

8:00 P.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

**ITEM #1 PUBLIC HEARING ON ANNEXATION AGREEMENT – 8045 S. 80TH AVENUE**

**MOTION TO OPEN PUBLIC HEARING**

**SUBJECT:** HOLD A PUBLIC HEARING TO CONSIDER AN ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT 8045 S. 185TH AVENUE FOR AN EXPANSION TO AN EXISTING AUTOMOBILE SERVICE STATION (SPEEDWAY) – **Trustee Younker**

**ACTION:** Discussion: Speedway proposes to develop approximately 1.5 acres of vacant, unincorporated property at 8045 W. 185th Street, in order to expand the number of automobile service pumps and make related site improvements at the existing Speedway service station at 18460 S. 80th Avenue. The property is currently owned by Green Wave Capital Corporation and is under contract with Speedway. In order to facilitate this expansion, the vacant property requires annexation into the Village, along with an agreement detailing the terms of the development. The proposed site improvements are in addition to the existing, incorporated 3.84 acres currently used as a Speedway gas station, convenience store, and car wash. The proposed annexation agreement contains provisions relating to the following matters and such additional matters that may arise as a result of this public hearing:

1. Annexation of the Subject Property.
2. Rezoning of the Subject Property upon annexation from R-1 Single-Family Residential District to the M-1 General Manufacturing Zoning District under the Tinley Park Zoning Ordinance.
3. Terms relating to the development of the Subject Property as part of the expansion of the existing Speedway automobile service station and convenience store, including but not limited to a prohibition on video gaming at the service station as expanded.
4. Contributions to be made by the Developer and recapture payments to be paid by the Developer.
5. Stormwater retention/detention and storm sewer requirements.
6. Granting of necessary easements.
7. Installation of public sidewalks at the perimeter of the property.
8. Term of the Agreement is 20 years.
9. Provision for installation of necessary utilities.
10. Reimbursement to Village of certain fees and expenses.
11. Approval of landscaping and signage.
12. Other miscellaneous provisions.

This public hearing may be continued from time to time without further notice except as otherwise required by the Illinois Open Meetings Act. A draft of the proposed annexation agreement is on file and available for public inspection at the Village Hall.

**MOTION TO CLOSE THE PUBLIC HEARING**

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

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

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

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR VILLAGE BOARD MEETING HELD ON OCTOBER 20, 2015.

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

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

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER REQUEST FROM PARK LAWN TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY, APRIL 15, 2016 AND SATURDAY, APRIL 16, 2016 AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- B. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,486,945.08 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 23 AND OCTOBER 30, 2015.

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

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

SUBJECT: CONSIDER RECOGNIZING THE STUDENTS INVOLVED IN THE 2015 “YOUTH IN GOVERNMENT” PROGRAM – **Trustee Younker**

ACTION: Discussion: The following students participated in the 2015 “Youth In Government” program sponsored by the Village of Tinley Park Community Resource Commission:

**Tinley Park High School**

Julia Beck  
Mary O’Brien  
Pat Nolan  
Sarah Alderson  
Kaizha King  
Abigail Zatkalik  
Casey Weisfuss  
Abbey Ragan  
Amanda Ashmus

**Lincoln Way North High School**

Hunter Sweeney  
Rebecca Ebeling  
Olivia Mergenthaler  
Ryan Murphy

**Andrew High School**

Marisa Riccelli  
Russ Carano  
Tommy Laka  
Riley Flynn

**Homeschool**

Joe DeNova

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

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**ITEM #6**

**SUBJECT:** CONSIDER THE ADOPTION OF RESOLUTION 2015-R-040 APPROVING AN ANNEXATION AGREEMENT WITH GREEN WAVE CAPITAL CORPORATION AND SPEEDWAY FOR THE DEVELOPMENT OF AN EXPANDED AUTOMOBILE SERVICE STATION AND ANNEXATION OF PROPERTY LOCATED AT 8045 W. 185TH STREET – **Trustee Younker**

**ACTION:** Discussion: Speedway proposes to develop approximately 1.5 acres of vacant, unincorporated property at 8045 W. 185th Street, in order to expand the number of automobile service pumps and make related site improvements at the existing Speedway gas station at 18460 S. 80th Avenue. In order to facilitate this expansion, the vacant property requires annexation into the Village and an agreement detailing the terms of the development. The proposed site improvements are an addition to the existing, incorporated 3.84 acres used as a Speedway gas station, convenience store, and car wash.

A draft of the proposed annexation agreement has been on file and available for public inspection at the Village Hall, 16250 S. Oak Park Avenue, since October 15, 2015. The matters to be included in the annexation agreement shall include but are not limited to the following:

1. Annexation of the Subject Property.
2. Rezoning of the Subject Property upon annexation from R-1 Single-Family Residential District to the M-1 General Manufacturing Zoning District under the Tinley Park Zoning Ordinance.
3. Terms relating to the development of the Subject Property as part of the expansion of the existing Speedway automobile service station and convenience store, including but not limited to a prohibition on video gaming at the service station as expanded.
4. Contributions to be made by the Developer and recapture payments to be paid by the Developer.
5. Stormwater retention/detention and storm sewer requirements.
6. Granting of necessary easements.
7. Installation of public sidewalks at the perimeter of the property.
8. Term of the Agreement is 20 years.
9. Provision for installation of necessary utilities.
10. Reimbursement to Village of certain fees and expenses.
11. Approval of landscaping and signage.
12. Other miscellaneous provisions.

The Village Attorney and Village Engineer have reviewed the proposed agreement and have found it to be acceptable. A public hearing on the Agreement has been duly noticed for the November 3, 2015 regular Village Board meeting. **This Resolution is eligible for adoption.**

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

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**ITEM #7**

SUBJECT: CONSIDER THE ADOPTION OF ORDINANCE 2015-O-048 ANNEXING PROPERTY LOCATED AT 8045 W. 185TH STREET FOR THE SPEEDWAY EXPANSION PROJECT – **Trustee Younker**

ACTION: Discussion: Greenwave Capital Corporation submitted a petition for annexation of a 1.5 acre portion of the property located at 8045 W. 185th Street (PIN: Part of 19-09-02-200-014-0000) in coordination with an Annexation Agreement that is under consideration by the Village Board. The property is not wholly bound by the Village of Tinley Park, however the annexation is at the request of the property owner. Notice of the pending annexation has been sent to the Mokena Community Public Library District and also to Frankfort Township Highway Department. The property is not located in a fire protection district. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER THE ADOPTION OF ORDINANCE NUMBER 2015-O-049 REZONING UPON ANNEXATION OF PROPERTY LOCATED AT 8045 W. 185TH STREET FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO M-1 GENERAL MANUFACTURING ZONING DISTRICT – **Trustee Younker**

ACTION: Discussion: Speedway with approval from the property owner, Greenwave Capital Corporation, has submitted a petition requesting rezoning of a 1.5 acre portion of the property located at 8045 W. 185th Street (PIN: Part of 19-09-02-200-014-0000) in accordance with the Annexation Agreement. A public hearing on the rezoning was held at the Plan Commission on September 3, 2015 and findings of fact were made regarding the rezoning. On a vote of 7-0, the Plan Commission recommended approving the rezoning to the Village Board. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER THE ADOPTION OF ORDINANCE NUMBER 2015-O-050 GRANTING A SPECIAL USE PERMIT FOR A SUBSTANTIAL DEVIATION FROM THE TINLEY CROSSING CORPORATE CENTER PLANNED UNIT DEVELOPMENT TO SPEEDWAY FOR PROPERTIES LOCATED AT 18460 S. 80TH AVENUE AND 8045 W. 185TH STREET – **Trustee Younker**

ACTION: Discussion: The Applicant, Speedway seeks approval for a Special Use Permit for a Substantial Deviation from the approved Tinley Crossings Corporate Center Planned Unit Development with exceptions from the Village Zoning Ordinance as noted below. This substantial deviation is required in order to formally amend the Planned Unit Development to include the previously unincorporated property and to expand the proposed Speedway Automobile Service station.

Exceptions to the Zoning Ordinance requirements within this PUD include:

1. Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required)
2. Lot depth minimum for the M-1 District (180’ provided; 200’ required)
3. Front yard setback for the Urban Design Overlay District (54’ provided; 20’ maximum)

The Plan Commission recommends the Special Use for a Substantial Deviation be approved with the following conditions, which must be satisfied prior to issuance of a Certificate of Occupancy:

1. Final Landscape Plan Approval;
2. Final Sign Plan Approval;
3. Withdrawal of State Gaming License for Video Gaming by Speedway for this location; and
4. No future application for Video Gaming for this location.

All the foregoing approvals are subject to the precondition of annexation by the Village of the 8405 W. 185th Street parcel.

The Plan Commission held a public hearing on September 3, 2015 and recommended approval of the Special Use Permit based on findings of fact, with conditions and exceptions to the PUD, on a vote of 7-0. **This Ordinance is eligible for adoption.**

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

SUBJECT: CONSIDER THE ADOPTION OF RESOLUTION 2015-R-041 APPROVING A FINAL PLAT OF SUBDIVISION (CONSOLIDATION) FOR THE PROPERTIES LOCATED AT 8045 W. 185TH STREET AND 18460 S. 80TH AVENUE – SPEEDWAY EXPANSION – **Trustee Younker**

ACTION: Discussion: Speedway seeks approval for a Final Plat of Subdivision (Consolidation), for property located at 8045 W. 185th Street and 18460 S. 80th Avenue. The Plat approval is requested to facilitate consolidation of parcels necessary for the construction of an expanded Speedway automobile service station. The Plat formally combines the two separate parcels into one larger lot and also provides for easements. The Plan Commission reviewed the Plat of Subdivision (Consolidation) and recommended approval. The Village Attorney and Village Engineer have also reviewed the plat and find it to be acceptable. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER THE ADOPTION OF RESOLUTION NUMBER 2015-R-037 APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT WITH STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18556, AT 7777 W 159TH STREET WITHIN THE B-3 GENERAL BUSINESS DISTRICT – **Trustee Vandenberg**

ACTION: Discussion: The Village Board approved a Special Use for Dreamland Academy on August 18, 2015. The Special Use Permit was conditioned upon the property owner, Standard Bank and Trust Company as Trustee for Trust Number 18586, agreeing to provide a public sidewalk easement for the portions of the public sidewalk located on private property and also formalizing cross access. The easements are necessary because portions of the public sidewalk along 159th Street currently exist on private property and there is also a need to ensure public cross access between this property and the property to the east. The agreement has been reviewed by the Village Engineer and the Village Attorney who finds it acceptable. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #12**

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NUMBER 2015-R-038 APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT WITH BRIXMOR/IA TINLEY PARK PLAZA LLC FOR PROPERTY NEAR 15903-15915 S. HARLEM AVENUE WITHIN THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT – **Trustee Vandenberg**

ACTION: Discussion: The Village Board approved a Special Use Amendment to the Tinley Park Plaza Planned Unit Development on June 16, 2015. The Special Use Permit was conditioned upon the property owner, Brixmor, agreeing to provide a public sidewalk easement for the portions of the public sidewalk located on private property and also formalizing cross access. The easements and agreement are necessary because portions of the public sidewalk along Harlem Avenue are proposed to be constructed on private property to accommodate the location of stormwater facilities. There is also cross access occurring between the property to the north and the subject property that requires a more formal agreement. The easement and agreement have been reviewed by the Village Engineer and the Village Attorney who find them acceptable. **This Resolution is eligible for adoption.**

COMMENTS: \_\_\_\_\_  
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**ITEM #13**

SUBJECT: CONSIDER THE ADOPTION OF RESOLUTION NUMBER 2015-R-044 ACCEPTING A PLAT OF VACATION OF A PUBLIC UTILITY EASEMENT FROM BRIXMOR/IA TINLEY PARK PLAZA LLC FOR PROPERTY NEAR 15903-15915 S. HARLEM AVENUE WITHIN THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT – **Trustee Vandenberg**

Discussion: The Village Board approved a Special Use/Amendment to the Tinley Park Plaza Planned Unit Development on June 16, 2015. In order to facilitate the development of an outlot building; an existing utility easement must be vacated because it is located where the new building is proposed. The proposed plat has been reviewed by the Village Engineer and the Village Attorney and found to be acceptable. **This Resolution is eligible for adoption.**

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

SUBJECT: CONSIDER THE ADOPTION OF RESOLUTION NUMBER 2015-O-035 APPROVING AND ACCEPTING A PLAT OF PUBLIC UTILITY EASEMENT AND CROSS ACCESS WITH RBT INDUSTRIES, DOING BUSINESS AS, THE GREAT ESCAPE AT 17231 S. LAGRANGE ROAD WITHIN THE B-3 GENERAL BUSINESS DISTRICT – **Trustee Vandenberg**

ACTION: Discussion: Barry Pol, owner of RBT Industries, doing business as, The Great Escape, requests consideration of a plat that grants a public utility easement for a water main and formalizes cross access easements for the property located at 17231 S. LaGrange Road. The utility easement is required to implement the approved site plan and utilities plans. Properties fronting LaGrange Road are required to provide cross access to neighboring properties as a measure of improving access management. The plat has been reviewed by the Village Engineer and the Village Attorney who find it acceptable. **This Resolution is eligible adoption.**

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

SUBJECT: CONSIDER ORDINANCE 2015-O-051 GRANTING A SPECIAL USE FOR CERTAIN PROPERTY LOCATED AT 16189 S. HARLEM AVENUE – PLANET FITNESS– **Trustee Vandenberg**

ACTION: The Applicant, PF Tinley Park, LLC, doing business as Planet Fitness, seeks approval to operate an indoor commercial recreation facility that is greater than 3,500 square feet. Larger indoor commercial recreation facilities require Special Use approval by the Village due to their impact on parking in shopping centers and certain off-site impacts. Planet Fitness will occupy approximately 23,000 square feet of currently vacant retail space within the shopping center plaza and proposes an extensive indoor build-out. The Plan Commission held a public hearing on October 15, 2015 and voted 9-0 in favor of recommending the Special Use Permit, based upon findings of fact as presented by the petitioner and discussed at the meeting, with the following conditions:

1. The dumpster is located in the loading dock area or within a dumpster enclosure; and
2. Landscaping is provided at the front façade of Planet Fitness.

Due to a very aggressive construction schedule and a desire to be open before the holidays and the New Year’s resolution season, Planet Fitness requests a waiving of first reading so that they can begin construction. **If first reading is waived, this Ordinance is eligible for adoption.**

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

**SUBJECT:** CONSIDER RESOLUTION 2015-R-045 URGING ILLINOIS STATE LEADERS TO RELEASE NON-GENERAL FUND REVENUES PAYABLE TO LOCAL GOVERNMENTS – **Trustee Maher**

**ACTION:** Discussion: The Village joins other municipalities in the Illinois in urging State Leaders to release non-general fund revenues payable to local governments. The absence of a budget in the State has resulted in the state withholding over \$150 million in revenue owed to municipal governments for lack of appropriation authority. Critical local services, such as road construction, maintenance, and repair will remain underfunded until state leaders take action to release local Motor Fuel Tax Funds to municipalities. Many municipalities rely on state distributions of local revenue to fund their 9-1-1 service centers and, without these funds, the effectiveness of emergency services to reach citizens will be in peril. Municipal budgets and basic services will be negatively impacted without the release of revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Video Gaming Distributive Fund and casino gaming. If adopted this Resolution will be forwarded to the Governor, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, our local legislators and the Illinois Municipal League. **If first reading is waived this Resolution is eligible for adoption.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM #17**

**SUBJECT:** CONSIDER THE ADOPTION OF RESOLUTION NUMBER 2015-R-043 AUTHORIZING A DEMOLITION/REIMBURSEMENT AGREEMENT WITH TINLEY PARK PLACE, LLC FOR THE PROPERTY LOCATED AT 6724 NORTH STREET – **Trustee Maher**

**ACTION:** Discussion: In 2011, the Village of Tinley Park entered into a demolition reimbursement agreement with Tinley Park Place, LLC as the owners, or beneficial owners, of 6712 and 6742 North Street to reimburse the costs for demolition of the vacant structures on those properties. That agreement also contemplated the possibility for similar reimbursements for the demolition of certain additional properties under the ownership or control of Tinley Park Place, LLC including 6706, 6724, and 6730 North Street. The current Agreement specifically addresses the demolition of 6724 North Street and will provide for a reimbursement of \$15,500. The Agreement will be filed as a lien against the property. Should the property be sold, the Village would be eligible to recoup this amount from the proceeds of the sale. The demolition expenses are a TIF eligible cost and there are sufficient funds available in the Main Street South TIF to satisfy this agreement. This item was discussed and recommended for approval at the Committee of the Whole meeting held on October 13, 2015. **This Resolution is eligible for adoption.**

**COMMENTS:** \_\_\_\_\_  
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**ITEM #18**

SUBJECT: CONSIDER A MOTION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND EHLERS & ASSOCIATES, INC. TO RESEARCH THE ESTABLISHMENT OF A TIF DISTRICT FOR THE FORMER PANDUIT LEGACY DISTRICT IN THE AMOUNT OF \$30,000- **Trustee Maher**

ACTION: Discussion - This agreement will provide for professional services for a TIF Eligibility Study, Redevelopment Plan, and Qualifications to assist the Village of Tinley Park in the development of a Tax Increment Financing District for the former Panduit Legacy Site at 175th and Ridgeland Avenue. The initial phase of the agreement provides for a TIF feasibility study which will enable the Village Board to determine if they wish to implement the TIF district. If the Village does not proceed, the contract will end at the feasibility stage with no further commitment of the Village. Funds for this professional service agreement have been allocated in the FY 2016 Village Budget. This agreement was discussed at the Joint Finance & Development and Planning & Zoning Committee held on October 27, 2015 and recommended for approval. **Consider a motion authorizing the Mayor and Clerk to enter into this agreement on behalf of the Village.**

COMMENTS: \_\_\_\_\_  
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**ITEM #19**

SUBJECT: CONSIDER THE ADOPTION OF RESOLUTION NO. 2015-R-039 APPROVING A CHANGE ORDER WITH FOX VALLEY FIRE AND SAFETY FOR UPGRADE OF THE VILLAGE’S RADIO FIRE ALARM NETWORK – **Trustee Grady**

ACTION: Discussion: During Fiscal Year 2008, the Village began operating its wireless radio fire alarm program, utilizing radio transmitters, instead of hard line telephone lines. The wireless network has proven to be more reliable and cost effective for business owners and the Village. In 2012, the original five year maintenance agreement with Fox Valley Fire and Safety (service provider) expired and the Village competitively bid the program. Fox Valley was identified as the lowest responsive and responsible bidder under that process. Recently, the Village was notified that some of the radio equipment would no longer be supported by the manufacturer due to its age. The proposed change order will provide for the upgrade of the equipment to the most recent version and will also allow the Village increased remote monitoring functions. The Village finds the following related to the change order:

- The circumstances necessitating the change order were not reasonably foreseeable at the time the contract was signed;
- The changes effected by the change order are germane to the original contract as signed; and
- The changes effected by the change order are in the best interests of the Village and are authorized by law.

Funds for this expenditure are included in the current fiscal year budget. This item was discussed at the Public Safety Committee meeting held on October 6, 2015. Consider approval of Resolution number 2015-R-039 approving a change order with Fox Valley Fire and Safety for an upgrade of the Village’s radio fire alarm network in an amount not to exceed \$27,900. **This Resolution is eligible for adoption.**

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

**SUBJECT:** CONSIDER AWARDING A CONTRACT TO FOUNDATION MECHANICS OF CHICAGO, ILLINOIS FOR THE GAYNELLE BRIDGE WING WALL STABILIZATION PROJECT – **Trustee Younker**

**ACTION:** Discussion: The Gaynelle Bridge Structure is located a quarter mile south of 167th Street on Gaynelle Road. The structure was constructed in 1968 and is currently rated in overall good condition. However, the wing walls at the four corners have rotated out of the plumb position in varying amounts. In order to maintain the structural integrity of the bridge, the Village will contract for the necessary work to stabilize the wing walls and further prevent any rotational movement. This project was advertised in accordance with State bidding laws. The Village received one (1) sealed bid which was publicly read allowed on Thursday, October 28, 2015, as follows:

Company	Bid Amount
Foundation Mechanics, Chicago, Illinois	\$158,264
Budgeted Amount	\$175,000

Upon review of the bid, the Village Engineer has deemed Foundation Mechanics to be the lowest responsive and responsible proposer. The Village has \$175,000 budgeted in the current fiscal year for this project. This item was discussed at the Public Works Committee held on October 6, 2015. **Consider awarding a contract to Foundation Mechanics of Chicago, Illinois for the Gaynelle Bridge Wing Wall Stabilization Project in an amount not to exceed \$158,264.**

COMMENTS: \_\_\_\_\_  
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**ITEM #21**

**SUBJECT:** CONSIDER APPROVAL OF A PROFESSIONAL SERVICE CONTRACT WITH SIKICH TO FACILITATE A STRATEGIC PLANNING PROCESS – **Trustee Brady**

**ACTION:** Discussion: Earlier this year, the Village issued a Request for Qualifications related to facilitation of a strategic planning process for the Village. The Village received proposals from qualified firms and interviewed all four (4) firms that submitted a proposal. At the conclusion of the interview process, it was determined that Sikich would provide the highest quality service to the Village. Key aspects of the strategic planning process will include, but are not limited to, the following:

- Facilitation of Focus Groups prior to the strategic planning event;
- Review of Village survey data; and
- Facilitation of the strategic planning event with the Village Board.

Funds are budgeted in the current fiscal year budget for this expenditure. This item was discussed at the Budget & Administration Committee held prior to the Village Board meeting. **If recommended for approval, consider approval of a Professional Service contract with Sikich to facilitate a strategic planning process at a not to exceed cost of \$29,975.**

COMMENTS: \_\_\_\_\_  
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**ITEM #22**

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

COMMENTS: \_\_\_\_\_  
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**ITEM #23**

**SUBJECT:** RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS: \_\_\_\_\_  
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**ITEM #24**

**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

**RESOLUTION NO. 2015-R-040**

**RESOLUTION APPROVING AN ANNEXATION AGREEMENT WITH GREEN WAVE CAPITAL CORPORATION AND SPEEDWAY EAT, LLC FOR THE DEVELOPMENT OF AN EXPANDED AUTOMOBILE SERVICE STATION AND ANNEXATION OF PROPERTY LOCATED AT 8045 W. 185<sup>TH</sup> STREET**

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

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

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

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

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

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

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

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

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

**ADOPTED** this \_\_\_\_ 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

**DRAFT 10-21-29-15**

**ANNEXATION AGREEMENT – GREEN WAVE CAPITAL  
CORPORATION/SPEEDWAY EAT, LLC**

**INTRODUCTION**

This Annexation Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the VILLAGE OF TINLEY PARK, Illinois, an Illinois municipal corporation (hereinafter referred to as the “Village”), GREEN WAVE CAPITAL CORPORATION, an Illinois Corporation (“Owner”) and SPEEDWAY EAT, LLC, a Delaware limited liability company (“Speedway EAT”).

1. The Property subject to this Agreement and legal title to which is currently vested in Owner (excepting such portion as is dedicated to the public), is legally described in Exhibit A attached hereto and made a part hereof. Said property is hereinafter referred to as the “Subject Property”.

2. PIN 19-09-02-200-014, of which the Subject Property is currently a part, was recently divided by Will County pursuant to a Division Petition filed by Owner with Will County. Only the Subject Property legally described above is being annexed and is subject to this Agreement; the remainder of the current PIN is remaining in Will County.

3. The Subject Property contains approximately 1.51 acres and is contiguous with the Village of Tinley Park.

4. The Village has previously entered into a “Development Agreement – Mark Vandenberg – Tinley Crossings Corporate Center Planned Unit Development” dated February 24, 1998 (the “Original Development Agreement”), relative to development of approximately 165 acres of property located generally in the area of 183<sup>rd</sup> Street and 80<sup>th</sup> Avenue (the “Original Property”).

**DRAFT 10-2129-15**

5. The Original Development Agreement called for the Original Property to be developed by the then-owner of the entire Original Property for an office/industrial/corporate center, with underlying zoning of M-1 General Manufacturing District – Planned Development, under a planned unit development known as “Tinley Crossings Corporate Center Planned Unit Development” (the “Tinley Crossings PUD”) approved by the Village on February 24, 1998, in Ordinance No. 98-O-007, and as subsequently amended on March 16, 1999 in Ordinance No. 99-O-018.

6. The Original Development Agreement and Tinley Crossings PUD authorized the most easterly 12 acres of the Original Property to be developed with ancillary business services, including, but not limited to “retail convenience (or variety) stores with or without gas pumps.”

7. A portion of the easterly 12 acres was developed as a gas station facility and, pursuant to the First Amendment to the Original Development Agreement, as a car wash (collectively, the existing gas station facility and car wash shall be referred to herein as the “Existing Gas Station Facility”).

8. Speedway EAT, LLC (~~Speedway EAT~~), the current owner of the Existing Gas Station Facility has entered into a purchase agreement to purchase the Subject Property from Owner upon its annexation.

9. The Subject Property is proposed to be annexed into the Village, rezoned, and consolidated with the Existing Gas Station Facility within the Tinley Crossings PUD in order to expand the Existing Gas Station Facility owned by Speedway EAT. Upon annexation, rezoning, consolidation and approval of an amendment to the Tinley Crossings PUD, the Existing Gas Station Facility will be expanded onto the Subject Property. Collectively, the Existing Gas Station Facility and Subject Property shall be referred to herein as the Expanded Gas Station

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Facility. The properties comprising the Expanded Gas Station Facility are legally described in **EXHIBIT A** attached hereto and made a part hereof.

10. A number of terms of this Agreement pertain to the Expanded Gas Station Facility. Improvements to the Expanded Gas Station Facility shall include seven (7) additional fuel dispensers, expansion of the Existing Gas Station Facility canopy onto the Subject Property, additional stormwater detention, new signage, an access driveway to 185<sup>th</sup> Street, landscaping, and other site improvements on the Expanded Gas Station Facility properties, including but not limited to lighting, trash enclosure, outdoor sales display area, and utility relocation.

11. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

**RECITALS:**

1. Owner has petitioned the Village for annexation to the Village of the Subject Property and Speedway EAT has petitioned the Village for rezoning of the Subject Property, approval of a Special Use for a substantial deviation to the Tinley Crossings PUD in order to include the Subject Property within the Tinley Crossings PUD, and approval of a Plat of Consolidation in order to consolidate the Subject Property with the Existing Gas Station Facility and to develop the Expanded Gas Station Facility, inclusive of the Subject Property, in the manner set forth in this Agreement under the M-1 General Manufacturing District – Planned Development provisions of the Tinley Park Zoning Ordinance and the Original Development Agreement, as amended..

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2. The Village, Owner and Speedway EAT wish to enter into a binding agreement with respect to annexation, zoning, plat approval, construction and maintenance of certain private and public improvements, and other related matters, pursuant to the authority and provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq. and 65 ILCS 5/7-1-1 et seq., and in accordance with all other applicable statutes of the State of Illinois and the terms and conditions contained in this Agreement.

3. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be subsequently rezoned, granted a Special Use for a substantial deviation to the Tinley Crossings PUD and approval of a Plat of Subdivision consolidating the Subject Property with the Existing Gas Station property, to allow for the expansion of the Existing Gas Station Facility upon its annexation in order to be developed in the manner as set forth in this Agreement under the M-1 General Manufacturing District – Planned Development provisions of the Tinley Park Zoning Ordinance, the Tinley Crossings PUD, as amended, and the Original Development Agreement, as amended.

4. The Parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the above-described Subject Property and requests by Speedway EAT for the subsequent rezoning of the Subject Property, consolidation, and granting of a substantial deviation to the Tinley Crossings PUD to enable development as herein provided.

5. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, rezoning,

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consolidation and substantial deviation as herein provided, including all public hearings as are necessary to effectuate the plan of development herein set forth. The public hearing on the annexation was held by the Village's Board of Trustees on November 3, 2015.

6. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Division of the Subject Property from the remainder of its larger PIN by Will County;

(b) Adoption and execution of this Agreement by resolution;

(c) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;

(d) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classifications of the Subject Property for purposes of zoning and the granting of a substantial deviation to the PUD pursuant to the terms and conditions of this Agreement;

(e) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

7. The Subject Property is not located within a fire protection district, and there are no roads adjacent to or on the Subject Property under the jurisdiction of a township. The Subject Property is, however, within the Mokena Community Public Library District. Notice of the annexation has been provided to the Trustees of said Library District in the manner required by law.

8. The Parties hereto have determined that it is in the best interests of the Village, Owner and Speedway EAT and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms

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and conditions will constitute an improvement of the tax base of the Village, will implement the Comprehensive Plan of the Village and will provide a valuable asset to the community.

9. Owner and Speedway EAT covenant and agree that they will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their obligations hereunder.

10. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

**SECTION ONE:  
Annexation.**

A. Owner has filed a petition for annexation to the Village of the Subject Property legally described above pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

B. Subject to the provisions of Chapter 65 of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper ordinance cause approval and execution of this Agreement and immediately after adoption and execution of this Agreement cause the Subject Property to be annexed to the Village. A plat of annexation of the Subject Property to be annexed is attached hereto as **EXHIBIT B**. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

C. Upon the execution of this Agreement, Owner and Speedway EAT shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement

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and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

D. The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

**SECTION TWO:**

**Zoning, Plan Approval, Design Standards, and Facility Operational Details.**

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided, and pursuant to requisite notice having been given, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village cause the Subject Property to be rezoned under the Zoning Ordinance of the Village as M-1 General Manufacturing District – Planned Development. The Subject Property is also within the Village’s Urban Design Overlay District. Subject to annexation and any other necessary prerequisites and approvals, the Village shall grant a Special Use for a substantial deviation to the Tinley Crossings PUD and approval of the Plat of Consolidation which shall provide for the expansion of the Existing Gas Station Facility, and certain exceptions to the M-1 General Manufacturing Zoning District and Urban Design Overlay District standards.

B. The Subject Property, upon annexation and consolidation with the Existing Gas Station Facility, shall be developed substantially in accordance with the current site plans appended hereto and incorporated herein as **EXHIBIT C** entitled “Store No. 1413 – Diesel Expansion” prepared by Corporate Design + Development Group, LLC on behalf of Speedway

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EAT, LLC and dated as of 1.19.15, as last revised on 8.27.15 or as may be subsequently amended and approved by the Village.

C. In addition to the remaining provisions of this Agreement, the following provisions shall apply to and govern the development of the Subject Property. To the extent of any conflict between the terms of these provisions and the terms of the Zoning Ordinance of the Village (as amended from time to time), the following provisions will govern such development of the Subject Property during the term of this Agreement:

1. Neither Owner, Speedway EAT, nor any successor in interest to the Subject Property and Existing or Expanded Gas Station Facility properties, shall apply for or otherwise seek a video gaming license from the State of Illinois or provide or otherwise allow video gaming at the Subject Property and/or Existing or Expanded Gas Station Facility. Speedway EAT may request, and the Village shall consider, an amendment to this Agreement should video gaming be approved on similarly situated gas station properties within the Village. ~~In such event, provided Speedway EAT meets all other requirements imposed by the State of Illinois to qualify for the issuance of such video gaming license, the Village shall not unreasonably deny such request.~~

2. Neither Owner, Speedway EAT, nor any successor in interest to the Subject Property shall object to any future taking or request for dedication of additional right-of-way by Will County of a portion of the Subject Property or Existing Gas Station Facility property for the widening of the 80<sup>th</sup> Avenue right-of-way. At the time of any improvements to 80<sup>th</sup> Avenue adjacent to the Expanded Gas Station Facility, either Owner or Speedway EAT, as applicable, shall provide the necessary dedication and temporary easement for construction of such improvements. The Parties acknowledge that neither Owner nor Speedway EAT are in any way,

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through the covenants made in this subsection, waiving their rights to just compensation relative to any taking or dedication,

**SECTION THREE:  
Contributions.**

A. Upon the issuance of each building permit, Speedway EAT shall make the following contributions, which are payable to the Village on behalf of the following:

Water Construction Fund	\$ 300
Sewer Construction Fund	\$ 100
Tinley Park Fire Department	\$ 100
E.S.D.A. Siren System	\$ 15

B. The contributions, easements and dedications required hereunder and in other provisions of this Agreement shall be the only contributions, easements and dedications required of Owner and/or Speedway EAT hereunder in relation to the development of the Expanded Gas Station Facility, provided, however, that all fees provided for in the codes and ordinances of the Village shall be required to be paid at the time such fees are otherwise required to be paid under the applicable ordinance provisions, including but not limited to fees pertaining to building permits, plat approval, engineering review and inspections, water and sewer connection fees, other inspection fees, certificates of occupancy and zoning permits, and reimbursement of Village expenses.

**SECTION FOUR:  
Utility Recaptures and Contributions.**

A. In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized sewer, water, central retention ponds, and other

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utilities or public improvements beyond their territory to serve other territories, and particularly, the Subject Property, and the policy of providing recapture for the construction of future central retention ponds, Speedway EAT shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing such utilities or public improvements, or for future public improvements, to serve the Subject Property in accordance with and limited to the schedule set forth below.

1. The following recaptures, which include all interest, shall be paid upon passage and approval and execution of this Agreement:

<u>Recaptures</u>	<u>Total Amount Due*</u>
Trunk Sanitary Sewer (\$2,670.00 per acre)	\$ 5,313.30
Trunk Sanitary Sewer, Phase 2 (\$280.00 per acre)	\$ 557.20
24" Water Main(\$62.50 per foot-80 <sup>th</sup> Ave)	\$21,875.00
<u>Peripheral Roads (\$65.00 per foot-80<sup>th</sup> Ave)</u>	<u>\$22,750.00</u>
<b>TOTAL</b>	<b>\$50,495.50</b>

**SECTION FIVE:**

**Storm Water Retention/Detention and Storm Sewers.**

Storm Water runoff emanating from the Subject Property as well as the increase for the Existing Gas Station Facility property as required by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Management Ordinance (WMO) shall be retained or detained in an onsite detention facility. Speedway EAT acknowledges that an MWRDGC WMO permit shall be required relative to development of the Subject Property and agrees to submit appropriate documentation required for issuance of such permit, and to follow any conditions included in such permit.

