

8:00 P.M. CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL

**ITEM #1**

**SUBJECT:** CONSIDER APPROVAL OF AGENDA

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

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

**SUBJECT:** CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON AUGUST 18, 2015.

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

**COMMENTS:** \_\_\_\_\_  
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**ITEM #3**

**SUBJECT:** CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SUNDAY, SEPTEMBER 6, 2015, BETWEEN 8500 AND 8512 ON BARON CT. FROM 12 NOON TO 10:00 P.M.
- B. CONSIDER REQUEST FOR A BLOCK PARTY PERMIT ON SATURDAY, SEPTEMBER 12, 2015 BETWEEN 8036 AND 8101 KILLARNEY CT., FROM 3:00 P.M. TO 10:00 P.M.
- C. CONSIDER REQUEST FROM PAWS – TINLEY PARK, TO CONDUCT A RAFFLE THROUGH DECEMBER 20, 2015. WINNERS WILL BE DRAWN ON DECEMBER 20, 2015 AT PAWS, TINLEY PARK.
- D. CONSIDER REQUEST FROM THE AMERICAN CANCER SOCIETY TO CONDUCT A RAFFLE AT APPLE CHEVROLET THROUGH NOVEMBER 20, 2015. WINNERS WILL BE DRAWN ON FRIDAYS, SEPTEMBER THROUGH NOVEMBER 2015 AT APPLE CHEVROLET.
- E. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$619,402.02 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 21 AND AUGUST 28, 2015.

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

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

**SUBJECT:** CONSIDER ORDINANCE NUMBER 2015-O-041 GRANTING A SPECIAL USE PERMIT FOR A VETERINARY ANIMAL HOSPITAL AND KENNEL TO NATIONAL VETERINARY ASSOCIATES LOCATED AT 7613 W. 159<sup>TH</sup> STREET WITHIN THE B-3 (GENERAL BUSINESS AND COMMERCIAL) ZONING DISTRICT – **Trustee Vandenberg**

**ACTION:** Discussion: The Petitioner, National Veterinary Associates (NVA), seeks approval for an animal hospital and kennel in association with the existing Bremen Animal Hospital. The Bremen Animal Hospital has been operating from their location at 7613 W. 159<sup>th</sup> Street for over 46 years. Drs. Roger Hagenberg and Terry Becker, Veterinarians for the hospital, recently entered into a contract to sell their business to NVA. Per Section X.J.6 of the Village Zoning Ordinance, the approval of a Special Use “*does not run with the land or constitute a covenant running with the land*” and shall expire automatically if there is change in ownership. Animal hospitals, kennels, and pounds require a Special Use in the B-3 Zoning District; therefore with the proposed change of ownership the property requires site plan and Special Use approval. A public hearing was held at the Plan Commission on August 20, 2015. On a vote of 8-0, the Plan Commission recommended approval of the Special Use Permit and adopted findings of fact submitted by the Applicant and made by the Plan Commission during the meeting with the following condition: Installation of the approved Landscape Plan by October 1, 2015. **Consider concurring with the recommendation of the Plan Commission and direct the Village Attorney to draft Ordinance Number 2015-O-041 approving the Special Use Permit with this constituting first reading.**

COMMENTS: \_\_\_\_\_  
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**ITEM #5**

**SUBJECT:** CONSIDER ORDINANCE NUMBER 2015-O-042 GRANTING A SPECIAL USE PERMIT TO VERIZON WIRELESS AND THE VILLAGE OF TINLEY PARK FOR THE EXPANSION OF AN EXISTING WIRELESS COMMUNICATION FACILITY ABOVE 100’ AT 16640 66<sup>th</sup> AVENUE IN THE R-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT – **Trustee Vandenberg**

**ACTION:** Discussion: Verizon Wireless has requested to co-locate their antennas on the existing 60’ monopole wireless communication facility owned by SBA. The tower is located at 16640 S. 66th Avenue, on approximately 3 acres of property owned by the Village of Tinley Park (near the water tanks on 167<sup>th</sup> Street). In addition to the 12 antennas requested by Verizon, the Village will also locate antennas for public safety purposes and for use by the SCADA (Supervisory Control and Data Acquisition) software system for real time data on the Village’s water utility system. The Village Board approved Ordinance 2015-O-031 (Antenna Site Agreement with SBA) at the August 4<sup>th</sup> Board Meeting and the Village is a co-applicant with Verizon for this Special Use Permit. The co-location of these antennas will require an extension of the existing tower to an overall height of 104’. The Verizon antennas will be located at an elevation of 85’ above ground level (AGL), the Village’s antenna will be located at 95’ AGL and the lightning rod will extend to the full height of the antenna at 104’. The maximum height for cellular towers is 100’ unless specifically approved by grant of a Special Use Permit.

The Plan Commission held a public hearing on August 20, 2015. On a vote of 8-0, the Plan Commission recommended approval of the Special Use Permit and adopted findings of fact submitted by the Applicant and made by the Plan Commission during the meeting. The approval was conditioned on the following items being completed prior to a certificate of occupancy:

1. Staff approval of a Landscape Plan;
2. Installation of the approved Landscape Plan by October 1, 2015; and
3. Final Engineering approval.

**Consider concurring with the recommendation of the Plan Commission and direct the Village Attorney to draft Ordinance Number 2015-O-042 approving the Special Use Permit with this constituting first reading.**

COMMENTS: \_\_\_\_\_  
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**ITEM #6**

**SUBJECT:** CONSIDER ORDINANCE 2015-O-038 GRANTING A FRONT YARD VARIATION FOR A FENCE TO JOHN BADER FOR PROPERTY LOCATED AT 8536 BROOKSIDE GLEN DRIVE IN THE BROOKSIDE GLEN SUBDIVISION AND PLANNED UNIT DEVELOPMENT – **Trustee Vandenberg**

**ACTION:** Discussion: This item was tabled at the August 18, 2015 Village Board Meeting. The Petitioner, John Bader, seeks approval for a six foot, six inch (6’6”) front yard setback variation from the front yard setback requirement of twenty feet (20’) (outlined by the PUD) to allow for a five foot (5’) tall open style aluminum fence to be installed at a thirteen foot, six inch (13’6”) setback on the southeast side (Silverside Drive) of this corner lot at 8536 Brookside Glen Drive in the R-2 PD Zoning District and within the Brookside Glen subdivision and Planned Unit Development.

The existing home was built at a sixteen foot, six inch (16’6”) front yard setback on the southeast side (Silverside Drive) side of the property where twenty feet (20’) is required. The PUD allows a twenty-five foot (25’) front yard setback requirement for the west side of the property and a twenty foot (20’) front yard setback requirement for the south side of the property.

The Petitioner requests a fence at the proposed location to enclose a proposed pool. The Petitioner’s application states that the fence variation is necessary because of the location of sump pump drainage plumbing and casement windows that could be blocked if a fence was aligned with the edge of the house. A Public Hearing was held at the Zoning Board of Appeals on July 23, 2015. On a vote of 5-0, the Zoning Board of Appeals recommended that the Village Board grant the Variation. **Consider removing this item from the table. Consider concurring with the recommendation of the Zoning Board of Appeals and direct the Village Attorney to draft Ordinance Number 2015-O-038 approving the variation with this constituting first reading.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM #7**

**SUBJECT:** CONSIDER ADOPTING ORDINANCE NUMBER 2015-O-036 DELETING CERTAIN PROPERTY FROM THE REDEVELOPMENT PROJECT AREA FOR THE TINLEY PARK EXPANDED MAIN STREET SOUTH TAX INCREMENT FINANCING (TIF) DISTRICT - **Trustee Maher**

**ACTION:** Discussion – On August 4, 2015 the Village Board appointed Mr. Bernard (Bernie) Brady to fill the open Village Trustee position. Mr. Brady owns two properties that reside in the Expanded Main Street South TIF District, and in order to avoid any conflicts of interest Mr. Brady has requested that these two properties be removed from the Redevelopment Project Area (RDA). The two properties to be removed from the RDA are commonly known as 17407 67<sup>th</sup> Court (PIN # 28-30-416-015) and 6731 174<sup>th</sup> Street (PIN # 28-30-416-023). The properties will permanently be removed and will no longer be eligible for any of the financial incentives available to the properties within the RDA. **This Ordinance is eligible for adoption.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM #8**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2015-R-030 APPROVING AND RECOMMENDING COOK COUNTY CLASS 8 RECLASSIFICATION FOR THE PROPERTY LOCATED AT 17320 SOUTH OAK PARK AVENUE (TINLEY PARK APOTHECARY LLC) - **Trustee Maher**

**ACTION:** Discussion: This Resolution would provide support for the reclassification of the tax assessment ratio for the aforementioned property from 25% to 10% for a ten (10) year period. This property has been vacant for over 4 years. Located in Bremen Township, this downtown Tinley Park property is already Cook County “certified eligible” for the Class 8 reclassification, pursuant to the Cook County Real Property Classification Ordinance. But for this Cook County incentive, the business owner will not be able to open a new independent Compounding Pharmacy at this location. This project meets the goals and objectives for encouraging redevelopment in Downtown Tinley Park as set forth by the Economic and Commercial Commission and the Village Board of Trustees in previous meetings. The Economic and Commercial Commission recommended approval of this Resolution at its regular meeting on August 12, 2015. This item was discussed at the Finance and Economic Development Committee meeting held earlier this evening on September 1, 2015. **This Resolution is eligible for first reading.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM #9**

**SUBJECT:** CONSIDER APPROVING A LICENSE AGREEMENT WITH FCA REALTY LLC AND BETTENHAUSEN MOTOR SALES, INC. FOR FIRE DEPARTMENT DRILL ACTIVITIES AT 8355 W. 159<sup>TH</sup> STREET – **Trustee Grady**

**ACTION:** Discussion: This license agreement is between the Village of Tinley Park, FCA Realty LLC, and Bettenhausen Motor Sales, Inc., Illinois corporations. FCA is the owner of certain land and buildings commonly known as 8325 and 8355 W. 159th Street, Tinley Park, Illinois. For purposes of clarity, the building commonly known as 8355 W. 159th Street shall be referred as the “Former Dodge Building.” Village of Tinley Park has requested, and FCA Realty as well as Bettenhausen Motor Sales have agreed, to permit Village of Tinley Park Fire Department to enter the Former Dodge Building, solely for the purpose of using this acquired property for drill activities. Due to the uniqueness of this property construction it is not often that firefighters get to actually drill on buildings made of such materials. **Consider approving this license agreement with FCA Realty LLC and Bettenhausen Motor Sales, Inc.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM #10**

**SUBJECT:** CONSIDER ADOPTING ORDINANCE NUMBER 2015-O-039 REPEALING LONGEVITY PAY FOR THE MAYOR, CLERK AND ELECTED OFFICIALS – **Trustee Brady**

**ACTION:** Discussion: This Ordinance repeals the Longevity Pay for the Mayor, Clerk and Elected Officials elected at the municipal election to be held in the year 2017 and in each election thereafter. Previously established rates of compensation for all Elected Officials will remain in effect until the changes made through this Ordinance become effective. **This Ordinance is eligible for adoption.**

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

**SUBJECT:** CONSIDER ORDINANCE NUMBER 2015-O-040 AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK – **Trustee Brady**

**ACTION:** Discussion: Per State Law, an Ordinance must be adopted to declare any Village property in excess of \$1,000 of estimated value as surplus prior to disposing of or sale to another agency. Based on the age, service condition, mileage, future maintenance costs, and other factors, the following items are deemed to be no longer practical for Village uses and are earmarked for sale or disposal as appropriate. The Village will donate, send to auction or dispose of the following items:

**PUBLIC WORKS**

2001	Dodge	Ram Pick-up
2001	Dodge	Ram 3500 Chassis Cab - Dump Truck
1994	Ford	Superduty Walk-In Van
2001	Dodge	1500 Quad cab, ½ ton pick-up
2000	Ford	Crown Vic
2002	Ford	Crown Vic
2002	Chevy	Blazer
2004	Chevy	Impala
2004	Ford	Taurus
2005	Ford	Crown Vic
2003	Ford	Crown Vic
2005	Chevy	Impala
2005	Ford	Crown Vic
2005	Ford	Crown Vic
2006	Ford	Crown Vic
2005	Chevy	Impala
2006	Ford	Crown Vic
2008	Ford	Crown Vic
2008	Ford	Crown Vic
2000	Ford	Crown Vic (Used from PD.)
2005	Ford	Explorer
2004	Ford	F-250
2006	Chevy	Impala, 4 door sedan
2000	Chrysler	Grand Voyager
1996	Ditch Witch	Trencher #IN0801 & Trailer
2003	Ford	Crown Vic
2006	Ford	Crown Vic
2003	Ford	Crown Vic

**FIRE DEPARTMENT**

1997	Scotty	Trailer
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**This Ordinance is eligible for first reading.**

COMMENTS:

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**ITEM #12**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2015-R-031 APPROVING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND 183<sup>RD</sup> STREET - **Trustee Younker**

**ACTION:** Discussion: The Village of Tinley Park has received federal funding approval from the Congestion Mitigation and Air Quality (CMAQ) Improvement Program to help pay for a substantial (80%) portion of the cost of the engineering and construction of a modern roundabout at 183<sup>rd</sup> Street and Oak Park Avenue. Benefits of this type of roundabout include, but are not limited to, the following:

1. Reductions in fatal and injury crashes;
2. Reductions in pedestrian and bicycle crashes;
3. Increases in traffic capacity and flow; and
4. Reduction in energy use from fuel and electrical cost for traffic signals.

The proposed agreement is for the right of way appraisals, negotiations and property acquisitions related to the project. The agreement is in the amount of \$300,000, with the Village qualifying for 80% reimbursement of the costs from the State of Illinois. The Village has included sufficient funding to support its obligations under this agreement in the current budget. This item was discussed at the August 11, 2015 Public Works Committee meeting and recommended for approval. **Consider approval of Resolution Number 2015-R-031 approving an Agreement with the Illinois Department of Transportation for a Local Agency Agreement for Federal Participation Related to the Proposed Roundabout at Oak Park Avenue and 183<sup>rd</sup> Street in an amount not to exceed \$300,000. This item is eligible for first reading.**

COMMENTS:

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**ITEM #13**

**SUBJECT:** CONSIDER RESOLUTION NUMBER 2015-R-032 APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND 183<sup>RD</sup> STREET - **Trustee Younker**

**ACTION:** Discussion: This agreement is related to the prior agenda item. The proposed agreement is for the preliminary engineering services related to the project. The agreement is in the amount of \$299,973, with 80% reimbursement of the costs from the State of Illinois. As previously noted, the Village has included sufficient funds to support its obligations under this agreement in the current budget. This item was discussed at the August 11, 2015 Public Works Committee meeting and recommended for approval. **Consider approval of Resolution Number 2015-R-032 approving a Preliminary Engineering Services Agreement for Federal Participation between the Village of Tinley Park and Robinson Engineering Related to the Proposed Roundabout at Oak Park Avenue and 183<sup>rd</sup> Street in a not to exceed amount of \$299,973. This item is eligible for first reading.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM #14**

**SUBJECT:** RECEIVE COMMENTS FROM THE BOARD AND STAFF

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

**SUBJECT:** RECEIVE COMMENTS FROM THE PUBLIC

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

**SUBJECT:** ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- a. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

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

**MINUTES OF THE BOARD OF TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD AUGUST 18, 2015**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on August 18, 2015. Mayor Seaman called this meeting to order at 8:05 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village Mayor:	David G. Seaman
Village Clerk:	Patrick E. Rea
Trustees:	Brian S. Maher T.J. Grady Michael J. Pannitto Jacob C. Vandenberg Brian H. Younker Bernard E. Brady

Also Present:

Village Manager:	David J. Niemeyer
Village Attorney:	Thomas M. Melody
Village Engineer:	Christopher J. King

Motion was made by Trustee Pannitto, seconded by Trustee Grady, to approve the agenda as written or amended for this meeting. Vote by voice call. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Maher, to approve and place on file the minutes of the regular Village Board meeting held on August 4, 2015. Vote by voice call. Mayor Seaman declared the motion carried.

Mayor Seaman presented the following consent agenda items.

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

- A. CONSIDER REQUEST FROM ST. STEPHEN DEACON AND MARTYR CATHOLIC CHURCH TO CONDUCT A RAFFLE THROUGH NOVEMBER 8, 2015. WINNERS WILL BE DRAWN AT THE CHURCH ON OCTOBER 3, 2015, AND NOVEMBER 13, 2015.
- B. REQUEST FROM KIWANIS CLUB OF TINLEY PARK TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY, SEPTEMBER 25, 2015, AND SATURDAY, SEPTEMBER 26, 2015, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- C. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,346,846.98 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED AUGUST 7 AND AUGUST 14, 2015.

Motion was made by Trustee Maher, seconded by Trustee Pannitto, to approve the consent agenda items. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Grady, to **APPOINT BRIAN S. MAHER TO SERVE AS MAYOR PRO-TEM FOR THE 2015/2016 FISCAL YEAR.** Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Mayor Seaman declared the motion carried.

Motion was made by Trustee Grady, seconded by Trustee Maher, to **APPOINT THE FOLLOWING VILLAGE OF TINLEY PARK BOARD COMMITTEES:**

**FINANCE AND ECONOMIC DEVELOPMENT**

**TRUSTEE BRIAN S. MAHER, CHAIR**

Trustee Michael J. Pannitto

Trustee Bernard E. Brady

**BUDGET, AUDIT AND ADMINISTRATION**

**TRUSTEE BERNARD E. BRADY, CHAIR**

Trustee Brian S. Maher

Trustee T. J. Grady

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**PUBLIC SAFETY COMMITTEE**

**TRUSTEE T. J. GRADY, CHAIR**

Trustee Jacob C. Vandenberg

Trustee Brian H. Younker

**PUBLIC WORKS COMMITTEE**

**TRUSTEE BRIAN H. YOUNKER, CHAIR**

Trustee Brian S. Maher

Trustee Jacob C. Vandenberg

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**BUILDING AND COMPLIANCE COMMITTEE**

**TRUSTEE MICHAEL J. PANNITTO, CHAIR**

Trustee T. J. Grady

Trustee Bernard E. Brady

**PLANNING AND ZONING COMMITTEE**

**TRUSTEE JACOB C. VANDENBERG, CHAIR**

Trustee Michael J. Pannitto

Trustee Brian H. Younker

Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Mayor Seaman declared the motion carried.

Motion was made by Trustee Vandenberg, seconded by Trustee Younker, to **APPOINT DANIEL J. REDA TO THE POSITION OF ASSISTANT FIRE CHIEF**. The position of Assistant Fire Chief was posted internally at the Village during the months of June and July 2015. The Village received five (5) applications for the vacant position of Assistant Fire Chief of Personnel. Four (4) of the candidates were interviewed. Upon conclusion of the interview process, it was determined that Daniel J. Reda possessed the necessary qualifications for the position of Assistant Chief. Dan has served on the Fire Department since 1995 and has previously held the positions of Firefighter, Engineer, and Lieutenant. Dan has held the position of Captain since 2006. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Mayor Seaman declared the motion carried.

Motion was made by Trustee Vandenberg, seconded by Trustee Grady, to place on the table to September 1, 2015, **ORDINANCE 2015-O-038 GRANTING A FRONT YARD VARIATION FOR A FENCE TO JOHN BADER FOR PROPERTY LOCATED AT 8536 BROOKSIDE GLEN DRIVE IN THE BROOKSIDE GLEN SUBDIVISION AND WITHIN THE BROOKSIDE GLEN PLANNED UNIT DEVELOPMENT**. Vote by voice call. Mayor Seaman declared the motion carried.

Motion was made by Trustee Vandenberg, seconded by Trustee Younker, to waive first reading, adopt and place on file **ORDINANCE 2015-O-037 GRANTING A SPECIAL USE PERMIT TO ZUZANNA GAJ OF DREAMLAND ACADEMY FOR A DAYCARE CENTER FOR THE PROPERTY LOCATED AT 7777 159<sup>th</sup> STREET WITHIN THE B-3 GENERAL BUSINESS AND COMMERCIAL ZONING DISTRICT**. The Applicant, Zuzanna Gaj on

behalf of Dreamland Academy, seeks approval to operate of a daycare center at 7777 159th Street in the B-3, General Business and Commercial Zoning District. The Dreamland Academy daycare is proposed to occupy 2,200 SF of interior space with an outdoor play area at the rear of the building. The outdoor play area will be completely enclosed with a six foot (6') wood fence. A six foot (6') wood fence will also be constructed along the south property line as a buffer between the commercial and residential uses.

The Plan Commission recommended the Special Use Permit with the following conditions, which can be satisfied prior to issuance of a Certificate of Occupancy:

1. Approval and recording of the cross access and public sidewalk easements;
2. Installation of bollards protecting the playground fence;
3. Improvement of the existing parking lot to meet maintenance codes;
4. Construction and maintenance of a fence along the rear property line; and
5. Meet all Fire Department requirements.

The Plan Commission held a public hearing on August 6, 2015, and voted 7-0 in favor of recommending approval of the Special Use Permit with conditions and based upon findings of fact presented by the petitioner and discussed at the meeting. The petitioner is requesting to waive first reading due to the cancellation of the July 16, 2015, Plan Commission Meeting and still be able to meet an opening date that coincides with the school year. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Vandenberg, seconded by Trustee Younker, to authorize the Mayor and Clerk to sign **A PLAT OF RESUBDIVISION FOR CHASE BANK FOR PROPERTY LOCATED AT 17157 HARLEM AVENUE WITHIN THE JEWEL/OSCO DEVELOPMENT**. The Applicant, Rick Heidner of Heidner Development, seeks approval of a Plat of Resubdivision for the property located at 17157 Harlem Avenue. The purpose of the resubdivision is to divide the parcel (currently PIN 28-30-300-017-0000) into two lots to divide the Chase Bank lot from the remainder of the Jewel/Osco Development. The plat creates a new lot in the subdivision for the purpose of providing a separate lot for ownership by Chase Bank. The plat includes easements for ingress/egress, parking, and public utilities. The Plat has been reviewed by the Village Engineer and is deemed to be appropriate. The Plan Commission considered this Plat of Resubdivision at its August 6, 2015, regular meeting and voted 7-0 to recommend approval to the Village Board. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Mayor Seaman declared the motion carried.

Motion was made by Trustee Vandenberg, seconded by Trustee Maher, to adopt and place on file **ORDINANCE NUMBER 2015-O-032 APPROVING A REAL ESTATE PURCHASE CONTRACT FOR THE VACANT PROPERTY LOCATED AT 6730 NORTH STREET**. This ordinance would authorize the purchase of real estate for the Village to acquire the vacant property located at 6730 North Street. The purchase of this property will provide for increased opportunity for the future redevelopment of this block as planned with the creation of the Main Street South TIF District and as depicted within the 2009 Village Legacy Plan. The purchase price for the property is \$60,000. Funds for the purchase are budgeted in the 2016 Fiscal Year Capital Budget. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone

cared to address the Board. Ken Hawk, 8607 Dogwood Court, stated his concerns about the Village purchasing property on this block of North Street. Mayor Seaman explained that at this point the Village does not plan to purchase any more property on this block and is working with the current property owners to encourage selling the property to developers. Vote on roll call: Ayes: Maher, Grady, Vandenberg, Younker. Nays: Pannitto. Absent: None. Trustee Brady abstained from voting on this Ordinance due to constructive ownership of two parcels of land within the Main Street South Tax Increment Financing (TIF) District. Mayor Seaman declared the motion carried.

Motion was made by Trustee Vandenberg, seconded by Trustee Grady, to place on first reading **ORDINANCE NUMBER 2015-O-036 DELETING CERTAIN PROPERTY FROM THE REDEVELOPMENT PROJECT AREA FOR THE TINLEY PARK EXPANDED MAIN STREET SOUTH TAX INCREMENT FINANCING (TIF) DISTRICT.** On August 4, 2015, the Village Board appointed Mr. Bernard (Bernie) Brady to fill the open Village Trustee position. Mr. Brady owns two properties that reside in the Expanded Main Street South TIF District, and in order to avoid any conflicts of interest Mr. Brady has requested that these two properties be removed from the Redevelopment Project Area (RDA). The two properties to be removed from the RDA are commonly know as 17407 67<sup>th</sup> Court (PIN # 28-30-416-015) and 6731 174<sup>th</sup> Street (PIN # 28-30-416-023). The properties will permanently be removed and will no longer be eligible for any of the financial incentives available to the properties within the RDA. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Trustee Brady abstained from voting on this Ordinance due to constructive ownership of two parcels of land within the Main Street South Tax Increment Financing (TIF) District. Mayor Seaman declared the motion carried.

Motion was made by Trustee Grady, seconded by Trustee Maher, to **AUTHORIZE VILLAGE STAFF AND THE VILLAGE ATTORNEY TO PROCEED WITH THE DEMOLITION OF PROPERTY LOCATED AT 16836 S OAK PARK AVENUE.** The former Clark Gas Station property has been abandoned since December of 2013. The property lies within the Neighborhood General (NG) district of the Village of Tinley Park Legacy Code which prohibits the use of gas stations within that district. The Building Department has been working to have the property brought into compliance with Village zoning and property maintenance codes. The property has been fined a minimum of 8 times through our local administrative court and fined \$49,000 to date. The property owner has been non-responsive to efforts made to bring the property into compliance. After numerous attempts to work with the property owner, it is recommended that the Village proceed with demolition of the property in order to protect the public safety, health and welfare of our citizens. However, formal Village Board authorization is required prior to beginning the demolition notices and Cook County Court processes. This item was discussed at the August 11, 2015, Committee of the Whole meeting, and was recommended for approval. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Grady, seconded by Trustee Pannitto, to **AUTHORIZE VILLAGE STAFF AND THE VILLAGE ATTORNEY TO PROCEED WITH THE DEMOLITION OF PROPERTY LOCATED AT 6825 WEST 171<sup>ST</sup> STREET.** The former medical office property has been abandoned since December of 2012. The Building Department has been working to have

the property brought into compliance with Village property maintenance codes. The property has been fined a minimum of 11 times through our local administrative court and fined \$52,250 to date. The property owner has been non-responsive to efforts made to bring the property into compliance. After numerous attempts to work with the property owner, it is recommended that the Village proceed with demolition of the property in order to protect the public safety, health and welfare of our citizens. However, formal Village Board authorization is required prior to beginning the demolition notices and Cook County Court processes. This item was discussed at the August 11, 2015, Committee of the Whole meeting, and was recommended for approval. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Grady, seconded by Trustee Maher, to **AUTHORIZE VILLAGE STAFF AND THE VILLAGE ATTORNEY TO PROCEED WITH THE DEMOLITION OF PROPERTY LOCATED AT 17100 SOUTH HARLEM.** The former medical office property has been abandoned since December of 2008. The Building Department has been working to have the property brought into compliance with Village property maintenance codes. The property has been fined a minimum of 10 times through our local administrative court and fined \$47,500 to date. The property owner has been non-responsive to efforts made to bring the property into compliance. After numerous attempts to work with the property owner, it is recommended that the Village proceed with demolition of the property in order to protect the public safety, health and welfare of our citizens. However, formal Village Board authorization is required prior to beginning the demolition notices and Cook County Court processes. This item was discussed at the August 11, 2015, Committee of the Whole meeting, and was recommended for approval. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Pannitto, seconded by Trustee Vandenberg, to place on first reading **ORDINANCE NUMBER 2015-O-039 REPEALING LONGEVITY PAY FOR MAYOR, CLERK AND ELECTED OFFICIALS.** This Ordinance repeals the Longevity Pay for the Mayor, Clerk and Elected Officials elected at the municipal election held in the year 2017 and in each election after that. Previously established rates of compensation for all Elected Officials will remain in effect until the changes made through this Ordinance become effective. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to **AWARD A CONTRACT TO AIRY'S INC. FOR THE POST 6 SANITARY SEWER LIFT STATION REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$732,848.** The scope of work for this project is the replacement of the Village's Post 6 lift station. The station was originally put into service during the mid 1970s. The station is past its useful life, and due to the age and condition of the equipment, it is necessary for the lift station to be replaced. The Village advertised this project in accordance with State bidding laws and received two sealed bids. The bids were opened and read publicly on Wednesday, July 15, 2015. The bids were received as follows:

Contractor	As Read Bid
<b>Airy's, Inc., Tinley Park, IL</b>	<b>\$732,848.00</b>
John Burns Construction, Orland Park, IL	\$1,037,897.40
Engineer's Estimate	\$696,775.00

Airy's has performed work for the Village in the past and their work has been deemed to be of acceptable quality. The Village has \$2,011,616 in the current fiscal year for this project as well as replacement of the Village's Post 7 lift station. The total cost for the replacement of both stations will be \$30,903 under the Village's budgeted amount. This item was discussed at the August 11, 2015 Public Works Committee meeting and recommended for approval. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Grady, to **AWARD A CONTRACT TO AIRY'S INC. FOR THE POST 7 SANITARY SEWER LIFT STATION REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$1,207,044.** The scope of work for this project is the replacement of the Village's Post 7 lift station. The station was originally put into service during the mid 1970s. The station is past its useful life, and due to the age and condition of the equipment, it is necessary for the lift station to be replaced. The Village advertised this project in accordance with State bidding laws and received two sealed bids. The bids were opened and read publicly on Wednesday, July 15, 2015. The bids were received as follows:

Contractor	As Read Bid
<b>Airy's, Inc., Tinley Park, IL</b>	<b>\$1,207,044.00</b>
John Burns Construction, Orland Park, IL	\$1,313,886.50
Engineer's Estimate	\$1,274,020.00

Airy's has performed work for the Village in the past and their work has been deemed to be of acceptable quality. The Village has \$2,011,616 in the current fiscal year for this project as well as replacement of the Village's Post 6 lift station. The total cost for the replacement of both stations will be \$30,903 under the Village's budgeted amount. This item was discussed at the August 11, 2015, Public Works Committee meeting and recommended for approval. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to **AWARD A CONTRACT TO DENLER, INC. FOR THE 2015 CRACK SEALING PROGRAM IN AN AMOUNT NOT TO EXCEED \$158,224.** The annual crack sealing program is done by filling in cracks and protecting the road base from moisture. By performing this crack sealing, the life of the current road surface is typically extended by two to three years. Approximately 373,000 feet of crack filling will be done as part of this contract. The Village advertised this project in accordance with State bidding laws and received two sealed bids. The bids were opened and read publicly on Wednesday, July 29, 2015. The bids were received as follows:

<b>Contractor</b>	<b>As Read Bid</b>
<b>Denler, Inc., Mokena, IL</b>	<b>\$158,224.00</b>
SKS Construction, Elgin, IL	\$352,672.00
Engineer's Estimate	\$158,001.25

Denler, Inc. has performed crack sealing work for the Village and their work has been deemed to be of acceptable quality. This item was discussed at the August 11, 2015, Public Works Committee meeting and recommended for approval. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to **AWARD A CONTRACT TO GALLAGHER ASPHALT COMPANY FOR THE 2015 PARKING LOT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$617,718.50.** The annual parking lot improvement program makes repairs (patching, curb replacement, sidewalk replacement, etc.) to select Village parking lots throughout the community. Repairs and improvements to six locations will occur as part of this year's program. The Village advertised this project in accordance with State bidding laws and received five (5) sealed bids. The bids were opened and read publicly on Wednesday, July 29, 2015. The bids were received as follows:

<b>Contractor</b>	<b>As Read Bid</b>
<b>Gallagher Asphalt Corp., Thornton, IL</b>	<b>\$617,718.50</b>
PT Ferro, Joliet, IL	\$647,177.00
Matthew Paving, Inc., Oak Lawn, IL	\$704,253.00
D Construction, Coal City, IL	\$741,238.50
Crowley-Sheppard Asphalt, Inc., Chicago Ridge, IL	\$825,791.00
Engineer's Estimate	\$740,425.00

Gallagher has performed work for the Village in the past and their work has been deemed to be of acceptable quality. The Village has \$925,611 budgeted in the current fiscal year for this project. This item was discussed at the August 11, 2015, Public Works Committee meeting and recommended for approval. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to **AWARD A CONTRACT TO INSITUFORM TECHNOLOGIES FOR THE BREMENTOWNE VILLAS SANITARY SEWER PROJECT IN AN AMOUNT NOT TO EXCEED \$207,300.**

The scope of work for this project is to clean, televise and rehabilitate the sanitary sewer mains and manholes in the Brementowne Villas Subdivision. The Village advertised this project in accordance with State bidding laws and received two sealed bids. The bids were opened and read publicly on Wednesday, July 29, 2015. The bids were received as follows:

Contractor	As Read Bid
<b>Insituform Technologies, Orland Park, IL</b>	<b>\$207,300</b>
Visu-Sewer of Illinois, Bridgeview, IL	\$233,570
Engineer's Estimate	\$216,850

Insituform has performed work for the Village in the past and their work has been deemed to be of acceptable quality. The Village has \$300,000 in the current fiscal year for this project. This item was discussed at the August 11, 2015, Public Works Committee meeting and recommended for approval.

Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Maher, to **AWARD A CONTRACT TO F.H. PASCHEN FOR THE PUBLIC WORKS GARAGE LIGHTING REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$111,601.99.** The proposed project is for the removal of T-12 fluorescent fixtures from the Village Public Works Garage. This project continues the Village's overall plan to have all T-12 fixtures removed from Village buildings as they are no longer manufactured and are highly inefficient compared to today's lighting options. The scope of work includes demolition and removal of existing T-12 fixtures and lamps, installation of energy efficient T-5 fixtures and occupancy sensors. The proposed contract award is part of the State of Illinois competitively bid Job Order Contracting (JOC) program. Funds for this project are included in the current fiscal year budget. This item was discussed at the Public Works Committee meeting held on August 11, 2015, and recommended for approval. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to **AWARD A CONTRACT TO F.H. PASCHEN FOR THE PUBLIC WORKS GARAGE FILE CENTER RENOVATION IN AN AMOUNT NOT TO EXCEED \$49,450.67.** The proposed project includes renovations in the rooms for the file center and sign shop at the Public Works facility. Specific work includes demolition and removal of existing materials, installation of new carpet tile, new acoustical ceiling and drywall. Upon completion of the project, the Village will have increased file storage capacity and clerical space. The proposed contract award is part of the State of Illinois competitively bid Job Order Contracting (JOC) program. Funds for this project are included in the current fiscal year budget. This item was discussed at the Public Works Committee meeting held on August 11, 2015, and recommended for approval. Mayor Seaman stated that this

item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to adopt and place on file **RESOLUTION NUMBER 2015-R-025 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION – MAINTENANCE AGREEMENT – 183<sup>RD</sup> STREET FROM RIDGELAND AVENUE TO OAK PARK AVENUE.** The proposed intergovernmental agreement is with the Illinois Department of Transportation (IDOT). Under the terms of the agreement, the Village would perform routine operational services on the section of 183rd street from Ridgeland Avenue to Oak Park Avenue. The work performed by the Village will be primarily patching, striping, litter pickup and snow/ice control. In exchange for these services, IDOT will make an annual payment to the Village. The first annual payment will be in the amount of \$4,124 and subsequent annual payments will be adjusted based on the construction cost index. The Village has had a substantially similar agreement with IDOT for this section of 183rd Street for approximately 30 years. Historically, the annual payment to the Village has exceeded the Village's expenditures to provide the required services. This item was discussed at the July 28, 2015, Public Works Committee meeting and recommended for approval. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Grady, to adopt and place on file **ORDINANCE NUMBER 2015-O-033 AMENDING SECTIONS 112.20 AND 112.22 OF CHAPTER 112 OF TITLE XI OF THE TINLEY PARK MUNICIPAL CODE – ALCOHOLIC BEVERAGES – BREW PUB.** This Ordinance creates a Class S Liquor License for a brew pub. A brew pub is defined by State law as a person who manufactures beer only at designated premises to make sales to importing distributors, and to non-licensees for use and consumption only, who stores beer at the designated premises, and who is allowed to sell at retail from the licensed premises, provided that a brew pub licensee shall not sell for off-premises consumption more than 50,000 gallons per year. This Ordinance would authorize one (1) Class S License in the Village of Tinley Park. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Maher, seconded by Trustee Grady, to adopt and place on file **ORDINANCE NUMBER 2015-O-034 AMENDING SECTIONS 112.01, 112.47 AND 112.60 OF CHAPTER 112 OF TITLE XI OF THE TINLEY PARK MUNICIPAL CODE – ALCOHOLIC BEVERAGES – HAPPY HOUR.** Public Act 99-0046 amended the State Liquor Code to allow for "happy hours" under certain limited conditions. This Ordinance would amend the Village's Liquor Code so that it conforms to the changes to State Law. Accordingly, "happy hours" would no longer be prohibited in the Village of Tinley Park but rather would be allowed to the extent allowed by State Law. Mayor Seaman stated that this item was in its final adoption stage and asked if anyone cared to address the Board. No one came forward. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

At this time, Mayor Seaman asked if anyone from the Board or staff would care to address the Board.

Clerk Rea stated that when the flag is flown at ½ staff the Village will publish the reason for this event on it Website for citizen information.

At this time, Mayor Seaman asked if anyone from the public would care to address the Board.

Ken Hawk, 8607 Dogwood Court, stated his concerns with the Village hiring an Interim Public Works Director. Mayor Seaman explained that the Interim Director was hired to shepherd Public Works through the challenging times the department is having.

Motion was made by Trustee Grady, seconded by Trustee Younker, at 9:52 pm. to adjourn to Executive Session to discuss the following:

- a. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried.

Motion was made by Trustee Pannitto, seconded by Trustee Younker, to adjourn the Executive Session and reconvene the regular Board meeting. Vote on roll call: Ayes: Maher, Grady, Pannitto, Vandenberg, Younker, Brady. Nays: None. Absent: None. Mayor Seaman declared the motion carried and reconvened the regular Board meeting at 10:15 p.m.

Motion was made by Trustee Younker, seconded by Trustee Grady, to adjourn the regular Board meeting. Vote by voice call. Mayor Seaman declared the motion carried and adjourned the regular Board meeting at 10:16 p.m.

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

APPROVED:

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David G. Seaman  
Mayor

ATTEST:

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Patrick E. Rea

Clerk

# BLOCK PARTY APPLICATION

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

Representative: DAN O'SHEA  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Specific Location of Party: 8500 - 8512 Bron Ct (Culdesac)  
Request Date: 9-6-15 - SUNDAY  
Time: 12 NOON a.m./p.m. To: 10:30 a.m./p.m.  
Purpose: Block Party  
Person or Persons In Charge:  
Name: Dan O'Shea Phone: \_\_\_\_\_  
Name: Jennifer O'Shea Phone: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Number of Barricades Needed: 2 DO NOT USE VEHICLES AS BARRICADES.

## PLEASE NOTE

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

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

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

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

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

Signed: [Signature]

## VILLAGE USE ONLY

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

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

**BLOCK PARTY APPLICATION**

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

Representative: Carleen Skarzynski  
 Address: \_\_\_\_\_ Phone \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Specific Location of Party: Killarney Court Tinley Park  
 Request Date: Sat Sept 12<sup>th</sup> 2015  
 Time: 3:00 a.m./(p.m) To: 11:00 a.m./(p.m)  
 Purpose: Block Party (Neighborhood)  
 Person or Persons In Charge:  
 Name: Carleen Skarzynski Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Number of Barricades Needed: 4 DO NOT USE VEHICLES AS BARRICADES

**PLEASE NOTE**

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

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

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

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

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

Signed Carleen Skarzynski

**VILLAGE USE ONLY**

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

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

VILLAGE OF TINLEY PARK  
16250 South Oak Park Avenue  
DATE: 08/25/15

APPLICATION FOR LICENSE TO CONDUCT RAFFLE  
(Good for one raffle)

1. NAME OF ORGANIZATION: APPLE CHEVROLET - American Cancer Society

2. ADDRESS: 8585 W 159TH ST

3. MAILING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

4. ADDRESS OF PLACE FOR RAFFLES DRAWING: 8585 W 159TH ST

5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)

- RELIGIOUS  CHARITABLE  LABOR
- FRATERNAL  EDUCATIONAL  VETERANS
- BUSINESS

6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 20+

7. PLACE AND DATE OF INCORPORATION: \_\_\_\_\_

8. NUMBER OF MEMBERS IN GOOD STANDING: \_\_\_\_\_

9. PRESIDENT/CHAIRPERSON: AMERICAN CANCER SOCIETY

ADDRESS: 1801 Meyers Rd, Suite 100, Oakbrook Terrace IL

SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

10. RAFFLES MANAGER: LINDA WOODIN

ADDRESS: 8585 W 159TH ST

SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

11. DESIGNATE MEMBER(S) WHO WILL BE RESPONSIBLE FOR CONDUCT AND OPERATION OF RAFFLE: (ATTACH ADDITIONAL SHEET IF NECESSARY)

NAME: LINDA WOODIN / PAULA ALPERS

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

LICENSE TO CONDUCT RAFFLE

PAGE 2

- 12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)  
\_\_\_\_\_
- 13. LOCATION OF SALES: \_\_\_\_\_  
\_\_\_\_\_
- 14. LOCATION FOR DETERMINING WINNERS: \_\_\_\_\_  
\_\_\_\_\_
- 15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)  
SEPT 11,18,25 OCT 2,9,16 NOV 20TH  
\_\_\_\_\_
- 16. TOTAL RETAIL VALUE OF ALL PRIZES: \$ 2000.00
- 17. MAXIMUM RETAIL VALUE OF EACH PRIZE: \$ 500.00
- 18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD \$ 10.00

19. (THIS SECTION FOR LOCAL AUTHORITY OPTIONS)

FEE (IF ANY) \$ \_\_\_\_\_

TIME PERIOD FOR A LICENSE \_\_\_\_\_

**ATTESTATION**

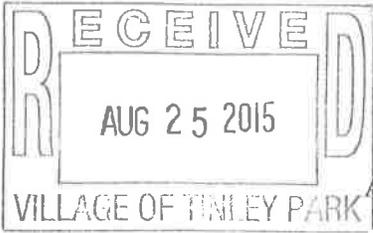
"The undersigned attest that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for 5 years, preceding date of this application, and that during this entire 5 year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objects. 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: APPLE CHEVROLET FOR MAKING STRIDES AGAINST BREAST CANCER

EXECUTIVE DIRECTOR: \_\_\_\_\_

We will be selling mums for \$ 10<sup>00</sup>  
 Raffle \$ 2<sup>00</sup> or 5<sup>00</sup>  
 Weekly drawings for the \$ 2<sup>00</sup> raffle  
 \$ 5<sup>00</sup> raffle Oct 16<sup>th</sup> and Nov 20<sup>th</sup>

Linda Woodin 708-429-3000



VILLAGE OF TINLEY PARK  
16250 South Oak Park Avenue  
DATE: 8-25-15

APPLICATION FOR LICENSE TO CONDUCT RAFFLE  
(Good for one raffle)

1. NAME OF ORGANIZATION: PAWS - Tinley Park
2. ADDRESS: 8301 West 191st Street
3. MAILING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_
4. ADDRESS OF PLACE FOR RAFFLES DRAWING: same as above
5. CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)  
RELIGIOUS  CHARITABLE  LABOR   
FRATERNAL  EDUCATIONAL  VETERANS   
BUSINESS
6. HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 41 years
7. PLACE AND DATE OF INCORPORATION: 1974 - Tinley Park, IL
8. NUMBER OF MEMBERS IN GOOD STANDING: 200 +
9. PRESIDENT/CHAIRPERSON: Chairperson: Vicki Dean  
ADDRESS: \_\_\_\_\_  
SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_
10. RAFFLES MANAGER: as above  
ADDRESS: \_\_\_\_\_  
SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_
11. DESIGNATE MEMBER(S) WHO WILL BE RESPONSIBLE FOR CONDUCT AND OPERATION OF RAFFLE: (ATTACH ADDITIONAL SHEET IF NECESSARY)  
NAME: Peggy Grimm  
ADDRESS: \_\_\_\_\_  
SOCIAL SECURITY NO.: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE DAYS OF THE WEEK)

October - December

13. LOCATION OF SALES: will send a bulk mailing out to members, adopters, donors - will also have tickets available at the shelter

14. LOCATION FOR DETERMINING WINNERS: 8301 West 191st Street Tinley Park IL

15. DATE(S) FOR DETERMINING WINNERS: (INCLUDE DAYS OF THE WEEK)

December 20th, 2015

16. TOTAL RETAIL VALUE OF ALL PRIZES:

\$ 1,850.00

17. MAXIMUM RETAIL VALUE OF EACH PRIZE:

\$ CASH \$ 1,000, 500, 250, 100

18. MAXIMUM PRICE CHARGED OF EACH CHANCE SOLD

\$ 5.00

19. (THIS SECTION FOR LOCAL AUTHORITY OPTIONS)

FEE (IF ANY)

\$

TIME PERIOD FOR A LICENSE

**ATTESTATION**

"The undersigned attest that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for 5 years, preceding date of this application, and that during this entire 5 year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objects. 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:

Peoples Animal Welfare Society

EXECUTIVE DIRECTOR:

Peggy Jensen Vicki Dean

708-289-5421 PAWS-

Tinley Park

Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126058	8/21/2015	003182 BETTENHAUSEN, MARK	PR081915		REFUND HEALTH INSURANCE OVE 86-00-000-20430	438.22
<b>Total :</b>						<b>438.22</b>
126059	8/21/2015	003127 BLUE CROSS BLUE SHIELD	PR090115		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	517.00
<b>Total :</b>						<b>517.00</b>
126060	8/21/2015	004640 HEALTHCARE SERVICE CORPORATION	PR090115		A/C#271855-HEALTH INS-AUG PMT, 86-00-000-20430	10,859.95
<b>Total :</b>						<b>10,859.95</b>
126061	8/21/2015	005390 KRAUSE, WALTER A.	PR081915		REFUND HEALTH INSURANCE OVE 86-00-000-20430	1,099.94
<b>Total :</b>						<b>1,099.94</b>
<b>4 Vouchers for bank code : ap_py</b>						<b>Bank total : 12,915.11</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160511	8/14/2015	011269 ELLIS, DON	081115		SOUND & LIGHTS 8/22/15~ 83-00-000-72923	500.00
					<b>Total :</b>	<b>500.00</b>
160512	8/14/2015	011269 ELLIS, DON	081115.		SOUND & LIGHTS 8/29/15 MUSIC IN 83-00-000-72923	500.00
					<b>Total :</b>	<b>500.00</b>
160513	8/21/2015	015182 A T & T	708239310208		ACCT#708 239-3102 183 7 ETSB 11-00-000-72790	484.73
			708239758008		ACCT#708 239-7580 576 4 ETSB 7/1 11-00-000-72790	3,972.77
			708429984308		ACCT#708 429-9843 403 7 E911 11-00-000-72790	391.76
					<b>Total :</b>	<b>4,849.26</b>
160514	8/21/2015	010955 A T & T LONG DISTANCE	827776689		CORP ID#931719 LONG DISTANCE 01-17-225-72120	19.29
					<b>Total :</b>	<b>19.29</b>
160515	8/21/2015	012240 ABSOLUTELY CLEAN, INC.	071615	VTP-013199	(STATION 1) CARPET & FURNITURE 01-19-000-72524	504.57
			072015	VTP-013198	(STATION 2) CARPET & FURNITURE 01-19-000-72524	417.80
			072015.	VTP-013197	(STATION 3) CARPET & FURNITURE 01-19-000-72524	385.32
			072115	VTP-013196	(STATION 4) CARPET & FURNITURE 01-19-000-72524	531.42
			080115	VTP-013199	(STATION 1) CARPET & FURNITURE 01-19-000-72524	690.16
					<b>Total :</b>	<b>2,529.27</b>
160516	8/21/2015	010318 ADVOCATE CHRIST MEDICAL CNTR	081715		HEALTHCARE PROVIDER COURSE 01-20-000-73606	180.00
					<b>Total :</b>	<b>180.00</b>
160517	8/21/2015	002734 AIR ONE EQUIPMENT, INC	105721		(CULBERTSON) BUNKER GEAR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160517	8/21/2015	002734 AIR ONE EQUIPMENT, INC	(Continued)	VTP-013250	01-19-000-74619 01-19-000-74619	6,750.00 35.00 <b>Total : 6,785.00</b>
160518	8/21/2015	017192 ALCALA, DAVID	082015		REIM. EXP. DAMAGED MAILBOX 01-23-000-73840	900.00 <b>Total : 900.00</b>
160519	8/21/2015	010026 ANDERSON PUMP SERVICE	277296		7980 W 183RD ST / PUMP 01-25-000-72530	4,132.15 <b>Total : 4,132.15</b>
160520	8/21/2015	002537 AURELIO'S PIZZA	081915		LUNCH AT SENIOR CENTER FOR 50 01-56-000-72937	445.25 <b>Total : 445.25</b>
160521	8/21/2015	010953 BATTERIES PLUS - 277	277-213532-01 277-379554		12V BATTERY 01-23-000-72540 BATTERIES 14-00-000-74150	254.85 180.32 <b>Total : 435.17</b>
160522	8/21/2015	002869 BECHSTEIN CONSTRUCTION	Ref001321345		UB Refund Cst #00483211 60-00-000-20599	574.29 <b>Total : 574.29</b>
160523	8/21/2015	016767 BESTWAY CHARTER TRANSPORTATION	081815 22727		FINAL PAYMENT FOR MAY 20TH SE 01-56-000-72954 CHARTER TP TO MUNSTER/ALL SH 01-56-000-72937	420.00 720.00 <b>Total : 1,140.00</b>
160524	8/21/2015	002923 BLACK DIRT INC.	18008 18014		PULVERIZED DIRT 01-23-000-73680 PULVERIZED DIRT 60-00-000-73680 01-23-000-73680	150.00 150.00 150.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160524	8/21/2015	002923	002923 BLACK DIRT INC.		(Continued)	<b>Total : 450.00</b>
160525	8/21/2015	003127	BLUE CROSS BLUE SHIELD	AP090115	IL065LB000001212-0 HEALTH INS E 01-30-000-72435 60-00-000-72435 01-12-000-72435 01-23-000-72435	215.50 74.50 78.00 149.00 <b>Total : 517.00</b>
160526	8/21/2015	017185	BUFFER, JOHN	8836	REIM.EXP. PICTURES 01-56-000-72937	17.56 <b>Total : 17.56</b>
160527	8/21/2015	011929	CAPITAL ONE BANK (USA), N.A.	051315 071415 072215 072315 081915 081915	CAR WASH COUPONS FOR PD 01-17-205-72540 MEETING EITH GLENVIEW RE: DEV 01-11-000-72220 MONTHLY EXPERIENCE WINNER 83-00-000-72987 USPS ONLINE 01-14-000-72110 DATA MARKETING SERVICE FEES 01-32-000-72954 FORECLOSURES.COM 01-32-000-72954	900.00 19.40 50.00 23.50 89.01 49.95 <b>Total : 1,131.86</b>
160528	8/21/2015	003735	CAREFREE LAWN SPRINKLERS, INC	233229	REPAIR SPRINKLER SYSTEM 01-23-000-72790	154.00 <b>Total : 154.00</b>
160529	8/21/2015	003328	CATCHING FLUIDPOWER INC.	6023525	STREET PARTS 01-23-000-72540	348.83 <b>Total : 348.83</b>
160530	8/21/2015	003229	CED/EFENGEE	5025-493033 5025-493391	MERSEN 60-00-000-73570 15A 125V GFCI RCPT	38.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160530	8/21/2015	003229 CED/EFENGEE	(Continued)		01-25-000-73570	85.97
					<b>Total :</b>	<b>123.97</b>
160531	8/21/2015	003606 CHICAGO SOUTHLAND CONV. V B	0815		JULY LIAB AUG COLL HOTEL ACCO 12-00-000-79107	26,672.33
					<b>Total :</b>	<b>26,672.33</b>
160532	8/21/2015	005299 CLASS C SOLUTIONS GROUP	7748037001		HEX NUT, HD CAP 01-23-000-73830	214.21
			7748185001		DRILL BIT, WASHERS, HD CAP, SE/ 60-00-000-72540	63.40
					01-24-000-72540	63.40
					01-23-000-72540	63.41
					01-17-205-72540	95.10
					01-30-000-72540	31.70
					<b>Total :</b>	<b>531.22</b>
160533	8/21/2015	015889 CLEVERBRIDGE	AKD-73642548842		REF#78562572 FORENSIC SUBSCF 01-17-225-72655	398.00
					<b>Total :</b>	<b>398.00</b>
160534	8/21/2015	013171 COMCAST CABLE	8771401810026955		ACCT# 8771 40 181 0026955 17355 01-21-000-72750	50.60
			8771401810028977		ACCT# 8771 40 181 0028977~7980 01-25-000-72790	21.07
					<b>Total :</b>	<b>71.67</b>
160535	8/21/2015	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 RR ST 18001 80 73-80-000-72510	2,534.78
			0567043065		ACCT# 0567043065 LITERT25 7400 01-24-000-72510	247.58
			0637059039		ACCT# 0637059039 7950 W TIMBEF 60-00-000-72510	88.48
			1856071014		ACCT# 1856071014 8300 W 183RD 01-24-000-72510	28.56
			4803158058		ACCT#4803158058 0 RIDGELAND L	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160535	8/21/2015	013878	COMED - COMMONWEALTH EDISON	(Continued)		
					60-00-000-72510	107.05
			4943163008		ACCT#4943163008 7650 TIMBER DF	
					70-00-000-72510	23.43
			5983017013		ACCT#5983017013 WATER MONITC	
					60-00-000-72510	22.15
					<b>Total :</b>	<b>3,052.03</b>
160536	8/21/2015	012522	CONNEY SAFETY PRODUCTS, LLC	04990898	VESTS,GLOVES	
					60-00-000-73845	71.74
					01-23-000-73845	71.74
					01-24-000-73845	35.85
					60-00-000-73845	6.60
					01-23-000-73845	6.60
					01-24-000-73845	3.31
					<b>Total :</b>	<b>195.84</b>
160537	8/21/2015	010846	COOK COUNTY CLERK	081715	NOTARY RENEWAL D. MAIOLO	
					01-12-000-72720	10.00
					<b>Total :</b>	<b>10.00</b>
160538	8/21/2015	003635	CROSSMARK PRINTING, INC	27051	LED PILOT PROGRAM POSTCARD	
					30-00-000-75500	384.20
			27105		VOTP DRIVERS INFO EXCHANGE C	
					01-17-205-72310	156.00
					<b>Total :</b>	<b>540.20</b>
160539	8/21/2015	003517	CURRIE MOTORS	A5763	(3) 2016 FORD ESCAPE (70,79 ANI	
				VTP-013047	30-00-000-74220	23,739.00
					30-00-000-74220	47,478.00
			A5768		2016 FORD ESCAPE	
				VTP-013048	30-00-000-74220	22,944.00
					<b>Total :</b>	<b>94,161.00</b>
160540	8/21/2015	011844	CUSTOM TIRE, INC.	52652	PARTS/SERVICE CALL	
					01-23-000-73560	222.50
					<b>Total :</b>	<b>222.50</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160541	8/21/2015	012855 CYLINDERS INC.	37658		LIFT CYLINDER LABOR AND REPAIR 01-23-000-72540	369.90
					<b>Total :</b>	<b>369.90</b>
160542	8/21/2015	003759 DARLEY & CO., W.S	17204342		PARTS/TIP 30-00-000-74184	190.00
					<b>Total :</b>	<b>190.00</b>
160543	8/21/2015	014690 DARLING INTERNATIONAL INC.	090:2656761		REGULAR SERVICE: CAVALLINI'S C 73-67-000-72530	125.00
					<b>Total :</b>	<b>125.00</b>
160544	8/21/2015	003864 DITCH WITCH MIDWEST	PS0024773-1		SEAT W/ARMRST & SWIT, SWITCH 01-24-000-72530	449.77
					<b>Total :</b>	<b>449.77</b>
160545	8/21/2015	013977 DOYLE SIGNS, INC.	00180275		SIGN REPLACEMENT AND REPAIR 01-25-000-73870	330.00
					<b>Total :</b>	<b>330.00</b>
160546	8/21/2015	003770 DUSTCATCHERS INC	04170		MATS/PD 01-25-000-72790	70.11
			04171		MATS/PW 01-25-000-72790	97.00
			04507		MATS/VH 01-25-000-72790	61.58
					<b>Total :</b>	<b>228.69</b>
160547	8/21/2015	004009 EAGLE UNIFORM CO INC	239520		ASST CHIEF BADGE	
			239543	VTP-013306	01-19-000-73610 (SLEPSKI) COLLAR RANKS	85.50
				VTP-013054	01-19-000-73610	213.75
			239589		01-19-000-73610 SHOES-GRANT	93.00
			239607	VTP-013303	01-19-000-73610	136.00
				VTP-013305	01-19-000-73610	54.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160547	8/21/2015	004009 EAGLE UNIFORM CO INC	(Continued) 239632		UNIFORMS/DAN REDA 01-19-000-73610	360.00
			239635		UNIFORMS/DAN REDA 01-19-000-73610	43.30
<b>Total :</b>						<b>986.50</b>
160548	8/21/2015	017184 EAT ENTERPRISES	59430		WORKING LUNCH FOR TRUSTEE C 01-11-000-72220	36.10
<b>Total :</b>						<b>36.10</b>
160549	8/21/2015	011176 ELEMENT GRAPHICS & DESIGN, INC	8388		DECALS INSTALL REPLACE UNIT 2 01-17-205-72540	117.55
			8389		REMOVAL GRAPHICS VOTP SIGNA 01-25-000-73870	100.00
<b>Total :</b>						<b>217.55</b>
160550	8/21/2015	004019 EVON'S TROPHIES & AWARDS	080615		BLACK STRIP ENGRAVED 01-25-000-72520	50.09
<b>Total :</b>						<b>50.09</b>
160551	8/21/2015	015058 FLEETPRIDE	71679417		CARTRIDGE 01-23-000-72530	12.08
<b>Total :</b>						<b>12.08</b>
160552	8/21/2015	012941 FMP	52-288165		RESISTOR ASY FOR PD #28B 01-17-205-72540	22.87
<b>Total :</b>						<b>22.87</b>
160553	8/21/2015	011611 FOX VALLEY FIRE & SAFETY CO.	930863	VTP-013333	MAINTENANCE FEES - WIRELESS I 14-00-000-72750	3,987.50
<b>Total :</b>						<b>3,987.50</b>
160554	8/21/2015	004538 GOLDY LOCKS	631131		POWER SUPPLY HARDWARE/LABC 01-25-000-72520	580.00
<b>Total :</b>						<b>580.00</b>
160555	8/21/2015	004438 GRAINGER	9813106169		RATCHET,EXT.CORD,FRONT MATS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160555	8/21/2015	004438 GRAINGER	(Continued)			
			9814120052		01-19-000-73410	544.42
					BATTERY CHARGER, SPRAY PAINT	
					01-23-000-73620	19.20
					01-23-000-73845	57.15
					01-25-000-73410	75.40
					<b>Total :</b>	<b>696.17</b>
160556	8/21/2015	017187 HARNETT, NICHOLAS	Ref001321346		UB Refund Cst #00492761	
					60-00-000-20599	23.17
					<b>Total :</b>	<b>23.17</b>
160557	8/21/2015	008043 HD SUPPLY WATERWORKS, LTD.	E230542		CPLG	
			E322419		60-00-000-74175	81.36
			E325371		PVC SERV BOX TAPT	
			E328150	VTP-013300	60-00-000-73630	270.00
					4" METER & FLANGE	
			E328163	VTP-013300	60-00-000-74175	2,934.00
					I-PERL METERS & TOUCH PADS	
			E335390	VTP-013313	60-00-000-74175	9,200.00
					60-00-000-74175	90.00
			E335391	VTP-013312	METER ANTENNAS	
					60-00-000-74175	3,240.00
			E335467	VTP-013279	TOUCHPADS	
					60-00-000-74175	400.00
			E335475	VTP-013313	TOUCH PADS	
					60-00-000-74175	310.00
			E347305	VTP-013319	DOUBLE METER ANTENNAS	
					60-00-000-74175	3,900.00
					METER ANTENNAS	
				VTP-013318	60-00-000-74175	3,240.00
					WATER METER PARTS	
					60-00-000-73630	128.30
					<b>Total :</b>	<b>23,793.66</b>
160558	8/21/2015	004640 HEALTHCARE SERVICE CORPORATION	AP090115		A/C#271855-HEALTH INS EXPENSE	
					01-30-000-72435	400.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160558	8/21/2015	004640 HEALTHCARE SERVICE CORPORATION	(Continued)		60-00-000-72435	983.70
					01-17-205-72435	822.81
					01-23-000-72435	400.84
					01-25-000-72435	411.41
					60-00-000-72435	411.40
					01-23-000-72435	715.89
					60-00-000-72435	1,223.65
					01-23-000-72435	200.42
					60-00-000-72435	200.42
					01-24-000-72435	315.05
					60-00-000-72435	635.50
					01-17-205-72430	-2,914.56
					01-17-220-72430	-0.44
					<b>Total :</b>	<b>3,806.93</b>
160559	8/21/2015	011032 HUB INTERNATIONAL LIMITED	140484		NOTARY/CHARLES S. FARICELLI	
					01-17-205-72720	20.00
					<b>Total :</b>	<b>20.00</b>
160560	8/21/2015	004973 IIMC	081915		MEMBERSHIP/LAURA GODETTE	
					01-13-000-72720	95.00
					<b>Total :</b>	<b>95.00</b>
160561	8/21/2015	015497 ILLINOIS SECRETARY OF STATE	106352487		NOTARY/CHARLES FARICELLI/FILIP	
					01-17-205-72720	10.00
					<b>Total :</b>	<b>10.00</b>
160562	8/21/2015	005165 ILLINOIS STATE POLICE	12-25346		CASE #12-25346	
					10-00-000-72934	9,274.52
					<b>Total :</b>	<b>9,274.52</b>
160563	8/21/2015	005165 ILLINOIS STATE POLICE	07-17973		CASE #07-17973	
					10-00-000-72934	846.00
					<b>Total :</b>	<b>846.00</b>
160564	8/21/2015	005165 ILLINOIS STATE POLICE	14-5274		CASE #14-5274	

