the ALTA plat of survey for reference. The Petitioner has indicated new property lines as a result of the drive aisle realignment. The Pete's Fresh Market subject property can be conditioned upon the approval of the Plat of Subdivision and Site Plan for the adjacent outlot development to be operated by Chick-fil-A. It is anticipated Chick-fil-A will be coming forward with those requests in 2023 for their development.

SITE PLAN

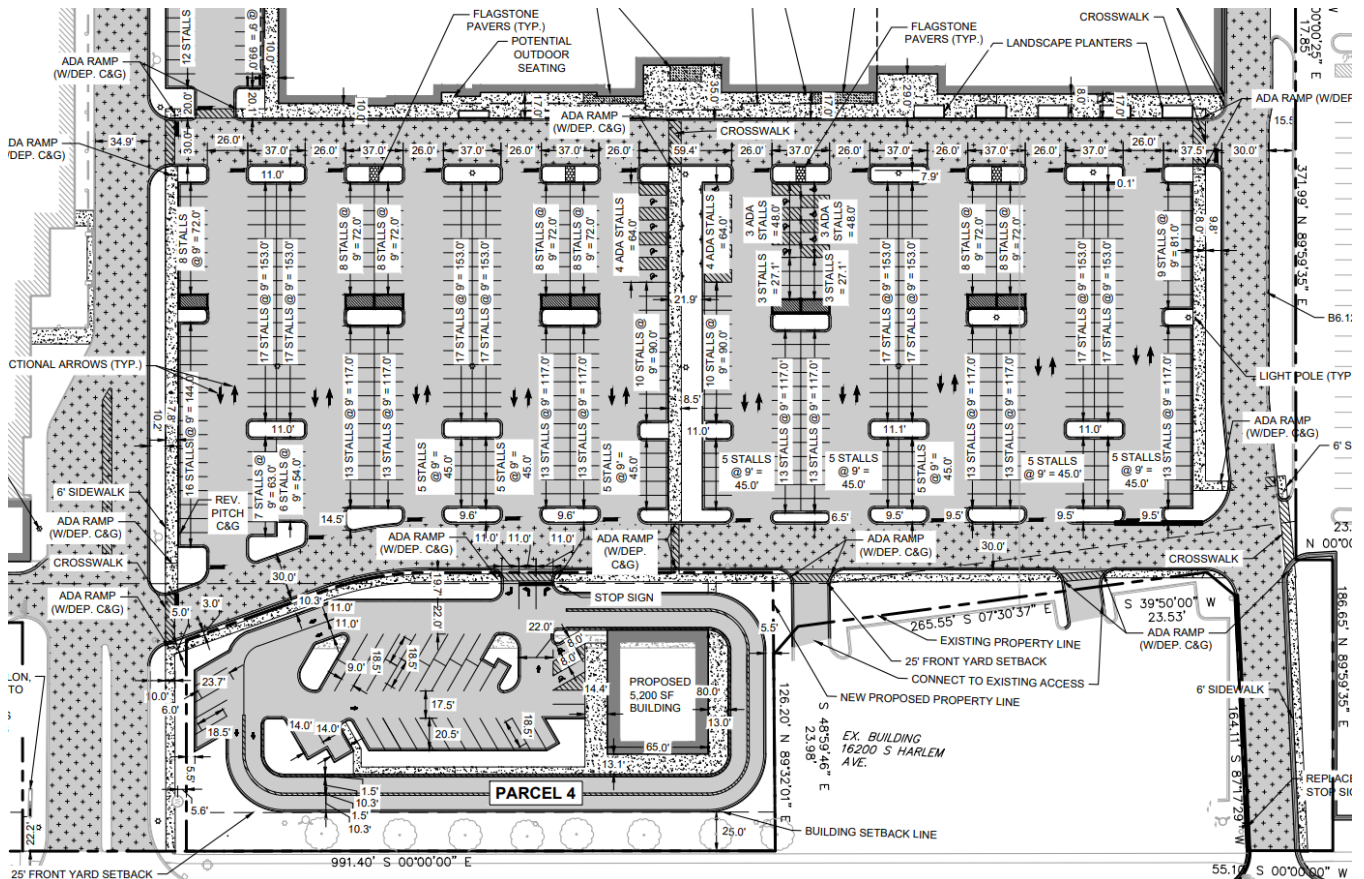
The proposed Site Plan includes realignment of the east drive aisle at the Pete's Fresh Market property (identified as "Parcel 1"). The proposed Site Plan also identifies a layout for the adjacent Chick-fil-A development (identified as "Parcel 4"), however, that adjacent future development is not yet proposed for consideration and is only added to help understand the context of the current request. The scope for this consideration is limited to the subject property "Parcel 1". The Petitioner has provided a Site Plan and semi-trailer truck turning exhibit in this submittal. Other development drawings such as plat, , landscape, lighting, and signage have not been provided.

The previous 2021 approval had the east drive aisle running north-south throughout the property perpendicularly meeting 163rd Street to the south, and at an angle to the north. The proposed Site Plan now shifts the 30-foot-wide drive aisle slightly west and with an angle to meet 163rd Street, and perpendicularly meeting to the north.

The proposed Site Plan shows dimensions for the property, with various details including parking end islands, pedestrian walkways, and parking stalls. The quantity of the end islands remains the same as previously approved. The proposed location and size of the islands adjacent to the east drive aisle have shifted slightly west from the previous approval, resulting in a slight reduction of parking, and appear to be reduced in width for some of the end islands. End island dimensions are provided on both the previously approved and propose site plans. The proposal retains the three pedestrian walkways running east-west throughout the parking lot in front of the grocery store. The walkways are relatively direct, straight accessible routes consisting of ramps and crosswalks throughout the property connecting the grocery store to the outlots and ultimately to Harlem Avenue. The site plan will required to meet Illinois Accessibility Code requirements at the permitting process.



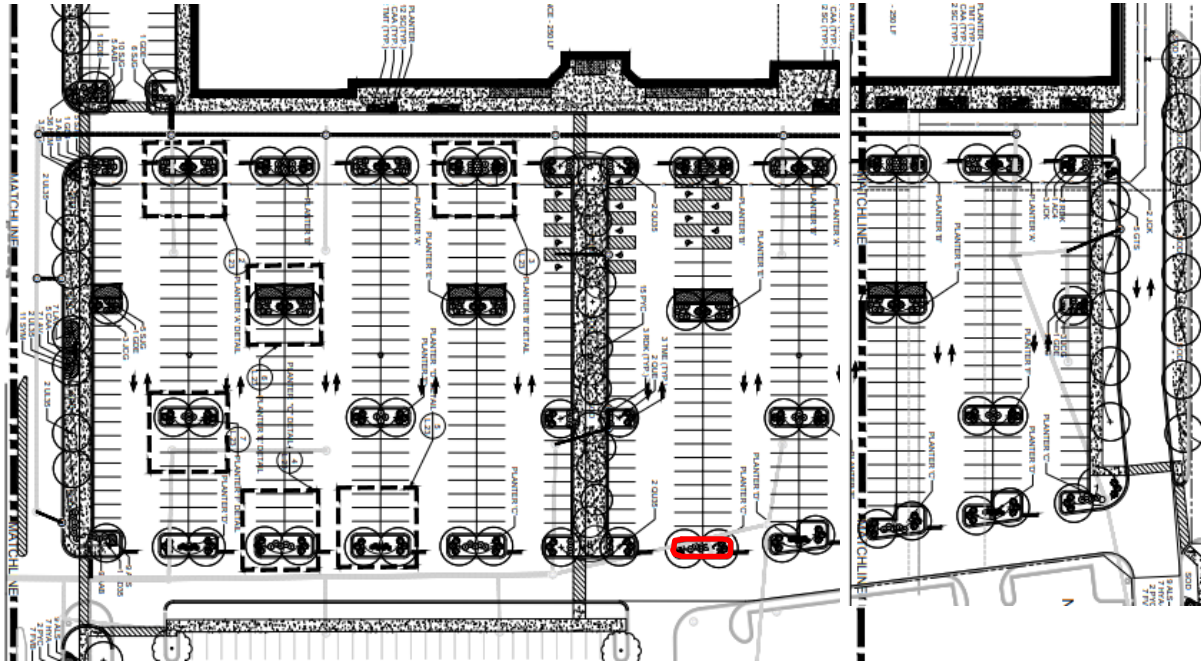
Previously Approved Site Plan (2021)



Proposed Site Plan (rec'd 12/29/2022)

LANDSCAPE

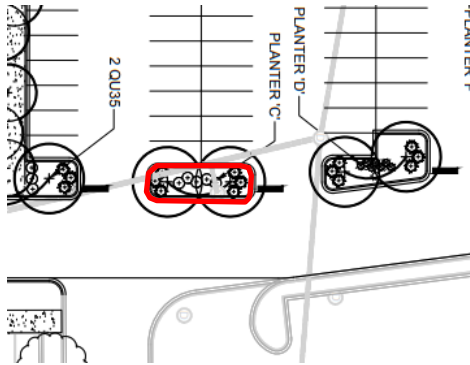
The Petitioner did not provide a revised landscaping plan as part of this submittal. The previous 2021 approval's landscaping plan showed landscaping throughout the site, including end islands in the front parking lot. Six island planting types ("A" through "F") were illustrated on the previously approved plan.



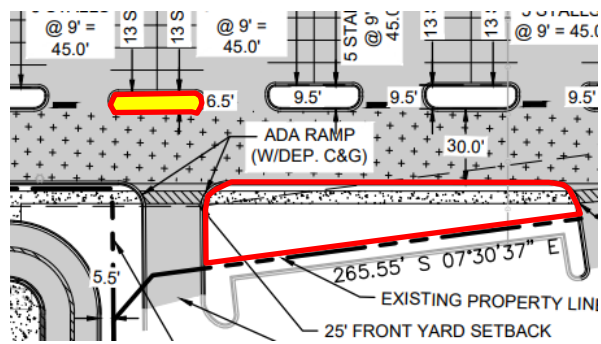
Previously Approved Landscape Plan: Excerpt Front Parking Lot

The parking end islands as shown on the proposed Site Plan do not identify landscaping. Some of the islands are narrower. The end island immediately north of the long central island was reduced from 11.2' wide to 6.5' wide (highlighted). The Petitioner's team has stated that the quantities of plants will be adjusted to meet Village requirements, with all calculations to be rerun and included in a new landscaping drawing. They note the revision will probably have a small reduction in landscaping area due to the alignment and would be the only anticipated waiver.

The proposal also now includes a triangular area east of the east drive aisle toward the north adjacent to an existing development, which also would be subject to landscaping requirements. The Petitioner's team has noted existing landscape in this area will be preserved as feasible by necessary construction activities, with restoration of disturbed plantings and groundcover as needed. They note previous landscape plans for the adjacent site included a hedge and canopy trees. They state that once confirmed on site, any additional plantings required in this area will be provided to meet the buffer yard requirement. They anticipate this to include 3.6 canopy trees, 1.2 understory, and 20 shrubs per 100 LF.



Prev. Approd. Landscaping: Island Excerpt



Currently Proposed Site Plan: Island Excerpt & Adjacent Area

Staff recommends conditioning Site Plan Approval to not include approval of any landscaping plans as they are not yet available. The Petitioner must submit updated landscaping plans at the permitting stage and shall conform with all applicable Village landscaping codes and regulations.

PARKING

The previous 2021 approval included an Exception from Section VIII to allow 4.7 parking spaces per 1,000 sq. ft. The Zoning Ordinance requires 6.5 parking spaces per 1,000 sq. ft. The current proposal requests 4.4 spaces per 1,000 sq. ft. The current proposal reduces the subject property's ("Parcel 1") standard parking stalls from 638 to 601, while the 14 additional accessible stall count remains the same. The reduction in parking is within the eastern portion of the rows as a result of the drive aisle realignment. Parking end islands are still provided, however.

No changes have been requested to the previously approved Exception from Section V allowing for overnight storage of no more than ten trucks and six cabs.

Open Item #1: Discuss the appropriateness of a reduced parking ratio.

LIGHTING

The Petitioner did not provide a revised lighting or photometric plan as part of this submittal. Lighting shown on the proposed Site Plan is not complete as the site plan does not include some of the parking lot lighting from the previously approved photometric plans (2021-07-20). The proposed Site Plan similarly does not include foot candles. The Petitioner's team intends to place lights in the same locations on the shifted islands. They state the new photometric plans will be provided during permit submittal concurrent with the Chick-fil-A final design. They also state that if additional lighting is necessary to remain code compliant, then it will be determined during permit submittal. The previous 2021 approval included lighting plans with a photometric identifying parking lot light locations. Some of the parking lot lighting pole locations were at the east end islands.

Staff recommends conditioning Site Plan Approval to not include approval of any lighting or photometric plans. The Petitioner must submit lighting and photometric plans at the permitting stage. Lighting shall conform with all applicable Village lighting codes and regulations.

SIGNAGE

No changes are proposed to signage. A sign permit request will be submitted after the approval of this petition. The previous 2021 approval included an Exception from Section IX to allow a ground sign 20' in height with a total sign area of 256 Sq. Ft. in area; allow a wall sign of 147 Sq. Ft. in size along each of the grocery stores two frontages; allow for an electronic message display sign measuring 85.28 Sq. Ft. in size, which represents 33% of the overall sign area.

STANDARDS FOR SITE PLAN 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 or more, a change of at least five feet in height must be made for every 75 feet.
- h. **Building Articulation:** Large expanses of walls void of color, material or texture variation are to be avoided. The use of material and color changes, articulation of details around doors, windows, plate lines, the provision of architectural details such as "belly-bands" (decorative cladding that runs horizontally around the building), the use of recessed design elements, exposed expansion joints, reveals, change in texture, or other methods of visual relief are encouraged as a means to minimize the oppressiveness of large expanses of walls and break down the overall scale of the building into intermediate scaled parts. On commercial buildings, facades greater than 100 feet must include some form of articulation of the façade through the use of recesses or projections of at least 6 inches for at least 20% of the length of the façade. For industrial buildings efforts to break up the long façade shall be accomplished through a change in building material, color or vertical breaks of three feet or more every 250 feet.
- i. **Screen Mechanicals:** All mechanical devices shall be screened from all public views.