To the extent practical, Speedway EAT shall accommodate the improvements on 80<sup>th</sup> Avenue as approved by the Will County Highway Department such that the appropriate roadway

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drainage can be diverted into the onsite detention pond and allow the ditch along the frontage of the entire Expanded Gas Station Facility property to be eliminated in order to facilitate the construction or reconstruction of a public sidewalk.

**SECTION SIX:  
Streets and Sidewalks.**

A. The Owner and/or Speedway EAT shall dedicate a 40' by 188.07' portion of property along the southern boundary of the Subject Property for 185<sup>th</sup> Street right-of-way. No other street dedications are required at this time, but additional dedications may be required to accommodate the improvements to 80<sup>th</sup> Avenue as referenced in Section Two.C.2.

B. Speedway EAT shall provide vehicular, pedestrian and emergency vehicle access to the Expanded Gas Station Facility by an access drive from 185<sup>th</sup> Street in accordance with **EXHIBIT C**, as may be subsequently amended and approved by the Village

C. Speedway EAT shall be responsible for keeping 80<sup>th</sup> Avenue and 185<sup>th</sup> Street free from mud, construction debris and for repair of damages to the street during construction activity on the Expanded Gas Station Facility. Such streets must be cleaned at least once a week, and more often if required by the Village in its sole judgment. For each day that the public streets are not cleaned or repaired as required hereunder during or due to construction following written notice and a seven (7) day cure period following service of such notice, Speedway EAT shall be subject to a fine of \$250.00 for each day that such failure to clean or repair continues. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

D. ~~A cash-in lieu payment in the amount of Seven Thousand Nine Hundred Eighty and 00/100ths dollars (\$7,980.00) shall be paid by Speedway EAT to the Village in lieu of~~

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~~constructing~~ Speedway EAT shall ~~construct~~ 6' public sidewalks along the entire 80<sup>th</sup> Avenue and 185<sup>th</sup> frontage of the subject parcel. ~~Completion of such sidewalks is required prior to the issuance of a certificate of occupancy for the Expanded Gas Station Facility. Such payments are required prior to the issuance of a building permit. Such~~ Sidewalks, if any, must meet all crosswalk requirements and must comply with the Americans with Disabilities Act (ADA). ~~Should such sidewalks or any portion thereof be removed subsequent to the issuance of a certificate of occupancy for the Expanded Gas Station Facility as part of the 80<sup>th</sup> Avenue widening project or other road construction, reconstruction or public improvement project, they shall be replaced as part of such project at the Village's sole cost and expense.~~

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**SECTION SEVEN:  
Water Supply.**

No new watermains are anticipated to be necessary or constructed as part of the development.

**SECTION EIGHT:  
Sanitary Sewers.**

No new sanitary sewers are anticipated to be necessary or constructed as part of the development. The existing building on the Existing Gas Station Facility property is not being expanded.

**SECTION NINE:  
Easements.**

A. In addition to any other easements required by this Agreement, the Owner and/or Speedway EAT agrees at the time of approval of the Plat of Consolidation, or earlier if requested by the Village and if necessary to serve the Subject Property, to grant to the Village, and/or

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obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, or for other improvements which may serve the Subject Property.

B. Owner and/or Speedway EAT shall grant a blanket easement (or easement over a defined area acceptable to the Village Engineer) to the Village to have access to and the right, but not the duty, to maintain any storm water management facilities located on the Subject Property for storm water management purposes, even though Speedway EAT is required to maintain such facilities for such purposes. Owner and/or Speedway EAT shall record an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of said storm water management facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, after 30 days' notice to Speedway EAT and the right to cure unless an emergency exists requiring more immediate action, to go in and perform such maintenance work if necessary and to charge Speedway EAT, or any subsequent individual property owners for the costs for the same, including the right to record a lien against the Subject Property if such costs are not paid. Notwithstanding the foregoing, any such easements need not be by separate grant but instead may, in the discretion of Speedway EAT, be placed on the final Plat of Consolidation for the Subject Property and property containing the Existing Gas Facility, as approved by the Village Engineer.

C. The Owner and/or Speedway EAT shall grant an appropriate easement for cross-access and ingress and egress to and from the Expanded Gas Station Facility and between the Subject Property and property being retained by Owner to the west.

D. Owner shall, by a document separately recorded, grant at the time of conveyance of the Subject Property to Speedway EAT, an appropriate cross access easement along the

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eastern boundary of the property it is retaining and adjacent to the western boundary of the Subject Property. This easement shall provide cross access between the Subject Property and the property being retained by Owner to the west.

E. The existing 7.5 foot easement for public utility & drainage recorded in Document #98-122885 at the south end of the Existing Gas Station property along the current boundary between the Subject Property and Existing Gas Station property, shall be vacated by the Village and all other grantees once it is ascertained between the Village and Speedway EAT that said easement is no longer necessary. Said vacation may be done by separate document or plat subsequent to the execution of this Agreement and approvals and plats approved contemporaneously to this Agreement. An additional public utility and drainage easement along the west boundary and across the Subject Property shall be required in order to provide continuity to the existing 7.5 foot easement.

F. All easements, other than the cross-access easements described in this Section, shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of Speedway EAT to obtain all off-site easements necessary to serve the Subject Property; provided, however, the Village agrees to assist, to the extent possible, Speedway EAT in obtaining any such required (if any) off-site easements.

**SECTION TEN:  
Developmental Codes and Ordinances and General Matters.**

Except as otherwise expressly provided for herein, the development of the Subject Property and Existing Gas Station Facility property shall be in accordance with the existing building, zoning, subdivision, storm water management and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development is

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issued. Planning and engineering designs and standards, and construction of improvements shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time.

No occupancy permit shall be issued for the Expanded Gas Station Facility prior to the completion and acceptance by the Village of the required public sidewalk improvements. Provided, however, the construction and installation of the public and private improvements to be constructed by Speedway EAT may be commenced at any time after Developer has delivered to Village an irrevocable letter of credit (the "Letter of Credit"), in the form customarily used by the Village and from a financial institution approved by the Village in the amount of 125% of the Developer's Engineer's estimate of the cost of construction and installation of all such public sidewalk improvements as approved by the Village Engineer, or 110% of actual construction contract costs as approved by the Village Engineer. Said Letter of Credit may be drawn on by the Village in the event such construction and installation is not satisfactorily completed and approved by the Village, as provided herein and in said Letter of Credit.

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**SECTION ELEVEN:  
Utilities.**

All utility service lines, including electricity, telephone, cable television and gas lines, extending from right-of-way utility transmission lines onto the Expanded Gas Station Facility properties shall be buried. The location of the buried utility service lines shall be at Speedway EAT's option. All utility transmission lines in adjacent right-of-way shall be buried at such time as the Village requires burial of utility lines in conjunction with the anticipated 80<sup>th</sup> Avenue widening project or other road improvement project. At the time of such requirement, Speedway

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EAT agrees to pay its share of utility transmission burial costs per the Village's Subdivision Regulations.

**SECTION TWELVE:  
Impact Requirements.**

Owner and Speedway EAT agree that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents and businesses access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, fire protection, and emergency services. Owner and Speedway EAT further agree that the recaptures, contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

**SECTION THIRTEEN:  
Disconnection.**

Owner, Speedway EAT, and all subsequent owners and any subsequent Speedway EATs, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

**SECTION FOURTEEN:  
Subordination of Mortgage(s).**

In the event there are any existing mortgages or other liens of record against the Subject Property, Owner and/or Speedway EAT shall obtain by appropriate document(s) a subordination of rights of such mortgagee and/or lienholder to the terms of this Agreement.

**SECTION FIFTEEN;  
Binding Effect and Term and Covenants Running with the Land.**

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This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property and Existing Gas Station Facility property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment. This Agreement may be terminated prior to the twenty (20) years by mutual agreement of the Parties.

Notwithstanding the foregoing, the term of this Agreement as to Owner shall terminate upon conveyance of the Subject Property by Owner to Speedway EAT. Upon such conveyance Owner shall have no further obligations under the Agreement. Owner's obligations as to the various easements specified in Section 9, to the extent they have not been satisfied prior to the termination, shall survive termination.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land, and any amendment to this Agreement formally approved and executed by all parties hereto (or any successors) shall constitute a modification of such covenants to the extent of the express terms of any such amendment. Village agrees, at the request and cost of Owner and/or Speedway EAT, to give an estoppel letter requested by a lender or purchaser regarding Owner and/or Speedway EAT's compliance with all obligations, including monetary obligations, hereunder.

**SECTION SIXTEEN:  
Notices.**

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Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return-receipt requested, as follows:

For the Village:

1. Village President  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477
2. Village Clerk  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477
3. Village Manager  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477
4. Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Michael A. Marrs

For Owner:

1. Green Wave Capital Corporation  
8410 183<sup>rd</sup> Place  
Tinley Park, IL 60487  
Attention: Christopher J. Vandenberg

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For Speedway EAT

1. Speedway EAT LLC  
1099 Hingham Street, Suite 110  
Rockland, MA 02370

With a copy to:

Speedway LLC

c/o Real Estate Department, Room 1604  
539 South Main Street  
Findlay, OH 45840  
ATTN: Real Estate Manager

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

**SECTION SEVENTEEN:**

**Signage.**

Speedway EAT shall, prior to obtaining an occupancy permit for the Subject Property/Expanded Gas Station Facility, bring all signage on the Subject Property and Existing Gas Station Facility into compliance with Village Sign Ordinance requirements except as otherwise authorized by the Village as part of the Special Use for a substantial deviation to the Tinley Crossings PUD and **EXHIBIT C** attached hereto, or by other official action.

**SECTION EIGHTEEN:**

**Landscaping.**

The Expanded Gas Station Facility, inclusive of the Subject Property and the Existing Gas Station Facility shall be landscaped by Speedway EAT at its expense in full compliance with the approved Landscape Plan in **EXHIBIT D** attached hereto, as may be subsequently amended and approved by the Village, and hereby made a part hereof. Thereafter Speedway EAT shall maintain such landscaping in order for it to remain in full compliance with the original landscape plan. Failure to do so by Speedway EAT shall result in Speedway EAT being subject to such fines and other legal remedies provided for in the Village's ordinances including code compliance and property maintenance provisions of said ordinances.

**SECTION NINETEEN:**

**Permits; Dirt Stock Piles.**

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Speedway EAT shall not be entitled to obtain any building permits until the proper Letter of Credit or cash deposit relative to the required sidewalk improvements, as required in Section 10, has been made to the Village in accordance with the Subdivision and Development Regulations Ordinance of the Village, ~~if so required by such Regulations Ordinance.~~

Speedway EAT agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods approved by the Village. In addition, the Village, after providing Speedway EAT with 30 days advance written notice and right to cure, shall have the right to relocate or remove any dirt stock pile which results from the development should any such pile not be placed in an approved location or if the pile is causing a storm water drainage problem, or if it remains beyond the time period specified by the Village. In such event, Speedway EAT shall immediately reimburse the Village for all costs and expenses incurred by the Village relative to such relocation or removal.

**SECTION TWENTY:  
Remedies**

The Village, Owner and Speedway EAT, and their respective successors and assigns, covenant and agree that in the event of a default in regard to any of the terms, provisions or conditions of this Agreement by any Party, or their respective successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to the defaulting Party, the Party seeking to enforce said provision shall have the right of specific performance and if said Party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the Parties hereto that the remedy of specific performance

herein given shall not be the exclusive remedy afforded by law to the Parties, or their respective successors and assigns.

**SECTION TWENTY-ONE:**  
**Reimbursement of Village for Legal and Other Fees and Expenses.**

**A. To Effective Date of Agreement.**

Owner and/or Speedway EAT, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the fees and costs incurred by the Village for engineering services; and
- (2) all attorneys' fees and costs incurred by the Village;
- (3) all landscape architect fees and costs incurred by the Village; and
- (4) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

**B. From and After Effective Date of Agreement.**

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its Manager, Owner and/or Speedway EAT from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Parties upon their request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Parties at their option from additional documents relevant to determining such costs and expenses as designated from time to time by Owner and/or Speedway EAT.

Notwithstanding the immediately preceding paragraph, Owner and/or Speedway EAT shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any of the Parties which relate to the terms of this Agreement, then, in that event, Owner and/or Speedway EAT, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner and/or Speedway EAT shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between the Village and the Owner and/or Speedway EAT, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and/or Speedway EAT shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due

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for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against the Owner and/or Speedway EAT for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Speedway EAT all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner and/or Speedway EAT may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Speedway EAT.

**SECTION TWENTY--TWO:  
Warranties and Representations.**

The Owner and Speedway EAT represent and warrant to the Village as follows:

1. That the Owner is the sole legal title holder and owner of record of the Subject Property at the time of execution of this Agreement.
2. That Speedway EAT shall become the legal title holder and the owner of record of the Subject Property following execution of this Agreement.
3. That Speedway EAT proposes to develop the Expanded Gas Station Facility, inclusive of the Subject Property, in the manner contemplated under this Agreement and in conformance with **EXHIBIT C**, as may be subsequently amended and approved by the Village
4. Other than the Owner and Speedway EAT, no other entity or person has any interest in the Subject Property or its development as herein proposed.

**DRAFT 10-2129-15**

5. That Speedway EAT has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

**SECTION TWENTY-THREE:  
Continuity of Obligations.**

Notwithstanding any provision of this Agreement to the contrary, Speedway EAT shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Speedway EAT by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Speedway EAT from any or all of such obligations.

**SECTION TWENTY-FOUR:  
Speedway EAT's Risk.**

It is understood and agreed that Speedway EAT is an experienced developer and is proceeding with the development of the Subject Property at its sole risk and is assuming all responsibility and liability in connection therewith. Even though the Village may issue certain permits and make certain plan reviews and inspections, Speedway EAT agrees that Village is in no way assuming any liability or risk in connection with the development including, but not limited to, any structural defects caused either directly or indirectly and in whole or in part by the condition of the soils on the Subject Property. Speedway EAT is relying solely on its own due diligence, including engineering studies and reviews, soil borings (including the adequacy of the number of such borings and their locations) and their experience in developing multiple such facilities in other locations. Speedway EAT does hereby waive any rights or claims it may have against the Village in relation to the development (including but not limited to any future sinking

**DRAFT 10-2129-15**

of the structures on the Subject Property) and Speedway EAT does hereby covenant not to sue the Village for any such possible claims or damages resulting therefrom.

**SECTION TWENTY-FIVE:  
No Waiver or Relinquishment of Right to Enforce Agreement.**

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**SECTION TWENTY-SIX:  
Venue.**

The Parties hereto agree that for purposes of any lawsuits(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in Will County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**SECTION TWENTY-SEVEN:  
Village Approval or Direction.**

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

**SECTION TWENTY-EIGHT:  
Singular and Plural.**

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

**SECTION TWENTY-NINE:**

**Section Headings and Subheadings.**

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

**SECTION THIRTY:**

**Recording.**

This Agreement, or a Memorandum of this Agreement, and any amendment thereto shall be recorded by the Village at the expense of Speedway EAT.

**SECTION THIRTY-ONE:**

**Authorization to Execute.**

Owner and Speedway EAT and the officers and members of Owner and Speedway EAT executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said entities. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Owner, Speedway EAT and the Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

**SECTION THIRTY-TWO:**

**Amendment.**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no

**DRAFT 10-2129-15**

subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

**SECTION THIRTY-THREE:  
Counterparts.**

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

**SECTION THIRTY-FOUR:  
Curing Default.**

The parties to this Agreement shall at all times have a right to cure any default hereunder (which does not already contain an enumerated cure period) within thirty (30) days from written notice of such default.

**SECTION THIRTY-FIVE:  
Conflict Between the Text and Exhibits.**

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

**SECTION THIRTY-SIX:  
Severability.**

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

**SECTION THIRTY-SEVEN:  
Definition of Village.**

**DRAFT 10-2129-15**

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

**SECTION THIRTY-EIGHT:**  
**Assignments as to Development of the Subject Property.**

As to its obligations and the provisions set forth herein relating to the development of the Subject Property, Speedway EAT shall not assign this Agreement (an "Assignment") to any person or entity without the prior written consent of the Village, said consent not to be unreasonably withheld; provided, however, that Speedway EAT may, without the requirement of any approval or consent by the Village, assign this Agreement and any rights to payment hereunder to a party which is a trustee or nominee for, or a parent or subsidiary of, or has common ownership with, Speedway EAT. However, any such Assignment that is not subject to the prior consent of the Village may be made only after Speedway EAT gives the Village written notice thereof. No such Assignment shall be effective, even if consented to by the Village, unless and until the Assignee acknowledges in writing to the Village that the obligations of the Village to Speedway EAT or any Assignee hereunder are contingent upon certain conditions, covenants and/or the performance of certain obligations on the part of Speedway EAT which such Assignee is willing to assume. Notwithstanding any such Assignment and/or assumption of responsibility, Speedway EAT shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

**SECTION THIRTY-NINE:**  
**Execution of Agreement.**

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

**DRAFT 10-2429-15**

ATTEST:

VILLAGE OF TINLEY PARK, an  
Illinois municipal corporation

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

ATTEST:

GREEN WAVE CAPITAL  
CORPORATION, an Illinois corporation

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

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

ATTEST:

SPEEDWAY LLC, a Delaware limited  
liability company

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

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



DRAFT 10-2129-15

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_,  
respectively the \_\_\_\_\_ and \_\_\_\_\_ of SPEEDWAY LLC, a  
Delaware limited liability company, are personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_, and that they appeared before me this day in person and acknowledged  
that they signed and delivered the said instrument as their own free and voluntary act, and as the  
free and voluntary act of said limited liability company for the uses and purposes therein set  
forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**DRAFT 10-2129-15**

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David J. Seaman, personally known to me to be the President of the Village of Tinley Park, and Patrick Rea, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Commission expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTIONS**

**THE SUBJECT PROPERTY (PROPERTY BEING ANNEXED):**

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**P.I.N.:** Part of 19-09-02-200-014 (unsubdivided)

**Commonly Known As:** Property at the Northwest corner of the intersection of 185<sup>th</sup> Street and 80<sup>th</sup> Avenue, which property consists of approximately 1.511 acres in unincorporated Frankfort Township, Will County, Illinois,

**THE EXISTING GAS STATION FACILITY PARCELS. THESE PARCELS ARE ALREADY WITHIN THE CORPORATE LIMITS OF THE VILLAGE BUT ARE IMPACTED BY AND SUBJECT TO A NUMBER OF TERMS IN THIS AGREEMENT:**

**PARCEL 1:**

THE EAST 264.29 FEET OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885, IN WILL COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137.

**P.I.N.s:** 19-09-02-205-019, 19-09-02-205-026

**PROPERTY ADDRESS:** 18460 S. 80<sup>th</sup> Avenue

**COLLECTIVELY, THE SUBJECT PROPERTY AND THE EXISTING GAS STATION FACILITIES COMPRISE THE EXPANDED GAS STATION FACILITY PROPERTY.**

**DRAFT 10-2129-15**

**EXHIBIT B**  
**PLAT OF ANNEXATION**  
**(ATTACHED)**

DRAFT 10-2129-15

EXHIBIT C

SITE PLANS FOR THE EXPANDED GAS STATION FACILITY

(ATTACHED)

DRAFT 10-2129-15

EXHIBIT D

LANDSCAPE PLAN  
(ATTACHED)



## **MINUTES OF THE PLAN COMMISSION**

### **VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

**SEPTEMBER 3, 2015**

The regular meeting of the Plan Commission was held in the Council Chambers of Village Hall on September 3, 2015 at 7:32 p.m.

#### **ROLL CALL**

Plan Commissioners:	Jeff Ficaro Bob McClellan Maureen McLeod Mark Moylan Art Pierce Bill Reidy Rita Walker, Chairman
Absent Plan Commissioner(s):	Tom Mahoney
Village Officials and Staff:	Amy Connolly, Planning Director Paula Wallrich, Deputy Planning Director Stephanie Kisler, Planner Debra Kotas, Commission Secretary

#### **CALL TO ORDER**

Plan Commission Chairman Walker called to the meeting to order at 7:35 p.m.

#### **APPROVAL OF MINUTES**

Minutes of the August 20, 2015 Plan Commission Meeting were presented for approval. A motion was made by COMMISSIONER FICARO seconded by COMMISSIONER MOYLAN to approve the Minutes as presented.

THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

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

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

**SUBJECT: MINUTES OF THE SEPTEMBER 3, 2015 MEETING**

**ITEM #3: PUBLIC HEARING  
SPEEDWAY – 18460 80<sup>TH</sup> AVENUE & 8045 185<sup>TH</sup> STREET – REZONING, PLAT OF  
CONSOLIDATION, AND SPECIAL USE PERMIT FOR A SUBSTANTIAL DEVIATION  
FROM THE TINLEY CROSSINGS CORPORATE CENTER PLANNED UNIT  
DEVELOPMENT WITH EXCEPTIONS AND SITE PLAN APPROVAL**

Consider recommending that the Village Board approve a proposal from Melanie Foss, on behalf of Speedway at 18640 S. 80<sup>th</sup> Avenue, for the following:

1. Rezoning (Map Amendment) upon annexation of a 1.51 acre property located at 8045 185<sup>th</sup> Street from R-1 Single Family Residential Zoning District to M-1 General Manufacturing Zoning District within the Tinley Crossings Corporate Center Planned Unit Development;
2. Approval of a Plat of Consolidation for the three (3) parcels that comprise the Speedway gas station and car wash;
3. A Special Use Permit for a Substantial Deviation to the existing Tinley Crossings Corporate Center Planned Unit Development (PUD) with exceptions for the regulations of the M-1 Zoning District and the Urban Design Overlay District regarding lot area, lot depth, and front yard setback requirements; and,
4. Site Plan Approval for the expansion of the existing Speedway gas station and related site improvements.

Present were the following:

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

Absent Plan Commissioner(s): Tom Mahoney

Village Officials and Staff: Amy Connolly, Planning Director  
Paula Wallrich, Deputy Planning Director  
Stephanie Kisler, Planner  
Debra Kotas, Commission Secretary

Guest(s): Chris Kalischefski, Corporate Design Development  
Robert Schroeder, Speedway Real Estate

CHAIRMAN WALKER opened the Public Hearing at 8:18 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.

CHRIS KALISCHEFSKI, Design Architect representing Speedway, reported a workshop was held with Staff and believes all major issues have been resolved. He presented a brief slide show including aerial photographs of the existing site. He stated Speedway is seeking approval to increase the number of dispensers, enlarge the canopy over the fuel dispensers, relocate signage, remove the ground mounted sign adjacent to the C-store and install new storm drainage and landscaping. He stated this will modernize the facility resulting unimproved circulation for the 3,300 sq. ft. C-store and car wash. He reviewed the Plat of Annexation and Plat of Subdivision that includes the 3 parcels into 1 single parcel and the agreed upon cross easement on the southern parcel.

Per suggestions from the workshop, MR. KALISCHEFSKI reported they have agreed to provide the amount of trees required with the majority of trees providing screening of the ambulance parking lot with the remainder of trees sprinkled around the site. He reported the trash enclosure will now be relocated from the front of the building to the south side of the car wash and will be constructed of masonry to match the building with a sidewalk to the C-store. He added there will be a clearly defined 15'x32' outdoor display area. He noted a bike rack has also been added to the site. In conclusion, he commented by creating the driveway on 185<sup>th</sup> Street, there is now a safer traffic flow with 4 points of access on the site.

COMMISSIONER FICARO thanked MR. KALISCHEFSKI for addressing the open items from the work session. He stated he was pleased with the distribution of trees, relocation of the trash enclosure, removal of third sign, addition of bike rack, sidewalks and a defined outdoor storage area next to the car wash and away from the street.

COMMISSIONER MCCLELLAN reported he was unable to attend the workshop, however, complimented efforts by COMMISSIONER FICARO and Staff. He inquired about a sales tax from the sale of gasoline. AMY CONNOLLY, Planning Director, reported sales tax is generated along with a motor fuel tax.

COMMISSIONER PIERCE stated he liked the project. He inquired about the propane tank near the car wash. MR. KALISCHEFSKI reported this was removed.

COMMISSIONER MOYLAN inquired about truck parking. MR. KALISCHEFSKI reported that due to the tight turning radius on the site, this is not an attractive site for semi-trucks, however, most of the truck patrons are box trucks.

COMMISSIONER MCCLELLAN inquired about Speedway's recent application for video gaming at this location. ROBERT SCHROEDER, representing Speedway Real Estate Division, reported speaking with Speedway's Director of Operations, Cheryl Jones, who supports the withdrawal of the application for a video gaming license.

For inclusion into the record, CHAIRMAN WALKER read the following email received from TOM O'BRIEN to Village Staff:

"Pat, It was nice speaking with you today. Per our discussion, I am voicing my complaint and concern with the proposed zoning change for the Speedway on 80<sup>th</sup> Avenue. They simply want to add pumps in order to acquire a video gaming license from the IL Gaming Board. They have already applied to the IG as a truck stop candidate, which would entitle them to video gaming 24/7. They currently do not meet the definition of a truck stop because they do not have separate diesel truck islands. There are plenty of locations in the area for trucks to fuel up, including Speedway at 183<sup>rd</sup> & Harlem. We do not need a 24-hour gaming location in Tinley Park. Former Mayor Zabrocki recently vehemently opposed the licensing of a Lenny's Food n Fuel in Will County near the Tinley border, and I see no reason to allow this. Ask Speedway if they will be interested in waiving their right to video gaming at that location for a period of 30 years and see what their response is. I think that I've made my point. I don't want to go on too long. Thank you for your time. Good luck tonight."

PAULA WALLRICH, Deputy Planning Director, presented the Staff Report. MS. WALLRICH confirmed the Petitioner will be rescinding their application for video gaming and agreed not to make a future application. She added that the attorneys will include this as part of the annexation agreement.

MS. WALLRICH reiterated the items from the workshop noted by COMMISSIONER FICARO including:

1. Designated outdoor sales area pad with a height limitation of stacked product to 4';
2. Relocation of trash enclosure with additional landscape;
3. Removal of third ground mounted sign that will allow for extra parking;
4. Sidewalk from public walk along 80<sup>th</sup> Avenue to the C-store and bike rack; and
5. Elimination of any electronic message board which allows them to have temporary signage.

In conclusion, MS. WALLRICH summarized the outstanding items:

1. Petitioner has complied with temporary outdoor sales area;
2. Consider approval of site deficiencies as exceptions to the M-1 and Urban Overlay District as part of the Special Use;
3. Internal sidewalk and bike rack provided, however, Petitioner will provide cash in lieu of for sidewalk along 80<sup>th</sup> Avenue;
4. Cross access easement included on plat;
5. No final sign plan, however, all signage issues have been agreed to;
6. Final Landscape Plan not yet received.

COMMISSIONER MCCLELLAN reviewed and stated he supports the Findings of Fact relative to the Special Use as submitted by the Petitioner and Staff included in the Staff Report:

- 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.

No discussion.

- 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.

No discussion.

- 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.

No discussion.

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

No discussion.

- 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.

No discussion.

- 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 exceptions will be:

- Lot area minimum for the M-1 District (3.84 acres, provided; 5 acres required)
- Lot depth minimum for the M-1 District (180' provided; 200' required)
- Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum)

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

No discussion.

COMMISSIONER FICARO reviewed the Findings of Fact regarding Rezoning as submitted by the Petitioner included in the Staff Report:

1. The proposed zoning is consistent with the existing uses in the area.

The subject property is part of the 165 acre Tinley Crossings Corporate Center PUD adopted in 1998.

2. The proposed zoning is compatible with present zoning in the area.

The property to the north is in the M-1 PUD. The property immediately to the south is unincorporated Will County with M-1 PUD surrounding the County parcel to the west and south.

3. The existing zoning is not suitable for the property or its surrounding area.  
No discussion.

4. The proposed zoning is consistent with the trend of development in the area.

The development is part of the 12 acres planned for commercial development within the approved PUD. Future widening of 80<sup>th</sup> Avenue is planned.

5. There is a need for the proposed zoning.

The Petitioner has requested the proposed zoning as part of the planned expansion of an existing use (gas station). The approval of the requested zoning will allow for the redevelopment on the existing parcel as an extension of an existing use.

Prior to the motion being made for Special Use, COMMISSIONER PIERCE expressed concerns regarding the Plan Commission placing conditions regarding video gaming. CHAIRMAN WALKER stated it is within the authority of the Plan Commission to add conditions that may be objectionable to surrounding properties. MS. WALLRICH concurred the Plan Commission has authority to place these conditions if considered an impact on the special use being granting adding the Village Attorney recommends this as part of the Motion.

There being no further questions from Commissioners, Objectors or Interested Parties, COMMISSIONER FICARO made a motion to grant Site Plan Approval for the proposed expansion of the Speedway Gas Station at 18460 80th Avenue.

Additionally, we recommend that the Village Board grant the Applicant, Melanie Foss, on behalf of Speedway, a Rezoning (Map Amendment) from R-1 Single-Family Residential to M-1 General Manufacturing to allow for the expansion of the fueling canopy for the existing Speedway Gas Station located at 18460 80th Avenue. Findings of Fact

submitted by Village Staff, as amended by the Plan Commission are submitted as part of the record for this meeting.

The Plan Commission further recommends to the Village Board the approval of the Plat of Consolidation for the three (3) parcels that comprise the Speedway Gas Station and Car Wash conditioned upon final engineering approval.

The Plan Commission further recommends to the Village Board the granting to the Applicant, Melanie Foss, on behalf of Speedway, a Special Use for a Substantial Deviation from the approved Tinley Crossings Corporate Center Planned Unit Development with exceptions from the Village Zoning Ordinance as noted below, and adopt Findings of Fact submitted by the Applicant and Staff.

Exceptions to the Zoning Ordinance requirements within this PUD include:

1. Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required);
2. Lot depth minimum for the M-1 District (180' provided; 200' required); and,
3. Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum).

The Plan Commission recommends the Special Use for a Substantial Deviation be approved with the following conditions, which must be satisfied prior to issuance of a Certificate of Occupancy:

1. Final Landscape Plan Approval;
2. Final Sign Plan Approval;
3. Withdrawal of State Gaming License for Video Gaming by Speedway, LLC, for this location; and,
4. No future application for video gaming by Speedway for this location.

All the foregoing approvals are subject to the precondition of annexation by the Village of the 8405 185<sup>th</sup> Street parcel (Parcel 1).

The Motion was seconded by COMMISSIONER MCCLELLAN.

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

ABSENT: Plan Commissioner Tom Mahoney

NAY: None

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

A motion was made by COMMISSIONER FICARO, seconded by COMMISSIONER PIERCE to close the Public Hearing at 8:52 p.m. THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

**PLEASE TYPE OR PRINT LEGIBLY**

**PETITION FOR DIVISION AND/OR CONSOLIDATION OF PROPERTY SUBMITTED IN THE YEAR 2015  
TO THE MAPPING & PLATTING DEPARTMENT OF WILL COUNTY:**

The petitioner(s), having a property interest in the hereinafter described property, respectfully request and hereby authorize you as arbitrator to cause said property to be listed as (2) separate tract(s) on your assessment rolls starting for the taxable Levy year of 2016, Payable in 2017.

Attached hereto and made a part hereof, is a schedule setting forth an exact legal description of the property to be divided or consolidated and of each of said tracts to be listed which is the same as appears by Plat(s) or Deed(s) dated: 09/24/2012, and filed for record in the office of the Recorder of Deeds, County of Will Illinois, as document number(s) #R2012106054.

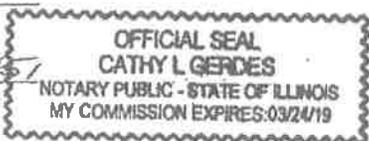
Subscribed and sworn to before me this

1st Day of October, 2015

Cathy Gerdes

Notary Public Signature

721 Wagon Dr.  
New Lenox, IL 60451  
Notary's Address



Name and Address for New Parcels

TRACT # 1

Name: Green Wave Capital Corporation

Mailing Address: 8410 W. 183rd Place

City: Tinley Park State: IL Zip: 60487

Owner Phone #: (708) 642-8276

Property Address: \_\_\_\_\_

Matt Ackerman

Person to contact in case of problem/error

TRACT # 2

Name: Green Wave Capital Corporation

Mailing Address: 8410 W. 183rd Place

City: Tinley Park State: IL Zip: 60487

Owner Phone #: (708) 642-8276

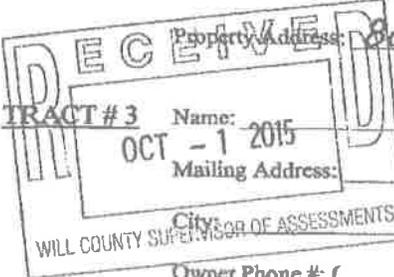
Phone# (224) 293-6961

Ch. J. Mandry  
Submitted by (must have signature)

8410 W 183RD PL  
Submitter's Address

Phone# (708) 642-8276

Fax # (708) 570-1652



Property Address: 8410 185TH ST.

TRACT # 3

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner Phone #: ( ) \_\_\_\_\_

Property Address: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Township: Frankfort

PIN(s) 19-07-02-200-014

Map Page(s) 09-02-B-E

Date Received 10-1-15

Accepted By: Kathy

Petition # 2015-47

Levy year of Taxes Paid 2014

Date taxes paid on: 1st Installment: 5/1/15 2nd Installment: 8/1/15

**SCHEDULE TO BE ATTACHED AS A PART OF A LAND DIVISION / CONSOLIDATION**

Parcel Index Numbers (PINs):

#19-09-02-200-014

Petition #

2015-47

**Instructions:** List original legal description(s) as currently described and then list separately the new legal description(s) of each new tract corresponding with the tract(s) numbered on page 2. If the Division has a Metes and Bounds legal description a Plat of Survey showing acreage and new legal description should accompany this petition form.