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160564	8/21/2015	005165 ILLINOIS STATE POLICE	(Continued)		10-00-000-72934	637.96
					<b>Total :</b>	<b>637.96</b>
160565	8/21/2015	005165 ILLINOIS STATE POLICE	13-19532		CASE #13-19532 10-00-000-72934	409.14
					<b>Total :</b>	<b>409.14</b>
160566	8/21/2015	005165 ILLINOIS STATE POLICE	14-5661		CASE #14-5661 10-00-000-72934	354.00
					<b>Total :</b>	<b>354.00</b>
160567	8/21/2015	005165 ILLINOIS STATE POLICE	14-1790		CASE #14-1790 10-00-000-72934	253.96
					<b>Total :</b>	<b>253.96</b>
160568	8/21/2015	005165 ILLINOIS STATE POLICE	14-3330		CASE #14-3330 10-00-000-72934	179.00
					<b>Total :</b>	<b>179.00</b>
160569	8/21/2015	005165 ILLINOIS STATE POLICE	14-2060		CASE #14-2060 10-00-000-72934	160.00
					<b>Total :</b>	<b>160.00</b>
160570	8/21/2015	005165 ILLINOIS STATE POLICE	14-3143		CASE #14-3143 10-00-000-72934	158.00
					<b>Total :</b>	<b>158.00</b>
160571	8/21/2015	005165 ILLINOIS STATE POLICE	14-6838		CASE #14-6838 10-00-000-72934	110.00
					<b>Total :</b>	<b>110.00</b>
160572	8/21/2015	005165 ILLINOIS STATE POLICE	14-3143..		CASE #14-3143 10-00-000-72934	55.00
					<b>Total :</b>	<b>55.00</b>
160573	8/21/2015	005165 ILLINOIS STATE POLICE	14-3143.		CASE #14-3143 10-00-000-72934	40.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160573	8/21/2015	005165 005165 ILLINOIS STATE POLICE	(Continued)			<b>Total : 40.00</b>
160574	8/21/2015	005251 J AND R SALES AND SERVICE INC.	0305416		LIGHT KIT, HEARING PROTECTOR 01-23-000-72530	150.36 <b>Total : 150.36</b>
160575	8/21/2015	017190 JPK CAPITAL	Ref001321349		UB Refund Cst #00497253 60-00-000-20599	39.99 <b>Total : 39.99</b>
160576	8/21/2015	011212 KAISERCOMM	57322 57410	VTP-013314	911 RADIO REPLACEMENT 11-00-000-74165 WIRELESS CONFERENCE PHONE 01-25-000-72777	8,200.00 401.00 <b>Total : 8,601.00</b>
160577	8/21/2015	011043 KARCZEWSKI, KENNETH	082115		REIM. EXP. CAUTION TAPE 01-30-000-73870	320.50 <b>Total : 320.50</b>
160578	8/21/2015	017188 KAVAL, MATT	Ref001321347		UB Refund Cst #00494040 60-00-000-20599	18.18 <b>Total : 18.18</b>
160579	8/21/2015	005379 KLEIN, THORPE & JENKINS, LTD	081415		LEGAL SERVICES THRU 7/31/15 01-14-000-72850 17-00-000-72850 01-14-000-72855 01-14-000-72850 19-00-000-72850 01-14-000-72850 19-00-000-72850 01-14-000-72850	40,037.62 80.00 210.00 5,029.29 990.00 4,800.80 2,490.40 24,961.80 <b>Total : 78,599.91</b>
160580	8/21/2015	017189 KLEINSTUB, MICHAEL	Ref001321348		UB Refund Cst #00496268 60-00-000-20599	12.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160580	8/21/2015	017189 017189 KLEINSTUB, MICHAEL	(Continued)			<b>Total : 12.78</b>
160581	8/21/2015	017191 KLIPPENSTEIN, MARK	082015		REIM. EXP. VACUUM BAGS 01-25-000-73580	8.69 <b>Total : 8.69</b>
160582	8/21/2015	017186 KOCH, SYLVIA M	Ref001321344		UB Refund Cst #00462863 60-00-000-20599	92.23 <b>Total : 92.23</b>
160583	8/21/2015	005390 KRAUSE, WALTER A.	AP081915		REIMBURSE FOR VTP HEALTH INS 01-23-000-72435	223.50 <b>Total : 223.50</b>
160584	8/21/2015	010360 LIBERTY CREATIVE SOLUTIONS,INC	80806		1 YEAR WEBSITE HOSTING 8/2015 01-35-000-72653	414.00 <b>Total : 414.00</b>
160585	8/21/2015	007100 M. E.SIMPSON COMPANY, INC	27320		WATER METER TESTING 60-00-000-72726	630.00 <b>Total : 630.00</b>
160586	8/21/2015	013969 MAP AUTOMOTIVE OF CHICAGO	40-329002		A/C SYSTEM,ACMLTR ASY 01-17-205-72540	79.45
			40-329124		CREDIT S/ABS ASSY 01-23-000-72540	-136.38
				SG	01-23-000-72540	-136.38
			40-329584		ELEMENT ASY,EVOLUTION CER 01-17-205-72540	89.05
			40-330572		BRAKE ROTOR 01-17-205-72540	61.66
			40-331910		AUTO PART FOR PD #28B 01-17-205-72540	84.08
			40-332253		BRAKE ROTOR,EVOLUTION 01-17-205-72540	347.92
			40-332468		ROTOR ASSY, EVOLUTION CERT F 01-17-205-72540	125.09
			40-332777		MTR W/BLWR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160586	8/21/2015	013969 MAP AUTOMOTIVE OF CHICAGO	(Continued)			
			40-332863		01-17-205-72540	84.08
					EVOLUTION CER	
					01-53-000-72540	59.90
					<b>Total :</b>	<b>658.47</b>
160587	8/21/2015	012631 MASTER AUTO SUPPLY, LTD.	18516		MAX-LIFT GA	
			18564		01-21-000-72540	50.86
					HEADLIGHT CONNECTION	
					01-17-205-72540	32.82
					<b>Total :</b>	<b>83.68</b>
160588	8/21/2015	006074 MENARDS	76311		FLAGS	
			76312		01-25-000-73112	284.85
			76385		FRUIT FLY TRAP	
					01-25-000-73550	11.98
					TAPCON BIT, HOSE HANGER, REFF	
					01-21-000-72530	29.21
					01-21-000-72540	29.99
			76721		BOOSTER CABLE,PHONE HOLDER	
					01-19-000-73410	111.58
					<b>Total :</b>	<b>467.61</b>
160589	8/21/2015	005856 MONROE TRUCK EQUIPMENT,INC.	309415		TRUCKLITE, LAMP-LICENSE PLATE	
					01-23-000-72540	16.88
					<b>Total :</b>	<b>16.88</b>
160590	8/21/2015	017182 MORRIS SAND & GRAVEL INC	10163		SAND FOR CARRIBEAN BLOCK PAI	
					83-00-000-72923	76.01
					<b>Total :</b>	<b>76.01</b>
160591	8/21/2015	013550 MUNICIPAL CLERKS OF S/W SUBURB	081715		MUNICIPAL CLERKS OF S/W SUBUI	
					01-13-000-72720	30.00
					<b>Total :</b>	<b>30.00</b>
160592	8/21/2015	006139 NAT'L FIRE SPRINKLER ASSOC.INC	300003697		SUBSCRIPTION/DAN RIORDAN	
					01-20-000-72720	85.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160592	8/21/2015	006139	006139 NAT'L FIRE SPRINKLER ASSOC.INC (Continued)			<b>Total : 85.00</b>
160593	8/21/2015	016503 NFPA	6498361X		#2029335 MEMBERSHIP DAN RIOR 01-20-000-72720	165.00 <b>Total : 165.00</b>
160594	8/21/2015	016641 NIEMEYER, DAVID	082015		REIM.EXP.HOTEL,GAS/SPRINGFIEL 01-12-000-72130 01-12-000-73530	116.92 22.46 <b>Total : 139.38</b>
160595	8/21/2015	006221 NORTHERN SAFETY CO. INC.	901556103		FOAM PLUG, EYEWARE 60-00-000-73845 01-24-000-73845 01-23-000-73845	47.19 23.59 47.19 <b>Total : 117.97</b>
160596	8/21/2015	016379 OLSSON ROOFING COMPANY INC	15002322		LOCATING AND REPAIRING ROOF I 01-25-000-72520	432.00 <b>Total : 432.00</b>
160597	8/21/2015	006475 PARK ACE HARDWARE	048760/1 048941/1 048953/1 048971/1 048972/1 048998/1 048999/1 049004/1		KNIFE,SHOCK N SWIM 01-23-000-73550 COUPLING 1/8" FPT, NIPPLE 1/8"X6 01-23-000-72540 FAST SET POST SET 01-23-000-73840 RISER EXTEND 1/2X1/2X3" 01-23-000-73680 KEY 01-17-205-73600 SHOCK 01-23-000-73550 LEADER HOSE 60-00-000-73631 STEELWOOL,CAULK 73-80-000-73870	5.48 9.42 12.78 2.52 14.64 7.98 19.17 8.38

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160597	8/21/2015	006475 006475 PARK ACE HARDWARE	(Continued)			<b>Total : 80.37</b>
160598	8/21/2015	001654 PCS INDUSTRIES	208693		CLOROX WASHING MACHINE CLE/ 01-19-000-73580	28.00 <b>Total : 28.00</b>
160599	8/21/2015	014682 PITNEY BOWES	5218764-AU15		ACCT#5218764 7/30/15-8/30/15 01-17-205-72750	140.70 <b>Total : 140.70</b>
160600	8/21/2015	006499 PITNEY BOWES INC	518742 556362 559211		ACCT#0097-6269-88-6, EQUIPMENT 30-00-000-74135 ACCT#0097-6269-88-6, 8/6/15-10/15 01-14-000-72750 60-00-000-72750 ACCT#0097-6269-88-6, 8/1/15-10/31 01-14-000-72750 60-00-000-72750	10,490.00 -31.79 -31.78 -125.05 -125.03 <b>Total : 10,176.35</b>
160601	8/21/2015	015491 PIZZO & ASSOCIATES, LTD.	15130	VTP-013144	TOWN POINT BASIN GENERAL STE 65-00-000-72591	2,035.00 <b>Total : 2,035.00</b>
160602	8/21/2015	014275 PUBLIC SAFETY DIRECT, INC.	27675		AUTO SERVICE AND REPAIR 01-21-000-72540	129.96 <b>Total : 129.96</b>
160603	8/21/2015	014412 RAINS, SCOTT	081715		REIMBURSEMENT FOR PURCHASE 01-17-220-72240	57.99 <b>Total : 57.99</b>
160604	8/21/2015	013125 RAY'S AUTO BODY	25864 25963	VTP-013281 VTP-013328	REPLACE REAR BUMPER (REPORT 60-00-000-72540 REPAIR RUST AT RR AND LR PANEL 60-00-000-72540	725.80 686.32 <b>Total : 1,412.12</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160605	8/21/2015	006972 RED WING SHOE STORE	000000004-159	VTP-013310	BOOTS 01-19-000-73610	245.49
<b>Total :</b>						<b>245.49</b>
160606	8/21/2015	015230 RIDGE LANDSCAPE SERVICES LLC	4494		VILLAGE LAWN MAINT.8/1/15-8/15/1 01-23-000-72881 01-25-000-72881 70-00-000-72881 60-00-000-72881	14,019.22 784.95 518.06 376.77
<b>Total :</b>						<b>15,699.00</b>
160607	8/21/2015	006874 ROBINSON ENGINEERING CO. LTD.	15080001		PROJ#15-005.01 2015 PMP RESURI 05-00-000-72840	31,002.57
<b>Total :</b>						<b>31,002.57</b>
160608	8/21/2015	017183 RONEY, NORMAN	081815		REIM.EXP.BOATER EDUCATION CE 01-19-000-72145	29.50
<b>Total :</b>						<b>29.50</b>
160609	8/21/2015	016912 ROSENTHAL,MURPHEY,COBLENTZ &	081315		LEGAL SERVICE 01-14-000-72850	4,472.01
<b>Total :</b>						<b>4,472.01</b>
160610	8/21/2015	007049 RYDIN DECAL	310071		2016 TEMP HCHT 01-13-000-72310	256.39
<b>Total :</b>						<b>256.39</b>
160611	8/21/2015	017143 SAILORSAMS.COM LLC	B6892	VTP-013287	HEAT GUN/TAPE 30-00-000-74632	859.97
<b>Total :</b>						<b>859.97</b>
160612	8/21/2015	007629 SAM'S CLUB DIRECT	5278		DESSERTS,PEPPER SHAKER 01-56-000-72937	51.67
<b>Total :</b>						<b>51.67</b>
160613	8/21/2015	007453 SERVICE SANITATION, INC.	7000279		RESTROOM SERVICE 83-00-000-72923	595.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160613	8/21/2015	007453	007453 SERVICE SANITATION, INC.	(Continued)		<b>Total : 595.00</b>
160614	8/21/2015	010969	SEXTON PROPERTIES R.P., LLC	8132015-33	SEMI SOIL 60-00-000-73681 01-23-000-72890	72.50 72.50 <b>Total : 145.00</b>
160615	8/21/2015	014346	SILK SCREEN EXPRESS, INC.	71632	VTP-013321 AMERICAN FLAGS - UNIFORMS 01-20-000-73610	30.00 <b>Total : 30.00</b>
160616	8/21/2015	013043	SITE DESIGN GROUP, LTD.	7374-02	OAK LAWN WATER PIPELINE 3/1/15 60-00-000-72881	295.00 <b>Total : 295.00</b>
160617	8/21/2015	007350	SOUTH SUB. MAYORS & MANAGERS	2016-0086	SSMMA DINNER MTG 01-11-000-72220 01-11-000-72720 01-11-000-72220	300.00 500.00 50.00 <b>Total : 850.00</b>
160618	8/21/2015	012238	STAPLES BUSINESS ADVANTAGE	3274400339 3274400340	OFFICE SUPPLIES 01-13-000-73110 01-14-000-73110 FOLDERS 01-14-000-73110	35.99 82.04 62.09 <b>Total : 180.12</b>
160619	8/21/2015	007503	STAT TOWING	000001539 000001540	POLICE TOW 01-17-220-72753 POLICE TOW 01-17-220-72753	150.00 150.00 <b>Total : 300.00</b>
160620	8/21/2015	007297	SUTTON FORD INC./FLEET SALES	418421 526412	GASKET 01-23-000-72540 REAR BRAKE PADS 01-17-205-72540	20.69 24.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160620	8/21/2015	007297	007297 SUTTON FORD INC./FLEET SALES (Continued)			<b>Total : 45.68</b>
160621	8/21/2015	013215 T.K. IND.	2464	VTP-013286	MAILBOX 19822 SILVERSIDE 01-23-000-73840	265.00 <b>Total : 265.00</b>
160622	8/21/2015	007777 THOMPSON ELEVATOR INSPECTION	15-1010 15-1144 15-1911		1 ELEV PLAN REVIEW 01-30-000-72853 4 SEMI-ANNUAL ELEV CODE REINS 01-30-000-72853 ELEV PLAN REVIEW 01-30-000-72853	75.00 152.00 75.00 <b>Total : 302.00</b>
160623	8/21/2015	011452 TRIHEDRAL ENGINEERING LIMITED	8687	VTP-013288	SCADA SUPPORT RENEWAL 60-00-000-72655	3,107.24 <b>Total : 3,107.24</b>
160624	8/21/2015	014510 TRUGREEN PROCESSING CENTER	36959340 37085176 37089299 37126975 37172251 37175133		LAWN SERVICE, TP FIRE HOUSE # 01-25-000-72881 TREE AND SHRUB SERVICE 167TH 60-00-000-72881 TREE AND SHRUB SERVICE VILLAGE 01-25-000-72881 LAWN SERVICE 76TH AVE 161ST TR 01-23-000-72881 LAWN SERVICE 80TH AVE TRAIN 1 70-00-000-72881 LAWN SERVICE DOWNTOWN AREA 01-23-000-72881	70.00 89.00 89.00 275.00 447.00 125.00 <b>Total : 1,095.00</b>
160625	8/21/2015	012368 VISION INTEGRATED GRAPHICS,LLC	472723 472724		LATE NOTICES FOR JULY BILLS 60-00-000-72310 60-00-000-72110 AUGUST WATER BILLS-CRITICAL M 60-00-000-72310	363.20 485.10 1,670.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160625	8/21/2015	012368	012368 VISION INTEGRATED GRAPHICS,LLC (Continued)			<b>Total : 2,519.20</b>
160626	8/21/2015	010165	WAREHOUSE DIRECT WORKPL SOLTNS 2784594-0		CLEANER, SOAP 01-25-000-73580	83.73
			2786820-0		WIPES, TOWELS, RAGS 01-25-000-73580	86.44
			2788147-0		TOILET PAPER 01-25-000-73580	150.18
					73-67-000-73580	16.84
						<b>Total : 337.19</b>
160627	8/21/2015	008221	WILLE BROTHERS COMPANY	626386	READY MIX CONCRETE 60-00-000-73770	434.00
						<b>Total : 434.00</b>
<b>117 Vouchers for bank code : apbank</b>						<b>Bank total : 368,656.91</b>
<b>121 Vouchers in this report</b>						<b>Total vouchers : 381,572.02</b>

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 : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160628	8/28/2015	012659 ADVANCE AUTO PARTS	6717523336379		BAT BOLT SIDE MOUNT 01-21-000-72540	6.98
			6717523367060		BAT CHGR 01-21-000-72540	27.99
					<b>Total :</b>	<b>34.97</b>
160629	8/28/2015	017199 ADVANTAGE STRUCTURES LLC	TPP2015		STANDARD CONTAINER 01-17-225-73600	1,890.00
					<b>Total :</b>	<b>1,890.00</b>
160630	8/28/2015	014341 AFTERMATH, INC.	JC2015-4774		BIO-HAZARD CLEANING/ WOMANS 01-17-220-73600	105.00
					<b>Total :</b>	<b>105.00</b>
160631	8/28/2015	002456 AMERICAN PLANNING ASSOCIATION	270272-1575		MEMBERSHIP& ILLINOIS CHAPTER 01-31-000-72720	275.00
					<b>Total :</b>	<b>275.00</b>
160632	8/28/2015	010953 BATTERIES PLUS - 277	277-380090		BATTERY 01-19-000-73410	19.50
					<b>Total :</b>	<b>19.50</b>
160633	8/28/2015	010207 BISHOP, BRYAN	082215		PER DIEM: LODGING,MEALS,APPL. 01-17-220-72140	368.20
					<b>Total :</b>	<b>368.20</b>
160634	8/28/2015	008438 BRUNING, RONALD	081415		REIM. EXP. MILEAGE 129 @ 57.5 01-31-000-73530	74.18
					<b>Total :</b>	<b>74.18</b>
160635	8/28/2015	003659 CALIFORNIA CONTRACTORS SUPPLIE	PP88110		SAFETY GLASSES 60-00-000-73845 01-23-000-73845 01-24-000-73845	47.90 47.90 23.96
					<b>Total :</b>	<b>119.76</b>
160636	8/28/2015	014148 CALL ONE	081515		1010-7655-0000	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160636	8/28/2015	014148 CALL ONE	(Continued)			
					01-19-000-72120	750.59
					60-00-000-72120	2,652.49
					01-31-000-72120	20.75
					01-32-000-72120	13.53
					01-35-000-72120	13.53
					01-53-000-72120	7.22
					60-00-000-72120	69.06
					01-30-000-72120	20.75
					01-17-205-72120	607.11
					01-12-000-72120	21.49
					01-14-000-72120	945.00
					01-11-000-72120	5.01
					01-12-000-72120	11.51
					01-17-205-72120	11.51
					01-19-000-72120	2.51
					01-23-000-72120	3.00
					01-24-000-72120	3.00
					01-31-000-72120	3.00
					01-32-000-72120	3.00
					60-00-000-72120	7.53
					01-12-000-72120	34.29
					01-14-000-72120	114.60
					01-15-000-72120	20.75
					01-17-205-72120	68.58
					01-19-000-72120	30.68
					01-20-000-72120	10.38
					01-23-000-72120	13.53
					01-24-000-72120	13.53
					<b>Total :</b>	<b>5,477.93</b>
160637	8/28/2015	017197 CAREY INTERNATIONAL , INC	43521		GROUND TRANSPORTATION SERV	
					12-00-000-72986	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
160638	8/28/2015	003304 CARLIN-MORAN LANDSCAPE INC	1210A		TREES/MULCH- 167TH & 80TH AVE	
					60-00-000-72881	420.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160638	8/28/2015	003304	003304 CARLIN-MORAN LANDSCAPE INC (Continued)			<b>Total : 420.00</b>
160639	8/28/2015	003229	CED/EFENGEE			
			5025-493559	VTP-013330	STREET LIGHTING MATERIAL 01-24-000-73570	586.12
			5025-493563	VTP-013330	STREET LIGHTING MATERIAL 01-24-000-73570	405.72
			5025-493581		RCPT 01-25-000-73570	10.64
					<b>Total :</b>	<b>1,002.48</b>
160640	8/28/2015	011391	CHIEF SUPPLY CORPORATION, INC			
			344651		DISPOSABLE EMERG 01-17-220-72230	738.50
					<b>Total :</b>	<b>738.50</b>
160641	8/28/2015	013171	COMCAST CABLE			
			8771401810265348		ACCT#8771401810265348 FIRE ST : 01-19-000-73870	12.66
			8771401810316240		ACCT#8771401810316240 7850 183 01-17-205-72720	33.71
					<b>Total :</b>	<b>46.37</b>
160642	8/28/2015	013892	COMED			
			6771163052		ACCT#6771163052 TRAFFIC SIGNA 01-24-000-72510	143.23
					<b>Total :</b>	<b>143.23</b>
160643	8/28/2015	013878	COMED - COMMONWEALTH EDISON			
			2335053008		ACCT#2335053008 LITE RT/25 MET 70-00-000-72510	166.28
			2863040039		ACCT#2863040039 LITE RT/25 8100 01-24-000-72510	189.21
			5437131000		ACCT#5437131000 7980 W 183RD S 01-25-000-72510	152.98
					<b>Total :</b>	<b>508.47</b>
160644	8/28/2015	012410	CONSERV FS, INC.			
			2102278-IN		ERO BLANKET,EROSION BLANKET 01-23-000-73680	159.78
					<b>Total :</b>	<b>159.78</b>
160645	8/28/2015	017200	CONVENIENT FOOD MART			
			Ref001321639		UB Refund Cst #00488862 60-00-000-20599	31.11

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160645	8/28/2015	017200	017200 CONVENIENT FOOD MART		(Continued)	<b>Total : 31.11</b>
160646	8/28/2015	003635	CROSSMARK PRINTING, INC		BURGLAR ALARM PERMIT APPLICA	
			27147	VTP-013329	01-17-215-72310	383.56
			27148		PAYROLL FORM	
				VTP-013327	01-17-205-72310	345.84
					01-17-205-72310	36.00
			27153		WINDOW ENVELOPES	
					01-14-000-72310	283.63
			27154		DOG LICENSE APPLICATION	
					01-13-000-72310	218.68
			27155		CARDS FOR CONCERT	
					01-45-000-72310	50.49
			27156		BUY ONE GET ONE FREE GOLF	
					01-45-000-72310	68.69
			27157		BUSINESS CARDS/WM BALLING	
					60-00-000-72310	23.75
					01-23-000-72310	23.75
			27158		LETTERHEAD	
					01-14-000-72310	1,581.75
					01-17-205-72310	297.25
					01-46-000-72310	89.18
					01-19-000-72310	74.31
					01-20-000-72310	74.31
					<b>Total :</b>	<b>3,551.19</b>
160647	8/28/2015	012855	CYLINDERS INC.		PLOW CYLINDER	
			37689		01-23-000-72540	284.00
					<b>Total :</b>	<b>284.00</b>
160648	8/28/2015	003864	DITCH WITCH MIDWEST		JOYSTICK,VOLT METER,SWITCH,G	
			PSO024952-1		01-24-000-72530	196.80
					<b>Total :</b>	<b>196.80</b>
160649	8/28/2015	017195	DO-ALL FENCE, INC.		REPAIR DUMPSTER GATE	
			8425		01-17-205-72541	650.00
					<b>Total :</b>	<b>650.00</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160650	8/28/2015	017073 DYNEGY ENERGY SERVICES LLC	149426715081		ACCT#GMCVIL2076- 01-24-000-72510	13,083.40
<b>Total :</b>						<b>13,083.40</b>
160651	8/28/2015	004119 ENVIROTEST/PERRY LABS INC	15-131214		COLIFORM SAMPLES 60-00-000-72865	480.00
<b>Total :</b>						<b>480.00</b>
160652	8/28/2015	016755 ESSENTIAL EQUIPMENT SOLUTIONS	3818	VTP-013229	TOWER RESCUE EQUIPMENT 30-00-000-74196 30-00-000-74196	6,818.00 238.10
<b>Total :</b>						<b>7,056.10</b>
160653	8/28/2015	004019 EVON'S TROPHIES & AWARDS	061215.. 07/20/15 080515		800 SERVICE PINS 01-14-000-72974 POLOS 01-20-000-73875 BENCH AWARDS 83-00-000-72923	2,200.00 355.00 605.00
<b>Total :</b>						<b>3,160.00</b>
160654	8/28/2015	017075 F.C.C. CORPORATION INC	101-15 102-15 103-15 104-15 105-15 106-15	VTP-013323	REMOVE & REPLACE SIDEWALK 01-23-000-75200 REMOVE & REPLACE SIDEWALK 01-23-000-75200 REMOVE & REPLACE SIDEWALK 01-23-000-75200 REMOVE & REPLACE SIDEWALK 01-23-000-75200 CONCRETE SLAB AT PD 30-00-000-75801 REMOVE & REPLACE SIDEWALK 01-23-000-75200	9,726.08 7,672.82 3,480.08 7,013.68 9,500.00 7,503.31
<b>Total :</b>						<b>44,895.97</b>
160655	8/28/2015	017137 FIGLIULO & SILVERMAN	40217		TRACE AMBULANCE SERVICE/JUL 01-14-000-72850	1,898.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160655	8/28/2015	017137 017137 FIGLIULO & SILVERMAN	(Continued)			<b>Total : 1,898.75</b>
160656	8/28/2015	017201 FIRST MIDWEST BANK	312-1106		#312-1106 SAFE DEPOSIT RENTAL 01-13-000-72720	74.00 <b>Total : 74.00</b>
160657	8/28/2015	012941 FMP	52-289458		COMPRESSOR 1R 01-17-205-72540	466.10 <b>Total : 466.10</b>
160658	8/28/2015	011132 FORCE ENTERPRISES	028904		MAILING LABELS 01-13-000-72310	602.21 <b>Total : 602.21</b>
160659	8/28/2015	004185 FOREST LUMBER	51128		LUMBER,RAKE 01-23-000-73710 01-23-000-73410	18.78 119.88 <b>Total : 138.66</b>
160660	8/28/2015	011898 FRED PRYOR SEMINARS	18291618	VTP-013344	TRAINING FOR STEVE GROSSI 01-23-000-72140	199.00 <b>Total : 199.00</b>
160661	8/28/2015	010419 GLOBAL EMERGENCY PRODUCTS, INC	AGJ9493 AGJ9599	VTP-013255	TRUCK 201 REPAIR 01-19-000-72540 REPAIRS E213 01-19-000-72540	5,059.65 1,733.37 <b>Total : 6,793.02</b>
160662	8/28/2015	004493 GORDON FOOD SERVICE INC.	768112237		TABLECOVERS,COFFEE 01-56-000-72937	63.94 <b>Total : 63.94</b>
160663	8/28/2015	015397 GOVTEMPSUSA LLC	1754673 1754674		7/12 PAULA WALLRICH/PLANNING 01-31-000-72750 7/19 PAULA WALLRICH/PLANNING 01-31-000-72750	1,702.40 2,207.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160663	8/28/2015	015397 015397 GOVTEMPSUSA LLC	(Continued)			<b>Total : 3,910.20</b>
160664	8/28/2015	004438 GRAINGER	9819376774		DRIVER	
			9820749563		01-24-000-73410	38.72
					GLOVES,SPRAY PAINT	
					01-24-000-73845	59.44
					60-00-000-73620	6.40
			9821082097		SPRAY PAINT	
					60-00-000-73620	9.60
			9822334901		DIGITAL CALIPER	
					01-25-000-73410	38.40
					<b>Total :</b>	<b>152.56</b>
160665	8/28/2015	014491 HANSEN DOOR INC.	4014		TORSION SPRING,PLUGS	
					01-25-000-72520	278.00
					<b>Total :</b>	<b>278.00</b>
160666	8/28/2015	012328 HOMER INDUSTRIES	S80101		DROP CHARGE-CHIPS	
					01-23-000-72890	50.00
					<b>Total :</b>	<b>50.00</b>
160667	8/28/2015	011032 HUB INTERNATIONAL LIMITED	145461		NOTARY ANTHONY CAMPBELL	
					01-17-205-72720	20.00
					<b>Total :</b>	<b>20.00</b>
160668	8/28/2015	015497 ILLINOIS SECRETARY OF STATE	106358583		#106358583 NOTARY FILING FEE	
					01-17-205-72720	10.00
					<b>Total :</b>	<b>10.00</b>
160669	8/28/2015	013235 INTEGRITY SIGN COMPANY	79806		CHANGE GRAPHICS	
					01-19-000-72540	205.00
					<b>Total :</b>	<b>205.00</b>
160670	8/28/2015	005186 INTERSTATE BATTERY SYSTEM	24020588		BATTERIES 6R and 12M	
					01-17-205-72540	239.90
					<b>Total :</b>	<b>239.90</b>
160671	8/28/2015	014255 KEATING, EILEEN	114-5281274-6616202		12 OF SANDISK 4GB CLASS 4 SDHC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160671	8/28/2015	014255 KEATING, EILEEN	(Continued)		01-20-000-72340	64.20
					<b>Total :</b>	<b>64.20</b>
160672	8/28/2015	016181 KISLER, STEPHANIE	081715		REIM. EXP. MILEAGE 68.4 MILES @ 01-31-000-73530	39.33
					<b>Total :</b>	<b>39.33</b>
160673	8/28/2015	005471 LAW ENFORCEMENT FOUNDATION	84698672	VTP-013345	FEE FOR ILLINOIS TRIAD CONFERI 01-17-215-72170	80.00
					<b>Total :</b>	<b>80.00</b>
160674	8/28/2015	010360 LIBERTY CREATIVE SOLUTIONS,INC	85412		MODIFICATIONS WEBSITE 01-35-000-72653	465.00
					<b>Total :</b>	<b>465.00</b>
160675	8/28/2015	016809 M F CONSTRUCTION	082115		TESTING,REPAIR AS NEEDED BACI 01-25-000-72790	1,874.77
					<b>Total :</b>	<b>1,874.77</b>
160676	8/28/2015	011800 MAC TOOLS DISTRIBUTOR	82744		PURCHASED FROM TP/TIRE MACH 01-00-000-54035	-975.00
			84767		TRAILER TESTER 01-23-000-73410	219.99
			89384		REVERSIBLE DRILL 01-23-000-73410	229.99
			89533		BLACK PLASTIC CREEPER,IMPACT 01-23-000-73410	170.58
			90287		PIN RETAIN , O-RING 01-23-000-73410	25.00
			90490		FLUID EVACUATOR/DISP 01-23-000-73410	169.99
			90880		IMPACT EXT 7 01-23-000-73410	49.99
			94216		DRILL BIT SET 01-23-000-73410	359.99
					<b>Total :</b>	<b>250.61</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160677	8/28/2015	006074 MENARDS	76643		OIL-DRI,OIL REFILLS ,GLADE CONE 01-19-000-73410	29.84
			76722		LUMBER 01-25-000-73710	11.69
			76790		16 GALLON WET DRY 01-25-000-73580	179.00
			76809		K-CUPS 01-21-000-72220	69.78
			76811		FLOOR FINISH,FLOOR STRIPPER 01-25-000-73580	26.94
			76858		SCREWS,BRAKELEEN,LUBE,MASC 01-19-000-72524	63.33
			76930		FOLDING CHAIR MAT 01-25-000-73110	24.98
			76987		SIGN,TAPE,CONNTR,LAMP 01-21-000-72530	26.03
<b>Total :</b>						<b>431.59</b>
160678	8/28/2015	014443 MURPHY & MILLER, INC.	236572		COMPRESSOR,CONTACTOR,CHAN 01-25-000-72530	13,062.00
<b>Total :</b>						<b>13,062.00</b>
160679	8/28/2015	011466 NEW ALBERTSONS INC.	6030375100017554		FOOD TRAYS/BLOCK PARTY 01-21-000-72220	86.84
<b>Total :</b>						<b>86.84</b>
160680	8/28/2015	013034 NOTARY PUBLIC ASSOC.	082815		NOTARY STAMP LAURA GODETTE 01-13-000-72720	26.00
<b>Total :</b>						<b>26.00</b>
160681	8/28/2015	010135 ONSITE COMMUNICATIONS USA, INC	43612		MOBILE RADIOS 01-17-205-72550	1,544.50
			43626		REPLACE MOBILE HAND MICROPH 01-17-205-72550	73.00
			43651		DATA CARD RIBBON 01-25-000-72530	253.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160681	8/28/2015	010135	010135 ONSITE COMMUNICATIONS USA, IN (Continued)			<b>Total : 1,870.50</b>
160682	8/28/2015	006464	ORLAND FIRE PROTECTION DISTR		(DONLAN) VEHICLE MACHINERY TI	
			10137	VTP-013076	01-19-000-72145	700.00
			10137.	VTP-012928	(FRENCH) VEHICLE MACHINERY TI	
					01-19-000-72140	700.00
			10137..	VTP-012925	(WOOTEN) VEHICLE MACHINERY T	
					01-19-000-72145	700.00
					<b>Total : 2,100.00</b>	
160683	8/28/2015	006475	PARK ACE HARDWARE		SCAN,FASTENERS	
			048938/1		01-19-000-72140	12.94
			048975/1		WOOD FILLER,PAINTBRUSH,VARNI	
					01-19-000-72140	28.56
			049018/1		FOAM FILTER,CARTRIDGE	
					01-19-000-73410	50.96
			049040/1		STEEL	
					73-67-000-73570	10.39
			049046/1		GRND CONNECTOR	
					01-19-000-72524	33.98
			049814/1		FASTENERS	
					01-19-000-72524	6.93
					<b>Total : 143.76</b>	
160684	8/28/2015	006597	PITNEY BOWES PURCHASE POWER	19398312	ACCT#8000-9000-0107-6300 6/25/15	
					01-30-000-72110	343.62
					01-40-000-72110	41.79
					01-13-000-72110	101.97
					01-17-217-72110	42.45
					01-45-000-72110	13.32
					01-32-000-72110	24.59
					01-24-000-72110	184.85
					01-21-000-72110	8.72
					14-00-000-72110	192.39
					01-20-000-72110	25.11
					01-48-000-72110	195.83
					83-00-000-72110	3.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160684	8/28/2015	006597	PITNEY BOWES PURCHASE POWER	(Continued)		
					01-35-000-72110	18.30
					01-17-205-72110	5.90
					01-31-000-72110	114.41
					01-53-000-72110	0.48
					01-56-000-72110	169.81
					06-00-000-72110	47.53
					60-00-000-72110	1,133.62
					01-47-000-72110	40.44
					01-14-000-72110	2,436.81
					<b>Total :</b>	<b>5,145.30</b>
160685	8/28/2015	006656	PITNEY BOWES RESERVE ACCOUNT	082515	REFILL POSTAGE METER	
					01-17-205-72110	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
160686	8/28/2015	015491	PIZZO & ASSOCIATES, LTD.	15219	2015 SETTLERS POND EAST REST	
				VTP-013298	65-00-000-72591	1,451.03
			15220		APPLE LANE POND	
				VTP-013278	65-00-000-72591	660.90
					<b>Total :</b>	<b>2,111.93</b>
160687	8/28/2015	014087	PROMOS 911, INC	5312	BOOKMARK	
					01-20-000-73605	844.74
					<b>Total :</b>	<b>844.74</b>
160688	8/28/2015	014275	PUBLIC SAFETY DIRECT, INC.	27816	SERVICE DODGE 2500	
					01-21-000-72540	50.00
					<b>Total :</b>	<b>50.00</b>
160689	8/28/2015	006361	RAY O'HERRON CO. INC	1546097-IN	NAVY CARRIER W/TAILS	
					01-17-220-74618	1,295.20
					<b>Total :</b>	<b>1,295.20</b>
160690	8/28/2015	012639	RMC JANITORIAL	1109	MONTHLY CLEANING/TP STUDIO/A	
					01-46-000-72790	285.00
					<b>Total :</b>	<b>285.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160691	8/28/2015	016172 S.S.E.R.T.	15-033		2015-16 MEMBERSHIP 01-17-205-72720	1,000.00
<b>Total :</b>						<b>1,000.00</b>
160692	8/28/2015	007629 SAM'S CLUB DIRECT	0548		COOKIE TRAY,PLATES,SPOONS,NA 60-00-000-73115	30.81
					01-30-000-73110	30.81
					01-31-000-73110	30.81
					01-14-000-73115	20.98
					01-25-000-73115	8.78
					01-14-000-73115	57.55
			3245		WATER,SODA,COFFEE	
					01-14-000-73115	5.49
					01-25-000-73115	5.49
					01-30-000-73110	5.49
					01-31-000-73110	5.49
					01-14-000-73115	15.77
			3261		83-00-000-72923	40.56
					WATER,BATTERIES,CANDY,COPY F	
					01-14-000-73115	4.98
					01-14-000-73110	13.94
					60-00-000-73110	13.94
					01-30-000-73110	13.94
					01-31-000-73110	13.94
					01-14-000-73115	15.66
					60-00-000-73115	15.66
					01-30-000-73110	15.66
					01-31-000-73110	15.65
					60-00-000-73115	7.97
					01-24-000-73115	3.98
					01-23-000-73115	7.97
					60-00-000-73840	6.39
					01-24-000-73840	3.20
					01-23-000-73840	6.39
					01-14-000-73115	43.26
			4266		SNACKS,WATER,COPY PAPER	
					01-14-000-73115	15.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160692	8/28/2015	007629	SAM'S CLUB DIRECT			
			(Continued)			
					60-00-000-73115	2.49
					01-30-000-73110	2.49
					01-31-000-73110	2.49
					01-14-000-73110	13.94
					60-00-000-73110	13.94
					01-30-000-73110	13.94
					01-31-000-73110	13.94
			6356		CANDY,BATTERIES,CUSHION WRA	
					01-14-000-73115	10.92
					60-00-000-73115	10.92
					01-30-000-73110	10.91
					01-31-000-73110	10.91
					60-00-000-73110	11.59
					01-30-000-73110	11.59
					01-31-000-73110	11.59
					01-25-000-73870	12.98
					01-20-000-73110	111.52
					01-21-210-73110	111.52
					01-14-000-73110	11.59
			7779		WATER, TABLECOVERS, COPY PAPER	
					01-14-000-73115	34.83
					60-00-000-73110	22.30
					01-24-000-73110	11.16
					01-23-000-73110	22.30
					01-25-000-73580	17.35
			8821.		COPY PAPER, FORKS, PAPER TOWEL	
					01-14-000-73110	27.88
					60-00-000-73110	27.88
					01-30-000-73110	27.88
					01-31-000-73110	27.88
					01-14-000-73115	6.62
					60-00-000-73115	6.61
					01-30-000-73110	6.61
					01-31-000-73110	6.61
					60-00-000-73115	7.97
					01-24-000-73115	3.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160692	8/28/2015	007629 SAM'S CLUB DIRECT	(Continued)			
			9827		01-23-000-73115 BINDER,SPOON,KLEENJEX,PENS,C	7.97
					01-17-205-73110	125.47
					01-17-205-73315	45.89
					01-17-205-73570	28.38
					<b>Total :</b>	<b>1,331.35</b>
160693	8/28/2015	014962 SANCHEZ, LAURA	082215		PER DIEM: LODG,MEALS,APPL FEE	
					01-17-220-72140	368.20
					<b>Total :</b>	<b>368.20</b>
160694	8/28/2015	015314 SANCHEZ, VICKI	31930		REIM.EXP. BOO BASH SUPPLIES	
					83-00-000-72923	361.64
					<b>Total :</b>	<b>361.64</b>
160695	8/28/2015	007092 SAUNORIS	478906		SOD	
			479000		01-23-000-73680	636.00
					SOD	
					01-23-000-73680	511.50
					<b>Total :</b>	<b>1,147.50</b>
160696	8/28/2015	007453 SERVICE SANITATION, INC.	7000281		RESTROOM & HAND SANITIZER 8/2	
					83-00-000-72923	543.00
					<b>Total :</b>	<b>543.00</b>
160697	8/28/2015	007109 SIRCHIE FINGER PRINT LABS	0219071-IN	VTP-013302	SWAB KIT, RED EVIDENCE TAPE, E	
					01-17-225-73550	777.45
					<b>Total :</b>	<b>777.45</b>
160698	8/28/2015	013043 SITE DESIGN GROUP, LTD.	7250-12		TP COMPLETE STREETS 6/21/15-7/	
			7360.17-02		19-00-000-75610	462.50
			7360.19-03		TINLEY PLAN- FAMOUS LIQUORS 7	
					01-31-000-72847	85.00
					TINLEY PLAN- BICKFORD SENIOR I	
					01-31-000-72847	147.50
			7500-06		TP PLANNING SERVICES 6/21/15-7/	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160698	8/28/2015	013043 SITE DESIGN GROUP, LTD.	(Continued)			
			7564.08-01		01-31-000-72847 TP LANDSCAPE REVIEWS 2015-DR	275.00
			7564.09-01		01-31-000-72847 TP LANDSCAPE REVIEWS 2015 - S	212.50
			7564.10-01		01-31-000-72847 TP LANDSCAPE REVIEWS 2015-UN	255.00
			7564.11-01		01-31-000-72847 TINLEY LANDSCAPE REVIEWS- BR	382.50
			7565-05		01-31-000-72847 TP LANDSCAPE AUDITS 2015	140.00
					01-31-000-72847	105.00
					<b>Total :</b>	<b>2,065.00</b>
160699	8/28/2015	012238 STAPLES BUSINESS ADVANTAGE	3274985005		BINDER,CLIPS,FLASH DRIVE,DVD (	
			3274985006		01-17-205-73110 DESKPAD,LASER LABEL	146.44
			3274985007		01-17-205-73110 BUSINESS CARDS,CORR ROLLER,	64.13
					01-32-000-73110	7.14
					01-13-000-73110	22.48
					01-35-000-73110	145.42
					01-14-000-73110	30.47
			3274985008		PENS,HIGHLIGHTER,PADS,FILE JA	
					01-14-000-73110	114.03
					01-13-000-73110	0.99
					<b>Total :</b>	<b>531.10</b>
160700	8/28/2015	011189 STAPLES CREDIT PLAN	30418		FAX TONER	
					01-25-000-73110	30.28
					<b>Total :</b>	<b>30.28</b>
160701	8/28/2015	007503 STAT TOWING	000001561		CR#15-02985 TOWING	
					01-17-220-72753	550.00
					<b>Total :</b>	<b>550.00</b>
160702	8/28/2015	007658 STATE TREASURER	42911		TRAFFIC SIGNAL MAINT.	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160702	8/28/2015	007658 STATE TREASURER	(Continued)		01-24-000-72775	1,931.34
					<b>Total :</b>	<b>1,931.34</b>
160703	8/28/2015	016890 STATEWIDE PUBLISHING LLC	Vil1741012580		LEGAL NOTICE 01-47-000-72330	152.00
			Vil2091014530		LEGAL NOTICE 01-48-000-72330	160.00
			Vil2091014531		LEGAL NOTICE 01-48-000-72330	160.00
			Vil2111014609		LEGAL NOTICE 01-48-000-72330	160.00
			Vil2221014805		LEGAL NOTICE 01-48-000-72330	160.00
			Vil2231014848		LEGAL NOTICE 01-48-000-72330	160.00
			Vil2251014911		LEGAL NOTICE 01-48-000-72330	160.00
					<b>Total :</b>	<b>1,112.00</b>
160704	8/28/2015	007297 SUTTON FORD INC./FLEET SALES	418374	VTP-013336	EXHAUST MANIFOLDS AND MISC P 01-30-000-72540	1,277.17
			418559		INSTRUMENT CLUSTER 01-17-205-72540	354.59
					<b>Total :</b>	<b>1,631.76</b>
160705	8/28/2015	007777 THOMPSON ELEVATOR INSPECTION	15-2956		SERV ELEV PLAN REVW BREMENT 01-30-000-72853	75.00
					<b>Total :</b>	<b>75.00</b>
160706	8/28/2015	012480 TOTAL ADMINISTRATIVE SERV.CORP	IN599131		ADMIN FEES 10/1/15-10/31/15 01-14-000-72449	188.75
					<b>Total :</b>	<b>188.75</b>
160707	8/28/2015	014510 TRUGREEN PROCESSING CENTER	37301291		FIRE HOUSE #3 9191 175TH ST 01-25-000-72881	35.00
			37308557		LAWN SERV 179 & 84TH ST	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160707	8/28/2015	014510 TRUGREEN PROCESSING CENTER	(Continued)			
			37311187		01-23-000-72881 LAWN SERV 84 & 179TH ST	250.00
			37313059		01-23-000-72881 LAWN SERV 183 & VETERANS PKV	225.00
			37315851		01-23-000-72881 LAWN SERV PW GARAGE 7980 183	125.00
			37318094		01-25-000-72881 LAWN SERV PD 7850 183RD ST	78.00
			37442224		01-25-000-72881 LAWN SERV PUMP ST 183 RIDGEL	70.00
			37504926		60-00-000-72881 TREE & SHRUB 179 TH & 80TH AVE	180.00
			37510047		70-00-000-72881 TREE & SHRUB SERV 7850 183RD :	425.00
			37510053		01-25-000-72881 TREE & SHRUB 7980 183RD ST	140.00
			37551931		01-25-000-72881 LAWN SERV MEDIANS HARLEM 16	89.00
			37556278		01-23-000-72881 LAWN SERV PUMP ST 6640 167TH	290.00
					60-00-000-72881	90.00
					<b>Total :</b>	<b>1,997.00</b>
160708	8/28/2015	002165 ULINE, INC	69902153		TOTES,TRASH BAGS	
					01-17-220-73600	364.25
					<b>Total :</b>	<b>364.25</b>
160709	8/28/2015	011904 UPS	0000626634345		SHIPPER #626634	
					01-17-205-72110	10.19
					<b>Total :</b>	<b>10.19</b>
160710	8/28/2015	011416 VERIZON WIRELESS	9750608447		ACCT 280481333-00001	
					11-00-000-72127	38.01
					01-15-000-72127	152.04
					01-17-220-72127	1,596.44
					01-17-205-72127	76.02

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160710	8/28/2015	011416	VERIZON WIRELESS		(Continued)	
					01-19-000-72127	342.15
					01-20-000-72127	114.03
					01-21-000-72127	190.05
					01-25-000-72127	38.01
					01-30-000-72127	190.05
					60-00-000-72127	266.09
			9750608448		ACCT 2804813333-00003	
					01-15-000-72120	179.37
					01-12-000-72120	179.37
					01-14-000-72120	1.20
					01-17-205-72120	1,514.93
					01-19-000-72120	378.27
					01-20-000-72120	179.77
					01-21-000-72120	131.43
					01-21-210-72120	298.95
					01-23-000-72120	299.55
					01-24-000-72120	99.80
					01-25-000-72120	161.97
					01-30-000-72120	208.68
					01-31-000-72120	63.04
					01-32-000-72120	59.79
					01-42-000-72120	22.72
					01-53-000-72120	11.50
					60-00-000-72120	246.49
					01-23-000-72127	38.05
					01-25-000-72127	38.01
					01-17-205-72127	38.03
					01-23-000-72120	-150.00
			9750610299		285837077-00001	
					01-17-205-72127	1.00
					<b>Total :</b>	<b>7,004.81</b>
160711	8/28/2015	006362	VILLAGE OF OAK LAWN	4254	2006 GO BONDS,2011A GO BONDS	
					60-00-000-73223	29,584.44
					60-00-000-73222	17,200.99

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160711	8/28/2015	006362	006362 VILLAGE OF OAK LAWN		(Continued)	<b>Total : 46,785.43</b>
160712	8/28/2015	010165	WAREHOUSE DIRECT WORKPL SOLTNS 2742937-0		WORKSTATION REPLACEMENTS C	
			2794207-0	VTP-013212	30-00-000-75599	9,007.40
					VACUUM BAGS	
					01-25-000-73580	26.62
					<b>Total :</b>	<b>9,034.02</b>
160713	8/28/2015	011055	WARREN OIL CO.		I0926374	
					N.L. GAS USED 7/30/15-8/17/15	
					01-17-205-73530	11,576.29
					01-19-000-73530	679.34
					01-20-000-73530	104.22
					01-21-000-73530	603.43
					60-00-000-73530	1,512.56
					01-23-000-73530	1,688.82
					01-24-000-73530	652.06
					01-30-000-73530	275.85
					01-31-000-73530	32.94
					01-12-000-73530	426.39
					01-14-000-73532	33.19
					01-14-000-73533	145.13
					14-00-000-73530	79.00
					01-53-000-73530	299.78
			I0926375		DIESEL USED 7/30/15-8/17/15	
					01-19-000-73545	2,072.15
					60-00-000-73545	507.46
					01-23-000-73545	1,143.90
					01-24-000-73545	311.45
					01-14-000-73532	143.54
					01-42-000-73545	355.12
					01-14-000-73531	101.56
					<b>Total :</b>	<b>22,744.18</b>
160714	8/28/2015	008221	WILLE BROTHERS COMPANY		I346409	
					READY MIX CONCRETE	
					01-23-000-73770	599.50
					<b>Total :</b>	<b>599.50</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160715	8/28/2015	017083 WILLIAMS ASSOC. ARCHITECTS LTD	0016598	VTP-013176	FACILITY PLANNING SERVICES FO 30-00-000-72841	286.90
<b>Total :</b>						<b>286.90</b>
160716	8/28/2015	017198 YOUNKER, BRIAN	081915		REIM. EXP. MILEAGE 01-11-000-72130	209.30
<b>Total :</b>						<b>209.30</b>
661828457	8/28/2015	016051 BRASCO, INC	082715		REF DUPLICATE PAYT CONTRACT 01-14-000-79010	50.00
<b>Total :</b>						<b>50.00</b>
<b>90 Vouchers for bank code : apbank</b>						<b>Bank total : 237,830.00</b>
<b>90 Vouchers in this report</b>						<b>Total vouchers : 237,830.00</b>

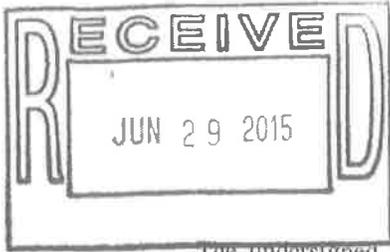
The Tinley Park Village Board having duly met at Village Hall do hereby certify that the following claims or demands against said village were presented and are approved for payment as presented on the above listing.

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

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

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

\_\_\_\_\_ Date



VILLAGE OF TINLEY PARK
SPECIAL USE PERMIT APPLICATION

The undersigned hereby Petitions the Tinley Park Long Range Plan Commission and/or the Village Board to consider a Zoning Map Amendment and/or Special Use Permit as follows:

A. Petitioner Information:

Name: Bremen Animal Hospital, Ltd. (submitted by National Veterinary Associates, Inc.)
Mailing Address: 29229 Canwood
City, State, Zip: Agoura Hills, California, 91301
Phone Numbers: 312-902-5388 (Day) Fax Number: 312-577-4795
Email Address: ESmith@nvanet.com

The nature of Petitioner's interest in the property and/or relationship to the owner (Applications submitted on behalf of the owner of record must be accompanied by a signed letter of authorization): Bremen Animal Hospital, Ltd. is future lessee and operator of the veterinary clinic.

B. Property Information:

The identity of every owner and beneficiary of any land trust must be disclosed.
Property Owner(s): Current: Roger Hagenberg and Norma Jean Hagenberg Trust (See attachment for "Future Property Owner")
Mailing Address: 14620 S Oakley
City, State, Zip: Orland Park, IL 60462
Property Address: 7613 159th Street
Permanent Index No. (PINs): 27-24-101-010-0000
Existing land use: Veterinary Clinic
Lot dimensions and area:

C. Petition Information:

Present Zoning District: B-3
Requested Zoning District: B-3 (no change)

Is a Special Use Permit being requested (including Planned Developments):

Yes [checked] No [ ]

If yes, identify the proposed use: To continue operating the property as a veterinary clinic.

Will any variances be required from the terms of the Zoning Ordinance?

Yes [ ] No [checked]

If yes, please explain (note that Variation application will be required to be submitted):

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

[Signature]
Signature of Applicant

6-25-15
Date

**VILLAGE OF TINLEY PARK  
SPECIAL USE PERMIT APPLICATION**

**APPLICATION REQUIREMENTS**

A complete application consists of the following items submitted in a comprehensive package:

1. The application form, completed and signed by the property owner(s) of record or their authorized agent. Written authorization from the property owner(s) of record is required in order for an authorized agent to act on behalf of the owner(s).
2. Evidence of the applicant's ownership of or interest in the subject property, with a copy of the title commitment or title policy. Note that ownership includes disclosure of all beneficiaries of a land trust, if applicable.
3. The \$400 application fee, payable to the Village of Tinley Park.
4. A written project narrative describing the general nature and outlining specific aspects of the proposal.
5. A Plat of Survey of the subject property, including the legal description of the subject property. This survey must have been prepared by a registered Illinois Land Surveyor, and include all existing structures and improvements on the subject property.
6. Plans and any other information deemed necessary to support the application.

**An application will not be accepted or processed until all of the items above have been submitted.**

Questions regarding this process or application requirements may be directed  
to the Planning Department at 708-444-5100.

**Future Property Owner of 7613 159<sup>th</sup> Street:**

STORE CAPITAL ACQUISITIONS, LLC  
8501 East Princess Drive, Suite 190  
Scottsdale, AZ, 85255

**AUTHORIZATION**

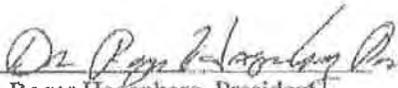
**RE: 7613 W. 159<sup>th</sup> Street, Tinley Park, IL 60477  
27-24-101-010-0000**

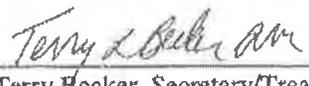
We, the undersigned President and Secretary/Treasurer of, Bremen Animal Hospital, an Illinois corporation, with full authority, hereby authorize and appoint National Veterinary Associates, Inc., a Delaware corporation/NVA SCMLA I, Inc., a Delaware corporation (and their attorneys Eric Smith and John F. Pyne) and Store Capital Acquisitions, LLC, a Delaware limited liability company (and its attorney Lauren E. Walker) to act as agent in all matters pertaining to the Special Use Permit Application within the Village of Tinley Park, Illinois for the above-captioned property.

Please send copies of all correspondence and documents relating to same, to my attorney:

Michael W. Hansen, PC  
c/o Michael W. Hansen  
735 Essington Road, Suite 102  
Joliet, Illinois 60435  
Phone: (815) 744-9500  
Fax: (815) 744-4515  
Email: [mikchansen@mikehansenlaw.com](mailto:mikchansen@mikehansenlaw.com)

**Bremen Animal Hospital, an Illinois corporation**

By:  6/24/15  
Dr. Roger Hagenberg, President Date

By:  6/24/15  
Dr. Terry Becker, Secretary/Treasurer Date

AUTHORIZATION

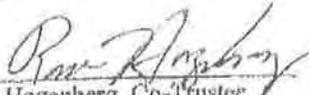
RE: 7613 W. 159<sup>th</sup> Street, Tinley Park, IL 60477  
27-24-101-010-0000

I, Roger F. Hagenberg, as Co-Trustee of The Roger Hagenberg and Norma Jean Hagenberg Trust dated November 20, 2013, with full authority, hereby authorize and appoint National Veterinary Associates, Inc., a Delaware corporation/NVA SCMLA I, Inc., a Delaware corporation (and their attorneys Eric Smith and John F. Pyne) and Store Capital Acquisitions, LLC, a Delaware limited liability company (and its attorney Lauren E. Walker) to act as agent in all matters pertaining to the Special Use Permit Application within the Village of Tinley Park, Illinois for the above-captioned property.

Please send copies of all correspondence and documents relating to same, to my attorney:

Michael W. Hansen, PC  
c/o Michael W. Hansen  
735 Essington Road, Suite 102  
Joliet, Illinois 60435  
Phone: (815) 744-9500  
Fax: (815) 744-4515  
Email: [mikehansen@mikehansenlaw.com](mailto:mikehansen@mikehansenlaw.com)

The Roger Hagenberg and Norma Jean  
Hagenberg Trust dated November 20, 2013

By:  6-10-15  
Roger Hagenberg, Co-Trustee Date

**FINDINGS OF FACT**  
**SPECIAL USE PERMIT – (Including Planned Developments)**  
**PURSUANT TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE**

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record and will be discussed in detail during the Plan Commission meetings and will be provided to any interested party requesting a copy.

Please provide factual evidence that the proposed Special Use meets the statements below and use as much space as needed to provide evidence.

- 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 plans for the site are to continue the service currently provided by Bremen Animal Hospital. No major changes to the physical building are planned. The new owners will continue treating animals in the same capacity with substantially the same staff.

- 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 Special Use will allow the animal hospital to continue operation. No physical changes outside of the business besides the required Landscape Improvements will occur. The current operation of the animal hospital will not be disrupted once NVA takes over ownership.

- 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.**

Since the current animal hospital has been operating for many years within this district, establishing the Special Use permit will do nothing more than allow for that service to continue. No impediments to surrounding properties are expected nor should they be.

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.**

The structural characteristics of the property create the need for a Landscape exception, which has been disclosed with the Village. Mulch, signage, and other improvements to the landscape and property will be implemented in accordance with Village requirements.

- 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.**

Nothing in this application will change the current ingress and egress to the business.

- 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 new business will conform to all Village requirements besides the aforementioned Landscaping issues based on the structural characteristics of the property. The Special Use permit will only allow the business to continue operations in accordance with past practices.

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.**

The new business will continue to provide an important service to the community by treating pets of the residents of the Village. The business may even attract new customers from neighboring communities based on the quality of the treatment the animals receive. Nothing about the Special Use permit required as a result of the change of ownership should disrupt current economic activity and should only increase the success of the animal hospital.

**DEED IN TRUST  
(ILLINOIS)**

Mail to

JAMES J. MORRONE  
12820 S. Ridgeland, Unit C  
Palos Heights, IL 60463

Mail Tax Bills to:

ROGER F. HAGENBERG  
14620 S. Oakley  
Orland Park, IL 60462



Doc#: 1333008003 Fee: \$46.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/26/2013 09:32 AM Pg: 1 of 5

5

**THIS INDENTURE WITNESSETH**, that the Grantors, **ROGER F. HAGENBERG and NORMA JEAN HAGENBERG, husband and wife, of Orland Park, Illinois**, for and in consideration TEN AND NO/00 (\$10.00) DOLLARS and other good and valuable considerations in hand paid, CONVEY and QUIT CLAIM unto **ROGER HAGENBERG and NORMA JEAN HAGENBERG, of Orland Park, Illinois as Co-Trustees under the provisions of the TRUST AGREEMENT OF ROGER HAGENBERG and NORMA JEAN HAGENBERG dated November 20, 2013** (hereinafter referred to as "said trustee", regardless of the number of trustees) and unto all and every successor or successors in trust under said trust agreement, the following described real estate in the County of Cook and State of Illinois, to wit:

**SEE ATTACHED EXHIBIT A**

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof, and to resubdivide said property as often as desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors, in trust all of the title, estate, powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to deal with said property and every

part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

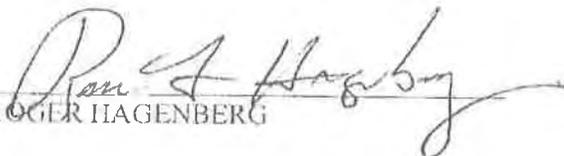
In no case shall any party dealing with said trustee in relations to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder; (c) that said trustee as duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale or execution or otherwise.

IN WITNESS WHEREOF, the grantor(s) aforesaid have \_\_\_ hereunto set their hands \_\_\_ and seals \_\_\_ this 20 day of November 2013.

  
ROGER HAGENBERG

  
NORMA JEAN HAGENBERG

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **ROGER HAGENBERG and NORMA JEAN HAGENBERG** are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

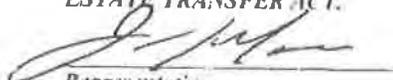
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 20 day of November, 2013

  
Notary Public



Commission expires 4-26-15

**COOK COUNTY ILLINOIS TRANSFER  
STAMPS EXEMPT UNDER PROVISIONS  
OF PARAGRAPH C SECTION 4 REAL  
ESTATE TRANSFER ACT.**

  
Representative

THIS DOCUMENT PREPARED BY: JAMES J. MORRONE  
12820 S. Ridgeland Ave., Unit C, Palos Heights, IL. 60463

## Exhibit A

A parcel of land bounded and described as follows:  
Commencing at the intersection of the South line of 159th Street (as heretofore dedicated by Document Number 10909313) with the West line of the East 40.00 feet of the North East quarter of the North West quarter of Section 24, Township 36 North, Range 12 East of the Third Principal Meridian; thence West along said South line of 159th Street a distance of 175.00 feet for the point of beginning for the hereinafter described parcel of land; thence South on a line parallel with the East line of the North West quarter of said Section 24 a distance of 175.00 feet; thence West on a line parallel with the South line of said 159th Street, a distance of 100.00 feet; thence North on a line parallel with the East line of the North West quarter of said Section 24, a distance of 175.00 feet to the South line of said 159th Street; thence East on the last described line a distance of 100.00 feet to the point of beginning in Cook County, Illinois.