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

Site Design

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

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The proposal will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The proposed Exception is safe for the public, employees, and neighboring properties.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values within the neighborhood. The drive aisle realignment will provide additional width for development of the adjacent outlot property.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *Neighboring properties are either already developed or currently under development and the proposal will not negatively affect any future development or redevelopment of the neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The site is already developed with adequate utilities and no additional utilities are needed.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - *Site layout is designed to allow for safe circulation by delivery trucks, employees, and the general public within the site and on adjacent public streets*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - *All other Village code requirements will be met.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - *The proposal will allow Pete's Fresh Market to open as anticipated due to post-COVID events and economic conditions, and operate successfully. The proposal will generate sales tax revenue for the Village as well as re-activating a vacant, high visibility property.*

MOTIONS TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's requests, the appropriate wording of the motions are listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the plan, it only moves the request to a vote. The conditions listed below are recommended by staff but can be added to, changed, or removed by the Commission based on their discussion of the approval of recommendation.

Motion 1 (Special Use for a Substantial Deviation)

"...make a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Park Place PUD, to the Petitioner, Petro Drimonas of Pete's Fresh Market, on behalf of 163rd & Harlem LLC (property owner), to permit site plan changes including parking reduction and drive aisle reconfiguration and extension of the grocery store occupancy deadline per Ordinance 20-O-061 Section 4.1 from September 1, 2022 to May 15, 2024 at 16300 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the January 5, 2023 Staff Report.

Motion 2 (Site Plan Approval)

"...make a motion to grant the Petitioner, Petros Drimonas of Pete's Fresh Market on the behalf of 163rd & Harlem LLC, Final Site Plan Approval for various site changes including a realignment of the east drive aisle at 16300 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and subject to the following conditions:

1. *Site Plan Approval is subject to the approval of the Special Use for a Substantial Deviation from the PUD by the Village Board.*
2. *Site Plan Approval is subject to final engineering plan review and approval including truck turning throughout the site.*
3. *Site Plan Approval is subject to Final Approval of the Plat of Subdivision and Site Plan for the adjacent outlot development east of the property.*
4. *Site Plan Approval does not include approval of any landscaping or lighting plans. Site Plan Approval is subject to review and approval of updated Landscaping and Lighting plans at permit submittal. Lighting shall conform with all applicable Village codes and regulations. Landscaping shall comply with all code requirements, except for allowing for end island reductions as shown on the plans.*

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted)	Petitioner	11/22/22
Narratives and Letters	Petitioner and CAGE*	Received 12/2022
Existing ALTA Survey	Joseph A. Schudt	Received 12/29/2022
Revised Site Plan Sheet C1.1	CAGE*	Revision received 12/29/2022, plan dated 10/20/22
Truck Turning Exhibit	CAGE*	Received 12/29/2022
Existing Subdivision Plat	Petitioner	Received 12/29/2022

* CAGE = CAGE Civil Engineering, Inc.

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

ORDINANCE
NO. 2023-O-004

**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL
DEVIATION FROM THE PARK PLACE PLANNED UNIT DEVELOPMENT
FOR PETE'S FRESH MARKET**

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2023-0-004**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL
DEVIATION FROM THE PARK PLACE PLANNED UNIT DEVELOPMENT
FOR PETE’S FRESH MARKET**

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

WHEREAS, a petition for the granting of a Special Use for a substantial deviation from the Park Place Planned Unit Development to allow for an extended completion date for the Pete’s Fresh Market grocery store and attached retail space to May 15, 2024 and for site changes that allow for the future development of an outlot by Chick-fil-A at 16300 Harlem Avenue, Tinley Park ("Subject Property") has been filed by Petros Drimonas, Pete’s Fresh Market, on behalf of 163rd & Harlem LLC ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on January 5, 2023, 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 7-0 and has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

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

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

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The proposal will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The proposed Exception is safe for the public, employees, and neighboring properties.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity nor substantially diminish and impair property values within the neighborhood. The drive aisle realignment will provide additional width for development of the adjacent outlot property.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *Neighboring properties are either already developed or currently under development and the proposal will not negatively affect any future development or redevelopment of the neighboring properties.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The site is already developed with adequate utilities and no additional utilities are needed.*
- 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;
 - *Site layout is designed to allow for safe circulation by delivery trucks, employees, and the general public within the site and on adjacent public streets.*

- 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
- *All other Village code requirements will be met.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
- *The proposal will allow Pete's Fresh Market to open as anticipated due to post-COVID events and economic conditions, and operate successfully. The proposal will generate sales tax revenue for the Village as well as re-activating a vacant, high visibility property.*

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

LEGAL DESCRIPTION:

PARCEL 1: LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303346, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS", AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

PARCEL IDENTIFICATION NUMBERS: 27-24-202-020-0000 and 27-24-202-021-0000

COMMONLY KNOWN AS: 16300 S. Harlem Avenue, Tinley Park, Cook County

PETITIONER: Petros Drimonas of Pete's Fresh Market, on behalf of 163rd & Harlem LLC

SECTION 4: That a Special Use Permit for a Substantial Deviation, as defined in Zoning Ordinance Section VII.B.6., from the approved Park Place Planned Unit Development and previously approved Substantial Deviations (Ord. #2020-O-061, Ord. #2021-O-050, and Ord.

#2022-O-005) for certain property described in the above section, to permit an extended completion deadline for the Pete's Fresh Market grocery store and attached retail space per Ordinance 20-O-061 Section 4.1 from September 1, 2022 to May 15, 2024, and for site changes including parking reduction and drive aisle reconfiguration that allow for the future development of an outlot (expected to be Chick-fil-a) in accordance with the "List of Reviewed Plans" attached hereto as **Exhibit A**, with the following Exception:

1. Exception from Section VIII.A.10 regarding the required parking ratio of 6.5 parking spaces per 1,000 square feet to allow for a ratio of 4.4 spaces per 1,000 square feet.

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

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

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

PASSED THIS 17th day of January 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of January 2023.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2023-O-004, " AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE PARK PLACE PLANNED UNIT DEVELOPMENT FOR PETE’S FRESH MARKET,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January 2023.

VILLAGE CLERK

Exhibit A**LIST OF REVIEWED PLANS**

Submitted Sheet Name	Prepared By	Date On Sheet
Application (Redacted)	Petitioner	11/22/22
Narratives and Letters	Petitioner and CAGE*	Received 12/2022
Existing ALTA Survey	Joseph A. Schudt	Received 12/29/2022
Revised Site Plan Sheet C1.1	CAGE*	Revision received 12/29/2022, plan dated 10/20/22
Truck Turning Exhibit	CAGE*	Received 12/29/2022
Existing Subdivision Plat	Petitioner	Received 12/29/2022

* CAGE = CAGE Civil Engineering, Inc.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE JANUARY 5, 2023 REGULAR MEETING

ITEM #1: PUBLIC HEARING – PETE’S FRESH MARKET, 16300 HARLEM AVE – SPECIAL USE FOR PUD DEVIATION AND SITE PLAN AMENDMENT

Consider recommending that the Village Board grant Petros Drimonas, Pete’s Fresh Market, on behalf of 163rd & Harlem LLC (property owner) a Special Use for a Substantial Deviation of the Park Place Planned Unit Development (89-O-048 and 21-O050) with Exceptions to the Village Zoning Ordinance located at 16300 S. Harlem Avenue, Tinley Park. The granting of this request will allow for drive aisle realignment and reduction in parking count and extend the deadline of the grocery store occupancy in relation to the warehouse/distribution use to May 15, 2024.

Present and responding to roll call were the following:

Acting Chair Ken Shaw
James Gaskill
Angela Gatto
Terry Hamilton
Andrae Marak
Brian Tibbetts
Kurt Truxal

Absent Plan Commissioners: Garrett Gray
Eduardo Mani

Village Officials and Staff: Dan Ritter, Interim Community Development Director
Lori Kosmatka, Associate Planner
Michael O. Whalen, Associate Planner

Petitioners: Eugene Grzynkowicz, representing Pete’s Fresh Market

Members of the Public: Phil Lorenzi of 16127 Lake Villa Avenue
Lynese (no last name or address provided)

ACTING CHAIR SHAW introduced Item #1. COMMISSIONER GATTO made a motion to open the public hearing. Second was made by COMMISSIONER GASKILL. ACTING CHAIR SHAW requested a voice vote. Hearing no opposition, the motion was declared carried.

ACTING CHAIR SHAW confirmed that he received certification of public legal notice being posted. He invited staff to present their report.

Lori Kosmatka, Associate Planner, presented the staff report.

ACTING CHAIR SHAW confirmed the Petitioner was present and requested he speak at the dais is any questions needed to be answered.

ACTING CHAIR SHAW asked the Commissioners if they had any questions or comments, beginning with COMMISSIONER GASKILL.

COMMISSIONER GASKILL asked what was the purpose of reducing parking.

The Petitioner, Eugene Grzynekowicz was sworn. He stated that high volume drive-thru establishments need site plan adjustments to allow for proper stacking. The proposed Chick-fil-A quick service restaurant needed more space to accommodate its drive-thru stacking needs, so the developer shifted the drive aisle between the outlots and the Pete's Fresh Market grocery store to the west.

Dan Ritter, Interim Community Development Director, clarified that more land was added to the Chick-fil-A outlot which reduced parking. He stated that the developer would have to come in for final approval on the Chick-fil-A and the goal for that approval would be accommodating shared parking. He stated there would be shared parking, where grocery store customers and restaurant customers can park in either parking lot.

Mr. Grzynekowicz further explained that the parking reduction will not affect the grocery store operations.

Dan Ritter reminded the Commission that the Village gets parking reduction requests all the time because the parking requirements in the Zoning Ordinance are high as they were established in 1978. The 6.5 parking number was meant for Black Friday type situations, which is overparking and not meeting today's situation. We rely on developers to come before the Village to state what actually works. Things may change in the future. We don't want to make it so specific to a tenant. Anything above four has generally worked out well with retail at this point.

COMMISSIONER MARAK asked Dan Ritter if the shift to lower parking numbers is a function of the prevalence of online shopping.

Dan Ritter stated that online shopping plays a role, however it is likely that the parking requirements in the Zoning Ordinance were always too high. The Black Friday rushes are not the same as they once were. He stated that grocery stores do not have the same peak demand as other retail uses. He stated that when we plan for the worst case scenario, excessive parking is built. Staff anticipates to re-look at the code's parking numbers.

COMMISSIONER TRUXAL had the same question as COMMISSIONER GASKILL about the parking reduction. (Lori Kosmatka changed the slides back and forth to offer a comparison of the previously approved and proposed site plans). COMMISSIONER TRUXAL stated that he understood the response given and had no further concerns. He stated that the additional stacking space for the proposed Chick-fil-A drive-thru looks good as the drive-thru will be busy.

Dan Ritter elaborated that the Chick-fil-A will go through a final approval to confirm the specifics about the site plan, but that the restaurant was shown on the proposed grocery store site plan to illustrate why the drive aisle needed to move. He stated that it was also useful to see the drive-thru design to ensure there is space for sufficient stacking within that outlot.

COMMISSIONER GATTO questioned the need to extend the previously approved occupancy deadline and asked whether site planning issues were the cause of the requested extension.

Mr. Grzynkowicz stated that the extension request is due to the limited availability of materials needed to build and operate the grocery store. He stated that relocation of an existing gas line on site has been challenging. He stated that it is difficult to get contractors to commit to dates to perform work and the proposed date of May 15, 2024 is a conservative estimate that Pete's is comfortable with.

Dan Ritter confirmed that the opening estimate is conservative. He added that Chick-fil-A coming in later required adjusting the site plan, which may have further delayed the opening date.

COMMISSIONER TIBBETTS stated that he has no comments and that he understands the issues with building material availability and costs.

COMMISSIONER HAMILTON stated that he had no questions.

ACTING CHAIR SHAW stated that he agreed that the Villages parking standards are excessive. He said that he never has a problem with parking reductions. He questioned the draft site plan for Chick-fil-A, asking if the concept was based on Chick-fil-A's standards.

Mr. Grzynkowicz confirmed that the Petitioner has been working with Chick-fil-A for months and that the site plan is an accurate depiction of the proposed site plan. Pete's is enforcing that because they have conditions regarding bottleneck of traffic, and this was the only plan that would be allowed.

Dan Ritter noted it's good to have Pete's as the property owner furthering the interest of a good plan, otherwise sometimes the Village has to be the party to stop a bad plan. Pete's did a lot of the work here without having to get staff involved on stacking and access points. Staff has not done a full analysis on this yet, but it seems a lot of the concerns are already addressed here. That will make the process hopefully a lot quicker.

ACTING CHAIR SHAW noted that is good to have the reality of the developments considered with how Chick-fil-A would design as well. This is only relevant because his concern would be if we got to the next phase and realized there was still not enough space requiring another adjustment.

Mr. Grzynkowicz stated they went through multiple rounds of discussion, including a preliminary discussion with the Village to get a feel for it. He also noted that Chick-fil-A's proposal has 39 parking stalls.

ACTING CHAIR SHAW noted that this helps the current Pete's proposal, and hopefully the forthcoming Chick-fil-A proposal when it comes in.

Mr. Grzynkowicz noted they moved Chick-fil-A's egress so as you come in, you have more of a 45 degrees to turn with an easier lane to turn in off of the drive lane on Harlem. As you have more people getting into the Chick-fil-A site, you'll have more queuing area.

Dan Ritter noted it straightens that drive aisle as well. Staff looked at whether this makes sense overall, notably if Chick-fil-A ends up not developing at the outlot. Staff feels that regardless of the use in the outlot, the drive aisle realignment improves that site to be a little more usable overall. The proposed straightening of the drive aisle improves the overall site area whether Chick-fil-A comes or not.

ACTING CHAIR SHAW agreed with Staff. This is one of the better secondary access areas that we have. He then noted the small triangular piece being created. He noted that the proposal is down 37 parking spaces, but he is not looking for extra spaces as he is fine with the proposal. He struggled with looking at this part of the site, but didn't see any other better functional use for it. It should look great if landscaped.

Dan Ritter commented that most people will not see the property lines, and probably assume that it will be part of the old Applebee's, now becoming Ascend Cannabis dispensary currently under construction. It's along the drive aisle and now really available for parking for Pete's or Chick-fil-A. It's not really usable space.