**Original Legal Description(s):**

THE EAST 622.29 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**New Legal Description(s):**

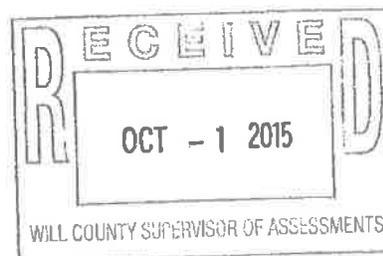
*Use additional pages if necessary*

**NEW TRACT #1**

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**NEW TRACT #2**

THE EAST 622.29 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 248.07 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



Will County Petition for Division / Consolidation Zoning Conformance Form

Date: 10/1/15

For Will County Supervisor of Assessment's Office Uses Only  
Petition#: 2015-47

Petitioner: Green Wave Capital Corporation

Address: 8410 W. 183rd Place  
Tinley Park, IL 60487

PIN 19-07-02-200-014- PIN \_\_\_\_\_

PIN \_\_\_\_\_ PIN \_\_\_\_\_

Mr./Mrs. Natalie Kubik of the Will County Land Use has reviewed  
*(Name of zoning personnel- printed)* *(Jurisdiction)*  
my petition for division and/or consolidation of property in Will County for the year of  
2015 and has determined that the parcel(s) to be created as described in the schedule  
attached thereto would:

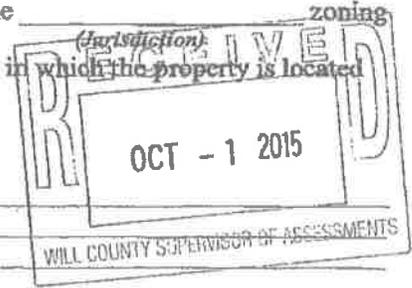
Be in conformance with the requirements of the Will County zoning ordinance  
*(Jurisdiction)*  
for the I-1 zoning district in which the property is located.

OR

Would not be in conformance with the requirements of the \_\_\_\_\_ zoning  
*(Jurisdiction)*  
ordinance for the \_\_\_\_\_ zoning district in which the property is located  
and would be considered an illegal lot

OR

OTHER: \_\_\_\_\_



Christy Mandy  
Signature of Petitioner

Natalie J Kubik  
Signature of zoning official

Subscribed and sworn before me this

1st Day of October, 2015



Cathy Gerdes  
Notary Public

Notice: This document is subject to recording  
With the Will County Recorder's Office



# PLAN COMMISSION STAFF REPORT

September 3, 2015

## SPEEDWAY

### Applicant

Melanie Foss on behalf of  
Speedway

### Property Location

18460 80<sup>th</sup> Avenue

### Parcel Size

144,754 SF ±  
3.32 ac ±

### Zoning

M-1 PUD (Parcels 2 & 3)  
Tinley Crossings PUD  
R-1 upon annexation  
(Parcel 1)

### Approval Sought

Rezoning, Special Use  
Permit for a Substantial  
Deviation, Site Plan and  
Plat Approval.

### Requested Action

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

### Project Planner

Paula J. Wallrich, AICP  
Deputy Planning Director

## SUBSTANTIAL DEVIATION OF TINLEY CROSSINGS CORPORATE CENTER PLANNED UNIT DEVELOPMENT, REZONING, SITE PLAN REVIEW, PLAT APPROVAL

18460 80<sup>th</sup> Avenue

### PLEASE NOTE REVISIONS IN RED EXECUTIVE SUMMARY

Speedway LLC, is proposing an expansion of their existing facility at 18460 80<sup>th</sup> Avenue that will involve the annexation of a 1.51 acre parcel immediately south of the existing station (8045 185<sup>th</sup> Street). This lot is currently part of a larger parcel in the County of Will and will need to be subdivided prior to annexation. Upon annexation, the property will be consolidated through a plat of subdivision with the two existing parcels which comprise the gas station and car wash. The Applicant is requesting a rezoning of the annexed parcel to M-1 General Manufacturing. As part of the Tinley Crossings Corporate Center Planned Unit Development (TCCC-PUD), the proposed project will be considered a Substantial Deviation of the approved Planned Unit Development (PUD) and therefore require a Special Use Permit and Site Plan Review.

Speedway proposes to add seven (7) new fuel dispensers which will require the expansion of the fuel canopy. An additional access will be provided on 185<sup>th</sup> Street and additional storm water detention will be created on the annexed parcel to compensate for the new improvements to the site. A new trash enclosure, landscaping, lighting, signage and underground fuel tanks are also being proposed.

The Will County Highway Department has jurisdiction of 80<sup>th</sup> Avenue; preliminary plans for the future widening of 80<sup>th</sup> Avenue have been provided and impacts to the subject property have been noted. A cash-in-lieu of payment will be required for sidewalk improvements on 185<sup>th</sup> Street and a portion of 80<sup>th</sup> Avenue.

The station currently has three ground mounted signs, two of which have manual changeable copy that will need to be removed or changed to electronic message boards; if the Applicant chooses to install electronic message boards all temporary signs must be removed.

Upon annexation of the southern parcel, the property will be considered for rezoning to M-1, General Manufacturing. The parcel in its current configuration does not meet minimum lot size (5 acres) or lot depth (200') requirements, therefore an exception will be required to allow for a lot 1.51 acres in size with a lot depth of 188.07'. The property is also located in the Urban Design Overlay District (UDO) which establishes a maximum 20' front yard setback. A 34' exception will also need to be considered by the Commission as part of this review.

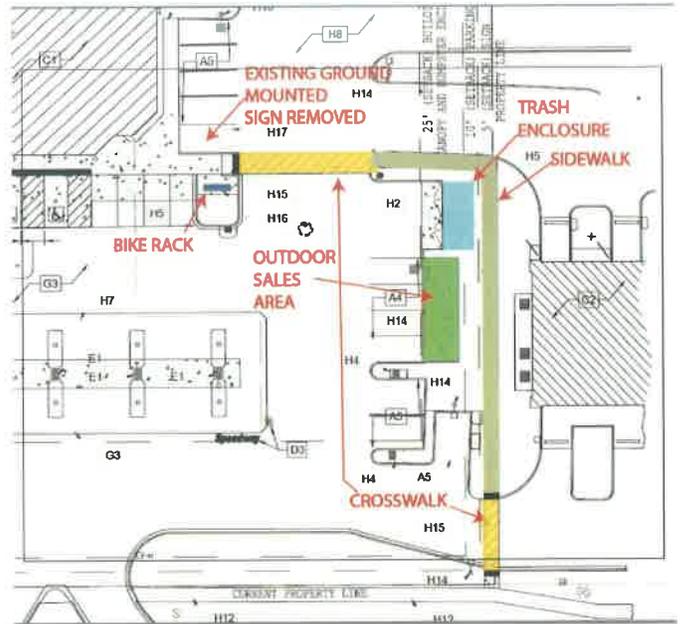
The Village was recently made aware that Speedway LLC applied for a video gaming license on June 10, 2015, despite a meeting held with Speedway representatives on July 22, 2015, in which Speedway denied any intention to provide video gaming at this location. Staff will work with the Applicant to withdraw their application for gaming.

## SUMMARY OF COMMISSIONER WORKSHOP

Representatives from Speedway and the design Architect, Chris Kalischefski, met with Commissioner Ficaro and Staff to discuss outstanding items. The discussion and recommendations are as follows:

- Designate an area on the site plan for temporary outdoor sale displays and obtain necessary approvals.** Applicant has agreed to locate the temporary outdoor sale area to the south side of the carwash. The storage will be on a concrete pad and product will be neatly stacked no greater than four (4) feet in height.
- Provide cash in lieu payment for sidewalks along 80<sup>th</sup> Avenue and 185<sup>th</sup> Street.** Applicant has agreed to include this in the Annexation Agreement.
- Provide access from the sidewalk on 80<sup>th</sup> Avenue to the C-Store.** Applicant has agreed to provide a sidewalk per Staff's recommendation.
- Provide bike rakes.** Applicant has agreed to provide a bike rack adjacent to entrance to C-Store
- Propose an alternate location for the trash enclosure.** Applicant has agreed to locate the trash enclosure to the south side of the carwash. This is a less conspicuous location that as originally proposed. Two parking spaces will be eliminated; however the amount of parking proposed exceeds ordinance requirements.
- Bring signs into compliance.** There was considerable discussion regarding the proposed signage. Commissioner Ficaro, along with staff, expressed non-support for the three ground mounted signs, and recommend restricting the number of ground mounted signs to two; one would be the new proposed ground mounted sign that would be located along 80<sup>th</sup> Avenue south of the main entrance, the other would be the retention of the ground mounted sign at the car wash. The applicant has agreed to remove the third ground mounted sign that was located adjacent to the C-Store and replace it with parking.

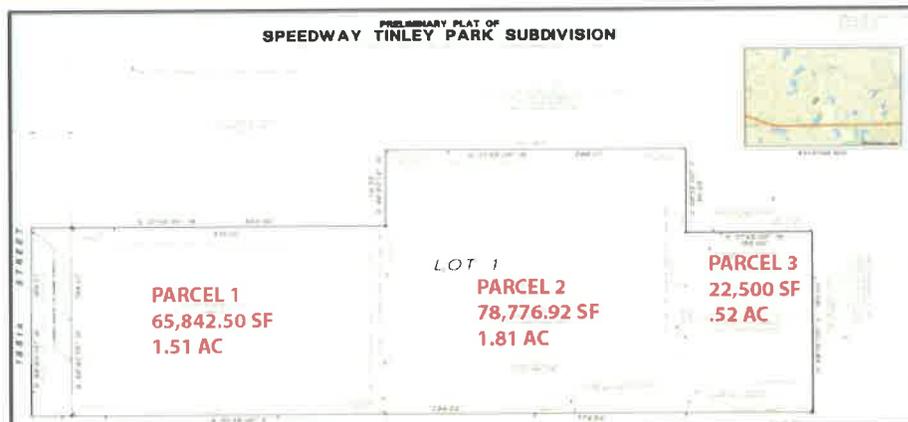
The Applicant has stated they will be removing all manual changeable copy on the ground mounted signs and will not be installing electronic message boards as originally proposed. Sign plans have not been submitted, but the Applicant has stated they will comply with Village ordinance on all erected signs. Staff recommends making this a condition of the Commission's Special Use approval.
- Revise Landscape Plan which has several deficiencies.** The Applicant has agreed to revise the plan per Staff recommendations. The street trees that have been proposed along 80<sup>th</sup> Avenue are in conflict with future widening plans for 80<sup>th</sup> Avenue. The plan will be revised to incorporate the street trees within the site, with an emphasis on providing additional screening of the ambulance storage facility at the west side of Parcel 1. Staff recommends making the approval of the final Landscape Plan a condition of the Special Use.



**SUMMARY OF OPEN ITEMS**

OPEN ITEM	SUGGESTED RESOLUTION
1. Existing temporary outdoor sales area does not meet Ordinance requirements.	Designate an area on the site plan for temporary outdoor sale displays and obtain necessary approvals. <b>Complied</b>
2. The proposed improvements do not meet lot area, lot depth and front yard setback requirements of the M-1 and Urban Design Overlay District.	Consider approval of site deficiencies as exceptions to the M-1 and Urban Overlay District as part of the Substantial Deviation Special Use Permit.
3. A 6' sidewalk along 80 <sup>th</sup> Avenue and 185 <sup>th</sup> Street will be required; Staff recommends cash in lieu payment. The Overlay District requires opportunities for pedestrian and bicycle access; there is no specific access from the sidewalk on 80 <sup>th</sup> Avenue to the C-Store. Bike racks are encouraged.	Provide cash in lieu payment for sidewalks along 80 <sup>th</sup> Avenue and 185 <sup>th</sup> Street, ( <b>annexation agreement</b> ) provide access from the sidewalk on 80 <sup>th</sup> Avenue to the C-Store and provide bike racks. <b>Complied.</b>
4. Cross access easement is not provided on the proposed Plat of Subdivision.	Provide appropriate easement on plat <b>Complied.</b>
5. The proposed location for the trash enclosure presents operational issues and is highly visible to the public.	Propose an alternate location for the trash enclosure. <b>Complied.</b>
6. The proposed plans indicate signs that exceed Village regulations.	Within the context of the PUD staff recommends consideration of the proposed canopy signs. Staff encourages discussion regarding the number of ground mounted signs and the enforcement of the removal of temporary signs if electronic message signs are proposed. <b>The Applicant has agreed to remove one ground mounted sign, remove all manual changeable copy signs and bring the two ground mounted signs into conformance with the Sign Code.</b>
7. Several items related to the proposed Landscape Plan need to be addressed	Address items specified in Staff Report. <b>Staff recommends making this a condition of the Special Use.</b>

**EXISTING SITE**



The subject property is part of the 165 acre Tinley Crossings Corporate Center PUD which was adopted in 1998. In 1999, the Village approved the site plan for the existing fueling station and convenience store; in 2002 the PUD was amended to allow for a car wash. The subject property consists of three (3) parcels as depicted in the plat above. Parcel 1 is located in unincorporated Will County and will be annexed as part of the proposed project. The fueling station is located on Parcel 2 and comprises five (5) fueling dispensers and a convenience store. Parcel 3 contains a car wash. Both Parcels 2 & 3 are fully developed with pavement and landscape materials. As part of the Substantial Deviation the entire property has been inspected and reviewed for compliance with Village Code.

The existing gas station has right-in/right-out access on 80<sup>th</sup> Avenue which serves the fueling station and C-store; the car wash shares a full access with the retail/restaurant development to the north. There is a brick wall that provides a buffer along the west and south property lines of Parcel 2. A 5' sidewalk is provided along the 80<sup>th</sup> Avenue Right-of-Way.

Parcel 1, is part of a 4.5 acre parcel currently used by the Trace, Vandenberg and ATI Ambulance Companies in unincorporated Will County. It does not contain any structures and is currently used for storage of ambulances. As part of the annexation and lot consolidation process, the southern 40' will be dedicated for 185<sup>th</sup> Street Right-of-Way. With the redevelopment of the parcel the access on 185<sup>th</sup> Street will be shifted to the east and will function as a shared access between the two parcels.

During a site visit to the property it was discovered that a portion of the property contained outdoor storage that did not meet ordinance requirements nor had approval been obtained. This area will be redeveloped with the expansion of the canopy, therefore Staff is recommending an area be designated for future temporary sales this is contained, neat, and orderly and meets ordinance requirements.

***Open Item #1: Existing temporary outdoor sales area does not meet Ordinance requirements. Applicant has provided a designated area for temporary outdoor sales.***



## PROPOSED USE & COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Applicant, Speedway, is proposing the expansion of their fueling station located at 18462 80<sup>th</sup> Avenue. The Applicant proposes to add seven (7) additional fueling dispensers which require additional area

beyond what can be provided on Parcels 2 & 3. The Applicant has therefore entered into a contract for purchase of Parcel 1, which after it is subdivided in the County, the Applicant proposes to annex it to the Village of Tinley Park. Upon annexation the Village will consider its rezoning and consolidation with Parcels 2 & 3. As a consolidated lot it will be reviewed as a Substantial Deviation of the approved Tinley Crossings Planned Unit Development.

The Village of Tinley Park Comprehensive Plan (2000) identifies this site as light industrial; however the Tinley Crossings PUD identified a *“retail convenience (or variety) stores with or without gas pumps”* as a permitted use within the PUD.

### ZONING & NEARBY LAND USES

The existing parcel (Parcel 2 & 3) is zoned M-1 PUD (Tinley Crossings Corporate Center Planned Unit Development) and lies within the Urban Design Overlay District. The property to the north of the parcel is also in the M-1 PUD. Property north of the PUD and 183<sup>rd</sup> Street is zoned R-3 Single Family Residential and the property to the east is zoned ORI- PUD Office and Restricted Industrial. The property immediately to the south is unincorporated Will County with the M-1 PUD surrounding the County parcel to the west and south. Parcel 1 is located in Will County. The Applicant is requesting Parcel 1 be rezoned to M-1 PUD upon annexation.

When Tinley Crossings was approved in 1998, the Development Agreement outlined the development standards for the eastern 12 acres (shaded in pink in the diagram to the right) allowing: *“ancillary business services which are primarily for the convenience of the persons and firms located within the development, provided that (1) such business uses are beneficial to the overall planned development (2) will not be injurious to adjacent or neighboring properties, (3) such uses are not available within reasonable proximity of the Subject Property, (4) are gauged primarily for the service and convenience of the business in the planned unit development, and (5) are design as a unit of limited size and made an integral part of the planned unit development, as well as the following additional uses: dry cleaning establishments; printing and copying establishments; banks and financial institutions; barber shops and beauty parlors; retail convenience (or variety) stores with or without gas pumps; restaurants, including drive-in.”*



The Agreement further stated that any additional land obtained by the owner or developer adjacent to the Subject Property, would be governed by the provisions of the Agreement once such additional land is annexed, rezoned and an amendment to the PUD has been granted, provided no additional lots were created and that the additional land only be added to existing lots. Parcels 2 & 3 were approved as part of the original Tinley Crossings Corporate Center PUD. They were also part of the eastern 12 acres

contemplated in the Development Agreement for ancillary uses. The annexation and consolidation of Parcel 1 with Parcels 2 & 3, is consistent with the parameters set forth in the approved Development Agreement between the Village and the original developer of the PUD (T.C.B. Development).

The table below outlines the bulk regulations for the M-1 District. There were no specific bulk regulations outlined for this property in the Development Agreement, rather the Agreement stated that any development of the property shall *“comply fully with a specific site plan or plans, including street and parking lot lighting, architecture, sign requirements and landscape plans, which subsequent site and landscape plan or plans shall be subject to the approval of the Village. Also, the Village shall retain the right to approve the number and height of buildings, approval of the architectural plans for the exterior of any buildings including the exterior building materials, parking, landscaping, lighting, street layout, provisions for water and sewer service, signs and location of any new detention/retention facilities and other proposed public improvement on said portion consistent with the then current Village ordinances.*

Staff performed the analysis of the subject property as a consolidated parcel (consolidated Parcels 1, 2 & 3), rather than as individual properties. The consolidated parcel meets all M-1 requirements with the exception of two: lot area and lot depth. The analysis is complicated by the fact that it is also located in the Urban Design Overlay District (UDO), which by intent is designed to promote non-motorized and public transportation movement to, within, and among properties. The location of the existing convenience store and fueling dispenser canopy predates the UDO District. Aspects of the District have been incorporated where possible; however the setbacks of the existing building and canopy will necessarily need to be addressed as an exception to the Urban Design Overlay District within the context of a PUD.

The minimum lot area in the M-1 district is 5 acres. Parcels 2 & 3 comprise 2.33 acres; with the addition of Parcel 1, the total acreage is 3.84 acres, which is below minimum lot area standards. As this is part of a Planned Unit Development a variance is not required, however it is brought to the attention of the Plan Commission as an exception to the Zoning Ordinance. The minimum lot depth in the M-1 District is 200'; portions of the consolidated lot measure 180' in depth. (Parcel 2 has a lot depth of 256'.) The exceptions to the M-1 Zoning District are noted in bold.

<b>M-1, GENERAL MANUFACTURING</b>		
<b>VILLAGE REGULATION</b>	<b>DIMENSION REQUIRED</b>	<b>PETITIONER'S DIMENSION (consolidated parcel)</b>
Front Yard Setback	50' minimum	54' (canopy)
Side Yard(s) Setback	25' / 50 (total of 2)	69' / 249'
Rear Yard Setback	30' minimum	62'
Maximum Building Height	65'	20.5'
Lot Area Minimum	5 acres	<b>3.84 acres</b>
Lot Width Minimum	200'	773.07'
Lot Depth Minimum	200'	<b>180.00'</b>
<b>URBAN DESIGN OVERLAY DISTRICT</b>		
Front Yard Setback	20' max	<b>54' (canopy)</b>

Traditionally an overlay district supersedes the underlying zoning district; however the Urban Design Overlay District is silent with respect to lot area and depth. The UDO District does however restrict the front yard setback to a maximum of 20 feet. The setback of the expanded canopy is somewhat limited by the location of the existing canopy which has a 54' setback from 80<sup>th</sup> Avenue. A point of note is that with the future widening of 80<sup>th</sup> Avenue, additional right-of-way will be taken from this property which will reduce the front yard setback to 25' on Parcel 1 and 44' on a portion of Parcel 2. As part of the PUD, this increase in proposed setback is considered an exception to the PUD rather than a variance. This exception has also been noted in bold in the table above.

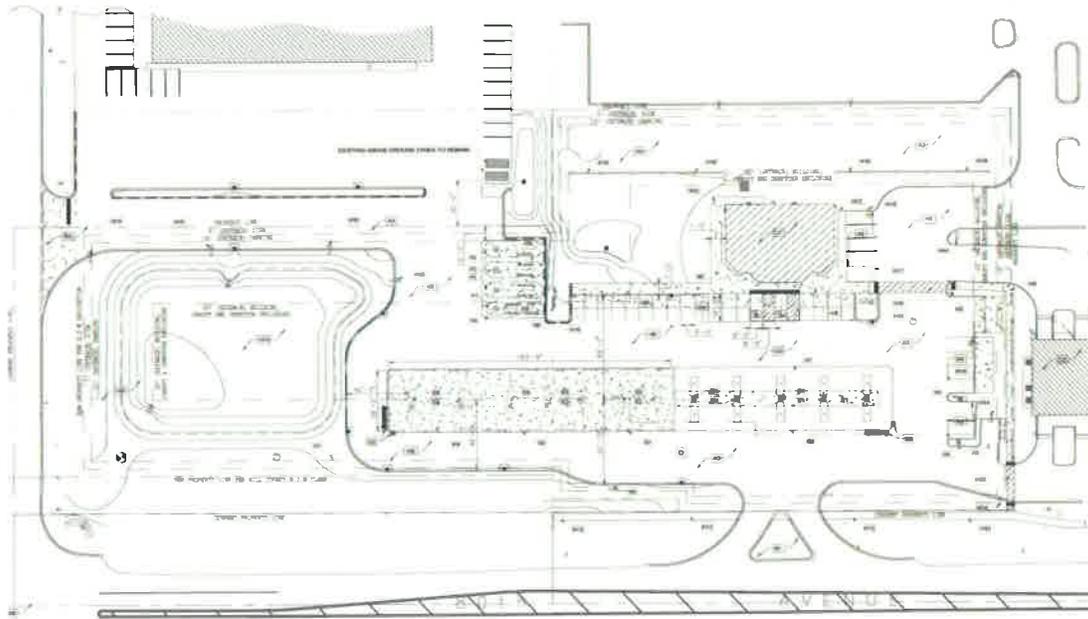
The requested rezoning for Parcel 1 to M-1 upon annexation is consistent with the zoning of the adjacent parcels and the Tinley Crossings Corporate Center PUD. It provides consistent zoning and landuse along the west side of 80<sup>th</sup> Avenue from 183<sup>rd</sup> to 185<sup>th</sup>; it was also part of the zoning/landuse contemplated with

the original PUD approval for this area. The annexation of Parcel 1 and the expansion of the fueling dispensers provides for an additional point of access (185<sup>th</sup>) and extension of the sidewalk along 80<sup>th</sup> Avenue which is consistent with the goals of the Urban Overlay District to accommodate pedestrian access.

***Open Item #2: The proposed improvements do not meet lot area, lot depth and front yard setback requirements of the M-1 and Urban Design Overlay District. Staff recommends recognizing these issues as exceptions of the M-1, General Manufacturing Zoning District and the Urban Design Overlay District.***

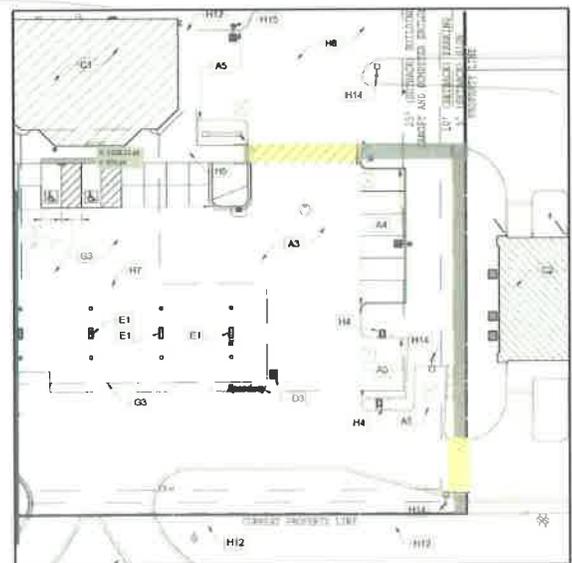
## GENERAL SITE PLAN REVIEW

Revised 08.28.15



The Urban Overlay District requires each site to “provide opportunities for the public to bike, walk, drive, or take public transportation to, among, and within the development while minimizing the conflicts between these methods.” A sidewalk exists along the 80<sup>th</sup> Avenue frontage of Parcels 2 & 3. This sidewalk will need to be extended across the 80<sup>th</sup> Avenue and 185<sup>th</sup> Street frontages of Parcel 1. Due to the future widening of 80<sup>th</sup> Avenue staff recommends cash-in-lieu of payment be made for the extension of the sidewalk along 80<sup>th</sup> Avenue and along 185<sup>th</sup> Street.

Consideration should also be made for pedestrian access from the sidewalk along 80<sup>th</sup> Avenue to the station. Staff has recommended a pedestrian path in the diagram which would include striping a crosswalk across two access ways.

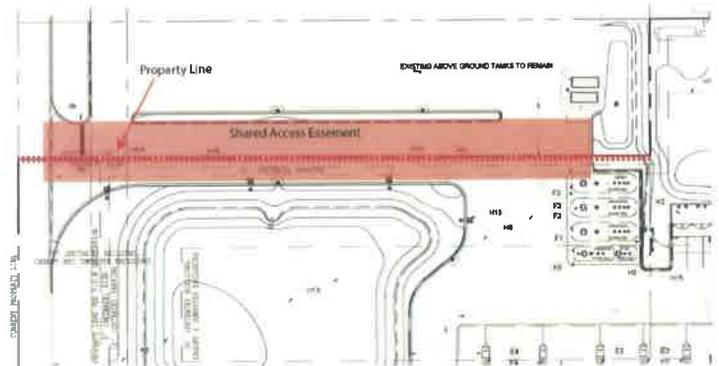


A bike trail will be constructed along the east side of 80<sup>th</sup> Avenue as part of future ROW improvements; therefore Staff encourages the provision of bike racks on site.

**Open Item #3:** A 6' sidewalk along 80<sup>th</sup> Avenue and 185<sup>th</sup> Street will be required; Staff recommends cash-in-lieu payment. This will be incorporated into the Annexation Agreement. The Overlay District requires opportunities for pedestrian and bicycle access. Applicant has provided a sidewalk and bike rack to address these concerns.

CIRCULATION

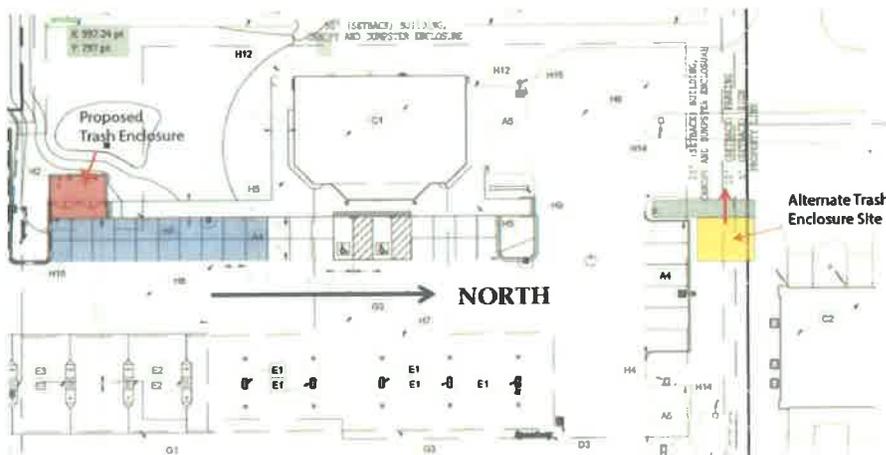
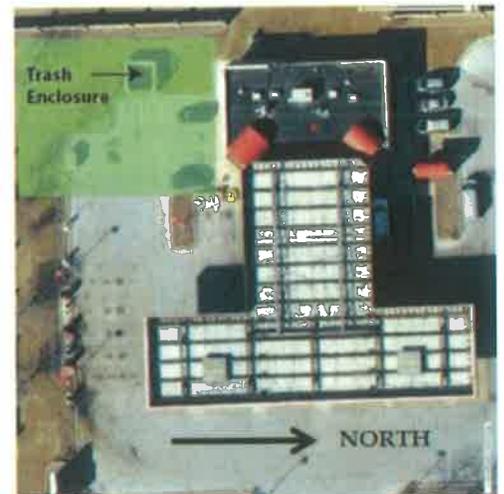
With the annexation of Parcel 1, another point of access is provided for the subject property at 185<sup>th</sup> Street. The plans indicate that the parcel west of the annexed parcel will then close their existing point of access and create a shared access with Parcel 1. The appropriate easement will need to be recorded with the plat indicating a cross access easement.



**Open Item #4:** Cross access easement is not provided on the proposed Plat of Subdivision. Applicant has revised the plat accordingly.

PARKING/TRASH ENCLOSURE

The current provision of 21 parking spaces meets ordinance requirements for the 3,100 square foot C-Store. Since there is no expansion or change of use proposed for the C-Store, no additional parking is required. The Applicant has stated that due to congestion experienced at the current facility they have planned for an additional 9 parking spaces for a total of 30 parking spaces. The proposed parking is aligned along the front of the convenience store. The south side of the C-Store has been revised to accommodate the additional parking as well as the area south of the carwash. The paved area south of the C-store will be removed (shaded in green) and is proposed to be landscaped. The Applicant has agreed to locate the trash enclosure just south of the car wash per Staff's recommendation.



Staff has expressed concern regarding the proposed location of the trash enclosure. The Applicant has proposed it to be located in a highly visible location with parking spaces directly in front of the gates that may compromise collection operations. During several site visits to the facility, staff found the gate open and the trash enclosure exposed. The gates are actually propped open as seen in the photograph.

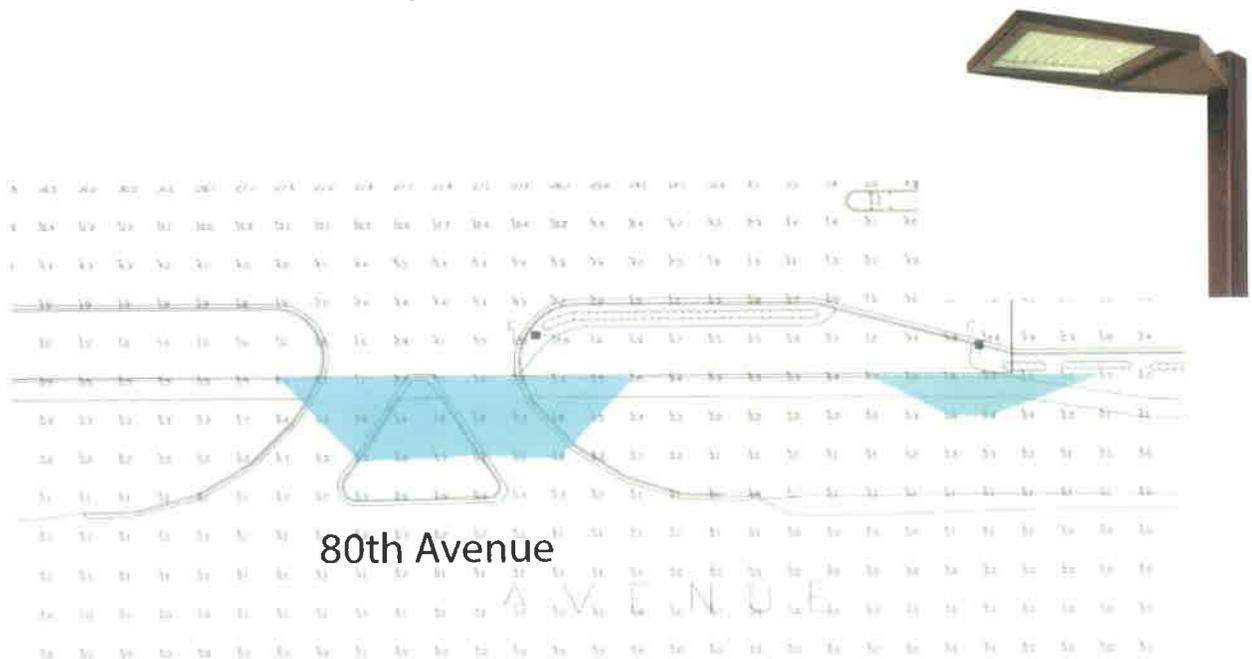


Staff believes there are other locations that may be less conspicuous and unsightly to the general public. One recommendation is provided in yellow in the diagram above.

***Open Item #5: The proposed location for the trash enclosure presents operational issues and is highly visible to the public. Applicant has agreed to move the trash enclosure to an area south of the car wash.***

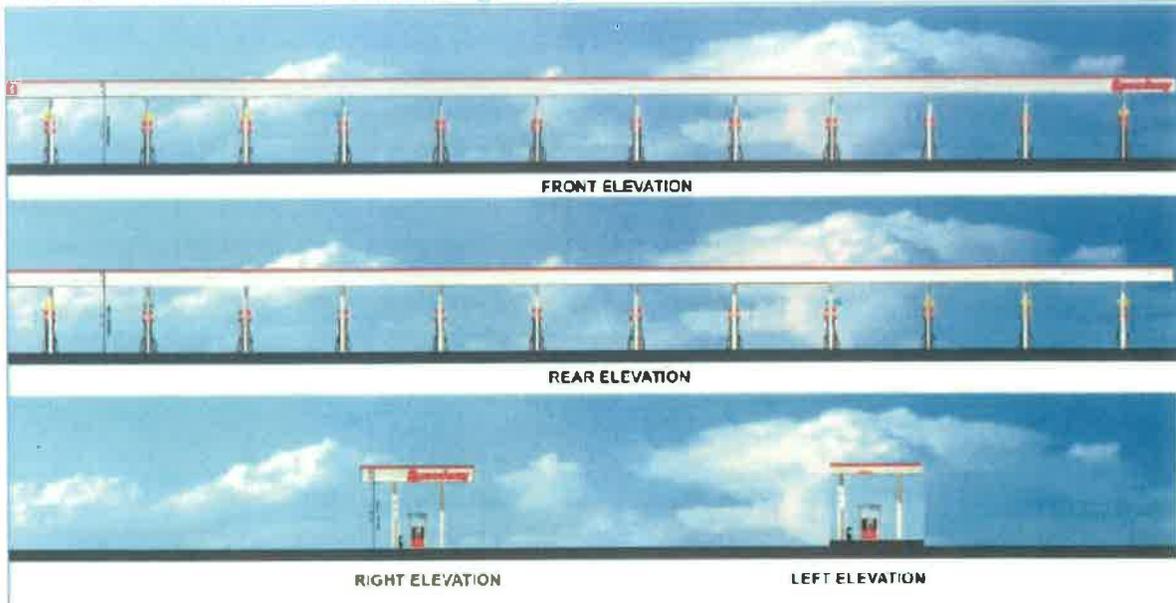
LIGHTING

With the expansion of the canopy, additional lighting will be installed under the canopy and along the drive access to 185<sup>th</sup> Street. One of the existing lights at the entrance to 80<sup>th</sup> Avenue will be removed. The Village Zoning Ordinance states that the light on the lot “shall not cause illumination in excess of .5 foot candle when measured in a residential district.” Village policy has been to enforce this limit at all property edges. The Photometric Plan submitted by the Applicant indicates two small areas where existing lights exceed ordinance foot candle limits. There are no residential properties in the proximity of these areas; therefore Staff is comfortable with maintaining these current light levels. The lighting will match existing fixtures.