COMMON ADDRESS: 7613 W. 159th Street, Tinley Park, IL 60477

PIN #27-24-101-010-0000

**STATEMENT BY GRANTOR AND GRANTEE**

The Grantor or his agent affirms that, to the best of his knowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: Nov. 21, 2013

Signature: [Handwritten Signature]  
Grantor or Agent

SUBSCRIBED AND SWORN TO BEFORE ME  
this 20 day of Nov, 2013

[Handwritten Signature]  
NOTARY PUBLIC



The Grantee or his agent affirms that, to the best of his knowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated: Nov. 20, 2013

Signature: [Handwritten Signature]  
Grantee or Agent

SUBSCRIBED AND SWORN TO BEFORE ME  
this 20 day of November, 2013

[Handwritten Signature]  
NOTARY PUBLIC





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## Illinois Closing Protection Letter Coverage Effective January 1, 2011

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On August 20, 2010 Illinois Governor Patrick Quinn signed HB5409 (Public Act 096-1454) which mandates the issuance of closing protection letters (CPL) for commercial real property transactions under \$2 million and for all residential property transactions after January 1, 2011.

Please note, for purposes of the Act, "Buyer", "Seller", and "Borrower" are considered a single party to the transaction despite the number of individuals or entities comprising the "Buyer", "Seller", or "Borrower" groupings.

Effective immediately, First American Direct Operations and Agents must begin invoicing the following CPL charges for all transactions closing on or after January 1, 2011:

- \$25 for **EACH** Lender (as in a first and a second, but not the same Lender holding both a first and a second in the same transaction) in a transaction receiving a CPL in connection with either a resale or refinance;
- \$25 to Buyers/Borrowers receiving a CPL in concurrence with a resale matter;
- \$50 to Borrowers receiving a CPL in a refinance transaction;
- \$50 to Sellers receiving a CPL in connection with a resale transaction.

Placements of the above charges on the HUD-1 for residential transactions are as follows:

- \$25 charge for **EACH** Lender (as in a first and a second, but not the same Lender holding both a first and a second in the same transaction) in connection with **either a resale or refinance** should be included in the aggregation of charges shown on Line #1101 of the HUD-1 and referenced in the following manner,  
Closing Protection Coverage – Lender;
- \$25 Buyer/Borrower charges **in a resale** should be included in the aggregation of charges shown on Line #1101 of the HUD-1 and referenced in the following manner,  
Closing Protection Coverage – Buyer/Borrower;
- \$50 Borrower charges **in a refinance** should be included in the aggregation of charges shown on Line #1101 of the HUD-1 and referenced in the following manner,  
Closing Protection Coverage – Borrower;
- \$50 Seller charge, **whether a cash or financed** transaction, is to be itemized on HUD-1 Line #1109 and referenced in the following manner.



**COMMITMENT FOR TITLE INSURANCE**

ISSUED BY

***First American Title Insurance Company***

**AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Exceptions in Schedule B.
- The Conditions, Requirements and Standard Exceptions on the other side of this page.

The Commitment is not valid without Schedule A and Schedule B.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

## CONDITIONS

1. **DEFINITIONS**  
(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
2. **LATER DEFECTS**  
The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment.
3. **EXISTING DEFECTS**  
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
4. **LIMITATION OF OUR LIABILITY**  
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:  

comply with the Requirements shown below

or

eliminate with our written consent any Exceptions shown  
in Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**  
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



**First American Title Insurance Company  
National Commercial Services**

**2425 E. Camelback Road, Suite 300  
Phoenix, AZ 85016**

**ALTA Commitment  
Schedule A**

**Title Inquiries to:**  
**Escrow Inquiries to:**

Revision Info:

Reference: 7613 West 159th Street

File No.: NCS-725826-PHX1

1. Effective Date: April 02, 2015
2. Policy or Policies to be issued: Amount:
  - a. ALTA Owner's Policy  
IL: ALTA 2006 Owner's Policy \$850,000.00  
  
Proposed Insured:  
STORE Capital Acquisitions, LLC
  - b. ALTA Loan Policy  
  
IL: ALTA 2006 Loan Policy \$None  
  
Proposed Insured:  
None
3. The estate or interest in the title described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

Roger Hagenberg and Norma Jean Hagenberg, of Orland Park, Illinois as co-trustees  
under the provisions of the trust agreement of Roger Hagenberg and Norma Jean

Hagenberg Trust, dated November 20, 2013

4. The land referred to in this Commitment is described as follows:

A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

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

Note: For informational purposes only, the land is known as:

7613 West 159th Street  
Tinley Park, IL 60477

**THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.**

**ALTA Commitment  
Schedule B**

File No.: NCS-725826-PHX1

If any document referenced herein contains a covenant, condition or restriction violative of 42USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exception.
5. The land covered by this commitment is subject to the Predatory Lending Database Program (765 ILCS 77/70 et seq.). Effective July 1, 2008, valid Certificates of Compliance or Exception Issued in conformity with the act must be obtained at the time of closing in order to record any mortgage. For additional information, go to [www.idfpr.com](http://www.idfpr.com), the Division of Banking. Effective July 1, 2010, the counties affected are Cook, Will, Kane and Peoria.
6. Note: If any contemplated deed of conveyance of the land is exempt from the operation of the provisions of paragraph 1(a) of 765 ILCS 205/1, the plat act, such deed should be accompanied by a proper affidavit establishing to the satisfaction of the recorder of deeds of Cook County, Illinois, that the conveyance is so exempt. If said conveyance is not so exempt, compliance should be had with the provisions of said paragraph 1(a).
7. We should be furnished either (a) an affidavit from the owner indicating that there is no property manager employed; or (b) a final lien waiver from the property manager acting on behalf of the owner.
8. Proof of any lien or right to lien for services, labor, or materials heretofore or hereafter furnished for tenant improvements.
9. Relative to the deletion of Standard Exceptions 1 through 5, we should be furnished the following:
  - 1) A sworn statement disclosing all parties in possession of the land, including parties in possession under unrecorded leases and the terms and provisions thereof; options; and unrecorded contracts to purchase the land.
  - 2) A current survey of the land, properly certified to the Company, made in accordance with (i) the accuracy requirements of a survey pursuant to the 'Minimum Standard Detail Requirements for Land Title Surveys' Jointly Established and Adopted by the American Land Title Association and American Congress on Survey and Mapping; and (ii) the Laws of the State of Illinois.

- 3) An ALTA Extended Coverage Policy Statement. If new construction has taken place within the last six months, the following should be produced: Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any improvements made on the land within six months of the date of this commitment. This evidence should consist of sworn contractors' and subcontractors' affidavits, together with all necessary waivers of lien.
10. With respect to Roger Hagenberg and Norma Jean Hagenberg Trust, dated November 20, 2013, we will require a full copy of the trust agreement and any amendments, together with an affidavit signed by the trustee stating that it is a true copy and that there have been no further amendments and is still in effect. Other requirements may be made following the review of such documents.

**ALTA Commitment  
Schedule B**

File No.: NCS-725826-PHX1

This commitment, and policy when issued, does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

**EXCEPTIONS FROM COVERAGE**

**Part One:**

1. Right or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the "Minimum Standards of Practice," 68 Ill. Admin. Code, Sec. 1270.56(b)(6)(P) for residential property or the ALTA/ACSM land title survey standards for commercial/industrial property.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, or special assessments, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

**Part Two:**

1. General real estate taxes for the year(s) 2014 (final installment), 2015 and subsequent years.  
  
The first installment of the 2014 taxes in the amount of \$10,173.98 is paid.  
The final installment of the 2014 taxes and the 2015 taxes are not yet ascertainable or payable.  
Permanent Index Number: 27-24-101-010-0000 Vol. 147  
  
If applicable, an original tax bill must be presented if taxes are to be paid at time of closing.
2. Annual Benefit Drainage Districts of Union Drainage District No. 3 Orland Park and No. 2 Bremen.
3. Covenants and Restrictions as contained in deed from Beverly Bank, as trustee under the provisions of trust no. 8-1652 to George H. Atkins recorded September 3, 1969 as document no. 20948268.
4. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
5. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Schedule B

# Commitment For Title Insurance

issued by



***First American Title Insurance Company***



# OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

## *First American Title Insurance Company*

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to Insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental

police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records as of Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

### CONDITIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable Title.

#### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

#### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in

Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs,

attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

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## POLICY OF TITLE INSURANCE



## SCHEDULE A

### *First American Title Insurance Company*

Name and Address of the issuing Title Insurance Company:  
First American Title Insurance Company  
2425 E. Camelback Road, Suite 300  
Phoenix, AZ 85016

File No.: **NCS-725826-PHX1**

Policy No.: **725826**

Amount of Insurance: \$TBD

Date of Policy:

1. Name of Insured:  
STORE Master Funding VI, LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title is vested in:  
STORE Master Funding VI, LLC, a Delaware limited liability company
4. The Land referred to in this policy is described as follows:

Real property in the City of Tinley Park, County of Cook, State of Illinois, described as follows:

A PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

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

NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are Requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.

## **SCHEDULE B**

File No.: **NCS-725826-PHX1**

Policy No.: **725826**

### **EXCEPTIONS FROM COVERAGE**

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and special assessments for the year 2015 and subsequent years, a lien not yet due and payable.
2. Annual Benefit Drainage Districts of Union Drainage District No. 3 Orland Park and No. 2 Bremen.
3. Covenants and Restrictions as contained in deed from Beverly Bank, as trustee under the provisions of trust no. 8-1652 to George H. Atkins recorded September 3, 1969 as document no. 20948268.
4. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Ben E. Bledsoe/Bledsoe Riggert Guerrettaz on May 1, 2015, designated Job Number 15-04-01-14001:
  - a. Building over 110' Deed restriction line.

End of Schedule B

F.A. Special  
Lack of Signatures

**ENDORSEMENT**

**Attached to Policy No. NCS-725826-PHX1**

**Issued By**

**First American Title Insurance Company**

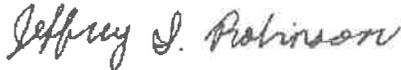
The Company hereby assures the Insured that the Company will not deny liability under the policy or any endorsements issued therewith solely on the grounds that the policy and/or endorsement(s) were issued electronically and/or lack signatures in accordance with Paragraph 15 (c) of the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

***First American Title Insurance Company***



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COVENANTS, CONDITIONS AND RESTRICTIONS -  
IMPROVED LAND - OWNER'S POLICY ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
  - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
  - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
  - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**ENCROACHMENTS - BOUNDARIES AND EASEMENTS  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
  - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
  - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions None of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**MINERALS AND OTHER SUBSURFACE  
SUBSTANCES - IMPROVEMENTS ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence;
  - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substance; or
  - c. the exercise of the rights described in (None).

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**SAME AS SURVEY ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Ben E. Bledsoe of Bledsoe Riggert Guerrettaz, under supervision of The Matthews Company Inc. dated May 1, 2015, and designated Job No. 15-04-01-14001.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**SINGLE TAX PARCEL  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**ACCESS AND ENTRY  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from 159th Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**ZONING - COMPLETED  
STRUCTURE ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
  - a. according to applicable zoning ordinances and amendments, the Land is not classified Zone B-3/General Business and Commercial;
  - b. the following use or uses are not allowed under that classification: Animal Hospital
  - c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.
  
2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
  - a. Area, width, or depth of the Land as a building site for the structure
  - b. Floor space area of the structure
  - c. Setback of the structure from the property lines of the Land
  - d. Height of the structure, or
  - e. Number of parking spaces.
  
3. There shall be no liability under this endorsement based on:
  - a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
  - b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

**DELETION OF ARBITRATION - ALTA OWNER'S POLICY  
ENDORSEMENT**

**Issued by**

***First American Title Insurance Company***

Attached to Policy No.: 725826

1. The policy is hereby amended by deleting Paragraph 14 from the Conditions of the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.







## PLAN COMMISSION STAFF REPORT

AUGUST 20, 2015

### NATIONAL VETERINARY ASSOCIATES-BREMEN ANIMAL HOSPITAL- 7613 159<sup>TH</sup> Street

#### Applicant

Dr. Roger Hagenberg

#### Property Location

7613 159<sup>th</sup> Street

#### Parcel Size

17,500SF ±

.4 ac ±

#### Zoning

B-3

#### Approval Sought

Site Plan

Special Use for a Veterinary  
Clinic

#### Requested Action

Assign two Commissioners  
to meet with the Applicant  
in a Work Session.

#### Project Planner

Paula J. Wallrich, AICP  
Deputy Planning Director

#### REVISIONS ARE NOTED IN RED EXECUTIVE SUMMARY



The Bremen Animal Hospital has been operating from their location at 7613 159<sup>th</sup> Street for over 46 years. Dr. Roger Hagenberg and Dr. Terry Becker, Veterinarians for the hospital, recently entered into a contract to sell their business to National Veterinary Associates (NVA). Per Section X.J.6 of the Village Zoning Ordinance, the approval of a Special Use "does not run with the land or constitute a covenant running with the land" and shall expire automatically if there is change in ownership. Animal hospitals, kennels and pounds require a Special Use in the B-3 Zoning District; therefore with the proposed change of ownership the property requires site plan and Special Use approval.

As part of the Site Plan review, Staff has inspected the existing building placement, parking configuration and landscaping. The Applicant has agreed to remedy all outstanding items identified during staff review. The attached plans indicate the parking lot has been improved with a new seal coat and has been re-stripped bringing the ADA parking spaces into compliance. Encroachments into the drive aisle have been removed, bringing it into minimum width requirements.

A landscape plan has been submitted that meets the intent of the landscape ordinance with bufferyards provided on the north and east property lines. No new lighting or signage is proposed.

## EXISTING SITE

The subject property is located at 7613 159<sup>th</sup> Street. The property has full access from 159<sup>th</sup> Street and includes a 2,190 SF one-story structure with associated parking. The structure meets the bulk regulations and setbacks for the B-3 Zoning District. The parking area has been paved to the west and south property lines, which is consistent with properties in the immediate vicinity. A wood fence borders the south property line.



## COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Village of Tinley Park Comprehensive Plan (2000) identifies this site as commercial; therefore, the proposed development is in accord with the Village's Comprehensive Plan.

## PROPOSED USE

The Applicant, Dr. Roger Hagenberg, is in the process of selling the property and business to National Veterinary Associates (NVA). Bremen Animal Hospital has operated from this location since 1969; Dr. Hagenberg and his partner Dr. Terry Becker, will continue to operate the clinic after the sale until such time as NVA elects to assume operational responsibilities. There will be no change in service with the change in ownership; the doctors will continue to provide outpatient and inpatient medical and surgical care for pets as well as boarding for patients. The clinic has no outdoor dog runs and does not advertise for kenneling of animals.

## ZONING & NEARBY LAND USES

The subject property is zoned B-3; animal hospitals, kennels and pounds are identified as a Special Use in this district. The properties to the east and west are also zoned for commercial use in the B-3 District. The property to the south is zoned R-5 with multi-family residential uses. The properties north across 159<sup>th</sup> Street are in the Village of Orland Park. The Applicant has provided Findings of Fact (attached) which will be submitted as part of the public record during the Public Hearing. Staff will provide recommended Findings of Fact at the Public Hearing. The Plan Commission may place conditions on the Special Use which are specifically and uniquely attributable to the mitigation of the perceived impact of the proposed use.



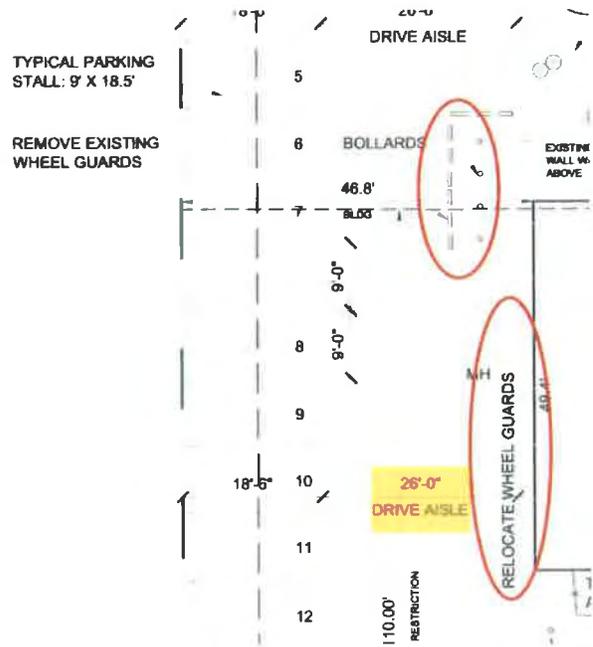
**GENERAL SITE PLAN REVIEW**

Parking

Perpendicular parking borders the west property line. The Applicant has resurfaced the parking lot and restriped the pavement for compliance with the ADA. As part of the restriping the Applicant provided six (6) additional spaces at the southeast corner of the property for a total of 23 parking spaces, inclusive of one (1) accessible parking space.

Parking requirements for Veterinary Clinics are not specifically defined in the Zoning Ordinance, however medical or dental offices are required to provide “two spaces for each office, examination room, or treatment room, plus one space for each employee.” There are three (3) examination rooms, one (1) office, and one (1) surgery room in the clinic; there will be a maximum of eight (8) employees at any given time. Using the medical office requirement as a guide, the parking requirement would be 18 spaces; the proposed parking therefore meets code. The Applicant states that the current parking supply meets the demand for the clinic. Employees are instructed to park at the rear of the property.

The existing drive aisle is encumbered by several wheel guards placed on the property. The Applicant uses the wheel guards to prevent patrons from backing into the building or the low brick wall at the entrance. The placement of the wheel guards reduces the drive aisle below Code requirements especially at the entrance to the building where it is reduced to approximately 18’. The Applicant has agreed to remove the wheel guards at the entrance to the building (adjacent to the low brick wall) and use bollards as a means to protect the wall, thereby increasing the width of the aisle. The wheel guards south of the building entrance will also be moved east to meet the 26’ wide drive aisle requirement.



**LANDSCAPE ARCHITECTURE**

There are several existing trees and shrubs on the property; credit toward landscape requirements has been provided for these. Due to property constraints a bufferyard along the west and south property line is not possible. The bufferyards proposed for the north and east property lines meet Ordinance requirements. Currently there is a significant amount of stone in the foundation landscape; this will be removed to meet the ordinance limits of 20%. Due to inadequate parkway width, street trees will not be required on the property.

**FINDINGS OF FACT**

Staff has provided the following Findings of Fact for your review; the Applicant’s Findings of Fact were previously provided. The Commission is encouraged to review both sets of Findings and make them part of the official minutes as written or make amendments as necessary. The Commission may elect to read them at the Public Hearing or, after discussion of the Findings, enter them into the record as written or amended.

Special Use Permit

*A Special Use Permit to allow the operation of an Animal Hospital and Kennel for patients at 7613 159<sup>th</sup> Street in the B-3 General Business and Commercial Zoning District.*

**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 Applicant will continue to operate the Animal Hospital and Kennel in the same manner it has operated for over 45 years in this location;
- The Animal Hospital will be operated under the supervision of Board certified Veterinarians under the ownership of National Veterinary Associates, one of the leading private owners of veterinary hospitals in the United States owning over 225 animal hospitals in 39 states.
- A solid 6' fence is erected along the south border of the property separating the commercial use from residential uses.
- The existing building and site have been inspected by Village Building, Planning, Engineering, Public Works, Landscape, Police and Fire personnel who have provided review and approval of improvements to the site that are in compliance to Village Code.
- No additional lighting will be installed.
- The parking lot has been seal coated and restriped in compliance with ADA.
- Additional landscaping has been proposed in compliance with Village ordinance.

**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 will it substantially diminish and impair property values within the neighborhood.**

- The Applicant has provided a solid 6' wood screen along the south property line which will act as a buffer to the residential property to the south.
- No additional lighting has been proposed to the site.
- Additional landscaping has been proposed in compliance with Village ordinance.
- The parking lot has been seal coated and restriped in compliance with ADA.

**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 surrounding area is fully developed; with the proposed improvements the neighborhood will realize a positive improvement to the area.
- The Applicant will continue to operate the Animal Hospital and Kennel in the same manner it has operated for over 45 years in this location;
- Adequate parking has been provided.

**D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.**

- The subject property is located on 159<sup>th</sup> Street which is recognized as a major commercial corridor.

- The adjacent right-of-way (159<sup>th</sup> Street) is improved as an arterial roadway with a four lane cross section with turn lanes which will provide adequate access to the site.
- The facility will continue to operate at the same capacity as it has for the past 45 years.
- As part of the review process all utilities and drainage issues are reviewed by Staff with appropriate recommendations and requirements made to the Applicant.

**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.**

- Access to the site is an established full ingress /egress entry point from 159<sup>th</sup> Street which is recognized as a major commercial arterial roadway, improved with a 4-lane cross-section.
- The Hospital has operated with the current configuration for over 45 years without major incident.

**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.**

- No variances are requested as part of this review. The intent of the Landscape Ordinance, lighting and parking lot standards have been met.

**G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.**

- This approval of the special use permit will result in improvements to the structure, site and landscaping which represents an increase in value for the property which may enhance the value of adjacent property.
- The granting of a Special Use will allow the existing uses to continue at this location.

## **RECOMMENDATION/RECOMMENDED MOTION**

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

“...make a motion to grant Site Plan Approval for the proposed property located at 7613 159<sup>th</sup> Street.

Additionally, we recommend that the Village Board grant the Applicant, National Veterinary Associates, approval of the Special Use for a Animal Hospital and Kennel and adopt Findings of Fact submitted by the Applicant and by Village Staff as amended by the Plan Commission at this meeting.

The Plan Commission recommends the Special Use Permit with the following conditions, which can be satisfied prior to issuance of a Certificate of Occupancy:

1. Installation of the approved Landscape Plan by October 1, 2015; *and*
2. *[...any other conditions as suggested by the Plan Commission.]*

## Daily Southtown

7613 159th Street  
8/02/2015

### Certificate of Publication

The **Daily Southtown** is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of **Tinley Park**, county of **Cook County**, State of Illinois, is of general circulation throughout that county and surrounding areas, and is a newspaper as defined by 715 ILCS 5/5.

This notice, a copy of which is attached, was published **One** times in **Daily Southtown**, namely one time per week for One successive weeks.

The first publication of the notice was made in the newspaper, dated and published on **8/02/2015** and the last publication was **8/02/2015**

The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Daily Southtown has signed this certificate by its registered agent.

Daily Southtown  
By:



Registered Agent

### Legal Text

LEGAL NOTICE NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a Public Hearing beginning at the hour of 7:30 P.M., on Thursday, August 20, 2015 at the Village Hall in the Council Chambers, 16250 S. Oak Park Avenue, Tinley Park, Illinois. The purpose of the Public Hearing is to consider whether to recommend to the Village Board the granting of a Special Use Permit allowing the operation of an Animal Hospital and Kennel for patients of the hospital at 7613 159th Street (Bremen Animal Hospital) in the B-3, General Business and Commercial Zoning District. LEGAL DESCRIPTION: A parcel of land bounded and described as follows: Commencing at the intersection of the south line of 159th Street (as heretofore dedicated by Document Number 10909313) with the west line of the east 40.00 feet of the north east quarter of the north west quarter of Section 24, Township 36 north, range 12 east of the third principal meridian; thence west along said south line of 159th Street a distance of 175.00 feet for the point of beginning for the hereinafter described parcel

of land; thence south on a line parallel with the east line of the north west quarter of said Section 24 a distance of 175.00 feet; thence west on a line parallel with the south line of said 159th Street, a distance of 100.00 feet; thence north on a line parallel with the east line of the north west quarter of said Section 24, a distance of 175.00 feet to the south line of said 159th Street; thence east on the last described line a distance of 100.00 feet to the point of beginning in Cook County, Illinois. P.I.N. #: 27-24-101-010-0000 PROPERTY ADDRESS: 7613 159th Street PETITIONER: DR. ROGER HAGENBERG, ON BEHALF OF NATIONAL VETERINARY ASSOCIATES The proposed Special Use Permit may be added to, revised, or eliminated as a result of the Public Hearing. All persons interested may appear at the Public Hearing and will be given an opportunity to be heard on the proposed Special Use. The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois open Meetings Act. By order of the Plan Commission, Village of Tinley Park, Cook and Will Counties, Illinois RITA WALKER, CHAIR, PLAN COMMISSION



**LEGAL NOTICE  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Plan Commission of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a Public Hearing beginning at the hour of 7:30 P.M., on Thursday, August 20, 2015 at the Village Hall in the Council Chambers, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The purpose of the Public Hearing is to consider whether to recommend to the Village Board the granting of a Special Use Permit allowing the operation of an Animal Hospital and Kennel for patients of the hospital at 7613 159<sup>th</sup> Street (Bremen Animal Hospital) in the B-3, General Business and Commercial Zoning District.

**LEGAL DESCRIPTION:**

A parcel of land bounded and described as follows: Commencing at the intersection of the south line of 159<sup>th</sup> Street (as heretofore dedicated by Document Number 10909313) with the west line of the east 40.00 fee of the north east quarter of the north west quarter of Section 24, Township 36 north, range 12 east of the third principal meridian; thence west along said south line of 159<sup>th</sup> Street a distance of 175.00 feet for the point of beginning for the hereinafter described parcel of land; thence south on a line parallel with the east line of the north west quarter of said Section 24 a distance of 175.00 feet; thence west on a line parallel with the south line of said 159<sup>th</sup> Street, a distance of 100.00 feet; thence north on a line parallel with the east line of the north west quarter of said Section 24, a distance of 175.00 feet to the south line of said 159<sup>th</sup> Street; thence east on the last described line a distance of 100.00 feet to the point of beginning in Cook County, Illinois.

**P.I.N. #:** 27-24-101-010-0000

**PROPERTY ADDRESS:** 7613 159<sup>th</sup> Street

**PETITIONER:** DR. ROGER HAGENBERG, ON BEHALF OF NATIONAL VETERINARY ASSOCIATES

The proposed Special Use Permit may be added to, revised, or eliminated as a result of the Public Hearing. All persons interested may appear at the Public Hearing and will be given an opportunity to be heard on the proposed Special Use. The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois open Meetings Act.

By order of the Plan Commission, Village of Tinley Park, Cook and Will Counties, Illinois

RITA WALKER, CHAIR, PLAN COMMISSION

**DRAFT**

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**

**FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION**

**SUBJECT: MINUTES OF THE AUGUST 20, 2015 MEETING**

**ITEM #1: PUBLIC HEARING  
NATIONAL VETERINARY ASSOCIATES-7613 159<sup>TH</sup> STREET-SPECIAL USE  
PERMIT APPROVAL**

Consider a proposal from Dr. Roger Hagenberg, on behalf of National Veterinary Associates, for a Special Use Permit to allow the operation of an animal hospital and kennel at 7613 159<sup>th</sup> Street in the B-3 zoning district (General Business and Commercial).

Present were the following:

Plan Commissioners:	Jeff Ficaro Tom Mahoney Bob McClellan Maureen McLeod Mark Moylan Art Pierce Bill Reidy Rita Walker, Chairman
Village Officials and Staff:	Amy Connolly, Planning Director Paula Wallrich, Deputy Planning Director Stephanie Kisler, Planner Debra Kotas, Commission Secretary
Guest(s):	Jeanne Hagenberg and Roger Hagenberg, DVM Terry Becker, DVM George Robinson, National Veterinary Associates

CHAIRMAN WALKER opened the Public Hearing at 7:32 p.m. requesting anyone present who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

Petitioners, JEANNE HAGENBERG and Dr. ROGER HAGENBERG, co-owners of Bremen Animal Hospital, and business partner, DR. TERRY BECKER, stated they are selling their veterinary business to National Veterinary Associates and are requesting a Special Use Permit to continue operation of the animal hospital and kennel. MRS. HAGENBERG reported a site plan has been submitted and all Village requirements for Special Use have been met including plumbing improvements, and restriping of the parking lot.

PAULA WALLRICH, Deputy Planning Director, presented the Staff report. She showed an aerial photograph of the site and reviewed surrounding zoning that includes B-3 General Business and R-5 Multi-Family Residential to the south with a 6' fence separating the properties. She confirmed parking lot improvements have been made including re-striping and the addition of 6 parking spaces for a total of 23 parking spaces, which is adequate to meet the needs of the business. She reported the wheel guards have been removed to ensure the adequate aisle width of 26'. She confirmed landscape improvements including the removal of a portion of the stone in front to meet the ordinance limit of 20%. She added that the integrity of the landscape ordinance has been met with regards to bufferyards and street trees.

In conclusion, MS. WALLRICH reported a work session was not held since there were no outstanding items to address.

She proceeded to summarize the following Findings of Fact regarding the Special Use Permit to allow the operation of an animal hospital and kennel at 7613 159<sup>th</sup> Street in the B-3 General Business and Commercial Zoning District:

- 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.

This has been an existing business for 45 years and will continue in the same manner. All public safety departments, Public Works, and Engineering have reviewed and concerns satisfied.

- 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 will it substantially diminish and impair property values within the neighborhood.

A 6' fence mitigates the impact on surrounding residential properties. The parking lot is ADA compliant. No additional lighting has been added to the site.

- 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.

This has been an existing business for 45 years and the surrounding area is already developed. Additional parking has been provided.

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

The business is located on 159<sup>th</sup> Street which is a major commercial corridor. All utility and drainage issues have been reviewed by Engineering.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The business is located on 159<sup>th</sup> Street which functions as a major commercial roadway with a 4-lane cross section.

- 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.

No variances are requested as part of this review.

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole. .

Granting of the Special Use will keep this is an existing, viable business in the community.

With no questions from Commissioners or any other interested parties, COMMISSIONER FICARO made a motion to grant Site Plan Approval for the proposed property located at 7613 159th Street. Additionally, we recommend that the Village Board grant the Applicant, National Veterinary Associates, approval of the Special Use for an animal hospital and kennel and adopt Findings of Fact submitted by the Applicant and by Village Staff as amended by the Plan Commission at this meeting.

The Plan Commission recommends the Special Use Permit with the following conditions, which can be satisfied prior to issuance of a Certificate of Occupancy:

1. Installation of the approved Landscape Plan by October 1, 2015.

The Motion was seconded by COMMISSIONER MAHONEY.

AYE: Plan Commissioners Jeff Ficaro, Tom Mahoney, Bob McClellan, Maureen McLeod, Mark Moylan, Art Pierce, Bill Reidy, and Chairman Rita Walker

NAY: None

THE MOTION WAS APPROVED UNANIMOUSLY by voice vote. PLAN COMMISSION CHAIRMAN WALKER declared the Motion approved.

A motion was made by COMMISSIONER MCCLELLAN, seconded by COMMISSIONER PIERCE to close the Public Hearing at 7:44 p.m. THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

VILLAGE OF TINLEY PARK

APPLICATION FOR SITE PLAN APPROVAL

PROJECT NAME: N Tinley SBA IL46494-A

LOCATION: 6640 W. 167th St, Tinley Park IL 60477

The undersigned hereby requests that the Plan Commission and/or the Village Board of the Village of Tinley Park, Illinois consider authorizing Site Plan Approval for the project described within.

APPLICANT INFORMATION

Name:
Company: Verizon Wireless Personal Communications LP dba Verizon Wireless
Mailing Address: 1515 Woodfield Road, Suite 1400, Schaumburg IL 60173
Phone (Office): Agent - Jim Auld - 412-559-0785
Phone (Cell):
Fax: 866-791-3634
Email: jim.auld@siteacqsolutions.com

If the Applicant is not the property owner, describe the nature of the Applicant's interest in the property and/or the relationship to the property owner:

Leasehold

PROPERTY INFORMATION

Property Address: 6640 167th Street
PIN(s): 28-19-401-014-0000
Existing Land Use: Water tank with free standing telecommunications tower
Zoning District: R-1 Residential
Lot Dimensions:
Property Owner(s): Village of Tinley park
Mailing Address: 16250 S. Oak Park Ave, Tinley Park, IL 60477

APPLICATION INFORMATION

Description of proposed project (use additional attachments as necessary):

25' Height Increase of existing 60 foot monopole tower and expansion of fenced ground facility by 544 sq ft.

Is the Applicant aware of any variations required from the terms of the Zoning Ordinance? If yes, please explain and note that a separate Variation Application is required with the submittal.

[x] No [ ] Yes:

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

Signature of Applicant

Date

**VILLAGE OF TINLEY PARK**

**SITE PLAN APPROVAL  
CONTACT INFORMATION**

**PROJECT NAME:** N Tinley SBA IL46494-A

**LOCATION:** 6640 W. 167th St, Tinley Park IL 60477

In order to expedite your site plan submission through the planning process, the Village of Tinley Park requires the following contact information. Please provide the information requested and return to the Planning Department. Your prompt attention is greatly appreciated.

**CURRENT PROPERTY OWNER OF RECORD**

Name: Village of Tinley Park  
Company: \_\_\_\_\_  
Address: 16250 S. Oak Park Ave, Tinley Park IL 60477  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**PROJECT ARCHITECT**

Name: Wayne Bischel  
Company: Terra Consulting Group, LTD  
Address: 600 Busse Highway, Park Ridge IL 60068  
Phone: 847-698-6400  
Fax: 847-698-6401  
Email: wayneb@terraltd.com

**PROJECT ENGINEER**

Name: Wayne Bischel  
Company: Terra Consulting Group, LTD  
Address: 600 Busse Highway, Park Ridge IL 60068  
Phone: 847-698-6400  
Fax: 847-698-6401  
Email: wayneb@terraltd.com

**PROJECT LANDSCAPE ARCHITECT**

Name: Wayne Bischel  
Company: Terra Consulting Group, LTD  
Address: 600 Busse Highway, Park Ridge IL 60068  
Phone: 847-698-6400  
Fax: 847-698-6401  
Email: wayneb@terraltd.com

**ATTORNEY**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**END USER**

Name: Verizon Wireless Personal Communications LP  
Company: dba Verizon Wireless  
Address: 1515 Woodfield Rd, Suite 1400, Schaumburg IL 60173  
Phone: Agent Jim Auld - 412-559-0785  
Fax: 866-791-3634  
Email: jim.auld@siteacqsolutions.com

VILLAGE OF TINLEY PARK

SITE PLAN APPROVAL  
RESPONSIBLE PARTIES

PROJECT NAME: N Tinley SBA IL46494-A

LOCATION: 6640 W. 167th St, Tinley Park IL 60477

Please provide name, address and telephone number of the person/firm that will be responsible for payment of plan review, engineering, landscaping, attorney and building permit fees in the space provided below. If only one party will be responsible for all fees, please list that party's contact information under "General Billing."

GENERAL BILLING

Name: Jim Auld Agent  
Company: SBA Tower  
Address: 5900 Broken Sound Pkwy, Boca Raton FL  
Phone: 800-487-7483 ( Local Agent Jim Auld 412-559-0785)  
Fax: 866-791-3634  
Email: jim.auld@siteacqsolutions.com

RESPONSIBLE FOR PLAN REVIEW FEES

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

RESPONSIBLE FOR BUILDING PERMIT FEES

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

RESPONSIBLE FOR ATTORNEY FEES

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

RESPONSIBLE FOR ENGINEERING/  
CONSTRUCTION OVERSIGHT FEES

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

RESPONSIBLE FOR LANDSCAPE REVIEW  
FEES

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**VILLAGE OF TINLEY PARK  
SPECIAL USE PERMIT APPLICATION**

The undersigned hereby Petitions the Tinley Park Long Range Plan Commission and/or the Village Board to consider a Zoning Map Amendment and/or Special Use Permit as follows:

**A. Petitioner Information:**

Name: Verizon Wireless Personal Communications LP dba Verizon Wireless  
Mailing Address: 1515 Woodfield Road, Suite 1400, Schaumburg IL 60173  
City, State, Zip: Schaumburg IL 60173  
Phone Numbers: \_\_\_\_\_ (Day) Fax Number: 866-791-3634  
\_\_\_\_\_ (Evening)  
412-559-0785 - Jim Auld - Agent (Cell)  
Email Address jim.auld@siteacqsolutions.com

The nature of Petitioner's interest in the property and/or relationship to the owner  
(Applications submitted on behalf of the owner of record must be accompanied by a signed letter of authorization):

~~Leasehold interest~~

**B. Property Information:**

The identity of every owner and beneficiary of any land trust must be disclosed.

Property Owner(s): Village of Tinley park  
Mailing Address: 16250 S. Oak Park Ave  
City, State, Zip: Tinley Park IL 60477

Property Address: 6640 167th Street  
Permanent Index No. (PINs) 28-19-401-014-0000  
Existing land use: Water tank with free standing telecommunications tower  
Lot dimensions and area: \_\_\_\_\_

**C. Petition Information:**

Present Zoning District : \_\_\_\_\_  
Requested Zoning District: \_\_\_\_\_

Is a Special Use Permit being requested (including Planned Developments):

Yes  No

If yes, identify the proposed use: 25' Height Increase of existing 60 foot monopole tower  
and expansion of fenced ground facility by 544 sq ft.

Will any variances be required from the terms of the Zoning Ordinance?

Yes  No

If yes, please explain (note that Variation application will be required to be submitted):  
\_\_\_\_\_

The Applicant certifies that all of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## VILLAGE OF TINLEY PARK SPECIAL USE PERMIT APPLICATION

### APPLICATION REQUIREMENTS

A complete application consists of the following items submitted in a comprehensive package:

1. The application form, completed and signed by the property owner(s) of record or their authorized agent. Written authorization from the property owner(s) of record is required in order for an authorized agent to act on behalf of the owner(s).
2. Evidence of the applicant's ownership of or interest in the subject property, with a copy of the title commitment or title policy. Note that ownership includes disclosure of all beneficiaries of a land trust, if applicable.
3. The \$400 application fee, payable to the Village of Tinley Park.
4. A written project narrative describing the general nature and outlining specific aspects of the proposal.
5. A Plat of Survey of the subject property, including the legal description of the subject property. This survey must have been prepared by a registered Illinois Land Surveyor, and include all existing structures and improvements on the subject property.
6. Plans and any other information deemed necessary to support the application.

**An application will not be accepted or processed until all of the items above have been submitted.**

Questions regarding this process or application requirements may be directed  
to the Planning Department at 708-444-5100.

**FINDINGS OF FACT**  
**SPECIAL USE PERMIT – (Including Planned Developments)**  
**PURSUANT TO THE VILLAGE OF TINLEY PARK ZONING ORDINANCE**

Section X.J. of the Village of Tinley Park Zoning Ordinance requires that no Special Use be recommended by the Plan Commission unless the Commission finds that all of the following statements, A-G listed below, are true and supported by facts. Petitioners must respond to and confirm each and every one of the following findings by providing the facts supporting such findings. The statements made on this sheet will be made part of the official public record and will be discussed in detail during the Plan Commission meetings and will be provided to any interested party requesting a copy.

Please provide factual evidence that the proposed Special Use meets the statements below and use as much space as needed to provide evidence.

- 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.**

Our facility will be harmonious and appropriate with the surrounding area, be adequately served by essential services, not create additional pressure on public services, not cause traffic congestion, and not be detrimental to the general welfare.

- 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 site is designed to be harmonious with the surrounding area. The Tower is already existing and the increase in height to accommodate an additional wireless carrier will prevent the need for an additional tower in the immediate area.

- C. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

The tower and facility are already existing the expansion of the ground compound and tower height will not impede any future development or improvement of surrounding properties.

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.**

The site is not occupied, does not require water, sanitary or waste removal services. The existing utilities and access roads and drainage are sufficient for the proposed expansion.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

The site is unmanned and will be visited only a few times per month for routine maintenance, it will not materially affect traffic near the site.

- 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 telecommunications facility is already existing. The proposed expansion is to accommodate an additional wireless carrier to prevent the need for another tower within the immediate vicinity and conforms to the applicable regulations of the district.

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.**

Verizon Wireless operates one of the broadest coverage in the wireless industry, providing modern voice and data transmission capabilities, including photo, internet, email and text each from a single point-source device. The proposed special use contributes indirectly to the economic development of the community by improving the wireless coverage network for residents, commuters and businesses in the area.

## Verizon Wireless Collocation on tower at 6640 167<sup>th</sup> Street – Site Plan Approval Supplement

Verizon Wireless operates one of the broadest coverage in the wireless industry, including modern voice and data transmission capabilities, including photo, internet, email and text, each from a single point-source device. Due to a high consumer demand for continued and improved wireless service Verizon Wireless is looking to expand their network in Tinley Park. Verizon Wireless will add their wireless transmission and receiving equipment to the area by collocating their equipment on the existing SBA Towers owned monopole located at 16250 S Oak Park Ave.

Increased demands for wireless voice and data services, dictated the need to provide capacity relief of existing sites in the area. The collocation of the Verizon equipment will improve both in building and in vehicle coverage for the area. Please refer to the included Propagation Map Analyses that graphically demonstrate the need for this site. The first map (With-out proposed site) shows current coverage. The color coding is on a progressive scale going from unreliable coverage (white), to marginal (red) to reliable street (yellow), vehicle (dark green) and then building (dark blue) coverage. Areas of dark blue that indicate reliable in-residence coverage also imply reliable in-vehicle and on-street coverage.

Looking at the propagation map, as the Verizon Wireless coverage stands currently without the site, the area is mostly light green indicating un-reliable in-vehicle coverage. The goal for Verizon is to provide the area with most dark blue reliable in residence coverage as possible. The second Propagation Map (with proposed site) shows the improvement of coverage from the proposed collocation on the existing tower. The second map shows that collocation on this tower will convert a significant amount of the service area to dark blue reliable in residence coverage, linking coverage with other Verizon Wireless sites within the area.

The existing SBA tower is currently 60 feet tall with an existing wireless carrier's antennas located at the 60 foot level. Verizon's proposal includes a 25 foot tower extension to allow for Verizon to place their antennas at the 85 foot level. Collocating at a height of 85 provides for a larger area of desired increased reliable in residence and in vehicle coverage in the area. Without the extension, the next elevation available for Verizon's antennas is 50 feet. Verizon analyzed the coverage propagation both at the proposed 85 foot level and the existing available 50 foot level. The last propagation map shows analysis between the two elevation levels. The map is a representation of just the coverage of the proposed site. In order for the antennas that are collocated on the tower to work, an equipment building which houses the radio equipment and other needed equipment for the cell site to function. Verizon uses a prefabricated equipment shelter with separate external generator to operate the site. The existing fenced compound around the existing tower will be extended by 544 square feet in order to accommodate the Verizon ground equipment. The new fence surrounding the expansion will match the existing vinyl tongue and groove picket fence. Additional landscaping to match the current landscaping is also proposed.

The proposed Verizon collocation is in compliance with Tinley's Parks zoning code section III V (7) which encourages collocation to minimize the proliferation of tower. Approval of the proposed Verizon installation will allow for utilization of an existing structure while providing a solution to Verizon's need to provide improved coverage in the area.



# N Tinley

## Pre & Post Simulations



## Proposed N TINLEY Site Summary

The area under consideration is needed to provide capacity relief to the neighboring cell sites. In addition, the new site will improve in-building and in-vehicle coverage for the area.

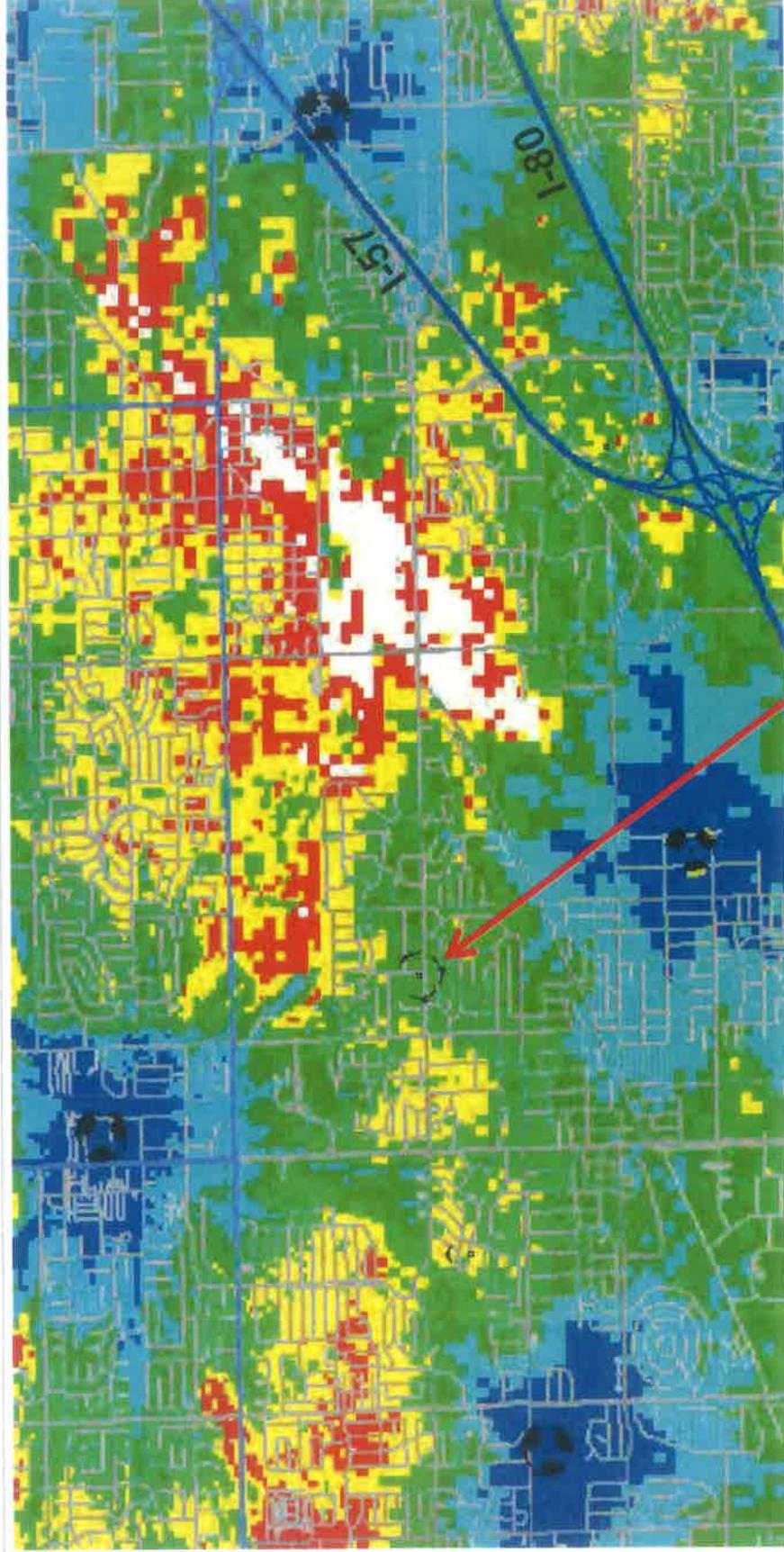
The primary objectives of this site are:

1. Capacity offload to the neighboring sectors serving the area.
2. Improved capacity for the daily commuters and local businesses /residences.
3. Improve reliable in-building coverage for the area.

- Coverage plots generated at 700 MHz



# With-out Proposed N Tinley Site



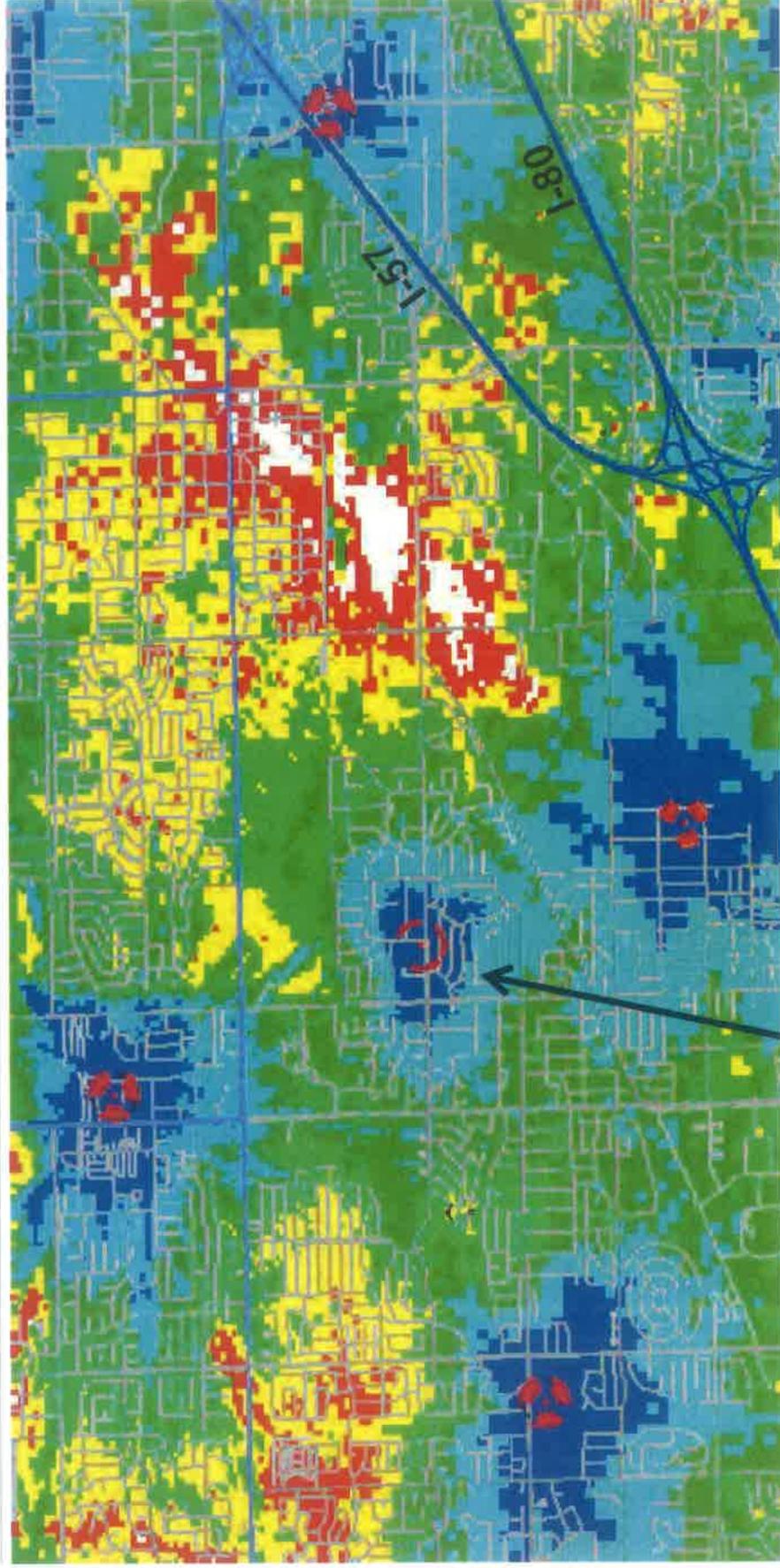
Reliable In-Residence
Un-Reliable In-Residence
Reliable In-Vehicle
Un-Reliable In-Vehicle
Reliable On-Street
Marginal Coverage

All of the surrounding Sites are targeted for capacity offload

Proposed new site location



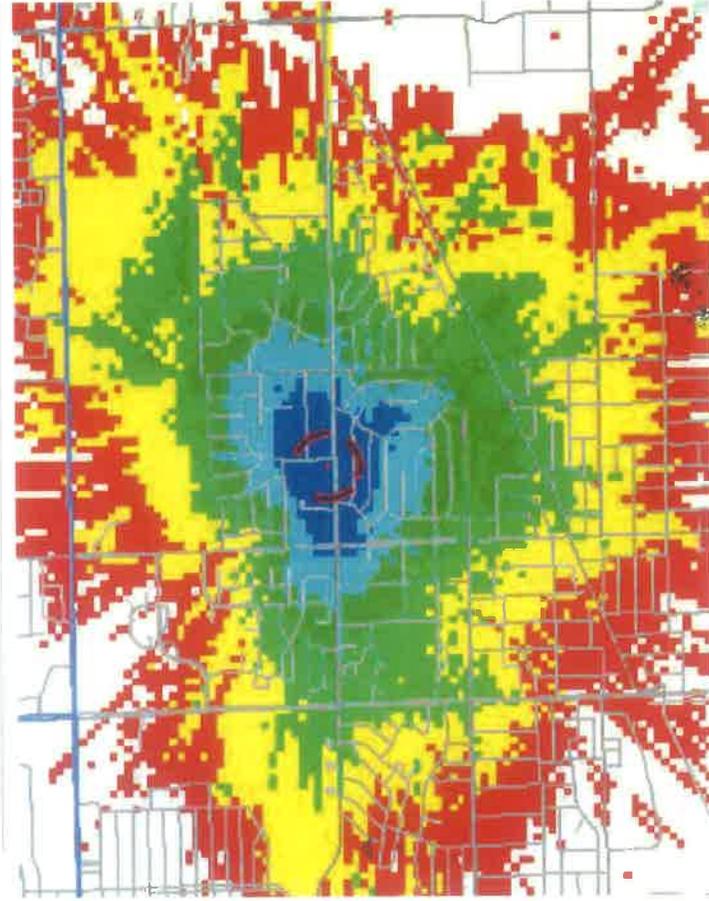
# With N Proposed Tinley Site



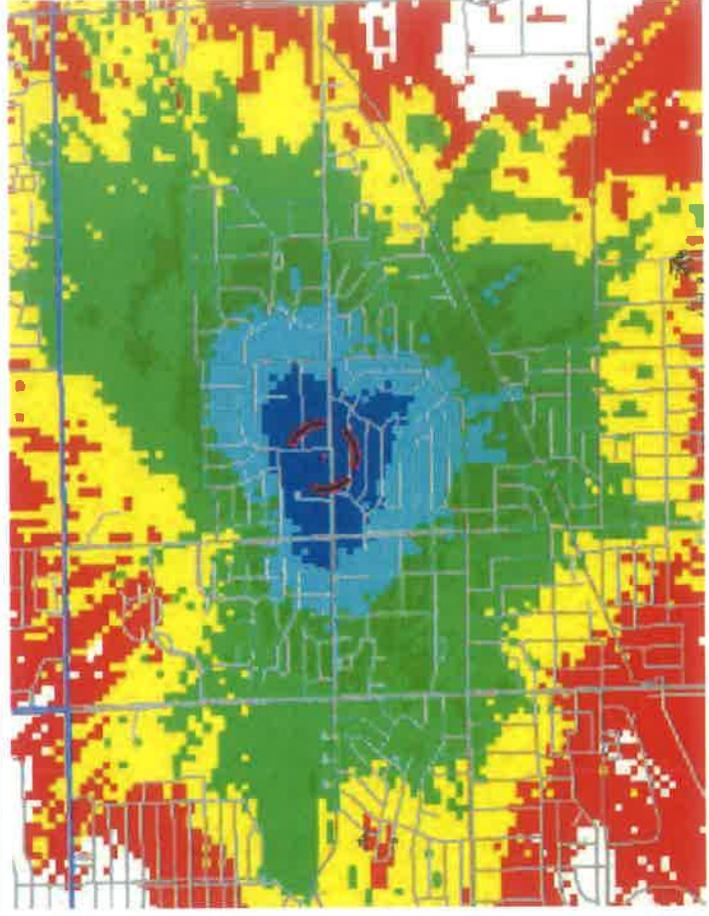
Proposed new site location



## Site Propagation at 85' vs. 50'



50' CL



85' CL



The cell at an 85' CL enables in-building and in-vehicle coverage to be improved for a larger covered area. An 85' CL provides the necessary coverage area needed to provide capacity offload to the surrounding sites

**CONSULTANT TEAM**

**PROJECT CONSULTANT**  
TERRA CONSULTING GROUP, LTD  
600 BUSSE HIGHWAY  
PARK RIDGE, IL 60069  
(847) 596-5400

**SURVEYOR**  
ASM CONSULTANTS, INC  
P.O. BOX 7  
PLANO, IL 60546  
(630) 272-2500

**PROJECT TYPE**  
PROPOSED LESSEE ANTENNAS TO BE MOUNTED ON EXISTING MONOPOLE TOWER WITH PROPOSED 11'-6" x 23'-4 1/2" EQUIPMENT ENCLOSURE AT BASE

**SITE COORDINATES**  
LATITUDE: 87° 11' 11" FROM SURVEY  
LONGITUDE: 87° 11' 11" FROM SURVEY

**DRIVING DIRECTIONS**  
FROM LESSEE OFFICE HEAD EAST ON E WOODFIELD RD TOWARD MALL DR TURN RIGHT ONTO W FRONTAGE RD TAKE THE I-280 E RAMP TO CHICAGO MERGE ONTO I-280 E TAKE EXIT 15A FOR I-284 SOUTH TOLLWAY TOWARD INDIANA MERGE ONTO I-284 S TAKE THE EXIT ONTO I-55 N TAKE EXIT 279A TO MERGE ONTO US-45 S/LAGRANGE RD AND CONTINUE TO FOLLOW I-55 S TO I-55 N TAKE THE LEFT ONTO 167TH ST. DESTINATION WILL BE ON THE LEFT

**EQUIPMENT ENCLOSURE**



**REVISIONS**

NO.	DATE	DESCRIPTION
01	11/11/11	ISSUED FOR PERMIT
02	11/11/11	ISSUED FOR PERMIT
03	11/11/11	ISSUED FOR PERMIT
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19	11/11/11	ISSUED FOR PERMIT
20	11/11/11	ISSUED FOR PERMIT

**PROJECT INFORMATION**

P.I.N. # 28-19-401-014-0000

ADDRESS 6640 167TH ST  
TINLEY PARK, IL 60477

UTILITIES POWER COMED FIBER PROVIDER AT&T  
JURISDICTION VILLAGE OF TINLEY JIM DELLAMANO (815) 727 8017  
OCCUPANCY UNINHABITED  
ZONING R-1  
CONSTRUCTION TYPE CO LO

TOWER OWNER SBA STEEL, LLC  
6640 W. 167TH ST.  
TINLEY PARK, IL 60477

CONTACT PERSON KENT MEIER (414) 786-1133  
APPLICANT VERIZON WIRELESS PERSONAL COMMUNICATIONS LP  
d/b/a VERIZON WIRELESS  
1515 WOODFIELD ROAD, SUITE 1400  
SCHAUMBURG, IL 60173  
(950) 841-1283

CONSTRUCTION MANAGER MIKE EISENMENGER (847) 732-6053  
REAL ESTATE MANAGER DANNY PEREZ (847) 706-1785

**DRAWING INDEX**

SHEET	TITLE SHEET	REVISION
T-1	LOCATION PLAN	1
C-1	ENGINEERING SITE PLAN	1
C-2	EQUIPMENT ENCLOSURE FOUNDATION PLAN	1
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LOC. 278659  
SBA #IL46494-A

N. TINLEY

6640 W. 167TH ST.  
TINLEY PARK, IL 60477

TITLE SHEET

SHEET NUMBER

**T-1**

**ATTACHMENTS**

1 OF 1 SITE SURVEY



# CHICAGO SMSA

limited partnership

CHICAGO SMSA LIMITED PARTNERSHIP  
d/b/a VERIZON WIRELESS  
1515 WOODFIELD ROAD, SUITE 1400  
SCHAUMBURG, ILLINOIS 60173  
PHONE: (847) 619-5397 FAX: (847) 706-7415

**LOCATION NUMBER: 278659**

**SITE NAME: N. TINLEY**

**SBA SITE NUMBER: IL46494-A**

**SBA SITE NAME: N. TINLEY**

**6640 W. 167TH ST**

**TINLEY PARK, IL 60477**



limited partnership  
**CHICAGO SMSA**  
 db/a VERIZON WIRELESS



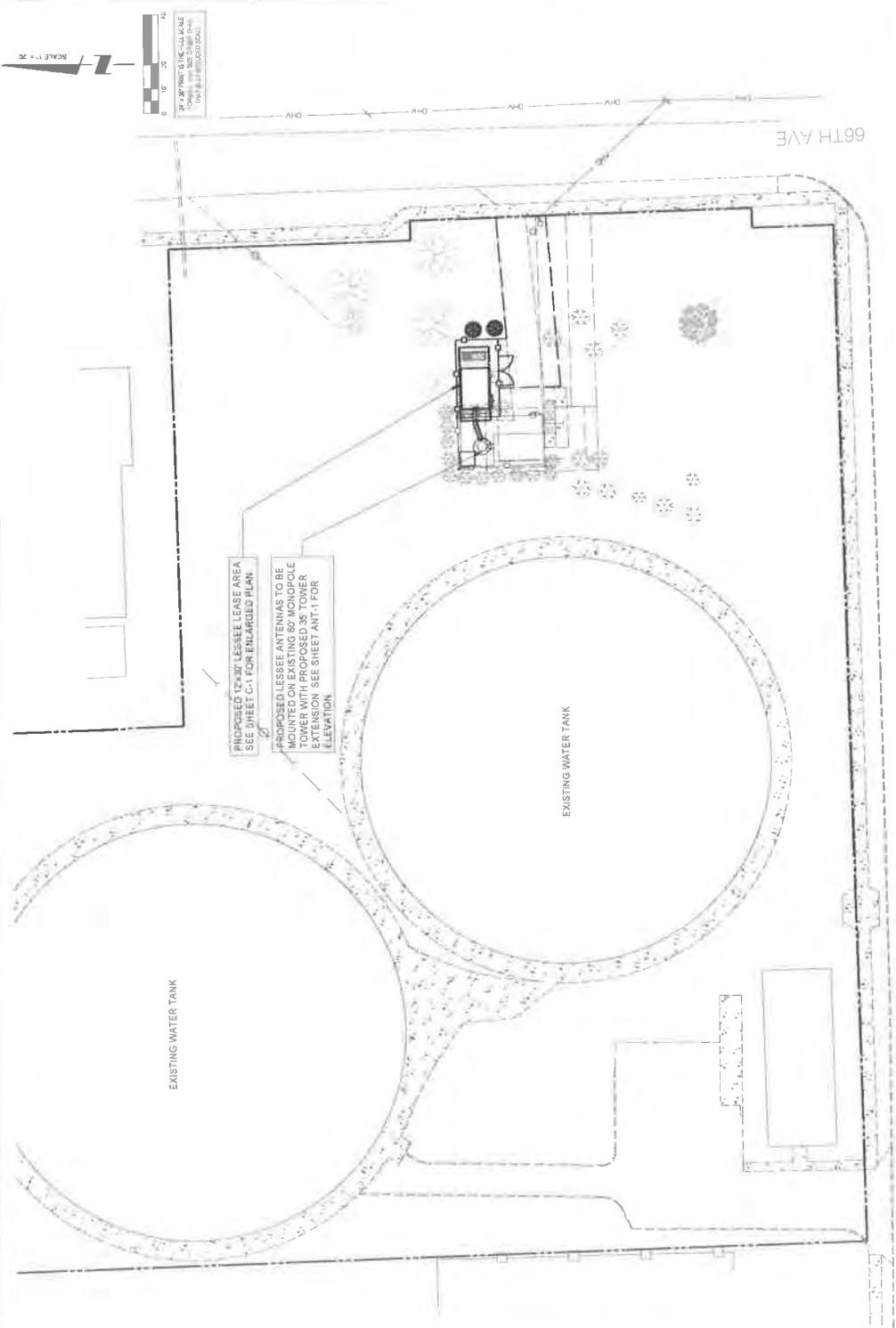
600 BOURSE BLDG  
 PULASKI RD  
 CHICAGO, IL 60641  
 TEL: 312.467.4600  
 FAX: 312.467.4601

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LOC. 278659  
 SBA #IL46494-A  
 N TINLEY  
 6640 W. 167TH ST.  
 TINLEY PARK, IL 60477

DATE	BY	REVISION

LOCATION PLAN  
 SHEET NUMBER  
**LP**



CONTRACTOR TO PROVIDE APPROXIMATE 50x50 STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL STAGING, STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE REMOVED UPON COMPLETION OF WORK AS NECESSARY TO COMPLETE THE PROJECT.