ACTING CHAIR SHAW asked if there will be any concerns over property maintenance with the property line going diagonally through that landscaped area.

Dan Ritter responded it's mostly just grass with a couple trees, not heavily landscaped. It is good that Pete's owns it and if there's an issue, it can be resolved.

Mr. Grzynkowicz noted Pete's can make it clear of that property line's boundary with that property owner. Pete's also handles their own landscaping. The property will be maintained well.

Dan Ritter noted it's a unique situation with Ascend and Pete's moving forward making sure they're connected. There's a need for coordination during construction times. Eugene Grzynkowicz and the Ascend manager will have contact. He believes they already have each other's contact information.

ACTING CHAIR SHAW noted the recommendation was to exclude a few items including the landscaping and photometrics. He wanted to confirm that as part of that, those items are conditioned and subject to staff review and approval.

Dan Ritter confirmed it would be reviewed with the permits. They just do not have the plans right now. They'll have to meet the code requirements except for the slight reduction being seen in the end islands. What staff approves with the permits will become part of the approved plans. He advised that if this is something that the Commission is uncomfortable with, then the Commission may ask for these plans and continue this item.

ACTING CHAIR SHAW noted he's comfortable with the exclusion. He asked if any of the other Commissioners had any concerns. Hearing none, he noted that there were members of the public

present. He offered Mr. Grzynkowicz the opportunity to address or answer any of the public's concerns.

Phil Lorenzi of 16127 Lake Villa Avenue of Park Place Villas Subdivision was sworn in. He is a resident of Park Place Villas and a member of its HOA. Several of the constituents living toward south, near the Pete's, have expressed concerns about noise from loading dock operations. He noted a Village ordinance stating it is a violation to operate a loading dock by actively performing loading and or unloading functions in relation thereto between 10pm to 6am in any place within the Village in which the majority of the buildings within a radius of 300 feet are used exclusively for residential purposes. That would include Park Place Villas. He did not expect the Petitioner to move the buildings farther away. He would like to see some form of sound mitigation or barrier to reduce the noise of loading dock operations if they're going to occur between 10pm and 6am. He's aware it's not allowed per Village ordinance, but using a golf range finder from his house to Sam's Club, a current loading dock warehouse, he's 160 feet away. They operate their loading dock extensively between 10pm and 6am. Residents have made occasional calls to the non-emergency Police line. There has been some response, but there is no stopping Sam's Club from running their forklifts which made a loud banging noise. Currently there is a six-foot cedar fence and a line of pine trees which are useless for mitigating noise. For the current proposal, he suggests getting ahead of this to address sound mitigation. He believes Pete's is a great development for the Village rather than it be dead property, but the residents need sleep. He asked the Petitioner to take note of his concerns to see what can be done to mitigate the sound.

Mr. Grzynkowicz noted we had this discussion before in previous public hearings. He stated that Pete's deliveries operates from 7am to 5pm at the latest. There are no overnight deliveries. Also Pete's docks are enclosed.

Phil Lorenzi noted that noise doesn't occur inside the enclosure, but rather from a forklift running over the dock plate which extends from the dock.

Mr. Grzynkowicz reiterated the times and that usually, apart from holidays, they are done by 3pm.

Phil Lorenzi appreciated this and noted that he would relay that to his fellow residents.

Dan Ritter noted this previously was an extensive discussion which went through the same public hearing process, which went over the entire site, a lot more substantial than the request here today. There was discussion with about 4-6 residents here. Loading times, fence, and buffering of landscaping and parking lot were discussed. Noise information was also provided for the rooftop HVAC units. He offered to take their information so that Staff could forward the staff reports and approved site plans.

ACTING CHAIR SHAW asked if Staff or the Petitioner could address overnight parking and noise from trucks running.

Mr. Grzynkowicz responded that they purposely moved the building forward to give more of a buffer for the residents. The back area is for the employees and overflow.

Phil Lorenzi appreciated this and noted it was not so much concern of the distance as it was the hours. He noted the existing ordinance which is difficult to get compliance with.

Dan Ritter noted that Sam's Club has a long history which involves part of the reason the ordinance exists today. The Village couldn't enforce the ordinance they put in retroactively. He believes some residents sued prompting some changes. The Village wanted to protect residents. He offered to talk outside of this meeting on what the Village can do about that issue.

Phil Lorenzi confirmed he didn't have anything further to comment.

Lynese (no last name or address provided) was sworn in. She stated she is also a resident of the Park Place Villas. She didn't understand some of the language of the petition. She sees the piles of dirt. She asked for clarification on if the old K-mart was the warehouse, and that the Pete's Market and Chick-fil-A would also be built. Hearing a verbal confirmation, she noted it seems close to their fence.

ACTING CHAIR SHAW noted the Petitioner spoke to the placement of Pete's Market. The warehouse already exists.

Mr. Grzynkowicz provided visual reference per the site plan. He noted Parcels 4 & 5 will be the Chick-fil-A, and the gray shaded areas will be the parking lot with the building shown in white, and buffer zone with the building moved forward to the east about 150 feet of distance.

Lynese expressed concern about the parking adjacent to the residents. She felt insecure.

Mr. Grzynkowicz clarified that area is largely for the employees parking and trucks coming in. It is not really meant for the patrons coming to visit the store. He noted the curb line has not changed from the way K-Mart had it. We are leaving the curb line and putting our employees here with putting the patrons up in front. We moved the building forward to give that distance. We are also providing a new fence.

Lynese appreciated the Petitioner's clarification.

Dan Ritter noted while construction is not ideal, it is temporary. It will likely be a year for the Pete's Market building, and subject to our construction times.

Lynese asked when the Amazon business will open.

Dan Ritter noted they (Amazon) haven't responded much. Everybody's hope is that it will open sometime this year. It is basically finished on the inside. Amazon doesn't typically share plans as noted throughout the country. There might be struggles similar to other stores including employees or materials.

ACTING CHAIR SHAW asked if anyone else from the public wished to speak. Hearing none, he thanked the Petitioner for answering questions. He asked if there were any renderings for the Pete's Market, and if so, that perhaps they could be shared somewhere for the public.

Dan Ritter responded it's on the Village website under the Current Projects page. He offered to additionally share it and a copy of the original approvals so everyone is more familiar with the

overall project. Tonight we were more just focused on what is changing from the previous approval.

ACTING CHAIR SHAW asked if there were any more questions or comments from the Commissioners. Hearing none, he entertained a motion to close the public hearing. COMMISSIONER GASKILL made a motion to close the public hearing. Second was made by COMMISSIONER TRUXAL. ACTING CHAIR SHAW requested a voice vote. Hearing no opposition, the motion was declared carried. He asked Staff to present the Standards.

Lori Kosmatka presented the Standards.

ACTING CHAIR SHAW asked the Commissioners if there were any concerns on how the standards may or may not be met. Hearing none, he stated he believed that the result of the public hearing wouldn't result in any changes to the proposed motion.

Lori Kosmatka confirmed this.

There were two motions for this item.

ACTING CHAIR SHAW entertained Motion #1.

Motion 1-Special Use Permit (Substantial Deviation to the PUD)

COMMISSIONER GASKILL made a motion to recommend that the Village Board grant a Special Use Permit for a Substantial Deviation from the Park Place PUD, to the Petitioner, Petro Drimonas of Pete's Fresh Market, on behalf of 163rd & Harlem LLC (property owner), to permit site plan changes including parking reduction and drive aisle reconfiguration and extension of the grocery store occupancy deadline per Ordinance 20-O-061 Section 4.1 from September 1, 2022 to May 15, 2024 at 16300 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and adopt Findings of Fact as proposed by Village Staff in the January 5, 2023 Staff Report.

Motion seconded by COMMISSIONER GATTO. Vote taken by Roll Call; all in favor.

Present and Voting in the affirmative:

COMMISSIONER GASKILL
COMMISSIONER GATTO
COMMISSIONER HAMILTON
COMMISSIONER MARAK
COMMISSIONER TIBBETTS
COMMISSIONER TRUXAL
ACTING CHAIR SHAW

ACTING CHAIR SHAW declared the motion carried.

Motion 2-Site Plan Approval

COMMISSIONER TRUXAL made a motion to grant the Petitioner, Petros Drimonas of Pete's Fresh Market on the behalf of 163rd & Harlem LLC, Final Site Plan Approval for various site changes including a realignment of the east drive aisle at 16300 Harlem Avenue in the B-3 PD (General Business and Commercial, Park Place PUD) zoning district, in accordance with the plans submitted and subject to the following conditions as listed in the Motions to Consider section of the January 5, 2023 Staff Report:

1. *Site Plan Approval is subject to the approval of the Special Use for a Substantial Deviation from the PUD by the Village Board.*
2. *Site Plan Approval is subject to final engineering plan review and approval including truck turning throughout the site.*
3. *Site Plan Approval is subject to Final Approval of the Plat of Subdivision and Site Plan for the adjacent outlot development east of the property.*
4. *Site Plan Approval is does not include approval of any landscaping or lighting plans. Site Plan Approval is subject to review and approval of updated Landscaping and Lighting plans at permit submittal. Lighting shall conform with all applicable Village codes and regulations. Landscaping shall comply with all code requirements, except for allowing for end island reductions as shown on the plans.*

Motion seconded by COMMISSIONER GASKILL. Vote taken by Roll Call; all in favor.

Present and Voting in the affirmative:

COMMISSIONER GASKILL
COMMISSIONER GATTO
COMMISSIONER HAMILTON
COMMISSIONER MARAK
COMMISSIONER TIBBETTS
COMMISSIONER TRUXAL
ACTING CHAIR SHAW

ACTING CHAIR SHAW declared the motion carried.

Lori Kosmatka noted this item is anticipated to go to Village Board on January 17, 2023.



Interoffice Memo

Date: January 17, 2023

To: Village President and Board of Trustees

From: Daniel Ritter, Interim Community Development Director

Subject: Pete's Fresh Market Development Agreement Amendment for Revised Timeline

Background

The Village Board approved the TIF Incentive/Development Agreement on July 20, 2021, for the redevelopment of the former Super K-Mart at 16300 Harlem Ave. to allow for redevelopment of a the site into a Pete's Fresh Market grocery store, warehouse and additional retail space. The incentive agreement included a project completion date of December 31, 2022. A permit was issued in November 2022 and site work has started but the completion date will not be met. Delays have occurred due to COVID-19, supply chain issues with both construction and store equipment, as well as engineering hurdles. Additionally, the most recent delay was caused by the need to adjust the plan prior to permitting to accommodate minor changes for Chick-fil-A to develop on of the proposed outlots (site plan and zoning approvals for the outlot will be submitted separately).

A new completion date of May 15, 2024, is proposed. However, they noted they hope the store can be completed and open before then, but did build in some additional flexibility due to ongoing supply delays. The changes would not alter any of payment terms, just change the required completion dates.

Staff Recommendation:

Staff recommends moving the proposed Annexation Agreement Amendment to the Village Board meeting today.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-005

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE
A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE
159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND
163RD & HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE
(PETE'S FRESH MARKET)**

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

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

RESOLUTION NO. 2023-R-005

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE
A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE
159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND
163RD & HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE
(PETE'S FRESH MARKET)**

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, previously approved Resolution Number 2021-R-068 to authorize the execution a TIF Redevelopment Agreement with 163rd & Harlem LLC (d/b/a Pete's Fresh Market) for property at 16300 Harlem Avenue ("Development Agreement"); and

WHEREAS, the Annexation Agreement needs to be amended to address the extension of the required project completion date; and

WHEREAS, the Village and Top Hospitality LLC have agreed to a First Amendment to the Development Agreement, by amending Article II, Section 2.1 to replace the project completion date of 12/31/2022 with the new date of May 15, 2024; 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 First Amendment to the TIF Development Agreement be entered into by the Village of Tinley Park;

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

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

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid First Amendment to the TIF Development Agreement be entered into and executed by said Village of Tinley Park, with said First Amendment addressing the change in project completion to be no later than May 15, 2024.

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

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

ADOPTED this 17th day of January 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of January 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-005, “A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD & HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE (PETE'S FRESH MARKET),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January, 2023.

VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-068

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT
FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND
HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD
& HARLEM LLC FOR PROPERTY AT 16300 S HARLEM AVENUE.
(PETE'S FRESH MARKET)**

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

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

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

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-068

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT
FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND
HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD
& HARLEM LLC FOR PROPERTY AT 16300 HARLEM AVENUE.
(PETE'S FRESH MARKET)**

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

WHEREAS, the Village of Tinley Park ("Village") and 163RD & Harlem LLC (the "Developer") have negotiated and now desire to enter into a Tax Increment Financing Redevelopment Agreement ("Agreement") pertaining to the economic development and revitalization of certain areas of the Village located within the 159th and Harlem TIF District ("TIF District"), attached hereto as Exhibit 1; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 of the Illinois Municipal Code in conjunction with 65 ILCS 5/11-74.4-1 *et seq.* ("TIF Act") the Village is authorized to appropriate and expend funds necessary for economic development and revitalization of real property within said TIF District; and

WHEREAS, it is the intent of the Village and the Developer, pursuant to said Agreement, to promote the economic development and revitalization of certain real property located at 16300 Harlem Avenue, Tinley Park, Illinois, PIN: 27-24-202-020-0000 and 27-24-202-021-0000; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into this Agreement with the Developer; and

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

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

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between the Village and the Developer, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

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

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

PASSED THIS 20th day of July, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Sullivan

NAYS: None

ABSENT: Mueller

APPROVED THIS 20th day of July, 2021.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

TP REVISIONS 7/19/21

**VILLAGE OF TINLEY PARK
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
16300 S. Harlem Ave, Tinley Park, Illinois 60477**

(Pete's Fresh Market)

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _st day of July, 2021 (the "Effective Date"), by and between the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (the "Village") and **163RD & HARLEM LLC**, an Illinois limited liability company (the "Developer"), (the Village and Developer are hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party", as the context may require).