**ARCHITECTURE**

The existing 16.5 foot tall fueling dispenser canopy will be extended to the south an additional 183.75'. The canopy extension will be the same width (39.5') as the existing canopy. The design/color of the canopy extension will be the same as the existing canopy.



## SIGNAGE



The proposed plan indicates the removal of the existing ground mounted sign along 80<sup>th</sup> Avenue. The Applicant has requested a new ground mounted sign to be located further south on the 80<sup>th</sup> Avenue frontage. The Applicant has revised the sign to remove the electronic message board. Electronic gas price signs are permitted in the Sign Regulations; however they are limited to twenty (20) square feet in area. The Ordinance is unclear as to whether this is per sign face or if it is a total sign area limitation. The proposed plan is not sufficiently labeled to determine the sign area for the gas prices. The Applicant has stated they will ensure the electronic gas prices will be in conformance with Code.

Currently there is a considerable amount of temporary signage on the property as evidenced in the photos below, however now that the electronic message board has been removed from the ground mounted signs, temporary windows will be allowed provided they do not cover more than 25% of the window surface area.



There are two (2) other ground mounted signs on the property that include manually changeable message signs. These types of signs are prohibited per the Village Zoning Ordinance (Ordinance 2007-0-024, adopted April 17, 2007). When the ordinance was adopted, existing manually changeable signs were given three (3) years from the day of adoption to be removed or property owners were allowed to replace them with electronic message signs. **The Applicant has agreed to remove the manual changeable copy and will not be replacing them with electronic message signs.**

Village policy allows only one ground mounted sign per right-of-way frontage. There are a total of three (3) ground mounted signs on the property. The property's location on the corner may support two (2) signs, but staff encourages discussion of maintaining three (3) ground mounted signs. **The Applicant has agreed to remove the ground mounted sign adjacent to the C-store, depicted on the left below.**



Existing

**The Applicant is proposing a fixed sign for the car wash as depicted below and has stated they will comply with the Village Sign Ordinance. Dimensioned signs have not yet been**

submitted therefore Staff recommends the Commission condition the Special Use Approval on approval of a final Sign Plan.



The canopy has several signs proposed for the canopy; these are consistent with the existing canopy signage. The signs approximate 176 square feet in size. Village policy has been to restrict the total sign area to no greater than 120 SF; however the ordinance has conflicting references with respect to sign area in industrial districts. The Ordinance delegates review authority for signs to the Plan Commission as part of the Site Plan Approval process. In addition, within a planned unit development there is inherent flexibility with site issues such as this.

***Open Item #6: The proposed plans indicate signs that exceed Village regulations. The Applicant has agreed to remove one ground mounted sign, remove all manual changeable copy signs, and bring ground mounted signs into conformance with Village Sign Ordinance. There will be no electronic message signs. A final Sign Plan has not been submitted; Staff recommends making final approval of the Sign Plan a condition of the Special Use.***

## LANDSCAPING

The intent of the Village's Landscape Ordinance is to utilize landscape materials to enhance proposed development, soften the impact of parking areas, provide a buffer between land uses, and create an overall quality aesthetic for the site. Bufferyards are required on all property edges per Village Ordinance. The existing development has existing landscaped areas, most of which are well maintained. There are areas however that do not meet Ordinance requirements and/or are dead or need maintenance. The Applicant has not provided requested information regarding existing landscaping therefore the landscape review is incomplete. With respect to the proposed landscape, the following comments apply:

1. The Plant List needs to include information about spacing;
2. Plans should identify quantity, size and type of existing trees and shrubs to remain;
3. Bufferyards must be provided in compliance with Section 158.07 **BUFFERYARD**

**REQUIREMENTS** of the Landscape Ordinance. The east bufferyard needs variety beyond two types of evergreen shrubs in a linear arrangement. Staff recommends utilizing small plant groupings rather than a strictly linear planting arrangement;

4. Street trees must be provided on Parcel 1. Ordinance requires spacing 25' on center; and
5. Bufferyards are lacking required plant material as indicated in the chart below:

LOCATION	REQUIRED BUFFERYD TYPE	REQUIRED WIDTH	PRO-VIDED WIDTH	BUFFERYD LENGTH	REQUIRED UNITS	PROVIDED	DEFICIENCY	COMMENT
West property line	B- commercial to commercial	5' (narrowest classification)	20'+	280'- (175' without fence, 105' with fence)	6 canopy	6 canopy	0 canopy	Length only includes northern portion of parcel where true bufferyard is possible. 105' fence is also present, partially reducing requirements.
					2 understory	2 understory	0 understory	
					27 shrubs	30 shrubs	+3 shrubs	
North property line	B-commercial to commercial	5' (narrowest classification)	20'+	175' (50'+10'+115')	5 canopy	5 canopy	0 canopy	Excluding cross access easements
					2 understory	2 understory	0 understory	
					21 shrubs	22 shrubs	+1 shrubs	
East property line	C- commercial to arterial road	10' (narrowest classification)	18'- 20'+	535' (585'-50' entrance)	19 canopy	14 canopy	-5 canopy	Row of existing shrubs counted as 14.
					8 understory	8 understory	0 understory	
					75 shrubs	90 shrubs (76+14)	+15 shrubs	
South property line	B- commercial to collector road	5' (narrowest classification)	20'+	160'	4 canopy	4 canopy	0 canopy	
					1 understory	2 understory	+1 understory	
					20 shrubs	34 shrubs	+14 shrubs	
Parkway	N/A	N/A	N/A	N/A	12-13	0	12-13 canopy trees	Plan does not indicate species, consideration must be given to utility lines; locate further west.
TOTAL							- 17-18 canopy	
							+1 understory	
							+33 shrubs	

**Open Item #7:** Several items related to the proposed Landscape Plan need to be addressed. *The Applicant has agreed to revise the Landscape Plan in compliance to staff's recommendations including relocating street trees throughout the site. A final Landscape Plan has not been received; Staff recommends making final approval of the Landscape Plan a condition of the Special Use.*

**STAFF REVIEW: ENGINEERING, BUILDING AND FIRE DEPARTMENT**

The Applicant has satisfied concerns expressed by the Consultant Engineer, Building and Fire Departments.

**FINDINGS OF FACT**

Staff has provided the following Findings of Fact to assist in your review. 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.

**Rezoning (Map Amendment) from R-1 Single Family Residential to M-1 General Manufacturing**

**1. The proposed zoning is consistent with the existing uses in the area.**

- The subject property is part of the 165 acre Tinley Crossings Corporate Center PUD which was adopted in 1998 which was zoned M-1 General Manufacturing.
- In 1999, the Village approved the site plan for the existing fueling station and convenience store; in 2002 the PUD was amended to allow for a car wash.
- When Tinley Crossings was approved in 1998, the Development Agreement outlined the development standards for the eastern 12 acres (shaded in pink in the diagram to the right) allowing: *...“retail convenience (or variety) stores with or without gas pumps; restaurants, including drive-in.”*
- *The proposed zoning will provide for the extension of the existing uses on the adjacent property*



**2. The proposed zoning is compatible with present zoning in the area.**

- The subject property is part of a 165 acre PUD that is zoned M-1 General Manufacturing.
- The property to the north of the parcel is also in the M-1 PUD.
- Property to the east is zoned ORI- PUD Office and Restricted Industrial which is compatible with existing and proposed uses..
- The property immediately to the south is unincorporated Will County with the M-1 PUD surrounding the County parcel to the west and south.

**3. The existing zoning is not suitable for the property or its surrounding area.**

- The R-1 zoning district, as the most restrictive zoning district, is considered a ‘holding’ district when property is annexed to the Village. Rezoning is considered once a development proposal is submitted for consideration by the Village. The proximity of this parcel to existing industrial and commercial uses, as well as its limited size, make it unsuitable for Single-Family Development. The R-1 zoning district has a 20,000 SF minimum per dwelling unit; the subject parcel is 1.51 acres in size. If the property were to be developed under the R-1 zoning district it would require variances from the Zoning Ordinance and would be negatively impacted by the existing uses and adjacency to large commercial roadways.

**3. The proposed zoning is consistent with the trend of development in the area.**

- The development of this parcel as part of the Tinley Crossings Corporate Center Planned Unit Development is consistent with the development trend of the adjacent parcels as part of the 12 acres planned for commercial development within the approved PUD.
- 80<sup>th</sup> Avenue is planned for future widening which will accommodate the development trend of the subject parcel and adjacent parcels.

**4. There is a need for the proposed rezoning.**

- The Petitioner has requested the proposed zoning as part of the planned expansion of an existing use (gas station).
- Absent the requested zoning the property would either continue with its existing use (ambulance storage) or redevelop in the county as an industrial use.
- The approval of the requested zoning will allow for the redevelopment of the subject parcel as an extension of an existing use and provide for improvements on the existing parcel and subject parcel consistent with Village Code and standards.

**Special Use Permit**

*A Special Use Permit to allow for a Substantial Deviation of the Tinley Crossings Corporate Center Planned Unit Development allowing the expansion of a fueling canopy and related site improvements with exceptions.*

**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 proposed improvements provide for an expansion of an existing use (fueling station)
- The proposed improvements have been reviewed by Public Safety and Village Staff for conformance to Village Code.
- The Petitioner has proposed improvements to the existing facility that bring the existing site into conformity with Village Code.
- The Petitioner has provided additional landscaping throughout the site that will serve to provide additional screening of the automotive uses.
- The proposed improvements include installation of a sidewalk that will provide safe pedestrian movement within the site.

**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 proposed improvements are an expansion of the existing uses which have been present since 1999.
- The proposed improvements provide for additional landscaping throughout the site.
- The proposed improvement will provide an additional point of access to the site (at 185<sup>th</sup> Street).
- Through the annexation, rezoning and approval of plans for Parcel 1, the property will result in improved aesthetics and additional greenspace beyond its current conditions.

**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 majority of the area in the immediate vicinity is developed.
- The subject property is part of an approved PUD which provides for the orderly development and redevelopment of adjacent property.
- The approval of the Special Use will allow for an extension of an existing use that was approved in accordance with Village Code which provides for the normal and orderly development of property.

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

- The proposed improvements have been reviewed and supported by the Village Engineer.
- Additional landscaping will reduce the storm water run-off for the site.

- The proposed plans have taken into consideration the future improvements to 80<sup>th</sup> Avenue.
- The subject property has provided for right-of-way (ROW) dedications for 80<sup>th</sup> Avenue and 185<sup>th</sup> Street.

**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 proposed improvements provide for an additional point of access to the site at 185<sup>th</sup> Street.
- The subject property will be reviewed in consideration of future ROW improvements on 80<sup>th</sup> Avenue.
- A share access easement has been provided on the Plat which provides for the ingress/egress at 185<sup>th</sup> Street.

**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 proposed project meets a all Village requirements with the exception of the following:
  - Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required)
  - Lot depth minimum for the M-1 District (180' provided; 200' required)
  - Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum)

**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 will allow for the expansion of the fueling dispensers (seven additional) which will provide a direct economic impact through sales tax.
- The approval of the Special Use will increase property tax revenue through the annexation of Parcel 1.
- The approval of the Special Use will indirectly contribute to the economic development of the community by improving the aesthetics of Parcel 1 and establish a uniform presence to this section of the 80<sup>th</sup> Avenue.

**RECOMMENDATION/RECOMMENDED MOTION**

---

**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 expansion of the Speedway Gas Station at 18460 80<sup>th</sup> Avenue.

Additionally, we recommend that the Village Board grant the Applicant, Melanie Foss, on behalf of Speedway, a Rezoning (Map Amendment ) from R-1 Single Family Residential to M-1 General Manufacturing to allow for the expansion of the fueling canopy for the existing Speedway Gas Station located at 18460 80<sup>th</sup> Avenue. Findings of Fact submitted by Village Staff, as amended by the Plan Commission are submitted as part of the record for this meeting.

The Plan Commission further recommends to the Village Board the approval of the Plat of Consolidation for the three (3) parcels that comprise the Speedway Gas Station and Car Wash conditioned upon final engineering approval.

The Plan Commission further recommends to the Village Board the granting to the Applicant, Melanie Foss, on behalf of Speedway, a Special Use for a Substantial Deviation from the approved Tinley Crossings Corporate Center Planned Unit Development with exceptions from the Village Zoning Ordinance as noted below, and adopt Findings of Fact submitted by the Applicant and as provided by Village Staff and the Plan Commission at this meeting.

Exceptions to the Zoning Ordinance requirements within this PUD include:

1. Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required)
2. Lot depth minimum for the M-1 District (180' provided; 200' required)
3. Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum)

The Plan Commission recommends the Special Use for a Substantial Deviation be approved with the following conditions, which must be satisfied prior to issuance of a Certificate of Occupancy:

1. Final Landscape Plan Approval;
2. Final Sign Plan Approval;
3. **Withdrawal of State Gaming License for Video Gaming by Speedway, LLC, for this location; and**
4. **No future application for Video Gaming by Speedway for this location.**

**All the forgoing approvals are subject to the precondition of annexation by the Village of the 8405 185<sup>th</sup> Street parcel (Parcel 1).**

**LIST OF REVIEWED PLANS**

**Speedway – 18460 80<sup>th</sup> Ave.  
LIST OF SUBMITTED PLANS  
RECEIVED August 28, 2015**

Submitted Sheet Name		Prepared By	Date On Sheet
CV	Cover Sheet	CDG	07/31/15
CZ.1	Zoning Site Plan	CDG	08-27-15
CD	Demolition Plan	CDG	07/30/15
CS1	Plot Plan	CDG	07/30/15
CS2	Dimension Plan	CDG	07/30/15
QS-1	Equipment Plan	CDG	07/30/15
QS -2	Equipment Plan Details	CDG	07/30/15
CG-1	Grading Plan	CDG	07/30/15
CG-2	Grading Plan Details	CDG	07/30/15
CG-3	Pre-Post Drainage Plan	CDG	07/30/15
CE-1	Stormwater Pollution Prevention Plan	CDG	07/30/15
CE-2	Stormwater Pollution Prevention Plan Details	CDG	07/30/15
CU-1	Piping and Utilities Plan	CDG	07/30/15
CU-2	Utility Details	CDG	07/30/15
SS.1	Signage Plan	CDG	
SS.2	Ground Mount Sign	CDG	01/19/15
SS.3	Existing Car Wash Sign	CDG	07/31/15
SS.4	Existing Store Sign	CDG	07/31/15
LP.1	Landscape Plan	BDG	01/19/15
LP.2	Detailed Landscape Plan	BDG	01/19/15
LP.3	Landscape Plan	BDG	
LP.4	Landscape Specs	BDG	
CR	Circulation Plan	CDG	07/31/15
IDOT 1	IDOT Details	WT	07/30/15
IDOT 2	IDOT Details	WT	07/30/15
IDOT 3	Specifications	WT	07/30/15
IDOT 4	Specifications	WT	07/30/15
EX-1	Existing Conditions Exhibit	WT	07/30/15
EX-2	Proposed Conditions Exhibit	WT	07/30/15
PS-1	Drainage & Utility Details & Specifications		10/18/11
QS-1	Yard Equipment Installation		12/18/13
CP-1	Pavement & Curbing Details		05/21/14
ELEV	Canopy Elevations	CDG	01/19/15
2E	Dumpster Enclosure		06/06/13
1 of 3	ALTA/ACSM Land Title Survey	WT	
2 of 3	ALTA/ACSM Land Title Survey	WT	

3 of 3	ALTA/ACSM Land Title Survey	WT	
ANX-1	Plat of Annexation	WT	07/29/15
SUB-1	Preliminary Plat of Subdivision	WT	07/29/15
SUB-2	Preliminary Plat of Subdivision	WT	07/29/15
1 of 1	Lighting Proposal	LSI	07/30/15

CDG Corporate Design & Development Group, LLC  
 BDG Brisseau Design Group, LLC

WT W-T Civil Engineering, LLC  
 LSI LSI Industries

VILLAGE OF TINLEY PARK

APPLICATION FOR SITE PLAN APPROVAL

PROJECT NAME: Speedway Canopy Expansion LOCATION: 18460 80th Ave, Tinley Park, IL

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: Speedway LLC Att: Melonie Fuoss
Company: Speedway LLC
Mailing Address: 8200 185th St, Suite E, Tinley Park, IL 60487
Phone (Office): 708.444.7082
Phone (Cell): 224.406.3717
Fax: 419.421.8473
Email: mfuoss@speedway.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:

The applicant is interested in the property to the south of their current location, the applicant is looking to expand their current location.

PROPERTY INFORMATION

Property Address: 18460 80th Ave, Tinley Park
PIN(s): 19-09-02-200-014
Existing Land Use: Vacant
Zoning District: Unincorporated Will County
Lot Dimensions: 208.0387 Feet x 350 Feet
Property Owner(s):
Mailing Address:

APPLICATION INFORMATION

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

The proposed project is a auto/diesel canopy expansion to an existing Speedway canopy currently located on site today. This auto/diesel canopy would include 7 new dispensers, new trash enclosure, new ground mount sign and new underground storage tanks.

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

5/19/2015 Date

**VILLAGE OF TINLEY PARK**  
**SITE PLAN APPROVAL**  
**CONTACT INFORMATION**

**PROJECT NAME:** Speedway Canopy Expansion

**LOCATION:** 18460 80th Ave, Tinley Park, IL

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:** Christopher J. Vandenberg  
**Company:** \_\_\_\_\_  
**Address:** 8410 West 183rd Place, Tinley Park, IL  
**Phone:** 708.642.8276  
**Fax:** 708.570.1652  
**Email:** ChrisVandenberg@VandenbergLaw.com

**PROJECT ARCHITECT**

**Name:** Christian Kallschefscki and Kimberly Strnad  
**Company:** Corporate Design + Development Group LLC  
**Address:** 2675 Pratum Ave, Hoffman Estates, IL  
**Phone:** 224.293.6961  
**Fax:** 224.293.6966  
**Email:** klmstmad@cdg-llc.com

**PROJECT ENGINEER**

**Name:** Todd Abrams  
**Company:** WT Engineering LLC  
**Address:** 2675 Pratum Ave, Hoffman Estates, IL  
**Phone:** 224.293.6391  
**Fax:** 224.293.6966  
**Email:** todd.abrams@wtengineering.com

**PROJECT LANDSCAPE ARCHITECT**

**Name:** Joseph Brusseau  
**Company:** Brusseau Design Group  
**Address:** 2675 Pratum Ave, Hoffman Estate, IL  
**Phone:** 224.293.6471  
**Fax:** 224.293.6966  
**Email:** Joe@brusseauesigngroup.com

**ATTORNEY**

**Name:** Kevin Lewis  
**Company:** Speedway LLC  
**Address:** 500 Speedway Drive, Enon OH  
**Phone:** (937)863-6268  
**Fax:** \_\_\_\_\_  
**Email:** kllewis@speedway.com

**END USER**

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

VILLAGE OF TINLEY PARK

SITE PLAN APPROVAL  
RESPONSIBLE PARTIES

PROJECT NAME: Speedway Canopy Expansion

LOCATION: 18460 80th Ave, Tinley Park, IL

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: Speedway LLC Attn: Melonie Fuoss  
Company: Speedway LLC  
Address: 8200 185th Street Suite E, Tinley Park, IL60487  
Phone: 708.444.7082  
Fax: 419.421.8473  
Email: mfuoss@speedway.com

**RESPONSIBLE FOR PLAN REVIEW FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR BUILDING PERMIT FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR ATTORNEY FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR ENGINEERING/  
CONSTRUCTION OVERSIGHT FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR LANDSCAPE REVIEW  
FEES**

Name: Same as General Billing  
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: Speedway LLC: Attn: Melonia Fuoss  
Mailing Address: 8200 185th Street Suite E  
City, State, Zip: Tinley Park, IL 60487  
Phone Numbers: 708.444.7082 (Day) Fax Number: 419.421.8473  
224.408.3717 (Evening)  
(Cell)  
Email Address: mfuoss@speedway.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):

The nature of the petitioner's interest in the property is to expand it's existing gas station by adding more pumps and on site circulation and access drive along 185th street.

**B. Property Information:**

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

Property Owner(s): Christopher J. Vandenberg  
Mailing Address: 8410 West 183rd Place  
City, State, Zip: Tinley Park, IL 60487

Property Address: 8040 185th Street, Tinley Park, IL 60487  
Permanent Index No. (PINs) 19-09-02-200-014  
Existing land use: Existing Business  
Lot dimensions and area: 374.22 X 350.00 (Dimensions) 3.007 Acres

**C. Petition Information:**

Present Zoning District: Unincorporated Will County  
Requested Zoning District: M1 General Manufacturing District

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

Yes  No

If yes, identify the proposed use: Currently the Speedway site has a special use permit, looking to extend the special to the new area Speedway is buying, to expand the gas station.

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]  
Signature of Applicant

7/29/2015  
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.**

Please see attached document.

- 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.**

Please see attached document.

- 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.**

Please see attached document.

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

Please see attached document.

- 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.**

Please see attached document.

- 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.**

Please see attached document.

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

Please see attached document.

**PETITION REQUESTING ANNEXATION  
TO THE VILLAGE OF TINLEY PARK, ILLINOIS**

**TO: THE VILLAGE CLERK, VILLAGE OF TINLEY PARK, ILLINOIS**

We the undersigned Petitioners, owners of record of all the land herein requested to be annexed, respectfully represent that all the conditions required for annexation to the Village of Tinley Park, pursuant to and in accordance with Chapter 65, Illinois Compiled Statutes, Act 5, Illinois Municipal Code, Article 7, Division 1, Section 8 (65 ILCS 5/7-1-8) do hereby exist, to wit:

1. That the territory requested to be annexed is described as follows (include tax identification number):

**THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MEIDIAN, IN WILL COUNTY, ILLINOIS.**

2. That the described territory is not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, a municipality organized and existing under the laws of the State of Illinois.
3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition.
4. That this petition is signed by the owners of record of all land in the described territory.
5. That there are no electors residing in the described territory.

**WHEREFORE**, your Petitioners respectfully request the Corporate Authorities of the Village of Tinley Park to annex the above described territory to the Village of Tinley Park.

<u>PRINTED NAME(S) of OWNER(S)</u>	<u>SIGNED NAME(S) of OWNER(S)</u>	<u>ADDRESS</u>
GREEN WAVE CAPITAL CORPORATION	Christopher J. Vandenberg, President	8410 183RD PL TINLEY PARK, IL 60482

I, Christopher J. Vandenberg, President Green Wave Capital Corp (printed name of individual signing oath) do hereby state under oath that I am one of the petitioners in the above and foregoing Petition for Annexation, that I have read the same, and that the facts stated in such Petition are true and correct.

Chris Vandenberg (signature)

To be completed by a Notary Public:  
Subscribed and sworn to before me this 30<sup>th</sup> day of July, 2015

Rochelle M. Ambroz  
Notary Public



# Daily Southtown

8045 185th Street  
8/16/2015

## 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 **8/16/2015** and the last publication was **8/16/2015**

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, September 3, 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 to grant the Applicant, Speedway, LLC, a Rezoning (Zoning Map Amendment) and a Special Use Permit for a Substantial Deviation to the Tinley Crossings Corporate Center Planned Unit Development. The Applicant has submitted petitions for the following: 1. To rezone the approximate 1.51 acre property located at 8045 185th Street upon its Annexation to the Village of Tinley Park from R-1 Single-Family Residential District to M-1 General Manufacturing District, under the Tinley Park Zoning Ordinance; and 2. A Special Use Permit for a Substantial Deviation of the Tinley Crossings Planned Unit Development allowing the expansion of the existing fueling station canopy of approximately 7,653 SF to accommodate seven (7) additional fueling dispensers on property located at 18460 80th Avenue. The expansion of the fueling canopy will involve additional landscaping, lighting, and signage. As a part of the Substantial Deviation of the approved Planned Unit Development, the Applicant is requesting exceptions to the M-1 General Manufacturing Zoning District standards set forth in the Village Zoning Ordinance, including: 1. A decrease of lot area from the required minimum of 5 acres to 3.84 acres; and 2. A decrease of lot depth from the required minimum of 200' to 180.00'. As a part of the Substantial Deviation of the approved Planned Unit Development, the Applicant is also requesting an exception to Urban Design Overlay District standards set forth in the Village Zoning Ordinance, including but not limited to: 1. An increase of the front yard setback from the required maximum of 20' to 54'. The Site Plan, Architectural Elevations, Sign Plan, and Landscape Plan submitted by the Applicant are on file at the Clerk's Office and can be viewed during regular business hours. LEGAL DESCRIPTIONS: 1) Parcel for which Rezoning upon Annexation is requested: PARCEL 1: THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE

ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885, IN WILL COUNTY, ILLINOIS, PARCEL 3: LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137. METES AND BOUNDS DESCRIPTION: THAT PART OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885 AND THAT PART OF LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137. AND PART OF THE SOUTH 350.00 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 32; THENCE SOUTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF 80TH AVENUE, 774.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 30 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE, 188.07 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE EAST 248.07 FEET OF SAID NORTHEAST QUARTER, A DISTANCE OF 350.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 22; THENCE SOUTH 88 DEGREES 30 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 76.22 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST

NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. P.I.N. #: Part of 19-09-02-200-014 (unsubdivided) PROPERTY ADDRESS: 8045 185th Street  
2) Parcel for which a Special Use Permit for a Substantial Deviation to the Tinley Crossings Corporate Center Planned Unit Development and Exceptions are requested;  
PARCEL 1: THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. PARCEL 2: THE EAST 264.29 FEET OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

LINE OF THE EAST 264.29 FEET OF SAID LOT 22, A DISTANCE OF 298.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 22; THENCE NORTH 88 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 84.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 32, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS. P.I.N. #: 19-09-02-205-019 19-09-02-205-026 & Part of 19-09-02-200-014 (unsubdivided) PROPERTY ADDRESSES: 18460 80th Avenue, 8045 195th Street. PETITIONER: Melanie Fuoss, on behalf of Speedway, LLC. The proposed Rezoning (Map Amendment) and Special Use Permit for a Substantial Deviation of the Tinley Crossings Corporate Center Planned Unit Development 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 Rezoning (Map Amendment) and Special Use Permit. 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 – CHAIRMAN, PLAN COMMISSION

# Daily Southtown

Northwest corner of the intersection of 185th Street and 80th Avenue  
10/11/2015

## 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 **10/11/2015** and the last publication was **10/11/2015**

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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a public hearing at the hour of 8:00 p.m., or as soon thereafter as the matter may be heard, on the 3rd day of November, 2015, at the Village Hall in the Council Chambers, 16250 S. Oak Park Avenue, Tinley Park, Illinois, to consider a proposed annexation agreement between the Village of Tinley Park and the Owner and Developer of the following described property, all pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq. The Parcel proposed for annexation (the "Subject Property") is legally described as follows: PARCEL 1: THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. P.I.N.: Part of 19-09-02-200-014 (unsubdivided) COMMONLY KNOWN AS: Property at the Northwest corner of the intersection of 185th Street and 80th Avenue, which property consists of approximately 1.51 acres in unincorporated Frankfort Township, Will County, Illinois, together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1. Additional Parcels already within the corporate limits of the Village but impacted by and subject to certain terms in the proposed annexation agreement include: PARCEL 2: THE EAST 264.29 FEET OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885, IN WILL COUNTY, ILLINOIS. PARCEL 3: LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137. P.I.N.s: 19-09-02-205-019, 19-09-02-205-026 PROPERTY ADDRESS:

18460 S. 80th Avenue The Subject Property is 1.511 acres and collectively, the parcels affected by the annexation agreement inclusive of the Subject Property consist of approximately 3.84 acres on the west side of 80th Avenue and the north side of 185th Street. The Subject Property is proposed to be developed as an expansion to the existing Speedway gas station and convenience store on the affected parcels. A draft of the proposed annexation agreement is on file and available for public inspection at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, from and after October 15, 2015. The matters to be included in the annexation agreement shall include but are not limited to the following: 1. Annexation of the Subject Property described above. 2. Rezoning of the Subject Property upon annexation from R-1 Single-Family Residential District to the M-1 General Manufacturing Zoning District under the Tinley Park Zoning Ordinance. 3. Terms relating to development of the Subject Property as part of the expansion of the existing Speedway automobile service station and convenience store, including but not limited to a prohibition on video gaming at the service station as expanded. 4. Contributions to be made by the Developer and recapture payments to be paid by the Developer. 5. Stormwater retention/detention and storm sewer requirements. 6. Granting of necessary easements. 7. Payment in lieu of the installation of sidewalks. 8. Term of the Agreement. 9. Provision for installation of necessary utilities. 10. Reimbursement to Village of certain fees and expenses. 11. Approval of landscaping and signage. 12. Other miscellaneous provisions. The proposed Annexation Agreement may be added to, revised, or eliminated as a result of the Public Hearing. All persons wishing to be heard may appear and be heard at the public hearing. 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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois. By: Patrick Rea Village Clerk

**MINUTES OF THE BOARD OF TRUSTEES,  
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,  
ILLINOIS, HELD OCTOBER 20, 2015**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Municipal Building on October 20, 2015. Mayor Seaman called this meeting to order at 8:01 p.m. and led the Board and audience in the Pledge of Allegiance.

Mayor Seaman introduced students from Victor J. Andrew High School, Tinley Park High School and Lincoln-Way North High School who are taking part in the Village's Youth In Government Program. He also introduced two (2) Life Scouts from Boyscout Troop 911 who visited the Village Board meeting as part of their Citizens in the Community Badge.

Present and responding to roll call were the following:

Village Mayor:	David G. Seaman
Village Deputy Clerk:	Laura J. Godette
Trustees:	Brian S. Maher T.J. Grady Michael J. Pannitto Jacob C. Vandenberg Brian H. Younker Bernard E. Brady
Absent:	
Village Clerk:	Patrick E. Rea
Also Present:	
Village Manager:	David J. Niemeyer
Village Attorney:	Thomas M. Melody
Village Engineer:	Jennifer S. Prinz

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 Pannitto, to approve and place on file the minutes of the regular Village Board meeting held on October 6, 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 Deputy Clerk:

- A. CONSIDER REQUEST FROM THE CRISIS CENTER OF SOUTH SUBURBIA TO CONDUCT A RAFFLE FROM NOVEMBER 15, 2015, TO FEBRUARY 20, 2016. WINNERS WILL BE DRAWN AT SILVER LAKE COUNTRY CLUB IN ORLAND PARK ON FEBRUARY 20, 2016.
- B. REQUEST FROM PARK LAWN TO CONDUCT A TAG DAY FUNDRAISER ON FRIDAY, MARCH 25 AND SATURDAY, MARCH 26, 2016, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- C. REQUEST PROCLAIMING NOVEMBER 28, 2015, AS “SMALL BUSINESS SATURDAY” IN THE VILLAGE OF TINLEY PARK.
- D. CONSIDER A REQUEST FOR A BLOCK PARTY PERMIT ON SUNDAY, NOVEMBER 1, 2015, AT 172<sup>ND</sup> STREET BETWEEN OAK PARK AVENUE AND 67<sup>TH</sup> COURT (VFW) FROM NOON TO 5 P.M.
- E. PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$1,876,015.21 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED OCTOBER 9 AND OCTOBER 16, 2015.

Motion was made by Trustee Pannitto, seconded by Trustee Brady, 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 Brady, to place on first reading **RESOLUTION 2015-R-040 APPROVING AN ANNEXATION AGREEMENT WITH GREEN WAVE CAPITAL CORPORATION AND SPEEDWAY FOR THE DEVELOPMENT OF AN EXPANDED AUTOMOBILE SERVICE STATION AND ANNEXATION OF PROPERTY LOCATED AT 8045 W. 185TH STREET.** Speedway proposes to develop approximately 1.5 acres of vacant, unincorporated property at 8045 W. 185th Street, in order to expand the number of automobile service pumps and make related site improvements at the existing Speedway gas station at 18460 S. 80th Avenue. In order to facilitate this expansion, the vacant property requires annexation into the Village and an agreement detailing the terms of the development. The proposed site improvements proposed are an addition to the existing, incorporated 3.84 acres used as a Speedway gas station, convenience store, and car wash.

A draft of the proposed annexation agreement has been on file and available for public inspection at the Village Hall, 16250 S. Oak Park Avenue, since October 15, 2015. The matters to be included in the annexation agreement shall include but are not limited to the following:

- 1. Annexation of the Subject Property.
- 2. Rezoning of the Subject Property upon annexation from R-1 Single-Family Residential District to the M-1 General Manufacturing Zoning District under the Tinley Park Zoning Ordinance.
- 3. Terms relating to the development of the Subject Property as part of the expansion of the existing Speedway automobile service station and convenience store, including but limited to a prohibition on video gaming at the service station as expanded.

4. Contributions to be made by the Developer and recapture payments to be paid by the Developer.
5. Stormwater retention/detention and storm sewer requirements.
6. Granting of necessary easements.
7. Term of the Agreement in 20 years.
8. Provision for installation of necessary utilities.
9. Reimbursement to Village of certain fees and expenses.
10. Approval of landscaping and signage.
11. Other miscellaneous provisions.