BEFORE AND DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES NECESSARY TO THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MANHOLES, UTILITY CHASERS, AND ALL OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MANHOLES, UTILITY CHASERS, AND ALL OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MANHOLES, UTILITY CHASERS, AND ALL OTHER UTILITIES.

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SURVEY PERFORMED BY:  
**Advanced Surveying & Mapping**  
 Telephone (630) 273-2500  
 Fax (630) 273-2600  
 E-MAIL: asm@advsm.com

**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS



600 BURGESS HIGHWAY  
 PLAIN ROUGE, LA 70653  
 TEL: 504-833-4400  
 FAX: 504-833-4409

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LOC. 278659  
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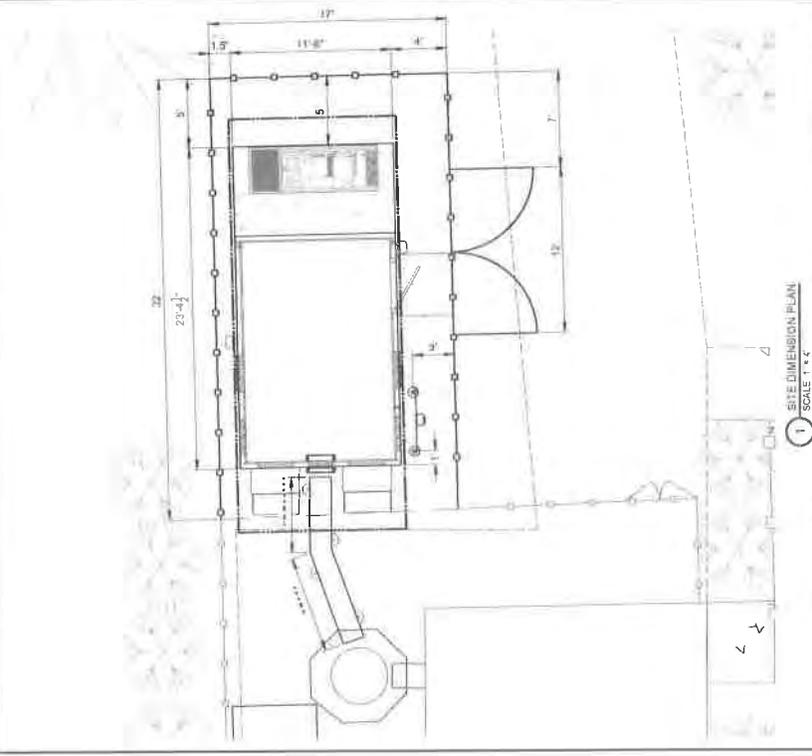
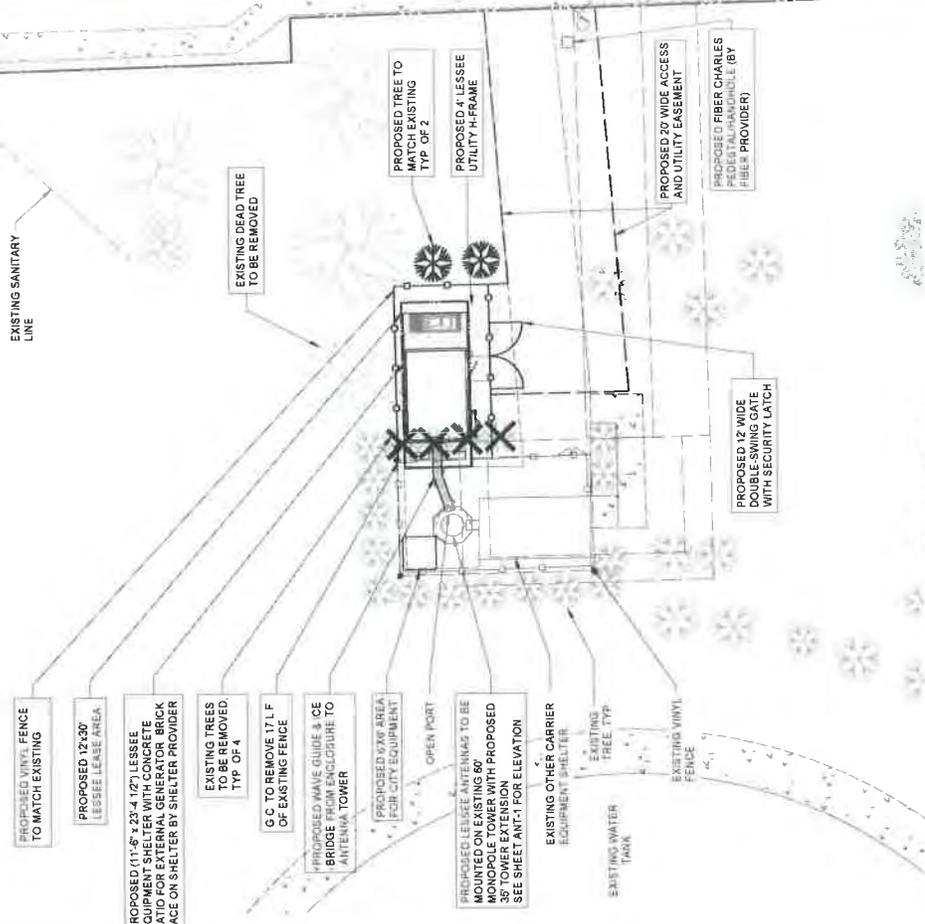
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6640 W. 187TH ST.  
 TINLEY PARK, IL 60477

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PROJECT #	10-008
SHEET #	10000001
DRAWN BY	TRD
CHECKED BY	TRD
DATE	10/10/11

ENLARGED  
 SITE PLAN

**C-1**



**Advanced Surveying & Mapping**  
 Telephone (630) 275-2500  
 Fax (630) 275-2800  
 E-MAIL [asmc@advcl.com](mailto:asmc@advcl.com)

1 ENLARGED SITE PLAN  
 SCALE 1" = 4'

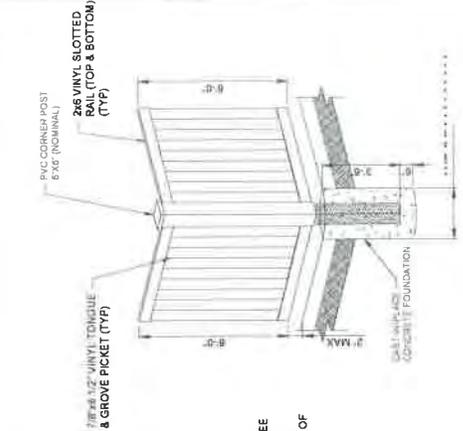


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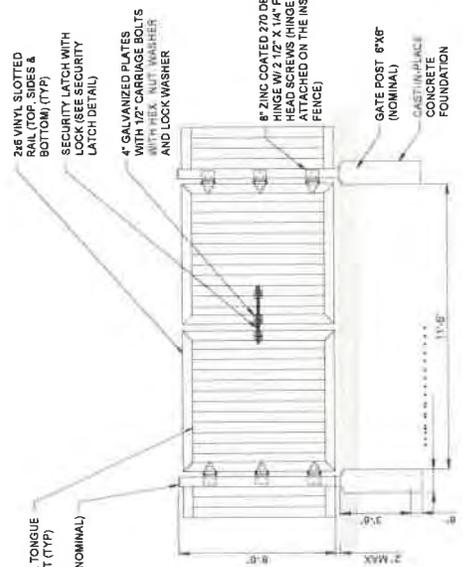
LOC 278659  
SBA #IL46494-A  
N TINLEY

6640 W 187TH ST  
TINLEY PARK, IL 60477

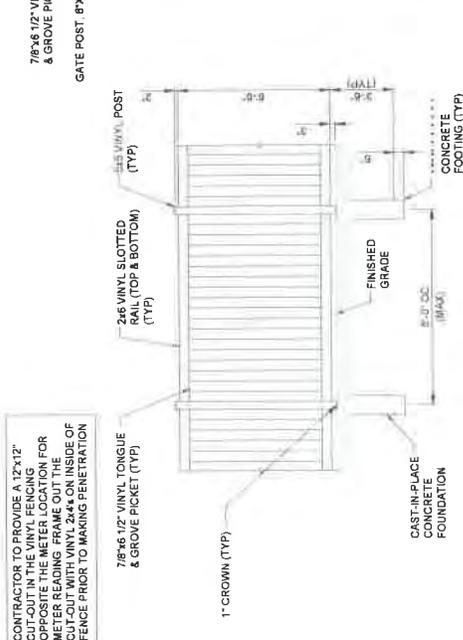
PROJECT NO.	11-029
DATE	08/20/11
SCALE	AS SHOWN
SHEET TITLE	FENCE DETAILS
SHEET NUMBER	C-3



1 PVC POST DETAIL



2 12-0 DOUBLE SWING GATE



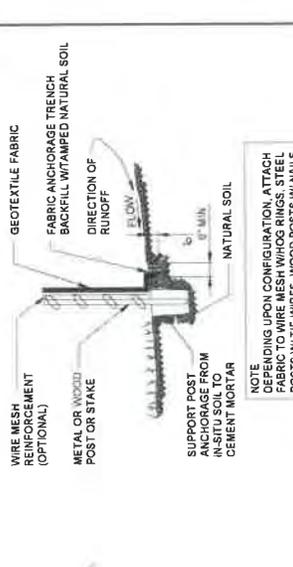
3 TOP VIEW



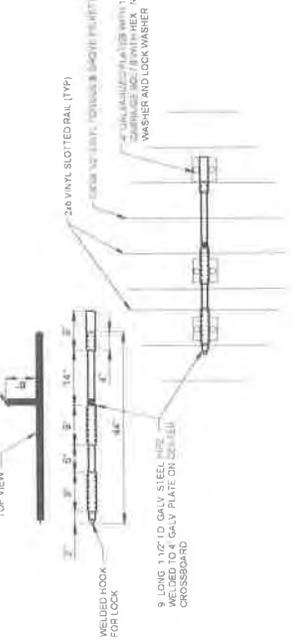
4 CORNER POST



5 GEOTEXTILE FABRIC



6 EROSION CONTROL SILT FENCE DETAIL



7 SECURITY LATCH



8 AGGREGATE CROSS-BOTTOM

GENERAL NOTES  
1) REFER TO THE PROJECT MANUAL FOR ADDITIONAL INFORMATION AND REQUIREMENTS RELATED TO CONSTRUCTION AT THE SITE.  
2) THE OWNER HAS CAUSED A GEOTECHNICAL EXPLORATION TO BE PERFORMED TO CORROBORATE HAVING A FIELD REPRESENTATIVE ON SITE FOR TESTING AND INSPECTION.  
3) THE CONTRACTOR SHALL NOTIFY THE CLIENT'S GEOTECHNICAL ENGINEER ONLY. THE REPORT IS NOT A PART OF THE CONTRACT DOCUMENTS. NEITHER THE OWNER NOR THE ENGINEER/ARCHITECT GUARANTEE THE ACCURACY OR RESPONSIBILITY FOR THE CONTRACTORS USE OR INTERPRETATION OF THE DATA CONTAINED THEREIN.  
COPIES OF THE REPORT ARE ISSUED TO THE CONTRACTOR FOR CONVENIENCE ONLY. THE REPORT IS NOT A PART OF THE CONTRACT DOCUMENTS. NEITHER THE OWNER NOR THE ENGINEER/ARCHITECT GUARANTEE THE ACCURACY OR RESPONSIBILITY FOR THE CONTRACTORS USE OR INTERPRETATION OF THE DATA CONTAINED THEREIN.

PROPERTY	MINIMUM VALUE (lb)	TEST METHOD
GRAB STRENGTH	100 LBS	ASTM D-4232-91
PUNCTURE STRENGTH	75 LBS	ASTM D-4833-96
BURST STRENGTH	200 LBS	ASTM D-3799
TRAPEZOIDAL TEAR	50 LBS	ASTM D-4571-97

(8) ALL VALUES REPRESENT MINIMUM ROLL VALUES

NOTES  
1) THE FABRIC SHOULD BE PLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. IN SECTIONS OF SHEET'S MUST BE SEWN OR SUFFICIENTLY OVERLAPPED AT LEAST 2 FEET. THE FABRIC SHOULD ALSO BE PLACED AT TO REDUCE WINDS OR FOLDS. CARE MUST BE EXERCISED TO PREVENT PHYSICAL DAMAGE OF THE GEOTEXTILE PRIOR TO CURING AND AFTER INSTALLATION. UTILITIES SHOULD BE INSTALLED BEFORE PLACING THE FABRIC.

WOOD GRAIN STYLE TONGUE & GROOVE VINYL PRIVACY FENCE. INSTALL FENCING PER MANUFACTURER'S RECOMMENDATIONS. CONCRETE FOOTINGS SHALL BE 3000 PSI.



**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

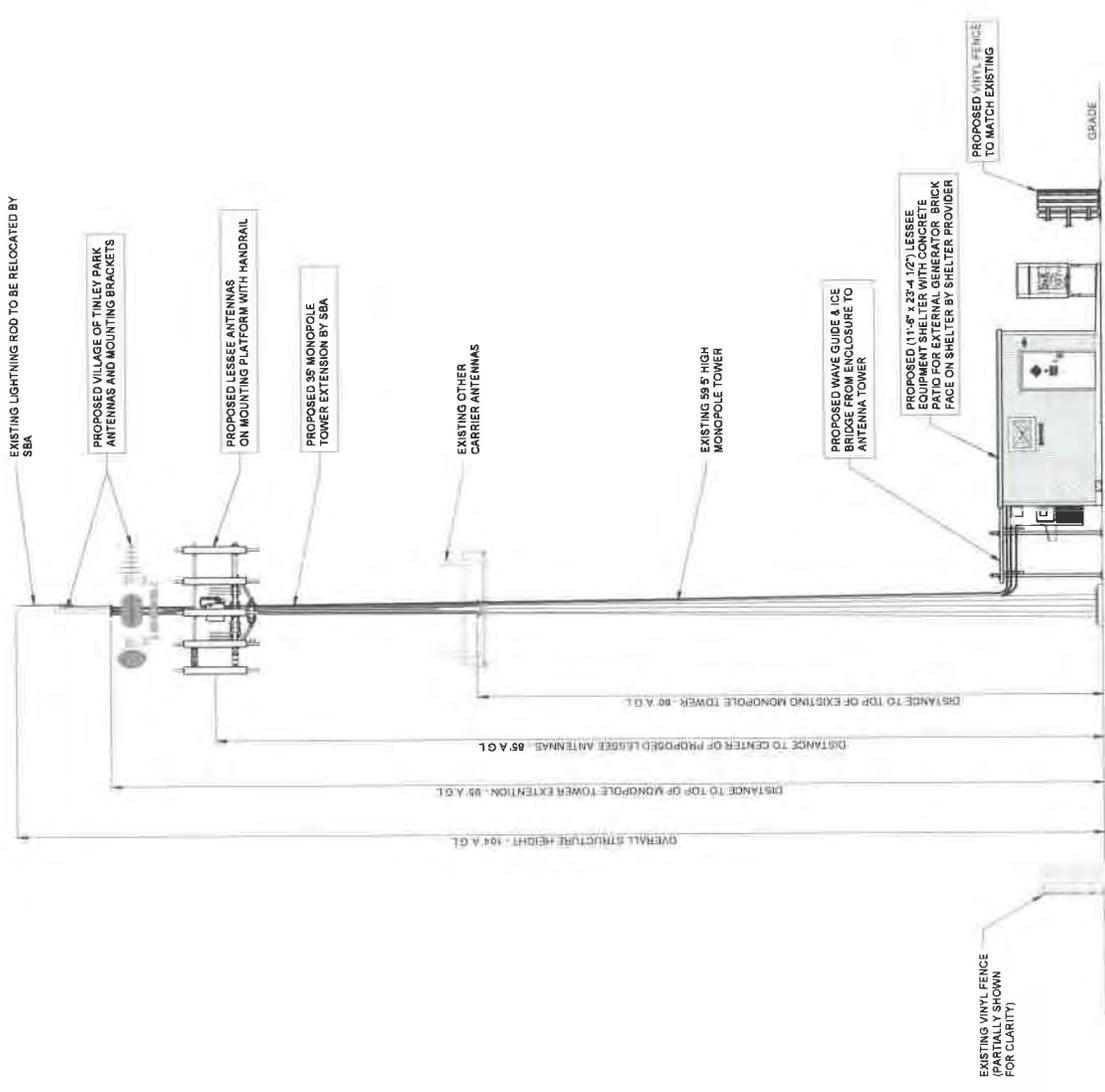


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50	08/05/14	REVISION FOR COMMENTS

LOC 278659  
 SBA #LL46494-A  
 N. TINLEY  
 6510 W. 187TH ST  
 TINLEY PARK, IL 60477

DATE	7/6/14
SCALE	AS SHOWN
PROJECT #	75007
DATE	7/6/14
SCALE	AS SHOWN
PROJECT #	75007
DATE	7/6/14
SCALE	AS SHOWN
PROJECT #	75007

**ANT-1**



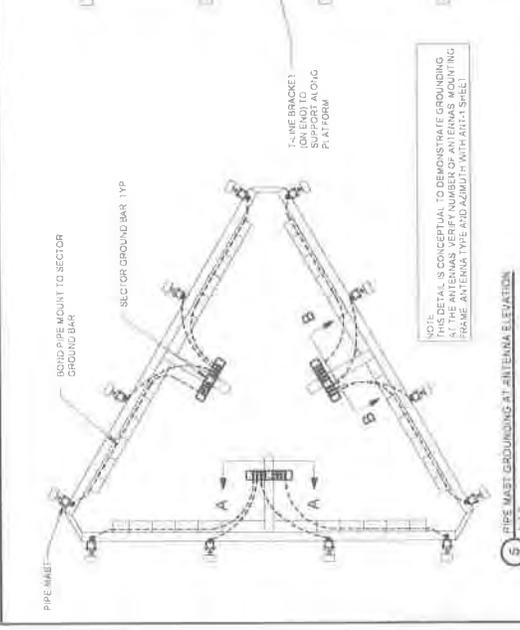
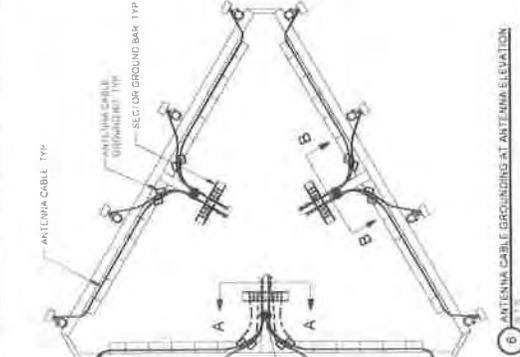
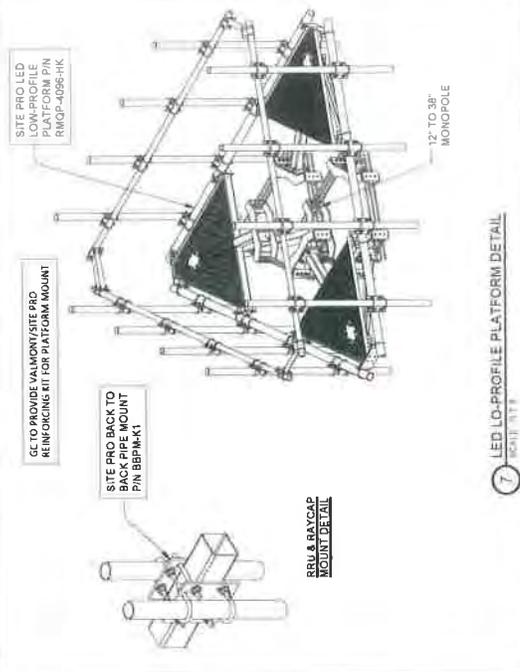
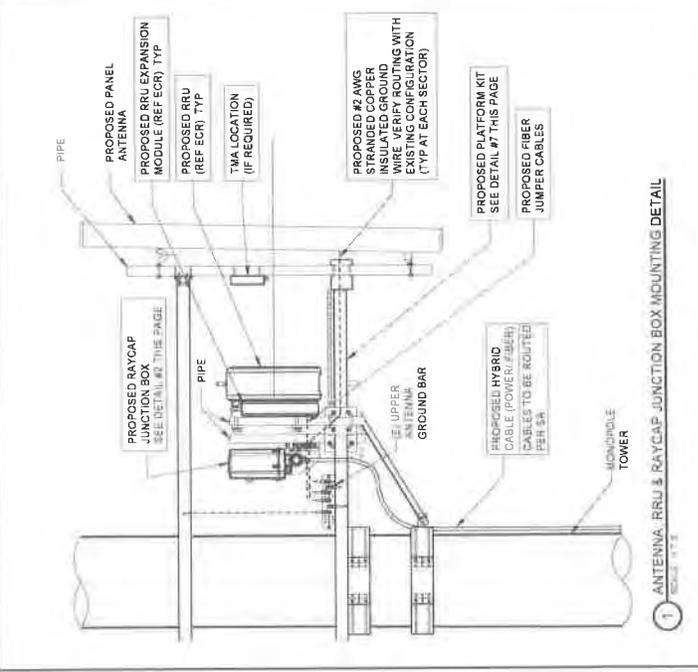
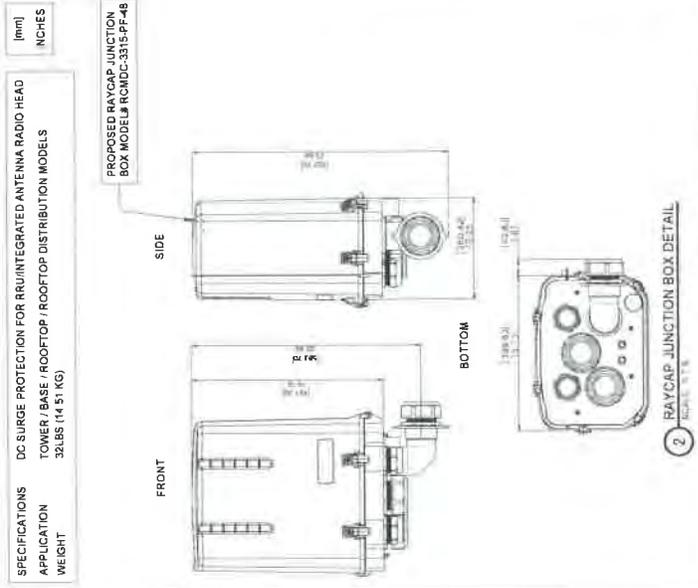
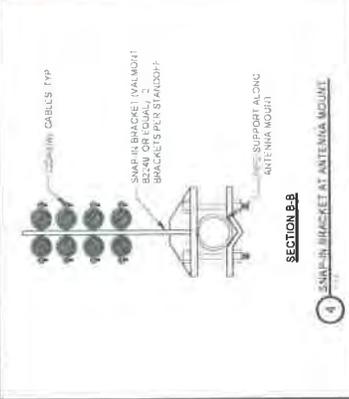
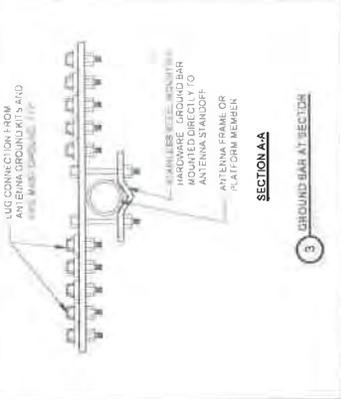
1 EAST ELEVATION  
 SCALE: 3/8" = 1'-0"



NO.	DATE	DESCRIPTION
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LOC. 278659  
SBA #146494-A  
N TINLEY  
6640 W. 167TH ST.  
TINLEY PARK, IL 60477

**ANT-3**



REVISIONS

REVISION NO. DATE DESCRIPTION

1 08/11/11 ISSUED FOR PERMITS

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7 08/11/11 ISSUED FOR PERMITS

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LOC. 278659  
 SBA #IL46494-A

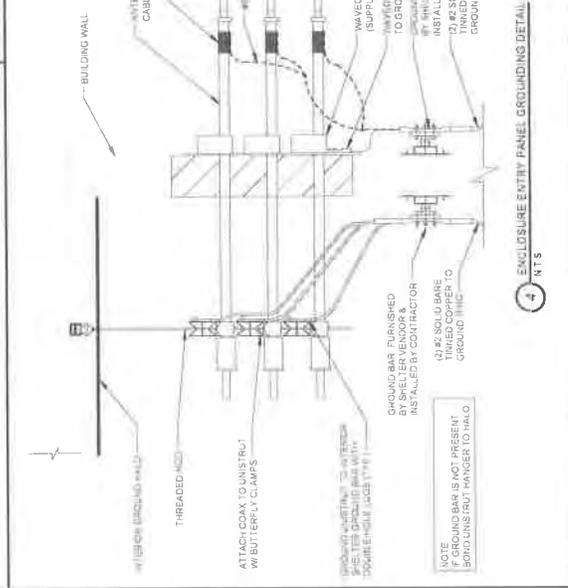
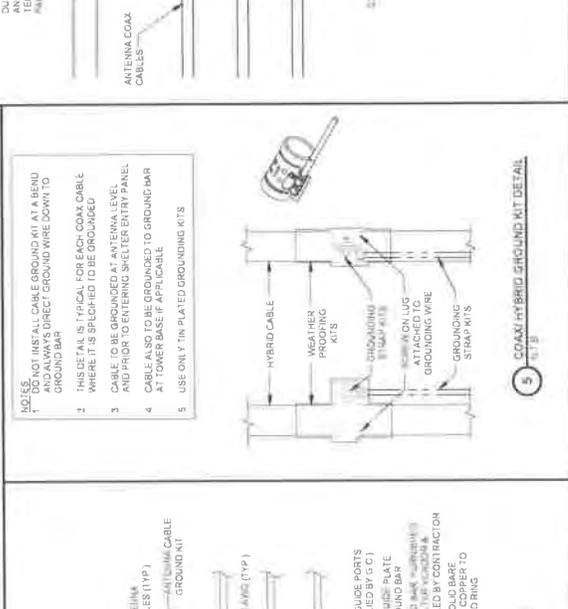
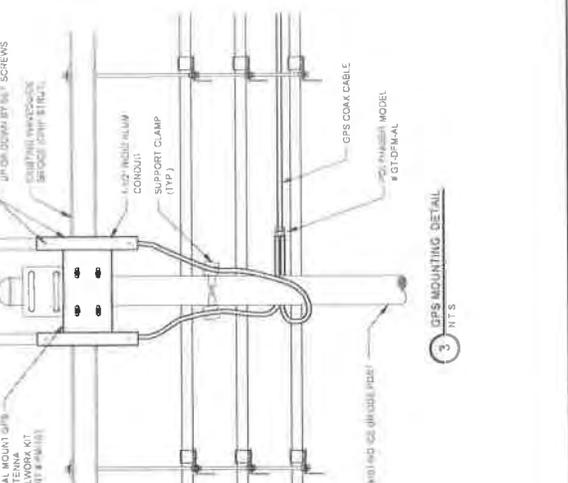
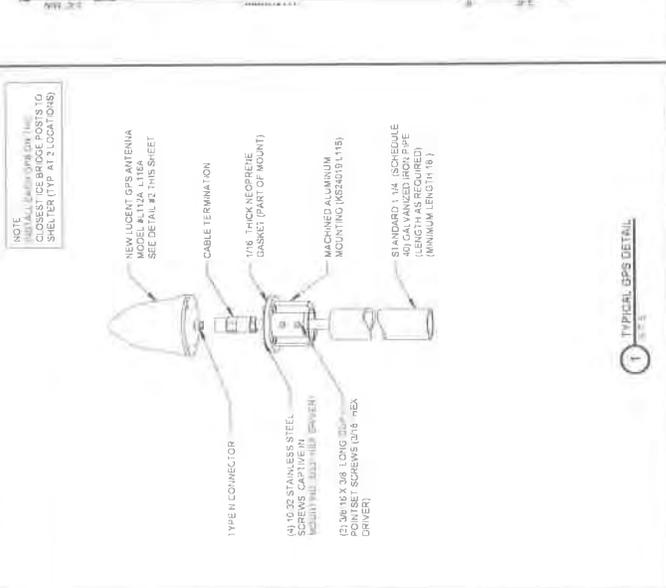
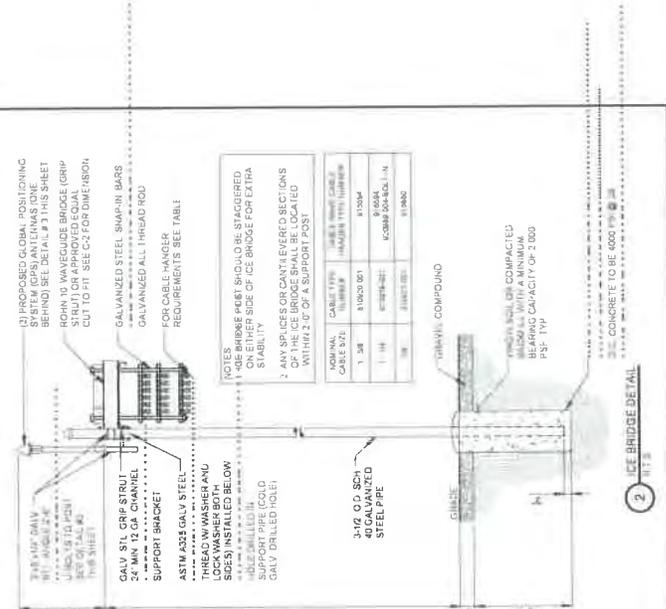
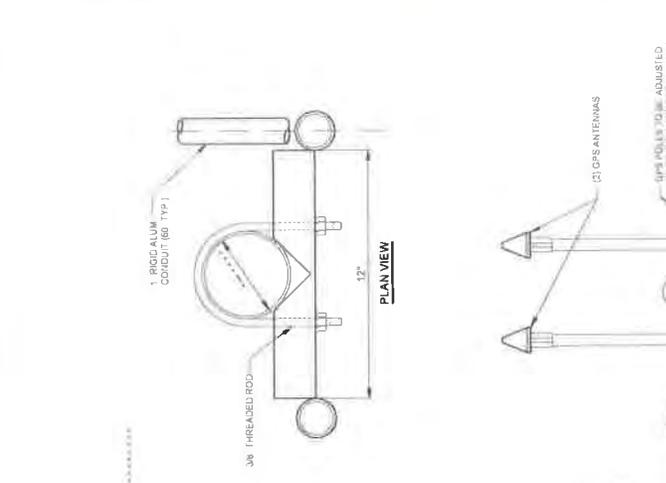
N. TINLEY

6645 W. 167TH ST.  
 TINLEY PARK, IL 60477

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SHEET TITLE  
**ANTENNA MOUNTING DETAILS**  
 SHEET NO. 4

**ANT-4**



- PROPOSED GLOBAL POSITIONING SYSTEM (GPS) ANTENNAS ONE BEHIND THE OTHER (SEE DETAIL #3 THIS SHEET FOR WAVEGUIDE BRIDGE (WRIP) KIT) OR ONE ON EACH SIDE OF THE BRIDGE (SEE DETAIL #4 FOR DIMENSION).
- GALVANIZED STEEL SHAPEN BARS FOR CABLE HANGER REQUIREMENTS SEE TABLE.

NOTE	DESCRIPTION	QUANTITY	UNIT
1	3/8\"/>		
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20	1/4\"/>		

- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
- THIS DETAIL IS TYPICAL FOR EACH COAX CABLE WHERE IT IS SPECIFIED TO BE GROUNDED.
- CABLE TO BE GROUNDED AT ANTENNA LEVEL AND PRIOR TO ENTERING SHELTER ENTRY PANEL.
- CABLE ALSO TO BE GROUNDED TO GROUND BAR AT TOWER BASE IF APPLICABLE.
- USE ONLY TIN PLATED GROUNDING KITS.

NOTE: GROUND BAR IS NOT PRESENT IN SHELTER OR ENCLOSURE ENTRY PANEL. BOTTOM LUG HANGER TO HALO.

NO.	DATE	DESCRIPTION
1	08/20/13	ISSUED FOR PERMITS
2	09/10/13	ISSUED FOR PERMITS
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**LOC. 278659**  
**SBA #IL46494-A**  
**N TINLEY**  
6640 W. 167TH ST.  
TINLEY PARK, IL 60477

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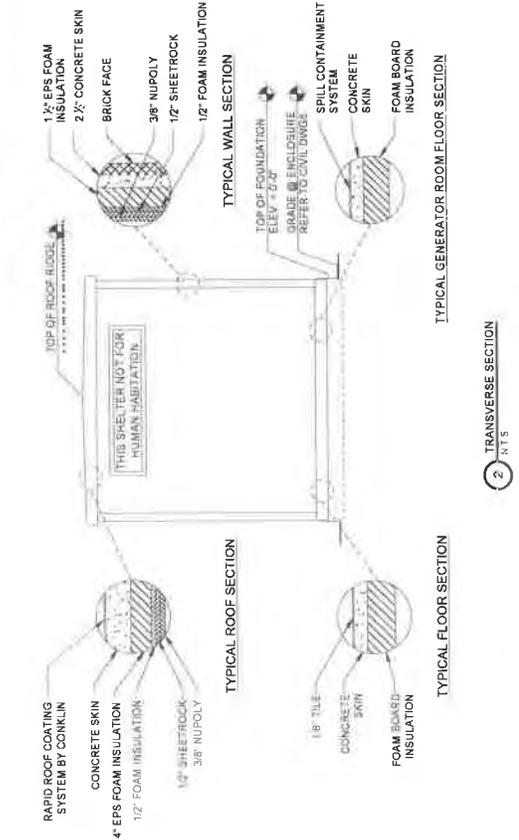
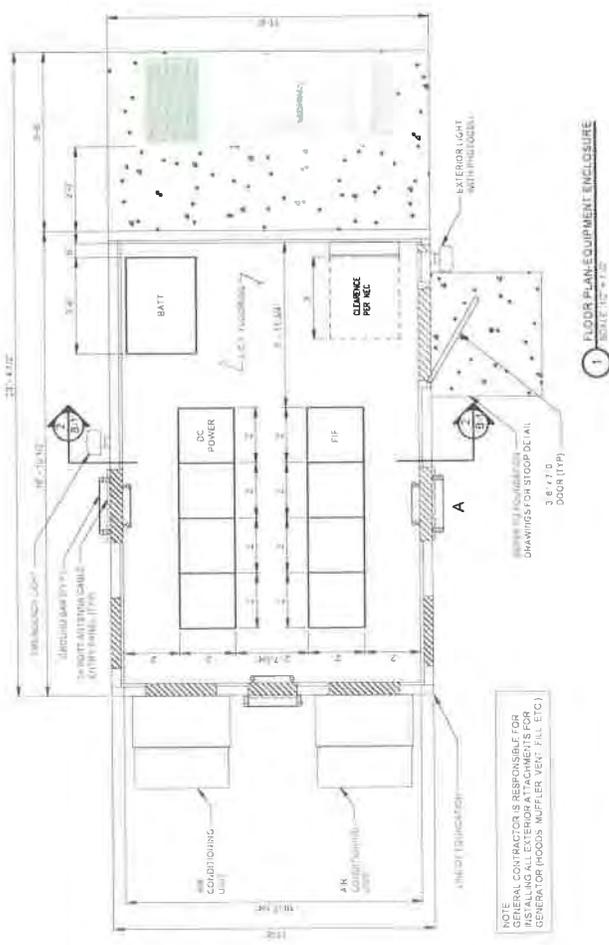
**EQUIPMENT ENCLOSURE PLAN & SECTION**  
SHEET 2 OF 2

**B-1**

**VENTILATION NOTES:**  
1. AIR CONDITIONING IS PROVIDED BY A BARD WALL MOUNTED SELF-CONTAINED ENERGY EFFICIENT UNIT WITH 100% EXHAUST AIR FLOW. UNIT COOLING CAPACITY: 10,200 Btu/h. UNIT WITH FILTER.  
2. ELECTRIC HEAT IS PROVIDED BY 2 KW 1800 BTU/H UNIT WITH NEAR SHIP WITH AIR BARD UNIT LISTED ABOVE.

ROOM PURPOSE	VENTILATION				REMARKS
	NATURAL	MECHANICAL	ACTUAL	REQUIRED	
WIRELESS TELEPHONE EQUIPMENT ENCLOSURE (NONINHABITED)	286.9 SF	0 CFM	9 CFM	2000 CFM	SEE NOTE 1

**NOTES:**  
1. EQUIPMENT ENCLOSURE IS PRE-MANUFACTURED. THIS SHEET IS PROVIDED AS GUIDE ONLY. REFER TO ACTUAL DRAWINGS BY SHELFET MANUFACTURE FOR FULL BUILDING PLANS.  
2. EPS BOARD INSULATION IS LISTED TO HAVE A FLAME SPREAD OF 2 OR LESS INCHES AT 1 PCT DENSITY POLYISOCYANURATE FOAM INSULATION HAS BEEN LISTED TO HAVE A FLAME SPREAD OF 18 PCT AND HAS A FLAME SPREAD OF 23 AND A SMOKE PRODUCT OF 305.  
3. INTERLOCK PANELING IS LISTED TO HAVE A FLAME SPREAD OF 200 OR LESS.  
4. THIS ENCLOSURE IS CLASSIFIED AS USE GROUP B, TYPE SB CONSTRUCTION PER 1909 BOCA AND IS IN COMPLIANCE WITH 1909 BOCA BUILDING CODE 1909 INTERNATIONAL MECHANICAL CODE 2009 NEC AND ILLINOIS ASHRAE 90.1.  
5. DESIGN CRITERIA:  
FLOOR DEAD LOAD = 35 PSF  
WALL DEAD LOAD = 20 PSF  
ROOF LIVE LOAD = 100 PSF  
FLOOR LIVE LOAD = 135 PSF  
ROOF LIVE LOAD = 40 PSF  
SEISMIC PROVISION GROUP = II  
6. 1" = 3/32" PER @ 28 DAYS (EQUIPMENT ENCLOSURE)  
7. ENCLOSURE AND ASSOCIATED EQUIPMENT IS PROVIDED BY OWNER UNDER CONTRACT WITH SHELFET MANUFACTURE. THIS SHEET IS PROVIDED AS GUIDE ONLY. REFER TO ACTUAL DRAWINGS BY SHELFET MANUFACTURE FOR FULL BUILDING PLANS AND MANUFACTURER'S AVAILABLE DATA. REFER TO CIVIL, STRUCTURAL AND ELECTRICAL DRAWINGS FOR WORK TO BE PERFORMED UNDER THIS CONTRACT.  
8. PRIOR TO PROJECT CLOSE-OUT AND SHELFET INSTALLATION, THE GENERAL CONTRACTOR IS TO CLEAN THE SHELFET FLOOR AND APPLY A STATIC FREE WAX TO THE FLOORS.



**TRANSVERSE SECTION**  
RTS

NO.	DATE	DESCRIPTION
001	01/11/14	ISSUE FOR PERMITS
002	01/11/14	ISSUE FOR OWNER INFORMATION
003	01/11/14	ISSUE FOR INSTALLATION
004	01/11/14	ISSUE FOR CONSTRUCTION
005	01/11/14	ISSUE FOR CONSTRUCTION

LOC. 278659  
 SBA #IL46494-A

N. TINLEY

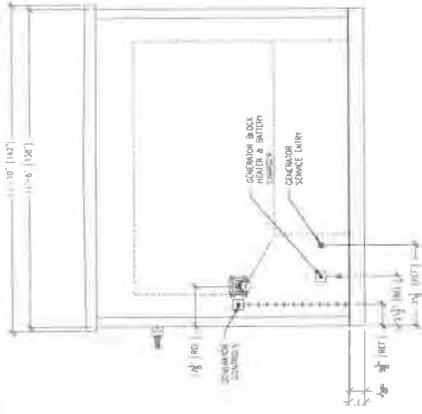
6640 W. 167TH ST.  
 TINLEY PARK, IL 60477

DATE	06/06/14
PROJECT #	160028
SHEET #	1/41
SHEET TITLE	ELEVATIONS
BID #	

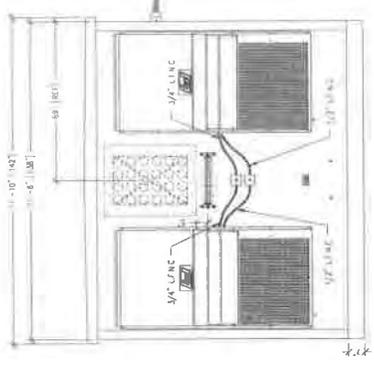
SHEET TITLE  
 EQUIPMENT ENCLOSURE  
 ELEVATIONS

SHEET NUMBER

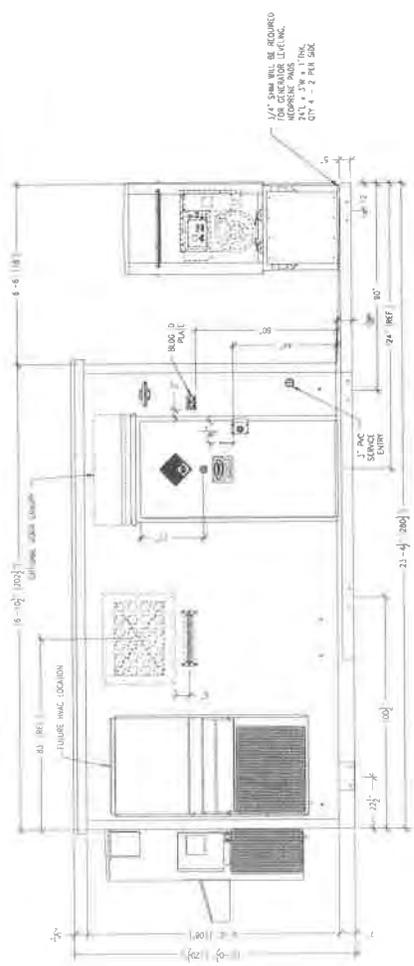
**B-2**



2 ELEVATION-EQUIPMENT ENCLOSURE  
 SCALE: 1/8" = 1'-0"

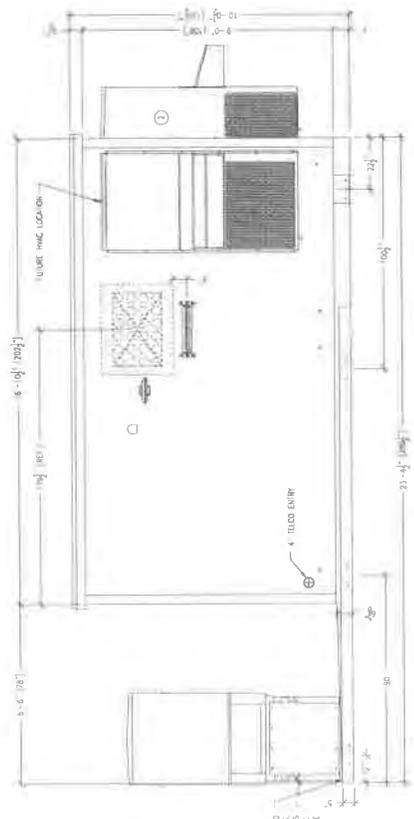
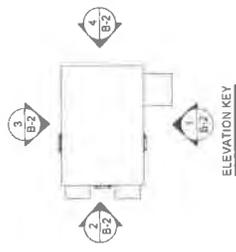


4 ELEVATION-EQUIPMENT ENCLOSURE  
 SCALE: 1/8" = 1'-0"



1 ELEVATION-EQUIPMENT ENCLOSURE  
 SCALE: 1/8" = 1'-0"

SHELTER REQUIRES  
 BRICK FACE



3 ELEVATION-EQUIPMENT ENCLOSURE  
 SCALE: 1/8" = 1'-0"

1/4" SHAW WALL RE. REQUIRED FOR CONDENSER LINC. 2 1/4" x 2 1/4" x 1" DIA. CITY 4 - 2 PER SOCK













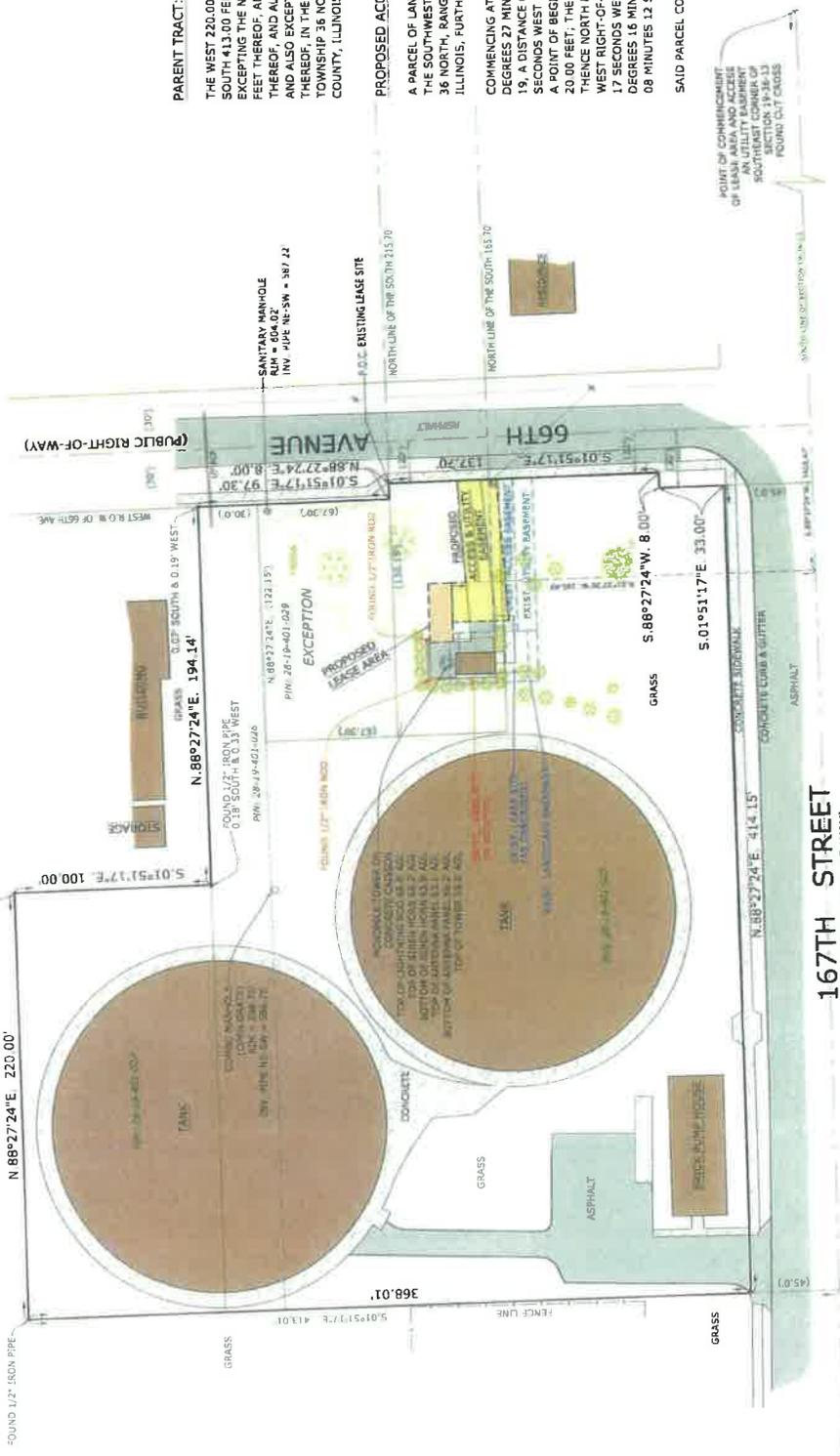




**PARENT TRACT:**  
 THE WEST 220.00 FEET OF THE EAST 444.54 FEET OF THE NORTH, 100.00 FEET OF THE SOUTH 413.00 FEET, AND THE EAST 444.54 FEET OF THE SOUTH, 313.00 FEET, EXCEPTING THE NORTH 67.30 FEET OF THE SOUTH 283.00 FEET OF THE EAST, 132.15 FEET THEREOF, AND ALSO EXCEPTING THE EAST 22 FEET OF THE SOUTH 215.15 FEET THEREOF, AND ALSO EXCEPTING THE EAST 30 FEET OF THE NORTH 30 FEET THEREOF, AND ALSO EXCEPTING THE WEST 8 FEET OF THE EAST 30 FEET OF THE SOUTH 80 FEET THEREOF, IN THE SOUTHWEST QUARTER OF THE SOUTH-EAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PROPOSED ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION:**

A PARCEL OF LAND FOR ACCESS & UTILITY EASEMENT PURPOSES, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE SOUTH-EAST CORNER OF SAID SECTION 19, THENCE SOUTH 88 DEGREES 27 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 1405.47 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 36 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 185.49 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 51 MINUTES 48 SECONDS WEST, 20.00 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 12 SECONDS EAST, 28.78 FEET; THENCE NORTH 85 DEGREES 16 MINUTES 31 SECONDS NORTH, 72.86 FEET TO THE WEST RIGHT-OF-WAY LINE OF 66TH AVENUE; THENCE NORTH 01 DEGREES 51 MINUTES 17 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, 20.03 FEET; THENCE SOUTH 85 DEGREES 18 MINUTES 31 SECONDS WEST, 52.57 FEET; THENCE NORTH 01 DEGREES 08 MINUTES 12 SECONDS WEST, 7.48 FEET TO THE POINT OF BEGINNING.  
 SAID PARCEL CONTAINS 1,616.9 SQUARE FEET.



NO.	DATE	REVISION
1	2/21/2014	FIELD SURVEY COMPLETED
2	9/20/2014	FINAL SURVEY COMPLETED
3	11/26/2014	REVISED LEASE AREA & EASEMENT PER CLIENT

DRAWN BY: PS  
 CHECKED BY: CSM

PROJECT NO.: 720289A

L-2

**Chicago SMSA**

PREPARED FOR:

**TERRA**  
 Consulting Group, LTD.  
 600 Busse Highway  
 Park Ridge, IL 60068  
 (847) 698-6400

LOCATION NO.: 278659  
 PROJECT NO.: 20130970193  
 6640 W. 167th Street  
 Tinley Park, IL 60477

**AS/100**

ADVANCED SURVEYING & MAPPING

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167TH STREET (PUBLIC RIGHT-OF-WAY)



SBA Communications Corporation  
8051 Congress Avenue  
Boca Raton, FL 33487-1307

T + 561.995.7670  
F + 561.995.7626

[sbasite.com](http://sbasite.com)

## LETTER OF AUTHORIZATION

**SBA Site ID:** IL46494-A, N.Tinley

**Property Located at:** 6640 W. 167 St. , Tinley Park, IL, 60477

---

**THE CITY/COUNTY OF:** Tinley Park / Cook

### APPLICATION FOR ZONING/USE/BUILDING PERMIT

This letter authorizes Verizon Wireless and its authorized agents to file for all necessary zoning, planning and building permits (local, state and federal) for the purposes of installing, operating and maintaining a telecommunications facility on the existing tower on the property referenced above on behalf of Village of Tinley Park.

All approval conditions that may be granted to Verizon Wireless in connection with above referenced facility relating to this specific application are the sole responsibility of Verizon Wireless.

SBA Steel LLC

A handwritten signature in black ink, appearing to read "Jason Silberstein", is written over a horizontal line.

Jason Silberstein

Executive VP, Site Leasing

Date: 6/16/2015

**LEGAL NOTICE  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Plan Commission of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a Public Hearing beginning at the hour of 7:30 P.M., on Thursday, August 20, 2015 at the Village Hall in the Council Chambers, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The purpose of the Public Hearing is to consider whether to recommend to the Village Board the granting of a Special Use Permit to extend an existing monopole beyond one hundred (100) feet in height in the R-1, Single Family Residential Zoning District. The existing monopole personal wireless tower located at 16640 66<sup>th</sup> Avenue is proposed to be extended from an elevation of 60' to 104'.

**LEGAL DESCRIPTION:**

The west 220.00 feet of the east 444.54 feet of the north 100.00 feet of the south 413.00 feet, and the east 444.54 feet of the south 313.00 feet, excepting the north 67.30 feet of the south 283.00 feet of the east 152.15 feet thereof, and also excepting the east 22 feet of the south 215.15 feet thereof, and also excepting the east 30 feet of the north 30 feet thereof, and also excepting the west 8 feet of the east 30 feet of the south 80 feet thereof, in the southwest quarter of the southeast quarter of section 19, township 36 north, range 13 east of the third principal meridian, in Cook County, Illinois.

**P.I.N. #:** 28-19-401-025-0000

**PROPERTY ADDRESS:** 16640 66<sup>th</sup> Avenue

**PETITIONER:** Jim Auld, on behalf of Verizon Wireless Personal Communications, LP  
and the Village of Tinley Park

The proposed Special Use Permit may be added to, revised, or eliminated as a result of the Public Hearing. All persons interested may appear at the Public Hearing and will be given an opportunity to be heard on the proposed Special Use. The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois open Meetings Act.