WITNESSETH:

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

WHEREAS, on August 18, 2020, the President and Board of Trustees (the "Corporate Authorities") of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following ordinances (collectively the "TIF Ordinances"): (A) Ordinance No. 2020-O-44: An Ordinance Designating the Tax

Increment Redevelopment Project Area; (B) Ordinance No. 2020-O-45: An Ordinance Approving the 159th and Harlem Redevelopment Plan and Redevelopment Project; and (C) Ordinance No. 2020-O-46: An Ordinance Adopting Tax Increment Financing; and

WHEREAS, Developer is the fee title holder of the property legally described and depicted in **Exhibit B** attached hereto and made apart hereof (“Property”); and

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

WHEREAS, the Property is currently improved with an abandoned building retail store on the southern portion of the Property (the “Former Retail Store”); and

WHEREAS, Developer proposes to undertake a major capital investment in the Property and the Former Retail Store, including the renovation of the Former Retail Store into a warehouse, the construction of a new approximately 88,608 sq. ft. Pete’s Fresh Market grocery store (the “Grocery Store”); the construction of approximately 51,831 sq. ft. of retail tenant space north of the Grocery Store (“Retail Space”); and an optional approximately 12,400 sq. ft. expansion of the Former Retail Store for use as additional warehouse space.

WHEREAS, the Village has approved the final development plans for the renovation of the Former Retail Store into a warehouse and the construction of the Grocery Store and Retail Space (collectively, the “Project”), attached hereto as **Exhibit C**, as may be amended from time to time, are referred to herein as the “Project Plans”; and

WHEREAS, the Developer has estimated that the hard and soft costs for the Project are approximately \$36.68 million (the “Project Budget”) as set forth on **Exhibit D** attached hereto; and

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

52 **WHEREAS**, the Developer has agreed to develop and construct the Project in accordance
53 with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village
54 has granted relief therefrom), as applicable to the Project Plans, and all other governmental
55 authorities having jurisdiction over the Property and the Project; and

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

60 **WHEREAS**, this Agreement has been submitted to the Corporate Authorities of the
61 Village for consideration and review, and the Corporate Authorities have taken all actions required
62 to be taken prior to approval and execution of this Agreement in order to make the same binding
63 upon the Village according to the terms hereof, and this Agreement has been submitted to the
64 manager of the Developer for consideration and review, and the manager has taken all actions
65 required to be taken prior to approval and execution of this Agreement in order to make the same
66 binding upon the Developer according to the terms hereof; and

67 **WHEREAS**, the Corporate Authorities of the Village, after due and careful consideration,
68 have concluded that (A) the Developer meets high standards of creditworthiness on the basis it
69 will deploy its own capital to finance the Project (B) the development and construction of the
70 Project as provided herein will avoid significant vacancies at the Shopping Center, further the

71 growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area,
72 improve the environment of the Village, increase the assessed valuation of the real estate situated
73 within the Village, increase sales tax revenue, foster increased economic activity within the
74 Village's commercial sectors, increase employment opportunities within the Village by creating
75 and retaining jobs, improve the retail base of the Village and attract new tenants to the Shopping
76 Center and other retail properties in the Village, is in the best interest of the Village, and is
77 otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of
78 its residents and taxpayers; and (C) without the financial assistance contemplated by this
79 Agreement, the Project would not be feasible; and

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

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

88 **ARTICLE I**
89 **RECITALS PART OF THE AGREEMENT**

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

**ARTICLE II
DEVELOPER OBLIGATIONS**

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

A. The Developer shall construct the Project substantially in accordance with the Project Plans, and the Developer shall use commercially reasonable efforts to complete the Project on or before December 31, 2022 (the "Project Completion Date"), subject to any Force Majeure Delays (as defined below) and atypical construction delays; provided, however, that if Developer has not commenced construction of the Project on or before October 31, 2021, (the "Project Commencement Date"), either Party shall have the right to terminate this Agreement.

B. The Developer will exercise reasonable efforts to advance, or cause other parties to advance the funds necessary to construct and complete the Project.

C. The Developer will exercise reasonable efforts to secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Project (collectively, the "Village Approvals"). The Village will expeditiously process all of the Developer's requests and applications for Village Approvals.

D. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified

Parties”), is made a party-defendant in any proceeding arising out of or in connection with the Developer’s construction, operation, duties, obligations and responsibilities under the terms of this Agreement, the Project, including but not limited to, any claim or cause of action concerning construction of the Project and matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the extent permitted by law, the Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith (collectively, “Losses”); provided, however, that to the extent that any Losses are caused the negligence, fraud or willful misconduct of, or the violation of any applicable law, regulation, code or ordinance by, any Indemnified Party, the Developer shall have no obligation to indemnify such Indemnified Parties for any such Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required

142 to contribute to such settlement except to the extent that Losses that are the
143 subject of the settlement are caused by the negligence, fraud or willful
144 misconduct of an Indemnified Party.

145 E. Notwithstanding anything herein to the contrary, none of the Indemnified
146 Parties shall be liable to the Developer for damages of any kind or nature
147 whatsoever or otherwise in the event that, except where due to the
148 negligence, fraud or willful misconduct of, or the violation of any applicable
149 law, regulation, code or ordinance by, one or more of the Indemnified
150 Parties, all or any part of the Act, or any of the TIF Ordinances or other
151 ordinances of the Village adopted in connection with either the Act or this
152 Agreement, shall be declared invalid or unconstitutional in whole or in part
153 by the final (as to which all rights of appeal have expired or have been
154 exhausted) judgment of any court of competent jurisdiction
155 (“Unconstitutional Finding”), and by reason thereof either the Village is
156 prevented from performing any of the covenants and agreements herein or
157 the Developer is prevented from enjoying the rights and privileges hereof;
158 provided that nothing in this Section 2.1.E shall limit otherwise permissible
159 claims by the Developer against the Village or actions by the Developer
160 seeking specific performance of this Agreement or payment of amounts due
161 in the event of a breach of this Agreement by the Village. In the event of
162 an Unconstitutional Finding, Developer shall, at its option, be released from
163 its obligations under this Agreement.

164 F. Upon reasonable (no less than two (2) business days) prior written notice,
165 the Village Manager, or his designee, shall have access to all portions of the
166 Project while it is under construction during normal business days and hours
167 for the purpose of determining compliance with this Agreement, applicable
168 laws and applicable regulations; provided, however, that any such person(s)
169 shall comply with all construction site rules and regulations while such
170 person(s) is on or near the Property. Additionally, the Developer shall keep
171 and maintain detailed accountings of expenditures demonstrating the total
172 actual costs of the Developer's Project costs. As and to the extent the same
173 are disclosed to Village in compliance with subsection G. below, the Village
174 shall treat all such information as confidential business materials, the
175 disclosure of which would cause the Developer competitive harm. All such
176 books, records and other documents, including but not limited to the general
177 contractor's and subcontractors' sworn statements, general contracts,
178 subcontracts, purchase orders, waivers of lien, paid receipts and invoices,
179 and documentation evidencing that the Developer has incurred and paid any
180 expense for which reimbursement as the Developer's Project costs,
181 including Redevelopment Project Costs, is sought by Developer hereunder
182 shall be made available in electronic format for inspection, copying, audit
183 and examination, solely to enable the Village to comply with the Act, by an
184 authorized representative of the Village for a period of one (1) year after
185 issuance of the Certificate of Completion (as defined below). The Village
186 shall treat all such information as confidential business materials, the

disclosure of which would cause the Developer competitive harm. As such, the Village shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.

G. The Developer shall cooperate with the Village and provide the Village with the information in Developer's possession or control required and necessary under the Act to enable the Village to comply with the Act and its obligations under this Agreement.

H. The Developer shall comply with the fair employment/affirmative action principles required by the Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Project.

I. The Developer has furnished to the Village a Project Budget showing total costs for the Project in the amount of \$36.68 million as set forth in Exhibit D. The Developer hereby certifies to the Village that, to the best of the Developer's knowledge as of the date of this Agreement, the Project Budget attached as Exhibit D is a true, correct and complete, good faith estimate of the Project Budget as of the date hereof in all material respects.

2.2 Representations and Warranties About Ownership. The Developer represents, warrants and covenants that, to its knowledge, no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Project or any portion of the Property,

or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act. Any representation or warranty made “to Seller’s actual knowledge” or similar terms shall not be deemed to imply any duty of inquiry. For purposes of this Section 2.2, “knowledge” shall mean and refer only to the actual knowledge of the Developer’s general counsel and shall not be construed to refer to the knowledge of any other member, partner, officer, director, agent, employee or representative of the Developer or any affiliate of the Developer.

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

ARTICLE III VILLAGE OBLIGATIONS

3.1 Village Economic Assistance. In consideration of the substantial commitment of the Developer to the development and construction of the Project, and in order to induce the Developer to undertake the Project, the Village shall provide economic assistance to the Developer by reimbursing it for Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00) in Redevelopment Project Costs, or twenty percent (20%) of the Actual Project Costs, as defined in Section 3.6(A) below, whichever is less (the “Maximum Reimbursement Amount”) by annual installment payments (the “Economic Assistance”) commencing as soon as Available Increment Taxes (defined below) are available for payment to the Developer. The Economic Assistance shall be comprised of Available Incremental Taxes, as defined in Section 3.2 below. The Maximum

234 Reimbursement Amount shall be reimbursed, to the extent the Developer has incurred
235 Redevelopment Project Costs, by Available Incremental Taxes

236 A. **Available Incremental Taxes.** Following issuance of the Certificate of
237 Expenditure, as defined below, the Village shall pay the Developer from
238 Available Incremental Taxes generated during the Available Incremental
239 Tax Term for Redevelopment Project Costs incurred by the Developer. The
240 term "Available Incremental Taxes" shall mean eighty percent (80%) of all
241 net incremental ad valorem real property taxes received by the Village, if
242 any, arising from the levies upon the Property attributable to the then current
243 equalized assessed valuation of the Property over and above the initial
244 equalized assessed value of the Property, all as determined pursuant to
245 Section 5/11-74.4-8 of the Act and the TIF Ordinances. The Parties
246 acknowledge that the initial equalized assessed value of the Property, as set
247 forth in the TIF Ordinances, the term "Redevelopment Project Costs" shall
248 mean and include all costs defined as "redevelopment project costs" in
249 Section 5/11-74.4-3(q) under the Act and which have been of the Act which
250 are eligible for reimbursement approved in the TIF Ordinances. The term
251 "Available Incremental Tax Term" shall mean that approximately 10-year
252 period, commencing December 1 of the first calendar year for which
253 property taxes are payable based on an assessed value of the Property that
254 takes into account the Project improvements, and ending approximately 10
255 years thereafter; provided, however, that Developer will be entitled to
256 Available Incremental Taxes for each of the ten years during the Available

Incremental Tax Term even if such Available Incremental Taxes in the last year have not yet been paid to Developer before the end of the Available Incremental Tax Term. [For example, if the Project is completed in calendar year 2022 and real estate taxes for calendar year 2022 payable in calendar year 2023 are based on an assessed value of the Property that takes into account the Project improvements, then the Available Incremental Tax Term will begin on the date such Available Incremental Taxes for such year are paid to Developer (estimated to be December 1, 2023) and end on the date the tenth (10th) annual payment of Available Incremental Taxes are paid to Developer (estimated to be December 1, 2033).]

B. Commencing the sixth year of the Available Incremental Tax Term, the Village agrees to review with Developer the payment of Available Incremental Taxes relative to the Maximum Reimbursement Amount, and consider modification of the Available Incremental Taxes in the event the Maximum Reimbursement Amount will not be paid at the conclusion of Available Incremental Tax Term. Any decision to modify the payment of the Available Incremental Taxes is at the Village's sole discretion.

3.2 The Developer agrees and understands that: (1) the sole source of funds for payment of the Economic Assistance is expressly limited to Available Incremental Taxes; (2) the Developer is assuming the risk that the applicable Available Incremental Taxes generated during the term of this Agreement may be less than the Maximum Reimbursement Amount; (3) the Developer will have no right to compel the exercise of any taxing power of the Village for payment of any of the reimbursement amounts; (4) the Village's reimbursement obligations pursuant to this

Agreement do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Village, the State of Illinois or any political subdivision thereof;

3.3 Timing of Reimbursement Payments.

A. Upon completion of the Project (which shall be deemed to have occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village), the Developer shall submit a Certificate of Expenditure, substantially in the form set forth on **Exhibit F** (the "Certificate of Expenditure") to document and substantiate the amount of Project costs incurred by the Developer (the "Actual Project Costs"), including Redevelopment Project Costs. In addition to the Certificate of Expenditure, the Developer's submission shall include such evidence reasonably acceptable to the Village that validates the Developer has incurred such Redevelopment Project Costs. Such evidence shall include, but is not limited to, owner's sworn statements, contractor and subcontractor lien waivers, invoices and cancelled checks related thereto, or such other documents as may be appropriate or required. The Village shall approve the Certificate of Expenditure within thirty (30) days of receipt, provided that all necessary and sufficient supporting documentation has been supplied by the Developer. All costs approved pursuant to a Certificate of Expenditure shall be included in the calculation of Actual Project Costs.

3.4 Certificate of Completion. Upon the Developer's written request, the Village shall issue to the Developer a Certificate of Completion in recordable form confirming that the Developer has fulfilled its obligation to complete the Project (which shall be deemed to have

occurred upon the issuance of a temporary or permanent Certificate of Occupancy by the Village) in accordance with the terms of this Agreement. The Village shall issue the Certificate of Completion only upon (i) the Village's determination of Developer's completion of the Project in accordance with the terms of this Agreement, and (ii) the Village's approval of a Certificate of Expenditure, as applicable for the Project. The Village shall respond to the Developer's written request for a Certificate of Completion within thirty (30) days by issuing said Certificate or a written statement detailing the ways in which the Project, as applicable does not conform to this Agreement or has not been completed in accordance with this Agreement, and the measures which must be taken by the Developer in order to obtain the applicable Certificate of Completion ("Punch List"). The Punch List shall be deemed binding on the Village and once issued, the Village shall not be permitted to add items to the Punch List, with the exception of items related to life safety or required by governmental agencies or state and federal law. The Developer may resubmit a written request for a Certificate of Completion upon accomplishment of the items on the Punch List.

3.5 Developer Indemnification. In the event a claim is made against the Developer, its members, managers, directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with: (a) the Village's duties, obligations and responsibilities under the terms of this Agreement, (b) the Village's breach of any of its obligations under this Agreement, (c) the Village's violation of any applicable law, regulation, code or ordinance; or (d) any negligence, fraud or willful misconduct of the Village, the Village shall, to the extent permitted by law,

indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement.