The Village Attorney and Village Engineer have reviewed the proposed agreement and have found it to be acceptable. Trustee Younker asked for the concurrence of the Village Board to amend the annexation agreement to require installation of sidewalks now (including a required letter of credit, as it is a public improvement) and the submittal of an acceptable engineering plan showing the location of the proposed sidewalks along both 80<sup>th</sup> Avenue and 185<sup>th</sup> Street. A public hearing on the Agreement has been duly noticed for the November 3, 2015, regular Village Board meeting. Mayor Seaman asked if anyone cared to address the Board. Chris Kalischefski, Speedway Representative, provided a brief overview of the development project. Trustee Pannitto asked if any of the neighboring properties had issues with the proposed annexation and development. Amy Connolly, Planning Director, stated they did not. Trustee Pannitto also asked if this development would improve the ingress and egress. Mr. Kalischefski stated that was part of the development plan. The property owner, Chris Vandenberg, was in attendance at the meeting. Vote by voice call. Trustee Vandenberg abstained from the vote. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Pannitto, to place on first reading and direct the Village Attorney to draft **ORDINANCE 2015-O-048 ANNEXING PROPERTY LOCATED AT 8045 W. 185TH STREET FOR THE SPEEDWAY EXPANSION PROJECT.** Greenwave Capital Corporation submitted a petition for annexation of a 1.5 acre portion of the property located at 8045 W. 185th Street (PIN: Part of 19-09-02-200-014-0000) in coordination with an Annexation Agreement that is under consideration by the Village Board. The property is not wholly bound by the Village of Tinley Park, however the annexation is at the request of the property owner. Notice of the pending annexation has been sent to the Mokena Community Public Library District and also to Frankfort Township Highway Department. The property is not located in a fire protection district. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Trustee Vandenberg abstained from the vote. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Grady, to place on first reading and direct the Village Attorney to draft **ORDINANCE NUMBER 2015-O-049 REZONING UPON ANNEXATION OF PROPERTY LOCATED AT 8045 W. 185TH STREET FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO M-1 GENERAL MANUFACTURING ZONING DISTRICT.** Speedway, with approval from the property owner Greenwave Capital Corporation, has submitted a petition requesting rezoning of a 1.5 acre portion of the property located at 8045 W. 185th Street (PIN: Part of 19-09-02-200-014-0000) in accordance with the Annexation Agreement. A public hearing on the rezoning was held at the Plan Commission meeting on September 3, 2015, and findings of fact were made regarding the rezoning. On a vote

of 7-0, the Plan Commission recommended approving the rezoning to the Village Board. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Trustee Vandenberg abstained from the vote. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to place on first reading and direct the Village Attorney to draft **ORDINANCE NUMBER 2015-O-050 GRANTING A SPECIAL USE PERMIT FOR A SUBSTANTIAL DEVIATION FROM THE TINLEY CROSSING CORPORATE CENTER PLANNED UNIT DEVELOPMENT TO SPEEDWAY FOR PROPERTIES LOCATED AT 18460 S. 80TH AVENUE AND 8045 W. 185TH STREET.** The Applicant, Speedway seeks approval for a Special Use Permit for a Substantial Deviation from the approved Tinley Crossings Corporate Center Planned Unit Development with exceptions from the Village Zoning Ordinance as noted below. This substantial deviation is required in order to formally amend the Planned Unit Development to include the previously unincorporated property and to expand the proposed Speedway Automobile Service station.

Exceptions to the Zoning Ordinance requirements within this PUD include:

1. Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required)
2. Lot depth minimum for the M-1 District (180' provided; 200' required)
3. Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum)

The Plan Commission recommends the Special Use for a Substantial Deviation be approved with the following conditions, which must be satisfied prior to issuance of a Certificate of Occupancy:

1. Final Landscape Plan Approval;
2. Final Sign Plan Approval;
3. Withdrawal of State Gaming License for Video Gaming by Speedway for this location;  
and
4. No future application for Video Gaming for this location.

All the forgoing approvals are subject to the precondition of annexation by the Village of the 8405 W. 185th Street parcel.

The Plan Commission held a public hearing on September 3, 2015, and recommended approval of the Special Use Permit based on findings of fact, with conditions and exceptions to the PUD, on a vote of 7-0. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Trustee Vandenberg abstained from the vote. Mayor Seaman declared the motion carried.

Motion was made by Trustee Younker, seconded by Trustee Brady, to place on first reading **RESOLUTION 2015-R-041 APPROVING A FINAL PLAT OF SUBDIVISION (CONSOLIDATION) FOR THE PROPERTIES LOCATED AT 8045 185TH STREET AND 18460 S. 80TH AVENUE – SPEEDWAY.** Speedway seeks approval for a Final Plat of Subdivision (Consolidation), for property located at 8045 W. 185th Street and 18460 S. 80th Avenue. The Plat approval is requested to facilitate consolidation of parcels necessary for the construction of an expanded Speedway automobile service station. The Plat formally combines the

two separate parcels into one larger lot and also provides for easements. The Plan Commission reviewed the Plat of Subdivision (Consolidation) and recommended approval. The Village Attorney and Village Engineer have also reviewed the plat and find it to be acceptable. Mayor Seaman asked if anyone cared to address the Board. No one came forward. Vote by voice call. Trustee Vandenberg abstained from the vote. Mayor Seaman declared the motion carried.

Motion was made by Trustee Vandenberg, seconded by Trustee Brady, to place on first reading **RESOLUTION NUMBER 2015-R-037 APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT WITH STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2014, AND KNOWN AS TRUST NUMBER 18556, AT 7777 W 159TH STREET WITHIN THE B-3 GENERAL BUSINESS DISTRICT.** The Village Board approved a Special Use for Dreamland Academy on August 18, 2015. The Special Use Permit was conditioned upon the property owner, Standard Bank and Trust Company (Trust Number 18586), agreeing to provide a public sidewalk easement for the portions of the public sidewalk located on private property and also formalizing cross access. The easements are necessary because portions of the public sidewalk along 159th Street currently exist on private property and there is also a need to ensure public cross access between this property and the property to the east. The agreement has been reviewed by the Village Engineer and the Village Attorney who finds it acceptable. 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 first reading **RESOLUTION NUMBER 2015-R-038 APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT WITH BRIXMOR/IA TINLEY PARK PLAZA LLC FOR PROPERTY NEAR 15903-15915 S. HARLEM AVENUE WITHIN THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT.** The Village Board approved a Special Use Amendment to the Tinley Park Plaza Planned Unit Development on June 16, 2015. The Special Use Permit was conditioned upon the property owner, Brixmor, agreeing to provide a public sidewalk easement for the portions of the public sidewalk located on private property and also formalizing cross access. The easements and agreement are necessary because portions of the public sidewalk along Harlem Avenue are proposed to be constructed on private property to accommodate the location of stormwater facilities. There is also cross access occurring between the property to the north and the subject property that requires a more formal agreement. The easement and agreement have been reviewed by the Village Engineer and the Village Attorney who find them acceptable. 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 Brady, to place on first reading **RESOLUTION NUMBER 2015-R-044 ACCEPTING A PLAT OF VACATION OF A PUBLIC UTILITY EASEMENT FROM BRIXMOR/IA TINLEY PARK PLAZA LLC FOR PROPERTY NEAR 15903-15915 S. HARLEM AVENUE WITHIN THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT.** The Village Board approved a Special Use/Amendment to the Tinley Park Plaza Planned Unit Development on June 16, 2015. In order to facilitate the development of an outlot building; an existing utility easement must be vacated because it is located where the new building is proposed. The proposed plat has been reviewed by the Village Engineer and the Village Attorney and found to be acceptable. 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 Pannitto, to place on first reading **RESOLUTION NUMBER 2015-O-035 APPROVING AND ACCEPTING A PLAT OF PUBLIC UTILITY EASEMENT AND CROSS ACCESS WITH RBT INDUSTRIES, DOING BUSINESS AS THE GREAT ESCAPE, AT 17231 S. LAGRANGE ROAD WITHIN THE B-3 GENERAL BUSINESS DISTRICT.** Barry Pol, owner of RBT Industries, doing business as The Great Escape, requests consideration of a plat that grants a public utility easement for a water main and formalizes cross access easements for the property located at 17231 S. LaGrange Road. The utility easement is required to implement the approved site plan and utilities plans. Properties fronting LaGrange Road are required to provide cross access to neighboring properties as a measure of improving access management. The plat has been reviewed by the Village Engineer and the Village Attorney who find it acceptable. 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 Maher, seconded by Trustee Grady, to waive first reading, adopt and place on file **RESOLUTION NUMBER 2015-R- 042 AUTHORIZING A RELEASE OF EASEMENT IN FAVOR OF METRA REGARDING THE PROPERTY COMMONLY KNOWN AS THE 80TH AVENUE SOUTH COMMUTER PARKING LOT.** This item is generally in the nature of administrative cleanup related to a Management Agreement between the Village of Tinley Park and Metra, the Commuter Rail Division of the Regional Transportation Authority associated with the 80th Avenue South Commuter Parking Lot. In 1993, Metra entered into an easement agreement with the State of Illinois regarding property located north of Timber Drive and south of the Chicago Rock Island and Pacific Rail Road right of way for the development of what is now the 80th Avenue South Commuter Parking Lot in conjunction with the Village of Tinley Park. The related Management Agreement between Metra and the Village called for the Village to pay the related lease payments to the State called for by the easement agreement. In 2002, approximately 55 acres of property, which included the property covered by the 1993 easement, were deeded to the Village of Tinley Park by the State of Illinois. Since the Village of Tinley Park is now the beneficial owner of the property covered by the 1993 easement agreement, this easement is no longer required. Metra has requested that we release the easement prior to updating the Management Agreement. The Village Attorney has drafted the necessary Release of Easement and it has been found to be acceptable by Metra's legal counsel. This item was discussed and recommended for approval at the Committee of the Whole meeting held on October 13, 2015. It is requested that the first reading be waived to expedite clearing this item for the revised Management Agreement. Mayor Seaman noted 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 Brady, to place on first reading **RESOLUTION NUMBER 2015-R-043 AUTHORIZING A DEMOLITION / REIMBURSEMENT AGREEMENT WITH TINLEY PARK PLACE, LLC FOR THE PROPERTY LOCATED AT 6724 NORTH STREET.** In 2011, the Village of Tinley Park entered into a demolition reimbursement agreement with Tinley Park Place, LLC as the owners or

beneficial owners of 6712 and 6742 North Street, to reimburse the costs for demolition of the vacant structures on those properties. That agreement also contemplated the possibility for similar reimbursements for the demolition of certain additional properties under the ownership or control of Tinley Park Place, LLC including 6706, 6724, and 6730 North Street. The current Agreement specifically addresses the demolition of 6724 North Street and will provide for a reimbursement of \$15,500. The Agreement will be filed as a lien against the property. Should the property be sold, the Village would be eligible to recoup this amount from the proceeds of the sale. The demolition expenses are a TIF eligible cost and there are sufficient funds available in the Main Street South TIF to satisfy this agreement. This item was discussed and recommended for approval at the Committee of the Whole meeting held on October 13, 2015. 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 place on first reading **RESOLUTION NUMBER 2015-R-039 APPROVING A CHANGE ORDER WITH FOX VALLEY FIRE AND SAFETY FOR UPGRADE OF THE VILLAGE'S RADIO FIRE ALARM NETWORK.** During Fiscal Year 2008, the Village began operating its wireless radio fire alarm program, utilizing radio transmitters, instead of hard line telephone lines. The wireless network has proven to be more reliable and cost effective for business owners and the Village. In 2012, the original five year maintenance agreement with Fox Valley Fire and Safety (service provider) expired and the Village competitively bid the program. Fox Valley was identified as the lowest responsive and responsible bidder under that process. Recently, the Village was notified that some of the radio equipment would no longer be supported by the manufacturer due to its age. The proposed change order will provide for the upgrade of the equipment to the most recent version and will also allow the Village increased remote monitoring functions. The Village finds the following related to the change order:

- The circumstances necessitating the change order were not reasonably foreseeable at the time the contract was signed;
- The changes affected by the change order are germane to the original contract as signed; and
- The changes effected by the change order are in the best interests of the Village and are authorized by law.

Funds for this expenditure are included in the current fiscal year budget. This item was discussed at the Public Safety Committee meeting held on October 6, 2015. Consider approval of Resolution number 2015-R-039 approving a change order with Fox Valley Fire and Safety for an upgrade of the Village's radio fire alarm network in an amount not to exceed \$27,900. 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 Brady, to place on the table indefinitely **RESOLUTION NUMBER 2015-R-036 ACCEPTING A PUBLIC UTILITY EASEMENT FROM HIGH STREET DEVELOPMENT, LLC (PRONGER SMITH MEDICAL CENTER) FOR THE PROPERTY LOCATED AT 17495 S. LAGRANGE ROAD.** 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 Grady, to **AUTHORIZE A CONTRACT WITH OUTDOOR ACCENTS FOR OUTDOOR HOLIDAY DECORATIONS AT THE ZABROCKI PLAZA, DOWNTOWN TINLEY, AND THE OAK PARK AVENUE TRAIN STATION IN AN AMOUNT NO TO EXCEED \$18,940.50.** A total of four (4) companies provided competitive quotes to perform outdoor decoration installation, maintenance and take down services in Zabrocki Plaza, the surrounding Downtown Tinley area, and the Oak Park Avenue Train Station. Upon review of the quotes, it was determined that the most responsible and responsive price was provided by Outdoor Accents of Joliet, Illinois in an amount not to exceed \$18,940.50. This amount is \$11,059.50 under the budgeted amount. This contract is funded from the Hotel/Motel Tax Fund due to the impact of local tourism during the holiday season. Mayor Seaman noted 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, Younker, Brady. Nays: Vandenberg. 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.

Mayor Seaman noted that the Tinley Park Chamber of Commerce Rocktober Event was a success.

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

Payton Hearst, of Windy City Cannabis, noted that this company has locations in Justice, Worth, Homewood and Posen to serve those who are suffering in the surrounding communities, including Tinley Park. He provided information to the Village Board on where patients can apply to be part of the Illinois Medical Marijuana Program.

Mike Stocklose, 19303 Enclave Lane, and a board member of the Brookside Townhome Association Phase 1 & 2, stated his concerns with the following:

- Traffic at 185<sup>th</sup> Street and 80<sup>th</sup> Avenue, near the Speedway Gas Station discussed earlier at this Board meeting. Mayor Seaman noted that 80<sup>th</sup> Avenue is under Will County jurisdiction and that the Village would attempt to intercede and ask that the County look at this closer. Jennifer Prinz, Village Engineer, stated that the County's plans for that intersect are to have a traffic signal and a dedicated right turn lane. The timeline for this County project is in the next five years.
- Weeds and tall grass growing on north Greenway Boulevard west of 80<sup>th</sup> Avenue. He noted that he has been in contact with Code Enforcement to no avail.

Mayor Seaman stated that Mr. Stocklose should meet with Mike Mertens after the Board meeting to discuss both of his concerns.

Motion was made by Trustee Grady, seconded by Trustee Maher, to adjourn the regular Board meeting. Vote by voice call. Mayor Seaman declared the motion carried and adjourned the regular Board meeting at 8:36 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:

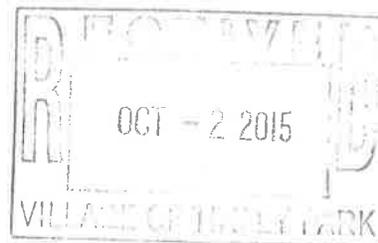
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Patrick E. Rea  
Clerk



1113  
 Administrative Office  
 Business Office  
 10833 S. LaPorte  
 Oak Lawn, IL 60453  
 Phone: (708) 425-3344  
 Fax: (708) 425-3530

October, 2015



Mayor Edward Zabrocki  
 Village of Tinley Park  
 16250 Oak Park Ave  
 Tinley Park IL 60477-1628

Dear Mayor Zabrocki:

As you know, Park Lawn is a non-profit agency that provides programs for individuals with intellectual and developmental disabilities. Our facilities are throughout the South Suburbs of Chicago and include an adult training center, workshop, supported employment, residential centers and community living. Although our facilities are local, Park Lawn's outreach is beyond the Southwest Suburbs, assisting families locally and throughout Illinois.

Park Lawn is gearing up for its annual Tag and Candy Day Fundraiser: This major event is scheduled for **Friday & Saturday, March 25/26 and April 15/16, 2016**. Community volunteers will be soliciting for donations on street corners and by storefronts from 6:00 a.m. until 8:00 p.m. or dusk. We provide them with a bright orange safety vest with Park Lawn's logo, a bucket with Park Lawn's logo and a tag with information about Park Lawn.

We are asking for your permission to solicit donations for Park Lawn. **Please fax the signed form to me at 708-229-9325** or scan and email it to [csanmiguel@parklawn.com](mailto:csanmiguel@parklawn.com). If faxing is not available, please call me at (708) 425-6867 or mail it to Park Lawn, 10833 S. LaPorte Ave. Oak Lawn, IL 60453.

Once again, thank you for your continued support.

Sincerely,

*Cynthia San Miguel*

Cynthia San Miguel  
 Marketing Manager

Please check the most appropriate date for your schedule. Permission is granted to Park Lawn to tag within the Village of Tinley Park on the following dates:

March 25th \_\_\_\_\_ March 26th \_\_\_\_\_ April 15th \_\_\_\_\_ April 16th \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name in Print: \_\_\_\_\_ Title: \_\_\_\_\_

**Adult Developmental Training**  
 10833 S. LaPorte  
 Oak Lawn, IL 60453  
 (708) 425-3344  
 Fax: (708) 425-3530

**Vocational Services Supported Employment Program**  
 5040 W. 111th St.  
 Oak Lawn, IL 60453  
 (708) 425-7377  
 Fax: (708) 425-7899

**Residential Services Park Lawn Center/CILA**  
 5831 W. 115th St.  
 Alsip, IL 60803  
 (708) 396-1117  
 Fax: (708) 396-1186

**Residential Services Park Lawn Homes**  
 12615 S. Kostner  
 Alsip, IL 60803  
 (708) 385-1982  
 Fax: (708) 385-8145

**Park Lawn Association Development Office**  
 10833 S. LaPorte  
 Oak Lawn, IL 60453  
 (708) 425-6867  
 Fax: (708) 229-9325

A NON-PROFIT ORGANIZATION SERVING INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES SINCE 1955



Donations are deductible to the extent allowed by the IRS Codes.  
[www.parklawn.com](http://www.parklawn.com) • [www.parklawnpackagingservices.org](http://www.parklawnpackagingservices.org)



vchlist  
10/23/2015 10:28:58AM

Voucher List  
Village of Tinley Park

Page: 1

Bank code : ap\_py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126067	10/23/2015	003127 BLUE CROSS BLUE SHIELD	PR110115		IL065LB000001212-0 HEALTH INS E 86-00-000-20430	517.00
					<b>Total :</b>	<b>517.00</b>
126068	10/23/2015	004640 HEALTHCARE SERVICE CORPORATION	PR110115		A/C#271855-HEALTH INS-OCT PMT/ 86-00-000-20430	11,586.65
					<b>Total :</b>	<b>11,586.65</b>
<b>2 Vouchers for bank code : ap_py</b>						<b>Bank total : 12,103.65</b>

Page: 1

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161536	10/23/2015	015182 A T & T	708239310210		ACCT#708 239-3102 183 7 9/14-10/1 11-00-000-72790	478.95
			708239758010		ACCT#708 239-7580 576 4 ETSB 9/ 11-00-000-72790	3,974.90
<b>Total :</b>						<b>4,453.85</b>
161537	10/23/2015	010955 A T & T LONG DISTANCE	827776689		CORP ID 931719 LONG DISTANCE 01-17-225-72120	21.30
<b>Total :</b>						<b>21.30</b>
161538	10/23/2015	002734 AIR ONE EQUIPMENT, INC	107026		PUMP CAN 01-19-000-73410	293.00
			107027	VTP-013406	APPARATUS EQUIPMENT 01-19-000-73410	12,975.00
			107110		01-19-000-73410 NOZZLE/GATE VALVE	189.00
			107439	VTP-013407	01-19-000-73410	4,227.90
			107439		01-19-000-73410	50.10
			107467	VTP-013453	ELECTRIC HOSE TESTER 30-00-000-74184	2,095.00
					30-00-000-74184	170.00
			107467		FRONT PASSPORT INSERT 01-19-000-74619	161.00
<b>Total :</b>						<b>20,161.00</b>
161539	10/23/2015	002682 AMERICAN LEGAL PUBLICATION	0104843		2015 S-29 FOLIO SUPPLEMENT 01-13-000-72791	203.00
<b>Total :</b>						<b>203.00</b>
161540	10/23/2015	002456 AMERICAN PLANNING ASSOCIATION	042682		MEMBERSHIP PLAN COMM MEMBE 01-48-000-72720	550.00
			185337		MEMBERSHIP/AMY CONNOLLY 01-31-000-72720	583.00
<b>Total :</b>						<b>1,133.00</b>
161541	10/23/2015	002570 AMERICAN SALES	05334	VTP-013461	CHRISTMAS DECORATIONS/LIGHT: 01-25-000-73112	865.98

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161541	10/23/2015	002570 AMERICAN SALES	(Continued) 18974	VTP-013501	CHRISTMAS DECORATIONS & LIGH 01-25-000-73112	1,610.36 <b>Total : 2,476.34</b>
161542	10/23/2015	012259 AMERICAN TRAINCO	121754	VTP-013504	ARC FLASH TRAINING MORRIE & B 01-24-000-72140	1,980.00 <b>Total : 1,980.00</b>
161543	10/23/2015	002665 APPLE CHEVROLET	102215		3RD ANNUAL INCENTIVE PAYMENT 01-97-000-79140	42,079.07 <b>Total : 42,079.07</b>
161544	10/23/2015	010953 BATTERIES PLUS - 277	277-384164		BATTERIES 14-00-000-74150	140.00 <b>Total : 140.00</b>
161545	10/23/2015	002869 BECHSTEIN CONSTRUCTION	27091		LOWBOY STREET UNIT #138 01-23-000-72530	375.00 <b>Total : 375.00</b>
161546	10/23/2015	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-15157-3	VTP-013183	BULLET TRAP MAINTENANCE AT SI 01-25-000-72779	995.00 <b>Total : 995.00</b>
161547	10/23/2015	002974 BETTENHAUSEN CONSTRUCTION SERV	150253  150264  150265		HAULING CONCRETE 60-00-000-73681 01-23-000-72890 HAULING STONES 60-00-000-73860 01-23-000-73860 70-00-000-73860 HAULING STREET SWEEPINGS 01-23-000-72890	220.50 94.50 81.00 40.50 13.50 630.00 <b>Total : 1,080.00</b>
161548	10/23/2015	002883 BETTENHAUSEN FIAT OF TINLEY PK	20898FIW		FILTERS 60-00-000-72540	70.50

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161548	10/23/2015	002883 BETTENHAUSEN FIAT OF TINLEY PK	(Continued)		01-17-205-72540	81.00
					<b>Total :</b>	<b>151.50</b>
161549	10/23/2015	003127 BLUE CROSS BLUE SHIELD	AP110115		IL065LB000001212-0 HEALTH INS E	
					01-30-000-72435	215.50
					60-00-000-72435	74.50
					01-12-000-72435	78.00
					01-23-000-72435	149.00
					<b>Total :</b>	<b>517.00</b>
161550	10/23/2015	003153 BRETT EQUIPMENT CORP	253584		LENS STROBE LOW PROF	
					01-23-000-72540	20.09
					<b>Total :</b>	<b>20.09</b>
161551	10/23/2015	008438 BRUNING, RONALD	092815		REIM. EXP. MILEAGE 141 @ 57.5	
			102215		01-31-000-72130	81.08
					REIM. EXP. MILEAGE 53 @ 57.5	
					01-31-000-72130	30.48
					<b>Total :</b>	<b>111.56</b>
161552	10/23/2015	014148 CALL ONE	1210676 1128114		1128114 SERVICE 10/15 TO 11/14	
					01-19-000-72120	786.94
					60-00-000-72120	2,655.51
					01-17-205-72120	631.18
					01-12-000-72120	53.06
					01-14-000-72120	945.00
					01-11-000-72120	5.79
					01-12-000-72120	13.32
					01-17-205-72120	13.32
					01-19-000-72120	2.90
					01-23-000-72120	3.48
					01-24-000-72120	3.48
					01-31-000-72120	3.48
					01-32-000-72120	3.48
					60-00-000-72120	8.67
					01-12-000-72120	35.43

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161552	10/23/2015	014148 CALL ONE	(Continued)		01-14-000-72120	110.72
					01-15-000-72120	22.14
					01-17-205-72120	66.43
					01-19-000-72120	31.00
					01-20-000-72120	8.86
					01-23-000-72120	13.29
					01-24-000-72120	13.29
					01-30-000-72120	22.14
					01-31-000-72120	22.14
					01-32-000-72120	13.29
					01-35-000-72120	13.29
					01-53-000-72120	8.86
					60-00-000-72120	62.00
					<b>Total :</b>	<b>5,572.49</b>
161553	10/23/2015	011907 CALUMET HARBOR LUMBER	76689		HARDWOOD	
					60-00-000-72530	270.00
					<b>Total :</b>	<b>270.00</b>
161554	10/23/2015	011929 CAPITAL ONE BANK (USA), N.A.	091915		COMMUNITY WALK MAP SUBSCRIF	
			092115		01-35-000-72720	59.40
			100615		FORECLOSURES.COM	
			100715		01-32-000-72954	49.95
			100715		HOLIDAY VELVET GARLAND	
			100715		01-35-000-72954	82.68
			100715		SUBSCRIPTION CRIME FREE HOU	
			100715		01-17-217-73600	74.95
			100715		GIFT CARDS/BOO BASH	
			8140372		83-00-000-72923	125.00
			9/12/15	VTP-013240	GIFT CARD/DT TINLEY EXPERIENC	
			9/14/15		83-00-000-72987	50.00
					FITNESS EQUIPMENT	
					36-00-000-74183	4,057.68
					DATA MARKETING SERVICE FEE	
					01-32-000-72954	90.00
					PAYPAL/2015 ANNUAL MTG & AWAF	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161554	10/23/2015	011929 CAPITAL ONE BANK (USA), N.A.	(Continued)		01-11-000-72170	105.00
					01-12-000-72170	35.00
					01-35-000-72170	35.00
			9/18/15		SENIOR COMM.TRIP TRANSPORTA	
					01-56-000-72954	1,039.27
			9/25/15		CRAFTS /HOLIDAY MARKET	
					01-35-000-72954	866.87
					<b>Total :</b>	<b>6,670.80</b>
161555	10/23/2015	003304 CARLIN-MORAN LANDSCAPE INC	1277A		REMOVE GARBAGE 7742 W 167TH	
					01-30-000-72750	235.00
			1283A		MOWING & WEED WHACKING 1712	
					01-30-000-72881	75.00
					<b>Total :</b>	<b>310.00</b>
161556	10/23/2015	003396 CASE LOTS INC.	008882		LINERS,CLEANER,TOWELS	
					01-25-000-73580	178.35
					<b>Total :</b>	<b>178.35</b>
161557	10/23/2015	003243 CDW GOVERNMENT INC.	ZP86068		<PW> - SCADA SYTEM UPGRADES	
				VTP-013484	60-00-000-72528	1,020.00
					60-00-000-72528	1.41
					<b>Total :</b>	<b>1,021.41</b>
161558	10/23/2015	003229 CED/EFENGEE	5025-494976		CABLE SPLICE	
					01-24-000-73570	159.25
			5025-495184		CONN	
					60-00-000-73570	38.26
			5025-495242		ROD,PVC	
					01-24-000-73570	16.70
					<b>Total :</b>	<b>214.21</b>
161559	10/23/2015	003606 CHICAGO SOUTHLAND CONV. V B	1015		SEPT LIAB OCT COLL HOTEL ACCC	
					12-00-000-79107	24,289.27
					<b>Total :</b>	<b>24,289.27</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161560	10/23/2015	012315 CLASSY FLOWERS	12142		DISH GARDEN 01-19-000-73870	84.50
			12148		FLOWERS 01-17-205-73600	75.00
			12157		FLOWER VASE ARRANGEMENT 01-31-000-72220	50.00
			12239		PLANT 01-14-000-73870	50.00
			<b>Total :</b>			
161561	10/23/2015	017277 COLLINS, MICHAEL & LAURA	Ref001323810		UB Refund Cst #00477359 60-00-000-20599	2.65
<b>Total :</b>					<b>2.65</b>	
161562	10/23/2015	013171 COMCAST CABLE	8771401810026955		ACCT#8771401810026955 EMA 173 01-21-000-72750	50.60
			8771401810316240		ACCT#8771401810316240 7850 183 01-17-205-72720	33.71
			<b>Total :</b>			
161563	10/23/2015	013878 COMED - COMMONWEALTH EDISON	0385181000		ACCT#0385181000 VILLAGE RR ST 73-80-000-72510	2,299.16
			0385440022		ACCT#0385440022 SS BROOKSIDE 60-00-000-72510	316.02
			1856071014		ACCT#1856071014 8300 W 183RD S 01-24-000-72510	30.14
			2335053008		ACCT#2335053008 LITE RT/25 MET 70-00-000-72510	213.50
			2863040039		ACCT#2863040039 LITE RT/25 MET 01-24-000-72510	256.13
			4803158058		ACCT#4803158058 0 RIDGELAND L 60-00-000-72510	108.20
			4943163008		ACCT#4943163008 METRA INFO SIK 70-00-000-72510	23.80
			5437131000		ACCT#5437131000 7980 W 183RD S 01-25-000-72510	184.09
			5983017013		ACCT#5983017013 WATER MONITC	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161563	10/23/2015	013878 COMED - COMMONWEALTH EDISON	(Continued)		60-00-000-72510	59.00
					<b>Total :</b>	<b>3,490.04</b>
161564	10/23/2015	012974 CONNOLLY, AMY	102015		REIM.EXP.LODGING-ILL CHAPTER, 01-31-000-72170	150.08
					<b>Total :</b>	<b>150.08</b>
161565	10/23/2015	012410 CONSERV FS, INC.	66000333		STRUCTRON RP-5 RAILROAD PICK 01-23-000-73410	21.76
			66000334		POINT LONG,DRAIN,SQ PNT DH 60-00-000-73410	87.24
					<b>Total :</b>	<b>109.00</b>
161566	10/23/2015	016970 CONSOLIDATED FLEET SRVCS INC	2015MY0168		GROUND LADDER PER FOOT 01-19-000-72530	290.50
					<b>Total :</b>	<b>290.50</b>
161567	10/23/2015	003248 COOK COUNTY RECORDER OF DEEDS	2269302015LAURA		RECORDED DEEDS 01-14-000-72355	400.00
					<b>Total :</b>	<b>400.00</b>
161568	10/23/2015	013794 CORENET GLOBAL INC CHICAGO	483		LUNCHEON SPONSORSHIP 9/10/15 01-32-000-72954	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
161569	10/23/2015	015820 CREATIVE BRICK & CONCRETE	381275		BRICKS 33-00-000-75610	230.66
					<b>Total :</b>	<b>230.66</b>
161570	10/23/2015	003635 CROSSMARK PRINTING, INC	27476		ENVELOPES 01-17-205-72310	410.97
			27477		BUSINESS CARDS/PATROL OFFICE 01-17-205-72310	68.50
					<b>Total :</b>	<b>479.47</b>
161571	10/23/2015	003517 CURRIE MOTORS	H9327	VTP-013140	2016 FORD F150 PICKUP (FIRE PRI 14-00-000-74230	32,000.00

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161571	10/23/2015	003517 003517 CURRIE MOTORS			(Continued)	<b>Total : 32,000.00</b>
161572	10/23/2015	011194 DRURY LANE	12374		FINAL PAYMENT WHITE CHRISTMA 01-56-000-72937	1,746.30 <b>Total : 1,746.30</b>
161573	10/23/2015	003770 DUSTCATCHERS INC	07120 07446		MATS/VH 01-25-000-72790 MATS/PW GARAGE 01-25-000-72790	61.58 97.00 <b>Total : 158.58</b>
161574	10/23/2015	004009 EAGLE UNIFORM CO INC	240818 240878	VTP-013478 VTP-013469	BADGES 01-19-000-73610 UNIFORMS 01-19-000-73610 01-19-000-73610	1,020.00 226.00 1.75 <b>Total : 1,247.75</b>
161575	10/23/2015	004152 ECOLAB PEST ELIMINATION INC.	6702099 6702100		PEST CONTROL/VH 01-25-000-72790 PEST CONTROL/TRAIN STATION 73-80-000-72790	423.83 78.00 <b>Total : 501.83</b>
161576	10/23/2015	004019 EVON'S TROPHIES & AWARDS	101215		EMBROD ON POLOS BROUGHT IN 01-17-205-73610	16.00 <b>Total : 16.00</b>
161577	10/23/2015	016212 F.H.PASCHEN, S.N.NIELSEN &	1550-205-1	VTP-013267	REMOVAL & REPLACEMENT OF BC 30-00-000-75008	108,346.50 <b>Total : 108,346.50</b>
161578	10/23/2015	015781 FASEL, RON	144449		BANNER BOO BASH 83-00-000-72923	75.00 <b>Total : 75.00</b>
161579	10/23/2015	017276 FESSLER, JOYCE	140194500		REIM. EXP. 6 BOXWOOD BUSHES	