By order of the Plan Commission, Village of Tinley Park, Cook and Will Counties,  
Illinois

RITA WALKER, CHAIR, PLAN COMMISSION

**CONSULTANT TEAM**

**PROJECT CONSULTANT**  
 TERRA CONSULTING GROUP LTD  
 606 BLUES HIGHWAY  
 PARK RIDGE, IL 60068  
 (647) 898-6400

**SURVEYOR**  
 ASM CONSULTANTS INC  
 P.O. BOX 7  
 PLANO, IL 60545  
 (630) 273-2500

**VICINITY MAP**



**REGIONAL MAP**



**APPROVALS**

REAL ESTATE \_\_\_\_\_  
 RF \_\_\_\_\_  
 CONSTRUCTION \_\_\_\_\_  
 OPERATIONS \_\_\_\_\_  
 EQUIPMENT ENGINEERING \_\_\_\_\_

**PROJECT TYPE**  
 PROPOSED LESSEE ANTENNAS TO BE MOUNTED ON EXISTING MONOPOLE TOWER WITH PROPOSED 11'-5" X 23'-4" 17Z EQUIPMENT ENCLOSURE AT BASE

**SITE COORDINATES**  
 LATITUDE 41° 55' 18.26" N (FROM SURVEY)  
 LONGITUDE 87° 46' 49.25" W (FROM SURVEY)  
 ELEVATION 471Z (FROM SURVEY)

**DRAINING DIRECTIONS**  
 FROM LESSEE OFFICE HEAD EAST ON WOODFIELD RD TOWARD MALL DR. TURN RIGHT ONTO W. FRONTAGE RD. TAKE THE 2ND TURN TO THE RIGHT ONTO W. FRONTAGE RD. TAKE THE 2ND TURN TO THE LEFT TOWARD INDIANA. MERGE ONTO US-45 S. TAKE THE EXIT ONTO I-55 N. TAKE EXIT 239A TO MERGE ONTO US-45 S. LAGRANGE RD AND CONTINUE TO FOLLOW US-45 S. LAGRANGE R. TURN LEFT ONTO 167TH ST. DESTINATION WILL BE ON THE LEFT

**EQUIPMENT ENCLOSURE**

# CHICAGO SMSA

*limited partnership*

CHICAGO SMSA LIMITED PARTNERSHIP  
 db/a VERIZON WIRELESS  
 1515 WOODFIELD ROAD, SUITE 1400  
 SCHAUMBURG, ILLINOIS 60173  
 PHONE: (847) 619-5397 FAX: (847) 706-7415

**LOCATION NUMBER: 278659**

**SITE NAME: N. TINLEY**

**SBA SITE NUMBER: IL46494-A**

**SBA SITE NAME: N. TINLEY**

**6640 W. 167TH ST**

**TINLEY PARK, IL 60477**

**Submittal 3 20180818**



NOTE  
 ALL ELECTRICAL SHALL BE IN COMPLIANCE WITH 2005 NATIONAL ELECTRIC CODE CODES  
 2005 NATIONAL ELECTRIC CODE CODES

**PROJECT INFORMATION**

**PLAN #** 28-13-40-14-0000

**ADDRESS** 6640 167TH ST  
 TINLEY PARK, IL 60477

**UTILITIES** POWER COWED

**JURISDICTION** VILLAGES OF TINLEY  
 ALEX STELLAMANO  
 (815) 727 8017

**OCCUPANCY** UNINHABITED

**ZONING** R-1

**CONSTRUCTION TYPE** CO LO

**TOWER OWNER** SBA STEEL, LLC  
 5900 BROKEN SOUND DR  
 BOCA RATON FL

**CONTRACT PERSON** KENT MEIER (414) 788-1133

**APPLICANT** VERIZON WIRELESS PERSONAL COMMUNICATIONS LP db/a VERIZON WIRELESS  
 515 WOODFIELD ROAD SUITE 1400  
 SCHAUMBURG, IL 60173  
 (820) 841-1253

**CONSTRUCTION MANAGER** MIKE EISENMEYER (847) 732-8553

**REAL ESTATE MANAGER** DANNY PEREZ (847) 706-7785

SHEET	TITLE SHEET	REVISION
T-1	LOCATION PLAN	7.9.10
C-1	ENGINEERING SITE PLAN	6.7.9.10
C-2	GRADING PLAN	7
C-3	EQUIPMENT ENCLOSURE FOUNDATION PLAN	7
C-4	FENCE DETAILS	6.7
C-5	SITE DETAILS	7
ANT-1	SITE ELEVATION	6.7
ANT-2	ANTENNA INFORMATION	6.7
ANT-3	ANTENNA MOUNTING DETAILS	6
ANT-4	EQUIPMENT ENCLOSURE PLAN AND SECTION	7
B-1	EQUIPMENT ENCLOSURE ELEVATIONS	7
B-2	UTILITY MOUNTING PLAN	6.7.8
E-1	SITE GROUNDING PLAN	6.7
E-2	ELECTRICAL AND GROUNDING DETAILS	6.7
E-3	ELECTRICAL AND GROUNDING DETAILS	6.7
E-4	SPECIFICATIONS	6.7
SP-1	SPECIFICATIONS	6.7
SP-2	LANDSCAPE PLAN	6.7.9.10
L-1	ATTACHMENTS	6.7.9.10

**ATTACHMENTS**

1 OF 2 SITE SURVEY

2 OF 2 SITE SURVEY



DESCRIPTION	DATE
UPDATE PER FEES CONTRIBUTION	8/20/18
SUPPOT FOR COMMENTS	8/20/18
REVISED DATA ROUTE	8/20/18
UPDATED MOVED CONDUIT ROUTE	8/20/18
SUPPOT FOR COMMENTS	8/20/18
UPDATE PER COMMENTS	8/20/18

LOC. 278659  
 SBA #IL46494-A  
 N. TINLEY

6640 W. 167TH ST  
 TINLEY PARK, IL 60477

SHEET TITLE  
 TITLE SHEET

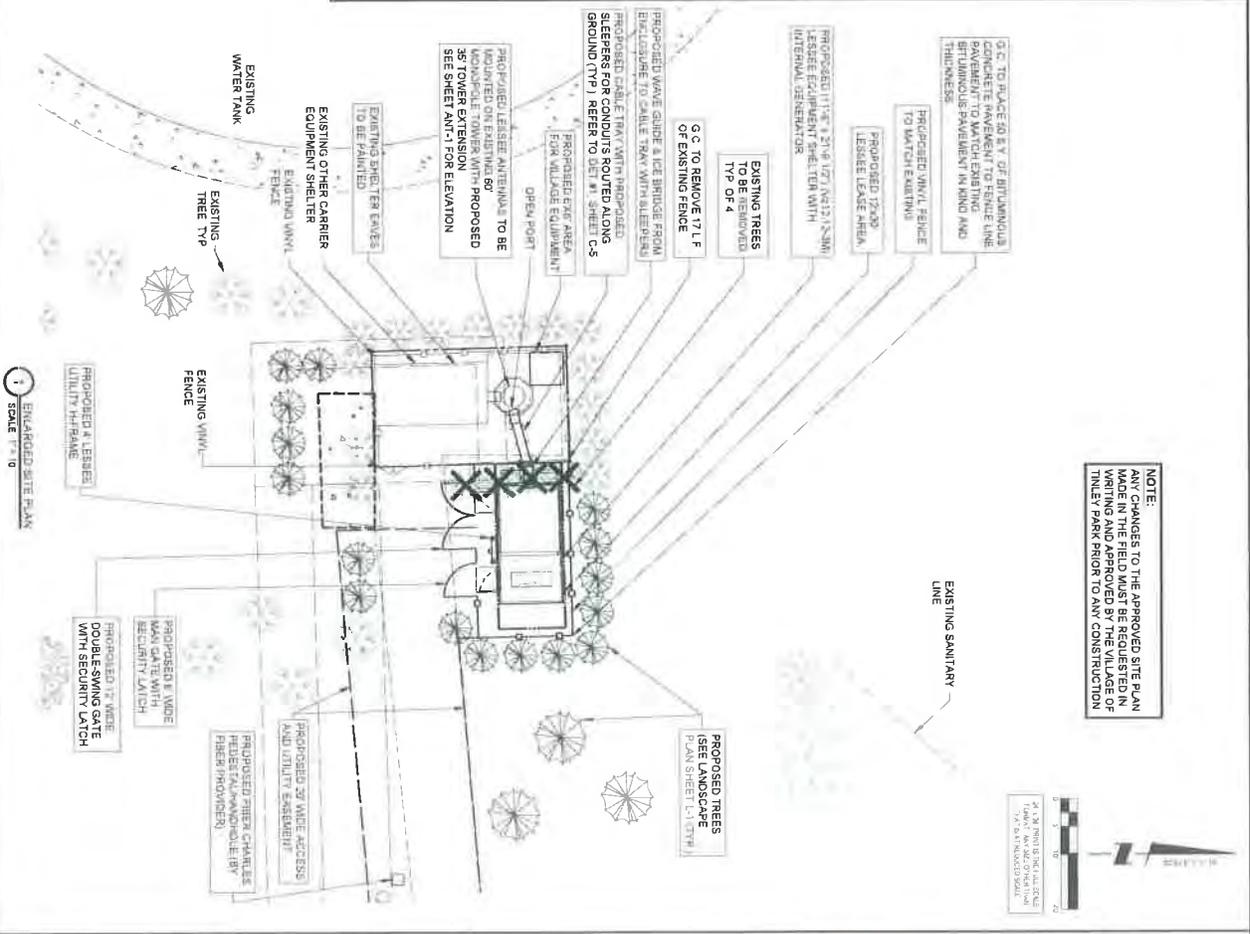
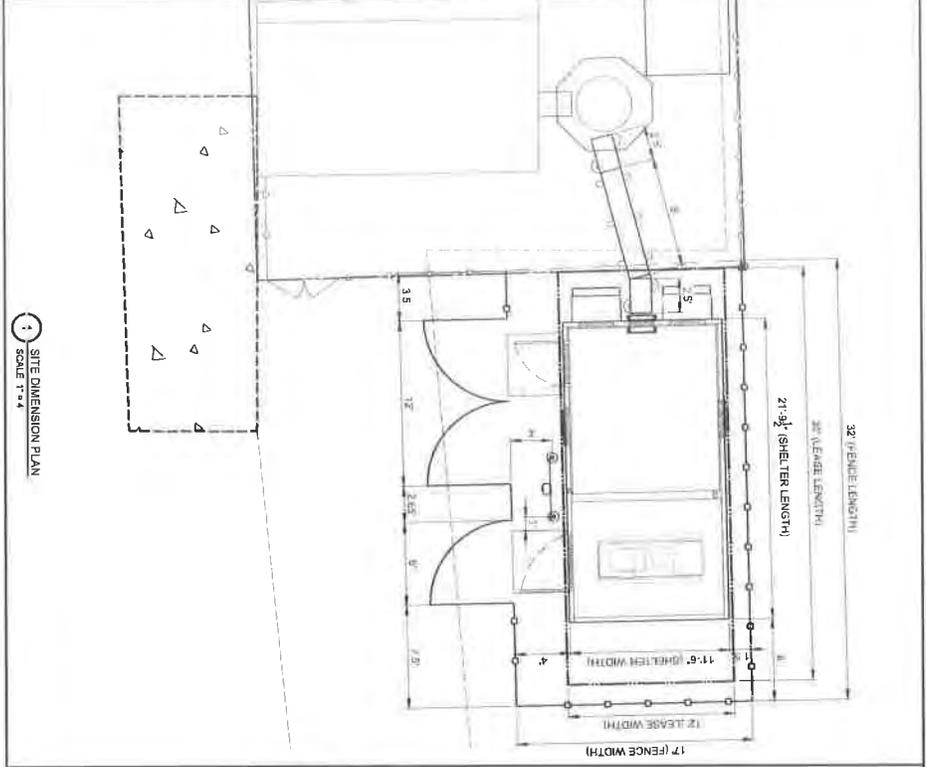
SHEET NUMBER  
**T-1**



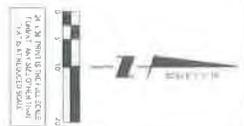


**7 TUE**  
 CONSULTING ENGINEERS  
 1000 N. LAKE ST.  
 CHICAGO, ILL. 60610  
 TEL: 312.467.1000  
 FAX: 312.467.1001  
 WWW.7TUE.COM

**SURETY REGISTERED SITE**  
**Advanced Surveying & Mapping**  
 Telephone (630) 273-2500  
 Fax (630) 273-2500  
 E-MAIL: asm@adskci.com



**NOTE:**  
 ANY CHANGES TO THE APPROVED SITE PLAN MADE IN THE FIELD MUST BE REQUESTED IN WRITING AND APPROVED BY THE VILLAGE OF TINLEY PARK PRIOR TO ANY CONSTRUCTION



NO.	DESCRIPTION	DATE	BY
1	UPDATE PER COMMENTS	08/05/14	JR
2	ADDITIONAL PER COMMENTS	08/05/14	JR
3	REMOVED EXISTING FENCE	08/05/14	JR
4	ADDITIONAL PER COMMENTS	08/05/14	JR
5	UPDATE PER COMMENTS	08/05/14	JR
6	ADDITIONAL PER COMMENTS	08/05/14	JR

**TERRA**  
 600 BUSSE HIGHWAY  
 PARK RIDGE, IL 60069  
 TEL: 847.686.6400  
 FAX: 847.686.6401

**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

LOC: 278659  
 SBA #146494-A  
 N. TINLEY  
 6640 W. 187TH ST  
 TINLEY PARK, IL 60477

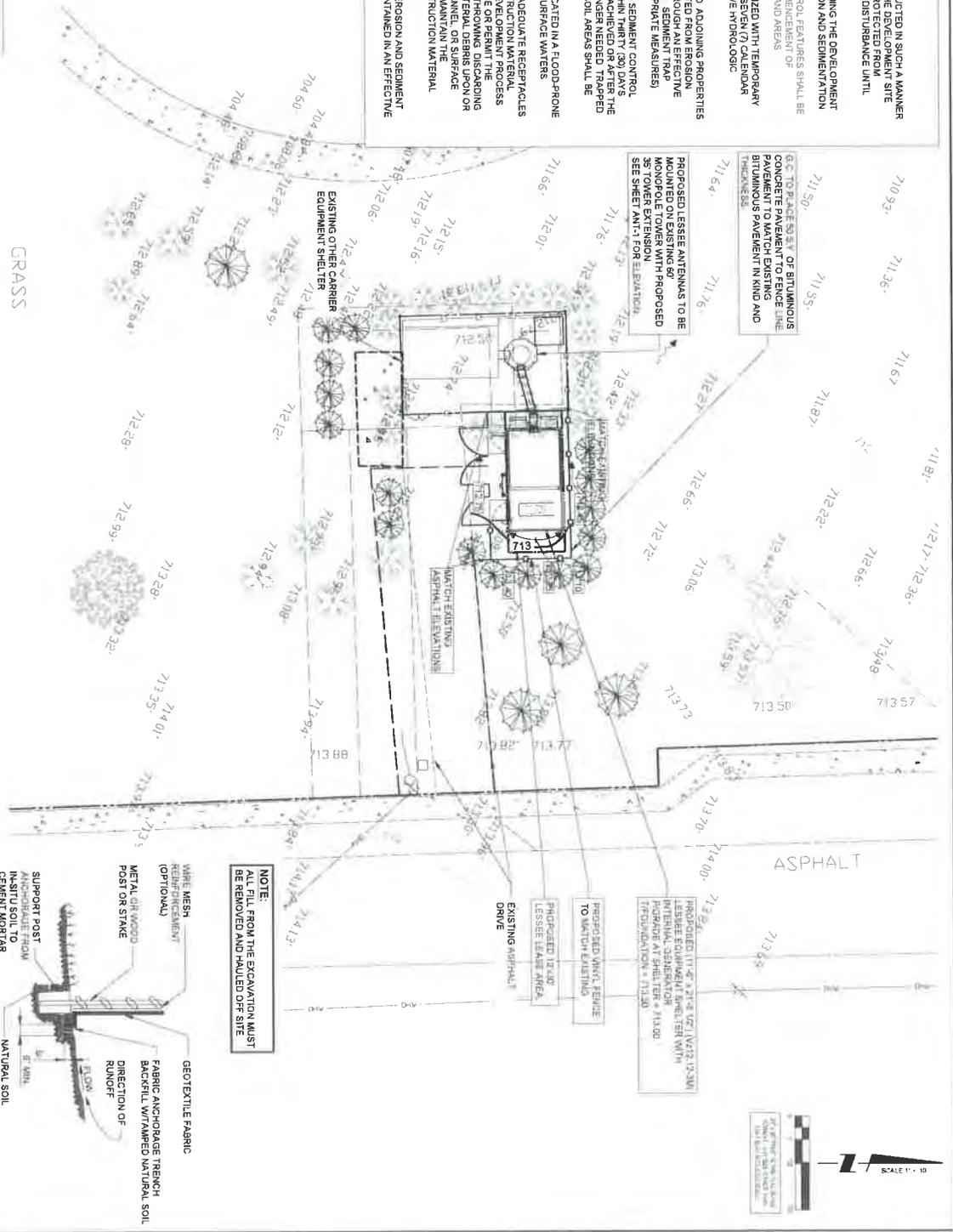
ISSUED BY: JLD  
 DATE: 08/05/14  
 PROJECT NO: 78230

**C-1**

**EROSION CONTROL NOTES:**

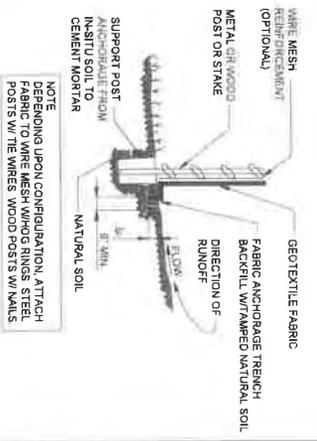
1. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER TO MINIMIZE EROSION. AREAS OF THE DEVELOPMENT SITE THAT ARE NOT GRADED SHALL BE PROTECTED FROM CONSTRUCTION TRAFFIC OR OTHER DISTURBANCE UNTIL FINAL SEEDING IS PERFORMED.
2. PROPERTIES AND CHANNELS ADJOINING THE DEVELOPMENT SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION.
3. SOIL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE HYDROLOGICALLY DISTURBANCE OF UPLAND AREAS.
4. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS OF THE END OF ACTIVE HYDROLOGIC DISTURBANCE.
5. IF DEMANDING SERVICES ARE USED ADJOINING PROPERTIES AND DISCHARGE SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. MEASURES SHALL BE TAKEN TO PREVENT EROSION AND SEDIMENTATION (SEE SHEET AN-1 FOR ELEVATIONS).
6. ALL TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION HAS OCCURRED. THE SEDIMENT AND OTHER DISTURBED SOIL AREAS SHALL BE PERMANENTLY STABILIZED.
7. SOIL STOCKPILES SHALL NOT BE LOCATED IN A FLOOD-PRONE AREA OR DESIGNATED BUFFER OF SURFACE WATERS.
8. THE CONTRACTOR SHALL PROVIDE ADEQUATE RECEPTACLES FOR THE DEPOSITION OF ALL CONSTRUCTION MATERIAL, DEBRIS GENERATED DURING THE DEVELOPMENT PROCESS. THE CONTRACTOR SHALL NOT CAUSE OR PERMIT THE DISCHARGE OF CONSTRUCTION MATERIAL, DEBRIS, OR SURFACE WATER TO ANY DEVELOPMENT SITE CHANNEL, OR SURFACE WATER. THE CONTRACTOR SHALL MAINTAIN THE DEVELOPMENT SITE FREE OF CONSTRUCTION MATERIAL, DEBRIS.
9. ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN AN EFFECTIVE WORKING CONDITION.

Advanced Surveying & Mapping  
 Telephone (630) 273-2500  
 Fax (630) 273-2500  
 E-MAIL [asmc@advcm.com](mailto:asmc@advcm.com)



1 SITE GRADING PLAN  
 SCALE 1" = 10'

2 EROSION CONTROL SHUT FENCE DETAIL  
 SCALE 1" = 10'



**NOTE:**  
 ALL FILL FROM THE EXCAVATION MUST BE REMOVED AND HAULED OFF SITE

**NOTE:**  
 DEPENDING UPON CONFIGURATION, ATTACH FABRIC TO WIRE MESH WITH RINGS, STEEL POSTS W/ THE WIRE, WOOD POSTS W/ WAILS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS AND CONSTRUCTION	05/22/11	JKR
2	UPDATE PER COMMENTS	05/28/11	JKR
3	ISSUED FOR PERMITS	07/27/11	JKR
4	UPDATE PER COMMENTS	08/05/11	JKR
5	UPDATE PER COMMENTS	08/05/11	JKR
6	UPDATE PER COMMENTS	08/11/11	JKR

**TERRA**  
 808 KILBUCK THURWAY  
 PARK RIDGE, IL 60069  
 PH: 647.498.4450  
 FAX: 647.388.6461

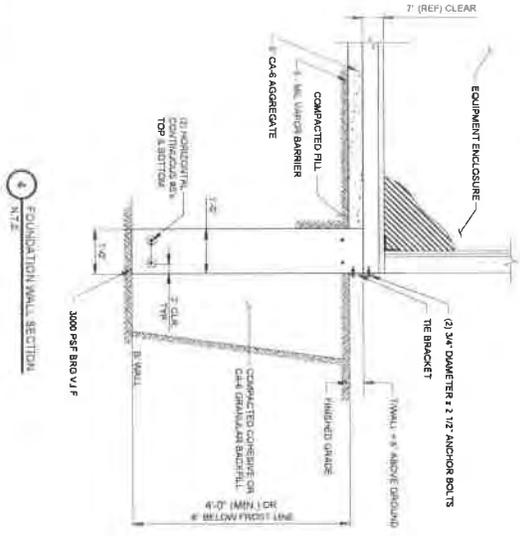
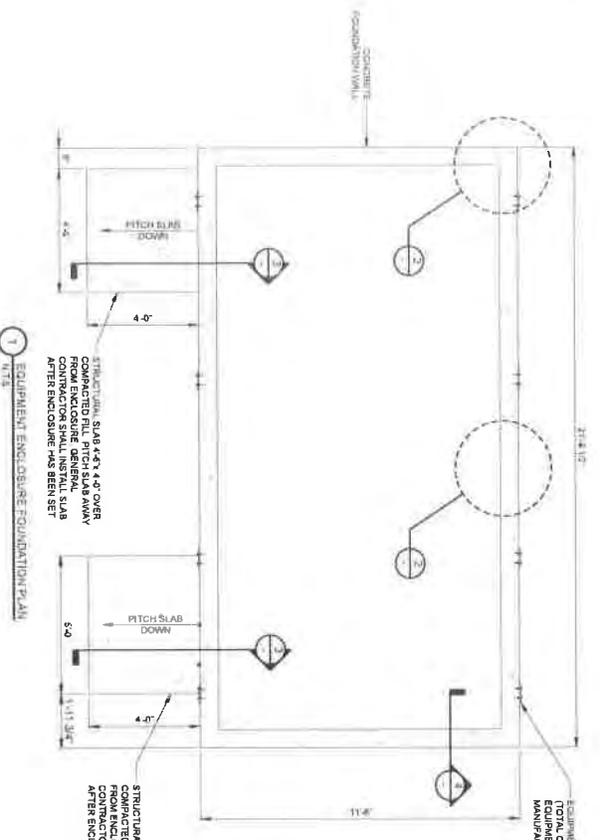
**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

LOC. 278659  
 SBA #146494-A  
 N. TINLEY  
 6640 W. 167TH ST  
 TINLEY PARK, IL 60477

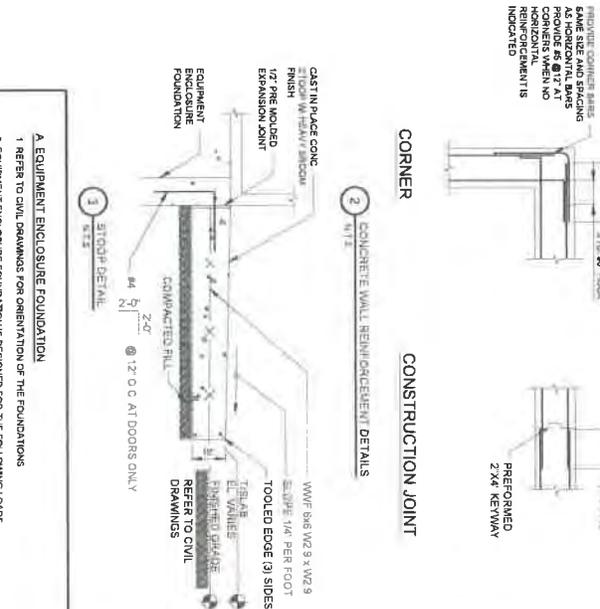
DATE: 08/05/11  
 CHECKED BY: TJC  
 DRAWN BY: TJC

PROJECT NO.: 142  
 SHEET TITLE: SITE GRADING PLAN (SHEET 1 OF 1)

**C-2**



**NOTE**  
 LOCALIZED AREAS OF SOFT OR LOOSE MATERIALS MAY BE ENCOUNTERED AS THE FOUNDATION IS BEING CONSTRUCTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING SUCH AREAS AND FOR OBTAINING APPROVED REMEDIATION METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVED REMEDIATION METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVED REMEDIATION METHODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVED REMEDIATION METHODS.



- A. EQUIPMENT ENCLOSURE FOUNDATION**
- REFER TO CIVIL DRAWINGS FOR ORIENTATION OF THE FOUNDATIONS.
  - EQUIPMENT ENCLOSURE FOUNDATION IS DESIGNED FOR THE FOLLOWING LOADS:  
 DEAD LOAD: 100 PSF  
 FLOOR LIVE LOAD: 150 PSF
  - THE CONTRACTOR SHALL NOTIFY THE CLIENT'S GEOTECHNICAL ENGINEER TO CONDUCT A FIELD REPRESENTATIVE ON SITE FOR TESTING AND INSPECTION.
  - FOOTINGS SHALL BEAR ON VIBRONS OR ON COMPACTED FILL MATERIAL, CAPABLE OF SUPPORTING A MINIMUM SOIL BEARING PRESSURE OF 3000 PSF.
  - SUBGRADE PREPARATION:  
 A. REMOVE ALL SOILS CONTAINING TOPSOIL, ORGANIC MATERIALS AND/OR FILL MATERIALS FROM WITHIN AREA OF ENCLOSURE FOUNDATION.  
 B. PROOF ROLL RESULTING SUBGRADE WITH A HEAVILY LOADED SINGLE AXLE ROLLER OR EQUIVALENT. DO NOT USE SOIL COMPACTORS ON UNSTABLE AREAS SPECIFIED DURING PRECONSTRUCTION AND REMEDIATION AS INDICATED IN THE GEOTECHNICAL REPORT AS PART OF THE BID.  
 C. SUBGRADE AND FOUNDATION WALL WITH APPROVED GRANULAR MATERIAL.
  - FOUNDATION WALLS SHALL BE SPACED EVENLY ON EACH SIDE OF THE WALL ON WALLS SHALL BE ADJACENT, Y BRACED BY THE CONTRACTOR UNTIL FLOOR SLAB HAS BEEN PLACED AND CURED FOR 72 HOURS MINIMUM.
  - ENCLOSURE SHALL NOT BE SET UNTIL FLOOR SLAB HAS BEEN CURED FOR 72 HOURS MINIMUM TOLERANCES AS INDICATED IN ACI 454 AND 467.
- B. EQUIPMENT ENCLOSURE**
- THE EQUIPMENT ENCLOSURE IS A PRE-FABRICATED BUILDING MANUFACTURED BY FIREBOND MINDEN LOUISIANA. THE EQUIPMENT ENCLOSURE SHALL BE SPACED AND INSTALLED BY THE CORNER SUBGRADER CONTRACTOR PER THE OWNER AND MANUFACTURER SPECIFICATIONS.
- C. CONCRETE NOTES**
- ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 308 AND ACI 311.
  - EXPERT WHERE DIFFERENCES INDICATED CONCRETE SHALL BE NORMAL WEIGHT AND WITH COMPACTED SHALL BE AIR ENTRAINED.
  - REINFORCING BARS SHALL CONFORM TO ASTM A615 GRADE 60 ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.

LOC: 278659  
 SBA #146494-A  
 N. TINLEY

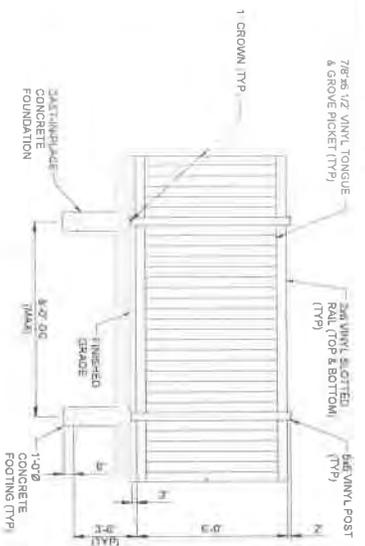
6640 W. 187TH ST  
 TINLEY PARK, IL 60477

NO.	DESCRIPTION	DATE	BY
1	UPDATE PER COMMENTS	08/27/14	BTG
2	UPDATE PER COMMENTS	08/27/14	BTG
3	UPDATE PER COMMENTS	08/27/14	BTG
4	UPDATE PER COMMENTS	08/27/14	BTG

**TERRA**  
 666 BUSSE HIGHWAY  
 PARK RIDGE, IL 60068  
 PH: 647-686-6400  
 FAX: 647-686-6401

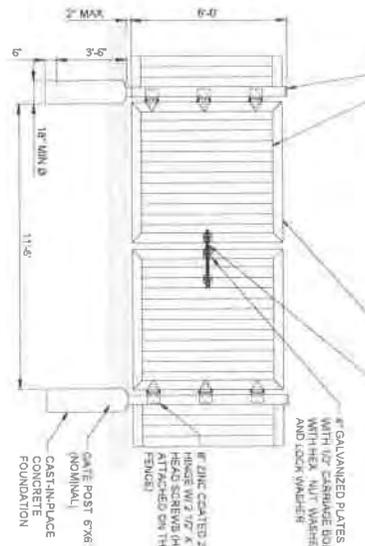
**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

CONTRACTOR TO PROVIDE A 1/2" X 1/4" GALV. STEEL RAIL WITH 1/2" GROOVE FOR METAL BEADING. GRADE OUT THE CUT-OUT WITH VINYL TONGUE OR WEDGE OF FENCE PRIOR TO MAKING PERFORATION.



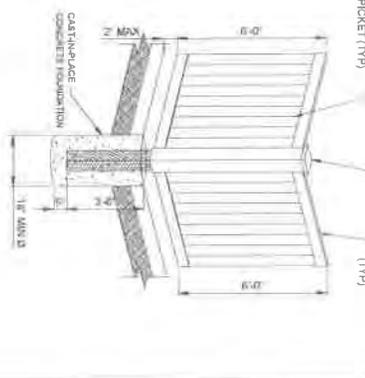
1) PIVOT POST

7/8\"/>

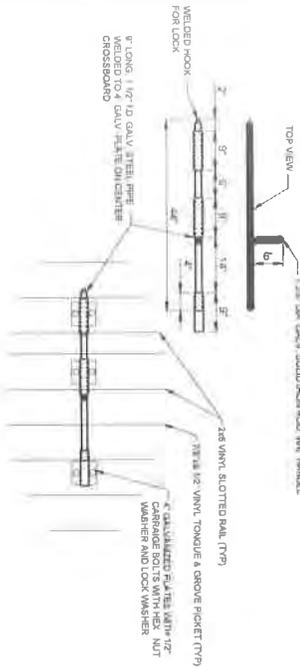


2) 12\"/>

7/8\"/>



3) CORNER POST



4) SECURITY LATCH



5) AGGREGATE CROSS-SECTION

NOTES  
 1) GOOD GRAIN STYLE TONGUE & GROOVE VINYL PRIVACY FENCE INSTALL PER MANUFACTURER'S RECOMMENDATIONS  
 2) CONCRETE FOOTINGS SHALL BE 3000 PSI

GENERAL NOTES

- 1) REFER TO THE PROJECT MANUAL FOR ADDITIONAL MATERIAL AND REQUIREMENTS RELATED TO CONSTRUCTION
- 2) THE OWNER HAS CHANGED A GEOTECHNICAL EXPLORATION TO BE PERFORMED AT THE SITE
- 3) THE CONTRACTOR SHALL NOTIFY THE GEOTECHNICAL ENGINEER TO CONDUCT A SHALLOW FIELD INSPECTION IN THE GATE FOR TESTING AND INSPECTION

SCOPE OF THE REPORT HAS BEEN TO THE CONTRACTOR AND CONSULTANT ONLY. THE REPORT IS NOT A PART OF THE CONTRACT DOCUMENTS, NOR IS THE OWNER RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA CONTAINED THEREIN. ALSO DO THE YARDABLE AND RESPONSIBILITY FOR THE CONTRACTOR'S USE OF ANY INFORMATION CONTAINED IN THIS REPORT REMAINS WITH THE CONTRACTOR.

GEOTECHNICAL PARAMETERS		
PROPERTY	MINIMUM VALUE (Q)	TEST METHOD
GRAB STRENGTH	160 LBS	ASTM D-4232-91
PUNCTURE STRENGTH	75 LBS	ASTM D-4813-88
BURST STRENGTH	280 LBS	ASTM C-3788
TRAPEZOIDAL TEAR	50 LBS	ASTM D-5871-87

(Q) ALL VALUES REPRESENT MINIMUM TOLL VALUES

NOTES

THE FABRIC SHOULD BE PLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE FABRIC SHOULD BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE FABRIC SHOULD BE PLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE FABRIC SHOULD BE PLACED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

REVISIONS		
NO.	DESCRIPTION	DATE
1	UPDATE PER FIBER COORDINATION	02/20/15
2	UPDATE PER COMMENTS	02/20/15
3	REVISED COAX ROUTE	07/02/15
4	UPDATED ADDED CONDUIT ROUTE	07/15/15
5	UPDATE PER COMMENTS	08/07/15
6	UPDATE PER COMMENTS	08/17/15

**TERRA**  
 800 BUSSE HIGHWAY  
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 PH: 847-686-6400  
 FAX: 847-686-6401

**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

LOC. 278659  
 SBA #146494-A  
 N. TINLEY

6640 W. 187TH ST.  
 TINLEY PARK, IL 60477

DATE: 09/03/14  
 PROJECT: 76208

SHEET NUMBER: C-4  
 FENCE DETAILS

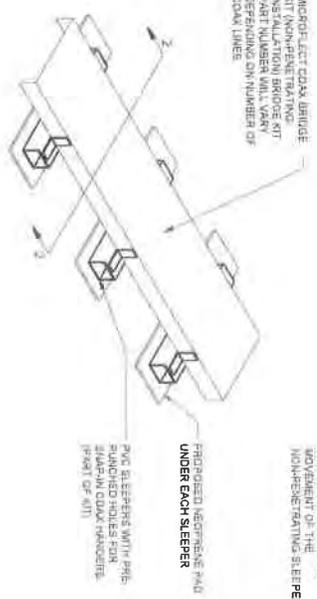


BRIDGE KIT P/N	# OF COAX LINES	BRIDGE WIDTH
B1542-11	4	11'-1 1/2"
B1543	8	14'-9 1/2"
B1586	12	2'-0"
B3098	16	1'-9 1/2"

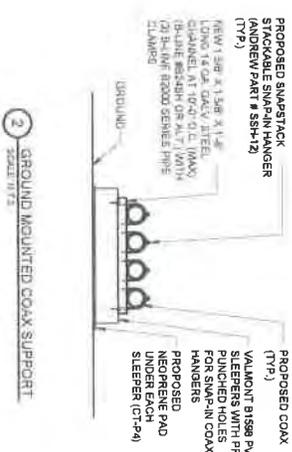
NOTE:  
 AT TYPICAL VAE MICROFLECT ADJUSTABLE SLEEPERS FOR 10' TO 20' SPANS AND 80 TO 100' SPANS

NOTE:  
 CONTRACTOR TO SUPPLY AND INSTALL THE ENDS OF CABLE TRAY - CABLE TRAY SHOULD BE ABLE TO BE TEMPORARILY SHIFTED FOR MAINTENANCE

IF LABEL BRIDGE REQUIRES TEMPORARY RELOCATION (DUE TO MAINTENANCE) REMOVE THE BRIDGE COVER TO EXPOSE THE MICROFLECT SLEEPERS



1 GROUND MOUNTED COAX COVER  
 SCALE: NTS



2 GROUND MOUNTED COAX SUPPORT  
 SCALE: 1/2" = 1'-0"

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS AND CONSTRUCTION	03/02/15	JR
2	UPDATE PER COMMENTS	03/02/15	JR
3	REVISED COAX ROUTE	07/02/15	JR
4	REVISED HANGER SPACING	07/02/15	JR
5	UPDATE PER COMMENTS	08/05/15	JR
6	UPDATE PER COMMENTS	09/17/15	JR

**TERRA**  
 600 BUSSE HIGHWAY  
 PARK RIDGE, IL 60068  
 PH: 847-688-6400  
 FAX: 847-688-6401

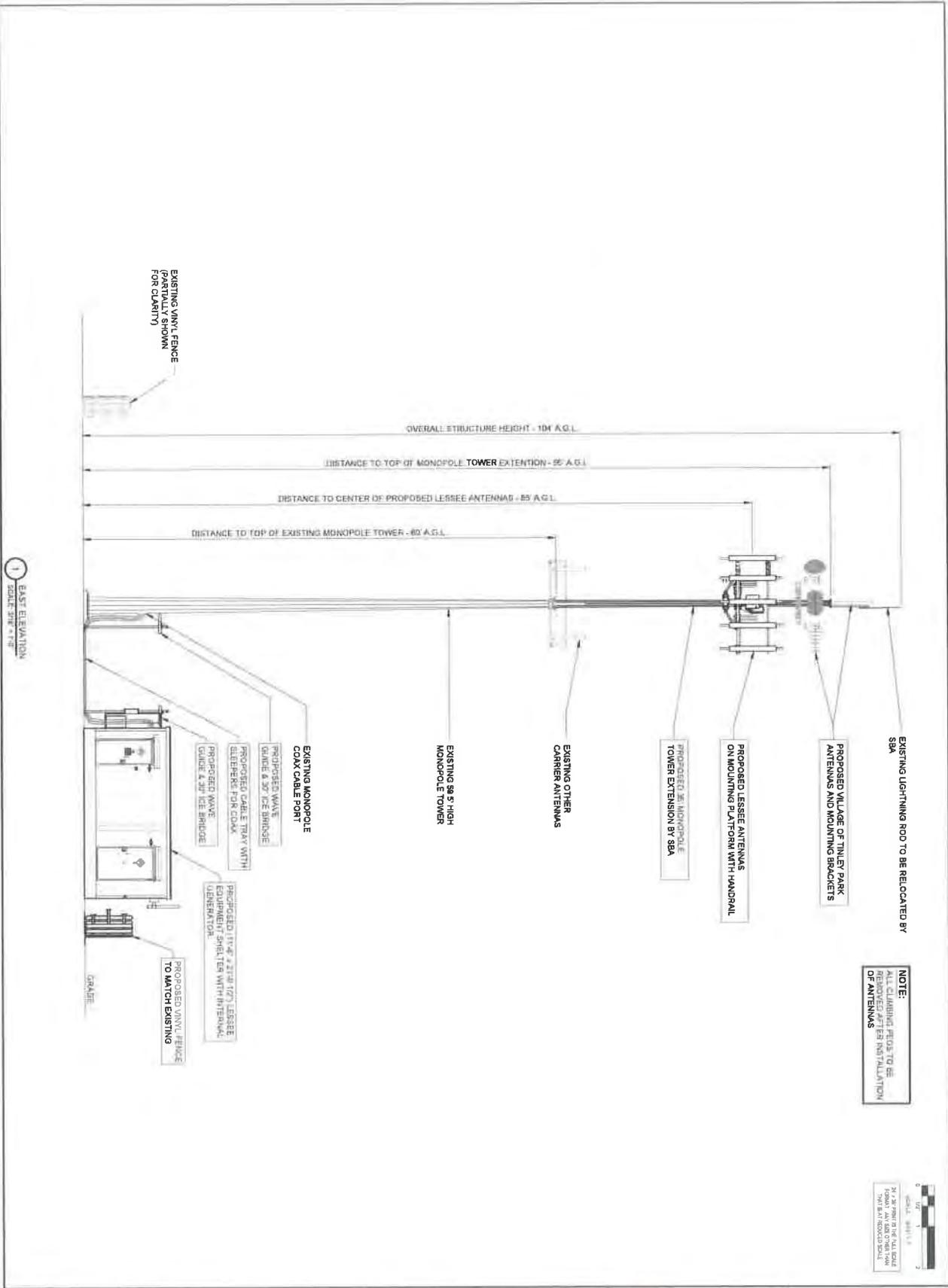
**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

LOC. 278855  
 SBA #IL46494-A  
 N. TINLEY

8440 W. 197TH ST.  
 TINLEY PARK, IL 60477

DRAWN BY: BIE  
 CHECKED BY: TZA  
 DATE: 09/01/15  
 PROJECT #: 76-204

SHEET NUMBER  
 SITE DETAILS  
**C-5**



1 EAST ELEVATION  
SCALE 3/8" = 1'-0"

**NOTE:**  
ALL CLIMBING FEES TO BE  
REMOVED AFTER INSTALLATION  
OF ANTENNAS



NO.	DATE	DESCRIPTION
1	07/15/15	UPDATE PER FIBER COORDINATION
2	07/15/15	UPDATE PER FIBER COORDINATION
3	07/15/15	UPDATE PER FIBER COORDINATION
4	07/15/15	UPDATE PER FIBER COORDINATION
5	07/15/15	UPDATE PER FIBER COORDINATION
6	07/15/15	UPDATE PER FIBER COORDINATION
7	07/15/15	UPDATE PER FIBER COORDINATION
8	07/15/15	UPDATE PER FIBER COORDINATION
9	07/15/15	UPDATE PER FIBER COORDINATION
10	07/15/15	UPDATE PER FIBER COORDINATION

**TERRA**  
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FAX: 847-588-6481

**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS

LOC. 278659  
SBA #146494-A  
N. TINLEY  
6640 W. 187TH ST  
TINLEY PARK, IL 60477

DRAWN BY: JTB  
DATE: 08/25/14  
PROJECT: 76-208

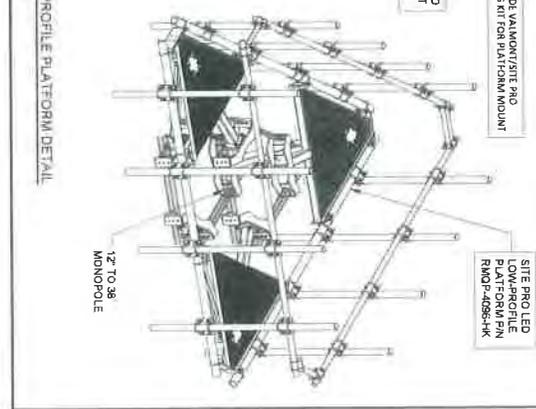
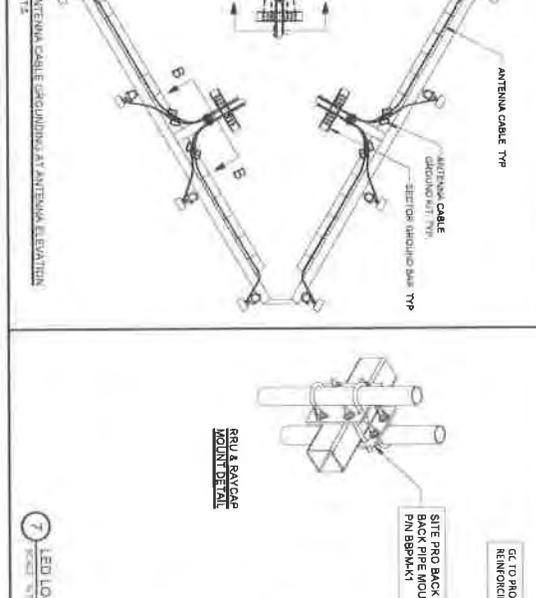
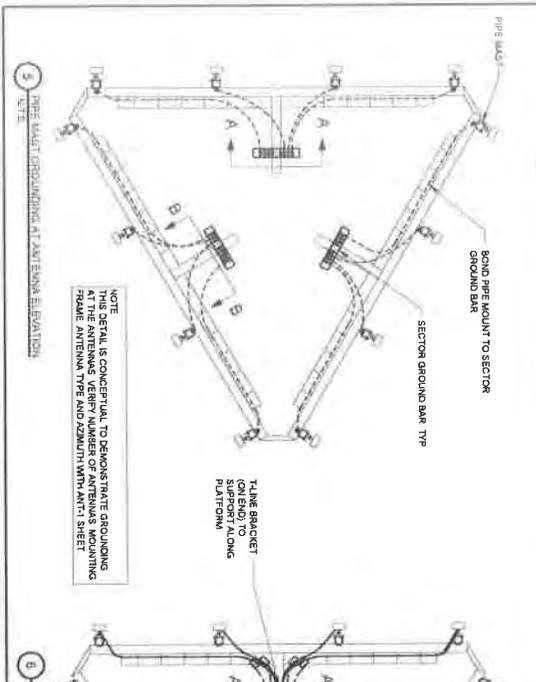
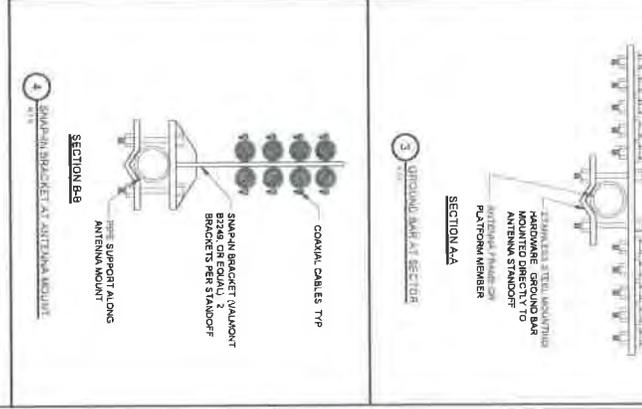
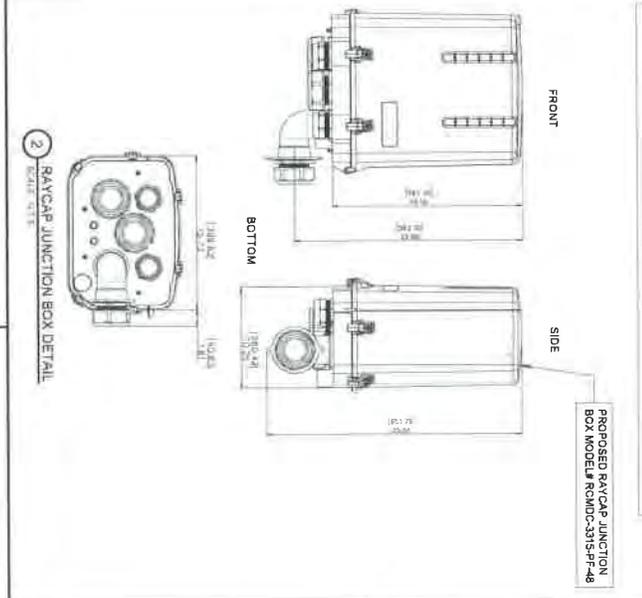
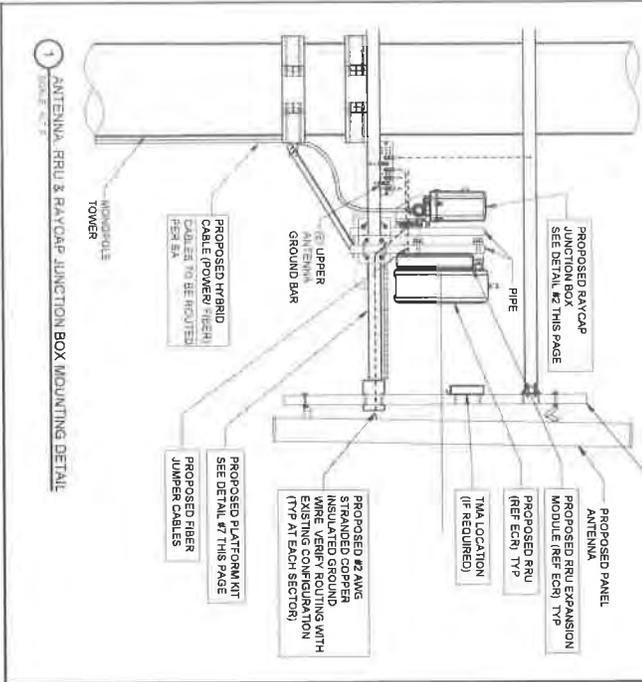
SHEET TITLE: SITE ELEVATION

**ANT-1**



APPLICATION DC SURGE PROTECTION FOR INTEGRATED ANTENNA RADIO HEAD  
 TOWER / BASE / ROOFTOP / ROOFTOP DISTRIBUTION MODELS  
 WEIGHT 325BS (4 ST KG)

[mm]  
 INCHES



REVISIONS

NO.	DESCRIPTION	DATE
01	ISSUE FOR CONSTRUCTION	05/08/11
02	UPDATE PER COMMENTS	05/11/11
03	UPDATE PER COMMENTS	05/11/11
04	UPDATE PER COMMENTS	05/11/11
05	UPDATE PER COMMENTS	05/11/11
06	UPDATE PER COMMENTS	05/11/11
07	UPDATE PER COMMENTS	05/11/11
08	UPDATE PER COMMENTS	05/11/11
09	UPDATE PER COMMENTS	05/11/11
10	UPDATE PER COMMENTS	05/11/11

**TERRA**  
 605 NILES HIGHWAY  
 FARM RIDGE, IL 60020  
 PH: 847-888-6400  
 FAX: 847-888-6401

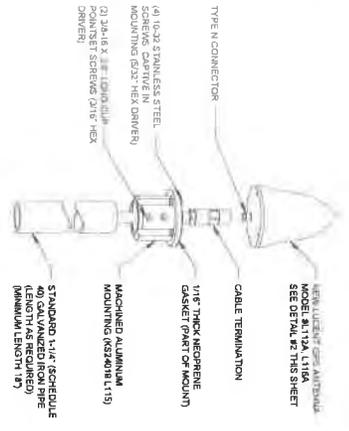
**CHICAGO SMSA**  
 limited partnership  
 d/b/a VERIZON WIRELESS

LOC: 278659  
 SBA #146494-A  
 N. TINLEY  
 5540 W. 187TH ST.  
 TINLEY PARK, IL 60477

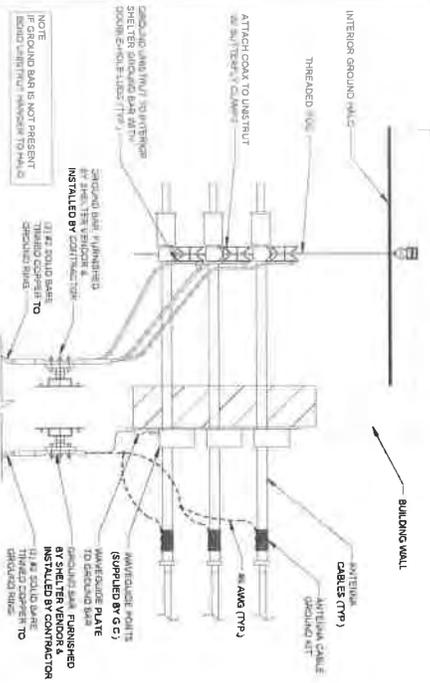
DATE: 05/11/11  
 DRAWN BY: JFC  
 CHECKED BY: JFC  
 DATE: 05/11/11  
 SCALE: AS SHOWN  
 SHEET NO: 76/200

**ANT-3**  
 ANTENNA MOUNTING DETAIL

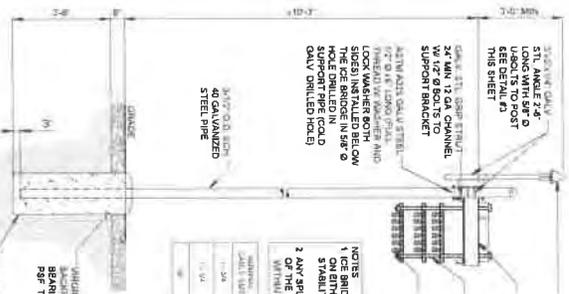
NOTE  
INSTALL EACH GRS ON THE  
CLOSEST ICE BRIDGE POSTS TO  
SHELTER (TOP AT 2 LOCATIONS).



1 TYPICAL STRAP DETAIL  
N.T.S.



4 END/CLOSURE ENTRY PANEL GROUNDING DETAIL  
N.T.S.



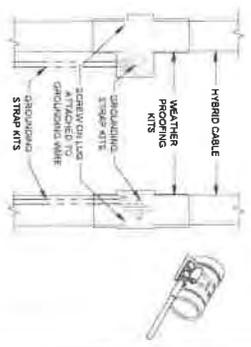
2 ICE BRIDGE DETAIL  
N.T.S.

NOTES

1. ICE BRIDGE POST SHOULD BE STAGGERED ON EITHER SIDE OF ICE BRIDGE FOR EXTRA STABILITY.
2. ANY SPACES OR CANTILEVERED SECTIONS OF THE ICE BRIDGE SHALL BE LOCATED WITHIN 20' OF A SUPPORT POINT.

ANTENNA CABLE TYPE	CABLE TYPE	CABLE OVER CABLE MANAGER TYPE NUMBER
1. 5/8"	1. 5/8"	1. 5/8"
2. 3/4"	2. 3/4"	2. 3/4"
3. 1/2"	3. 1/2"	3. 1/2"

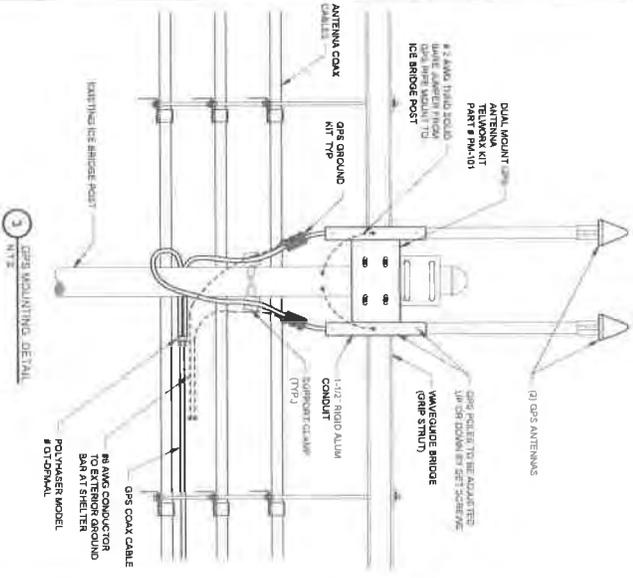
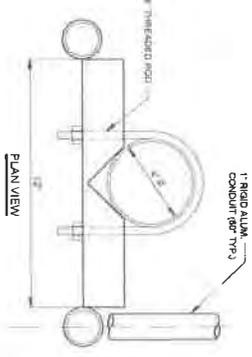
PREPARED GLOBAL POSITIONING SYSTEM (GPS) ANTENNAS SHALL BE INSTALLED ON THE SHEET TO THE STRUCTURE. ANTENNAS SHALL BE INSTALLED ON THE SHEET TO THE STRUCTURE. ANTENNAS SHALL BE INSTALLED ON THE SHEET TO THE STRUCTURE. ANTENNAS SHALL BE INSTALLED ON THE SHEET TO THE STRUCTURE.



5 COAX HYBRID GROUND KIT DETAIL  
N.T.S.

NOTES

1. DO NOT INSTALL CABLE EROUND AT A BRIDGE AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. THIS DETAIL IS TYPICAL FOR EACH COAX CABLE WHERE IT IS SPECIFIED TO BE GROUNDING.
3. CABLE TO BE GROUNDING AT ANTENNA LABEL AND PRIOR TO ENTERING SHELTER ENTRY PANEL.
4. CABLE ALSO TO BE GROUNDING TO GROUND BAR AT TOWER SIDE IF APPLICABLE.
5. USE ONLY THE PLATED GROUNDING KITS.



3 GPS MOUNTING DETAIL  
N.T.S.

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	02/01/11
2	ISSUED FOR PERMITS	02/01/11
3	ISSUED FOR PERMITS	02/01/11
4	ISSUED FOR PERMITS	02/01/11
5	ISSUED FOR PERMITS	02/01/11
6	ISSUED FOR PERMITS	02/01/11

**TERRA**  
600 DUREE HIGHWAY  
PARK RIDGE, IL 60069  
PH: 647.881.6400  
FAX: 647.881.6401

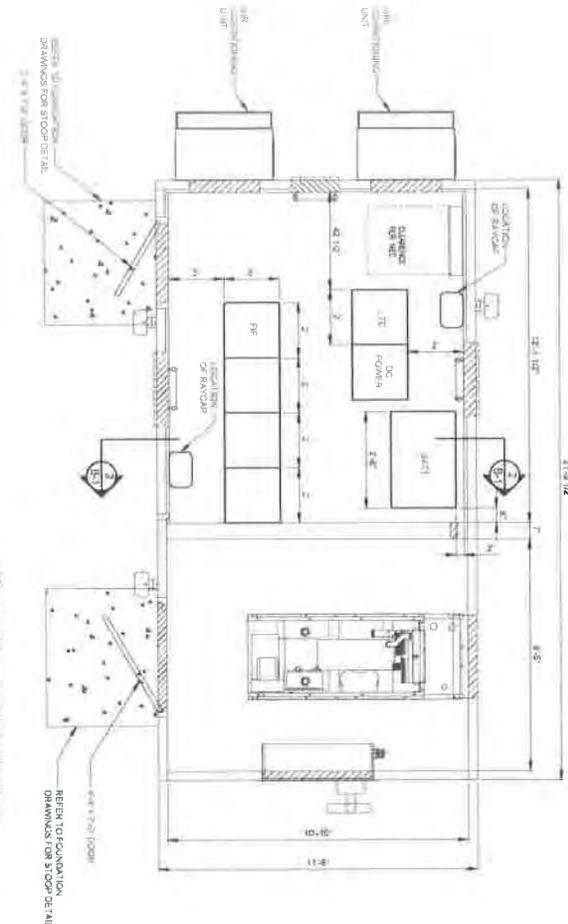
**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS

LOC. 278659  
SBA #146494-A  
N. TINLEY

6840 W. 187TH ST  
TINLEY PARK IL 60477

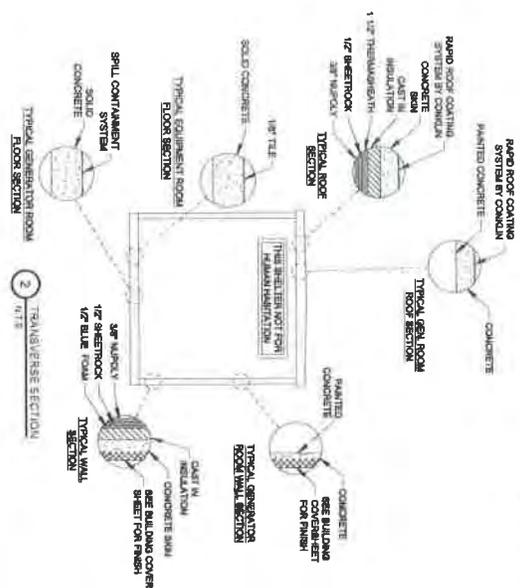
DRAWN BY: JLC  
CHECKED BY: JLC  
DATE: 08/05/11  
SCALE: 7/32\"/>

**ANT-4**



NOTE: GENERAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EXTERIOR ATTACHMENTS FOR GENERATOR HOODS (FILTER, VENT, FILL, ETC.)

1 FLOOR PLAN-EQUIPMENT ENCLOSURE  
SCALE: 1/2" = 1'-0"



2 TRANSVERSE SECTION  
SCALE: 1/2" = 1'-0"

VENTILATION NOTES:

1. THE GENERATOR ROOM SHALL BE EQUIPPED WITH A MOUNTED SELF-CONTAINED ENERGY EFFICIENT COOLING SYSTEM MODEL # WARGO-ABEX2X1 5 TON COOLING SYSTEM, 20 AMP, SINGLE PHASE, 5700 BTU/H COOLING CAPACITY, 12.5 GPM, 57 GPM, 200 GPM WITH FILTER.

2. ELECTRIC HEAT IS PROVIDED BY 5 KW, 120V, 240V, 240VOLT SINGLE PHASE HEAT STRIP WITHIN BARD UNIT LISTED ABOVE.

VENTILATION SCHEDULE

ROOM NUMBER	AREA	VENTILATION		REMARKS
		NATURAL	MECHANICAL	
123 21 S.F.	0 CFM	0 CFM	2800 CFM	SEE NOTE 1

- NOTES:
- EQUIPMENT ENCLOSURE IS PRE MANUFACTURED. THIS SHEET IS PROVIDED AS INFORMATION ONLY. ALL DIMENSIONS SHOWN ON THIS SHEET SHALL BE VERIFIED BY THE GENERAL CONTRACTOR.
  - 602 BOARD INSULATION IS LISTED TO HAVE A FLAME SPREAD OF 25 OR LESS AND A SMOKE DEVELOPMENT INDEX OF 100 OR LESS. THE SHEET IS PROVIDED AS INFORMATION ONLY. ALL DIMENSIONS SHOWN ON THIS SHEET SHALL BE VERIFIED BY THE GENERAL CONTRACTOR.
  - THIS ENCLOSURE IS CLASSIFIED AS USE GROUP S-2, TYPE SB CONSTRUCTION, AND IS IN COMPLIANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 704. THE SHEET IS PROVIDED AS INFORMATION ONLY. ALL DIMENSIONS SHOWN ON THIS SHEET SHALL BE VERIFIED BY THE GENERAL CONTRACTOR.
  - FLOOR DECK LOAD = 35 PSF  
DECK LOAD = 150 PSF  
FLOOR DECK LOAD = 45 PSF  
SEISMIC EXPOSURE GROUP = III
  - E = 5000 PSI @ 28 DAYS (EQUIPMENT ENCLOSURE)
  - ENCLOSURE AND ASSOCIATED EQUIPMENT IS PROVIDED BY OWNER UNDER SEPARATE CONTRACT FOR REFERENCE ONLY. THIS IS INFORMATIONAL AND NOT A REQUIREMENT FOR THIS PROJECT. ALL DIMENSIONS SHOWN ON THIS SHEET SHALL BE VERIFIED BY THE GENERAL CONTRACTOR.
  - BEFORE PROCEEDING WITH THE INSTALLATION, THE GENERAL CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.
  - BEFORE PROCEEDING WITH THE INSTALLATION, THE GENERAL CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

LOC. 278659  
SBA #146494-A  
N. TINLEY

6640 W. 187TH ST  
TINLEY PARK, IL 60477

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUE FOR PERMITS	05/09/11	MM
2	ISSUE FOR COMMENTS	05/09/11	MM
3	ISSUE FOR COMMENTS	05/09/11	MM
4	ISSUE FOR COMMENTS	05/09/11	MM
5	ISSUE FOR COMMENTS	05/09/11	MM

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**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS







1 NOT USED  
N.T.S.

2 TELEPHONE SERVICE ENTRANCE  
N.T.S.

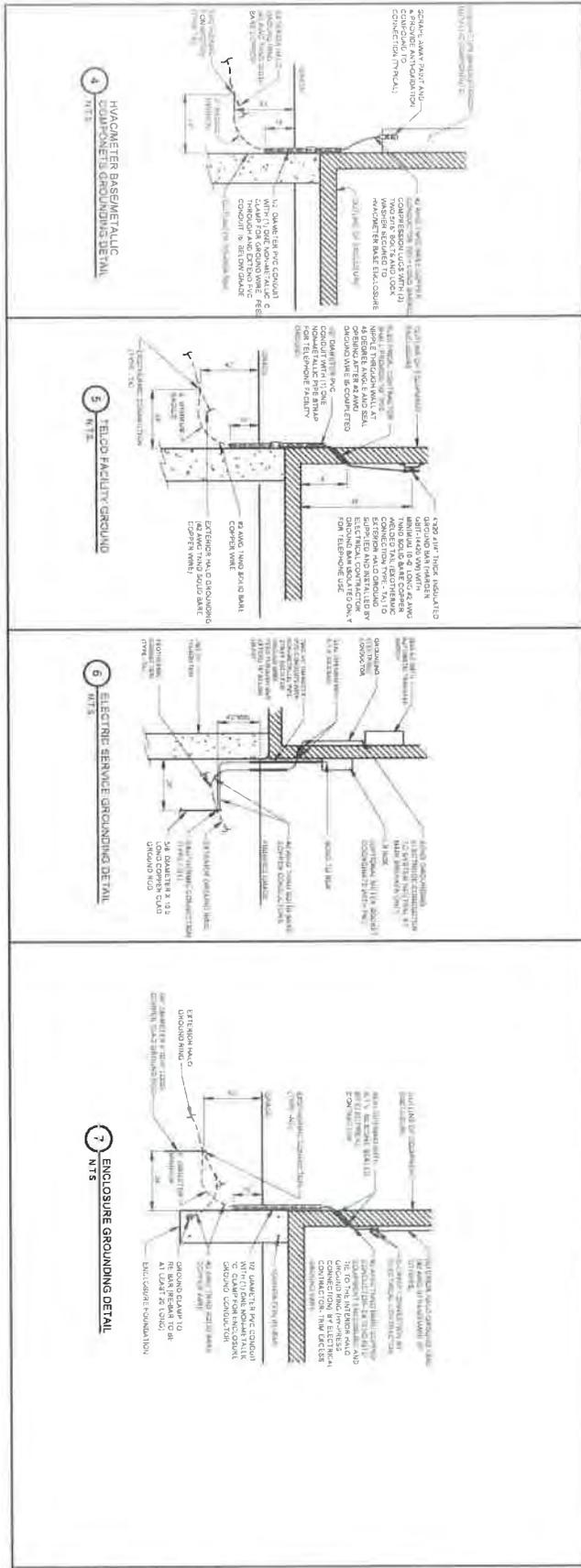
3 UNDERGROUND ELEC. SERVICE DETAIL  
N.T.S.