3.6 Terms and Conditions of Economic Assistance. The Parties recognize and agree that the Village's commitment to provide the Economic Assistance to Developer is expressly contingent upon Developer's completion of the Project (as provided in Section 3.4 above), and the operation of the Grocery Store (by an affiliated operating entity separate from Developer) for a period of at least ten (10) years (the "Grocery Store Operation Period"). If Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, fail to operate the Grocery Store for the Grocery Store Operation Period, it shall forfeit all then unpaid future Economic Assistance it may be entitled to pursuant to this Agreement and be required to reimburse the Village for all Economic Assistance paid to Developer pursuant to the following schedule:

Grocery Store Years of Operation	Percentage of Economic Assistance to be Repaid
0	100%
1	90%
2	80%
3	70%

4	60%
5	50%
6	40%
7	30%
8	20%
9	10%

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3.7 A failure to temporarily operate a Grocery Store for a period of up to one (1) year due to business interruptions caused by remodeling, pandemic, epidemic, governmental restrictions, takings, and limitations arising subsequent, war, state or national emergency, government mandated closures, damage or destruction by fire or other casualty, strike, shortage of material or labor, unusually adverse weather conditions, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, shall be considered a "Permitted Operational Delay." In the event of a Permitted Operational Delay, Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns, shall notify the Village of the nature of the event claimed to constitute Permitted Operational Delay. Notification shall be provided in accordance with Section 6.8. Operation of the Grocery Store impaired by reason of the designated event and the Village's right to seek reimbursement under Section 3.6 shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Developer, an affiliated operating entity separate from Developer, or its or their successors or assigns shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no event shall the Permitted Operational Delay exceed one (1) year.

3.8 Developer shall have no further obligations under this Agreement.

**ARTICLE IV
AUTHORITY**

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

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

4.3 Authorized Parties. Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the Village or the Developer is required, or the Village or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village Manager or his designee and for

the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE V DEFAULTS AND REMEDIES

5.1 Breach. A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto.

5.2 Cure of Breach. Except as otherwise provided herein, prior to the time that a failure to perform any other action or omission to perform any such obligation or action described in Section 5.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice; provided, however that if the Developer alleges that the Village has failed to pay Incremental Taxes as and when required, then the Village shall have thirty (30) days to cure such default. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of one or more Force Majeure Delays under the provisions of Section 6.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

414 In the event that either Party shall breach any provision of this Agreement and fail to cure
415 said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement,
416 the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available
417 at law or in equity, in any court of competent jurisdiction, including an action for specific
418 performance of the covenants and agreements herein contained. Notwithstanding the foregoing,
419 the Village remedy for monetary breaches shall be limited to its actual (but not exemplary,
420 consequential or punitive) damages in an amount not to exceed its out-of-pocket expenses incurred
421 in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein,
422 no action taken by a Party pursuant to the provisions of this Section 5.2 or pursuant to the
423 provisions of any other section of this Agreement shall be deemed to constitute an election of
424 remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any
425 other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding
426 anything herein to the contrary, in the event that the Developer fails to complete the Project, the
427 Village's sole remedy shall be to withhold payment of Incremental Taxes.

428 **5.3 Default Shall Not Permit Termination of Agreement.** No default under this
429 Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement;
430 provided, however, this limitation shall not affect any other rights or remedies the Parties may
431 have by reason of any default under this Agreement.

432 **5.4 Right to Enjoin.** In the event of any violation or threatened violation of any of
433 the provisions of this Agreement by a Party, any other Party shall have the right to apply to a
434 court of competent jurisdiction for an injunction against such violation or threatened violation,
435 and/or for a decree of specific performance.

**ARTICLE VI
GENERAL PROVISIONS**

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

6.2 **Mutual Assistance.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Village, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the Village's performance of its obligations hereunder. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

6.3 **Force Majeure.** Neither the Village nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by pandemic, epidemic, governmental restrictions, takings, and limitations arising subsequent, war, state or national emergency, government mandated closures, damage or destruction by fire or other casualty, strike, shortage of material or labor, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party

affected which in fact interferes with the ability of such Party to discharge its obligations hereunder (in each case, a "Force Majeure Delay"). In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 6.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 6.8. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly or indirectly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay. Force Majeure Delays will not apply to a Party's obligation under this Agreement to pay money to another Party.

6.4 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment to this Agreement. In addition, the Village Manager may effect Minor Modifications to this

484 Agreement without the same being deemed an amendment to this Agreement which requires action
485 by the Village President and the Board of Trustees. For the purposes of this Agreement, the term
486 "Minor Modification" means a modification or waiver of any requirement, specification, or other
487 term set forth in this Agreement, consented to by the Parties in writing, whereby such
488 modification or waiver does not materially affect the goals, purposes, or nature of the Agreement.

489 **6.5 Entire Agreement.** This Agreement sets forth all agreements, understandings and
490 covenants between and among the Parties relative to the matters herein contained. This Agreement
491 supersedes all prior agreements, negotiations and understandings, written and oral, and shall be
492 deemed a full integration of the entire agreement of the Parties.

493 **6.6 Severability.** If any provisions, covenants, agreement or portion of this
494 Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall
495 not affect the application or validity of any other provisions, covenants or portions of this
496 Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement
497 are declared to be severable.

498 **6.7 Consent or Approval.** Except as otherwise specifically provided in this
499 Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is
500 required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

501 **6.8 Illinois Law.** This Agreement shall be construed in accordance with the laws of the
502 State of Illinois.

503 **6.9 Notice.** Any notice, request, consent, approval or demand (each, a "Notice") given
504 or made under this Agreement shall be in writing and shall be given in the following manner: (A)
505 by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return
506 receipt requested; or (C) by commercial overnight delivery of such Notice for next business day

delivery. All Notices shall be delivered to the addresses set forth in this Section 6.8. Notice served by certified mail shall be effective on the fifth Business Day (as defined below) after the date of mailing. Notice served by commercial overnight delivery for next business day shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, the first "business hour" of a Business Day shall be 8:00 a.m. Central time and the last "business hour" shall be 6:00 p.m. Central time. The term "Business Day" shall be Monday through Friday, excluding federal and State of Illinois holidays.

If to the Village:

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

with a copy to:

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

If to the Developer:

163rd & Harlem LLC
4333 South Pulaski Road
Chicago, Illinois 60632
Attention: Stephanie Dremonas
stephanie@pmrealtyinc.com

with a copy to:

Horwood Marcus & Berk Chtd.
Attention: David H. Sachs
500 West Madison Street, Suite 3700
Chicago, Illinois 60661
dsachs@hmbllaw.com

540
541 **6.10 Counterparts.** This Agreement may be executed in several counterparts, each of
542 which shall be an original and all of which shall constitute but one and the same agreement.

543 **6.11 Term of Agreement.** The term of this Agreement shall commence on the Effective
544 Date and continue until the earlier of: (A) the Developer's receipt of the Maximum Reimbursement
545 Amount or (B) the last day of the Available Incremental Tax Term, whichever is later; provided,
546 however, the Village's obligation to make a final reimbursement payment of Available
547 Incremental Taxes under either Available Incremental Tax Term shall survive the term of the
548 Agreement and the Developer's rights and remedies to enforce such obligation shall survive the
549 term of the Agreement.

550 **6.12 Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to
551 exercise their rights and remedies hereunder and to perform their covenants, agreements and
552 obligations hereunder, reasonably and in good faith.

553 **6.13 Drafting.** Each Party and its counsel have participated in the drafting of this
554 Agreement therefore none of the language contained in this Agreement shall be presumptively
555 construed in favor of or against either Party.

556 **6.14 Recording.** The Developer shall be permitted to record, at its costs and expense, a
557 memorandum of this Agreement with the Cook County Recorder of Deeds.

558 **6.15 Covenants Run with the Land/Successors and Assigns.** It is intended that the
559 covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in
560 this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all
561 such covenants shall run with and be enforceable against both the covenanted and the Property.
562 Such covenants shall terminate upon termination or expiration of this Agreement. On or before
563 the last date of payment of Incremental Taxes, the Village shall provide a release to confirm

564 termination of this Agreement which Developer may, at its sole cost and expense, record against
565 the Property. This Agreement shall inure to the benefit of, and shall be binding upon each
566 Developer and each Developer's respective successors, grantees and permitted assigns, and upon
567 successor corporate authorities of the Village and successor municipalities.

568 **6.16 Assignment.** Prior to issuance of the Certificate of Completion, Developer may
569 not assign this Agreement, or any rights of obligations hereunder, to any party, except to an
570 affiliate or party providing financing for the Project, without the prior express written consent
571 of the Village. After to issuance of the Certificate of Completion, the Developer may assign
572 this Agreement, or any rights of obligations hereunder, provided that the Developer delivers
573 notice not more than thirty (30) days after such assignment taking effect.

574 **6.17 Partial Funding.** Except as otherwise set for in this Agreement, the Developer
575 acknowledges and agrees that the economic assistance to be received by the Developer as set forth
576 in this Agreement is intended to be and shall be a source of partial funding for the Project and
577 agrees that any additional funding above and beyond said economic assistance shall be solely the
578 responsibility of the Developer. The Developer acknowledges and agrees that the amount of
579 economic assistance set forth in this Agreement represents the maximum amount of economic
580 assistance to be received by the Developer, provided the Developer complies with the terms and
581 provisions set forth in this Agreement. The Developer further acknowledges and agrees that the
582 Village is not a joint developer or joint venturer with the Developer and the Village is in no way
583 responsible for completion of any portion of the Project.

584 **6.18 Attorney Fees.** Should it become necessary to bring legal action or proceedings to
585 enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this
586 Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs,

including reasonable attorneys' and consultants' fees, in addition to whatever other relief the prevailing party may be entitled.

6.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

[SIGNATURE PAGES FOLLOW]

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611

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all

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requisite authorizations as of the date first above written.

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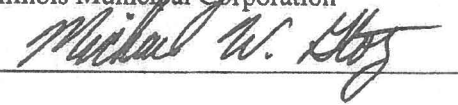
VILLAGE OF TINLEY PARK,

615

an Illinois Municipal Corporation

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By:



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Village President

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ATTEST

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Village Clerk


163RD & HARLEM LLC,

an Illinois limited liability company

By:

Name:

Its:


Stephanie Demaris
Executive Officer

610

611 **IN WITNESS WHEREOF**, the Parties have duly executed this Agreement pursuant to all

612 requisite authorizations as of the date first above written.

613

614 **VILLAGE OF TINLEY PARK,**

615 an Illinois Municipal Corporation

616 By: Michael W. Stoj

617

618 Village President

619 ATTEST [Signature]

620

621 Village Clerk

163RD & HARLEM LLC,
an Illinois limited liability company

By: _____


Name: _____

Its: _____

622
623
624 STATE OF ILLINOIS)
625) SS
626 COUNTY OF COOK)

627 I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
628 HEREBY CERTIFY that the above-named Michael Glotz is personally known to
629 me to be the Village President of Village of Tinley Park, and also personally
630 known to me to be the same person whose name is subscribed to the foregoing instrument as such
631 Village President and respectively, and that he appeared before me this day in person
632 and severally acknowledged that, as such Village President he signed and delivered
633 the said instrument, pursuant to authority given by the limited partnership as his free and voluntary
634 act, and as the free and voluntary act and deed of said Village of Tinley Park of said limited
635 partnership, for the uses and purposes therein set forth.

636 GIVEN under my hand and official seal, this 20th day of August 2021.

637 Commission expires 10/22/2024 

638 Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named Stephanie Dremonas is personally known to
me to be the Executive Officer of 163rd Harlan LLC, and also personally
known to me to be the same person whose name is subscribed to the foregoing instrument as such
Executive officer and respectively, and that he appeared before me this day in person
and severally acknowledged that, as such Executive officer, he signed and delivered
the said instrument, pursuant to authority given by the limited partnership as his free and voluntary
act, and as the free and voluntary act and deed of said 163rd Harlan LLC of said limited
partnership, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of August, 2021.
Commission expires 7/11/22 Vasiliki Dremonas
Notary Public

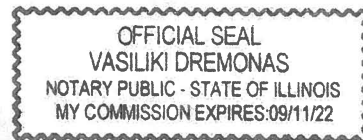


EXHIBIT A**Legal Description of Redevelopment Project Area**

**THOSE PARTS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, SECTION 18,
TOWNSHIP 36 NORTH, RANGE 13, SECTION 19, TOWNSHIP 36 NORTH, RANGE 13,
ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS
MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID SUPER-K SUBDIVISION AND THE WEST LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO THE NORTH LINE OF SAID LOT 2;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 2 IN SAID SUPER-K SUBDIVISION, TO A WEST LINE OF LOT 3 IN SAID SUPER-K SUBDIVISION;

THENCE NORTHERLY, NORTHWESTERLY AND NORTHERLY ALONG THE WEST LINES OF LOT 3 IN SAID SUPER-K SUBDIVISION, TO THE WESTERN MOST NORTHWEST CORNER OF SAID LOT 3, ALSO BEING THE WESTERN MOST SOUTHWEST CORNER OF LOT 1 IN PARK PLACE SUBDIVISION AS PER PLAT THEREOF RECORDED DECEMBER 7, 1992 AS DOCUMENT NUMBER 92914537;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION TO THE NORTH LINE OF LOT 1 IN SAID PARK PLACE SUBDIVISION AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE SOUTH LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER 22379900;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF OLCOTT AVENUE DEDICATED AS PER PLAT THEREOF RECORDED JUNE 28, 1973 AS DOCUMENT NUMBER;

THENCE NORTHERLY ALONG SAID EAST LINE, AND THE NORTHERLY PROLONGATION THEREOF TO THE NORTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF SECTION 18, ALSO THE NORTHWEST CORNER OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 18, ALSO THE NORTH LINE OF SECTION 19, BOTH IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 600 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 247 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EAST LINE OF

THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 50 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO A POINT 15 FEET NORTH OF THE RIGHT OF WAY OF 159TH STREET AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE SOUTHEASTERLY TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 159TH STREET AND THE EAST LINE OF THE WEST 65 FEET OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS AS INDICATED IN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 28, 2011 AS DOCUMENT NUMBER 1127141045;

THENCE EASTERLY, SOUTHERLY AND EASTERLY ALONG THE RIGHT OF WAY OF 159TH STREET, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 300 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ALSO THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE

EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILE APRIL 8, 1971 AS DOCUMENT NUMBER LR2551034, A

DISTANCE OF 183.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE WEST 180.00 FEET ALONG LAST SAID SOUTH LINE; THENCE SOUTH 5.00 FEET; THENCE WEST 200.00 FEET ALONG A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 159TH STREET; THENCE NORTH 5.00 FEET; THENCE WEST 307.62 FEET ALONG THE SOUTH LINE OF SAID 159TH STREET; THENCE SOUTH 1050.00 FEET ON A LINE NORMAL TO SAID SOUTH LINE OF 159TH STREET; THENCE EAST 845.55 FEET TO THE WEST RIGHT OF WAY LINE OF OAK PARK AVENUE (WHICH IS 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION); THENCE NORTH ALONG LAST SAID WEST LINE 355.45 FEET TO A POINT 694.55 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF 159TH STREET; THENCE WEST 17.00 FEET; THENCE NORTH 555.63 FEET; THENCE WEST 133.00 FEET; THENCE NORTH 139.68 FEET TO THE SOUTH LINE OF 159TH STREET AND THE POINT OF BEGINNING, TO THE SOUTHWEST CORNER THEREOF AND ALSO THE SOUTHEAST CORNER OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED

JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED JULY 8, 1932 AS DOCUMENT NUMBER 11113021 AND RATIFICATION THEREOF FILED APRIL 8, 1971 AS DOCUMENT LR 2551034 AND THE LINE BETWEEN THE EAST HALF AND THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE WEST 117.55 FEET ALONG SAID SOUTH RIGHT OF WAY LINE 1094 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 1050 FEET ON LAST SAID LINE; THENCE EAST 451.56 FEET ON A LINE 1050 FEET SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 1050 FEET TO SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 339.11 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 339.11 FEET ON LAST SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING, TO THE WESTERN MOST NORTHWEST CORNER OF OUTLOT C IN DUN RAVEN PLACE PHASE II AS PER PLAT THEREOF RECORDED SEPTEMBER 28, 2001 AS DOCUMENT NUMBER 0010908493;

THENCE SOUTHWESTERLY TO A POINT OF TANGENCY IN THE NORTH LINE OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216 BEING THE WESTERLY TERMINUS OF AN ARC HAVING A RADIUS OF 192.00 FEET AND AN ARC LENGTH OF 300.13 FEET;

THENCE WESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY LIMITS OF OUTLOT D IN DUNRAVEN PLACE AS PER PLAT THEREOF RECORDED AUGUST 30, 1999 AS DOCUMENT NUMBER 99827216, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE AND THE SOUTH LINE OF PARCEL OF LAND DESCRIBED AS FOLLOWS: THAT PART

OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 3 THROUGH A POINT IN THE WEST LINE OF SAID LOT 3 WHICH POINT IS 352.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG SAID WEST LINE ALL IN CENTENNIAL OFFICE PARK AS PER PLAT THEREOF RECORDED OCTOBER 5, 1988 AS DOCUMENT NUMBER 88458264, TO THE WEST LINE OF SAID LOT 3, ALSO THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067;

THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION AS PER PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, ALSO THE WEST LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WESTERLY LINE OF CENTENNIAL DRIVE AS DEDICATED BY INSTRUMENT RECORDED JULY 9, 1980 AS DOCUMENT NUMBER 25509385;

THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF CENTENNIAL SUBDIVISION UNIT NO. 1 AS PER PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT NUMBER 27155558, TO THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHERLY ON THE WEST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE NORTHEASTERLY ALONG THE SOUTHEAST LINE OF PARCEL 4 IN FINAL PLAT OF MEADOW MEWS PHASE ONE PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378525 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC) AND THE SOUTHEAST

LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE

SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC);

THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF PARCEL 14 IN FINAL PLAT OF MEADOW MEWS PHASE TWO PUD AS PER PLAT THEREOF RECORDED MAY 19, 1993 AS DOCUMENT NUMBER 93378524 (RECORDING INFORMATION BASED UPON 2019 TAX MAP FOR COOK COUNTY, ILLINOIS BECAUSE OF CLOSURE OF COOK COUNTY RECORDER'S OFFICE DUE TO COVID-19 PANDEMIC), TO THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54 SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING;

THENCE EASTERLY ALONG THE NORTH LINE OF PARCEL OF LAND BEING PART OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19; THENCE NORTH 89 DEGREES 43 MINUTES WEST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 585 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 258.72 FEET, AN ARC DISTANCE OF 101.52 FEET AND A CHORD BEARING OF SOUTH 79 DEGREES 02 MINUTES 33 SECONDS WEST; THENCE NORTH 68 DEGREES 24 MINUTES 11 SECONDS WEST 79.57 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 54 SECONDS EAST 533 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES EAST 755.40 FEET, TO THE EAST LINE OF SAID WEST HALF OF SECTION 19; THENCE SOUTH 00 DEGREES 03 MINUTES 54

SECONDS EAST 542.27 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, TO THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 1, THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 AND THE NORTH LINE OF LOT 2 ALL IN WARTHEN'S RESUBDIVISION AS PER PLAT THEREOF RECORDED SEPTEMBER 4, 1975 AS DOCUMENT NUMBER 23210202, TO THE SOUTH LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH LINE, SOUTHEAST LINE AND EAST LINE OF BREMEN TOWN DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHWESTERLY ALONG THE SOUTHWEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778, TO THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778;

THENCE NORTHERLY ALONG THE WEST LINE OF BREMEN TOWNE DRIVE AS HERETOFORE DEDICATED IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND FILED AS LR2419778 TO THE NORTH LINE OF LOT 16 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 16 AND THE NORTH LINE OF LOT 15 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS

PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF LOT 17, AND THE EAST LINE OF LOT 17 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE SOUTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY, WESTERLY, NORTHERLY, EASTERLY AND NORTHERLY ALONG THE EASTERN LIMITS OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTHEAST CORNER OF LOT 18 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH LINE OF LOT 18, THE NORTH LINE OF LOT 19, THE NORTH LINE OF LOT 20, THE NORTH LINE OF LOT 21 AND THE NORTH LINE OF LOT 26 ALL IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE NORTHERLY ALONG THE EAST LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE NORTH LINE OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252;

THENCE WESTERLY ALONG THE NORTH OF LOT 27 IN BREMEN WOODE SUBDIVISION AS PER PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT NUMBER T3056252, TO THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG THE WEST LINE OF PARCEL OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST

OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 43 MINUTES EAST (BEARINGS ASSUMED FOR PURPOSES OF THIS PARCEL ONLY) 908 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES EAST 258.81 FEET ALONG SAID NORTH LINE; THENCE SOUTH 657.03 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST 244.05 FEET; THENCE NORTH 116.32 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 15 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 542 FEET TO THE POINT OF BEGINNING, TO THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

THENCE WESTERLY ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TO THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222;

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE SOUTH LINE OF 163RD STREET AS DEDICATED BY PLAT OF DEDICATION RECORDED APRIL 15, 1976 AS DOCUMENT NUMBER 23453671 AND T2864222, TO THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020;

THENCE SOUTHERLY ALONG THE EAST LINE OF HARLEM AVENUE EXISTING AS OF MAY 25, 2020, TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157;

THENCE WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 1 AND THE SOUTH LINE OF LOT 1 IN SUPER-K SUBDIVISION AS PER PLAT THEREOF RECORDED MARCH 20, 1991 AS DOCUMENT NUMBER 97195157, TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE THE FOLLOWING DESCRIBED PARCELS OF LAND:

LOT 83 THROUGH LOT 89 (BOTH INCLUSIVE) IN BREMEN TOWNE UNIT NO. 1 AS PER PLAT THEREOF RECORDED NOVEMBER 4, 1968 AS DOCUMENT NUMBER 20666550 AND T2419778.

ALSO,

LOT 1 THROUGH LOT 12 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE I AS PER PLAT THEREOF RECORDED DECEMBER 21, 1990 AS DOCUMENT NUMBER 90619247.

ALSO,

LOT 1 THROUGH LOT 5 (BOTH INCLUSIVE) IN BREMENTOWNE PARK TOWNHOUSE RESUBDIVISION PHASE II AS PER PLAT THEREOF RECORDED OCTOBER 28, 1993 AS DOCUMENT NUMBER 93870509.

Map of Redevelopment Project Area



EXHIBIT B**Legal Description and Map of Property****PARCEL 1:**

LOTS 3 AND 4 IN SUPER-K SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 THROUGH 11, IN PARK PLACE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC, AS CREATED IN THE SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED JUNE 21, 1991 AS DOCUMENT 91303346, UPON AND ACROSS THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS AND SERVICE DRIVES AS LOCATED WITHIN THE "COMMON AREAS", AS COMMON AREAS ARE DEFINED IN SAID AGREEMENT, EXCEPTING THEREFROM THAT PORTION FALLING WITHIN ABOVE DESCRIBED PARCEL 1.

PIN(S): 27-24-202-020-0000; 27-24-202-020-0000

COMMONLY KNOWN AS: 16300 South Harlem Avenue
Tinley Park, Illinois

EXHIBIT C
Project Plans

EXHIBIT D
Project & Redevelopment Budgets

DETAILED BUDGET	
Land Acquisition:	\$ 5,000,000
Soft Costs/Fees:	
Construction Documents	\$ 317,000
Design Schematic	\$ 127,624
Entitlements	\$ 30,876
Legal/Accounting	\$ 158,500
Commissions	\$ 245,000
Total Soft Cost/Fees	\$ 879,000
Hard Construction Costs:	
Excavation/Sitework/Demo	\$ 1,800,000
Steel	\$ 2,200,000
Concrete/Paving (core/shell)	\$ 700,000
Masonry	\$ 1,600,000
Roof/Metal Panel	\$ 1,250,000
Electrical (core/shell)	\$ 450,000
Mechanical (Sewer and Water)	\$ 2,500,000
Carpentry (core/shell)	\$ 325,000
General Requirements	\$ 100,000
Distribution Center	\$ 3,500,000
Additional Tenants	\$ 4,500,000
Tenant Improvements Build Out:	
Concrete/Paving	\$ 300,000
Electrical	\$ 1,750,000
Carpentry	\$ 325,000
Tile	\$ 20,000
Wood	\$ 1,200,000
Signage	\$ 300,000
Paint	\$ 75,000
Fire Protection	\$ 225,000
Plumbing	\$ 200,000
Landscaping and Irrigation	\$ 400,000
Furniture, Fixture, & Equipment:	
Carpeting	\$ 5,000
Door	\$ 45,000
Equipment	\$ 500,000
Equipment Cooking	\$ 100,000
HVAC	\$ 350,000
Interior Shelving	\$ 50,000
Lights and Fixtures	\$ 300,000
Refrigeration	\$ 2,400,000
Store Fixture	\$ 45,000
Dock Levelers	\$ 40,000
Pressure Washer	\$ 9,000
Compactor	\$ 35,000
Faucets	\$ 15,000
Steel Doors	\$ 30,000
Cart Corrals	\$ 15,000
Registers	\$ 240,000
Money Counters	\$ 5,000
Service Counters	\$ 35,000
Toilet Partitions	\$ 13,000
Cases/Refrigeration	\$ 2,500,000
Steel (Racks)	\$ 350,000
Total Hard Cost	\$ 30,802,000
Total Development Cost	\$ 36,681,000

EXHIBIT E**Form of Disclosure Affidavit**

State of Illinois)
) ss
 County of _____)

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

That I am over the age of eighteen and serve as the _____ of _____ (the "Developer").

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

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

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

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

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

Affiant: _____

Subscribed and Sworn to before me this _____ day of September, 2021.

 Notary Public

EXHIBIT F**Form of Certificate of Expenditure**

Date: _____, 2021

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

Re: 163RD & HARLEM LLC ("Developer") \$_____ Incremental Tax Reimbursement

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

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

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

163RD & HARLEM LLC

By: _____

Name: _____

Title: _____

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-068, "A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) REDEVELOPMENT AGREEMENT WITHIN THE 159TH AND HARLEM TIF DISTRICT BETWEEN THE VILLAGE OF TINLEY PARK AND 163RD & HARLEM, LLC FOR PROPERTY AT 16300 S. HARLEM AVENUE" which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 20th day of July, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 20th day of July, 2021.


VILLAGE CLERK

**CONTRACT AND DOCUMENT APPROVAL CHECKLIST**

Ordinance/Resolution No: _____

Exhibits Attached: Yes _____ No _____

Contracting Party/Vendor: _____

Contract Contact Info: _____

Bid Opening Date (If applicable): _____

Mylar (Rcvd by Clerk's Office): Y / N – Date Sent for Recording: _____ Date Recorded: _____

Certificates of Insurance Received: Yes _____ No _____

Contract Expiration: Date: _____

Signature of Contracting Party received: Yes _____ Date: _____

Staff Review Date: _____ Approved Via: _____ By: _____

Attorney Review: Date: _____ Approved Via: _____ By: _____

Village Manager Review: Date: _____ Approved Via: _____ By: _____

Committee Review Date: _____ Committee Type: _____

Committee Approval Date: _____ Committee Type: _____

Village Board Meeting: Date: _____

Village Board Approval: Date: _____ Approved: _____ Denied: _____

Notes:



Interoffice Memo

Date: January 9, 2023

To: John Urbanski, Public Works Director

From: Joe Fitzpatrick, Water & Sewer Superintendent

Subject: Sanitary Sewer Rehabilitation Program

Presented for Committee of the Whole and Village Board consideration and action.

Description: This project consists of cured-in-place pipe (CIPP) lining of approximately thirty-three hundred (3,300) linear feet of 8" sanitary sewer and epoxy lining eight hundred sixty (860) vertical feet of sanitary sewer structures. The project will take place in the Tinley Heights subdivision between 167th Street and 170th Place, Harlem Avenue to Oleander Avenue.

Background: Reports for the previous year's smoke testing and manhole inspection project, showed the Tinley Heights subdivision has noticeable amounts of inflow and infiltration. Lining the pipes and manholes will prevent inflow and infiltration of any ground water into the sanitary sewer system. Lining the manholes also helps prevent hydrogen sulfide gases from deteriorating the concrete. The sanitary sewers will be cleaned and televised prior to being lined using the cured-in-place pipe lining method. The sewers will be re-televised to ensure all sanitary sewer services to homes and/or businesses have been re-instated. This project coincides with the Inflow and Infiltration Control Program (IICP) established by MWRD.