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161579	10/23/2015	017276 FESSLER, JOYCE	(Continued)		01-23-000-73680	150.00
					<b>Total :</b>	<b>150.00</b>
161580	10/23/2015	015853 FIRE SERVICE INC.	10538		MIRROR	
			20152		01-19-000-72540	392.03
					INSTALL NEW COIL/SHOWER CUR	
					01-19-000-72540	304.83
					<b>Total :</b>	<b>696.86</b>
161581	10/23/2015	002791 FIRST AID COMPLIANCE INC	233997		MEDICAL SUPPLIES	
					60-00-000-73117	26.47
					01-24-000-73117	13.24
					01-23-000-73117	26.47
					<b>Total :</b>	<b>66.18</b>
161582	10/23/2015	004756 FIRST MIDWEST BANK 312	312-155		BOX# 312-155 SAFE DEPOSIT BOX	
					01-13-000-72720	137.00
					<b>Total :</b>	<b>137.00</b>
161583	10/23/2015	012941 FMP	52-294199		WIRE ASY	
			52-294510		01-17-205-72540	44.70
			52-294739		BRAKE ROTOR,PAD SET	
					01-17-205-72540	74.28
					BRAKE LINING	
					01-23-000-72540	63.92
					<b>Total :</b>	<b>182.90</b>
161584	10/23/2015	011611 FOX VALLEY FIRE & SAFETY CO.	943064		FIRE ALARM INSPCTN,BATTERY	
					73-67-000-72122	582.00
					<b>Total :</b>	<b>582.00</b>
161585	10/23/2015	002877 G. W. BERKHEIMER CO., INC.	610658		PIPES,ELBOWS	
					01-25-000-72530	141.61
					<b>Total :</b>	<b>141.61</b>
161586	10/23/2015	012942 GODETTE, LAURA	101915		REIM. EXP. COOKIES COMMISSION	
					01-13-000-72170	16.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161586	10/23/2015	012942 012942 GODETTE, LAURA	(Continued)			<b>Total : 16.93</b>
161587	10/23/2015	015397 GOVTEMPSUSA LLC	1782853		8/23 PAULA WALLRICH PLANNING I 01-31-000-72750	1,542.80
			1782854		8/30 PAULA WALLRICH PLANNING I 01-31-000-72750	1,702.40
			1792638		9/6 PAULA WALLRICH PLANNING D 01-31-000-72750	1,915.20
			1792639		9/13 PAULA WALLRICH PLANNING I 01-31-000-72750	1,702.40
			1803898		9/20 PAULA WALLRICH PLANNING I 01-31-000-72750	1,702.40
			1803899		9/27 PAULA WALLRICH PLANNING I 01-31-000-72750	1,702.40
					<b>Total :</b>	<b>10,267.60</b>
161588	10/23/2015	004438 GRAINGER	9862430809		STRETCH WRAP;SPRAY PAINT 60-00-000-73870	34.11
					60-00-000-73620	19.20
			9863306172		PART	
					60-00-000-72530	33.28
			9863523578		PART	
					60-00-000-72530	51.32
			9863849981		GLOVES	
					60-00-000-73845	124.80
					01-23-000-73845	124.80
					01-24-000-73845	62.40
			9865279781		TRANSMITTER,HARNESS	
					60-00-000-72528	107.28
					60-00-000-73845	198.80
			9866933683		LIFELINE,SPRAY PAINT	
					60-00-000-73845	283.20
					60-00-000-73620	19.20
					<b>Total :</b>	<b>1,058.39</b>
161589	10/23/2015	016973 HALEK, ANTONIO	091015		REIM. EXP. POLOS 01-44-000-73870	215.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161589	10/23/2015	016973 HALEK, ANTONIO	(Continued) 5615		WATER,SNACKS,FRUIT 01-44-000-72977	51.47
			6590		FRESH STEP,ZIPLOCS 01-44-000-72977	50.12
<b>Total :</b>						<b>317.43</b>
161590	10/23/2015	008043 HD SUPPLY WATERWORKS, LTD.	E619856		SCREW W/RISER,WESTERN REPA 60-00-000-73630	160.50
			E636099		METER CONN 60-00-000-74175	360.00
			E637509		IPERL SMART MODE 60-00-000-74175	9,200.00
			E640149		SERV BOX,HEX BUSHING 60-00-000-73630	291.00
			E642385		BOX RISER,VB LID W/WATER 60-00-000-73630	274.74
<b>Total :</b>						<b>10,286.24</b>
161591	10/23/2015	004640 HEALTHCARE SERVICE CORPORATION	AP110115		A/C#271855-HEALTH INS EXPENSE 01-23-000-72435	397.41
					60-00-000-72435	975.70
					01-17-205-72435	815.84
					01-23-000-72435	397.41
					01-25-000-72435	407.92
					60-00-000-72435	407.92
					01-23-000-72435	709.88
					60-00-000-72435	1,213.25
					01-23-000-72435	198.71
					60-00-000-72435	198.70
					01-24-000-72435	312.47
					60-00-000-72435	630.88
					01-17-220-72430	-0.27
<b>Total :</b>						<b>6,665.82</b>
161592	10/23/2015	012281 HINCKLEY SPRINGS	5977593	101015	ACCT#32542175977593 RENTAL W/ 01-21-210-73110	214.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161592	10/23/2015	012281	012281 HINCKLEY SPRINGS		(Continued)	<b>Total : 214.06</b>
161593	10/23/2015	010238	HOME DEPOT CREDIT SERVICES	6953131	**** 2304 6KW WTHTR 01-25-000-72530	151.06 <b>Total : 151.06</b>
161594	10/23/2015	012328	HOMER INDUSTRIES	S81587 S81633	DROP CHARGE - CHIPS 01-23-000-72890 DROP CHARGE - CHIPS 01-23-000-72890	100.00 50.00 <b>Total : 150.00</b>
161595	10/23/2015	004820	I.A.F.C MEMBERSHIP RENEWAL	61897	MEMBERSHIP STEPHEN C. KLOTZ 01-19-000-72720	234.00 <b>Total : 234.00</b>
161596	10/23/2015	017278	IH3 PROPERTY ILLINOIS, LP	Ref001323811	UB Refund Cst #00492472 60-00-000-20599	2.22 <b>Total : 2.22</b>
161597	10/23/2015	005123	ILLINOIS FIRE INSPECTORS ASSOC	17317	LUNCHEON/LORENDO 01-20-000-72170	25.00 <b>Total : 25.00</b>
161598	10/23/2015	005047	ILLINOIS FIRE SAFETY ALLIANCE	66	REGIST: LUNCHEON BILL PROPER 01-20-000-72170	40.00 <b>Total : 40.00</b>
161599	10/23/2015	004985	ILLINOIS STATE TOLL HWY AUTH	G15681601 G15685653	TOLLS 01-23-000-73870 01-19-000-72130 01-12-000-72130 TOLLS 7/1/15-9/30/15 01-21-000-72130	2.20 1.65 74.55 5.83 <b>Total : 84.23</b>
161600	10/23/2015	005127	INGALLS OCCUPATIONAL MEDICINE	228011	EXAMS/OATES-YOUEPEL 01-40-000-72846	687.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161600	10/23/2015	005127 005127	INGALLS OCCUPATIONAL MEDICINE (Continued)			<b>Total : 687.00</b>
161601	10/23/2015	005025	INTERNATIONAL CODE COUNCIL INC	1000620754	DAVITA DIALYSIS SPRINKLER REVI 01-30-000-72844	550.00 <b>Total : 550.00</b>
161602	10/23/2015	011818	INTERNATIONAL ECONOMIC	100915	IEDC MEMBERSHIP IVAN BAKER 01-32-000-72720	405.00 <b>Total : 405.00</b>
161603	10/23/2015	014152	INTERNATIONAL IMPORTS, LLC	102215 102215.	4TH ANNUAL INCENTIVE PAYMENT 01-97-000-79131 5TH ANNUAL INCENTIVE PAYMENT 01-97-000-79130	5,032.83 <b>Total : 114,873.83</b>
161604	10/23/2015	005186	INTERSTATE BATTERY SYSTEM	57570008	BATTERIES 01-23-000-72540	455.80 <b>Total : 455.80</b>
161605	10/23/2015	005276	J.C.M. UNIFORMS	711657 711768 712026 712117	COAT STRIPE/COTRANO 01-19-000-73610 MESSINA - PANTS 01-20-000-73610 (FITZMAURICE) DUTY PANTS 01-19-000-73610 UNIFORMS 01-19-000-73610	18.95 49.95 149.85 140.00 <b>Total : 358.75</b>
161606	10/23/2015	014927	JAVASMART USA LLC	16408251	DONUT SHOPPE CAFE 01-19-000-72220	80.66 <b>Total : 80.66</b>
161607	10/23/2015	015288	KIESLER POLICE SUPPLY	0763715A	Federal Tctl 12 GA 23/4 HS HP Slug 01-17-220-73760	476.46 <b>Total : 476.46</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161608	10/23/2015	005073 LAW BULLETIN PUBLISHING CO.	1918176		DEMO-6573 W 167TH ST 01-14-000-72790	504.00
<b>Total :</b>						<b>504.00</b>
161609	10/23/2015	007100 M. E.SIMPSON COMPANY, INC	27611		VALVES ASSESSED 10/1/15-10/15/1 60-00-000-72790	6,532.00
<b>Total :</b>						<b>6,532.00</b>
161610	10/23/2015	017272 MAIN STREET REMODELING	101915		REFUND DUPL CONTRACTORS LIC 01-14-000-79010	100.00
<b>Total :</b>						<b>100.00</b>
161611	10/23/2015	012631 MASTER AUTO SUPPLY, LTD.	15030-1081		OIL FILTER 01-19-000-72540	5.01
			15030-1082		BELTS 01-19-000-72540	89.24
<b>Total :</b>						<b>94.25</b>
161612	10/23/2015	006074 MENARDS	80066		DRYWALL / PLYWOOD 01-19-000-72140	218.25
			80712	VTP-013457	HEX NUT,WASHER,CLOG BUSTER 01-25-000-73840	46.88
			80770		CAUTION TAPE 01-56-000-72954	7.97
			80772		SEC KIT,WHITE SPRAY,CLIPBOARD 01-21-000-72530	52.66
			80781		CART EQUIPMENT 01-19-000-72644	978.45
			80844	VTP-013490	DRYWALL / PLYWOOD 01-19-000-72140	64.10
			80891	VTP-013457	FIBERGLASSFOIL FACE 3"X25 01-25-000-73630	5.44
			80896		PAINT KIT,STRAP,HANGER,SCREW 01-19-000-72524	41.19
			80899		CONNECTOR 60-00-000-72528	6.18
			80915		SCISSORS,SHARPIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161612	10/23/2015	006074 MENARDS	(Continued)			
			80918		01-23-000-73110 SLENDERPLUG	18.93
			80978		01-25-000-73570 APPLIANCE CORD	4.97
			80980		01-25-000-73570 APPLIANCE CORD	8.97
			80995		01-23-000-72530 PIPE	8.97
			81053		01-25-000-72530 WATER,AIR TOOL OIL,DOOR STOP	17.16
			81440		01-19-000-73410 LASKO CASCADE FILTER	16.45
					01-21-210-73110	9.82
					<b>Total :</b>	<b>1,506.39</b>
161613	10/23/2015	015580 MIDWEST COMMERCIAL, INC.	15-4149		INSTALL CARPET TILES IN RADIO F	
				VTP-013498	01-19-000-72524	325.00
					<b>Total :</b>	<b>325.00</b>
161614	10/23/2015	012153 MIDWEST REMANUFACTURING, LLC	321865		P/S UNIT	
					01-23-000-72540	485.00
					<b>Total :</b>	<b>485.00</b>
161615	10/23/2015	015688 MIKE'S PRO P8TING	101515		PAINT & PATCH OFFICE PD	
					30-00-000-75111	400.00
					<b>Total :</b>	<b>400.00</b>
161616	10/23/2015	005856 MONROE TRUCK EQUIPMENT,INC.	309864		MOTOR KIT	
			309896		01-23-000-72540	435.68
			309897		MOTOR KIT	
					01-23-000-72540	415.00
					MOTOR KIT	
					01-23-000-72540	415.00
					<b>Total :</b>	<b>1,265.68</b>
161617	10/23/2015	016756 MORRISON ASSOCIATES, LTD.	2015:0058		PROF DEV:DAVID NIEMEYER:WES`	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161617	10/23/2015	016756 MORRISON ASSOCIATES, LTD.	(Continued)		01-12-000-72720	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
161618	10/23/2015	012099 NAPA AUTO PARTS	004652		HARNES	
			004733		01-17-205-72540	9.67
					OIL DRY	
					60-00-000-72540	17.83
					01-23-000-72540	17.83
					01-24-000-72540	8.92
					<b>Total :</b>	<b>54.25</b>
161619	10/23/2015	006216 NORTH EAST MULTI-REG TRAINING	200200		TRAINING/CRIME SCENE DO NOT C	
			200202		01-17-220-72140	714.00
					DE-ESCALATION STRATEGIES SAF	
					01-17-220-72140	612.00
					<b>Total :</b>	<b>1,326.00</b>
161620	10/23/2015	006221 NORTHERN SAFETY CO. INC.	901651332		EYEWEAR	
					60-00-000-73845	28.22
					01-23-000-73845	28.22
					01-24-000-73845	14.11
					60-00-000-73845	5.06
					01-23-000-73845	5.06
					01-24-000-73845	2.53
					<b>Total :</b>	<b>83.20</b>
161621	10/23/2015	010135 ONSITE COMMUNICATIONS USA, INC	43934		SERVICE SQD#28A MICROPHONE	
			43941		01-17-205-72550	79.00
			43942	VTP-013130	WIRELESS EQUIPMENT	
					30-00-000-74150	5,340.00
					STAND ALONE RADIO/REMOTE SY	
					01-19-000-72550	6,372.50
					<b>Total :</b>	<b>11,791.50</b>
161622	10/23/2015	012575 P & G KEENE ELECTRICAL	195361		ALTERNATOR	
					01-23-000-72540	205.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161622	10/23/2015	012575 012575 P & G KEENE ELECTRICAL	(Continued)			<b>Total : 205.00</b>
161623	10/23/2015	006494 P.F. PETTIBONE & CO.	34210		SHOULDER PATCH HONOR GUAR 01-17-220-73610	155.75 <b>Total : 155.75</b>
161624	10/23/2015	013881 PANDUIT PROCUREMENT CO LLC	102215		27TH INCENTIVE PAYMENT 01-97-000-79127	1,170.13 <b>Total : 1,170.13</b>
161625	10/23/2015	006475 PARK ACE HARDWARE	049533/1 049562/1		PROPANE EXCHANGE ,CFL 01-19-000-72524 PAINTBRUSH,COUPLING 60-00-000-72528	59.96 35.14 <b>Total : 95.10</b>
161626	10/23/2015	001654 PCS INDUSTRIES	214489 214569 214569A 215200	VTP-013452	ICE MELT 01-23-000-73810 JANT SUPPLIES,COFFEE,LINERS 01-19-000-73580 CASCADE 01-19-000-73580 COFFEE 01-19-000-73580	4,704.00 394.70 63.92 306.00 <b>Total : 5,468.62</b>
161627	10/23/2015	006690 PENNWELL PUBLISHING CO.	1010000143365	VTP-013430	SAFETY & SURVIVAL ON THE FIRE 01-19-000-72140 01-19-000-72140	134.30 8.00 <b>Total : 142.30</b>
161628	10/23/2015	014682 PITNEY BOWES	5218764-OT15		RENTAL MAILING SYSTEM 9/30-10/ 01-17-205-72750	140.70 <b>Total : 140.70</b>
161629	10/23/2015	006509 POULOS, TIMOTHY	101915		PER DIEM ADDT'L AIRFARE DUE TC 01-17-225-72140	101.00

Voucher List  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161629	10/23/2015	006509 006509 POULOS, TIMOTHY	(Continued)			<b>Total : 101.00</b>
161630	10/23/2015	016880 PSC GROUP LLC	391379	VTP-013088	SHAREPOINT ARCHITECT SERVICE 30-00-000-74159	257.50 <b>Total : 257.50</b>
161631	10/23/2015	006850 QUILL CORPORATION	15109 17411		NAMEPLATES (7) 01-31-000-73110 LABELS,POP UP NOTES 01-30-000-73110	77.28 24.77 <b>Total : 102.05</b>
161632	10/23/2015	010816 QUINN, JIMMY	317377/2		REIM.EXP. MEAL 01-23-000-72220	37.65 <b>Total : 37.65</b>
161633	10/23/2015	006361 RAY O'HERRON CO. INC	1557011-IN		BADGE 01-11-000-73110	225.91 <b>Total : 225.91</b>
161634	10/23/2015	006870 RELIABLE FIRE EQUIPMENT	660401		RECHARGE,VALVE ASSY,PLASTIC 01-25-000-72535	125.40 <b>Total : 125.40</b>
161635	10/23/2015	017261 RESCUE ESSENTIALS	36527A	VTP-013492	RESCUE ESSENTIALS 01-17-205-73600	1,365.24 <b>Total : 1,365.24</b>
161636	10/23/2015	010865 RESOURCE MANAGEMENT ASSOCIATES	15101/1	VTP-013311	PROMOTIONAL TESTING 2015 01-19-000-72846 01-19-000-72846	3,120.00 120.00 <b>Total : 3,240.00</b>
161637	10/23/2015	014063 RICCIO CONSTRUCTION CORP.	2645		GAYNELLE RD PH#2 WATERMAIN F 62-00-000-75705	330,111.00 <b>Total : 330,111.00</b>
161638	10/23/2015	015230 RIDGE LANDSCAPE SERVICES LLC	4595		LAWN MAINT 10/1/15-10/15/15	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161638	10/23/2015	015230 RIDGE LANDSCAPE SERVICES LLC	(Continued)		01-23-000-72881	13,795.95
					01-25-000-72881	772.45
					70-00-000-72881	509.82
					60-00-000-72881	370.78
					<b>Total :</b>	<b>15,449.00</b>
161639	10/23/2015	006874 ROBINSON ENGINEERING CO. LTD.	15100088		PROJ#14-471 LEGACY DIST.SO.MA	
			15100087		65-00-000-72840	2,756.50
			15100197		PROJ#15-005.014 2015 PMP RESUF	
					05-00-000-72840	32,738.31
					PROJ#S15-09-001 GRANT OF EASE	
					01-23-000-72840	1,050.00
					<b>Total :</b>	<b>36,544.81</b>
161640	10/23/2015	006874 ROBINSON ENGINEERING CO. LTD.	15100312		PROJ#09-391.02 183RD ST & OPA F	
					30-00-000-72840	7,167.87
					<b>Total :</b>	<b>7,167.87</b>
161641	10/23/2015	016912 ROSENTHAL,MURPHEY,COBLENTZ &	101215		LEGAL SERVICES ACCT#1441M	
			101215.		01-14-000-72850	1,283.45
					LEGAL SERVICES ACCT#1441M	
					01-14-000-72850	268.32
					<b>Total :</b>	<b>1,551.77</b>
161642	10/23/2015	007091 SAFETY KLEEN	68204948		PARTS WASHER SOLVENT	
					60-00-000-72750	53.08
					01-24-000-72750	53.08
					01-23-000-72750	53.09
					01-17-205-72750	79.65
					01-30-000-72750	26.55
					<b>Total :</b>	<b>265.45</b>
161643	10/23/2015	007629 SAM'S CLUB DIRECT	0452		COOKIE TRAY EAP/COMMUNITY RE	
			0761		01-14-000-73870	20.98
					SNACKS,COPY PAPER,BANKER BC	
					01-17-205-73110	278.80

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161643	10/23/2015	007629	SAM'S CLUB DIRECT		(Continued)	
					60-00-000-73110	18.94
					01-14-000-73115	10.88
					01-23-000-73115	10.88
					01-30-000-73110	10.88
					01-31-000-73110	10.88
					01-14-000-73115	53.88
			1204		COFFEE,PLATES,VANITY FAIR,SAM	
					01-17-205-73315	69.41
			1644		SODA,WATER,COPY PAPER,SNACK	
					01-14-000-73110	4.98
					01-13-000-73110	13.94
					01-23-000-73110	13.94
					01-30-000-73110	13.94
					01-31-000-73110	13.94
					01-14-000-73115	102.77
					60-00-000-73115	10.31
					01-23-000-73115	10.31
					01-24-000-73115	5.16
			5697		COPY PAPER,WATER,COFFEE,DAV	
					01-14-000-73115	19.92
					01-13-000-73110	13.94
					60-00-000-73110	13.94
					01-30-000-73110	13.94
					01-31-000-73110	13.94
					01-14-000-73115	10.88
					60-00-000-73115	10.88
					01-30-000-73110	10.88
					01-31-000-73110	10.88
					01-14-000-73115	32.32
					60-00-000-73115	12.77
					01-23-000-73115	12.77
					01-24-000-73115	6.38
					01-25-000-73580	26.54
			6244		OFFICE & CONF SUPPLIES	
					01-21-210-73110	217.21
			6466		KLEENEX,WATER,SODA,SUGAR,CF	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161643	10/23/2015	007629 SAM'S CLUB DIRECT	(Continued)		01-25-000-73115	21.49
					01-30-000-73110	21.48
					01-31-000-73110	21.48
					01-14-000-73110	8.05
					01-25-000-73840	8.04
					01-30-000-73110	8.04
					01-31-000-73110	8.04
					01-14-000-73115	43.40
					60-00-000-73115	12.59
					01-24-000-73115	6.29
					01-23-000-73115	12.59
					01-14-000-73115	21.48
					<b>Total :</b>	<b>1,294.98</b>
161644	10/23/2015	015712 SANDENO EAST, INC.	9233		SURFACE	
					60-00-000-73780	470.00
					01-23-000-73780	470.00
					<b>Total :</b>	<b>940.00</b>
161645	10/23/2015	010969 SEXTON PROPERTIES R.P., LLC	10152015-43		SEMI SOIL	
					60-00-000-73681	196.00
					01-23-000-72890	84.00
					60-00-000-73681	6.86
					01-23-000-72890	2.94
					<b>Total :</b>	<b>289.80</b>
161646	10/23/2015	013043 SITE DESIGN GROUP, LTD.	6264-15		LANDSCAPE ARCH.SERV. 8/30/15-9/26/15	
			7221-28		01-23-000-72847	1,047.50
			7250-14		EAB TREE REMOVALS 7/19/15-9/26/15	
			7268-07		01-23-000-72790	239.21
			7330-21		COMPLETE STREETS 8/30/15-9/26/15	
					19-00-000-75610	445.00
					VALSPAR B&B BIOSWALE 6/21/15-9/26/15	
					01-31-000-72847	510.00
					TREE PLANTINGS 8/30/15-9/26/15	
					01-23-000-72790	7,736.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161646	10/23/2015	013043 SITE DESIGN GROUP, LTD.	(Continued) 7360.21-03		MAHER FUNERAL HOME 8/30/15-9/ 01-31-000-72847	232.50
			7500-08		TINLEY PLANNING SERVICES 8/30/ 01-31-000-72847	360.00
			7564.01-03		DAVITA DIALYSIS 3/29/15-9/26/15 01-31-000-72847	62.50
			7564.07-02		ALPHA MED 4/26/15-9/26/15 01-31-000-72847	530.00
			7565-07		LANDSCAPE AUDIT 2015 8/30/15-9/ 01-31-000-72847	3,675.97
			7640-02		183RD MEDIAN IRRIGATION 6/21/15 30-00-000-75610	587.50
			7697-01		HARLEM AVE MEDIANS 8/30/15-9/26/ 01-23-000-72847	1,182.50
			7698-01		NATURAL AREAS MAINT 8/30/15-9/26/ 01-23-000-72847	3,032.50
			7711-01		TP IRRIGATION 9/1/15-9/26/15 01-23-000-72847	340.00
					<b>Total :</b>	<b>19,981.79</b>
161647	10/23/2015	016787 SOAR	081015		DONATION RAPTOR REHAB CENTE 83-00-000-72923	400.00
					<b>Total :</b>	<b>400.00</b>
161648	10/23/2015	007224 STANDARD EQUIPMENT COMPANY	C07273		VALVES 01-23-000-72540	795.99
			C07402		PART 01-23-000-72540	49.34
			C07437		CABLE 01-23-000-72540	43.46
					<b>Total :</b>	<b>888.79</b>
161649	10/23/2015	012238 STAPLES BUSINESS ADVANTAGE	3280811668		FLDR,ENV,SANITIZER 01-17-205-73110	121.13
			3280811669		LETTER JACKET,LBL 01-17-205-73110	88.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161649	10/23/2015	012238 STAPLES BUSINESS ADVANTAGE	(Continued) 3280811670		CHAIRMAT 01-17-205-73110	57.90
			3280811671		REFERENCING SYSTEM DESKTOP 01-17-225-73110	176.39
			3280811672		CHAIRMAT,SPLS 8.5X14 COPY RM 01-17-225-73110	240.59
			3280811673		CALENDARS,TAPE,PENS,POST-ITS 01-13-000-73110	30.48
			3280811674		01-14-000-73110 STORAGE BOX 01-14-000-73110	73.63 45.29
					<b>Total :</b>	<b>834.38</b>
161650	10/23/2015	011189 STAPLES CREDIT PLAN	44500		ORDER#9251143423 PLANTRONIC\$ 01-25-000-72777	75.97
					<b>Total :</b>	<b>75.97</b>
161651	10/23/2015	016890 STATEWIDE PUBLISHING LLC	vii2651016846		LEGAL NOTICE 16189 S HARLEM 01-48-000-72330	160.00
					<b>Total :</b>	<b>160.00</b>
161652	10/23/2015	015452 STEINER ELECTRIC COMPANY	102215		4TH ANNUAL INCENTIVE PAYMENT 01-97-000-79132	33,640.00
			S005176270.001		BALLAST 01-25-000-73570	53.80
			S005183131.001		FLUOR LAMP 01-25-000-73570	56.90
					<b>Total :</b>	<b>33,750.70</b>
161653	10/23/2015	007090 STERICYCLE INC.	4005873031		WASTE SERVICES 01-17-205-72750	1,132.80
					<b>Total :</b>	<b>1,132.80</b>
161654	10/23/2015	014793 STS TOWING	5668		WHEEL LIFT #62 ELEC 01-24-000-72540	75.00
					<b>Total :</b>	<b>75.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161655	10/23/2015	014446 SULLIVAN, LINDA	101315.		REIM.EXP.ICE CREAM TOPPING,BA 01-56-000-72937	55.14
					<b>Total :</b>	<b>55.14</b>
161656	10/23/2015	007297 SUTTON FORD INC./FLEET SALES	421068		WIRE ASY 01-17-205-72540	17.19
			421087		INSTRUMENT CLUSTER 01-24-000-72540	247.12
			530009		VIN#1FM5K8AR7DGA72253 SERVIC 01-17-205-72540	180.95
			530364		PROGRAM CLUSTER/OPERATION S 01-24-000-72540	100.00
					<b>Total :</b>	<b>545.26</b>
161657	10/23/2015	011248 TEMPERATURE EQUIPMENT CORP.	102215		10TH INCENTIVE PAYMENT 01-97-000-79129	124,279.00
					<b>Total :</b>	<b>124,279.00</b>
161658	10/23/2015	007886 THEODORE POLYGRAPH SERVICE	4996		JORDAN OATES POLICE POLY 01-40-000-72846	150.00
					<b>Total :</b>	<b>150.00</b>
161659	10/23/2015	014854 THOMSON REUTERS-WEST PYMNT CTF 832678483			WEST INFO 9/1/15-9/30/15 01-17-225-72852	165.97
					<b>Total :</b>	<b>165.97</b>
161660	10/23/2015	013040 TINLEY PARK FIRE DEPT.	101515		PETTY CASH/SUPPLIES,REPAIR,DC 01-20-000-72220	8.16
					01-20-000-73870	30.00
					01-19-000-72220	19.55
					01-19-000-72110	6.96
					01-20-000-72110	14.85
					01-20-000-73875	13.21
					01-20-000-72220	60.64
					<b>Total :</b>	<b>153.37</b>
161661	10/23/2015	010565 TP HOTEL & CONVENTION CTR LLC	22361		LODGING PROSPECT M. BARELLI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161661	10/23/2015	010565 TP HOTEL & CONVENTION CTR LLC	(Continued)			
			22362		01-32-000-72987 LODGING PROSPECT T. SULLIVAN 01-32-000-72987	88.48 88.48
					<b>Total :</b>	<b>176.96</b>
161662	10/23/2015	011003 TRANE	11461436R1		BELT 73-67-000-72530	26.24
			11463450R1		FILTERS 01-25-000-72530	141.72
					<b>Total :</b>	<b>167.96</b>
161663	10/23/2015	012566 TSI INCORPORATED	90752276	VTP-013436	CALIBRATION CONTRACT 01-19-000-72578	2,630.00
					<b>Total :</b>	<b>2,630.00</b>
161664	10/23/2015	008057 USA BLUE BOOK	773888		DISCHARGE HOSE 01-25-000-72530	103.95
					<b>Total :</b>	<b>103.95</b>
161665	10/23/2015	014938 VILLAGE OF LANSING	102215		10TH INCENTIVE PAYMENT 01-97-000-79129	86,667.00
					<b>Total :</b>	<b>86,667.00</b>
161666	10/23/2015	008296 WAISHWELL, JESSICA	101915		REIM.EXP.MILEAGE & TOLLS/TRAIN 01-21-210-72140	196.40
					<b>Total :</b>	<b>196.40</b>
161667	10/23/2015	010165 WAREHOUSE DIRECT WORKPL SOLTNS	2790133-0	VTP-013326	PD FURNITURE 30-00-000-74110	6,397.72
			2802095-0		PANEL MOUNT WALL KIT 30-00-000-75599	243.60
			2844516-1		CAN LINER 01-25-000-73580	30.96
			2852282-0		CALENDAR,MARKER,TOWEL 01-25-000-73110	10.16
					01-25-000-73580	67.36

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161667	10/23/2015	010165	010165 WAREHOUSE DIRECT WORKPL SO	(Continued)		<b>Total : 6,749.80</b>
161668	10/23/2015	011055	WARREN OIL CO.	I0937992	N.L. GAS USED 10/1/15-10/15/15	
					01-17-205-73530	8,943.04
					01-19-000-73530	451.14
					01-20-000-73530	154.48
					01-21-000-73530	341.36
					60-00-000-73530	1,321.93
					01-23-000-73530	1,147.35
					01-24-000-73530	391.15
					01-30-000-73530	304.46
					01-31-000-73530	39.59
					01-12-000-73530	255.87
					01-14-000-73532	47.99
					01-14-000-73533	196.77
					14-00-000-73530	52.79
					01-53-000-73530	287.66
			I0937993		DIESEL USED 10/1/15-10/15/15	
					01-19-000-73545	1,681.89
					60-00-000-73545	430.93
					01-23-000-73545	1,486.01
					01-24-000-73545	215.28
					01-14-000-73532	87.48
					01-42-000-73545	360.95
					01-14-000-73531	4,995.46
					<b>Total :</b>	<b>23,193.58</b>
161669	10/23/2015	017270	WEST MONROE PARTNERS, LLC	TP15001	CUST ID#TP-001-01 PROF SERV	
					60-00-000-72790	124,020.00
					<b>Total :</b>	<b>124,020.00</b>
161670	10/23/2015	008221	WILLE BROTHERS COMPANY	347391	READY MIX CONCRETE,EXPANSIO	
					01-23-000-73770	762.00
					<b>Total :</b>	<b>762.00</b>
161671	10/23/2015	012034	WITMER PUBLIC SAFETY GROUP,INC	1648032	DICKE TOOL 5 COLLAPSIBLE SAFE	
					01-19-000-73410	175.08

Bank code : apbank

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
161671	10/23/2015	012034	012034 WITMER PUBLIC SAFETY GROUP,IN (Continued)			<b>Total : 175.08</b>
<b>136 Vouchers for bank code : apbank</b>						<b>Bank total : 1,274,274.64</b>
<b>138 Vouchers in this report</b>						<b>Total vouchers : 1,286,378.29</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
161672	10/30/2015	002730 AAA RENTAL SYSTEM	64157-1		DEPOSIT-A.V EQUIP,PIPE/DRAPE,L 01-45-000-72954	1,353.00
					<b>Total :</b>	<b>1,353.00</b>
161673	10/30/2015	010318 ADVOCATE CHRIST MEDICAL CNTR	102315		BLS INSTRUCTOR RENEWAL PROC 01-20-000-73606	10.00
					<b>Total :</b>	<b>10.00</b>
161674	10/30/2015	002734 AIR ONE EQUIPMENT, INC	107441		BREATHING AIR QUALITY TEST/173 01-19-000-72578	135.00
			107442		BREATHING AIR QUALITY TEST/775 01-19-000-72578	135.00
			107500		BATTERIES,MMR,SOCKET,LUMBAR 01-19-000-72578	212.20
					<b>Total :</b>	<b>482.20</b>
161675	10/30/2015	002570 AMERICAN SALES	19223	VTP-013501	CHRISTMAS DECORATIONS & LIGH 01-25-000-73112	1,759.62
					<b>Total :</b>	<b>1,759.62</b>
161676	10/30/2015	002756 APCO INTERNATIONAL INC.	00022905	VTP-013459	LEADERSHIP CERTIFICATE PROGRF 01-21-210-72140	995.00
					<b>Total :</b>	<b>995.00</b>
161677	10/30/2015	002665 APPLE CHEVROLET	293181CVR		HARNES 01-17-205-72540	65.97
					<b>Total :</b>	<b>65.97</b>
161678	10/30/2015	017289 BAIRD & WARNER	Ref001324068		UB Refund Cst #00497698 60-00-000-20599	4.35
					<b>Total :</b>	<b>4.35</b>
161679	10/30/2015	017284 BERG, BERNICE	102915		REFUND DUI NOT GUILTY 01-14-000-79099	500.00
					<b>Total :</b>	<b>500.00</b>
161680	10/30/2015	002974 BETTENHAUSEN CONSTRUCTION SERV	150266		HAULING STONES	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161680	10/30/2015	002974 BETTENHAUSEN CONSTRUCTION SERV	(Continued)			
					60-00-000-73860	405.00
					01-23-000-73860	202.50
					70-00-000-73860	67.50
			150268		HAULING SPOILS	
					60-00-000-73681	346.50
					01-23-000-72890	148.50
			150269		HAULING LOGS	
					60-00-000-73681	504.00
					01-23-000-72890	216.00
					<b>Total :</b>	<b>1,890.00</b>
161681	10/30/2015	002923 BLACK DIRT INC.	18220		4-WH PULVERIZED BLACK DIRT	
					60-00-000-73680	225.00
					01-23-000-73680	225.00
					<b>Total :</b>	<b>450.00</b>
161682	10/30/2015	003735 CAREFREE LAWN SPRINKLERS, INC	236230		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	130.00
			236234		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	130.00
			236235		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	500.00
			236367		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	130.00
			236368		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	430.00
			236377		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	130.00
			236378		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	130.00
			236379		IRRIGATION SPRINKLER TURN ON	
				VTP-012935	01-23-000-72790	130.00
					<b>Total :</b>	<b>1,710.00</b>
161683	10/30/2015	003334 CCP INDUSTRIES, INC	IN01560763		HIPPIE WIPES	
					60-00-000-72710	68.33