4 HVAC/TELE BASE/METALLIC COMPONENTS GROUNDING DETAIL  
N.T.S.

5 TELECOM FACILITY GROUNDING  
N.T.S.

6 ELECTRIC SERVICE GROUNDING DETAIL  
N.T.S.

7 ENCLOSURE GROUNDING DETAIL  
N.T.S.



NO.	DESCRIPTION	DATE	BY
1	UPDATE PER PERM CORRECTIONS	02/20/11	JK
2	UPDATE PER COMMENTS	02/20/11	JK
3	REVISED COAX ROUTE	02/20/11	JK
4	UPDATE PER PERM CORRECTIONS	02/20/11	JK
5	UPDATE PER COMMENTS	02/20/11	JK
6	UPDATE PER COMMENTS	02/20/11	JK
7	UPDATE PER COMMENTS	02/20/11	JK

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**CHICAGO SMSA**  
 limited partnership  
 a/b/c VERIZON WIRELESS

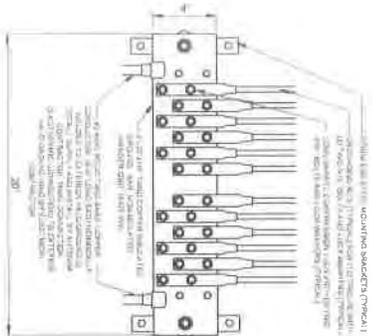
LOC: 278659  
 SBA #146494-A  
 N. TINLEY  
 6640 W. 187TH ST  
 TINLEY PARK, IL 60477

REVISIONS

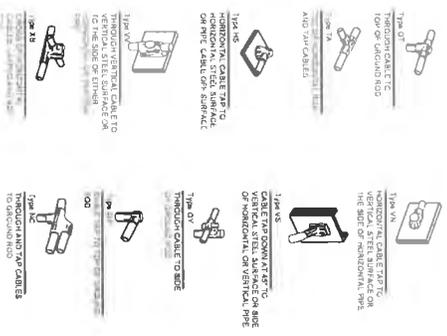
PROJECT NO: 132  
 DATE: 08/25/10  
 SHEET NO: 7-2/3

SHEET TITLE  
 ELECTRICAL AND GROUNDING DETAILS

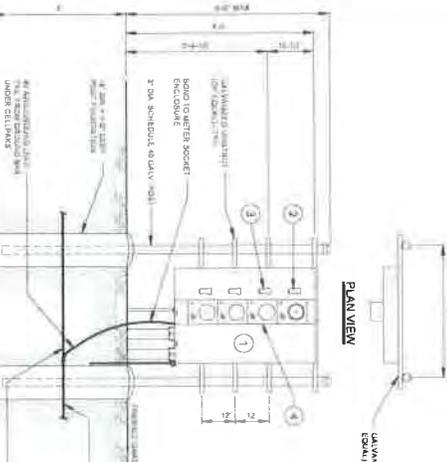
SHEET NUMBER  
**E-3**



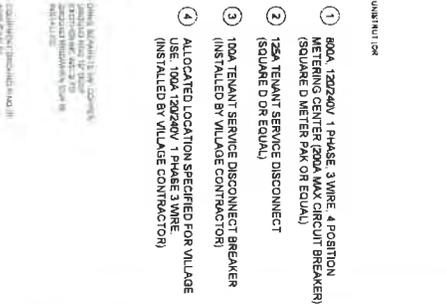
1 EXTERIOR GROUND BAR DETAIL  
N.T.S.



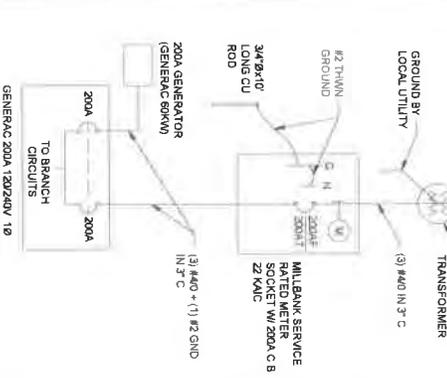
2 GROUND LUG METALLIZATION DETAIL  
N.T.S.



3 EQUIPMENT ENCLOSURE GROUNDING  
N.T.S.



4 EQUIPMENT ENCLOSURE GROUNDING  
N.T.S.



5 FRAME WITH METER/TENION BOXES  
N.T.S.



6 SINGLE LINE DIAGRAM  
N.T.S.

- NOTES
1. ALL SURFACES WITHIN ENCLLOSURE SHALL BE WELD METALLIZED TO THE GROUND BAR.
  2. FOR GROUND ROD TO STEEL ONLY, INSERT A DIAGONAL TOOTH WASHER BETWEEN ROD AND STEEL. COAT ALL SURFACES WITH KOPR-SHIELD.
  3. GROUND BAR, INSTALL BOLT HEAD TOWARD WALL.
  4. ENCLOSURES, INSTALL BOLT HEAD ON OUTSIDE OF ENCLOSURE.

- EQUIPMENT ENCLOSURE
1. GENERATOR WAFER
  2. #2 AWG THIN GALV. STEEL COPPER CONDUCTOR TO GROUND BAR
  3. #2 AWG THIN GALV. STEEL COPPER CONDUCTOR TO GROUND BAR
  4. #2 AWG THIN GALV. STEEL COPPER CONDUCTOR TO GROUND BAR

- EQUIPMENT ENCLOSURE GROUNDING
1. #2 AWG THIN GALV. STEEL COPPER CONDUCTOR TO GROUND BAR
  2. #2 AWG THIN GALV. STEEL COPPER CONDUCTOR TO GROUND BAR
  3. #2 AWG THIN GALV. STEEL COPPER CONDUCTOR TO GROUND BAR
  4. #2 AWG THIN GALV. STEEL COPPER CONDUCTOR TO GROUND BAR

NO.	DATE	DESCRIPTION
1	08/20/14	FOR PERMITS CONNECTIONS
2	09/01/14	FOR PERMITS CONNECTIONS
3	09/01/14	FOR PERMITS CONNECTIONS
4	09/01/14	FOR PERMITS CONNECTIONS
5	09/01/14	FOR PERMITS CONNECTIONS
6	09/01/14	FOR PERMITS CONNECTIONS

**TERRA**  
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PH: 847-636-6600  
FAX: 847-636-6861

**CHICAGO SMSA**  
limited partnership  
d/b/a VERIZON WIRELESS

LOC: 278659  
SBA #1146494-A  
N. TINLEY  
6640 W. 187TH ST  
TINLEY PARK, IL 60477

DESIGNED BY: 91E  
DRAWN BY: 142  
DATE: 09/01/14  
PROJECT #: 76209

**E-4**

ELECTRICAL AND GROUNDING DETAILS





PLANT LIST

NO.	SYMBOL	COMMON NAME	SIZE	QTY
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

GENERAL CONSTRUCTION NOTES

1. REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
2. BEFORE ANY EXCAVATION ON THE SITE CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ANY BORED CONDITIONS OR OTHER STRUCTURES DAMAGED DURING THE INSTALLATION OF THIS WORK.
3. ALL REQUIRED LANDSCAPE MATERIAL INDICATED ON THE APPROVED PLANS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD THEY BE DAMAGED.
4. ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT AND SHALL BE REPLACED SHOULD THEY BE DAMAGED.
5. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
6. CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING OR SHOOTING OF TREES DURING PAVING, CONCRETE POURING, BRACING OR SHIMMING OF BARK OR BRACING OF TRUNKS. PROTECT EXISTING TREES FROM DAMAGE CAUSED BY EXCAVATION, DRILLING OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
7. THE CONTRACTOR SHALL USE THE PREPARED QUANTITY WORK IF BEING DONE. CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND OTHER REMOVED FROM THE SITE SHALL BE DEPOSITED OF LEGALLY.
8. ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.



**K.M. Tully DESIGN**  
 Waukegan, Illinois  
 847.512.5154  
 Landscape Architecture

SHEET TITLE  
**LANDSCAPE PLAN**

SHEET NUMBER  
**L-1**

LOC. 278659  
 SBA #146494-A  
 N. TINLEY

6840 W. 187TH ST  
 TINLEY PARK, IL 60477

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	02/20/14	J.M.
2	ISSUED FOR PERMITS	02/20/14	J.M.
3	REVISED COLOR ROUTE	03/03/14	J.M.
4	IMPORTED HAZARDOUS MATERIAL ROUTE	03/03/14	J.M.
5	REVISED PERMITS	05/05/14	J.M.
6	REVISIONS	06/17/14	J.M.

880 DUNDEE HIGHWAY  
 PARK RIDGE, IL 60068  
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**CHICAGO SMSA**  
 limited partnership  
 with VERIZON WIRELESS





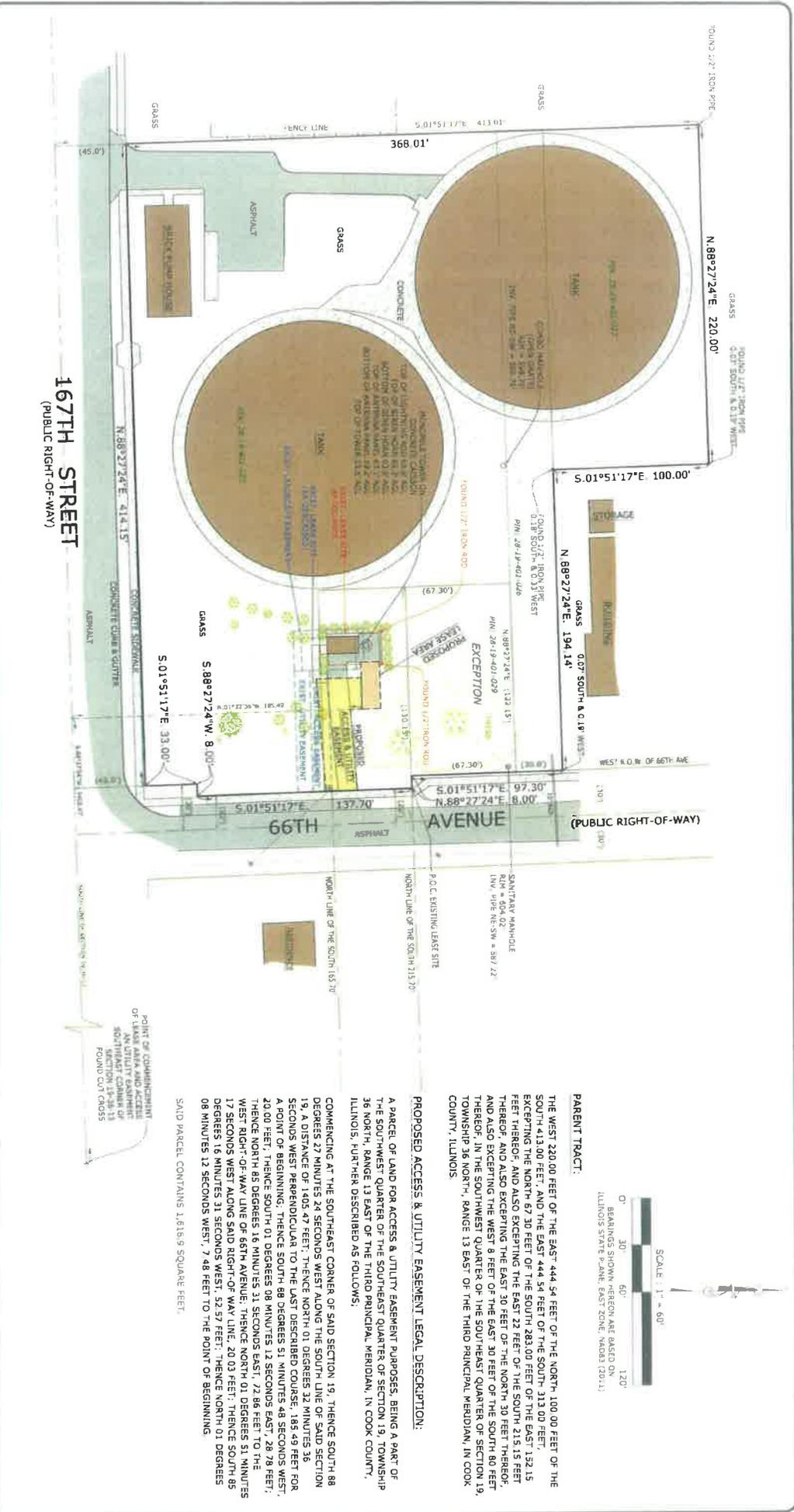
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NO.	DATE	REVISION
1	2/21/2014	FIELD SURVEY COMPLETED
2	9/20/2014	FINAL SURVEY COMPLETED
3	11/29/2014	REVISED LEASE AREA & EASEMENT PER CLIENT

DRAWN BY: PSM  
 CHECKED BY: GSN  
 PROJECT NO: 720289A  
 L-2



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## Daily Southtown

16640 66th Avenue  
8/02/2015

### Certificate of Publication

The **Daily Southtown** is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of **Tinley Park**, county of **Cook County**, State of Illinois, is of general circulation throughout that county and surrounding areas, and is a newspaper as defined by 715 ILCS 5/5.

This notice, a copy of which is attached, was published **One** times in **Daily Southtown**, namely one time per week for One successive weeks.

The first publication of the notice was made in the newspaper, dated and published on **8/02/2015** and the last publication was **8/02/2015**

The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, Daily Southtown has signed this certificate by its registered agent.

Daily Southtown  
By:



Registered Agent

### Legal Text

LEGAL NOTICE NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that the Plan Commission of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a Public Hearing beginning at the hour of 7:30 P.M., on Thursday, August 20, 2015 at the Village Hall in the Council Chambers, 16250 S. Oak Park Avenue, Tinley Park, Illinois. The purpose of the Public Hearing is to consider whether to recommend to the Village Board the granting of a Special Use Permit to extend an existing monopole beyond one hundred (100) feet in height in the R-1, Single Family Residential Zoning District. The existing monopole personal wireless tower located at 16640 66th Avenue is proposed to be extended from an elevation of 60' to 104'. LEGAL DESCRIPTION: The west 220.00 feet of the east 444.54 feet of the north 100.00 feet of the south 413.00 feet, and the east 444.54 feet of the south 313.00 feet, excepting the north 67.30 feet of the south 283.00 feet of the east 152.15 feet thereof, and also excepting the east 22 feet of

the south 215 15 feet thereof, and also excepting the east 30 feet of the north 30 feet thereof, and also excepting the west 8 feet of the east 30 feet of the south 80 feet thereof, in the southwest quarter of the southeast quarter of section 19, township 36 north, range 13 east of the third principal meridian, in Cook County, Illinois. P.I.N. #: 28-19-401-025-0000 PROPERTY ADDRESS: 16640 66th Avenue PETITIONER: Jim Auld, on behalf of Verizon Wireless Personal Communications, LP and the Village of Tinley Park The proposed Special Use Permit may be added to, revised, or eliminated as a result of the Public Hearing. All persons interested may appear at the Public Hearing and will be given an opportunity to be heard on the proposed Special Use. The Public Hearing may be continued from time to time without further notice, except as otherwise required under the Illinois open Meetings Act. By order of the Plan Commission, Village of Tinley Park, Cook and Will Counties, Illinois RITA WALKER, CHAIR, PLAN COMMISSION



## PLAN COMMISSION STAFF REPORT

AUGUST 20, 2015

### CELLULAR TOWER, VERIZON- 16640 S. 66<sup>TH</sup> STREET CO-APPLICANT- VILLAGE OF TINLEY PARK

#### Applicant

Jim Auld, on behalf of  
Verizon Wireless  
Personal  
Communications, LC.

Village of Tinley Park

#### Property Location

16640 66<sup>th</sup> Street.

#### Parcel Size

3 acres ±

#### Zoning

R-1, Single-Family  
Residential

#### Approval Sought

Site Plan &  
Special Use

#### Requested Action

Assign two Commissioners  
to meet with the Applicant  
in a Work Session.

#### Project Planner

Paula J. Wallrich, AICP  
Deputy Planning Director

#### REVISIONS ARE NOTED IN RED EXECUTIVE SUMMARY

Verizon has requested to co-locate their antennas on the existing 60' monopole cellular tower owned by SBA. The tower is located at 16640 S. 66<sup>th</sup> Street, on approximately 3 acres of property owned by the Village of Tinley Park. In addition to the 12 antennas requested by Verizon, the Village will also locate antenna for public safety purposes and for use by the SCADA system (Supervisory Control and Data Acquisition software system for real time data on the Village's water utility system). The Village is a co-applicant with Verizon.



The co-location of these antennas will require an extension of the existing tower to an overall height of 104'. The Verizon towers will be located at an elevation of 85' A.G.L., the Village's antenna will be located at 95' A.G.L. and the lightning rod will extend to the full height of the antenna at 104'. The maximum height for cellular towers is 100' unless specifically approved by grant of a Special Use Permit. The Village's consultant Max Machuta, MSC Municipal Services, has analyzed the coverage maps provided by Verizon and has determined that their requested antenna location would "ensure maximum coverage in a confined area" for Verizon users. The area targeted has a high residential population with limited coverage from Verizon's system for vehicle and in-house residential services.

Mr. Machuta's analysis for the SCADA antenna's reported that the Village has been investigating this area for antenna installation for over three years and that currently the Village's SCADA system is unreliable and expensive using the telephone landline network. He states that the installation of SCADA antenna at this location will fulfill the needs of the Village and improve the connections for the SCADA system at a cost savings to the Village.

As part of the proposed improvements a 250 SF equipment shelter will be constructed, the 6' PVC fence will be extended to completely enclose the new and the existing shelter, and additional landscaping will be provided to mitigate the impact of the proposed improvements.

Due to some administrative errors at SBA, the monopole extension was installed prior to any approvals and without a permit. There are no antennas erected, therefore the tower is not operational. Only the pole infrastructure is in place. It reflects the height of the proposed tower extension, absent the antennas.

## PLAN COMMISSIONER'S WORKSHOP

Commissioner's Reidy and Mahoney were assigned to review open items for this project. Due to scheduling conflicts Commissioner Mahoney emailed his concerns to Staff for discussion at the meeting. Mr. Mahoney expressed concern regarding the ice bridge and requested information defending the proposal as the only construction alternative. He also expressed concern for the project starting without a permit. Mr. Mahoney requested a Verizon representative attend the public hearing to testify that this is a proven location necessary to improve their service. Jim Auld, representative for SBA, was present at the meeting. The following issues were discussed:

1. Painting of the eaves- what color? Mr. Auld responded that the eaves have already been painted. He provided a photograph indicating that have been painted beige (which is the color recommended by Commissioner Reidy.)
2. Limits of the asphalt needs to be indicate on plan. Applicant agreed to extend limits of asphalt to fence line so that everything inside the fence is paved.
3. Replace fence with landscaping on the south side of the Sprint shelter. Applicant stated that due to the various access and utility easements on the property that it will be difficult to extend the fence along the south side of Sprint shelter. He further stated that it may compromise access to the shelter. The Applicant requested extending 8-10' tall Arborvitae along the entire south side of the Sprint shelter. Commissioner Reidy supported this proposal and a revised landscape plan will be submitted.
4. Building material for the shelter. Previous cell tower installations have provide brick faced equipment shelters. The Applicant is requesting a pebble aggregate finish consistent with the existing shelter on site (Sprint) that would be non-combustible and meet Building and Fire Department requirements/recommendations. It was noted that the Village Ordinance states that the shelter should be architecturally compatible with the surrounding buildings. Commissioner Reidy was comfortable with the aggregate exterior noting that it was consistent with the existing shelter on site and would be screened by a 6' fence and 8-10' evergreen landscaping.
5. Ensure wall mounted light is not seen from outside of the fence. Staff had noted the request to mount the light at an elevation less than the height of the fence (6') so that it would not be seen from outside the fence area. Mr. Auld noted that the shelters are prefabricated with the lights already mounted at 9'±. He noted that the light has a shield so that light only shines in a downward direction. Commissioner Reidy noted that the landscaping provides additional screening and would most likely not be seen from the roadway.
6. Ice bridge. Staff noted that previous cell tower installations have been required to bury cable connections between the shelter and tower rather than use an ice bridge. Mr. Auld proposed a modified ice bridge that would extend from the shelter 30" then run along the ground to the tower where it is raised to another partial ice bridge 30" in length. He noted that the cable running along the ground would also have an 'ice bridge' albeit only 6" off the ground. He noted that the cable and ice bridge that run along the ground encumber the utility of the space around the base of the tower and may become problematic in accessing the Village's equipment area. Staff discussed the aesthetics of the bridge and the desire to screen it from public view. It was noted that the Sprint facility used an ice bridge as well as the Village when they install their equipment. Staff stated that both the Sprint and the Village's ice bridges would be shorter than the one Verizon would need. There was considerable discussion regarding the ability to screen the ice bridge and it was decided that the partial ice bridge, as proposed by Verizon, would meet the intent of prior approvals,

yet recognize the unique situation of the subject site that already has an ice bridge and has the ability to screen the two 30' sections of the proposed modified ice bridge with the existing and proposed shelters, fence and landscaping.

7. Arborvitae plantings close in height to existing evergreen screen. The Applicant agreed to install 10' Arborvitae if possible, but no less than 8' in height.

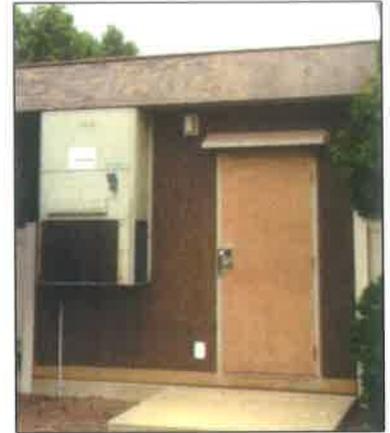
**SUMMARY OF OPEN ITEMS**

OPEN ITEM	SUGGESTED RESOLUTION
1. The Applicant has agreed to paint the eaves however has not specified a color.	The eaves have been painted beige.
2. The proposed plans do not indicate the limits of asphalt.	Plans will be revised to indicate all areas within the fence will be paved.
3. Staff questions whether a gate or sidewalk is needed on the south side of the proposed fence surrounding the Sprint facility.	Applicant will revise the landscape plan to indicate a solid evergreen fence along the south side of the Sprint shelter.
4. Conflicting information has been provided regarding the exterior of the proposed equipment shelter	Applicant will match existing shelter with a pebble aggregate non-combustible finish
5. Provide Photometrics or install the wall mounted light at a height lower than the adjacent fence.	Prefabricated shelter includes light already mounted at 9'
6. The Applicant has requested the use of an ice bridge.	Applicant will provide a modified ice bridge as proposed in current plans
7. Arborvitae plantings should be installed at 8' to match existing evergreen screen. Additional Arborvitae required along the south edge of the Sprint shelter and the southeast corner of the proposed Verizon shelter to complete the screen.	Applicant will revise landscape plan.
8. Shelter is required to be non-combustible construction.	Shelter will have a non-combustible aggregate finish
9. Outstanding Public Works and Engineering items must be addressed prior to issuance of a building permit.	Staff recommends making this a condition of the special use.

**EXISTING SITE**



The subject property is located at the northwest corner of 66<sup>th</sup> Avenue and 167<sup>th</sup> Street; it is owned by the Village and is occupied by two water tanks, a pump station, an existing 60' cellular tower, and equipment shed owned by Sprint Wireless. A 6' vinyl fence encloses the majority of the tower and equipment shed with evergreen plant material provided as a screen immediately adjacent to the fence. Additional landscaping has been planted on the site as depicted in the aerial; however some plant material no longer exists as shown with the red 'X'. The existing Sprint equipment shed (13' x 20') has a flat roof with an exposed aggregate exterior. The eaves of the shed are in need of painting. Sheet C-1 of the proposed plans indicates they will be painted; color unspecified.



The facility is accessed by a 13' wide asphalt drive from 66<sup>th</sup> Avenue. A concrete walk connects the south entrance of the Sprint equipment shed with the access drive.

***Open Item #1: The Applicant has agreed to paint the eaves however has not specified a color. The eaves have been painted beige.***

## ZONING & NEARBY LAND USES

The subject property is zoned R-1. The property is a corner lot with front yards on both 66<sup>th</sup> Avenue and 167<sup>th</sup> Street; the front yard setback is 40 feet. The proposed improvements meet the front yard setback requirements.

The property is bounded by Sandidge Elementary School property to the north; the school is currently vacant however there is a storage garage that is occupied at the south end of the school property. Single family detached residential property is located to the east and south, multi-family to the northwest and commercial office immediately to the west.



Per Section III.V.1. of the Village Zoning Ordinance, the preferred location for personal wireless service facilities is on an existing freestanding tower on Village owned property; therefore the proposed improvements meet the location preferences established in the Ordinance.

The Village ordinance establishes a maximum height for a freestanding tower of 100'. If the proposed height exceeds 100', a Special Use is required. Applications for Special Use approval of a personal wireless facility must demonstrate that the facility does not exceed the minimum height required to function satisfactorily. Per Section III.V.2. "Under any circumstances, personal wireless facilities shall not exceed the maximum height of one hundred (100) feet unless the Applicant can demonstrate that the elevation of the tower antenna(s) is the minimum height require to function satisfactorily." The Applicant has provided information supporting the requested height of the extended tower which is discussed in greater detail in the following section. In addition, the Village's consultant, Max Machuta of Municipal Services, has provided an analysis the Applicant's data, also discussed below..

The Applicant's Findings of Fact is attached for the Commission's review. Staff will also provide findings in accordance with the Special Use Standards Section X, J. 5. a-g. established in the Zoning Ordinance in the next Staff report.

## STATEMENT OF PURPOSE AND PROOF OF NEED

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Verizon has approached the Village in an effort to address coverage deficiencies in the vicinity of 167<sup>th</sup> Street. Due to a high consumer demand for continued and improved wireless service, Verizon has investigated opportunities to expand their network in Tinley Park. Increased demands for wireless voice and data services dictated the need to provide capacity relief of existing sites in the area. The collocation of the Verizon equipment on the SBA tower will improve both 'in building' and 'in vehicle' coverage for the area. Verizon provided the attached 'Propagation Map Analyses' that graphically demonstrates the need for the SBA site.

The first map "With-out Proposed N Tinley Site", shows current coverage. The color coding is on a progressive scale going from *Un-Reliable* coverage (white), to *Marginal* (red) to *Reliable On-Street* (yellow), *Un-Reliable In-Vehicle* (light green), to *Reliable In-Vehicle* (dark green) to *Un-Reliable In-Residence* (light blue) and then *Reliable In-Residence* (dark blue) coverage. Areas of dark blue that indicate *Reliable In-Residence* coverage also imply reliable in-vehicle and on-street coverage.

The propagation map indicates that current coverage without the proposed site is mostly light green indicating *Un-Reliable In-Vehicle* coverage. The goal for Verizon is to provide the area with most dark blue *Reliable In-Residence* coverage as possible. The second propagation map "With N Proposed Tinley Site", indicates an improved coverage converting a significant amount of the service area to dark blue *Reliable In-Residence* coverage.

Verizon's proposal includes a 25 foot tower extension to allow for the placement of their antennas at the 85 foot level. They have stated that collocating at a height of 85 provides for a larger area of desired increased *Reliable In-Residence* and *Reliable In-Vehicle* coverage in the area. Without the extension, the next elevation available for Verizon's antennas on the SBA tower would be at a lower elevation, at the 50 feet level. The last map compares coverage between the two elevation levels, with the 85' elevation indicating greater coverage which meet their needs to provide capacity offload to surrounding sites.

The Village's Technology Consultant, Max Macuta, has reviewed the pre and post simulation exhibits and has verified Verizon's need for locating antennas at 95' A.G.L. to ensure maximum coverage in a confined area. (Report is attached) Mr. Machuta has stated that the area targeted by Verizon has a high residential population with limited coverage from Verizon's system to vehicle and in-house residential services. As part of Machuta's analysis he compared the coverage studies with those issued by AT&T in September of 2014 and found them to be comparable with similar coverage indications.

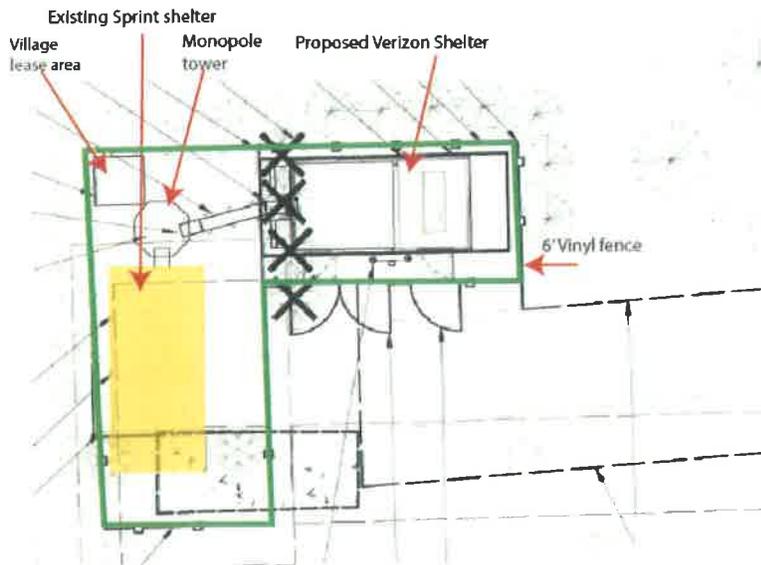
The request to extend the tower to 95' where Verizon would place the antenna RAD centers at 85' which Machuta states is essential to ensure maximum coverage in a confined area. The total structure height with all appurtenances would be 104' to include a lightning rod suitable to protect the structure and surrounding objects. The increased height allows SBA to maximize on future growth and prevent another tower from being built in close proximity.

Due to unreliable and expensive SCADA monitoring over telephone networks the Village has studied the 167<sup>th</sup> area in an effort to install a tower for their SCADA system. In 2014 the Village investigated the possibility of locating on the 60' SBA tower but found that the current height of 60' was inadequate for the SCADA system needs. In February of 2015, the Village was approached by SBA to increase the current structure height of the monopole located at 16640 66<sup>th</sup> Street from 60' to 95'. Upon receiving this information the Village approached SBA to potentially collocate on the structure with the increased height. The proposed height of 95' is adequate for the Village's needs as long as the Village is granted permission to place their antennas above all other equipment located on the tower, (except the lightning rod). The coverage analysis performed by the Village for SCADA and microwave implementation indicates a

minimum height requirement of 94'; therefore the Village has proposed to install a 10' long antenna on the same tower as Verizon at an elevation of 95', with a lighting rod above that resulting in an overall height of 104'.

In a phone conversation with Village Utility Staff it was stated that the new antenna will allow for improved communication with the master radio site at the Village's Edgewater walk lift station and Central Avenue Meter vault which would allow for the elimination of two leased phone lines. The high-speed microwave radio antenna will connect to the Post 2 Village pump station eliminating another phone line for an estimated total savings to the Village of approximately \$5,800.00 annually. In addition to the savings there will be increased reliability and redundancy of the Village's SCADA system.

## GENERAL SITE PLAN REVIEW



The proposed plans indicate the construction of a 11'6" x 21'9" equipment shelter to be located northeast of the existing Sprint shelter. Access is taken on

the south side of the shelter to the asphalt access drive from 66<sup>th</sup> Avenue. The shelter will be completely enclosed by a 6' vinyl fence that will match the design and color of the existing fence. Two gates are provided along the side of the fence. Landscaping is also provided along the exterior of the fence. A concrete foundation will be poured for the new equipment shelter and the remaining lease area will be paved with asphalt to match existing asphalt grades. The proposed plans do not indicate the limits of the asphalt; Staff recommends all areas within the fence enclosure be paved.

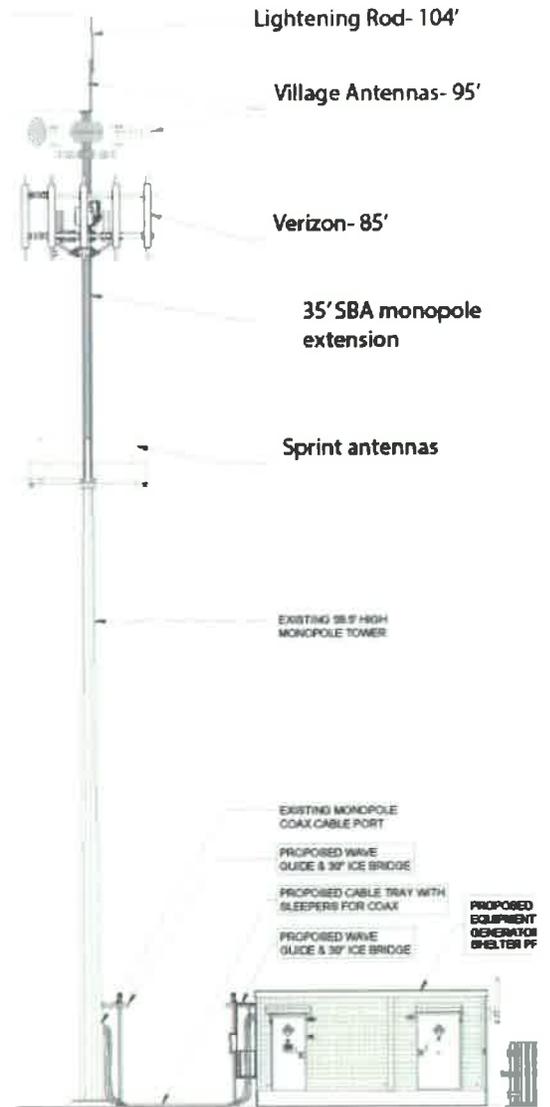
***Open Item #2: The proposed plans do not indicate the limits of asphalt. Applicant will revise plans to indicate all area inside fence will be paved.***

The Village of Tinley will be utilizing a 6' x 6' concrete pad located in the northwest corner of the enclosed area to place their equipment cabinet. The cabinet is less in size than 3' x 5' and will therefore be screened by the 6' fence.

**MONOPOLE**

The Applicant is proposing to provide an extension to the existing monopole to provide co-location for 12 sprint antennas at an elevation of 85' A.G.L. The antennas will be mounted on a triangular array with four (4) antennas mounted on each side of the triangle. The Village of Tinley is proposing to mount their SCADA and Public Safety antennas on a 10' monopole extension at an elevation of 95' A.G.L. A lightening rod will be erecting at the top of the monopole at an elevation of 104' A.G.L.

With the 104' extension the fall zone for the antenna is still primarily within the Village property with an exception of a small area on the public sidewalk on the east side of the property.



The closest residential structure is 180' to the east; the residential structures to the south are 270', the school garage is 130'. The water tanks are the closest structure and they fall within the 104' fall zone at approximately 60' from the tower.

**SCREENING**

The existing fence does not completely enclose the south side of the Sprint equipment shed; the entrance to the shed is visible from 167<sup>th</sup> Street. Per Staff's recommendation the Applicant will extend the fence to completely enclose the Sprint equipment shelter thus improving the view from 167<sup>th</sup> Street. The Verizon equipment shelter will also be completely enclosed by a matching 6' vinyl fence.



Staff has questioned whether an additional gate or sidewalk will need to be provided to the south side of the Sprint equipment shed. If this is required the plans will need to be amended to illustrate these improvements.

**Open Item #3:** Staff questions whether a gate or sidewalk is needed on the south side of the proposed fence surrounding the Sprint facility. Applicant will provide solid evergreen landscaping along the south side of the Sprint facility.

**ARCHITECTURE**

The Applicant has proposed an 11'6" x 21'9" equipment shelter to be located northeast of the existing Sprint Shelter on a 20' x 13' ground lease area. It is proposed with a flat roof consistent with the roof on the Sprint shelter. Conflicting information has been provided by the Applicant regarding the proposed equipment shelter. The plans indicate the shelter will be faced with brick (Sheets C-1, C-2, B-2 and Ant-1), however correspondence with the SBA representative indicates a pebble aggregate finish as indicated in the submitted photo. The shelter is approximately 11.5' in height, therefore a portion will be visible above the fence (landscaping may exceed that height eventually). The existing Sprint shelter has an aggregate finish; recent cell tower equipment shelter approvals provided brick exteriors.



**Open Item #4:** Conflicting information has been provided regarding the exterior of the proposed equipment shelter. Applicant will provide an aggregate exterior finish consistent with existing facility.

**LIGHTING**

There are three (3) wall mount lights proposed on the shelter. Two (2) are on the south façade and one (1) on the north façade. Neither of these facades directly face residential property. The light is designed to shed light in a downward direction and is operated by a photocell. No photometrics have been provided, however the fence will provide some screening of the light fixture. The light is proposed to be mounted at a height of approximately 9' from the ground elevation. Staff recommends the light fixture be mounted on the structure at a height of 6' or less. PICTURE



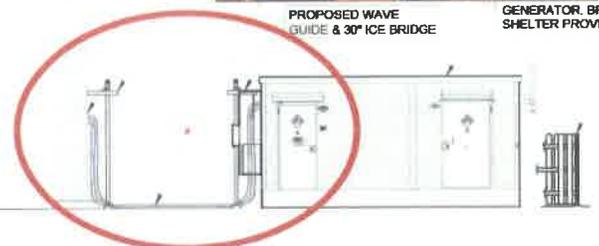
**Open Item #5:** Provide Photometrics or install the wall mounted light at an height lower than the adjacent fence. Wall mounted light will be installed at a height of approximately 9' on the prefabricated shelter.

Large coax cables provide the connection between the tower and the equipment shed. A common practice to convey those cables is via an ice bridge that spans the space between the tower and the shelter. The ice bridge protects the cable as it exits the shelter and extends to the tower. These bridges are typically the height of the shelter, or in this case at approximately 11' above grade.



In previous wireless facility reviews the Commission has requested the cables be buried so they are not visible from public view. Staff expressed this concern to the Applicant and in response they provided a partial bridge which extends 30" from the shelter and then traverses on

DISTANCE TO TOP OF EXISTING MONO

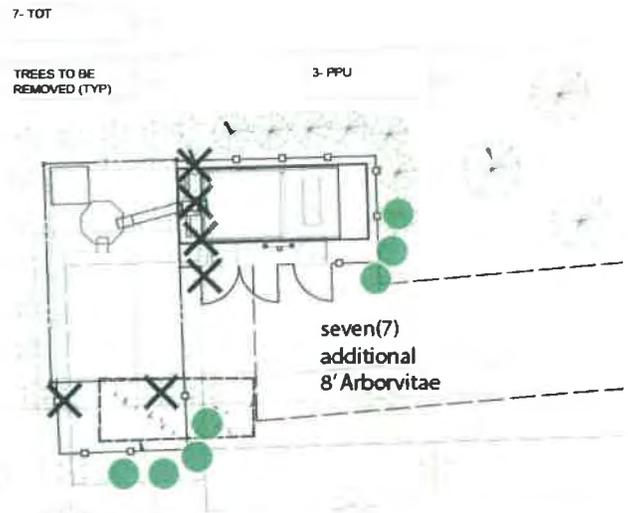


the ground to the tower where it is raised to a partial ice bridge again 30" in length. The existing Sprint facility has an ice bridge however their shelter is closer to the tower and therefore the bridge is only a few feet long. An ice bridge, if approved, would be screened by the proposed shelter from 66<sup>th</sup> Avenue, and partially screened from 167<sup>th</sup> Street by the existing shelter, fence and landscaping. The Applicant has requested the Commission consider the use of an ice bridge in this location.

***Open Item #6: The Applicant has requested the use of an ice bridge. Applicant will provide a modified ice bridge as illustrated above.***

## LANDSCAPING

The Applicant has also proposed extending the existing evergreen screen around the fence. The existing Arborvitae are approximately 8'-10' in height. The Landscape Plan indicates planting 6' Arborvitae; Staff recommends increasing installation height to 8'. In addition, due to the expansion of the fence around the Sprint equipment shelter, two (2) of the Arborvitae will be enclosed inside of the fence and are scheduled to be removed. Staff is recommending the evergreen screen continue along the outside of the fence on the south side of the Sprint facility (green circles on diagram). In addition, three (3) additional Arborvitae will need to be planted at the southeast corner of the proposed shelter to complete the screening.



In addition, there have been several trees that have died on the property that provided additional screening of the site. The proposed Landscape Plan provides additional four 8' Spruce to be planted; three (3) will be on the east side of the property serving as additional buffer to the residential areas and one (1) will replace a dead Spruce surrounding the water tanks.

***Open Item #7: Arborvitae plantings should be installed at 8' to match existing evergreen screen. Additional Arborvitae required along the south edge of the Sprint shelter and the southeast corner of the proposed Verizon shelter to complete the screen. Applicant will revise landscape plan as requested.***

## STAFF REVIEW: BUILDING DEPARTMENT /FIRE DEPARTMENT

Both the Building and Fire Department stated that the shelter is required to be non-combustible construction. As discussed under Architecture, staff is recommending further discussion on the building's exterior.

***Open Item #8: Shelter is required to be non-combustible construction. Applicant will provide a non-combustible shelter with an aggregate finish.***

## STAFF REVIEW: ENGINEERING

The Village Engineer and Public Works Department provided a list of concerns to the Applicant. Final engineering approval will be required prior to issuance of a Building Permit. The Applicant has addressed the majority of the requests made by the Public Works Department. They are requesting a small ice bridge to run from the tower to the location of their equipment cabinet in the northwest corner and that all

locations of Village services need to be approved on site by Public Works prior to building installation and pouring of concrete. Inspection notice from Public Works requires 48 hours in advance.

A few questions from the Village's engineer also remain :

1. Can a portion of the proposed access and utility easements as shown be combined with the existing so as to not tie up more land?
2. The proposed privacy fence has a 2 inch or 3 inch gap maximum from finished grade to the bottom rail of the fence. Please show how this fence does or does not impede drainage.

***Open Item #9: Outstanding Public Works and Engineering items must be addressed prior to issuance of a building permit. Staff recommends making this a condition of the Special Use.***

## **FINDINGS OF FACT**

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Staff has provided the following Findings of Fact for your review; the Applicant's Findings of Fact were previously provided. The Commission is encouraged to review both sets of Findings and make them part of the official minutes. The Commission may elect to read them at the Public Hearing or, after discussion of the Findings, enter them into the record as written or amended.

### **Special Use Permit**

*A proposal from Jim Auld, on behalf of Verizon Wireless, and the Village of Tinley Park as co-applicant, for a Special Use Permit to allow the increase in height of an existing monopole beyond 100' in the R-1, Single Family Residential Zoning District.*

**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 fall zone for the extended monopole is wholly within the subject property except for a small portion of the public sidewalk on the east side of the property.
- The monopole and equipment shelter will be enclosed by a 6' solid vinyl fence and evergreen landscape material.
- The fence enclosure will be secured with a locked gate and the shelter will also be secured and locked.
- Climbing pegs on the monopole will be removed after the antennas are installed.
- Lighting on the equipment shelter will be installed at a height less than 6'.
- The proposed equipment shelter and site improvements have been reviewed by Village Building, Planning, Engineering, Public Works, Landscape, Police and Fire personnel who have considered and approved the proposed improvements in compliance with Village Code.
- Additional landscaping has been proposed on the site to mitigate the proposed improvements.
- The proposed co-location may eliminate the need for additional cell towers in the area.
- The ability to locate the Village SCADA antennas on the tower will improve the reliability of the communication between relevant Village facilities.
- The addition of additional cell antennas on the tower will improve the coverage for that carrier in the area.

**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 will it substantially diminish and impair property values within the neighborhood.**

- The Applicant will provide a solid 6' vinyl fence and evergreen landscaping around the proposed equipment shelter.
- Additional landscaping has been provided on site to soften the impact of additional site improvements.
- The Applicant has agreed to paint the eaves of the existing equipment facility which will improve the appearance of the facility.
- The generator has been located inside the equipment shelter.
- Existing plant material that is dead or compromised will be replaced.
- The fall zone for the extended monopole is wholly within the subject property except for a small portion of the public sidewalk on the east side of the 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.**

- The surrounding area is fully developed.
- The site has operated with an existing 60' personal wireless monopole.
- The cell site is screened by a 6' fence and evergreen landscaping.

**D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.**

- The subject property has operated as a cell tower site and has satisfactorily utilized the existing road system.
- As part of the review process all utilities and drainage issues are reviewed by Staff with appropriate recommendations and requirements made to the Applicant.
- The site is unmanned and will be visited only a few times a month.
- A paved access drive exists on the site with access off of 66<sup>th</sup> Avenue.

**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.**

- Access to the site is from an established full ingress /egress from 66<sup>th</sup> Avenue.
- The site is unmanned and will be visited only a few times a month.

**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 pole exceeds the maximum height limitations and requires a special use review as part of the approval process. The proposed improvement conform to the intent of all other aspects of Village Ordinances.

**G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.**

- The approval of the special use permit will result in improved Village service for the SCADA system and cost savings by eliminating the dedicated phone lines that were used in the pact.
- The addition of additional cell antennas on the tower will improve the coverage for that carrier in the area which may improve the ability for increase business in the area..
- The landscape improvements will improve the overall aesthetics of the site which indirectly improves the economic development of the community of Tinley Park.

**RECOMMENDATION/RECOMMENDED MOTION**

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

"...make a motion to grant Site Plan Approval for the proposed property located at 16640 66<sup>th</sup> Avenue.

Additionally, we recommend that the Village Board grant the Applicants, Verizon Wireless and the Village of Tinley Park, adopt Findings of Fact submitted by the Applicant and by Village Staff as amended by the Plan Commission at this meeting.

The Plan Commission recommends the Special Use Permit with the following conditions, which can be satisfied prior to issuance of a Certificate of Occupancy:

1. Staff approval of a Landscape Plan;
2. Installation of the approved Landscape Plan by October 1, 2015;
3. Final Engineering approval; *and*
4. *[...any other conditions as suggested by the Plan Commission.]*

## LIST OF REVIEWED PLANS

**SBA - 6640 W. 167<sup>th</sup> St.**  
**LIST OF SUBMITTED PLANS**  
**Received July 20, 2015**

Submitted Sheet Name	Prepared By	Date On Sheet
T-1 Title Sheet	Terra	07/02/2015
LP Location Plan	Terra	07/02/2015
C-1 Enlarged Site Plan	Terra	07/02/2015
C-2 Equipment Enclosure Foundation Plan	Terra	07/02/2015
C-3 Fence Details	Terra	07/02/2015
C-4 Fence Details	Terra	07/02/2015
C-5 Fence Details	Terra	07/02/2015
ANT-1 Site Elevation	Terra	07/02/2015
ANT-2 Antenna Information	Terra	07/02/2015
ANT-3 Antenna Mounting Details	Terra	07/02/2015
ANT-4 Antenna Mounting Details	Terra	07/02/2015
B-1 Equipment Enclosure Plan & Section	Terra	07/02/2015
B-2 Equipment Enclosure Elevations	Terra	07/02/2015
E-1 Utility Routing Plan	Terra	07/15/2015
E-2 Site Grounding Plan	Terra	07/02/2015
E-3 Electrical and Grounding Details	Terra	07/02/2015
E-4 Electrical and Grounding Details	Terra	07/15/2015
SP-1 Specifications	Terra	07/02/2015
SP-2 Specifications	Terra	07/02/2015
L-1 Landscape Plan	Terra	07/02/2015
L-1 Plat of Survey of Lease Area and Easement	ASM	11/25/2014
L-2 Plat of Survey of Lease Area and Easement	ASM	11/25/2014

Terra Terra Consulting Group, Ltd.  
ASM ASM Consultants, Inc.



**DRAFT**

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**

**FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION**

**SUBJECT: MINUTES OF THE AUGUST 20, 2015 MEETING**

**ITEM #3: PUBLIC HEARING  
SBA-16640 66<sup>TH</sup> AVENUE-SPECIAL USE PERMIT APPROVAL**

Consider a proposal from Jim Auld, on behalf of Verizon Wireless and the Village of Tinley Park, for a Special Use Permit to increase the height of the existing monopole beyond 100' in the R-1 Single Family Residential Zoning District. The existing monopole personal wireless tower located at 16640 66<sup>th</sup> Avenue is proposed to be extended from an existing elevation of 60' to 104'.

Present were the following:

Plan Commissioners:	Jeff Ficaro Tom Mahoney Bob McClellan Maureen McLeod Mark Moylan Art Pierce Bill Reidy Rita Walker, Chairman
Village Officials and Staff:	Amy Connolly, Planning Director Paula Wallrich, Deputy Planning Director Stephanie Kisler, Planner Debra Kotas, Commission Secretary
Guest(s):	Jim Auld

CHAIRMAN WALKER opened the Public Hearing at 9:03 p.m. requesting anyone present who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

Village Staff provided confirmation that appropriate notice regarding the Public Hearing was published in the local newspaper in accordance with State law and Village requirements.

JIM AULD, representing SBA Communications, who owns the tower and lease rights to the site located at 16640 66<sup>th</sup> Avenue with the Village of Tinley Park owning the property. He showed photographs of the existing 60' monopole and shelter that was built for Nextel/Sprint. He explained they are seeking to extend the monopole to 95' with an additional 9' for lightning rod and antenna bringing it to an overall height of 104'. He confirmed that due to administrative errors at SBA, the monopole extension was installed prior to any approvals and without a permit, however, there are no antennas therefore the tower is not operational.

MR. AULD reported SBA Communications received a request from Verizon to co-locate on the existing structure to offer additional coverage and capacity in the area. He stated the Village of Tinley Park also expressed interest in installing an antenna for their use. He added the pole was designed for one (1) additional carrier.

MR. AULD reviewed a propagation map analysis of existing Verizon sites and coverage that indicate the need for increased capacity at that particular location. He reported the new site will also reduce the offload burden from other Verizon sites.

MR. AULD showed the new equipment shelter that will be made of a pebble-aggregate stone pre-cast material similar to the color of the existing structure with the entire compound being fenced with a 6' vinyl fence with pavement up to the fence line. He reviewed the landscape plan that shows the entire compound being surrounded by trees including 10' trees that will surround the shelter. He showed the design of the lighting that are pre-fabricated with a standard height of 7.5' designed to shed light in downward direction and are operated by a photocell. He proposed a modified ice bridge that would extend 30" from the shelter to protect the cables between the tower and the shelter that will be screened by the shelter, fence and landscaping.

Due to concerns expressed regarding regulatory compliance issues, MR. AULD stated Verizon Wireless abides by all federal laws mandated by the FCC regarding safety, interference and site. Due to a scheduling conflict, a Verizon representative was unable to be present at this evening's meeting; however, MR. AULD provided a written statement from Raymond Vaturro, principal design engineer for Verizon regarding regulatory compliance. He quoted:

"The Verizon Wireless Network Regulating Policy complies with all applicable federal state and local laws, statutes and regulations governing the design, construction, operation and maintenance of the Verizon network. Verizon Network Regulatory compliance department completes formulation, administration and distribution of regulatory compliance policies to reference and highlight specific filing, notification and other compliance requirements."

COMMISSIONER MCCLELLAN expressed concerns regarding the building materials being used for the new shelter, suggesting it be comprised of brick.

COMMISSIONER REIDY noted there is an existing structure that has not elicited any complaints in its appearance and that the proposed shelter will be screened with fencing and 10' trees, a brick shelter may not be necessary.

MS. WALLRICH added that Ordinance require matching existing structures.

COMMISSIONER PIERCE commended the Petitioner for adhering to the Ordinance regarding co-location. He wanted to ensure that no structural modifications are needed. MR. AULD reported a structural analysis has been completed.

COMMISSIONER MAHONEY expressed concern that a representative was not present at this evening's meeting, however, was comfortable with the written testimony provided.

PAULA WALLRICH, Deputy Planning Director, presented the Staff report. She reported a Commissioners Workshop was held that addressed concerns regarding the amount of asphalt around the shelter, fencing, building material for the shelter, lighting, tree height and the ice bridge.

MS. WALLRICH showed a photograph of the existing site located at the northwest corner of 167<sup>th</sup> and 66<sup>th</sup> Streets which is Village-owned property zoned R1, Single-Family Residential, that includes the

monopole and existing equipment shed. She reported the existing eaves and door on the shed has already been painted, however, Staff has requested another coat of paint be applied. She explained the new equipment shelter will be completely enclosed, however, only a portion of the existing shelter is enclosed due to utility and access easements, therefore, it was agreed that 10' Arborvitae trees will be added to accomplish this. She confirmed that all area inside the fence will be paved.

MS. WALLRICH indicated the fall zone of the tower is within the property except on the east side that falls into the public sidewalk. Regarding lighting, she confirmed the lights have shields and focus light in a downward direction. After lengthy discussions with Commissioners, Staff and Petitioner, it was agreed that the shelter itself and landscaping will hide the 30" of cable and an icebridge would not be required. It was also noted that the current Sprint shelter has an icebridge. Regarding landscape, she noted the Petitioner is providing (16) 10' Arborvitae and (4) Colorado spruce trees.

In conclusion, MS. WALLRICH reported all outstanding items have been addressed except for some Engineering and Public Works issues that are being addressed and can be made a condition of the Special Use.

COMMISSIONER REIDY confirmed that all open items have been addressed with a suitable solution. He proceeded to summarize the following Findings of Fact regarding the Special Use Permit to allow the increase in height of an existing monopole beyond 100' in the R-1 Single Family Residential Zoning District:

- 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.

Staff has provided the Petitioner a list of things to be done including the proposed equipment shelter and site improvements have been reviewed by the Village Building, Planning, Engineering, Public Works, Landscape, Police and Fire Departments who have considered and approved the proposed improvement in compliance with Village Code. Further the ability to locate Village SCADA antennas on the tower will improve the reliability of the communication between relevant Village facilities.

- 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 will it substantially diminish and impair property values within the neighborhood.

The inclusion of a 6' fence and landscaping will provide screening

- 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.

This is located in a very developed area.

- D. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

Utilities have been adequate for existing similar uses.

- E. That adequate measures have been or will be taken to provide ingress and egress so designed as to

minimize traffic congestion in the public streets.

The site is located in a low traffic/low impact area.

- F. That the Special Use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission.

Will be conditioned on final Engineering and Public Works approval.

- G. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The proposed antenna will address increased needs of people who no longer use land based communication, but use new technology such as tablets and this will contribute to the economic development of the Village and commercial business.

COMMISSIONER MAHONEY referred to the analysis completed by Max Machuta, the Village's Technology Consultant, that has verified this being an area identified as having deficiencies in coverage and the height elevation proposed by SBA will meet the needs of Verizon and the Village along with the cost savings to the Village by eliminating the current telephone landline network.

There being no objectors or interested parties present and no further question or comments for the Petitioner or Staff, COMMISSIONER REIDY made motion to grant Site Plan Approval for the proposed property located at 16640 66<sup>th</sup> Avenue. Additionally, we recommend the Village Board grant the Applicant's, Verizon Wireless and the Village of Tinley Park, adopt Findings of Fact submitted by the Applicant and by Village Staff and that all Engineering requirements have been met.

The Plan Commission recommends the Special Use Permit with the following conditions, which can be satisfied prior to issuance of a Certificate of Occupancy:

1. Staff approval of a Landscape Plan;
2. Installation of the Approved Landscape Plan by October 1, 2015; and,
3. Final Engineering approval.

The Motion was seconded by COMMISSIONER FICARO.

AYE: Plan Commissioners Jeff Ficaro, Tom Mahoney, Bob McClellan, Maureen McLeod, Mark Moylan, Art Pierce, Bill Reidy, and Chairman Rita Walker

NAY: None

THE MOTION WAS APPROVED UNANIMOUSLY by voice vote. PLAN COMMISSION CHAIRMAN WALKER declared the Motion approved.

A motion was made by COMMISSIONER REIDY, seconded by COMMISSIONER MCCLELLAN to close the Public Hearing at 9:55 p.m. THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.



# Interoffice Memorandum

Planning Department

**Date:** August 13, 2015  
**To:** Jacob Vandenberg, Village Trustee  
**Cc:** Village of Tinley Park Board of Trustees  
**From:** Stephanie Kisler, Planner I  
**Subject:** Bader Fence Variation (8536 Brookside Glen Drive)

Planning Department Staff has been notified that the Village Board may wish to modify the variation request from Petitioner John Bader of 8536 Brookside Glen Drive for the placement of a fence. The Petitioner has requested the following variation:

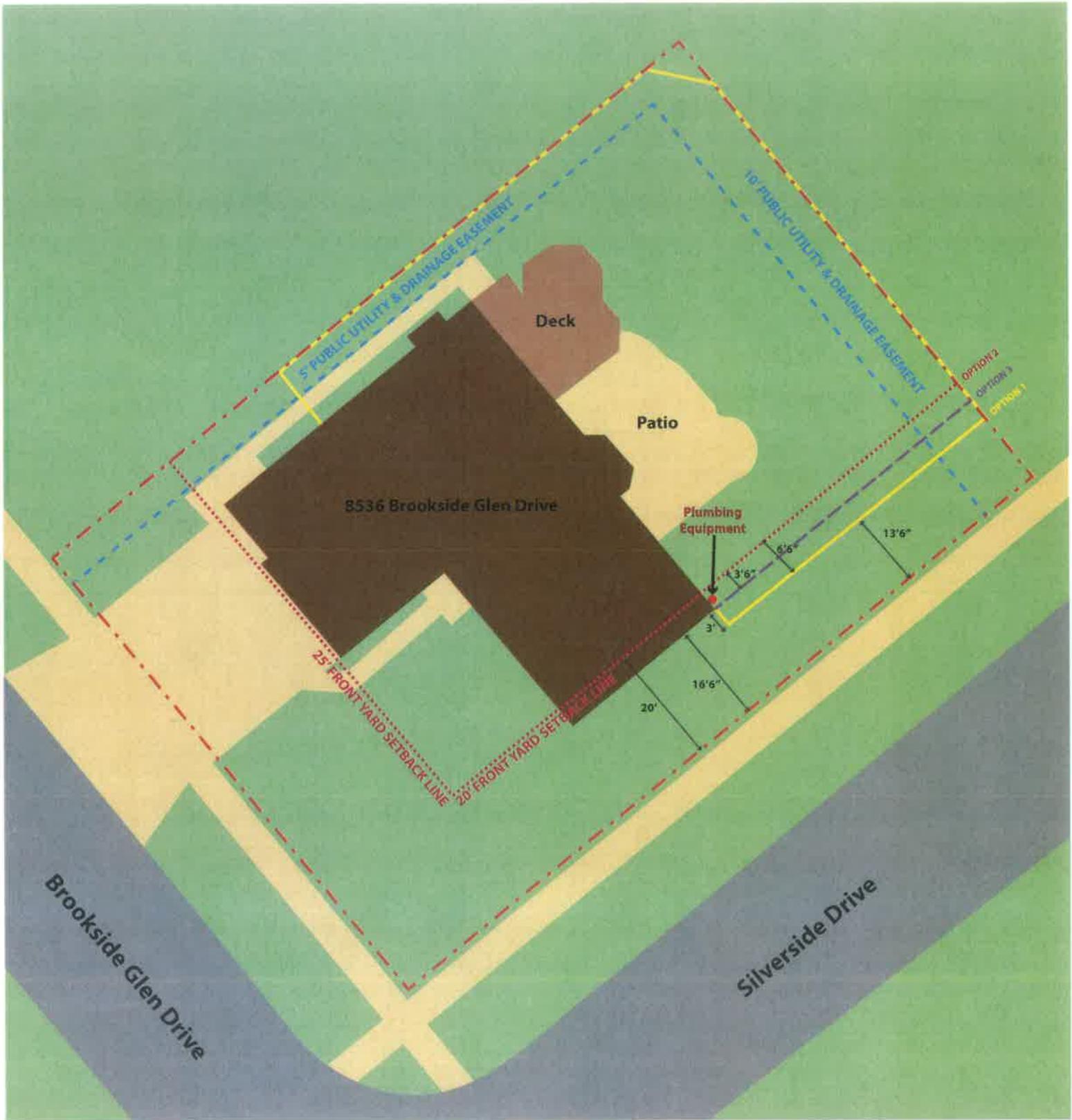
A six foot, six inch (6'6") variation from the front yard setback requirement of twenty feet (20') (outlined by the PUD) to allow for a five foot (5') tall open-style aluminum fence to be installed at a thirteen foot, six inch (13'6") setback on the southeast (Silverside Drive) side of this corner lot at 8536 Brookside Glen Drive in the R-2 PD (Brookside Glen Planned Unit Development) Zoning District and within the Brookside Glen subdivision.

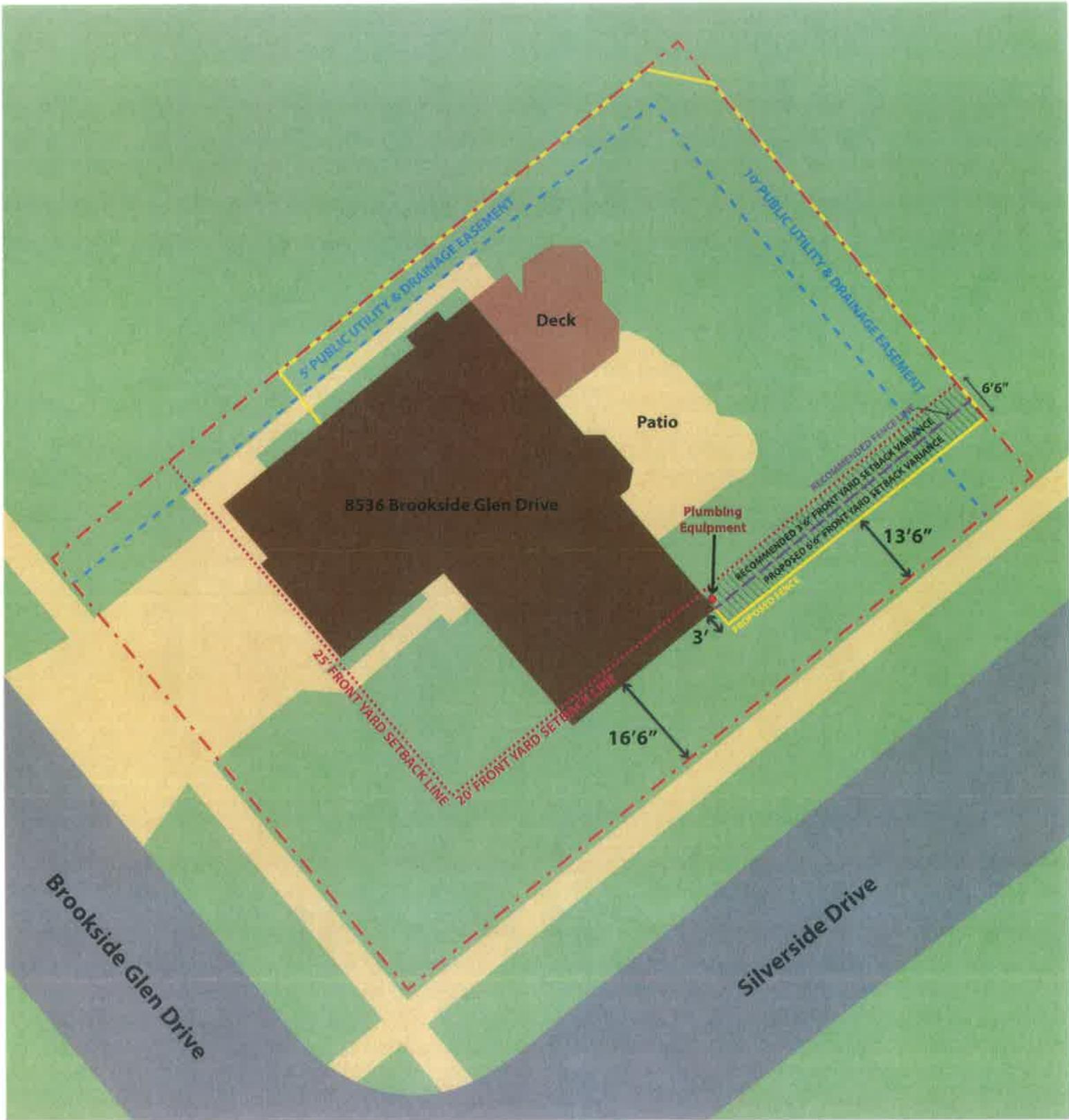
Notes: The existing home was built at a sixteen foot, six inch (16'6") front yard setback on the southeast (Silverside Drive) side of the property where twenty feet (20') is required, so the home is already built 3'6" further toward Silverside Drive than it should have been. Because of the placement of the structure within the required setback, a variation is required even to align the fence with the home. The PUD allows a twenty-five foot (25') front yard setback requirement for the southwest side (addressed side) of the property and a twenty foot (20') front yard setback requirement for the southeast side (non-addressed) of this corner lot.