The following bids were received at the bid opening held on December 20, 2022 with the Deputy Clerk, consulting engineer, and Water & Sewer Superintendent present. The project was presented to bidders as a base bid plus three alternates. The bids shown are for the base bid plus alternates 2 and 3.

<u>Contractor:</u>	<u>Bid Amount:</u>
Structured Solutions	\$513,610
Hoerr Construction	\$593,936
KIM Construction	\$641,940
Benchmark Construction	\$645,500
National Power Rodding	\$1,886,050
 Budget Available	 \$500,000
Contract Amount	\$513,610
Difference – Over Budget	\$13,610

Budget/ Finance: Funding in the amount of \$500,000 is available in the FY2023 Capital Budget. Each bid amount includes contingency in the amount of \$45,000, which is not expected to be used. If needed, funding is available from previous projects that came in under budget.

Staff Direction Request: Approve awarding the contract for sanitary sewer rehabilitation program to Structured Solutions in the amount \$513,610.

Attachments:

- 1) Bid Tab with Engineer's Estimate.
- 2) Engineer's Letter of Recommendation.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2022-R-003

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND STRUCTURED SOLUTION FOR SANITARY SEWER REHABILITATION
PROGRAM**

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

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

RESOLUTION NO. 2022-R-003**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STRUCTURED SOLUTION FOR SANITARY SEWER REHABILITATION PROGRAM**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Structured Solutions, 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 17th day of January, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 17th day of January, 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STRUCTURED SOLUTION FOR SANITARY SEWER REHABILITATION PROGRAM

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-003, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STRUCTURED SOLUTIONS FOR SANITARY SEWER REHABILITATION PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 17, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of January, 2023.

VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and Structured Solutions (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Five Hundred Thirteen Thousand Six Hundred Ten and 00/100 Dollars (\$513,610.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue:

Yes [] No []

Describe supporting documentation attached (if “No,” explain):

Registered with Illinois Department of Employment Security:

Yes [] No []

Describe supporting documentation attached (if “No,” explain):

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years

Yes [] No []

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

Yes [] No []

Employee Classification

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A [] Yes [] No []

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes [] No []

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Contractor (please print)

Submitted by (signature)

Title**Certificate of Compliance with Illinois Human Rights Act**

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Contractor (please print)

Submitted by (signature)

Title**Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act**

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance **No. 2019-O-079**

Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

CONTRACTOR NAME

BY:_____

Date

Printed Name:_____

Title:_____

VILLAGE OF TINLEY PARK

BY:_____

Date

Michael W. Glotz, Village President

(required if Contract is \$20,000 or more)

ATTEST:

Date

Village Clerk

(required if Contract is \$20,000 or more)

VILLAGE OF TINLEY PARK

BY:_____

Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for the Sanitary Sewer Rehabilitation Program as detailed below:

This work consists of epoxy manhole lining and cured-in-place pipe lining of various diameters. The project shall also include all sewer cleaning and televising, bypass pumping and all collateral work necessary to complete the work as specified.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A

Subcontractors who will Perform Work on the Project

[illegible]

[illegible]

[illegible]

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

Christopher B. Burke Engineering, Ltd.
 16221 W. 159th Street, Suite 201
 Lockport, Illinois 60441

VILLAGE OF TINLEY PARK
 2023 SANITARY SYSTEM REHABILITATION PROGRAM
 (CBBEL PROJECT NO. 160373.00002)

BID SUMMARY
 BID OPENING DATE: DECEMBER 20, 2022

	BIDDER	BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3
	ENGINEER'S ESTIMATE	\$ 287,500.00	\$ 175,000.00	\$ 156,000.00	\$ 225,150.00
1	STRUCTURED SOLUTIONS	\$ 236,250.00	\$ 141,950.00	\$ 90,785.00	\$ 186,575.00
2	KIM CONSTRUCTION	\$ 337,000.00	\$ 204,000.00	\$ 136,450.00	\$ 168,490.00
3	HOERR CONSTRUCTION	\$ 349,250.00	\$ 156,750.00	\$ 85,600.00	\$ 159,086.00
4	BENCHMARK CONSTRUCTION	\$ 353,500.00	\$ 208,500.00	\$ 108,500.00	\$ 183,500.00
5	NATIONAL POWER RODDING	\$ 727,500.00	\$ 465,000.00	\$ 713,750.00	\$ 444,800.00

Christopher B. Burke Engineering, Ltd.
16221 W. 159th Street, Suite 201
Lockport, Illinois 60441

VILLAGE OF TINLEY PARK
2023 SANITARY SYSTEM REHABILITATION PROGRAM
(CBBEL JOB 160373.00002)

BID TABULATION
BID OPENING DATE: DECEMBER 20, 2022

BASE BID				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	EPOXY SANITARY MANHOLE LINING	V FOOT	750	\$ 350.00	\$ 262,500.00	\$ 291.00	\$ 218,250.00	\$ 420.00	\$ 315,000.00	\$ 445.00	\$ 333,750.00	\$ 450.00	\$ 337,500.00	\$ 750.00	\$ 562,500.00
2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 150,000.00	\$ 150,000.00
3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
BASE BID TOTAL =				\$ 287,500.00		TOTAL =	\$ 236,250.00	TOTAL =	\$ 337,000.00	TOTAL =	\$ 349,250.00	TOTAL =	\$ 353,500.00	TOTAL =	\$ 727,500.00

ALTERNATE 1				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1-1	EPOXY SANITARY MANHOLE LINING	V FOOT	450	\$ 350.00	\$ 157,500.00	\$ 291.00	\$ 130,950.00	\$ 420.00	\$ 189,000.00	\$ 325.00	\$ 146,250.00	\$ 440.00	\$ 198,000.00	\$ 900.00	\$ 405,000.00
A1-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 50,000.00	\$ 50,000.00
A1-3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
ALTERNATE 1 TOTAL =				\$ 175,000.00		TOTAL =	\$ 141,950.00	TOTAL =	\$ 204,000.00	TOTAL =	\$ 156,750.00	TOTAL =	\$ 208,500.00	TOTAL =	\$ 465,000.00

ALTERNATE 2				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A2-1	EPOXY SANITARY MANHOLE LINING	V FOOT	110	\$ 600.00	\$ 66,000.00	\$ 291.00	\$ 32,010.00	\$ 420.00	\$ 46,200.00	\$ 625.00	\$ 68,750.00	\$ 460.00	\$ 50,600.00	\$ 3,000.00	\$ 330,000.00
A2-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,400.00	\$ 2,400.00	\$ 200,000.00	\$ 200,000.00
A2-3	TEMPORARY CONSTRUCTION HAUL ROAD	SQ YD	1,350	\$ 50.00	\$ 67,500.00	\$ 26.50	\$ 35,775.00	\$ 55.00	\$ 74,250.00	\$ 1.00	\$ 1,350.00	\$ 30.00	\$ 40,500.00	\$ 125.00	\$ 168,750.00
A2-4	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 2 TOTAL =				\$ 156,000.00		TOTAL =	\$ 90,785.00	TOTAL =	\$ 136,450.00	TOTAL =	\$ 85,600.00	TOTAL =	\$ 108,500.00	TOTAL =	\$ 713,750.00

ALTERNATE 3				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A3-1	CURED-IN-PLACE SEWER LINING, 8"	FOOT	3235	\$ 55.00	\$ 177,925.00	\$ 45.00	\$ 145,575.00	\$ 40.00	\$ 129,400.00	\$ 38.00	\$ 122,930.00	\$ 43.00	\$ 139,105.00	\$ 95.00	\$ 307,325.00
A3-2	CURED-IN-PLACE SEWER LINING, 10"	FOOT	70	\$ 70.00	\$ 4,900.00	\$ 138.00	\$ 9,660.00	\$ 125.00	\$ 8,750.00	\$ 119.00	\$ 8,330.00	\$ 50.00	\$ 3,500.00	\$ 450.00	\$ 31,500.00
A3-3	LATERAL SERVICE CONNECTION REINSTATEMENT	EACH	90	\$ 150.00	\$ 13,500.00	\$ 115.00	\$ 10,350.00	\$ 110.00	\$ 9,900.00	\$ 100.00	\$ 9,000.00	\$ 150.00	\$ 13,500.00	\$ 500.00	\$ 45,000.00
A3-4	CUT PROTRUDING SERVICE CONNECTIONS	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 245.00	\$ 245.00	\$ 1,000.00	\$ 1,000.00
A3-5	SEWER CLEANING, HEAVY GRADE	FOOT	665	\$ 5.00	\$ 3,325.00	\$ 6.00	\$ 3,990.00	\$ 6.00	\$ 3,990.00	\$ 4.40	\$ 2,926.00	\$ 10.00	\$ 6,650.00	\$ 15.00	\$ 9,975.00
A3-6	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 35,000.00	\$ 35,000.00
A3-7	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 3 TOTAL =				\$ 225,150.00		TOTAL =	\$ 186,575.00	TOTAL =	\$ 168,490.00	TOTAL =	\$ 159,086.00	TOTAL =	\$ 183,500.00	TOTAL =	\$ 444,800.00

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

January 10, 2023

Village of Tinley Park
 Department of Public Works
 7980 W. 183rd Street
 Tinley Park, IL 60477

Attention: Joe Fitzpatrick
 Water & Sewer Superintendent

Subject: 2023 Sewer System Rehabilitation Program
Engineer's Award Recommendation
 (CBBEL Project No. 160373.00002)

Dear Mr. Fitzpatrick,

On Tuesday, December 20, 2022 at 10:00 a.m. bids were received and opened for the 2023 Sewer System Rehabilitation Program. Five bids were received for this project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the bid proposals and all documents were in compliance with Village requirements. The project consisted of a Base Bid and three Bid Alternates. The Base Bid consisted of approximately 750 vertical feet (VF) of epoxy manhole lining, Alternate 1 consisted of approximately 450 VF of epoxy manhole lining, Alternate 2 consisted of approximately 110 VF of epoxy lining and Alternate 3 consisted of approximately 3,305 linear feet of cured-in-place pipe (CIPP) lining. The bid results have been reviewed and are tabulated below:

CONTRACTOR	BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3	BASE BID + ALT. 2 & 3
Engineer's Estimate	\$287,500.00	\$175,000.00	\$156,000.00	\$255,150.00	\$698,650.00
Structured Solutions	\$236,250.00	\$141,950.00	\$90,785.00	\$186,575.00	\$513,610.00
Kim Construction Company	\$337,000.00	\$204,000.00	\$136,450.00	\$168,490.00	\$641,940.00
Hoerr Construction	\$349,250.00	\$156,750.00	\$85,600.00	\$159,086.00	\$593,936.00
Benchmark Construction	\$353,500.00	\$208,500.00	\$108,500.00	\$183,500.00	\$645,500.00
National Power Rodding Corp	\$727,500.00	\$465,000.00	\$713,750.00	\$444,800.00	\$1,886,050.00

It is CBBEL's understanding that the Village would like to award the Base Bid, Alternate 2, and Alternate 3. Alternate 1 will not be awarded. Structured Solutions LLC is the low bidder for the combination of the Base Bid plus Alternate 2 and Alternate 3 with a total bid amount of \$513,610.00. We have reviewed Structured Solutions' bid document and find it to be in order. CBBEL has contacted references and determined Structure Solutions has successfully completed projects of similar size and scope for other area municipalities and is capable of completing this project.

Therefore, we recommend awarding the 2023 Sewer System Rehabilitation Program to Structured Solutions LLC in the amount of \$513,610.00. The bid tabulation is enclosed for your reference. If you have any questions, please do not hesitate to contact me.

Sincerely,



Alex Schaefer, PE
Project Manager

Enclosure as Noted

cc: Ken Howard – Tinley Park

Christopher B. Burke Engineering, Ltd.
 16221 W. 159th Street, Suite 201
 Lockport, Illinois 60441

VILLAGE OF TINLEY PARK
 2023 SANITARY SYSTEM REHABILITATION PROGRAM
 (CBBEL PROJECT NO. 160373.00002)

BID SUMMARY
 BID OPENING DATE: DECEMBER 20, 2022

	BIDDER	BASE BID	ALTERNATE 1	ALTERNATE 2	ALTERNATE 3
	ENGINEER'S ESTIMATE	\$ 287,500.00	\$ 175,000.00	\$ 156,000.00	\$ 225,150.00
1	STRUCTURED SOLUTIONS	\$ 236,250.00	\$ 141,950.00	\$ 90,785.00	\$ 186,575.00
2	KIM CONSTRUCTION	\$ 337,000.00	\$ 204,000.00	\$ 136,450.00	\$ 168,490.00
3	HOERR CONSTRUCTION	\$ 349,250.00	\$ 156,750.00	\$ 85,600.00	\$ 159,086.00
4	BENCHMARK CONSTRUCTION	\$ 353,500.00	\$ 208,500.00	\$ 108,500.00	\$ 183,500.00
5	NATIONAL POWER RODDING	\$ 727,500.00	\$ 465,000.00	\$ 713,750.00	\$ 444,800.00

Christopher B. Burke Engineering, Ltd.
16221 W. 159th Street, Suite 201
Lockport, Illinois 60441

VILLAGE OF TINLEY PARK
2023 SANITARY SYSTEM REHABILITATION PROGRAM
(CBBEL JOB 160373.00002)

BID TABULATION
BID OPENING DATE: DECEMBER 20, 2022

BASE BID				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	EPOXY SANITARY MANHOLE LINING	V FOOT	750	\$ 350.00	\$ 262,500.00	\$ 291.00	\$ 218,250.00	\$ 420.00	\$ 315,000.00	\$ 445.00	\$ 333,750.00	\$ 450.00	\$ 337,500.00	\$ 750.00	\$ 562,500.00
2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 150,000.00	\$ 150,000.00
3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
BASE BID TOTAL =				\$ 287,500.00		TOTAL =	\$ 236,250.00	TOTAL =	\$ 337,000.00	TOTAL =	\$ 349,250.00	TOTAL =	\$ 353,500.00	TOTAL =	\$ 727,500.00