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161683	10/30/2015	003334 CCP INDUSTRIES, INC	(Continued)		01-24-000-72710	68.33
					01-23-000-72710	68.33
					01-19-000-72540	68.34
					01-17-205-72710	91.12
					01-30-000-72710	45.54
					01-12-000-72540	22.77
					01-21-000-72540	22.77
					<b>Total :</b>	<b>455.53</b>
161684	10/30/2015	003243 CDW GOVERNMENT INC.	ZR75250		COLOR & BLACK INK	
			ZS32759		01-21-210-73110	85.99
			ZS63927		BLK TONER	
					01-21-210-73110	292.99
					<FD> - REPLACEMENT MONITORS	
				VTP-013499	01-19-000-72565	199.80
				VTP-013499	14-00-000-72565	100.20
				VTP-013499	01-20-000-73870	240.00
				VTP-013499	01-19-000-72565	2.25
				VTP-013499	01-19-000-73870	3.37
				VTP-013499	01-20-000-73870	2.25
				VTP-013499	14-00-000-72565	1.11
				VTP-013499	01-19-000-73870	300.00
			ZT36001		<FD> - REPLACEMENT MONITORS	
				VTP-013499	01-19-000-72565	199.80
				VTP-013499	01-19-000-73870	300.00
				VTP-013499	14-00-000-72565	100.20
					01-19-000-72565	2.00
					01-19-000-73870	3.01
					14-00-000-72565	1.00
			ZV85636		STARTECH VGA MONITOR TO DISP	
					01-14-000-72565	29.25
			ZW16718		TONER CARTRIDGE	
					01-23-000-73110	52.00
					01-25-000-73110	52.00
					60-00-000-73110	52.00
					01-23-000-73110	2.66

Voucher List  
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161684	10/30/2015	003243 CDW GOVERNMENT INC.	(Continued)		01-25-000-73110	2.66
					60-00-000-73110	2.67
					<b>Total :</b>	<b>2,027.21</b>
161685	10/30/2015	003229 CED/EFENGEE	5025-495263		JACK MODULE,JACK MOD	
			5025-495471		01-25-000-73570	71.74
			5025-495485	VTP-013271	STREET LIGHT POLES	
			5025-495489		01-24-000-73570	3,400.00
			5025-495554		BULBS	
					01-24-000-73570	99.93
					ELBOW,JCT BOX	
					60-00-000-72528	49.76
					BULBS	
					01-24-000-73570	222.07
					<b>Total :</b>	<b>3,843.50</b>
161686	10/30/2015	014026 CHANDLER SERVICES	20100		REPAIR STEER AXLE	
					01-19-000-72540	224.44
					<b>Total :</b>	<b>224.44</b>
161687	10/30/2015	005299 CLASS C SOLUTIONS GROUP	7903755001		WEATHERSTRIP,LINCH PIN,HAND I	
					60-00-000-72540	36.05
					01-24-000-72540	36.04
					01-23-000-72540	36.05
					01-17-205-72540	54.06
					01-30-000-72540	18.02
					<b>Total :</b>	<b>180.22</b>
161688	10/30/2015	013171 COMCAST CABLE	8771401810265348		ACCT#8771401810265348 6829 173	
					01-19-000-73870	15.83
					<b>Total :</b>	<b>15.83</b>
161689	10/30/2015	013892 COMED	6771163052		ACCT#6771163052 LITE RT/25	
					01-24-000-72510	195.83
					<b>Total :</b>	<b>195.83</b>

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161690	10/30/2015	013878	COMED - COMMONWEALTH EDISON	0021100130	ACCT#0021100130 RT/23 METERED 01-24-000-72510	44.48
				0052035006	ACCT#0052035006 6720 SOUTH ST 73-67-000-72510	1,427.13
				0369095018	ACCT#0369095018 6761 NORTH ST 01-24-000-72510	32.91
				0519019106	ACCT#0519019106 METERED/SEAS 12-00-000-72510	7.06
				0567043065	ACCT#0567043065 LITE RT/25 7400 01-24-000-72510	509.48
				0637059039	ACCT#0637059039 7950 W TIMBER 60-00-000-72510	105.77
				1222218001	ACCT#1222218001 1 E OAK PK SS I 70-00-000-72510	149.67
				1224165129	ACCT#1224165129 LIGHTING 7053 01-24-000-72510	169.79
				2587063010	ACCT#2587063010 REAR TEMP 173 12-00-000-72510	21.13
				2761036017	ACCT#2761036017 ST LIGHTS 8317 01-24-000-72510	57.76
				3784064010	ACCT#3784064010 16301 CENTRAL 60-00-000-72510	62.42
				4797055062	ACCT#4797055062 LITE 17810 62NI 01-24-000-72510	22.05
				4797055062	ACCT#4797055062 LITE 17810 62NI 01-24-000-72510	18.95
				7090006006	ACCT#7090006006 TEMP/PARKING 12-00-000-72510	21.13
				7398024011	ACCT#7398024011 7000 W 183RD S 01-24-000-72510	56.92
<b>Total :</b>						<b>2,706.65</b>
161691	10/30/2015	011409	CORENET GLOBAL	7880	MEMBERSHIP IVAN BAKER 1/1/16-1 01-32-000-72720	850.00
<b>Total :</b>						<b>850.00</b>
161692	10/30/2015	003635	CROSSMARK PRINTING, INC	27507	BUSINESS CARDS/GENE LODE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161692	10/30/2015	003635 CROSSMARK PRINTING, INC	(Continued)		01-30-000-72310	47.50
					<b>Total :</b>	<b>47.50</b>
161693	10/30/2015	003782 D & B POWER ASSOCIATES INC.	028061	VTP-013480	<IT> - BACKUP UPS MAINT RENEW 01-14-000-72756	1,882.00
					<b>Total :</b>	<b>1,882.00</b>
161694	10/30/2015	003770 DUSTCATCHERS INC	07445		MATS/PD 01-25-000-72790	70.11
					<b>Total :</b>	<b>70.11</b>
161695	10/30/2015	017073 DYNEGY ENERGY SERVICES LLC	149426715101		ACCT#GMCVIL2076 ENERGY OCT'1 01-24-000-72510	15,660.57
					<b>Total :</b>	<b>15,660.57</b>
161696	10/30/2015	004009 EAGLE UNIFORM CO INC	241071	VTP-013456	D. MAZZIOTTA - FP UNIFORM 01-20-000-73610	373.20
			241076		01-20-000-73610	5.25
				VTP-013524	UNIFORMS 01-20-000-73610	151.94
					01-20-000-73610	1.75
					<b>Total :</b>	<b>532.14</b>
161697	10/30/2015	017167 ELECTRICAL RESOURCE MNGMNT,INC	36741	VTP-013422	STREET LIGHT MATERIAL 01-24-000-73570	2,445.00
					<b>Total :</b>	<b>2,445.00</b>
161698	10/30/2015	004119 ENVIROTEST/PERRY LABS INC	15-131332		COLIFORM SAMPLES 60-00-000-72865	480.00
					<b>Total :</b>	<b>480.00</b>
161699	10/30/2015	017283 EVANGELICAL CATHOLIC DIOCESE	103015		2 MASON & MR SANCHEZ ATTENDI 01-17-205-72974	120.00
					<b>Total :</b>	<b>120.00</b>
161700	10/30/2015	004019 EVON'S TROPHIES & AWARDS	102015		BRASS NAME PLATE 01-25-000-72520	9.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161700	10/30/2015	004019 004019 EVON'S TROPHIES & AWARDS	(Continued)			<b>Total : 9.05</b>
161701	10/30/2015	017286 FIEGEL, CHARLENE	Ref001324065		UB Refund Cst #00479653 60-00-000-20599	37.02 <b>Total : 37.02</b>
161702	10/30/2015	004756 FIRST MIDWEST BANK 312	312-154		BOX#312-154 SAFE DEPOSIT BOX I 01-17-205-73600	133.00 <b>Total : 133.00</b>
161703	10/30/2015	015058 FLEETPRIDE	73020502		ROD CLIPS 01-19-000-72540	62.10 <b>Total : 62.10</b>
161704	10/30/2015	013370 FLOWERS, CLAUDETTE	102815		REIM.EXP.CENTERPIECE SUPPLIE 01-19-000-72974	87.79 <b>Total : 87.79</b>
161705	10/30/2015	012941 FMP	50-1178005 52-295096		LIFT MOTOR,CORE CHARGE 60-00-000-72540 OIL & AIR FILTER 01-24-000-72540	114.35 37.26 <b>Total : 151.61</b>
161706	10/30/2015	011611 FOX VALLEY FIRE & SAFETY CO.	943067 943068		FIRE ALARM INSPECTION,BATTER\ 01-19-000-72122 FIRE ALARM INSPCTN,BATTERY 01-19-000-72122	302.00 444.00 <b>Total : 746.00</b>
161707	10/30/2015	016081 FREEMAN, JASON	102915		REIM.EXP. CELL & MILEAGE 10/1/1! 01-35-000-72120 01-35-000-72130	50.00 82.80 <b>Total : 132.80</b>
161708	10/30/2015	002877 G. W. BERKHEIMER CO., INC.	618621 618626		BLK TEE 01-25-000-72530 DEG BLK ST ELBOW	5.07

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161708	10/30/2015	002877 G. W. BERKHEIMER CO., INC.	(Continued)			
			619667		01-25-000-72530 STRAIGHT FLEX FTG 01-25-000-72530	10.72  2.04
					<b>Total :</b>	<b>17.83</b>
161709	10/30/2015	016889 GALLAGHER MATERIALS INC.	637365MB			
				VTP-013451	COLD PATCH 01-23-000-73780	2,349.54
					<b>Total :</b>	<b>2,349.54</b>
161710	10/30/2015	004535 GALLS	004231162			
				VTP-013495	JACKETS 01-17-235-73610	132.73
					<b>Total :</b>	<b>132.73</b>
161711	10/30/2015	011901 HASAN, FADI	102215			
					PER DIEM:MEALS NEMRT REID INT 01-17-220-72140	45.00
					<b>Total :</b>	<b>45.00</b>
161712	10/30/2015	008043 HD SUPPLY WATERWORKS, LTD.	E593802			
			E668829	VTP-013446	NEW SET UP FOR HYDRANT METE 60-00-000-73630	2,045.18
			E692558		2 CAST IRON FLANGE KIT 60-00-000-73630	28.00
					BOX RISER,VB LID M/WATER 60-00-000-73630	113.36
					<b>Total :</b>	<b>2,186.54</b>
161713	10/30/2015	012328 HOMER INDUSTRIES	S81822			
					DROP CHARGE - CHIPS 01-23-000-72890	100.00
					<b>Total :</b>	<b>100.00</b>
161714	10/30/2015	017285 HOST, DANIEL E	Ref001324064			
					UB Refund Cst #00464695 60-00-000-20599	27.28
					<b>Total :</b>	<b>27.28</b>
161715	10/30/2015	004843 ICMA	194483			
					MEMBERSHIP DAVID J. NIEMEYER 01-12-000-72720	1,394.00
					<b>Total :</b>	<b>1,394.00</b>

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161716	10/30/2015	005161 IL TACTICAL OFFICERS ASSN	3255	VTP-013530	FEE FOR I.T.O.A. CONF. FOR SULL 01-17-205-72170	885.00
<b>Total :</b>						<b>885.00</b>
161717	10/30/2015	005186 INTERSTATE BATTERY SYSTEM	216949		BATTERY 60-00-000-72540	139.95
<b>Total :</b>						<b>139.95</b>
161718	10/30/2015	005266 J.M.D. SOX OUTLET, INC.	139953		WORK CLOTHES/BRIAN BORCHER 01-23-000-73610	30.46
			140482		WORK CLOTHES/JASON ZIMBAUEI 60-00-000-73610	425.00
<b>Total :</b>						<b>455.46</b>
161719	10/30/2015	014255 KEATING, EILEEN	102415		CAKE/RETIREMENT PARTY MESSIN 01-19-000-72974	44.98
<b>Total :</b>						<b>44.98</b>
161720	10/30/2015	005401 KELLY, KEVIN	102615		REIM.EXP. CDL LICENSE RENEWAI 01-23-000-72860	65.00
<b>Total :</b>						<b>65.00</b>
161721	10/30/2015	017281 KINGERY, AUDREY	102815		REFUND REMAINDER PARKING PL. 70-00-000-79000	60.00
<b>Total :</b>						<b>60.00</b>
161722	10/30/2015	016181 KISLER, STEPHANIE	102215		REIM.EXP.LODGING & MEAL/APA IL 01-31-000-72130	324.23
			102215.		REIM.EXP.MILEAGE 228 @ 57.5 NO 01-31-000-72130	131.10
<b>Total :</b>						<b>455.33</b>
161723	10/30/2015	005379 KLEIN, THORPE & JENKINS, LTD	101915		LEGAL SERVICES THRU 9/30/15 01-14-000-72850	50,204.69
					19-00-000-72850	1,337.26
					01-14-000-72855	649.80
					01-14-000-72850	3,452.00
					60-00-000-72850	315.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161723	10/30/2015	005379 KLEIN, THORPE & JENKINS, LTD	(Continued)		01-14-000-72850	922.50
					19-00-000-72850	2,680.00
					01-14-000-72850	11,025.49
					01-14-000-72855	84.00
					01-14-000-72850	103.00
					01-14-000-72855	1,309.20
					01-14-000-72850	273.00
					19-00-000-72850	1,016.00
					01-14-000-72850	5,315.55
					<b>Total :</b>	<b>78,687.49</b>
161724	10/30/2015	015660 KOPANSKI, THOMAS	102915		REIM. EXP. WORK CLOTHES	
					60-00-000-73610	110.66
					<b>Total :</b>	<b>110.66</b>
161725	10/30/2015	005222 LEE JENSEN SALES CO., INC.	151673		PORT DECAL,CONTROL PANEL DEI	
					60-00-000-72530	364.10
					<b>Total :</b>	<b>364.10</b>
161726	10/30/2015	014190 LEHIGH HANSON	5529923		STONES	
					60-00-000-73860	147.28
					01-23-000-73860	73.63
					70-00-000-73860	24.55
					<b>Total :</b>	<b>245.46</b>
161727	10/30/2015	007100 M. E.SIMPSON COMPANY, INC	27667		LEAK & LINE LOCATION VARIOUS L	
					60-00-000-72513	645.00
					<b>Total :</b>	<b>645.00</b>
161728	10/30/2015	013969 MAP AUTOMOTIVE OF CHICAGO	40-341565		MOTOR ASSY	
					60-00-000-72540	91.81
					<b>Total :</b>	<b>91.81</b>
161729	10/30/2015	012631 MASTER AUTO SUPPLY, LTD.	15030-2044		BRAKE PAD	
					01-23-000-72540	64.11
					<b>Total :</b>	<b>64.11</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161730	10/30/2015	006074 MENARDS	81182		RATCHETX,PLUNGER,WRENCH,SC 01-25-000-73410	164.18
			81245		TAPE,CAULK,LOC 2IN1,MOLD ELIM 01-25-000-72520	19.20
			81277		STEP LADDER,RATCHETX,WD-40 01-25-000-73410	154.98
					01-25-000-73550	9.08
			81407		SPOT CLEANER,DEEPCLEAN,VINE 60-00-000-73550	121.31
			81412		LUMBER,JOINT KNIFE,DRILL PT,CC 01-25-000-72530	18.98
					01-25-000-73410	27.94
			81442		SOFT COOLER W/LINER 01-21-000-73110	55.96
			81445		LOC 2IN1,ANG,BOARDS 01-25-000-72520	68.93
					<b>Total :</b>	<b>640.56</b>
161731	10/30/2015	015580 MIDWEST COMMERCIAL, INC.	15-4078-2		PD CARPETING PHASE 3	
				VTP-013493	30-00-000-75002	9,760.00
					<b>Total :</b>	<b>9,760.00</b>
161732	10/30/2015	015688 MIKE'S PRO P8TING	102815		PAINTING STATE POLICE OFFICES	
				VTP-013444	30-00-000-75111	3,000.00
					<b>Total :</b>	<b>3,000.00</b>
161733	10/30/2015	017287 MINAS, LAWRENCE	Ref001324066		UB Refund Cst #00491484	
					60-00-000-20599	25.68
					<b>Total :</b>	<b>25.68</b>
161734	10/30/2015	016256 MITTELMAN, JONATHAN	102215		PER DIEM:MEALS NEMRT FTO	
					01-17-220-72140	75.00
					<b>Total :</b>	<b>75.00</b>
161735	10/30/2015	015761 MOKENA FIRE PROTECTION DIST.	79		UNIT#20 PREV MAINT LABORBRAK	
					01-19-000-72540	3,408.57
			80		UNIT#22 PREV MAINT LABOR,FILTE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161735	10/30/2015	015761 MOKENA FIRE PROTECTION DIST.	(Continued)			
			81		01-19-000-72540 UNIT#31 PREV MAINT LABOR,BATT 01-19-000-72540	576.44  1,987.72
					<b>Total :</b>	<b>5,972.73</b>
161736	10/30/2015	014443 MURPHY & MILLER, INC.	239653		LABOR/REMOVE FLAME RODS & E 01-25-000-72530	381.00
					<b>Total :</b>	<b>381.00</b>
161737	10/30/2015	013007 NASRO	M54460IL		MEMBERSHIP/WM GRABS 01-17-225-72720	40.00
					<b>Total :</b>	<b>40.00</b>
161738	10/30/2015	015723 NICOR	90223493009		ACCT#90-22-34-9300 9 6700 SOUTH 73-67-000-72511	58.66
					<b>Total :</b>	<b>58.66</b>
161739	10/30/2015	006216 NORTH EAST MULTI-REG TRAINING	200776		BELOW 100-INTENSIVE (IN-HOUSE 01-17-220-72140	80.00
					<b>Total :</b>	<b>80.00</b>
161740	10/30/2015	013599 OFFICE DEPOT	799156900001		PAD POST ITS,COPY PAPER,STAPL 01-19-000-73110	74.94
			799157052001		STAMP 01-20-000-73110	19.99
			800237497001		2YR REPL 01-20-000-73110	29.99
					<b>Total :</b>	<b>124.92</b>
161741	10/30/2015	010702 O'MALLEY, JOHN D.	101715		BACKGRD INVEST:JOANNA CURTIS 01-35-000-72446	150.00
			102515		BACKGRD INVEST:RENEE TANNER 60-00-000-72446	150.00
					<b>Total :</b>	<b>300.00</b>
161742	10/30/2015	013096 PACE SYSTEMS, INC.	IN00010422	VTP-013241	PD CAMERAS 01-25-000-72552	10,115.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161742	10/30/2015	013096 013096 PACE SYSTEMS, INC.	(Continued)			<b>Total : 10,115.00</b>
161743	10/30/2015	006475 PARK ACE HARDWARE	049618/1		DRILL BIT 60-00-000-72528	5.58 <b>Total : 5.58</b>
161744	10/30/2015	006598 PERSHA, DARREN	102615		PER DIEM:MEAL & PARKING/PRES( ) 01-17-205-73600	31.00 <b>Total : 31.00</b>
161745	10/30/2015	006780 POMP'S TIRE SERVICE, INC	410316557		TIRES 01-23-000-73560	695.58 <b>Total : 695.58</b>
161746	10/30/2015	006507 POSTMASTER, U. S. POST OFFICE	103015		PERMIT #6 NOV'15 WATER BILLS 60-00-000-72110	2,537.38 <b>Total : 2,537.38</b>
161747	10/30/2015	006517 POWERPHONE, INC	47517		SEMINAR/M.SAMARAS DISASTERS 01-21-210-72140	229.00 <b>Total : 229.00</b>
161748	10/30/2015	006559 PRAXAIR/GAS TECH	54087997		ACETYLENE,PRESSURE 60-00-000-73730 01-24-000-73730 01-23-000-73730	62.22 31.11 62.22 <b>Total : 155.55</b>
161749	10/30/2015	006545 PRECISION CARTRIDGE INC.	1506	VTP-013510	AMMUNITION 01-17-220-73760	3,413.50 <b>Total : 3,413.50</b>
161750	10/30/2015	006855 QUANTUM ENGINEERING	10065		BOLTS 01-24-000-73570	499.00 <b>Total : 499.00</b>
161751	10/30/2015	014412 RAINS, SCOTT	102515		REIM.EXP.YAMBO DOG FOOD 01-17-220-72240	54.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161751	10/30/2015	014412 014412 RAINS, SCOTT	(Continued)			<b>Total : 54.99</b>
161752	10/30/2015	006361 RAY O'HERRON CO. INC	1558699-IN		BUTTON P WREATH	16.00
			1558824-IN		01-17-220-73610 NAVY CARRIER WITH TAILS SOFT F 01-17-220-74618	3,569.48
					<b>Total :</b>	<b>3,585.48</b>
161753	10/30/2015	006922 RUBINO'S ITALIAN IMPORTS	102715		DINNER MTG	72.67
					01-11-000-72220	
					<b>Total :</b>	<b>72.67</b>
161754	10/30/2015	011514 SAFE KIDS	102215	VTP-013533	CERT.FEE/SONNY LONDON & DINA	100.00
					01-17-220-72140	
					<b>Total :</b>	<b>100.00</b>
161755	10/30/2015	007629 SAM'S CLUB DIRECT	0098		TONGS,CUPCAKES/POSTER CONT	40.90
			1524		01-20-000-72220 SNACKS,SALAD,BUNS,BRATS	89.74
			2146		01-21-210-72220 CHAIR,COPY PAPER	199.86
					01-25-000-74110	55.76
			5429		01-19-000-73110 CAKE/CUPCAKE	35.98
					01-17-205-72974	
					<b>Total :</b>	<b>422.24</b>
161756	10/30/2015	015712 SANDENO EAST, INC.	9291		SURFACE	65.00
					60-00-000-73780	65.00
					01-23-000-73780	
					<b>Total :</b>	<b>130.00</b>
161757	10/30/2015	007092 SAUNORIS	483720		SOD	260.00
					01-23-000-73680	
					<b>Total :</b>	<b>260.00</b>
161758	10/30/2015	007621 SCOT DECAL COMPANY INC.	25903		DOG TAGS	320.00
					01-13-000-72310	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161758	10/30/2015	007621 007621 SCOT DECAL COMPANY INC.	(Continued)			<b>Total : 320.00</b>
161759	10/30/2015	017032 SERVICE KING #235 TINLEY PARK	401b66a4		VIN#1FM5K8AR8FGA35215 REPAIR 01-17-205-72540	4,554.16 <b>Total : 4,554.16</b>
161760	10/30/2015	007453 SERVICE SANITATION, INC.	7059588		PORTABLE RESTROOM,HAND SAN 83-00-000-72923	156.00 <b>Total : 156.00</b>
161761	10/30/2015	007641 SOUTH SUBURBAN COLLEGE	16-510-00	VTP-013503	SNOW & ICE CONFERENCE IN OAK 01-23-000-72140	840.00 <b>Total : 840.00</b>
161762	10/30/2015	012238 STAPLES BUSINESS ADVANTAGE	3281388869 3281388872 3281388873 3281388874		FLASH DRIVE 01-17-205-73110 FLASH DRIVE 01-17-205-73110 CHAIRMAT 01-17-205-73110 STAPLES,LEGAL PAD,PENS,PUSH I 01-14-000-73110	35.94 71.40 231.60 34.30 <b>Total : 373.24</b>
161763	10/30/2015	011189 STAPLES CREDIT PLAN	1415602381 1416510821		MEMOREXTRADE 01-21-210-73110 ANTIMICROBIAL,DOOLITTLE 01-21-210-73110	62.97 39.97 <b>Total : 102.94</b>
161764	10/30/2015	015452 STEINER ELECTRIC COMPANY	S005183609.001 S005184729.001 S005187158.001 S005190083.001		FAN & BLOWER MOTOR 01-25-000-72530 SLOT CHNL 10FT 01-25-000-72530 PLASTIC WASHER 01-25-000-72530 CANVAS ZIPPER BAG 01-25-000-73410	136.18 89.90 27.34 40.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161764	10/30/2015	015452 015452 STEINER ELECTRIC COMPANY	(Continued)			<b>Total : 293.88</b>
161765	10/30/2015	007438 SUB TRAILER HITCH, INC.	11116		A FRAME JACK,JACK FOOT/STREE 01-23-000-72530	65.90 <b>Total : 65.90</b>
161766	10/30/2015	016442 SUBURBAN TRUCK PARTS	27446		AIR PRMYRS 01-23-000-72540	19.96 <b>Total : 19.96</b>
161767	10/30/2015	007297 SUTTON FORD INC./FLEET SALES	421312 421500		SHAFT ASY,BEARING ASY,SEAL 01-17-205-72540 MOULDING 01-23-000-72540	272.49 55.17 <b>Total : 327.66</b>
161768	10/30/2015	016957 TIERRA ENVIRONMENTAL	T-15-7001		175TH HARLEM VAC#3 LIFT STATIC 60-00-000-72525	2,850.00 <b>Total : 2,850.00</b>
161769	10/30/2015	017205 TINLEY PARK FIRE DEPT ASSOC.	102815		REIM.EXP.DURBINS SCHELLHORN. 01-19-000-72974	749.65 <b>Total : 749.65</b>
161770	10/30/2015	004490 TINLEY PARK POLICE DEPT.	102715		PETTY CASH/CERT.MAIL,PARKING, 01-17-205-72110 01-17-205-72130 01-17-205-72170 01-17-205-73530 01-17-215-72220	7.45 54.00 46.00 34.75 13.46 <b>Total : 155.66</b>
161771	10/30/2015	001487 TINLEY PARK/NU WAY DISPOSAL	5202817		HWD TSF SWEEPING 01-23-000-72890	480.00 <b>Total : 480.00</b>
161772	10/30/2015	012480 TOTAL ADMINISTRATIVE SERV.CORP	IN634855		FSA-ADMINISTRATION FEES 12/1/1 01-14-000-72449	188.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161772	10/30/2015	012480	012480 TOTAL ADMINISTRATIVE SERV.COR (Continued)			<b>Total : 188.75</b>
161773	10/30/2015	011003	TRANE	11470425R1	BELT 01-25-000-72530	13.22 <b>Total : 13.22</b>
161774	10/30/2015	013200	TRIBUNE PUBLISHING COMPANY	002318120	CLASSIFIED LISTING/GAYNELLE N 01-23-000-72330	510.20 <b>Total : 510.20</b>
161775	10/30/2015	014510	TRUGREEN PROCESSING CENTER	40391495 40701911	LAWN SERVICE 169TH & HARLEM I 01-23-000-72881 LAWN SERV. RETENTION AREA 17 01-23-000-72881	90.00 575.00 <b>Total : 665.00</b>
161776	10/30/2015	011904	UPS	0000626634435	SHIPPER # 626634 60-00-000-72110	4.12 <b>Total : 4.12</b>
161777	10/30/2015	011416	VERIZON WIRELESS	9753909388	ACCT 280481333-00001 11-00-000-72127 01-15-000-72127 01-17-220-72127 01-17-205-72127 01-19-000-72127 01-20-000-72127 01-21-000-72127 01-25-000-72127 01-30-000-72127 60-00-000-72127	38.01 152.04 2,024.70 76.02 357.33 114.03 190.05 38.01 190.05 266.07
				9753909389	ACCT 2804813333-00003 01-15-000-72120 01-12-000-72120 01-14-000-72120 01-17-205-72120 01-19-000-72120	179.40 179.40 1.38 1,558.68 378.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161777	10/30/2015	011416 VERIZON WIRELESS	(Continued)			
					01-20-000-72120	179.86
					01-21-000-72120	122.65
					01-21-210-72120	299.00
					01-23-000-72120	299.69
					01-24-000-72120	101.69
					01-25-000-72120	161.95
					01-30-000-72120	208.80
					01-31-000-72120	69.90
					01-32-000-72120	59.80
					01-42-000-72120	22.92
					01-53-000-72120	11.52
					60-00-000-72120	296.39
					01-23-000-72127	38.01
					01-25-000-72127	38.01
					01-17-205-72127	38.01
			9753911192		285837077-00001	
					01-17-205-72127	1.15
					<b>Total :</b>	<b>7,693.39</b>
161778	10/30/2015	006362 VILLAGE OF OAK LAWN	4358		REGIONAL WATER LOAN INTERES	
					60-00-000-73221	3,338.06
					<b>Total :</b>	<b>3,338.06</b>
161779	10/30/2015	017288 WADE, JAN & ROBERT	Ref001324067		UB Refund Cst #00495407	
					60-00-000-20599	0.80
					<b>Total :</b>	<b>0.80</b>
161780	10/30/2015	008296 WAISHWELL, JESSICA	102715		PER DIEM: LODGING IPSTA 911 CO	
					01-21-210-72140	346.08
					<b>Total :</b>	<b>346.08</b>
161781	10/30/2015	010165 WAREHOUSE DIRECT WORKPL SOLTNE	2856825-0		TOILET TISSUE	
					01-25-000-73580	33.22
					73-67-000-73580	33.22
					73-80-000-73580	33.22

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
161781	10/30/2015	010165	010165 WAREHOUSE DIRECT WORKPL SO	(Continued)		<b>Total : 99.66</b>
161782	10/30/2015	013263	WEST SIDE TRACTOR SALES	S27193	SEAL,WEATHERSTRIP,OIL & AIR FI 60-00-000-72530	636.96
				S27259	OIL,AIR & FUEL FILTERS,FILTER EL 01-23-000-72530	116.30
					<b>Total :</b>	<b>753.26</b>
161783	10/30/2015	011057	WEX BANK	42682916	ACCT#0414-00-849445-2 FUEL 01-17-205-73530	120.76
					<b>Total :</b>	<b>120.76</b>
161784	10/30/2015	008221	WILLE BROTHERS COMPANY	347511	READY MIX CONCRETE,CHLORIDE 60-00-000-73770	605.28
				347539	READY MIX CONCRETE,CHLORIDE 60-00-000-73770	605.28
				627219	STATE MIX & READY MIX CONCRETE 01-25-000-73770	542.50
					<b>Total :</b>	<b>1,753.06</b>
161785	10/30/2015	016903	YAKSICH, GARY	102915	REIM. EXP. WORK BOOTS 01-23-000-73610	142.55
					<b>Total :</b>	<b>142.55</b>
<b>114 Vouchers for bank code : apbank</b>						<b>Bank total : 200,566.79</b>
<b>114 Vouchers in this report</b>						<b>Total vouchers : 200,566.79</b>

Bank code : apbank

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

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

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

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

\_\_\_\_\_ Date

**AGENDA**  
**YOUTH IN GOVERNMENT MEETING OF THE VILLAGE BOARD**  
**OF TINLEY PARK – Kallsen Conference Center**  
**NOVEMBER 3, 2015**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. REPORTS OF YOUTH IN GOVERNMENT MEMBERS

	Village Reps	Student Reps
A. MAYOR	Dave Seaman	Julia Beck - TPHS
B. VILLAGE CLERK	Pat Rea	Hunter Sweeney - LWNHS
C. VILLAGE TRUSTEES 1. BUILDING AND COMPLIANCE 2. BUDGET AUDIT AND ADMIN. 3. FINANCE AND ECONOMIC DEV. 4. PUBLIC SAFETY 5. PLANNING AND ZONING 6. PUBLIC WORKS	Mike Pannitto Bernard Brady Brian Maher T.J. Grady Jacob Vandenberg Brian Younker	Mary O'Brien - TPHS Pat Nolan - TPHS Rebecca Ebeling - LWNHS Olivia Mergenthaler - LWNHS
D. VILLAGE MANAGER	David Niemeyer	Marisa Riccelli - VJAHS
E. ASST. VILLAGE MANAGER - PLANNING & ZONING	Mike Mertens	Sarah Alderson - TPHS
F. ASST. VILLAGE MANAGER - ADMINISTRATION	Steve Tilton	
G. VILLAGE ATTORNEY	Tom Melody	Kaizha King - TPHS
H. DIRECTOR OF ECONOMIC DEVELOPMENT	Ivan Baker	Ryan Murphy - LWNHS
I. DIRECTOR OF PLANNING	Amy Connolly	Abigail Zatkalik - TPHS
J. DIRECTOR OF PUBLIC WORKS	Billy Balling	Casey Weisfuss - TPHS
K. VILLAGE ENGINEER	Jennifer Prinz	RUSS CARANO-VJAHS
L. VILLAGE TREASURER	Brad Bettenhausen	Tommy Laka - VJAHS
M. FIRE CHIEF/DEPUTY FIRE CHIEF	Ken Dunn/Steve Klotz	Abbey Ragan - TPHS
N. POLICE CHIEF	Steve Neubauer	Joe DeNova
O. DIRECTOR OF EMERGENCY MANAGEMENT	Pat Carr/Lisa Kortum	Riley Flynn - VJAHS
P. LIBRARY BOARD	Anthony Andros	

4. CONSIDERATION NUMBER 1

5. CONSIDERATION NUMBER 2

6. CONSIDERATION NUMBER 3

7. RECEIVE COMMENTS FROM THE FLOOR

8. ADJOURNMENT

**RESOLUTION NO. 2015-R-040**

**RESOLUTION APPROVING AN ANNEXATION AGREEMENT WITH GREEN WAVE CAPITAL CORPORATION AND SPEEDWAY EAT, LLC FOR THE DEVELOPMENT OF AN EXPANDED AUTOMOBILE SERVICE STATION AND ANNEXATION OF PROPERTY LOCATED AT 8045 W. 185<sup>TH</sup> STREET**

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

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

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

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

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

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

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

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

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

**ADOPTED** this \_\_\_\_ 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

**DRAFT 10-21-29-15**

**ANNEXATION AGREEMENT – GREEN WAVE CAPITAL  
CORPORATION/SPEEDWAY EAT, LLC**

**INTRODUCTION**

This Annexation Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the VILLAGE OF TINLEY PARK, Illinois, an Illinois municipal corporation (hereinafter referred to as the “Village”), GREEN WAVE CAPITAL CORPORATION, an Illinois Corporation (“Owner”) and SPEEDWAY EAT, LLC, a Delaware limited liability company (“Speedway EAT”).