Staff has identified some options for consideration by the Village Board below. Please see the accompanying graphic that depicts these options visually.

- **Option 1:** Concur with the recommendation of the Zoning Board of Appeals and grant the variation as requested by the Petitioner (a 6'6" variation).
- **Option 2:** Deny the variation request. The Petitioner will then have to place the fence 3'6" inward from where the corner of the existing residence has been built and meet the required 20' setback.
- **Option 3:** Modify the Petitioner's request in order to allow the fence to be placed in line with the existing residence (a 3'6" variation). Planning Department Staff recommends this option. The wording for this option would read:

"...a three foot, six inch (3'6") variation from the front yard setback requirement of twenty feet (20') (outlined by the Brookside Glen Planned Unit Development) to allow for a five foot (5') tall open-style aluminum fence to be installed at a sixteen foot, six inch (16'6") setback on the southeast (Silverside Drive) side of this corner lot at 8536 Brookside Glen Drive in the R-2 PD (Brookside Glen Planned Unit Development) Zoning District and within the Brookside Glen subdivision."



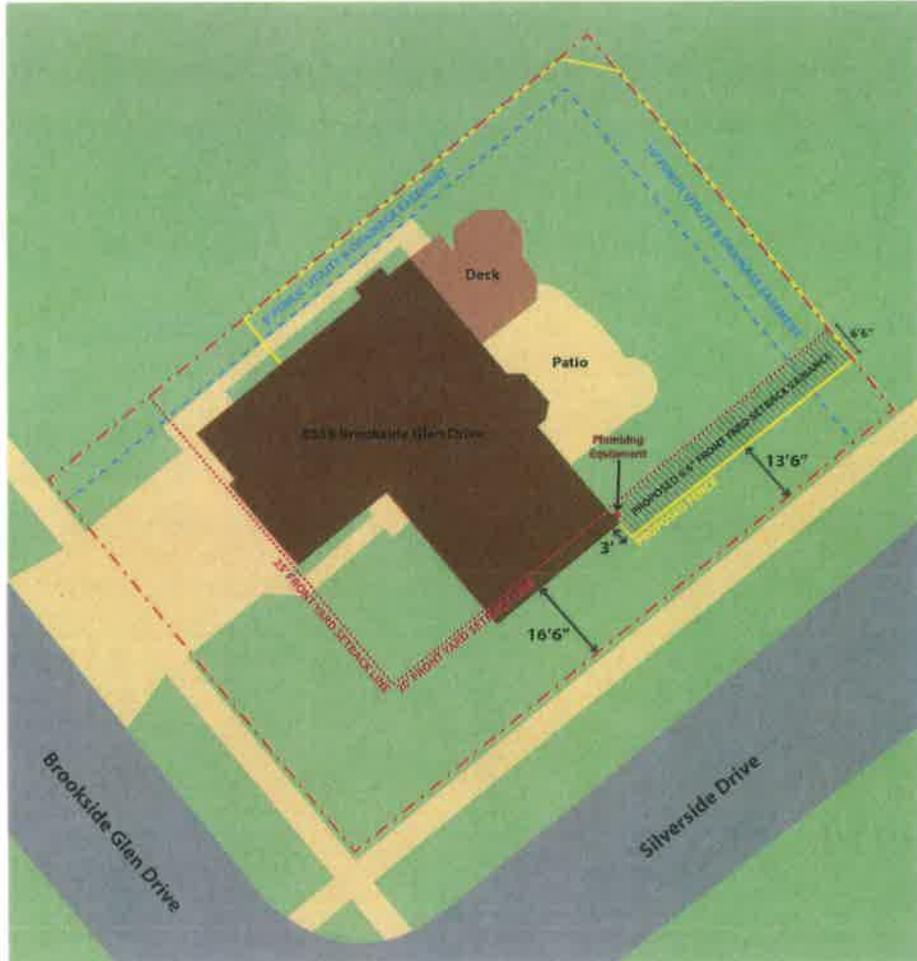


# ZONING BOARD OF APPEALS

JULY 23, 2015

Staff Report: 8536 Brookside Glen Drive (BADER)

Front Yard Setback Variation Request for a Fence



**Petitioner:** John Bader

**Address:** 8536 Brookside Glen Drive

**Zoning:** R-2 PD

**Subdivision:** Brookside Glen

**Lot Area:** 11,700 +/- square feet

**Publication:** Southtown Star (July 8, 2015)



**Variation Request:** A six foot, six inch (6'6") variation from the front yard setback requirement of twenty feet (20') (outlined by the PUD) to allow for a five foot (5') tall open-style aluminum fence to be installed at a thirteen foot, six inch (13'6") setback on the southeast (Silverside Drive) side of this corner lot at 8536 Brookside Glen Drive in the R-2 PD (Brookside Glen Planned Unit Development) Zoning District and within the Brookside Glen subdivision.



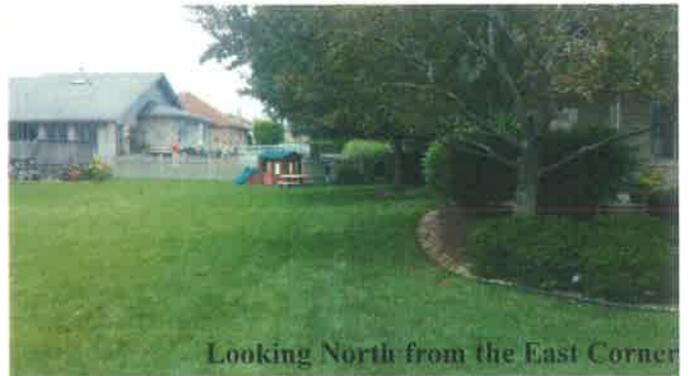
**Existing Site**



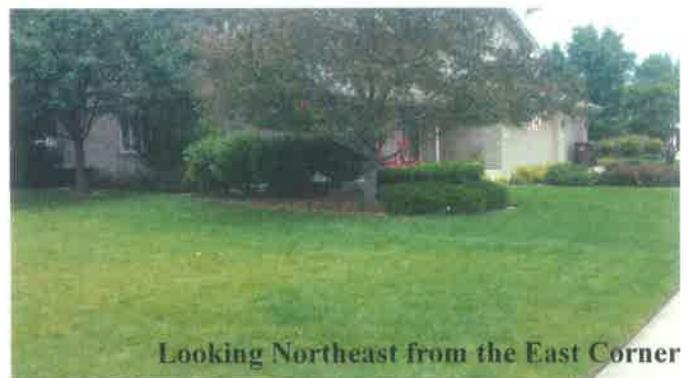
**Proposed Fence**



**Plumbing Equipment**



**Looking North from the East Corner**



**Looking Northeast from the East Corner**

## Variation Request Summary

The Petitioner, John Bader, is requesting a variation from the front yard setback requirement to install a five foot (5') tall aluminum fence. The Petitioner proposes to have the fence installed at a thirteen foot, six inch (13'6") setback along the southeast property line, which will allow them to enclose a future in-ground pool and not interfere with the existing plumbing equipment at the east corner of the house.

## Village Staff Comments

### Planning Department Comments

The Planning Department notes that Brookside Glen is a subdivision where variations (administrative or approved through the Zoning Board of Appeals and Village Board) are rarely given by policy (see attached Memorandum "Fence Variance Policy", 2005) due to the allowance of a smaller non-addressed side front yard setback requirement delineated within the Planned Unit Development regulations. Rather than having a twenty-five foot (25') setback required in all front yards, corner lots in this subdivision are able to build with a twenty foot (20') setback on their non-addressed side front yard. Because of this, the developer and the homeowners on corner lots receive an extra five feet (5') of buildable area and therefore benefit from an increase in buildable area versus other subdivisions.

Staff visited the property and noted the location of the plumbing equipment in the east corner of the home. Typically the fence would be installed at this corner and align with the home, but since the plumbing equipment is near the corner of the home, the Petitioner has requested that the fence be extended three feet (3') southeast of the corner of the home. Even if the Petitioner requested to align the fence at the corner and align with the structure, a variation would still be necessary since the home was built just sixteen feet, six inches (16'6") from the southeast property line while twenty feet (20') is the required front yard setback for the non-addressed front yard.

Staff believes that the fence may be able to be installed at the corner and align with the home. Engineering and Public Works has confirmed that the plumbing equipment can be easily relocated and will likely need to be relocated to accommodate the construction of the future in-ground pool. The Plumbing Inspector also confirmed that the location of the plumbing equipment should not negatively impact a fence installed at the corner of the home. There is also potential for the fence to be located inward from the plumbing equipment. The Petitioner's request for the fence variation is also out of need to provide fencing around a future pool, which is a condition that the Petitioner is creating and may not be considered a unique circumstance or hardship.

Based upon the information submitted to date by the Petitioners, it appears the Petitioners may have difficulty providing evidence supporting positive findings for the following required standards for variations:

1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the R-2 PD Zoning District;
2. That the plight of the Petitioner is due to unique circumstances;
3. That the requested variation will not alter the character of the neighborhood/subdivision; and
4. That a practical difficulty or particular hardship exists in meeting the current regulations in the R-2 PD Zoning District rather than a mere inconvenience.

### Public Works/Engineering Comments

The Public Works Department and Engineering have reviewed the variation request and offer the following comment:

1. The homeowner indicates that an open aluminum fence will be installed. This fence type is acceptable for installation as it runs across a major public utility and drainage easement. The fence openings will allow stormwater to flow freely and not impede drainage. If the fence type is changed, a re-review will be necessary.
2. It is likely that the outlet pipe for the sump pump could easily be relocated. This is not a valid reason that this fence needs to be installed as proposed.

**Building Department Comments**

The Building Department has reviewed the variation request and offers the following comment:

1. The sump pump discharge will need to be relocated as it is likely located in the area where the future pool has been proposed since it drains to the north corner of the property.

**Police Department Comments**

The Police Department has reviewed the variation request and offers no comments.

**Fire Department Comments**

The Fire Department has reviewed the variation request and offers no comments.

**Questions To Ask The Petitioner/Standards for Granting a Variation**

1. What is the hardship or practical difficulty in conforming to the existing Zoning Ordinance? Is it a hardship or a mere inconvenience? If there is a hardship, is it due to the owner or is it a unique circumstance?
2. What will be the impact on neighboring properties? Will it alter the character of the neighborhood?
3. Can the property yield a reasonable return if the variation is not granted?
4. Will the installation of a fence impair an adequate supply of light or air to adjacent properties? Will it increase the danger of fire, impair drainage, or endanger public safety?
5. Would the conditions upon which the request is based be generally applicable to other properties in the subdivision or the Village, with similar zoning?
6. Is the purpose of the request based exclusively upon a desire to make money out of the property?
7. Would granting the request be detrimental to the public welfare or injurious to other property or improvements nearby?

## Appropriate Motion

If the Zoning Board of Appeals wishes to make a motion, the following motion is in positive form:

“...make a motion to consider recommending that the Village Board grant the Petitioner a six foot, six inch (6’6”) variation from the front yard setback requirement of twenty feet (20’) (outlined by the PUD) to allow for a five foot (5’) tall open-style aluminum fence to be installed at a thirteen foot, six inch (13’6”) setback on the southeast (Silver Side Drive) side of this corner lot at 8536 Brookside Glen Drive in the R-2 PD (Brookside Glen Planned Unit Development) Zoning District and within the Brookside Glen subdivision.”

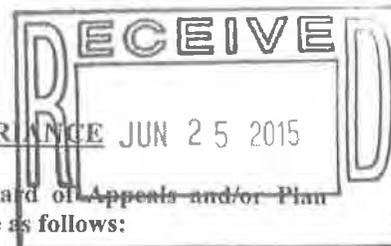
...With the following conditions:

1. *[any conditions that the Zoning Board of Appeals would like to recommend.]*

...Based on the evidence provided at this hearing and also the following:

1. That the Petitioners have provided evidence establishing that they have met the standards for variations contained in Section X.G.4. of the Zoning Ordinance.
2. *[any other facts or unique circumstances that the Zoning Board of Appeals would like to mention.]*

VILLAGE OF TINLEY PARK  
APPLICATION FOR ZONING ORDINANCE VARIANCE



The undersigned hereby Petitions the Village of Tinley Park Zoning Board of Appeals and/or Plan Commission to consider a Variation from the terms of the Zoning Ordinance as follows:

**PETITIONER INFORMATION**

Name: John Bader

Mailing Address: 8534 Brookside Glen Dr.

City: Tinley Park State: IL Zip: 60487

Day Phone: 312-486-3334 Evening Phone: 815-464-1263

Cell Phone: 815-354-1763 Fax Number: \_\_\_\_\_

Email Address: s.bader@sbe-global.net

Nature of Petitioner's Interest in the property and/or relationship to the owner:  
(Applications received on behalf of the owner of record must be accompanied by a signed letter of authorization).

**PROPERTY INFORMATION**

Street Address: 8534 Brookside Glen Dr.

Owners: John Bader  
Susan Bader

**SPECIFIC TYPE OF VARIANCE REQUESTED (See Examples Below):**

A 6 1/2 foot variance on the East side of the property to allow for a 5 ft. aluminum fence on this corner lot.

Examples of Specific Type of Variance Requested:

This refers to the exact number of feet, the exact dimensions of a structure, exact height/type of fence. For example:

"A 15 foot Variance to the Front Yard Setback on the East side of the property to allow for a 6-foot tall cedar fence on this corner lot."

"A 180 square foot variance to the 720 square foot maximum allowable size of an accessory structure to allow for a 30 foot or 900 square foot garage on this residential property."

"A 10 foot variance to the 10 foot maximum allowable height for a sign to allow for a 20 foot high monument sign on this commercial property."

**REASON THAT THE VARIANCE IS NEEDED:** (See Examples below)

We would like to have the fence ~~at~~ ~~with~~ 3' PAST  
the east wall of the house so that we can  
enclose a swimming pool.

**Examples of Reasons that the Variance is needed:**

"We would like to extend our fence 15 feet toward the street from the front corner of the house so that we can enclose a pool, swing set, shed, landscaping, trees, side entrance, etc., and provide a safe area for our children to play"

"We would like to build an oversized garage on our property so that we may store our antique vehicle, snow mobiles, riding lawn mower, etc., inside, as well as our two other cars, which are currently parked in the driveway"

The Petitioner certifies that all of the above statements and other information submitted as part of this Application and Findings of Fact are true and correct to the best of his or her knowledge:

Signature: John Bader Date: 6-22-15  
Printed Name: John Bader

**OFFICE USE ONLY:**

Current Zoning on Property \_\_\_\_\_ Present Use \_\_\_\_\_

Notes

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## FINDINGS OF FACT

### ADDITIONAL INFORMATION TO BE PRESENTED TO SUPPORT A VARIATION REQUEST FROM THE TERMS OF THE VILLAGE OF TINLEY PARK ZONING ORDINANCE

Section X.G.1 of the Village of Tinley Park Zoning Ordinance requires that the Zoning Board of Appeals determine compliance with the following standards and criteria. In order for a variance to be approved, the Petitioner must respond to all the following questions with facts and information to support the requested Variation:

- A. Describe the difficulty that you have in conforming with the **current** regulations and restrictions relating to your property, and describe how this hardship is not caused by any persons presently having an interest in the property. (Please note that a mere inconvenience is insufficient to grant a Variation). For example, does the shape or size of the lot, slope, or the neighboring surroundings cause a severe problem in completing the project in conformance with the applicable Ordinance requirement?

The current regulation would put the fence into the drain tile for the sump pump. THE HOUSE WAS BUILT AT A 16.5' SET BACK WHERE 20' WAS REQUIRED

- B. Describe any difficulties or hardships that **current** zoning regulations and restrictions would have in decreasing your property value compared to neighboring properties.

The current regulation would restrict usage of the back yard as well as affecting the appearance of the fence being set back and coming out of the back of the property and not even with the property.

- C. Describe how the above difficulty or hardship was created.

When reviewing the plat of survey, we were informed that the house is 3 1/2 ft. over the allotted lot line. We were unaware of this problem until we started on this project. WE HAVE TWO OTHER HOUSE IN OUR AREA BOTH CONER HOUSE, HAVE THEIR FENCES PAST THE SIDE WALL AND ARE 13.6' ~~FEET~~ FROM THE SIDE WALL, WE WILL BE 14' 8549 Brookside Glen Drive. 8615 Meadows Edge.

### FINDINGS OF FACT (CONTINUED)

- D. Describe the reasons this Variance request is unique to this property only and is not applicable, in general, to other properties within the same Zoning District.

Since we are a corner lot and the house extends 3 1/2 ft past the allowed lot line, I would assume this is not normal.

- E. Explain how this Variance **would not** be regarded as an attempt at financial gain, but only because of personal necessity. For example, the intent of the Variance is to accommodate related living for an elderly relative as opposed to adding an additional income source.

The only reason we are installing a fence is for safety reasons due to a pool.

- F. Describe how granting this Variance request will not be detrimental to the public welfare or injurious to other properties or improvements in the neighborhood in which the property is located: (Example: fencing will not obstruct view of automobile traffic).

The fence will not obstruct any view of traffic. open style fence

- G. Explain how granting this Variance will not alter the essential character of the neighborhood or locality:

The fence will improve the appearance of the property and is in line with other fences in the area.

### FINDINGS OF FACT (Continued)

H. Describe how the requested Variance will not:

1. Impair an adequate supply of light and air to adjacent properties.

The fence is an aluminum fence and therefore there is not air restriction.

2. Substantially increase the congestion of the public streets.

The fence will be in the backside yard and will not impact street traffic.

3. Increase the danger of fire.

Fence is aluminum.

4. Impair natural drainage or create drainage problems on adjacent property.

We are not changing the elevation or drainage flow to install the fence.

5. Endanger the public safety.

The fence is being installed for security reasons so we can install a pool and will have a lock to prevent anyone from getting in.

6. Substantially diminish or impair property values within the neighborhood.

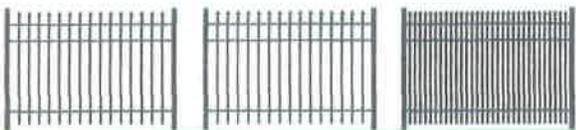
The fence will be professionally installed and will not impact property value.



*An Integrity™ fence is an investment that increases property value by enhancing, defining and protecting your property with the most elegant fence available today. Reassuring the safety and protection of your loved ones, aluminum fencing is the choice of many developers and landscapers who demand the highest quality and maintenance-free performance.*

# Integrity™

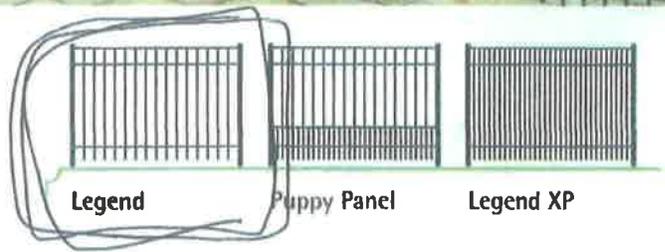
ALUMINUM FENCE



Estate

Estate Plus

Estate XP



Legend

Puppy Panel

Legend XP





July 16, 2015

To whom it may concern:

I am writing in regards to the property at 8536 Brookside Glen Dr. for the Bader residence.

It's our professional opinion that, and we recommend that we not install the fence at the North East corner of the house due to the location of plumbing equipment in that corner. This equipment could potentially be damaged due to the installation of the fence in that area.

Therefore, we ask that the village consider allowing the Baders to have Kbrothers Fence install the fence away from this corner.

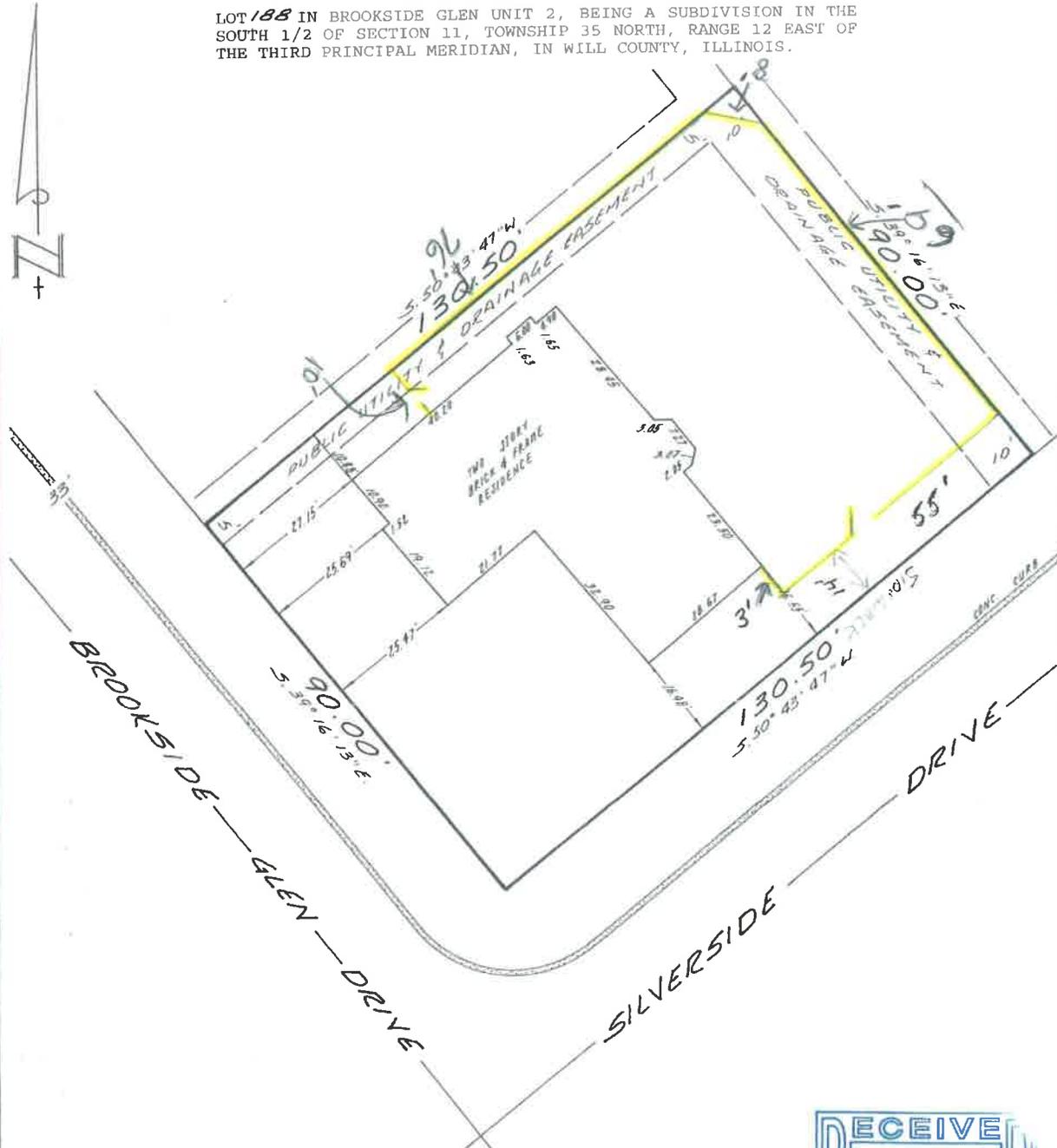
Thank you for your consideration ,

David Aguayo  
Operations Manager  
(708) 479-0414 x 106  
[Dave@Kbrothersfence.com](mailto:Dave@Kbrothersfence.com)

# PLAT OF SURVEY

OF

LOT 188 IN BROOKSIDE GLEN UNIT 2, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



Compare all points before building and at once report any differences. For building lines, easements and other restrictions not shown herein refer to your abstract, deed, contract, and zoning ordinance. No dimension shall be assumed by scale measurement upon this plat.

Scale: 1 inch equals 20 feet  
 Ordered by: MALONE & MOLONEY  
 Order Number 97-4848-188

STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS

I, Thomas J. Cesal, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the above described property and that this Plat is a true and correct representation of said survey. All dimensions are given in feet and decimal parts thereof, corrected to 60 degrees Fahrenheit.

Dated this 19<sup>th</sup> day of April, 1998  
*Thomas J. Cesal*

Illinois Professional Land Surveyor No. 2205

## Daily Southtown

8536 Brookside Glen Drive  
7/08/2015

### Certificate of Publication

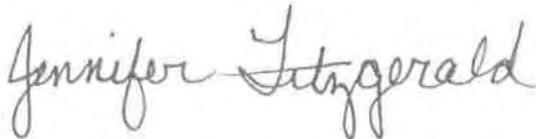
The **Daily Southtown** is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the city of **Tinley Park**, county of **Cook County**, State of Illinois, is of general circulation throughout that county and surrounding areas, and is a newspaper as defined by 715 ILCS 5/5.

This notice, a copy of which is attached, was published **One** times in **Daily Southtown**, namely one time per week for **One** successive weeks.

The first publication of the notice was made in the newspaper, dated and published on **7/08/2015** and the last publication was **7/08/2015**

The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.  
In witness, Daily Southtown has signed this certificate by its registered agent.

Daily Southtown  
By:



Registered Agent

### Legal Text

LEGAL NOTICE NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN THAT the Zoning Board of Appeals of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a Public Hearing beginning at the hour of 7:30 p.m. on Thursday, July 23, 2015 at the Village Hall in the Council Chambers, 16250 South Oak Park Avenue, Tinley Park, Illinois, to consider recommending that the Village Board grant a six foot, six inch (6'6") variation from the front yard setback requirement of twenty feet (20') (outlined by the PUD) to allow for a five foot (5') tall open-style aluminum fence to be installed at a thirteen foot, six inch (13'6") setback on the southeast (Silverside Drive) side of this corner lot at 8536 Brookside Glen Drive in the R-2 PD (Brookside Glen Planned Unit Development) Zoning District and within the Brookside Glen subdivision. The existing home was built at a sixteen foot, six inch (16'6") front yard setback on the southeast (Silverside Drive) side

of the property where twenty feet (20') is required. Note that the PUD allows a twenty-five foot (25') front yard setback requirement for the west side of the property and a twenty foot (20') front yard setback requirement for the south side of the property. LEGAL DESCRIPTION: LOT 188 IN BROOKSIDE GLEN UNIT 2, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. PARCEL IDENTIFICATION NUMBER: 19-09-11-304-006-0000. COMMONLY KNOWN AS: 8536 Brookside Glen Drive, Tinley Park, Illinois. PETITIONER: John Bader. All persons interested may appear and be heard relative to the proposed variation. The Zoning Board of Appeals reserves the right to continue said meeting from time to time as may be required by the Illinois Open Meetings Act. BY ORDER OF THE TINLEY PARK ZONING BOARD OF APPEALS, COOK AND WILL COUNTIES, ILLINOIS. SAM CARDELLA, CHAIRMAN, ZONING BOARD OF APPEALS.



## MINUTES OF THE ZONING BOARD OF APPEALS

### VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

**JULY 23, 2015**

The regular meeting of the Zoning Board of Appeals was held in the Council Chambers of Village Hall on July 23, 2015 at 7:30 p.m.

#### **ROLL CALL**

Present and responding to roll call were the following:

Zoning Board Chairman:	Sam Cardella
Zoning Board Members:	Ed Barta Pat Conway Tom Hanna David Samuelson
Village Officials and Staff:	Ronald Bruning, Zoning Administrator Amy Connolly, Planning Director Tom Melody, Village Attorney Debra Kotas, Commission Secretary

#### **CALL TO ORDER**

Zoning Board Chairman Cardella called the meeting to order at 7:30 p.m. The Pledge of Allegiance was recited.

#### **APPROVAL OF MINUTES**

Minutes of the June 25, 2015 meeting of the Zoning Board of Appeals were presented for approval. A motion was made by ZONING BOARD MEMBER BARTA seconded by ZONING BOARD MEMBER HANNA to approve the Minutes as presented.

THE MOTION WAS APPROVED UNANIMOUSLY by voice vote. ZONING BOARD CHAIRMAN CARDELLA declared the motion approved.

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**  
**FROM: VILLAGE OF TINLEY PARK ZONING BOARD OF APPEALS**  
**SUBJECT: MINUTES OF THE JULY 23, 2015 MEETING**

**PUBLIC**

**HEARING #1: ANTHONY & JILL DANCA – 16412 IRONWOOD DRIVE – VARIATIONS FROM THE REQUIRED SIDE YARD SETBACK AND FROM THE ALLOWABLE EAVE/GUTTER ENCROACHMENT – ADDITION**

Consider recommending that the Village Board grant two (2) variations that would allow for the construction of a proposed addition including:

1. A three foot (3') side yard setback variation from Section V. Schedule II (Schedule of District Requirements) where the side yard setback requirement is eight feet (8'); and,
2. A one foot, eight inch (1'8") variation from the allowable eave/gutter encroachment in Section III.H. (Permitted Encroachments in Required Yards) where three feet (3') is the maximum encroachment permitted for eaves/gutters into the required side yard setback.

These variations would allow the Petitioners to construct the proposed one-story addition to the existing home at a five foot (5') setback from the north side property line and would allow the proposed eaves/gutters to be three feet, four inches (3'4") from the north side property line on the north side of the property located at 16412 Ironwood Drive in the R-3 Single Family Residential Zoning District and within the Tanbark subdivision.

Present were the following:

Zoning Board Chairman:	Sam Cardella
Zoning Board Members:	Ed Barta Pat Conway Tom Hanna David Samuelson
Village Officials and Staff:	Ronald Bruning, Zoning Administrator Amy Connolly, Planning Director Tom Melody, Village Attorney Debra Kotas, Commission Secretary
Guest(s):	Anthony & Jill Danca, Petitioners

ZONING BOARD CHAIRMAN CARDELLA opened the Public Hearing at 7:32 p.m. and requested the Petitioner(s) and anyone present who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

TOM MELODY, Village Attorney, reviewed the Public Hearing procedure. He explained the Petitioner(s) will be allowed to present evidence in support of the variation request. He stated they have already provided the written Findings of Fact to support the variance request and it will be their obligation to provide a burden of proof with facts and evidence to support the Findings that this Board requires before a variance can be granted.

AMY CONNOLLY, Planning Director, provided confirmation that appropriate notice regarding the public hearing was published in the local newspaper in accordance with State law and Village requirements.

ANTHONY AND JILL DANCA, 16412 Ironwood Drive, presented a request for a 3' variance where the side yard setback requirement is 8' setback to construct an addition onto the existing home to allow for a garage and laundry room and a 1'8" variation for eaves and gutter overhang.

MRS. DANCA explained they are seeking a variance in order to extend their garage to store an antique vehicle and provide additional storage space. She stated there is an existing shed in the yard that has become inadequate for the amount of storage needed. She explained inside the home is a 5 x 11' laundry room that contains their furnace, hot water heater, utility sink, washer and dryer that does not allow sufficient space. She expressed safety concerns regarding having a substantial amount of laundry near the furnace or hot water heater potentially being a fire hazard. She stated the intent of the addition is to gain additional functionality. She reported the size of the planned garage is the minimum size to allow for a vehicle. In conclusion, she reported speaking with her neighbors to the north and south of her home who are supportive of the addition.

MR. DANCA explained what makes this request unique is that his existing Forrester style home was built with no room on either side of the garage, having only eight inches (8") on each side for storage. He provided data of other Forrester style homes in the area having more space built into the sides of the garage. Given the unique design of his home, MR. DANCA does not believe any precedent would be established. He does not believe it would change the character of the neighborhood since there are other homes in the area with 3-4 car garages and the building materials planned for the addition would match the existing home.

By not building the addition, MR. DANCA stated there is the potential for financial hardship should they sell their home in the future with other competing homes for sale having more space for storage. He believes the addition would benefit the area in curb appeal by reducing the number of vehicles on the driveway and also increasing the value of homes in the area. He reiterated MRS. DANCA'S safety concerns regarding potential fire hazards in the laundry room including airborne lint. He reported contacting an architect regarding other locations for an addition; however, these were not feasible. He explained moving the furnace and hot water heater to another area would be costly and not yield that much additional space.

BOARD MEMBER SAMUELSON commended the Petitioners for being thorough in their presentation. He inquired about the data provided regarding other Forrester style homes in the area. MR. DANCA explained he researched homes that were recently for sale noting they had more space built into each side of the garage and that the furnaces and water heaters were installed in the basement area, not the laundry room.

BOARD MEMBER SAMUELSON added that the side yard setback requirement of 8' would allow construction of a laundry room, however, would not accommodate a 1-car garage. He inquired what was of greater importance to the Petitioner, the garage or larger laundry room. MR. DANCA commented with the expense of the project it would only make sense to construct both.

BOARD MEMBER SAMUELSON made the Petitioner aware the Fire Department would require fire rated walls which would be an additional expense.

BOARD MEMBER BARTA inquired as to the amount of vehicles on the property. MR. DANCA stated they have 2 vehicles and an antique vehicle. He reported the additional garage would not be used for the antique car but for storage.

BOARD MEMBER BARTA reported visiting the property and expressed concerns regarding the amount of water from the addition being forced onto the neighbor's property. MR. DANCA explained drainage will be installed from the property into the storm sewer to alleviate the amount of water between the properties.

BOARD MEMBER BARTA inquired about the shed on the property providing storage. MR. DANCA stated the shed helps with pool and lawn equipment, but is insufficient.

A discussion ensued regarding the necessity for a cement floor in the shed. RONALD BRUNING, Zoning Administrator, confirmed a concrete floor is required for sheds greater than 100 square feet. Sheds are permitted at a maximum of 200 square feet.

BOARD MEMBER HANNA questioned the large size of the proposed laundry room of 10' x 16'.

BOARD MEMBER CONWAY also reported visiting the property. He requested further clarification regarding the Finding of Fact that the addition will not impair an adequate supply of light and air to adjacent properties. MR. DANCA explained 20' will remain between properties. He stated the planned addition will only be 1-story and since the home is a 2-story, there would be no reduction of light.

BOARD MEMBER CONWAY inquired where the Petitioner(s) keep their antique vehicle. MR. DANCA reported it is kept in the existing garage.

There being no further questions from Board Members or other interested parties, MS. CONNOLLY presented the Staff report. She reported the Petitioners are requesting a 3' side yard variation where 8' is required, that would place the home 5' from the property line; and, a 1'8" variation for encroachment of eaves and gutters where 3' maximum is allowed, thereby placing the eaves and gutters within the 5' public utility and drainage easement. She added that if the variations are granted, the distance between the Petitioner's home and the home to the north will be 20' where 35' currently exists.

MS. CONNOLLY showed photographs of the subject property noting there is currently a cement walk on the north side of the property that is two feet (2') shorter than the proposed addition, already leaving areas where water does not penetrate. She reported Staff does not anticipate any issues since drainage is currently adequate. She provided an image of the proposed addition, stating the structure will not be built into the public utility easement but the eaves will encroach into the easement near the property line.

MS. CONNOLLY reported Staff is concerned about setting a precedent by allowing the addition should the neighboring property to the north request a similar variation, but clarified this would be unlikely to occur. She proceeded to review other Staff comments as follows:

Public Works/Engineering:

1. The plan indicates that construction will be occurring outside of the existing 5' public utility and drainage easement. This should include any footings, foundations, etc. No construction may occur within the easement;
2. Having the eaves and gutters within the easement is acceptable;
3. The possibility of impervious area increasing and drainage reduced resulting in wet ground that would need to be resolved with the neighbor to the north.

Fire Department:

1. Fire rated walls are required separating the garage from the laundry room and remainder of the home.

There being no further questions or comments, a motion was made by BOARD MEMBER SAMMUELSON to recommend the Village Board grant the Petitioner variations that would allow for the construction of a proposed addition on the north side of the existing residential structure including:

1. A three foot (3') side yard setback variation from Section V. Schedule II (Schedule of District Requirements) where the side yard setback requirement is eight feet (8'); and,

2. A one foot, eight inch (1'8") variation from the allowable eave/gutter encroachment in Section III.H. (Permitted Encroachments in Required Yards) where three feet (3') is the maximum encroachment permitted for eaves/gutters into the required side yard setback.

With the following conditions:

1. That the materials match the existing residential structure;
2. That fire-rated wall regulations from the Fire Department are met.

These variations would allow the Petitioners to construct the proposed one-story addition to the existing home at a five foot (5') setback from the north side property line and would allow the proposed eaves/gutters to be three feet, four inches (3'4") from the north side property line on the north side of the property located at 16412 Ironwood Drive in the R-3 Single Family Residential Zoning District and within the Tanbark subdivision.

Based on the evidence provided at this hearing and also the following:

That the Petitioners have provided evidence establishing that they have met the standards for variations contained in Section X.G.4. of the Zoning Ordinance.

The Motion was seconded by BOARD MEMBER BARTA.

AYE: None  
NAY: Zoning Board Members Ed Barta, Pat Conway, Tom Hanna, David Samuelson, and Chairman Sam Cardella

THE MOTION FAILED by voice vote.

A motion was made by BOARD MEMBER BARTA, seconded by BOARD MEMBER HANNA to close the Public Hearing at 8:02 p.m. THE MOTION WAS APPROVED by voice call. ZONING BOARD OF APPEALS CHAIRMAN CARDELLA declared the Motion approved.

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**  
**FROM: VILLAGE OF TINLEY PARK ZONING BOARD OF APPEALS**  
**SUBJECT: MINUTES OF THE JULY 23, 2015 MEETING**

**PUBLIC**

**HEARING #2: JOHN BADER – 8536 BROOKSIDE GLEN DRIVE – VARIATION FROM THE REQUIRED FRONT YARD SETBACK – FENCE**

Consider recommending that the Village Board grant a six foot, six inch (6'6") variation from the front yard setback requirement of twenty feet (20') (outlined by the PUD) to allow for a five foot (5') tall open style aluminum fence to be installed at a thirteen foot, six inch (13'6") setback on the southeast (Silverside Drive) side of this corner lot at 8536 Brookside Glen Drive in the R-2 PD (Brookside Glen Planned Unit Development) Zoning District and within the Brookside Glen subdivision.

The existing home was built at a sixteen foot (16'), six inch (16'6") front yard setback on the southeast side (Silverside Drive) of the property where twenty feet (20') is required. Note: The PUD allows a twenty-five foot (25') front yard setback requirement for the southwest side of the property and a twenty-foot (20') front yard setback requirement for the southeast side of the property.

Present were the following:

Zoning Board Chairman:	Sam Cardella
Zoning Board Members:	Ed Barta Pat Conway Tom Hanna David Samuelson
Village Officials and Staff:	Ronald Bruning, Zoning Administrator Amy Connolly, Planning Director Tom Melody, Village Attorney Debra Kotas, Commission Secretary
Guest(s):	John Bader, Petitioner

ZONING BOARD CHAIRMAN CARDELLA opened the Public Hearing at 8:02 p.m. and requested the Petitioner(s) and anyone else present who wished to give testimony, comment, engage in cross-examination or ask questions during the Hearing stand and be sworn in.

AMY CONNOLLY, Planning Director, provided confirmation that appropriate notice regarding the public hearing was published in the local newspaper in accordance with State law and Village requirements.

JOHN BADER, 8536 Brookside Glen Drive, presented a variance request to allow for installation of a 5' tall open style aluminum fence for a future pool. He stated he was unaware that his corner lot home was built 3'6" over what was allowed noting the home was built 16'6" from the property line where 20' is required. He

explained that if the fence were to be placed at the required setback, it would interfere with the existing sump pump, down spout, and operation of the casement windows.

MR. BADER reported speaking with his next neighbors regarding installation of the fence who have no objections. He provided a letter from PATRICK MCGUIRE, 8542 Brookside Glen Drive, in this regard.

BOARD MEMBER CONWAY reported visiting the property. He requested clarification on the submitted Findings of Fact regarding how the hardship was created. MR. BADER explained there are two (2) other corner homes in his area that have fences past the required setback due to how the homes were constructed, 8549 Brookside Glen Drive and 8615 Meadows Edge, both receiving variations.

BOARD MEMBER BARTA reported measuring the home to be eighteen feet (18') from the sidewalk. AMY CONNOLLY reported the measurements are based off of the Plat of Survey and the measurement is from the house to the property line (not the sidewalk), therefore, the 16'6" is correct.

BOARD MEMBER BARTA agreed with the professional opinion of the fence company that was submitted via a letter, that it would be detrimental to install the fence at the northeast corner of the home due to the existing plumbing equipment.

BOARD MEMBER SAMUELSON noted the allowance of a smaller non-addressed side front yard setback requirement within the Brookside Glen PUD at 20' thus already having an extra 5' of buildable area where 25' is typically the required setback. He suggested the possibility of moving the plumbing equipment.

There being no further questions from Board Members or other interested parties, MS. CONNOLLY presented the Staff report. She explained the Petitioner is seeking a 6'6" variation from the front yard setback requirement of 20' to construct a fence for a future pool. She reported the Building Department has not yet received plans from the Petitioner for a pool and no permits have been applied for.

MS. CONNOLLY confirmed the house was built 3'6" into the required 20' setback, leaving 16'6" from the property line and approximately 2' between the property line and the sidewalk. She further explained the proposed fence would actually be 13'6" from the property line for an approximate total of 15' between the sidewalk and fence.

MS. CONNOLLY showed photographs of the property and images of the proposed fence. She noted 5' is the minimum height for a fence enclosing a pool; however, other options include a slightly lower 4' fence that would allow the Petitioner to open windows near the house or installing a fence immediately around the pool.

MS. CONNOLLY proceeded to review the following Staff comments:

Public Works/Engineering suggests the outlet pipe for the sump pump could easily be relocated and may need to be moved once the pool is installed. They also commented that the open style fence is acceptable and would allow stormwater to drain more freely.

Building Department noted the sump pump may need to be relocated since it is likely in the area where the future pool has been proposed since it drains to the north side of the property.

Police and Fire Department had no comments.

Based upon information submitted to date by the Petitioners, the Planning Department believes the Petitioners may have difficulty providing evidence supporting positive findings for the following required standards for variations:

1. That the property in question cannot yield a reasonable return if permitted to be used only under the condition allows by the regulations in the R-2 PD Zoning District;
2. That the plight of the Petitioner is due to unique circumstances;
3. That the requested variation will not alter the character of the neighborhood; and,
4. That a practical difficulty or particular hardship exists in meeting the current regulations in the R-2 PD Zoning District rather than a mere inconvenience.

CHAIRMAN CARDELLA asked the Petitioner if he wished to further explain any of the Findings of Fact:

MR. BADER wished to address the comment regarding moving of the sump pump and plumbing equipment. He explained there is an 18-20" difference between the existing patio and trees and where the storm sewer is located is about a 24" difference. He further explained he is installing a fiberglass pool so he will not have to dig as deep, thereby eliminating the problem with the sump pump line. He further explained the pool will be a straight walk off from the patio and could not have a fence surrounding it.

There being no further questions or comments, a motion was made by BOARD MEMBER SAMUELSON to recommend the Village Board grant the Petitioner a six foot, six inch (6'6") variation from the front yard setback requirement of twenty feet (20') (outlined by the PUD) to allow for a five foot (5') tall open style aluminum fence to be installed at a thirteen foot, six inch (13'6") setback on the southeast (SilverSide Drive) side of this corner lot at 8536 Brookside Glen Drive in the R-2 PD (Brookside Glen Planned Unit Development) Zoning District and within the Brookside Glen subdivision.

With the following conditions:

1. That the Petitioner installs the pool acceptable to Staff.

Based on the evidence provided at this hearing and also the following:

That the Petitioners have provided evidence establishing that they have met the standards for variations contained in Section X.G.4. of the Zoning Ordinance.

The Motion was seconded by BOARD MEMBER BARTA.

AYE: Zoning Board Members Ed Barta, Pat Conway, Tom Hanna, David Samuelson, and Chairman Sam Cardella

NAY: None

THE MOTION WAS APPROVED UNANIMOUSLY by voice vote. ZONING BOARD OF APPEALS CHAIRMAN CARDELLA declared the Motion approved.

A motion was made by BOARD MEMBER BARTA, seconded by BOARD MEMBER SAMUELSON to close the Public Hearing and regular meeting of the Zoning Board of Appeals of July 23, 2015 at 8:25 p.m. THE MOTION WAS APPROVED by voice call. ZONING BOARD OF APPEALS CHAIRMAN CARDELLA declared the Motion approved.

ORDINANCE NO. 2015-O-036

**AN ORDINANCE DELETING CERTAIN PROPERTY  
FROM THE REDEVELOPMENT PROJECT AREA FOR  
THE TINLEY PARK EXPANDED MAIN STREET SOUTH  
TAX INCREMENT FINANCING DISTRICT**

**WHEREAS**, the Village of Tinley Park (the "Village") is a home rule municipality organized under the laws of the State of Illinois; and

**WHEREAS**, the General Assembly of the State of Illinois has provided by law the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (the "Act"), to assist in the financing of certain improvements in areas which meet specified requirements; and

**WHEREAS**, the Village, pursuant to Ordinance Nos. 2003-O-025, 2003-O-026 and 2003-O-027, adopted April 1, 2003, as amended by Ordinance No. 2003-O-036, adopted April 15, 2003, Ordinance No. 2006-O-011, adopted March 7, 2006, Ordinance Nos. 2007-O-014, 2007-O-015 and 2007-O-016, adopted March 27, 2007, and Ordinance No. 2007-O-036, adopted May 15, 2007, established the Village's Expanded Main Street South Tax Increment Financing (TIF) District along Oak Park Avenue, from just South of 172nd Street to 178th Street, relative to the redevelopment project area legally described in Exhibit A attached hereto and made part hereof (the "Redevelopment Project Area"), approved a redevelopment project and plan, as amended, in relation to the Village's Expanded Main Street South TIF District (the "Redevelopment Plan") and adopted tax increment financing for the Village's Expanded Main Street South TIF District; and

**WHEREAS**, the owner of certain property located in the Redevelopment Project Area has requested that said property be removed from the Redevelopment Project

Area, said property being legally described in Exhibit B attached hereto and made part hereof and depicted on Exhibit C attached hereto and made part hereof (the “Deleted Parcels”); and

**WHEREAS**, the removal of the Deleted Parcels from the Redevelopment Project Area will not adversely impact the eligibility factors relied upon by the Village in establishing the Village’s Expanded Main Street South TIF District as a tax increment financing district under the Act; and

**WHEREAS**, the removal of the Deleted Parcels from the Redevelopment Project Area will not adversely impact the Redevelopment Plan or redevelopment within the Village’s Expanded Main Street South TIF District, although, upon removal from the Redevelopment Project Area, the Deleted Parcels will no longer be eligible for any of the financial incentives available to properties within the Redevelopment Project Area; and

**WHEREAS**, pursuant to 65 ILCS 5/11-74.4-5(c), amendments to the Village’s Expanded Main Street South TIF District which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the redevelopment plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10), may be

made without need for further hearing, provided the Village gives certain notices of any such amendments within ten (10) days following the adoption of the Ordinance providing for any such amendments;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**SECTION 1:** That the recitals set forth above are hereby incorporated herein as Section 1 of this Ordinance.

**SECTION 2:** That Ordinance Nos. 2003-O-025, 2003-O-026 and 2003-O-027, adopted April 1, 2003, as amended by Ordinance No. 2003-O-036, adopted April 15, 2003, Ordinance No. 2006-O-011, adopted March 7, 2006, Ordinance Nos. 2007-O-014, 2007-O-015 and 2007-O-016, adopted March 27, 2007, and Ordinance No. 2007-O-036, adopted May 15, 2007, are hereby amended by deleting the Deleted Parcels from the Redevelopment Project Area and from the Redevelopment Plan, thereby causing the legal description for the Redevelopment Project Area for the Expanded Main Street South TIF District, as amended by this Ordinance, to read in its entirety as set forth in Exhibit D attached hereto and made part hereof.

**SECTION 3:** Pursuant to 65 ILCS 5/11-74.4-5(c), within ten (10) days of the adoption and approval of this Ordinance, this Ordinance shall be published in the *Daily Southtown*, and a copy of this Ordinance shall be sent by certified mail, return receipt requested, to each taxing district that is affected by the Village's Expanded Main Street South TIF District, to the Illinois Department of Commerce and Economic Opportunity, to the Public Member of the Joint Review Board, and to each person/entity registered on the Village's TIF Interested Parties Registry.

**SECTION 4:** That a certified copy of this Ordinance shall be filed with the County Clerk of Cook County, Illinois, and, thereafter, a revised Initial Equalized Assessed Valuation Certificate for the Village's Expanded Main Street South TIF District shall be obtained from the office of said County Clerk.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
David Seaman, Village President

**ATTEST:**

\_\_\_\_\_  
Patrick E. Rea, Village Clerk

## Exhibit A

### **Redevelopment Project Area for the Tinley Park Expanded Main Street South Tax Increment Financing District**

#### **Legal Description**

Lots 3 and 4 in Block 5 in McClary's Subdivision of the East 2 of the North 2 of Lot 1 of the Southwest 3 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; the North 60 feet of Lot 1 in Block 1, Lot 3 in Block 2 and Lots 7 and 8 in Block 3 in Christian Andres Subdivision of part of the South 2 of Lot 1 of the Southwest 3 of Section 30, aforesaid; the West 54 feet of Lot 10, the West 54 feet and South 5 feet of Lot 11 and Lots 12 through 16, inclusive, in Andres Subdivision of Lot 9 in Block 3 of Christian Andres Subdivision, aforesaid; Lots 3, 8 (except the North 1/2), 9, 10 and 11 in John M. Rauhoff's Subdivision of part of the South 2 of Lots 1 and 2 of the Southwest 3 of Section 30, aforesaid, beginning at a point 380 feet South of the Northeast corner of Lot 10 of Block 3 of Christian Andres Subdivision, running thence South on the East line of said Lot 10, 460 feet, thence West 190 feet, thence South 16 feet, thence West 1025 feet, thence North 880.84 feet to the North line of the South 2 of Lot 2 of said Southwest 3, thence East on the North line of the South 2 of Lots 2 and 1 of said Southwest 3, 1215 feet to the East line of Lot 10 of Block 3, thence South 391.20 feet to point of beginning; Lot A in Subdivision of part of Block 3 in John M. Rauhoff's Plat of Blocks 1, 2, 3, 4, being a subdivision of part of the South 2 of Lots 1 and 2 of the Southwest 3 of Section 30 and of part of the North 2 of Lot 2 of the Northwest 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lots 1 through 9, inclusive, in Herman Stoeckman's Subdivision of the South 433 feet of the East 183 feet of the Southwest 3 of Section 30, aforesaid; Lot B in Hickory Square, a resubdivision of part of Lot 9 in Circuit Court Petition in Sections 29, 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian and the C.R. I. & P. Railroad right-of-way located West of the East right-of-way line of Oak Park Avenue and West of the Southeasterly extension of the West line of Lot A in Subdivision of Block 3 in John M. Rauhoff's Plat of Blocks 1, 2, 3, 4, being a subdivision of part of South 2 of Lots 1 and 2 of the Southwest 3 of Section 30 and of part of the North 2 of Lot 2 of the Northwest 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.s: 28-30-302-015 and -016; 28-30-308-017 and -023; 28-30-312-003, -006, -009, -019, -021, -023, -024 and -025; 28-30-313-002, -004, -009, -010, -011 and -012; 28-30-314-003, -004, -005, -006, -007, -008, -009, -010, -011, -012 and -032; 28-30-500-007-6004 (formerly 28-30-500-004-6004); and 28-30-500-007-6001 (formerly Pt. 28-30-500-004-6001);

Common Addresses: 17236, 17324, 17432, 17448 and 17500 South Oak Park Avenue; 173rd and 68th Court; 6875 West 173rd Place; 17375 South 69th Court; 17356 and 17368 South 68th Court; and 17335 South 68th Court; Tinley Park, Illinois;

Also, Lots 6, 7, 16, 17, and 23 through 39, inclusive, along with the 16 foot wide North/South alley located East of and adjacent to Lots 6 and 7, the 14 foot wide North/South vacated alley lying East of and adjacent to Lots 23 through 29, inclusive, and the 14 foot wide East/West

vacated alley lying North of and adjacent to Lots 37 and 39, all in Nielsen's Subdivision (except the South 200 feet of the West 266 feet) of Block 2 in Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lots 1 through 4, inclusive, along with the 16 foot wide North/South alley located East of and adjacent thereto, in Boldt's Subdivision of the South 200 feet of the West 266 feet of Block 2 in Village of Bremen, aforesaid; Lots 1, 2 and 3 in Block 3, Lots 1 through 9, inclusive, and the North 115 feet of Lot 10 (as measured along the West line thereof) in Block 4, Lots 1 through 6, inclusive, in Block 5, Lots 1 through 7, inclusive, and Lots 10 through 15, inclusive, in Block 9, Lots 1 through 10, inclusive, along with the 20 foot wide East/West vacated alley lying South of and adjacent to Lots 1 through 5 in Block 10, Lots 9, 10 and the West 2 feet of Lot 8 in Block 11, and the South 74.5 feet of the West 125 feet of Block 14, all in Village of Bremen, aforesaid; Lots 1 and 2 in Ameritech Illinois Tinley Park Resubdivision of Lots 5, 6, 7 and part of 8 in Block 11 in Village of Bremen, aforesaid; all that property, including the C.R.I. & P Railroad right-of-way, located East of the East right-of-way line of Oak Park Avenue, South of the Southeast right-of-way line of North Street, North of the Northwest right-of-way line of South Street, South of the South line of Lots 1 through 5, inclusive, in Block 5 in Village of Bremen, aforesaid, and West of a line drawn from the Southwest corner of Lot 12 in Harper Hill Townhomes Association, a resubdivision of part of Block 1 in the Village of Bremen, aforesaid, to the intersection of the West right of way line of 66<sup>th</sup> Court and the South right-of-way line of the C.R.I. & P Railroad (said right-of-way line also being the North right-of-way line of Oak Forest Avenue); all in Cook County, Illinois;

P.I.N.s: 28-30-403-005,-006,-008, -009, -010, -011, -013, -014, -019, -020, -028 and -029; 28-30-404-025; 28-30-407-002, -003, -004, -005, -006, -007, -008 and -009; 28-30-408-001 and -002; 28-30-411-005, -008, -009, 010, -011, -012, -013, -014, -015, -017, -023 and -024; 28-30-415-003, -004 and -009; 28-30-415-011 (formerly 28-30-415-010, 28-30-415-010-8001 and -8002); 28-30-416-015, -016, -023 and -024; 28-30-418-007; 28-30-424-001 and -002; 28-30-425-001 and -002; and 28-30-500-007-6002 and -6003 (formerly 28-30-500-004-6002 and -6003); and 28-30-500-007-6001 (formerly Pt. 28-30-500-004-6001);

Common Addresses: 17235, 17237, 17247, 17251, 17255, 17265, 17309, 17401, 17407 and 17459 South Oak Park Avenue; 6744 West 173rd Street; 17249 South 67th Court; 6706, 6712, 6720, 6724, 6730 and 6750 West North Street; 6647 and 6653 West 173rd Street; 6657, 6659, 6665, 6671, 6709, 6725, 6727 and 6730 West South Street; 6775 West 174th Street; 17407, 17420 and 17423 South 67th Court; and 6730 West 174th Place; including the commuter parking lots and commuter station between Oak Park Avenue and 66th Court; Tinley Park, Illinois;

Also, Lots 1 through 26, inclusive, in Goebel's Subdivision of the West 155.9 feet of the East 188.9 feet (as measured along the North and South lines thereof) of the Northeast 3 of the Northwest 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Circuit Court Partition of Sections 29, 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; and Lots 2 through 6, inclusive, and the East 125.82 feet of Lot 1, all in Block 1 in Elmore's Harlem Avenue Estates, a subdivision in the West 2 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.s: 28-31-102-008, 009, -010, -011, -012, -013, -014, -016,-017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -049 and -050; 28-31-103-034, -035, -039 and -042 (formerly 28-31-103-012), 28-31-103-020, -021 and -024;

and 28-31-103-026-1001 through -1039, inclusive.

Common Addresses: 17500, 17514, 17560, 17600, 17604, 17608, 17612, 17658, 17660, 17776, 17700, 17704-06, 17708, 17710, 17712, 17714, 17716, 17718, 17720-24, 17726-R, 17726-A through J, 17728-A through D, 17728-J, 17730 - A through D, 17730-W, 17732-AB, 17732-C through L and 17746 South Oak Park Avenue, Tinley Park, Illinois;

Also, Block 15 (except the East 195 feet thereof; except the West 99 feet of the East 294 feet of the North 144 feet thereof; and except Lot 2 in First Midwest Bank Resubdivision of part of Block 15) in Village of Bremen, a subdivision in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lots 147, 148, 149 (except the North 10 feet thereof), 152, 153, 155, 156, 157 (except the North 49 feet thereof), 158, 159 and 160 in O. Rueter & Co.'s Tinley Park Gardens, a subdivision of the South 60 acres of the West 2 of the Northeast 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.s: 28-31-200-003 and -012; Pt. 28-31-200-011; 28-31-204-001, -002, -003, -005, -006 and -007; 28-31-208-001, -002, -006, -007 and -016;

Common Addresses: 17501, 17541, 17551, 17605, 17609, 17621, 17651, 17655, 17701, 17713, 17743, 17745, 17747 and 17749 South Oak Park Avenue, Tinley Park, Illinois;

Also, Oak Park Avenue, from a point 115 feet South of the South right-of-way line of Hickory Street (as measured along the East right-of-way line of Oak Park Avenue) to a line drawn from the Northwest corner of Lot 1 in Boldt's Subdivision of the South 200 feet of the West 266 feet of Block 2 in Village of Bremen, in Sections 30 and 31, Township 36 North; Range 13 East of the Third Principal Meridian; to the Northeast corner of Lot 3 in Block 5, in McClary's Subdivision of the East 2 of the North 2 of Lot 1 of the Southwest 3 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Oak Park Avenue, from the Northeasterly extension of the South line of Lot 2 in Block 2 in Christian Andres Subdivision of part of the South 2 of Lot 1 of the Southwest 3 of Section 30, aforesaid, to the South right-of-way line of 178<sup>th</sup> Street; 68<sup>th</sup> Court, from the North right-of-way line of the C.R.I. & P. Railroad to the North right-of-way line of 173<sup>rd</sup> Place; 67<sup>th</sup> Court and 67<sup>th</sup> Avenue, from the North right-of-way line of Hickory Street to the South right-of-way line of 172<sup>nd</sup> Street; Hickory Street, from the East right-of-way line of Oak Park Avenue to the West right-of-way line of 66<sup>th</sup> Court; 66<sup>th</sup> Court, from the North right-of-way line of Hickory Street to the South right-of-way line of the C.R. I. & P. Railroad; 67<sup>th</sup> Avenue, from the South right-of-way line of Hickory Street to the North right-of-way line of North Street; North Street, from the East right-of-way line of Oak Park Avenue to the South line of Lots 5 and 6 in Block 5 in Village of Bremen, aforesaid; South Street, from the East right-of-way line of Oak Park Avenue to the West right-of-way line of 66<sup>th</sup> Court; South Street (Hickory Street), from the West right-of-way line of Oak Park Avenue West to the Southeasterly extension of the West line of Lot A in Subdivision of a part of Block 3 in John M. Rauhoff's Plat of Blocks 1, 2, 3, 4, being a subdivision of part of the South 1/2 of Lots 1 and 2 of the Southwest 1/4 of Section 30 and of part of the North 1/2 of Lot 2 of the Northwest 1/4 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; Market Street, from the West right-of-way line of 67<sup>th</sup> Court to a point 400 feet East of the East right-of-way line of 67<sup>th</sup> Court; 67<sup>th</sup> Court, from the South right-of-way line of South Street to the North right-of-way line of 174<sup>th</sup> Place; 175<sup>th</sup> Street, from the East right-of-way line of Oak Park Avenue to a point 125 feet East thereof; 176<sup>th</sup> Street, from the East right-of-way line of Oak Park Avenue to a point 133.65 feet East

thereof; 177th Street, from a point 155.9 feet West of the West right-of-way line of Oak Park Avenue to a point 133.72 feet East of the East right-of-way line of Oak Park Avenue; 178th Street, from the East right-of-way line of Oak Park Avenue to a point 133.78 feet East of the East right-of-way line of Oak Park Avenue; and 69<sup>th</sup> Avenue, from a point 97.28 feet South of the South right-of-way line of 177th Street to a point 497.28 feet South of the South right-of-way line of 177th Street; all in Cook County, Illinois.