ALTERNATE 1				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1-1	EPOXY SANITARY MANHOLE LINING	V FOOT	450	\$ 350.00	\$ 157,500.00	\$ 291.00	\$ 130,950.00	\$ 420.00	\$ 189,000.00	\$ 325.00	\$ 146,250.00	\$ 440.00	\$ 198,000.00	\$ 900.00	\$ 405,000.00
A1-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 50,000.00	\$ 50,000.00
A1-3	ITEMS AS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
ALTERNATE 1 TOTAL =				\$ 175,000.00		TOTAL =	\$ 141,950.00	TOTAL =	\$ 204,000.00	TOTAL =	\$ 156,750.00	TOTAL =	\$ 208,500.00	TOTAL =	\$ 465,000.00

ALTERNATE 2				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A2-1	EPOXY SANITARY MANHOLE LINING	V FOOT	110	\$ 600.00	\$ 66,000.00	\$ 291.00	\$ 32,010.00	\$ 420.00	\$ 46,200.00	\$ 625.00	\$ 68,750.00	\$ 460.00	\$ 50,600.00	\$ 3,000.00	\$ 330,000.00
A2-2	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 2,400.00	\$ 2,400.00	\$ 200,000.00	\$ 200,000.00
A2-3	TEMPORARY CONSTRUCTION HAUL ROAD	SQ YD	1,350	\$ 50.00	\$ 67,500.00	\$ 26.50	\$ 35,775.00	\$ 55.00	\$ 74,250.00	\$ 1.00	\$ 1,350.00	\$ 30.00	\$ 40,500.00	\$ 125.00	\$ 168,750.00
A2-4	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 2 TOTAL =				\$ 156,000.00		TOTAL =	\$ 90,785.00	TOTAL =	\$ 136,450.00	TOTAL =	\$ 85,600.00	TOTAL =	\$ 108,500.00	TOTAL =	\$ 713,750.00

ALTERNATE 3				ENGINEER'S ESTIMATE		STRUCTURED SOLUTIONS		KIM CONSTRUCTION		HOERR CONSTRUCTION		BENCHMARK CONSTRUCTION		NATIONAL POWER RODDING	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A3-1	CURED-IN-PLACE SEWER LINING, 8"	FOOT	3235	\$ 55.00	\$ 177,925.00	\$ 45.00	\$ 145,575.00	\$ 40.00	\$ 129,400.00	\$ 38.00	\$ 122,930.00	\$ 43.00	\$ 139,105.00	\$ 95.00	\$ 307,325.00
A3-2	CURED-IN-PLACE SEWER LINING, 10"	FOOT	70	\$ 70.00	\$ 4,900.00	\$ 138.00	\$ 9,660.00	\$ 125.00	\$ 8,750.00	\$ 119.00	\$ 8,330.00	\$ 50.00	\$ 3,500.00	\$ 450.00	\$ 31,500.00
A3-3	LATERAL SERVICE CONNECTION REINSTATEMENT	EACH	90	\$ 150.00	\$ 13,500.00	\$ 115.00	\$ 10,350.00	\$ 110.00	\$ 9,900.00	\$ 100.00	\$ 9,000.00	\$ 150.00	\$ 13,500.00	\$ 500.00	\$ 45,000.00
A3-4	CUT PROTRUDING SERVICE CONNECTIONS	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 245.00	\$ 245.00	\$ 1,000.00	\$ 1,000.00
A3-5	SEWER CLEANING, HEAVY GRADE	FOOT	665	\$ 5.00	\$ 3,325.00	\$ 6.00	\$ 3,990.00	\$ 6.00	\$ 3,990.00	\$ 4.40	\$ 2,926.00	\$ 10.00	\$ 6,650.00	\$ 15.00	\$ 9,975.00
A3-6	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 35,000.00	\$ 35,000.00
A3-7	ITEMS AS ORDERED BY THE ENGINEER	UNIT	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
ALTERNATE 3 TOTAL =				\$ 225,150.00		TOTAL =	\$ 186,575.00	TOTAL =	\$ 168,490.00	TOTAL =	\$ 159,086.00	TOTAL =	\$ 183,500.00	TOTAL =	\$ 444,800.00



Interoffice Memo

Date: January 10, 2023

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: LED Street Lighting Replacement - Odyssey Project Award

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action.

Scope of Work: Staff is requesting authorization to replace and upgrade the streetlight poles, fixtures, and infrastructure in the Odyssey Golf Club Subdivision. All the streets within the subdivision were dedicated as private roads when the subdivision was initially built, but the installed streetlights and infrastructure does not meet our Village Standards. Currently, Public Works maintains the outdated streetlights which are no longer manufactured. Public Works has been upgrading existing High-Pressure Sodium/Metal Halide/Mercury streetlights to LED streetlights throughout the Village since FY2017 and for this phase staff recommends all of the streetlights and infrastructure in the Odyssey Golf Club Subdivision be upgraded as well.

Description: Due to deficits of the existing infrastructure, purchase will also consist of all applicable labor and materials to replace streetlight poles, and fixtures. Two (2) bids were opened and read publicly on Wednesday, December 7th, 2022, at 10:01AM by the Deputy Clerk with the Facilities Superintendent and Christopher Burke Engineering present and received as follows:

<u>Contractor</u>	<u>As Read & Calculated Bid</u>
Utility Dynamics Corp., Oswego, IL	\$753,113
H & H Electric, Franklin Park, IL	\$810,629

Collected bids came in higher than expected due to surges in material pricing because of the COVID-19 ramifications. Staff recommends the Board award this project based on luminaire, streetlight poles, and unit duct line items which have long lead times and may be subject to price increases if not ordered in the near future. Staff has requested additional funds in the FY2024 Budget to pay for the construction phase of this project. Staff will submit a follow up memo in the next budget year to complete the balance of the project line items.

Budget / Finance FY2023: Funding is available in the approved FY23 Capital Project Budget.

Budget Available	\$560,000
FY2023 Material Costs	\$553,418
Difference – Under Budget	\$6,582

Staff Direction Request: Approve contract with Utility Dynamics Corp, of Oswego, IL for the LED Street Lighting Replacement - Odyssey Project as indicated above in the amount of \$553,418.

Attachments:

1. Christopher Burke Engineering Letter of Recommendation.
2. Bid Tabulation.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2023-R-004

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND UTILITY DYNAMICS CORPORATION FOR THE LED STREET LIGHTING
REPLACEMENT - ODYSSEY PROJECT**

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

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

RESOLUTION NO. 2023-R-004**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND UTILITY DYNAMICS CORPORATION FOR THE LED STREET LIGHTING
REPLACEMENT - ODYSSEY PROJECT**

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

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

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

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

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

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

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

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

ADOPTED this January day of 17th, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this January day of 17th 2023, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

UTILITY DYNAMICS CORPORATION AGREEMENT LED STREET LIGHTING REPLACEMENT - ODYSSEY PROJECT

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-004, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND UTILITY DYNAMICS CORPORATION FOR THE LED STREET LIGHTING REPLACEMENT - ODYSSEY PROJECT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January day of 17th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this January day of 17th, 2023.

VILLAGE CLERK

VILLAGE OF TINLEY PARK**SERVICE CONTRACT**

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Utility Dynamics Corp.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Five Hundred and Fifty Three Thousand, Four Hundred Eighteen and 10/100 Dollars (\$53,418)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR**Affidavit of Compliance**

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned _____, as _____ and on behalf
(Name) (Title)
of John Burns Construction having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership ☐ LLC
☐ Corporation ☐ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Authorized to do business in the State of Illinois: Yes [] No []

Describe supporting documentation attached: _____

Federal Employer I.D. #: _____

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue:

Yes [] No []

Describe supporting documentation attached (if “No,” explain):

Registered with Illinois Department of Employment Security:

Yes [] No []

Describe supporting documentation attached (if “No,” explain):

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years

Yes [] No []

“No” means “not applicable.” If “yes,” describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

Yes [] No []

Employee Classification

Contractor’s employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B).

N/A [] Yes [] No []

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes [] No []

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Utility Dynamics Corp.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Utility Dynamics Corp.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Utility Dynamics Corp.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Utility Dynamics Corp.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Utility Dynamics Corp.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Utility Dynamics Corp.
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance **No. 2019-O-079**

Utility Dynamics Corp.
Name of Contractor (please print)

Submitted by (signature)

Title

[Signature Page to Follow]

Utility Dynamics Corp.

BY:_____

Date

Printed Name:_____

Title:_____

VILLAGE OF TINLEY PARK

BY:_____

Date

Michael W. Glotz, Village President

(required if Contract is \$20,000 or more)

ATTEST:

Date

Village Clerk

(required if Contract is \$20,000 or more)

VILLAGE OF TINLEY PARK

BY:_____

Date

Village Manager

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Odyssey Project as detailed in:

- **Christopher Burke Engineering Letter of Recommendation**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A

Subcontractors who will Perform Work on the Project

[illegible]

[illegible]

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 9, 2023

Village of Tinley Park
16250 South Oak Park Ave
Tinley Park, IL 60477

Attention: Mr. Terry Lusby

Subject: Bid Evaluation and Recommendation
Odyssey Club Subdivision LED Street Lighting Replacement
Village of Tinley Park
(CBBEL Project No. 160373.0003D)

Dear Mr. Lusby:

Two bids for the subject project were received and opened on December 7, 2022, shortly after 10:00 a.m. in Village Hall. The two bids are summarized below and all bids tabulated in detail on the attached spreadsheet.

COMPANY	Base Bid Total
UTILITY DYNAMICS CORP.	\$ 753,113.51
H & H ELECTRIC CO.	\$ 810,629.92
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$ 781,550.00</i>

Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications and acknowledged/incorporated Addendum Nos. 1 and 2 in their respective bids. We believe that the two bidders are qualified to perform the work.
2. There were no bid conditions listed in the Exceptions and Deviations section of the Bid Form for any of the bidders.
3. Christopher B. Burke Engineering, Ltd. (CBBEL) recommends that the Village award a contract in the amount of \$553,418.00 to Utility Dynamics Corporation of Oswego, Illinois for the subject project. Utility Dynamics Corporation has provided the lowest bid and is considered qualified to perform the work. This amount (\$553,418.00) represents the luminaire, pole and unit duct line items which have long lead times and may be subject to price increases if not ordered right away.

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

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" and last name "Caruso" being more prominent than the middle initial "P.".

John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/pjb

N:\TINLEYPARK\160373\160373.00003D\Admin\L1.010923.docx



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W. Higgins Road, Suite 600

Rosemont, Illinois 60018

VILLAGE OF TINLEY PARK

ODYSSEY CLUB SUBDIVISION LED STREET LIGHTING REPLACEMENT

CBBEL PROJECT NO. 01.R160373.00003D

BID TABULATION

**ENGINEER'S OPINION OF
PROBABLE
CONSTRUCTION COST**

**UTILITY DYNAMICS CORP.
23 COMMERCE DR.
OSWEGO, IL 60543**

**H&H ELECTRIC CO.
2830 COMMERCE ST.
FRANKLIN PARK, IL 60131**

Item No.	Item Description	Unit	Quantity	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
01 50 00/01	TRAFFIC CONTROL AND PROTECTION, STD. 701301	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,080.00	\$ 1,080.00	\$ 4,873.39	\$ 4,873.39
01 50 00/02	TRAFFIC CONTROL AND PROTECTION, STD. 701427	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 2,240.00	\$ 2,240.00	\$ 54.76	\$ 54.76
26 56 00/01	LED ROADWAY LUMINAIRE, BLACK, 120 WATT	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,112.00	\$ 1,112.00	\$ 1,094.80	\$ 1,094.80
26 56 00/02	LED DECORATIVE LUMINAIRE, ACORN, 59 WATT	EACH	51	\$ 3,500.00	\$ 178,500.00	\$ 3,794.00	\$ 193,494.00	\$ 3,855.60	\$ 196,635.60
26 56 00/03	LED DECORATIVE POLE, BLACK	EACH	51	\$ 3,800.00	\$ 193,800.00	\$ 3,412.00	\$ 174,012.00	\$ 5,322.66	\$ 271,455.66
26 56 00/04	LED DECORATIVE LUMINAIRE, ACORN, 59 WATT, FURNISH AND DELIVER TO VILLAGE	EACH	5	\$ 3,500.00	\$ 17,500.00	\$ 3,615.00	\$ 18,075.00	\$ 3,855.60	\$ 19,278.00
26 56 42/01	FUSE KITS AND WIRE SPLICING MATERIALS	EACH	51	\$ 150.00	\$ 7,650.00	\$ 0.01	\$ 0.51	\$ 113.07	\$ 5,766.57
81603037	UNIT DUCT, 1 1/4" DIA., 3/C #6	FOOT	15,400	\$ 11.00	\$ 169,400.00	\$ 12.00	\$ 184,800.00	\$ 10.13	\$ 156,002.00
82500310	LIGHTING CONTROLLER, PAD MOUNT, 240V, 60A	EACH	5	\$ 15,000.00	\$ 75,000.00	\$ 12,000.00	\$ 60,000.00	\$ 13,042.24	\$ 65,211.20
83600100	LIGHT POLE FOUNDATION, 18" DIA.	FOOT	306	\$ 200.00	\$ 61,200.00	\$ 170.00	\$ 52,020.00	\$ 170.08	\$ 52,044.48
84200600	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	51	\$ 500.00	\$ 25,500.00	\$ 435.00	\$ 22,185.00	\$ 219.03	\$ 11,170.53
84200804	REMOVAL OF POLE FOUNDATION	EACH	51	\$ 500.00	\$ 25,500.00	\$ 345.00	\$ 17,595.00	\$ 269.27	\$ 13,732.77
84500110	REMOVE EXISTING LIGHTING CONTROLLER	EACH	5	\$ 500.00	\$ 2,500.00	\$ 1,200.00	\$ 6,000.00	\$ 339.75	\$ 1,698.75
	REESTABLISH ELECTRIC SERVICE CONNECTIONS	EACH	5	\$ 1,000.00	\$ 5,000.00	\$ 1,300.00	\$ 6,500.00	\$ 1,017.98	\$ 5,089.90
	BONDS AND INSURANCE	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 14,000.00	\$ 6,521.51	\$ 6,521.51
TOTAL COST					\$ 781,550.00		\$ 753,113.51		\$ 810,629.92

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

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