Lots 1, 5, 6, 7 and 8 in Block 5 of McClary's Subdivision of the East 1/2 of the North 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Lot 18, along with the 16-foot wide North/South alley located West of and adjacent to Lot 18, in Nielsen's Subdivision (except the South 200 feet of the West 266 feet) of Block 2 in Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lot 10 (except the North 115 feet thereof as measured along the West line thereof) in Block 4 in Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lots 4, 5, 6, 7 and the North 1/2 of Lot 8 in John M. Rauhoff's Subdivision of part of the South 1/2 of Lots 1 and 2 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, beginning at a point 380 feet South of the Northeast corner of Lot 10 of Block 3 of Christian Andres Subdivision, running thence South on the East line of said Lot 10, 460 feet, thence West 190 feet, thence South 16 feet, thence West 1025 feet, thence North 880.84 feet to the North line of the South 1/2 of Lot 2 of said Southwest 1/4, thence East on the North line of the South 1/2 of Lots 2 and 1 of said Southwest 1/4, 1215 feet to the East line of Lot 10 of Block 3, thence South 391.20 feet to point of beginning; Lot 8 (now part of 173rd Place), Lot 9, Lot 10 (except the West 54 feet thereof) and Lot 11 (except the West 54 feet and South 5 feet thereof) in Andres Subdivision of Lot 9 in Block 3 of Christian Andres Subdivision of part of the South 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; that part of the Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian (including any vacated streets located therein), located East of 66th Court, South of South Street, North of the North line of Kara's Tara Subdivision of parts of Lots 7 and 8 in Village of Bremen, aforesaid, and West of the West line of Double "R" Subdivision of parts of Lots 6, 7 and 8 in Village of Bremen, aforesaid; Lots 8 and 9 in Block 9 in Village of Bremen, aforesaid; Lots 1 and 2 in Stive's Subdivision of the East 120 feet lying West of the East line of Block 9 in Village of Bremen, aforesaid, extended South and North of the North line of Market Street and South of the Southeasterly line of Block 9 in Village of Bremen, aforesaid, in the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; that portion of the West 1/2 of the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian located Southeasterly of the Southeasterly line of Block 9 in Village of Bremen, aforesaid, West of the West line of Stive's Subdivision, aforesaid, and North of the North line of 174th Street (Market Street); Lots A and B in Vandenberg's Subdivision, being a resubdivision of Lot 45 in Vogt's Addition to Tinley Park in the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, and part of Lot 1 in Block 11 in Village of Bremen, aforesaid, together with that vacated street lying Easterly and adjacent to the North 1/2 of the aforesaid Lot 1; the South 1/2 and the West 25 feet of the North 1/2 of Lot 1, along with the vacated street lying Easterly of the South 1/2 of said Lot 1, the North 1/2 and the West 2.80 feet of the South 1/2 of Lot 2, and Lots 3 and 4, all in Block 11 of the Village of Bremen, aforesaid; Block 14 (except the South 74.5 feet of the West 125 feet and except the North 124.5 feet thereof) in Village of Bremen, aforesaid; Lots 4, 5, 7, 8, 9, 10 and 11, along with the vacated and unvacated 15-foot wide North/South alley located East of and adjacent to Lots 6 through 9, inclusive, along with the vacated and unvacated 13-foot wide alley located South of and adjacent to Lots 4 and 5, all in William Lawrenz Subdivision of Block 13 in Village of Bremen, aforesaid;

P.I.N.s: 28-30-302-013, -017, -018, -019 and -020; 28-30-403-021; 28-30-407-010; 28-30-312-001, -002, -004, -005, -020 and -022; 28-30-411-007, -019, -020, -021, -022, -025 and -026; 28-30-412-019; 28-30-416-006, -007, -009, -012, -017, -019, -020 and -021; 28-30-418-005, -006 and -008; 28-30-419-002, -003, -004, -005, -006, -010 and -011;

Common Addresses: 17226, 17244, 17250, 17256, 17260, 17329 and 17451 South Oak Park Avenue; 17346 South 68th Court; 6875 and 6879 West 173rd Place; 17357 and 17365 South 69th Avenue; 17301 and 17348 South 66th Court; 6700, 6715, 6716, 6721, 6724, 6725, 6726 and 6729 West 174th Street; 17410 South 67th Avenue; 6700, 6712, 6718, 6727 and 6729 West 174th Place; 17228, 17450 and 17454 South 67th Court; 6704, 6708 and 6730 West 175th Street; and 6683 and 6703 West South Street;

Also, Oak Park Avenue, from the Easterly extension of the North line of Lot 1 in Block 5 in McClary's Subdivision, aforesaid, to a line drawn from the Northwest corner of Lot 1 in Boldt's Subdivision of the South 200 feet of the West 266 feet of Block 2 in Village of Bremen, in Sections 30 and 31, Township 36 North, Range 13 East, of the Third Principal Meridian, to the Northeast corner of Lot 3 in Block 5, in McClary's Subdivision of the East 2 of the North 2 of Lot 1 of the Southwest 3 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Oak Park Avenue from a point 115 feet South of the South right-of-way line of Hickory Street (as measured along the East right-of-way line of Oak Park Avenue) to the Northeasterly extension of the South line of Lot 2 in Block 2 in Christian Andres Subdivision, aforesaid; 173rd Place, from the West right-of-way line of 69th Avenue to the West right-of-way line of 68th Avenue; 69th Avenue, from the South right-of-way line of 173rd Place to the Northwesterly right-of-way line of the C.R.I.&P. Railroad; 66th Court, from the North right-of-way line of 174th Street to the Southeasterly right-of-way line of the C.R.I.&P. Railroad; South Street, from the East right-of-way line of 66<sup>th</sup> Court to the Northerly extension of the West line of Double "R" Subdivision, aforesaid; 174th Street, from the Northerly extension of the West Line of Lot 4 in Block 11 of Village of Bremen, aforesaid, to the Southerly extension of the East right-of-way line of 66th Court; 67th Avenue, from the South right-of-way line of 174th Place to the South right-of-way line of 174th Street; 174th Place, from the East right-of-way line of Oak Park Avenue to the Westerly right-of-way line of 67th Avenue (except for that portion located immediately South of and adjacent to Lot 2 (except the West 2.80 feet thereof) in Block 11 in Village of Bremen, aforesaid); 175th Street, from a point 125 feet East of the East right-of-way line of Oak Park Avenue to the Southerly extension of the West line of Lot 12 in William Lawrenz Subdivision of Block 13 in Village of Bremen, aforesaid; and 67th Court, from the Westerly extension of the South line of Lot 6 in William Lawrenz Subdivision of Block 13 in Village of Bremen, aforesaid, to the North right-of-way line of 175th Street.

EXCEPTING THEREFROM the following-described property:

Lots 1 through 5, inclusive, in Block 5 in Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, along with 173rd Street, from the Northerly extension of the West line of Lot 5 in Block 5 in Village of Bremen, aforesaid, to the West right-of-way line of 66th Court, and 66th Court, from the North right-of-way line of 173rd Street to the North right-of-way line of the C.R.I. & P. Railroad.

P.I.N.s: Pt. 28-30-408-001 and 28-30-408-002.

Common Address: 6647 and 6653 West 173<sup>rd</sup> Street, Tinley Park, Illinois.

**Exhibit B**

**Deleted Parcels**

**PARCEL 1:**

THE NORTH 45 FEET OF THE PARCEL DESCRIBED AS LOT 8 (EXCEPT THE EAST 48 FEET THEREOF) AND ALL OF LOTS 9 AND 10 IN BLOCK 11 IN BREMEN, IN COOK COUNTY, ILLINOIS, IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 42671 IN BOOK 49 OF MAPS, PAGE 70.

PIN: 28-30-416-015.

Common Address: 17407 South 67th Court, Tinley Park, Illinois 60555.

**PARCEL 2:**

LOT 1 IN AMERITECH ILLINOIS TINLEY PARK RESUBDIVISION OF LOTS 5, 6, 7 AND THE EAST 48.00 FEET OF LOT 8 IN BLOCK 11 IN BREMEN, IN COOK COUNTY, ILLINOIS, IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 42671 IN BOOK 49 OF MAPS, PAGE 70.

PIN: 28-30-416-023.

Common Address: 6731 West 174th Street, Tinley Park, Illinois 60477.

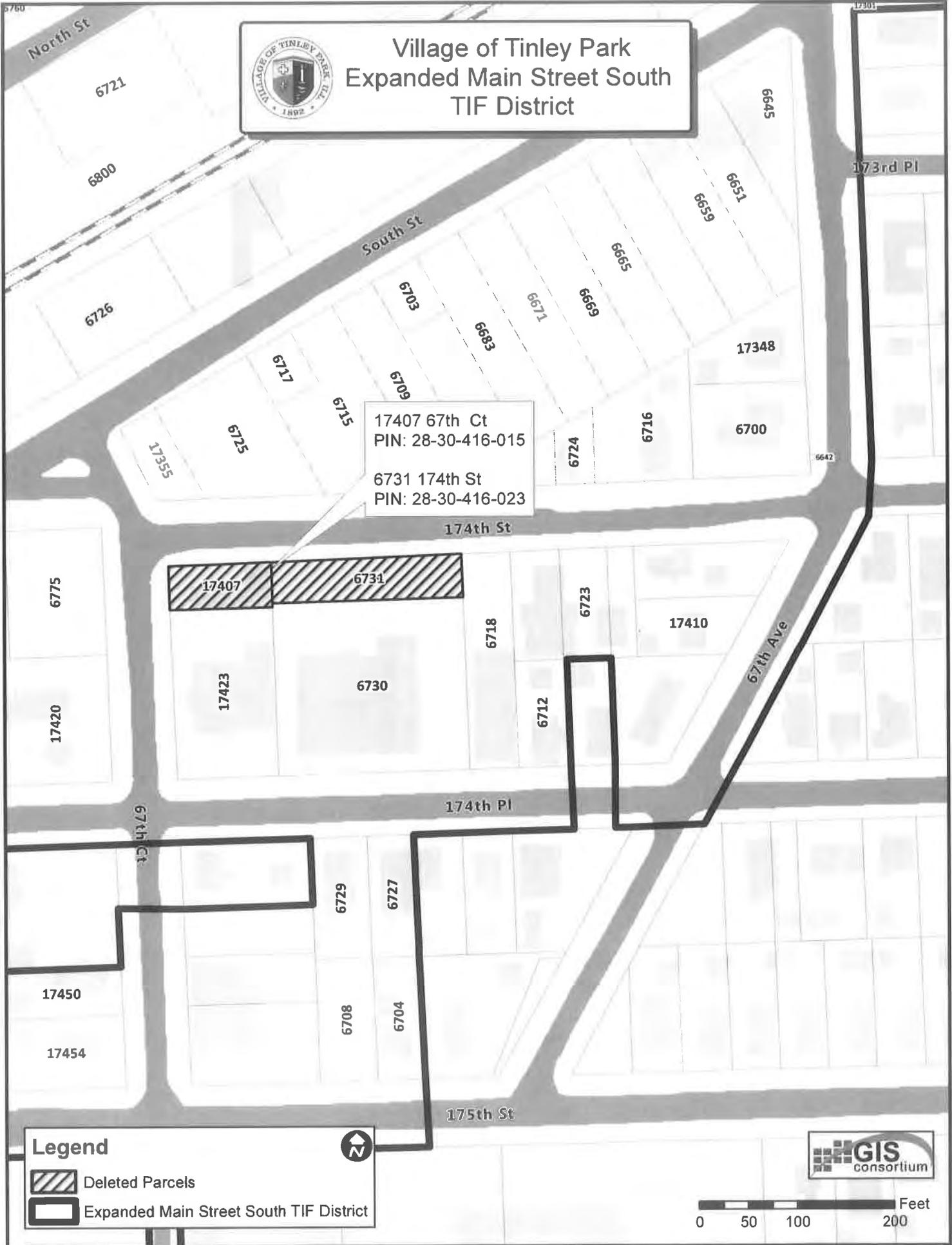
**Exhibit C**

**Depiction of  
Deleted Parcels**

(attached)



# Village of Tinley Park Expanded Main Street South TIF District



17407 67th Ct  
PIN: 28-30-416-015  
6731 174th St  
PIN: 28-30-416-023

### Legend

-  Deleted Parcels
-  Expanded Main Street South TIF District



## Exhibit D

### **Redevelopment Project Area for the Tinley Park Expanded Main Street South TIF District as Amended by this Ordinance**

#### **Legal Description**

Lots 3 and 4 in Block 5 in McClary's Subdivision of the East 2 of the North 2 of Lot 1 of the Southwest 3 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; the North 60 feet of Lot 1 in Block 1, Lot 3 in Block 2 and Lots 7 and 8 in Block 3 in Christian Andres Subdivision of part of the South 2 of Lot 1 of the Southwest 3 of Section 30, aforesaid; the West 54 feet of Lot 10, the West 54 feet and South 5 feet of Lot 11 and Lots 12 through 16, inclusive, in Andres Subdivision of Lot 9 in Block 3 of Christian Andres Subdivision, aforesaid; Lots 3, 8 (except the North 1/2), 9, 10 and 11 in John M. Rauhoff's Subdivision of part of the South 2 of Lots 1 and 2 of the Southwest 3 of Section 30, aforesaid, beginning at a point 380 feet South of the Northeast corner of Lot 10 of Block 3 of Christian Andres Subdivision, running thence South on the East line of said Lot 10, 460 feet, thence West 190 feet, thence South 16 feet, thence West 1025 feet, thence North 880.84 feet to the North line of the South 2 of Lot 2 of said Southwest 3, thence East on the North line of the South 2 of Lots 2 and 1 of said Southwest 3, 1215 feet to the East line of Lot 10 of Block 3, thence South 391.20 feet to point of beginning; Lot A in Subdivision of part of Block 3 in John M. Rauhoff's Plat of Blocks 1, 2, 3, 4, being a subdivision of part of the South 2 of Lots 1 and 2 of the Southwest 3 of Section 30 and of part of the North 2 of Lot 2 of the Northwest 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lots 1 through 9, inclusive, in Herman Stoeckman's Subdivision of the South 433 feet of the East 183 feet of the Southwest 3 of Section 30, aforesaid; Lot B in Hickory Square, a resubdivision of part of Lot 9 in Circuit Court Petition in Sections 29, 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian and the C.R. I. & P. Railroad right-of-way located West of the East right-of-way line of Oak Park Avenue and West of the Southeasterly extension of the West line of Lot A in Subdivision of Block 3 in John M. Rauhoff's Plat of Blocks 1, 2, 3, 4, being a subdivision of part of South 2 of Lots 1 and 2 of the Southwest 3 of Section 30 and of part of the North 2 of Lot 2 of the Northwest 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.s: 28-30-302-015 and -016; 28-30-308-017 and -023; 28-30-312-003, -006, -009, -019, -021, -023, -024 and -025; 28-30-313-002, -004, -009, -010, -011 and -012; 28-30-314-003, -004, -005, -006, -007, -008, -009, -010, -011, -012 and -032; 28-30-500-007-6004 (formerly 28-30-500-004-6004); and 28-30-500-007-6001 (formerly Pt. 28-30-500-004-6001);

Common Addresses: 17236, 17324, 17432, 17448 and 17500 South Oak Park Avenue; 173rd and 68th Court; 6875 West 173rd Place; 17375 South 69th Court; 17356 and 17368 South 68th Court; and 17335 South 68th Court; Tinley Park, Illinois;

Also, Lots 6, 7, 16, 17, and 23 through 39, inclusive, along with the 16 foot wide North/South alley located East of and adjacent to Lots 6 and 7, the 14 foot wide North/South vacated alley lying East of and adjacent to Lots 23 through 29, inclusive, and the 14 foot wide East/West vacated alley lying North of and adjacent to Lots 37 and 39, all in Nielsen's Subdivision (except the South 200 feet of the West 266 feet) of Block 2 in Village of Bremen in Sections 30 and 31,

Township 36 North, Range 13, East of the Third Principal Meridian; Lots 1 through 4, inclusive, along with the 16 foot wide North/South alley located East of and adjacent thereto, in Boldt's Subdivision of the South 200 feet of the West 266 feet of Block 2 in Village of Bremen, aforesaid; Lots 1, 2 and 3 in Block 3, Lots 1 through 9, inclusive, and the North 115 feet of Lot 10 (as measured along the West line thereof) in Block 4, Lots 1 through 6, inclusive, in Block 5, Lots 1 through 7, inclusive, and Lots 10 through 15, inclusive, in Block 9, Lots 1 through 10, inclusive, along with the 20 foot wide East/West vacated alley lying South of and adjacent to Lots 1 through 5 in Block 10, Lots 9, 10 and the West 2 feet of Lot 8 in Block 11, and the South 74.5 feet of the West 125 feet of Block 14, all in Village of Bremen, aforesaid; Lots 1 and 2 in Ameritech Illinois Tinley Park Resubdivision of Lots 5, 6, 7 and part of 8 in Block 11 in Village of Bremen, aforesaid; all that property, including the C.R.I. & P Railroad right-of-way, located East of the East right-of-way line of Oak Park Avenue, South of the Southeast right-of-way line of North Street, North of the Northwest right-of-way line of South Street, South of the South line of Lots 1 through 5, inclusive, in Block 5 in Village of Bremen, aforesaid, and West of a line drawn from the Southwest corner of Lot 12 in Harper Hill Townhomes Association, a resubdivision of part of Block 1 in the Village of Bremen, aforesaid, to the intersection of the West right of way line of 66<sup>th</sup> Court and the South right-of-way line of the C.R.I. & P Railroad (said right-of-way line also being the North right-of-way line of Oak Forest Avenue); all in Cook County, Illinois;

P.I.N.s: 28-30-403-005,-006,-008, -009, -010, -011, -013, -014, -019, -020, -028 and -029; 28-30-404-025; 28-30-407-002, -003, -004, -005, -006, -007, -008 and -009; 28-30-408-001 and -002; 28-30-411-005, -008, -009, 010, -011, -012, -013, -014, -015, -017, -023 and -024; 28-30-415-003, -004 and -009; 28-30-415-011 (formerly 28-30-415-010, 28-30-415-010-8001 and -8002); 28-30-416-015, -016, -023 and -024; 28-30-418-007; 28-30-424-001 and -002; 28-30-425-001 and -002; and 28-30-500-007-6002 and -6003 (formerly 28-30-500-004-6002 and -6003); and 28-30-500-007-6001 (formerly Pt. 28-30-500-004-6001);

Common Addresses: 17235, 17237, 17247, 17251, 17255, 17265, 17309, 17401, 17407 and 17459 South Oak Park Avenue; 6744 West 173rd Street; 17249 South 67th Court; 6706, 6712, 6720, 6724, 6730 and 6750 West North Street; 6647 and 6653 West 173rd Street; 6657, 6659, 6665, 6671, 6709, 6725, 6727 and 6730 West South Street; 6775 West 174th Street; 17407, 17420 and 17423 South 67th Court; and 6730 West 174th Place; including the commuter parking lots and commuter station between Oak Park Avenue and 66th Court; Tinley Park, Illinois;

Also, Lots 1 through 26, inclusive, in Goebel's Subdivision of the West 155.9 feet of the East 188.9 feet (as measured along the North and South lines thereof) of the Northeast 3 of the Northwest 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian, in Circuit Court Partition of Sections 29, 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; and Lots 2 through 6, inclusive, and the East 125.82 feet of Lot 1, all in Block 1 in Elmore's Harlem Avenue Estates, a subdivision in the West 2 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.s: 28-31-102-008, 009, -010, -011, -012, -013, -014, -016,-017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027, -028, -049 and -050; 28-31-103-034, -035, -039 and -042 (formerly 28-31-103-012), 28-31-103-020, -021 and -024; and 28-31-103-026-1001 through -1039, inclusive.

Common Addresses: 17500, 17514, 17560, 17600, 17604, 17608, 17612, 17658, 17660, 17776, 17700, 17704-06, 17708, 17710, 17712, 17714, 17716, 17718, 17720-24, 17726-R, 17726-A through J, 17728-A through D, 17728-J, 17730 - A through D, 17730-W, 17732-AB, 17732-C through L and 17746 South Oak Park Avenue, Tinley Park, Illinois;

Also, Block 15 (except the East 195 feet thereof; except the West 99 feet of the East 294 feet of the North 144 feet thereof; and except Lot 2 in First Midwest Bank Resubdivision of part of Block 15) in Village of Bremen, a subdivision in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lots 147, 148, 149 (except the North 10 feet thereof), 152, 153, 155, 156, 157 (except the North 49 feet thereof), 158, 159 and 160 in O. Rueter & Co.'s Tinley Park Gardens, a subdivision of the South 60 acres of the West 2 of the Northeast 3 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; all in Cook County, Illinois;

P.I.N.s: 28-31-200-003 and -012; Pt. 28-31-200-011; 28-31-204-001, -002, -003, -005, -006 and -007; 28-31-208-001, -002, -006, -007 and -016;

Common Addresses: 17501, 17541, 17551, 17605, 17609, 17621, 17651, 17655, 17701, 17713, 17743, 17745, 17747 and 17749 South Oak Park Avenue, Tinley Park, Illinois;

Also, Oak Park Avenue, from a point 115 feet South of the South right-of-way line of Hickory Street (as measured along the East right-of-way line of Oak Park Avenue) to a line drawn from the Northwest corner of Lot 1 in Boldt's Subdivision of the South 200 feet of the West 266 feet of Block 2 in Village of Bremen, in Sections 30 and 31, Township 36 North; Range 13 East of the Third Principal Meridian; to the Northeast corner of Lot 3 in Block 5, in McClary's Subdivision of the East 2 of the North 2 of Lot 1 of the Southwest 3 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Oak Park Avenue, from the Northeasterly extension of the South line of Lot 2 in Block 2 in Christian Andres Subdivision of part of the South 2 of Lot 1 of the Southwest 3 of Section 30, aforesaid, to the South right-of-way line of 178<sup>th</sup> Street; 68<sup>th</sup> Court, from the North right-of-way line of the C.R.I. & P. Railroad to the North right-of-way line of 173<sup>rd</sup> Place; 67<sup>th</sup> Court and 67<sup>th</sup> Avenue, from the North right-of-way line of Hickory Street to the South right-of-way line of 172<sup>nd</sup> Street; Hickory Street, from the East right-of-way line of Oak Park Avenue to the West right-of-way line of 66<sup>th</sup> Court; 66<sup>th</sup> Court, from the North right-of-way line of Hickory Street to the South right-of-way line of the C.R. I. & P. Railroad; 67<sup>th</sup> Avenue, from the South right-of-way line of Hickory Street to the North right-of-way line of North Street; North Street, from the East right-of-way line of Oak Park Avenue to the South line of Lots 5 and 6 in Block 5 in Village of Bremen, aforesaid; South Street, from the East right-of-way line of Oak Park Avenue to the West right-of-way line of 66<sup>th</sup> Court; South Street (Hickory Street), from the West right-of-way line of Oak Park Avenue West to the Southeasterly extension of the West line of Lot A in Subdivision of a part of Block 3 in John M. Rauhoff's Plat of Blocks 1, 2, 3, 4, being a subdivision of part of the South 1/2 of Lots 1 and 2 of the Southwest 1/4 of Section 30 and of part of the North 1/2 of Lot 2 of the Northwest 1/4 of Section 31, Township 36 North, Range 13, East of the Third Principal Meridian; Market Street, from the West right-of-way line of 67<sup>th</sup> Court to a point 400 feet East of the East right-of-way line of 67<sup>th</sup> Court; 67<sup>th</sup> Court, from the South right-of-way line of South Street to the North right-of-way line of 174<sup>th</sup> Place; 175<sup>th</sup> Street, from the East right-of-way line of Oak Park Avenue to a point 125 feet East thereof; 176<sup>th</sup> Street, from the East right-of-way line of Oak Park Avenue to a point 133.65 feet East thereof; 177<sup>th</sup> Street, from a point 155.9 feet West of the West right-of-way line of Oak Park Avenue to a point 133.72 feet East of the East right-of-way line of Oak Park Avenue; 178<sup>th</sup>

Street, from the East right-of-way line of Oak Park Avenue to a point 133.78 feet East of the East right-of-way line of Oak Park Avenue; and 69<sup>th</sup> Avenue, from a point 97.28 feet South of the South right-of-way line of 177th Street to a point 497.28 feet South of the South right-of-way line of 177th Street; all in Cook County, Illinois.

Lots 1, 5, 6, 7 and 8 in Block 5 of McClary's Subdivision of the East 1/2 of the North 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Lot 18, along with the 16-foot wide North/South alley located West of and adjacent to Lot 18, in Nielsen's Subdivision (except the South 200 feet of the West 266 feet) of Block 2 in Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lot 10 (except the North 115 feet thereof as measured along the West line thereof) in Block 4 in Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian; Lots 4, 5, 6, 7 and the North 1/2 of Lot 8 in John M. Rauhoff's Subdivision of part of the South 1/2 of Lots 1 and 2 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, beginning at a point 380 feet South of the Northeast corner of Lot 10 of Block 3 of Christian Andres Subdivision, running thence South on the East line of said Lot 10, 460 feet, thence West 190 feet, thence South 16 feet, thence West 1025 feet, thence North 880.84 feet to the North line of the South 1/2 of Lot 2 of said Southwest 1/4, thence East on the North line of the South 1/2 of Lots 2 and 1 of said Southwest 1/4, 1215 feet to the East line of Lot 10 of Block 3, thence South 391.20 feet to point of beginning; Lot 8 (now part of 173rd Place), Lot 9, Lot 10 (except the West 54 feet thereof) and Lot 11 (except the West 54 feet and South 5 feet thereof) in Andres Subdivision of Lot 9 in Block 3 of Christian Andres Subdivision of part of the South 1/2 of Lot 1 of the Southwest 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; that part of the Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian (including any vacated streets located therein), located East of 66th Court, South of South Street, North of the North line of Kara's Tara Subdivision of parts of Lots 7 and 8 in Village of Bremen, aforesaid, and West of the West line of Double "R" Subdivision of parts of Lots 6, 7 and 8 in Village of Bremen, aforesaid; Lots 8 and 9 in Block 9 in Village of Bremen, aforesaid; Lots 1 and 2 in Stive's Subdivision of the East 120 feet lying West of the East line of Block 9 in Village of Bremen, aforesaid, extended South and North of the North line of Market Street and South of the Southeasterly line of Block 9 in Village of Bremen, aforesaid, in the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; that portion of the West 1/2 of the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian located Southeasterly of the Southeasterly line of Block 9 in Village of Bremen, aforesaid, West of the West line of Stive's Subdivision, aforesaid, and North of the North line of 174th Street (Market Street); Lots A and B in Vandenberg's Subdivision, being a resubdivision of Lot 45 in Vogt's Addition to Tinley Park in the Southeast 1/4 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian, and part of Lot 1 in Block 11 in Village of Bremen, aforesaid, together with that vacated street lying Easterly and adjacent to the North 1/2 of the aforesaid Lot 1; the South 1/2 and the West 25 feet of the North 1/2 of Lot 1, along with the vacated street lying Easterly of the South 1/2 of said Lot 1, the North 1/2 and the West 2.80 feet of the South 1/2 of Lot 2, and Lots 3 and 4, all in Block 11 of the Village of Bremen, aforesaid; Block 14 (except the South 74.5 feet of the West 125 feet and except the North 124.5 feet thereof) in Village of Bremen, aforesaid; Lots 4, 5, 7, 8, 9, 10 and 11, along with the vacated and unvacated 15-foot wide North/South alley located East of and adjacent to Lots 6 through 9, inclusive, along with the vacated and unvacated 13-foot wide alley located South of and adjacent to Lots 4 and 5, all in William Lawrenz Subdivision of Block 13 in Village of Bremen, aforesaid;

P.I.N.s: 28-30-302-013, -017, -018, -019 and -020; 28-30-403-021; 28-30-407-010;

28-30-312-001, -002, -004, -005, -020 and -022; 28-30-411-007, -019, -020, -021, -022, -025 and -026; 28-30-412-019; 28-30-416-006, -007, -009, -012, -017, -019, -020 and -021; 28-30-418-005, -006 and -008; 28-30-419-002, -003, -004, -005, -006, -010 and -011;

Common Addresses: 17226, 17244, 17250, 17256, 17260, 17329 and 17451 South Oak Park Avenue; 17346 South 68th Court; 6875 and 6879 West 173rd Place; 17357 and 17365 South 69th Avenue; 17301 and 17348 South 66th Court; 6700, 6715, 6716, 6721, 6724, 6725, 6726 and 6729 West 174th Street; 17410 South 67th Avenue; 6700, 6712, 6718, 6727 and 6729 West 174th Place; 17228, 17450 and 17454 South 67th Court; 6704, 6708 and 6730 West 175th Street; and 6683 and 6703 West South Street;

Also, Oak Park Avenue, from the Easterly extension of the North line of Lot 1 in Block 5 in McClary's Subdivision, aforesaid, to a line drawn from the Northwest corner of Lot 1 in Boldt's Subdivision of the South 200 feet of the West 266 feet of Block 2 in Village of Bremen, in Sections 30 and 31, Township 36 North, Range 13 East, of the Third Principal Meridian, to the Northeast corner of Lot 3 in Block 5, in McClary's Subdivision of the East 2 of the North 2 of Lot 1 of the Southwest 3 of Section 30, Township 36 North, Range 13, East of the Third Principal Meridian; Oak Park Avenue from a point 115 feet South of the South right-of-way line of Hickory Street (as measured along the East right-of-way line of Oak Park Avenue) to the Northeasterly extension of the South line of Lot 2 in Block 2 in Christian Andres Subdivision, aforesaid; 173rd Place, from the West right-of-way line of 69th Avenue to the West right-of-way line of 68th Avenue; 69th Avenue, from the South right-of-way line of 173rd Place to the Northwesterly right-of-way line of the C.R.I.&P. Railroad; 66th Court, from the North right-of-way line of 174th Street to the Southeasterly right-of-way line of the C.R.I.&P. Railroad; South Street, from the East right-of-way line of 66<sup>th</sup> Court to the Northerly extension of the West line of Double "R" Subdivision, aforesaid; 174th Street, from the Northerly extension of the West Line of Lot 4 in Block 11 of Village of Bremen, aforesaid, to the Southerly extension of the East right-of-way line of 66th Court; 67th Avenue, from the South right-of-way line of 174th Place to the South right-of-way line of 174th Street; 174th Place, from the East right-of-way line of Oak Park Avenue to the Westerly right-of-way line of 67th Avenue (except for that portion located immediately South of and adjacent to Lot 2 (except the West 2.80 feet thereof) in Block 11 in Village of Bremen, aforesaid); 175th Street, from a point 125 feet East of the East right-of-way line of Oak Park Avenue to the Southerly extension of the West line of Lot 12 in William Lawrenz Subdivision of Block 13 in Village of Bremen, aforesaid; and 67th Court, from the Westerly extension of the South line of Lot 6 in William Lawrenz Subdivision of Block 13 in Village of Bremen, aforesaid, to the North right-of-way line of 175th Street.

EXCEPTING THEREFROM the following-described property:

PARCEL 1

Lots 1 through 5, inclusive, in Block 5 in Village of Bremen in Sections 30 and 31, Township 36 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, along with 173rd Street, from the Northerly extension of the West line of Lot 5 in Block 5 in Village of Bremen, aforesaid, to the West right-of-way line of 66th Court, and 66th Court, from the North right-of-way line of 173rd Street to the North right-of-way line of the C.R.I. & P. Railroad.

P.I.N.s: Pt. 28-30-408-001 and 28-30-408-002.

Common Address: 6647 and 6653 West 173<sup>rd</sup> Street, Tinley Park, Illinois.

PARCEL 2:

THE NORTH 45 FEET OF THE PARCEL DESCRIBED AS LOT 8 (EXCEPT THE EAST 48 FEET THEREOF) AND ALL OF LOTS 9 AND 10 IN BLOCK 11 IN BREMEN, IN COOK COUNTY, ILLINOIS, IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 42671 IN BOOK 49 OF MAPS, PAGE 70.

PIN: 28-30-416-015.

Common Address: 17407 South 67th Court, Tinley Park, Illinois 60555.

PARCEL 3:

LOT 1 IN AMERITECH ILLINOIS TINLEY PARK RESUBDIVISION OF LOTS 5, 6, 7 AND THE EAST 48.00 FEET OF LOT 8 IN BLOCK 11 IN BREMEN, IN COOK COUNTY, ILLINOIS, IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 42671 IN BOOK 49 OF MAPS, PAGE 70.

PIN: 28-30-416-023.

Common Address: 6731 West 174<sup>th</sup> Street, Tinley Park, Illinois 60477.



## Memorandum

**To:** Trustee Brian Maher, Finance and Economic Development  
**From:** Ivan Baker  
**Date:** August 26, 2015  
**Subject:** Cook County Class 8 Resolution Request for Tinley Park Apothecary LLC

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### Project:

Tinley Park Apothecary LLC plans to invest at least \$ 200,000 in the purchase and renovation of the Vacant property at 17320 South Oak Park Avenue (PIN 28-30-308-029-1003). The owner will be establishing an independently Retail Pharmacy with services that include compounding, dispensing prescriptions to the public, medication therapy management, immunizations, delivery services, alternative medicine options, and convenience retail. The property has been vacant since January 28, 2011. Taxes on this property are more than double the rate of similar properties in nearby competitive Will County.

### Request:

This Bremen Township property has been vacant for over 4 years, and is eligible for Cook County Class 8 Property Tax reclassification. The Cook County Class 8 program has been established to encourage occupancy of Vacant Buildings, and provide a competitive tax rate. "But for" the Class 8 Reclassification, which will provide a 60 percent savings on commercial property taxes for 10 years, Tinley Park Apothecary LLC cannot establish a competitive tax rate that will result in the location of this new Tinley Park business. This vacant property was purchased for value in June. High taxes were a primary reason for former business closings at this location.

### Incentive Policy Checklist

1. The Project meets the Class 8 recommendation guidelines set in Section D-4 of the approved Incentive Policy -Yes
2. The Class 8 property tax re-classification in the Cook County pre-approved Bremen Township is deemed necessary to make this vacant property marketable and competitive.– Yes
3. The Project meets the Targeted Development Area guideline B-8 in the approved Incentive Policy – Yes

### Benefits

The Project will be an enhancement to the Community by occupying a vacant commercial space in the core of Tinley Park's Downtown Legacy District, and serve a market need for a Compounding Pharmacy with Delivery services.

### ECC Recommendation:

ECC recommends approval of Class 8 designation for this property in the target Bremen Township Downtown Tinley Park area. The Village Board would need to pass a Resolution that supports Class 8 reclassification for 17320 South Oak Park Avenue (PIN 28-30-308-029-1003) prior to final approval by Cook County.

**TINLEY PARK APOTHECARY LLC**

17320 OAK PARK AVE., TINLEY PARK, IL 60477

7/27/2015

Omar Hassad  
Owner/Manager

Wing Yan Lee  
Owner/Member

Kam Leung Lee  
Owner/Manager

Mayor David Seaman  
Village of Tinley Park  
Village Hall  
16250 S. Oak Park Ave., Tinley Park, IL 60477

**Dear Mayor Seaman,**

As proud new owners of the property located at 17320 Oak Park Ave., we intend to use this property for an Independent Retail Pharmacy. We will be providing the utmost care to our valued patients and services including but not limited to compounding, dispensing prescriptions to the public, medication therapy management, immunizations, delivery services, alternative medicine options and front end convenience items. We will strive to promote health awareness with our presence and professional training.

We plan to open early fall 2015 and are eagerly looking forward to becoming a part of the Tinley Park Community. However, in order to meet competition and achieve sales goals, we respectfully request a Cook County Class 8 property tax reclassification.

With this tax reduction, we will be able to open, operate and succeed with Tinley Park Apothecary.

We thank you tremendously for taking a moment to review our request and look forward to a successful future in Tinley Park.

**Tinley Park Apothecary Owners**

**630.865.4467**

**TINLEY PARK APOTHECARY LLC**

17320 Oak Park Ave., Tinley Park, IL 60477

7/27/2015

**Omar Hassad**  
**Owner/Manager**  
8503 Monaghan Dr., Tinley Park, IL 60487

**Wing Yan Lee**  
**Owner/Member**  
8616 Monaghan Dr., Tinley Park, IL 60487

**Kam Leung Lee**  
**Owner/Manager**  
91-14-219<sup>th</sup> St. Queens village NY 11428

As proud new owners of the property located at 17320 Oak Park Ave., we intend to use this property for an Independent Retail Pharmacy. We will be providing the utmost care to our valued patients and services including but not limited to compounding, dispensing prescriptions to the public, medication therapy management, immunizations, delivery services, alternative medicine options and front end convenience items. We will strive to promote health awareness with our presence and professional training.

Sincerely,

Tinley Park Apothecary Management

630.865.4467

[Ohassad1@gmail.com](mailto:Ohassad1@gmail.com)

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made on this \_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and among, THE VILLAGE OF TINLEY PARK ("Licensee"), having an address at 16250 S. Oak Park Ave., Tinley Park, IL 60477, FCA REALTY LLC, a Delaware limited liability company ("FCA"), having an address at 1000 Chrysler Drive, CIMS 480-30-30, Auburn Hills, MI 48326, and BETTENHAUSEN MOTORS SALES, INC., an Illinois corporation ("BMS," together with FCA, "Licensors"), having an address at 17514 South Oak Park Avenue, Tinley Park, IL 60477.

A. FCA is the owner of that certain land and buildings commonly known as 8325 and 8355 W. 159<sup>th</sup> Street, Tinley Park, Illinois (now platted together and known as 8355 W. 159<sup>th</sup> Street, Tinley Park, Illinois) (the "Property"). For purposes of clarity, the building commonly known as 8355 W. 159<sup>th</sup> Street shall be referred to herein as the "Former Dodge Building."

B. BMS has the right to utilize the Property pursuant to that certain (i) Dealer Lease dated December 19, 2013, as amended, and (ii) License Agreement dated June 12, 2014.

C. Licensee has requested, and Licensors have agreed, to permit Licensee and its fire department to enter upon the portion of the Property crosshatched in blue (the "Licensed Area") on Exhibit "A" attached hereto and made a part hereof, which area includes the Former Dodge Building, solely for the purpose set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by reference), mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensors hereby grant a license to Licensee to enter upon and use the Licensed Area, upon the terms, covenants and conditions hereinafter provided:

1. Grant of License. During the period commencing at 6:00 a.m. on August 11, 2015, and continuing until 11:59 p.m. on August 12, 2015, (the "License Period"), Licensors do hereby grant to Licensee a non-exclusive license (the "License") to enter upon and use the Licensed Area, upon the terms and conditions set forth in this Agreement. Licensors may terminate this License at any time upon notice to Licensee.

2. Use. Licensee shall use the Licensed Area solely for the training of its fire department personnel on hose drills, search & rescue procedures (including breaching of interior walls and cutting holes in the roof of the Former Dodge Building), and other related fire rescue techniques, all in accordance with any rules and restrictions imposed by Licensors ("Licensee's Use"); provided, Licensee shall (i) obtain all permits and governmental approvals required in connection therewith, (ii) use the Licensed Area in compliance with any applicable governmental laws, statutes, ordinances, rules, directives, codes or regulations (collectively, "Laws"), (iii) not use any explosives, flammables, theatrical smoke nor conduct any burning within the Licensed Area, (iv) not cause any damage to any building or personal property located outside of the Former Dodge Building, and (v) shall not access the Licensed Area from 159<sup>th</sup> Street, as Licensee may only access the Licensed Area from the curb cuts off of 84<sup>th</sup> Avenue.

3. Hold Harmless. Licensee shall indemnify, defend and hold harmless Licensors and their employees, officers, directors, members, managers, agents, representatives, contractors, subcontractors, successors and assigns (collectively, the "Licensor Indemnitees") from and against any and all suits, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and expert witness fees by reason of actual or alleged bodily harm, wrongful death or any other damages resulting from or arising out of Licensee's breach of its obligations under this Agreement and/or use of the Licensed Area by the Licensee Parties (as defined below) during the License Period. The provisions of this paragraph shall survive the termination of this Agreement.

4. Waiver and Release. Licensee hereby accepts liability for and knowingly and voluntarily waives forever, and does not transfer any rights to its insurers, personal representatives, assigns, heirs or next of kin, any and all liability on the part of, and covenants not to sue or institute any claim of whatever kind against, Licensors, the Licensor Indemnitees, or their insurers, resulting from or arising out of or in connection with use of the Licensed Area or the exercise of any rights granted hereunder.

5. As-Is/Where-As Condition. The Licensed Area is being licensed to Licensee, and Licensee hereby accepts the Licensed Area, in its current AS-IS, WHERE AS condition without any representations and/or warranties whatsoever by Licensors, nor any alterations, improvements, maintenance or repairs whatsoever by Licensors. Licensee and its agents, personnel, volunteer and paid employees, contractors, guests and students (collectively, the "Licensee Parties") shall enter upon the Licensed Area at their own risk and hereby assume all risk of loss resulting from such entry and use.

6. Waiver of Subrogation. Licensee does hereby release and waive, and Licensee shall cause its property insurers to release and waive, all rights of subrogation or recovery against the Licensor Indemnitees with respect to any personal injury (including death) or property damage regardless of cause.

7. Licensee's Insurance. Licensee shall, during the License Period, maintain in full force and effect or cause to be maintained in full force and effect: (i) a policy of general liability insurance (including bodily injury and death) with a combined single limit amount of not less than One Million Dollars (\$1,000,000) per occurrence; (ii) commercial property insurance protecting and indemnifying Licensee against any and all damage to or loss of any automobiles, inventory, personal

property, and equipment on the Licensed Area for their full replacement value without depreciation, which insurance shall be written on an "all risk" special form; and (iii) workers' compensation and employer's liability insurance that shall provide for the statutory workers' compensation benefits and employer's liability limits of not less than One Million Dollars (\$1,000,000). To the extent Licensee is required to indemnify, such insurance policies maintained by Licensee shall name Licensors as additional insureds, and provide that it is primary to and not contributory to any similar insurance policies carried by Licensors. Prior to occupying the Licensed Area, Licensee shall furnish Licensors with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the License Period.

8. Environmental Provisions. Licensee shall defend, indemnify, save and hold harmless the Licensor Indemnitees from and against all claims, penalties, loss, damage, liabilities, actions, causes of action, costs and expenses (including, without limitation, attorney and expert witness fees) resulting from any breach of any Laws, including, without limitation, all Laws pertaining to the protection of health and the environment, arising out of the activities of the Licensee Parties during the License Period.

9. Defaults. In the event of any failure of Licensee to perform any of its obligations under this Agreement, Licensors, or any one of them, may exercise, concurrently or sequentially, all of its remedies at law, equity or by contract with respect to this Agreement, including, without limitation, the right to (a) terminate this Agreement, and (b) cure such default by Licensee, in which event Licensee shall reimburse Licensors upon demand for all sums incurred by Licensors, or any one of them, in connection with such cure, together with interest thereon at the rate of 8% per annum from the due date thereof until paid in full. In the event of any failure by Licensors to perform their obligations under this Agreement, Licensee's sole and exclusive remedy therefor shall be to terminate this Agreement upon written notice to Licensors to that effect.

10. Relationship. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or of landlord and tenant between the parties hereto, it being understood and agreed that nothing contained herein nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee.

11. No Assignment. Licensee shall not assign this Agreement in whole or in part to any party.

12. Enforceability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. Counterparts. This Agreement may be executed in counterparts, which, when combined, shall constitute a binding and legal document. Counterparts executed by facsimile or electronic mail shall have the same effect as originals.

14. Entire Agreement. This Agreement contains and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained herein. All prior understandings, terms or conditions with respect to the matters addressed herein are deemed merged in this Agreement.

15. Notices. Any notice or other communication required by this Agreement to be given to Licensors or Licensee shall be in writing and shall be either (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid and return receipt requested, (iii) sent by a nationally recognized overnight delivery service, in each case addressed as follows, or (iv) sent by facsimile, provided that a facsimile number for the intended recipient is provided below and provided further that one of the other delivery methods identified in clauses (i)-(iii) of this Section 15 is also utilized:

If to Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

If to Licensors: FCA Realty LLC  
1000 Chrysler Drive, CIMS 485-03-20  
Auburn Hills, Michigan 48326-2766  
Attention: Head of FCA Realty LLC  
Facsimile: (248) 512-2083

and

Bettenhausen Motor Sales, Inc.  
17514 South Oak Park Avenue  
Tinley Park, Illinois 60477  
Attention: Michael H. Bettenhausen

With a Copy to:

FCA US LLC  
1000 Chrysler Drive, CIMS 485-13-62  
Auburn Hills, Michigan 48326-2766  
Attention: Counsel, Real Estate  
Office of the General Counsel  
Facsimile: (248) 512-4196

If Licensors, or any one of them, or Licensee shall change its address for the purpose of receipt of notices and other communications under this Agreement, the notice of such change of address shall be given in the manner specified above.

16. Authority. The individual executing this Agreement on behalf of Licensee has the legal power, right and actual authority to bind Licensee to the terms and conditions hereof.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

[Signature Page to License Agreement]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement effective as of the date set forth above.

**LICENSORS:**

FCA REALTY LLC,  
a Delaware limited liability company

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

BETTENHAUSEN MOTOR SALES, INC.,  
an Illinois corporation

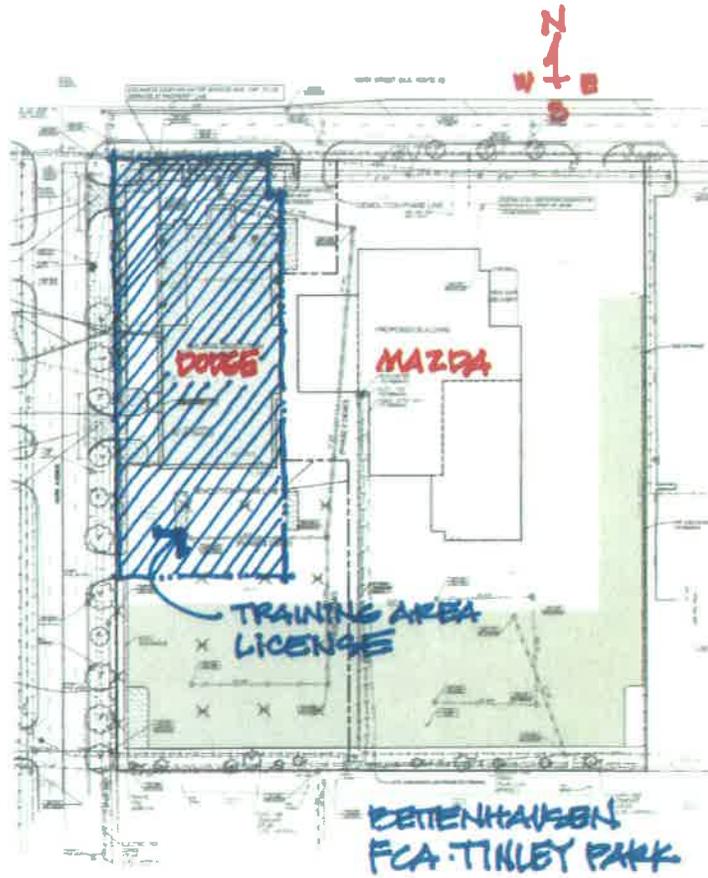
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LICENSEE:**

THE VILLAGE OF TINLEY PARK

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

EXHIBIT A  
LICENSED AREA



**ORDINANCE NO. 2015-O-039**

**AN ORDINANCE REPEALING LONGEVITY PAY  
FOR MAYOR, CLERK AND ELECTED OFFICIALS**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, as follows:

**Section 1:** No elected official of the Village of Tinley Park elected at the general municipal election held in the year 2017 and in each election thereafter shall be entitled to any longevity pay based on length of service as an elected official.

**Section 2:** The changes to compensation herein established for elected officials under this Ordinance shall be effective at the time of commencement of the term of office of each elected official as provided in §31.002 of the Tinley Park Municipal Code whose respective terms of office commenced by virtue of their election or re-election subsequent to the date of adoption of this Ordinance. The changes to compensation established herein shall not apply to any elected official serving when this Ordinance is adopted unless and until such officer is re-elected after the approval of this Ordinance. The compensation for elected officials of the Village of Tinley Park, including any applicable adjustments thereto, shall remain at current rates until this change becomes effective.

**Section 3:** The provisions of Ordinance 2004-O-030 and Ordinance 2008-O-013 in conflict with the provisions of this Ordinance are hereby repealed, however all previously established rates of compensation shall remain in effect until the changes made through this Ordinance become effective.

**Section 4:** This Ordinance shall be in full force and effect from and after its approval and publication as required by law.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
David Seaman, Village President

ATTEST:

\_\_\_\_\_  
Patrick E. Rea, Village Clerk

**ORDINANCE NO. 2015-O-040**

**ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF TINLEY PARK**

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), the Corporate Authorities of the Village of Tinley Park may dispose of personal property owned by the Village when, in the opinion of a simple majority of the Corporate Authorities, such property is no longer necessary or useful to, or for the best interests of, the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, deem it no longer necessary, useful or in the best interests of the Village to retain the surplus personal property in Exhibit A attached.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** That the personal property listed on **Exhibit one (1)** is declared to be surplus personal property because it is no longer useful to the Village.

**Section 2:** That the Village Manager, or his designee, is authorized to dispose of the surplus personal property of the Village in any manner he sees fit.

**Section 3:** That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by the President of the Village of Tinley Park.

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

ATTEST:

By: \_\_\_\_\_  
Village Clerk

# **EXHIBIT 1**

**PUBLIC WORKS**

Vehicle Number	Year	Manufacturer	Vehicle / Equipment Description
37	2001	Dodge	Ram Pick-up
92	2001	Dodge	Ram 3500 Chassis Cab - Dump Truck
87	1994	Ford	Superduty Walk-In Van
32	2001	Dodge	1500 Quad cab, ½ ton pick-up
17M	2000	Ford	Crown Vic
15M	2002	Ford	Crown Vic
2M	2002	Chevy	Blazer
4C	2004	Chevy	Impala
5M	2004	Ford	Taurus
4R	2005	Ford	Crown Vic
11M	2003	Ford	Crown Vic
4S	2005	Chevy	Impala
5B	2005	Ford	Crown Vic
1R	2005	Ford	Crown Vic
19B	2006	Ford	Crown Vic
4M	2005	Chevy	Impala
4A	2006	Ford	Crown Vic
22B	2008	Ford	Crown Vic
14B	2008	Ford	Crown Vic
671	2000	Ford	Crown Vic (Used from PD.)
74	2005	Ford	Explorer
70	2004	Ford	F-250
78Z	2006	Chevy	Impala, 4 door sedan
28	2000	Chrysler	Grand Voyager
116	1996	Ditch Witch	Trencher #IN0801 & Trailer
2R	2003	Ford	Crown Vic
6R	2006	Ford	Crown Vic
8R	2003	Ford	Crown Vic
12R	2006	Ford	Crown Vic

**FIRE DEPARTMENT**

1997	Scotty	Trailer	1SSTT1PT8V1155316
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To: David Niemeyer, Village Manager  
 From: Will Dolan, Robinson Engineering

 Date: June 15, 2015

 Project/Subject: 183<sup>rd</sup> Street & Oak Park Avenue Roundabout

 Project No: 09-391.02

The Village has secured Federal funding (CMAQ) for every phase of engineering, right-of-way (ROW) and construction at 80% Federal/20% Local funding. The Village successfully completed the Phase I Engineering for the roundabout at 183<sup>rd</sup> Street & Oak Park Avenue and received IDOT approval on September 30, 2013. We are currently working on the Phase 2 Engineering (design plans) which includes the Plats and Legals for the ROW acquisition. The final Plats and Legals have been submitted to IDOT for approval, and we are therefore ready to process the ROW Agreements.

The scope of ROW Services includes the necessary ROW documentation, appraisals, negotiations and property purchase.

There are two (2) IDOT Agreements and one (1) Resolution that require Board approval for the ROW Services:

- The Local Agency Agreement, ROW Services, provides for the 80% Federal funding not to exceed \$240,000.
- The Preliminary Engineering Services Agreement, ROW Services, provides for the preparation of the required appraisal, negotiation, and property acquisition with a cost not to exceed \$300,000.
- The Resolution covers the total ROW Services needed in the amount of \$300,000 with \$240,000 (80%) reimbursed by IDOT.

**Programmed Expenses ROW  
Services (80/20)**

<u>Expense Summary</u>	<u>Total Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
FY 2015	\$300,000	\$240,000	\$60,000

**RESOLUTION 2015-R-031**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND 183<sup>RD</sup> STREET**

**WHEREAS**, the Village of Tinley Park has determined that there is a need to reconstruct the intersection of Oak Park Avenue and 183<sup>rd</sup> Street; and

**WHEREAS**, Design Approval for the project was obtained from the Illinois Department of Transportation (IDOT) on September 30, 2013; and

**WHEREAS**, the project has been approved by the Chicago Metropolitan Agency for Planning (CMAP) to receive Congestion Mitigation and Air Quality (CMAQ) funds for Right-of-Way (ROW) Engineering costs in the amount of a Federal share of \$240,000.00 and a Local Match of \$60,000.00; and

**WHEREAS**, in order to obligate Federal funding of local highway improvements, the Village of Tinley Park is required, under IDOT policies, to enter into a Local Agency Agreement for Federal Participation for the funding of said local improvements, and

**WHEREAS**, the attached Local Agency Agreement for Federal Participation between the State of Illinois and the Village of Tinley Park defines the Local Agency participation in the improvement and the estimated local share of the cost of the improvements; said agreement attached hereto and hereby made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village of Tinley Park that the attached Local Agency Agreement for Federal Participation is hereby approved and that there is hereby appropriated the sum of three hundred thousand dollars (\$300,000.00) from the Village General Fund, of which two hundred forty thousand dollars (\$240,000.00) will be reimbursed to the Village of Tinley Park by the State of Illinois; and

**BE IT FURTHER RESOLVED**, that this project is hereby designated as Village Section Number 10-00109-00-CH, State Job Number R-90-015-14, and Federal Project Number CMM-4003(317); and

**BE IT FURTHER RESOLVED**, that the Village President is hereby authorized to execute said Agreement.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015, with \_\_\_\_\_ members voting aye, \_\_\_\_\_ members voting nay, the Village President \_\_\_\_\_ voting, and with \_\_\_\_\_ members absent, said vote being:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2015

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

(SEAL)

ATTEST:

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

**EXHIBIT 1**

**AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)  
FOR A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION  
RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND  
183<sup>RD</sup> STREET**

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency Village of Tinley Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 10-00109-00-CH	Fund Type STA	ITEP, SRTS, or HSIP Number(s)		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R90-015-14	CMM-4003(317)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name Oak Park Avenue Route FAU 2774 Length 0.50 mi.  
Termini at 183<sup>rd</sup> Street (FAU 1622)

Current Jurisdiction Local & State TIP Number 07-10-0001 Existing Structure No N/A

**Project Description**

Right-of-way appraisals, negotiations and acquisitions for the reconstruction of the signalized intersection to a roundabout.

**Division of Cost**

Type of Work	CMAQ	%	STATE	%	LPA	%	Total
Participating Construction	( )	( )	( )	( )	( )	( )	
Non-Participating Construction	( )	( )	( )	( )	( )	( )	
Preliminary Engineering	( )	( )	( )	( )	( )	( )	
Construction Engineering	( )	( )	( )	( )	( )	( )	
Right of Way	240,000	( * )	( )	( )	60,000	( Bal )	300,000
Railroads	( )	( )	( )	( )	( )	( )	
Utilities	( )	( )	( )	( )	( )	( )	
Materials	( )	( )	( )	( )	( )	( )	
<b>TOTAL</b>	<b>\$ 240,000</b>		<b>\$</b>		<b>\$ 60,000</b>		<b>\$ 300,000</b>

\*Maximum CMAQ participation 80% not to exceed \$240,000.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (required for State-let contracts only)

**Method of Financing (State Contract Work Only)**

METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_  
METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
METHOD C---LPA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

(27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### **THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### **IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LPA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the **STATE** is reimbursing the **LPA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – LPA Appropriation Resolution

(Insert Addendum numbers and titles as applicable)

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The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

\_\_\_\_\_  
David G. Seaman

Name of Official (Print or Type Name)

\_\_\_\_\_  
Acting Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is 36-6006127 conducting business as a Governmental Entity.

DUNS Number 079739873

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
William M. Barnes, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Ofcarcik, Acting Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the **LPA** signature is by an **APPOINTED** official, a resolution authorizing said appointed official to execute this agreement is required.

To: David Niemeyer, Village Manager  
 From: Will Dolan, Robinson Engineering

 Date: June 15, 2015

 Project/Subject: 183<sup>rd</sup> Street & Oak Park Avenue Roundabout

 Project No: 09-391.02

The Village has secured Federal funding (CMAQ) for every phase of engineering, right-of-way (ROW) and construction at 80% Federal/20% Local funding. The Village successfully completed the Phase I Engineering for the roundabout at 183<sup>rd</sup> Street & Oak Park Avenue and received IDOT approval on September 30, 2013. We are currently working on the Phase 2 Engineering (design plans) which includes the Plats and Legals for the ROW acquisition. The final Plats and Legals have been submitted to IDOT for approval, and we are therefore ready to process the ROW Agreements.

The scope of ROW Services includes the necessary ROW documentation, appraisals, negotiations and property purchase.

There are two (2) IDOT Agreements and one (1) Resolution that require Board approval for the ROW Services:

- The Local Agency Agreement, ROW Services, provides for the 80% Federal funding not to exceed \$240,000.
- The Preliminary Engineering Services Agreement, ROW Services, provides for the preparation of the required appraisal, negotiation, and property acquisition with a cost not to exceed \$300,000.
- The Resolution covers the total ROW Services needed in the amount of \$300,000 with \$240,000 (80%) reimbursed by IDOT.

<b>Programmed Expenses ROW Services (80/20)</b>			
<b>Expense Summary</b>	<b>Total Cost</b>	<b>Federal Share</b>	<b>Local Share</b>
FY 2015	\$300,000	\$240,000	\$60,000

**RESOLUTION NO. 2015-R-032**

A RESOLUTION APPROVING A PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD. RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND 183<sup>RD</sup> STREET

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

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Agreement with Robinson Engineering, a true and correct copy of such Engineering 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 \_\_\_ day of \_\_\_\_\_, 2015, by the Corporate Authorities of the Village of Tinley Park  
on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the President of the Village of Tinley Park.

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

**ATTEST:**

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

**EXHIBIT 1**

PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION  
BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING, LTD.  
RELATED TO THE PROPOSED ROUNDABOUT AT OAK PARK AVENUE AND 183<sup>RD</sup> STREET

Local Agency Village of Tinley Park	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant
County Cook				Robinson Engineering, Ltd.
Section 10-00109-00-CH				Address 17000 South Park Avenue
Project No. CMM-4003(317)				City South Holland
Job No. R90-015-14				State IL
Contact Name/Phone/E-mail Address Dale Schepers, Director of Public Works (708) 444-5510 dschepers@tinleypark.org				Zip Code 60473

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Oak Park Avenue Route FAU 2774 Length 0.50 mi. Structure No. N/A

Termini 183<sup>rd</sup> Street (FAU 1622)

Description Replacement of the signalized intersection of Oak Park Avenue and 183<sup>rd</sup> Street with a roundabout. Construction to include pavement reconstruction, excavation, grading, HMA base course, HMA paving, landscape restoration, drainage system, street lighting and other appurtenant work.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 500 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                  CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                  CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate               (Pay per element)

Lump Sum                  \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.









**Exhibit A - Preliminary Engineering**

Route: Oak Park Avenue & 183rd Street Roundabout  
 Local Agency Village of Tinley Park  
 Section: 10-00709-00-CH  
 Project: CMM-4003(317)  
 Job No.: R-90-015-14

Overhead + Burden Rate 160.22%  
 Complexity Factor 0.00  
 Calendar Days 500  
 Overhead + Burden Rate 160.22%

Method of Compensation:  
 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]  
 [(2.8 + R)DL] + IHDC

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Man-hours	Payroll Rate	Payroll Costs	Overhead & Burden	Service By Others	In-House Direct Cost	Fixed Fee	Total	% of Grand Total
<b>RIGHT OF WAY SERVICES</b>									
General Administration	202	\$41.22	\$8,327	\$13,341			\$3,141.80	\$24,809	8.27%
Field Services	40	\$30.58	\$1,223	\$1,960			\$461.54	\$3,645	1.21%
Specialty Report	174	\$34.91	\$6,074	\$9,732			\$2,291.90	\$18,098	6.03%
QC/QA	24	\$45.04	\$1,081	\$1,732			\$407.90	\$3,221	1.07%
Right of Way Acquisition						\$181,000		\$181,000	60.34%
Mathewson Right of Way Company - 1					\$69,200			\$69,200	23.07%
								\$0	0.00%
								\$0	0.00%
								\$0	0.00%
<b>Totals</b>	<b>440</b>	<b>\$37.97</b>	<b>\$ 16,705</b>	<b>\$ 26,765</b>	<b>\$ 69,200</b>	<b>\$ 181,000</b>	<b>\$ 6,303</b>	<b>\$ 299,973</b>	<b>100.00%</b>

ASSUMPTIONS:  
 1) Services by Others = Mathewson Right of Way Company - Appraisals and Negotiation

**COMMENTS FROM  
BOARD & STAFF**

**COMMENTS FROM  
THE PUBLIC**

## ITEM # 16

**ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE FOLLOWING:**

*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 MIUTES OF THE CLOSED MEETING.*

**ADJOURNMENT**