1. The Property subject to this Agreement and legal title to which is currently vested in Owner (excepting such portion as is dedicated to the public), is legally described in Exhibit A attached hereto and made a part hereof. Said property is hereinafter referred to as the “Subject Property”.

2. PIN 19-09-02-200-014, of which the Subject Property is currently a part, was recently divided by Will County pursuant to a Division Petition filed by Owner with Will County. Only the Subject Property legally described above is being annexed and is subject to this Agreement; the remainder of the current PIN is remaining in Will County.

3. The Subject Property contains approximately 1.51 acres and is contiguous with the Village of Tinley Park.

4. The Village has previously entered into a “Development Agreement – Mark Vandenberg – Tinley Crossings Corporate Center Planned Unit Development” dated February 24, 1998 (the “Original Development Agreement”), relative to development of approximately 165 acres of property located generally in the area of 183<sup>rd</sup> Street and 80<sup>th</sup> Avenue (the “Original Property”).

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5. The Original Development Agreement called for the Original Property to be developed by the then-owner of the entire Original Property for an office/industrial/corporate center, with underlying zoning of M-1 General Manufacturing District – Planned Development, under a planned unit development known as “Tinley Crossings Corporate Center Planned Unit Development” (the “Tinley Crossings PUD”) approved by the Village on February 24, 1998, in Ordinance No. 98-O-007, and as subsequently amended on March 16, 1999 in Ordinance No. 99-O-018.

6. The Original Development Agreement and Tinley Crossings PUD authorized the most easterly 12 acres of the Original Property to be developed with ancillary business services, including, but not limited to “retail convenience (or variety) stores with or without gas pumps.”

7. A portion of the easterly 12 acres was developed as a gas station facility and, pursuant to the First Amendment to the Original Development Agreement, as a car wash (collectively, the existing gas station facility and car wash shall be referred to herein as the “Existing Gas Station Facility”).

8. Speedway EAT, LLC (~~Speedway EAT~~), the current owner of the Existing Gas Station Facility has entered into a purchase agreement to purchase the Subject Property from Owner upon its annexation.

9. The Subject Property is proposed to be annexed into the Village, rezoned, and consolidated with the Existing Gas Station Facility within the Tinley Crossings PUD in order to expand the Existing Gas Station Facility owned by Speedway EAT. Upon annexation, rezoning, consolidation and approval of an amendment to the Tinley Crossings PUD, the Existing Gas Station Facility will be expanded onto the Subject Property. Collectively, the Existing Gas Station Facility and Subject Property shall be referred to herein as the Expanded Gas Station

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Facility. The properties comprising the Expanded Gas Station Facility are legally described in **EXHIBIT A** attached hereto and made a part hereof.

10. A number of terms of this Agreement pertain to the Expanded Gas Station Facility. Improvements to the Expanded Gas Station Facility shall include seven (7) additional fuel dispensers, expansion of the Existing Gas Station Facility canopy onto the Subject Property, additional stormwater detention, new signage, an access driveway to 185<sup>th</sup> Street, landscaping, and other site improvements on the Expanded Gas Station Facility properties, including but not limited to lighting, trash enclosure, outdoor sales display area, and utility relocation.

11. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

**RECITALS:**

1. Owner has petitioned the Village for annexation to the Village of the Subject Property and Speedway EAT has petitioned the Village for rezoning of the Subject Property, approval of a Special Use for a substantial deviation to the Tinley Crossings PUD in order to include the Subject Property within the Tinley Crossings PUD, and approval of a Plat of Consolidation in order to consolidate the Subject Property with the Existing Gas Station Facility and to develop the Expanded Gas Station Facility, inclusive of the Subject Property, in the manner set forth in this Agreement under the M-1 General Manufacturing District – Planned Development provisions of the Tinley Park Zoning Ordinance and the Original Development Agreement, as amended..

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2. The Village, Owner and Speedway EAT wish to enter into a binding agreement with respect to annexation, zoning, plat approval, construction and maintenance of certain private and public improvements, and other related matters, pursuant to the authority and provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 et seq. and 65 ILCS 5/7-1-1 et seq., and in accordance with all other applicable statutes of the State of Illinois and the terms and conditions contained in this Agreement.

3. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be subsequently rezoned, granted a Special Use for a substantial deviation to the Tinley Crossings PUD and approval of a Plat of Subdivision consolidating the Subject Property with the Existing Gas Station property, to allow for the expansion of the Existing Gas Station Facility upon its annexation in order to be developed in the manner as set forth in this Agreement under the M-1 General Manufacturing District – Planned Development provisions of the Tinley Park Zoning Ordinance, the Tinley Crossings PUD, as amended, and the Original Development Agreement, as amended.

4. The Parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the above-described Subject Property and requests by Speedway EAT for the subsequent rezoning of the Subject Property, consolidation, and granting of a substantial deviation to the Tinley Crossings PUD to enable development as herein provided.

5. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, rezoning,

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consolidation and substantial deviation as herein provided, including all public hearings as are necessary to effectuate the plan of development herein set forth. The public hearing on the annexation was held by the Village's Board of Trustees on November 3, 2015.

6. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

- (a) Division of the Subject Property from the remainder of its larger PIN by Will County;
- (b) Adoption and execution of this Agreement by resolution;
- (c) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;
- (d) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classifications of the Subject Property for purposes of zoning and the granting of a substantial deviation to the PUD pursuant to the terms and conditions of this Agreement;
- (e) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

7. The Subject Property is not located within a fire protection district, and there are no roads adjacent to or on the Subject Property under the jurisdiction of a township. The Subject Property is, however, within the Mokena Community Public Library District. Notice of the annexation has been provided to the Trustees of said Library District in the manner required by law.

8. The Parties hereto have determined that it is in the best interests of the Village, Owner and Speedway EAT and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms

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and conditions will constitute an improvement of the tax base of the Village, will implement the Comprehensive Plan of the Village and will provide a valuable asset to the community.

9. Owner and Speedway EAT covenant and agree that they will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their obligations hereunder.

10. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

**SECTION ONE:  
Annexation.**

A. Owner has filed a petition for annexation to the Village of the Subject Property legally described above pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

B. Subject to the provisions of Chapter 65 of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper ordinance cause approval and execution of this Agreement and immediately after adoption and execution of this Agreement cause the Subject Property to be annexed to the Village. A plat of annexation of the Subject Property to be annexed is attached hereto as **EXHIBIT B**. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

C. Upon the execution of this Agreement, Owner and Speedway EAT shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement

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and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

D. The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

**SECTION TWO:**

**Zoning, Plan Approval, Design Standards, and Facility Operational Details.**

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided, and pursuant to requisite notice having been given, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village cause the Subject Property to be rezoned under the Zoning Ordinance of the Village as M-1 General Manufacturing District – Planned Development. The Subject Property is also within the Village’s Urban Design Overlay District. Subject to annexation and any other necessary prerequisites and approvals, the Village shall grant a Special Use for a substantial deviation to the Tinley Crossings PUD and approval of the Plat of Consolidation which shall provide for the expansion of the Existing Gas Station Facility, and certain exceptions to the M-1 General Manufacturing Zoning District and Urban Design Overlay District standards.

B. The Subject Property, upon annexation and consolidation with the Existing Gas Station Facility, shall be developed substantially in accordance with the current site plans appended hereto and incorporated herein as **EXHIBIT C** entitled “Store No. 1413 – Diesel Expansion” prepared by Corporate Design + Development Group, LLC on behalf of Speedway

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EAT, LLC and dated as of 1.19.15, as last revised on 8.27.15 or as may be subsequently amended and approved by the Village.

C. In addition to the remaining provisions of this Agreement, the following provisions shall apply to and govern the development of the Subject Property. To the extent of any conflict between the terms of these provisions and the terms of the Zoning Ordinance of the Village (as amended from time to time), the following provisions will govern such development of the Subject Property during the term of this Agreement:

1. Neither Owner, Speedway EAT, nor any successor in interest to the Subject Property and Existing or Expanded Gas Station Facility properties, shall apply for or otherwise seek a video gaming license from the State of Illinois or provide or otherwise allow video gaming at the Subject Property and/or Existing or Expanded Gas Station Facility. Speedway EAT may request, and the Village shall consider, an amendment to this Agreement should video gaming be approved on similarly situated gas station properties within the Village. ~~In such event, provided Speedway EAT meets all other requirements imposed by the State of Illinois to qualify for the issuance of such video gaming license, the Village shall not unreasonably deny such request.~~

2. Neither Owner, Speedway EAT, nor any successor in interest to the Subject Property shall object to any future taking or request for dedication of additional right-of-way by Will County of a portion of the Subject Property or Existing Gas Station Facility property for the widening of the 80<sup>th</sup> Avenue right-of-way. At the time of any improvements to 80<sup>th</sup> Avenue adjacent to the Expanded Gas Station Facility, either Owner or Speedway EAT, as applicable, shall provide the necessary dedication and temporary easement for construction of such improvements. The Parties acknowledge that neither Owner nor Speedway EAT are in any way,

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through the covenants made in this subsection, waiving their rights to just compensation relative to any taking or dedication.

**SECTION THREE:  
Contributions.**

A. Upon the issuance of each building permit, Speedway EAT shall make the following contributions, which are payable to the Village on behalf of the following:

Water Construction Fund	\$ 300
Sewer Construction Fund	\$ 100
Tinley Park Fire Department	\$ 100
E.S.D.A. Siren System	\$ 15

B. The contributions, easements and dedications required hereunder and in other provisions of this Agreement shall be the only contributions, easements and dedications required of Owner and/or Speedway EAT hereunder in relation to the development of the Expanded Gas Station Facility, provided, however, that all fees provided for in the codes and ordinances of the Village shall be required to be paid at the time such fees are otherwise required to be paid under the applicable ordinance provisions, including but not limited to fees pertaining to building permits, plat approval, engineering review and inspections, water and sewer connection fees, other inspection fees, certificates of occupancy and zoning permits, and reimbursement of Village expenses.

**SECTION FOUR:  
Utility Recaptures and Contributions.**

A. In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized sewer, water, central retention ponds, and other

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utilities or public improvements beyond their territory to serve other territories, and particularly, the Subject Property, and the policy of providing recapture for the construction of future central retention ponds, Speedway EAT shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing such utilities or public improvements, or for future public improvements, to serve the Subject Property in accordance with and limited to the schedule set forth below.

1. The following recaptures, which include all interest, shall be paid upon passage and approval and execution of this Agreement:

<u>Recaptures</u>	<u>Total Amount Due*</u>
Trunk Sanitary Sewer (\$2,670.00 per acre)	\$ 5,313.30
Trunk Sanitary Sewer, Phase 2 (\$280.00 per acre)	\$ 557.20
24" Water Main(\$62.50 per foot-80 <sup>th</sup> Ave)	\$21,875.00
<u>Peripheral Roads (\$65.00 per foot-80<sup>th</sup> Ave)</u>	<u>\$22,750.00</u>
<b>TOTAL</b>	<b>\$50,495.50</b>

**SECTION FIVE:**

**Storm Water Retention/Detention and Storm Sewers.**

Storm Water runoff emanating from the Subject Property as well as the increase for the Existing Gas Station Facility property as required by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Management Ordinance (WMO) shall be retained or detained in an onsite detention facility. Speedway EAT acknowledges that an MWRDGC WMO permit shall be required relative to development of the Subject Property and agrees to submit appropriate documentation required for issuance of such permit, and to follow any conditions included in such permit.

To the extent practical, Speedway EAT shall accommodate the improvements on 80<sup>th</sup> Avenue as approved by the Will County Highway Department such that the appropriate roadway

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drainage can be diverted into the onsite detention pond and allow the ditch along the frontage of the entire Expanded Gas Station Facility property to be eliminated in order to facilitate the construction or reconstruction of a public sidewalk.

**SECTION SIX:  
Streets and Sidewalks.**

A. The Owner and/or Speedway EAT shall dedicate a 40' by 188.07' portion of property along the southern boundary of the Subject Property for 185<sup>th</sup> Street right-of-way. No other street dedications are required at this time, but additional dedications may be required to accommodate the improvements to 80<sup>th</sup> Avenue as referenced in Section Two.C.2.

B. Speedway EAT shall provide vehicular, pedestrian and emergency vehicle access to the Expanded Gas Station Facility by an access drive from 185<sup>th</sup> Street in accordance with **EXHIBIT C**, as may be subsequently amended and approved by the Village

C. Speedway EAT shall be responsible for keeping 80<sup>th</sup> Avenue and 185<sup>th</sup> Street free from mud, construction debris and for repair of damages to the street during construction activity on the Expanded Gas Station Facility. Such streets must be cleaned at least once a week, and more often if required by the Village in its sole judgment. For each day that the public streets are not cleaned or repaired as required hereunder during or due to construction following written notice and a seven (7) day cure period following service of such notice, Speedway EAT shall be subject to a fine of \$250.00 for each day that such failure to clean or repair continues. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

D. ~~A cash-in lieu payment in the amount of Seven Thousand Nine Hundred Eighty and 00/100ths dollars (\$7,980.00) shall be paid by Speedway EAT to the Village in lieu of~~

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~~constructing~~Speedway EAT shall ~~construct~~ 6' public sidewalks along the entire 80<sup>th</sup> Avenue and 185<sup>th</sup> frontage of the subject parcel. ~~Completion of such sidewalks is required prior to the issuance of a certificate of occupancy for the Expanded Gas Station Facility. Such payments are required prior to the issuance of a building permit. Such~~ Sidewalks, if any, must meet all crosswalk requirements and must comply with the Americans with Disabilities Act (ADA). ~~Should such sidewalks or any portion thereof be removed subsequent to the issuance of a certificate of occupancy for the Expanded Gas Station Facility as part of the 80<sup>th</sup> Avenue widening project or other road construction, reconstruction or public improvement project, they shall be replaced as part of such project at the Village's sole cost and expense.~~

Formatted: Superscript

**SECTION SEVEN:  
Water Supply.**

No new watermains are anticipated to be necessary or constructed as part of the development.

**SECTION EIGHT:  
Sanitary Sewers.**

No new sanitary sewers are anticipated to be necessary or constructed as part of the development. The existing building on the Existing Gas Station Facility property is not being expanded.

**SECTION NINE:  
Easements.**

A. In addition to any other easements required by this Agreement, the Owner and/or Speedway EAT agrees at the time of approval of the Plat of Consolidation, or earlier if requested by the Village and if necessary to serve the Subject Property, to grant to the Village, and/or

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obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, or for other improvements which may serve the Subject Property.

B. Owner and/or Speedway EAT shall grant a blanket easement (or easement over a defined area acceptable to the Village Engineer) to the Village to have access to and the right, but not the duty, to maintain any storm water management facilities located on the Subject Property for storm water management purposes, even though Speedway EAT is required to maintain such facilities for such purposes. Owner and/or Speedway EAT shall record an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of said storm water management facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, after 30 days' notice to Speedway EAT and the right to cure unless an emergency exists requiring more immediate action, to go in and perform such maintenance work if necessary and to charge Speedway EAT, or any subsequent individual property owners for the costs for the same, including the right to record a lien against the Subject Property if such costs are not paid. Notwithstanding the foregoing, any such easements need not be by separate grant but instead may, in the discretion of Speedway EAT, be placed on the final Plat of Consolidation for the Subject Property and property containing the Existing Gas Facility, as approved by the Village Engineer.

C. The Owner and/or Speedway EAT shall grant an appropriate easement for cross-access and ingress and egress to and from the Expanded Gas Station Facility and between the Subject Property and property being retained by Owner to the west.

D. Owner shall, by a document separately recorded, grant at the time of conveyance of the Subject Property to Speedway EAT, an appropriate cross access easement along the

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eastern boundary of the property it is retaining and adjacent to the western boundary of the Subject Property. This easement shall provide cross access between the Subject Property and the property being retained by Owner to the west.

E. The existing 7.5 foot easement for public utility & drainage recorded in Document #98-122885 at the south end of the Existing Gas Station property along the current boundary between the Subject Property and Existing Gas Station property, shall be vacated by the Village and all other grantees once it is ascertained between the Village and Speedway EAT that said easement is no longer necessary. Said vacation may be done by separate document or plat subsequent to the execution of this Agreement and approvals and plats approved contemporaneously to this Agreement. An additional public utility and drainage easement along the west boundary and across the Subject Property shall be required in order to provide continuity to the existing 7.5 foot easement.

F. All easements, other than the cross-access easements described in this Section, shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of Speedway EAT to obtain all off-site easements necessary to serve the Subject Property; provided, however, the Village agrees to assist, to the extent possible, Speedway EAT in obtaining any such required (if any) off-site easements.

**SECTION TEN:  
Developmental Codes and Ordinances and General Matters.**

Except as otherwise expressly provided for herein, the development of the Subject Property and Existing Gas Station Facility property shall be in accordance with the existing building, zoning, subdivision, storm water management and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development is

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issued. Planning and engineering designs and standards, and construction of improvements shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time.

No occupancy permit shall be issued for the Expanded Gas Station Facility prior to the completion and acceptance by the Village of the required public sidewalk improvements. Provided, however, the construction and installation of the public and private improvements to be constructed by Speedway EAT may be commenced at any time after Developer has delivered to Village an irrevocable letter of credit (the "Letter of Credit"), in the form customarily used by the Village and from a financial institution approved by the Village in the amount of 125% of the Developer's Engineer's estimate of the cost of construction and installation of all such public sidewalk improvements as approved by the Village Engineer, or 110% of actual construction contract costs as approved by the Village Engineer. Said Letter of Credit may be drawn on by the Village in the event such construction and installation is not satisfactorily completed and approved by the Village, as provided herein and in said Letter of Credit.

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**SECTION ELEVEN:  
Utilities.**

All utility service lines, including electricity, telephone, cable television and gas lines, extending from right-of-way utility transmission lines onto the Expanded Gas Station Facility properties shall be buried. The location of the buried utility service lines shall be at Speedway EAT's option. All utility transmission lines in adjacent right-of-way shall be buried at such time as the Village requires burial of utility lines in conjunction with the anticipated 80<sup>th</sup> Avenue widening project or other road improvement project. At the time of such requirement, Speedway

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EAT agrees to pay its share of utility transmission burial costs per the Village's Subdivision Regulations.

**SECTION TWELVE:  
Impact Requirements.**

Owner and Speedway EAT agree that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents and businesses access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, fire protection, and emergency services. Owner and Speedway EAT further agree that the recaptures, contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

**SECTION THIRTEEN:  
Disconnection.**

Owner, Speedway EAT, and all subsequent owners and any subsequent Speedway EATs, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

**SECTION FOURTEEN:  
Subordination of Mortgage(s).**

In the event there are any existing mortgages or other liens of record against the Subject Property, Owner and/or Speedway EAT shall obtain by appropriate document(s) a subordination of rights of such mortgagee and/or lienholder to the terms of this Agreement.

**SECTION FIFTEEN;  
Binding Effect and Term and Covenants Running with the Land.**

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This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property and Existing Gas Station Facility property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment. This Agreement may be terminated prior to the twenty (20) years by mutual agreement of the Parties.

Notwithstanding the foregoing, the term of this Agreement as to Owner shall terminate upon conveyance of the Subject Property by Owner to Speedway EAT. Upon such conveyance Owner shall have no further obligations under the Agreement. Owner's obligations as to the various easements specified in Section 9, to the extent they have not been satisfied prior to the termination, shall survive termination.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land, and any amendment to this Agreement formally approved and executed by all parties hereto (or any successors) shall constitute a modification of such covenants to the extent of the express terms of any such amendment. Village agrees, at the request and cost of Owner and/or Speedway EAT, to give an estoppel letter requested by a lender or purchaser regarding Owner and/or Speedway EAT's compliance with all obligations, including monetary obligations, hereunder.

**SECTION SIXTEEN:  
Notices.**

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Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return-receipt requested, as follows:

For the Village:

1. Village President  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477
2. Village Clerk  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477
3. Village Manager  
Village Hall  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477
4. Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Michael A. Marrs

For Owner:

1. Green Wave Capital Corporation  
8410 183<sup>rd</sup> Place  
Tinley Park, IL 60487  
Attention: Christopher J. Vandenberg

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For Speedway EAT

1. Speedway EAT LLC  
1099 Hingham Street, Suite 110  
Rockland, MA 02370

With a copy to:

Speedway LLC

c/o Real Estate Department, Room 1604  
539 South Main Street  
Findlay, OH 45840  
ATTN: Real Estate Manager

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

**SECTION SEVENTEEN:**

**Signage.**

Speedway EAT shall, prior to obtaining an occupancy permit for the Subject Property/Expanded Gas Station Facility, bring all signage on the Subject Property and Existing Gas Station Facility into compliance with Village Sign Ordinance requirements except as otherwise authorized by the Village as part of the Special Use for a substantial deviation to the Tinley Crossings PUD and **EXHIBIT C** attached hereto, or by other official action.

**SECTION EIGHTEEN:**

**Landscaping.**

The Expanded Gas Station Facility, inclusive of the Subject Property and the Existing Gas Station Facility shall be landscaped by Speedway EAT at its expense in full compliance with the approved Landscape Plan in **EXHIBIT D** attached hereto, as may be subsequently amended and approved by the Village, and hereby made a part hereof. Thereafter Speedway EAT shall maintain such landscaping in order for it to remain in full compliance with the original landscape plan. Failure to do so by Speedway EAT shall result in Speedway EAT being subject to such fines and other legal remedies provided for in the Village's ordinances including code compliance and property maintenance provisions of said ordinances.

**SECTION NINETEEN:**

**Permits; Dirt Stock Piles.**

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Speedway EAT shall not be entitled to obtain any building permits until the proper Letter of Credit or cash deposit relative to the required sidewalk improvements, as required in Section 10, has been made to the Village in accordance with the Subdivision and Development Regulations Ordinance of the Village, ~~if so required by such Regulations Ordinance.~~

Speedway EAT agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods approved by the Village. In addition, the Village, after providing Speedway EAT with 30 days advance written notice and right to cure, shall have the right to relocate or remove any dirt stock pile which results from the development should any such pile not be placed in an approved location or if the pile is causing a storm water drainage problem, or if it remains beyond the time period specified by the Village. In such event, Speedway EAT shall immediately reimburse the Village for all costs and expenses incurred by the Village relative to such relocation or removal.

**SECTION TWENTY:  
Remedies**

The Village, Owner and Speedway EAT, and their respective successors and assigns, covenant and agree that in the event of a default in regard to any of the terms, provisions or conditions of this Agreement by any Party, or their respective successors or assigns, which default exists uncorrected for a period of ten (10) days after written notice to the defaulting Party, the Party seeking to enforce said provision shall have the right of specific performance and if said Party prevails in a court of law, it shall be entitled to specific performance. It is further expressly agreed by and between the Parties hereto that the remedy of specific performance

herein given shall not be the exclusive remedy afforded by law to the Parties, or their respective successors and assigns.

**SECTION TWENTY-ONE:**  
**Reimbursement of Village for Legal and Other Fees and Expenses.**

**A. To Effective Date of Agreement.**

Owner and/or Speedway EAT, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the fees and costs incurred by the Village for engineering services; and
- (2) all attorneys' fees and costs incurred by the Village;
- (3) all landscape architect fees and costs incurred by the Village; and
- (4) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

**B. From and After Effective Date of Agreement.**

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its Manager, Owner and/or Speedway EAT from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Parties upon their request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Parties at their option from additional documents relevant to determining such costs and expenses as designated from time to time by Owner and/or Speedway EAT.

Notwithstanding the immediately preceding paragraph, Owner and/or Speedway EAT shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any of the Parties which relate to the terms of this Agreement, then, in that event, Owner and/or Speedway EAT, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner and/or Speedway EAT shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between the Village and the Owner and/or Speedway EAT, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and/or Speedway EAT shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due

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for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against the Owner and/or Speedway EAT for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Speedway EAT all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner and/or Speedway EAT may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Speedway EAT.

**SECTION TWENTY--TWO:**  
**Warranties and Representations.**

The Owner and Speedway EAT represent and warrant to the Village as follows:

1. That the Owner is the sole legal title holder and owner of record of the Subject Property at the time of execution of this Agreement.
2. That Speedway EAT shall become the legal title holder and the owner of record of the Subject Property following execution of this Agreement.
3. That Speedway EAT proposes to develop the Expanded Gas Station Facility, inclusive of the Subject Property, in the manner contemplated under this Agreement and in conformance with **EXHIBIT C**, as may be subsequently amended and approved by the Village
4. Other than the Owner and Speedway EAT, no other entity or person has any interest in the Subject Property or its development as herein proposed.

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5. That Speedway EAT has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

**SECTION TWENTY-THREE:  
Continuity of Obligations.**

Notwithstanding any provision of this Agreement to the contrary, Speedway EAT shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Speedway EAT by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Speedway EAT from any or all of such obligations.

**SECTION TWENTY-FOUR:  
Speedway EAT's Risk.**

It is understood and agreed that Speedway EAT is an experienced developer and is proceeding with the development of the Subject Property at its sole risk and is assuming all responsibility and liability in connection therewith. Even though the Village may issue certain permits and make certain plan reviews and inspections, Speedway EAT agrees that Village is in no way assuming any liability or risk in connection with the development including, but not limited to, any structural defects caused either directly or indirectly and in whole or in part by the condition of the soils on the Subject Property. Speedway EAT is relying solely on its own due diligence, including engineering studies and reviews, soil borings (including the adequacy of the number of such borings and their locations) and their experience in developing multiple such facilities in other locations. Speedway EAT does hereby waive any rights or claims it may have against the Village in relation to the development (including but not limited to any future sinking

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of the structures on the Subject Property) and Speedway EAT does hereby covenant not to sue the Village for any such possible claims or damages resulting therefrom.

**SECTION TWENTY-FIVE:  
No Waiver or Relinquishment of Right to Enforce Agreement.**

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**SECTION TWENTY-SIX:  
Venue.**

The Parties hereto agree that for purposes of any lawsuits(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in Will County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**SECTION TWENTY-SEVEN:  
Village Approval or Direction.**

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

**SECTION TWENTY-EIGHT:  
Singular and Plural.**

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

**SECTION TWENTY-NINE:**

**Section Headings and Subheadings.**

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

**SECTION THIRTY:**

**Recording.**

This Agreement, or a Memorandum of this Agreement, and any amendment thereto shall be recorded by the Village at the expense of Speedway EAT.

**SECTION THIRTY-ONE:**

**Authorization to Execute.**

Owner and Speedway EAT and the officers and members of Owner and Speedway EAT executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said entities. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Owner, Speedway EAT and the Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

**SECTION THIRTY-TWO:**

**Amendment.**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no

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subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

**SECTION THIRTY-THREE:  
Counterparts.**

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

**SECTION THIRTY-FOUR:  
Curing Default.**

The parties to this Agreement shall at all times have a right to cure any default hereunder (which does not already contain an enumerated cure period) within thirty (30) days from written notice of such default.

**SECTION THIRTY-FIVE:  
Conflict Between the Text and Exhibits.**

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

**SECTION THIRTY-SIX:  
Severability.**

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

**SECTION THIRTY-SEVEN:  
Definition of Village.**

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When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

**SECTION THIRTY-EIGHT:  
Assignments as to Development of the Subject Property.**

As to its obligations and the provisions set forth herein relating to the development of the Subject Property, Speedway EAT shall not assign this Agreement (an "Assignment") to any person or entity without the prior written consent of the Village, said consent not to be unreasonably withheld; provided, however, that Speedway EAT may, without the requirement of any approval or consent by the Village, assign this Agreement and any rights to payment hereunder to a party which is a trustee or nominee for, or a parent or subsidiary of, or has common ownership with, Speedway EAT. However, any such Assignment that is not subject to the prior consent of the Village may be made only after Speedway EAT gives the Village written notice thereof. No such Assignment shall be effective, even if consented to by the Village, unless and until the Assignee acknowledges in writing to the Village that the obligations of the Village to Speedway EAT or any Assignee hereunder are contingent upon certain conditions, covenants and/or the performance of certain obligations on the part of Speedway EAT which such Assignee is willing to assume. Notwithstanding any such Assignment and/or assumption of responsibility, Speedway EAT shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

**SECTION THIRTY-NINE:  
Execution of Agreement.**

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

**DRAFT 10-2429-15**

ATTEST:

VILLAGE OF TINLEY PARK, an  
Illinois municipal corporation

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

ATTEST:

GREEN WAVE CAPITAL  
CORPORATION, an Illinois corporation

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

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

ATTEST:

SPEEDWAY LLC, a Delaware limited  
liability company

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

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



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STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_,  
respectively the \_\_\_\_\_ and \_\_\_\_\_ of SPEEDWAY LLC, a  
Delaware limited liability company, are personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_, and that they appeared before me this day in person and acknowledged  
that they signed and delivered the said instrument as their own free and voluntary act, and as the  
free and voluntary act of said limited liability company for the uses and purposes therein set  
forth.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David J. Seaman, personally known to me to be the President of the Village of Tinley Park, and Patrick Rea, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Commission expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTIONS**

**THE SUBJECT PROPERTY (PROPERTY BEING ANNEXED):**

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**P.I.N.:** Part of 19-09-02-200-014 (unsubdivided)

**Commonly Known As:** Property at the Northwest corner of the intersection of 185<sup>th</sup> Street and 80<sup>th</sup> Avenue, which property consists of approximately 1.511 acres in unincorporated Frankfort Township, Will County, Illinois,

**THE EXISTING GAS STATION FACILITY PARCELS. THESE PARCELS ARE ALREADY WITHIN THE CORPORATE LIMITS OF THE VILLAGE BUT ARE IMPACTED BY AND SUBJECT TO A NUMBER OF TERMS IN THIS AGREEMENT:**

**PARCEL 1:**

THE EAST 264.29 FEET OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885, IN WILL COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137.

**P.I.N.s:** 19-09-02-205-019, 19-09-02-205-026

**PROPERTY ADDRESS:** 18460 S. 80<sup>th</sup> Avenue

**COLLECTIVELY, THE SUBJECT PROPERTY AND THE EXISTING GAS STATION FACILITIES COMPRISE THE EXPANDED GAS STATION FACILITY PROPERTY.**

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**EXHIBIT B**  
**PLAT OF ANNEXATION**  
**(ATTACHED)**

DRAFT 10-2129-15

EXHIBIT C

SITE PLANS FOR THE EXPANDED GAS STATION FACILITY

(ATTACHED)

DRAFT 10-2129-15

EXHIBIT D

LANDSCAPE PLAN  
(ATTACHED)



## **MINUTES OF THE PLAN COMMISSION**

### **VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

**SEPTEMBER 3, 2015**

The regular meeting of the Plan Commission was held in the Council Chambers of Village Hall on September 3, 2015 at 7:32 p.m.

#### **ROLL CALL**

Plan Commissioners:	Jeff Ficarò Bob McClellan Maureen McLeod Mark Moylan Art Pierce Bill Reidy Rita Walker, Chairman
Absent Plan Commissioner(s):	Tom Mahoney
Village Officials and Staff:	Amy Connolly, Planning Director Paula Wallrich, Deputy Planning Director Stephanie Kisler, Planner Debra Kotas, Commission Secretary

#### **CALL TO ORDER**

Plan Commission Chairman Walker called to the meeting to order at 7:35 p.m.

#### **APPROVAL OF MINUTES**

Minutes of the August 20, 2015 Plan Commission Meeting were presented for approval. A motion was made by COMMISSIONER FICARO seconded by COMMISSIONER MOYLAN to approve the Minutes as presented.

THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

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

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

**SUBJECT: MINUTES OF THE SEPTEMBER 3, 2015 MEETING**

**ITEM #3: PUBLIC HEARING  
SPEEDWAY – 18460 80<sup>TH</sup> AVENUE & 8045 185<sup>TH</sup> STREET – REZONING, PLAT OF  
CONSOLIDATION, AND SPECIAL USE PERMIT FOR A SUBSTANTIAL DEVIATION  
FROM THE TINLEY CROSSINGS CORPORATE CENTER PLANNED UNIT  
DEVELOPMENT WITH EXCEPTIONS AND SITE PLAN APPROVAL**

Consider recommending that the Village Board approve a proposal from Melanie Foss, on behalf of Speedway at 18640 S. 80<sup>th</sup> Avenue, for the following:

1. Rezoning (Map Amendment) upon annexation of a 1.51 acre property located at 8045 185<sup>th</sup> Street from R-1 Single Family Residential Zoning District to M-1 General Manufacturing Zoning District within the Tinley Crossings Corporate Center Planned Unit Development;
2. Approval of a Plat of Consolidation for the three (3) parcels that comprise the Speedway gas station and car wash;
3. A Special Use Permit for a Substantial Deviation to the existing Tinley Crossings Corporate Center Planned Unit Development (PUD) with exceptions for the regulations of the M-1 Zoning District and the Urban Design Overlay District regarding lot area, lot depth, and front yard setback requirements; and,
4. Site Plan Approval for the expansion of the existing Speedway gas station and related site improvements.

Present were the following:

Plan Commissioners: Jeff Ficarò  
Bob McClellan  
Maureen McLeod  
Mark Moylan  
Art Pierce  
Bill Reidy  
Rita Walker, Chairman

Absent Plan Commissioner(s): Tom Mahoney

Village Officials and Staff: Amy Connolly, Planning Director  
Paula Wallrich, Deputy Planning Director  
Stephanie Kisler, Planner  
Debra Kotas, Commission Secretary

Guest(s): Chris Kalischefski, Corporate Design Development  
Robert Schroeder, Speedway Real Estate

CHAIRMAN WALKER opened the Public Hearing at 8:18 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.

CHRIS KALISCHEFSKI, Design Architect representing Speedway, reported a workshop was held with Staff and believes all major issues have been resolved. He presented a brief slide show including aerial photographs of the existing site. He stated Speedway is seeking approval to increase the number of dispensers, enlarge the canopy over the fuel dispensers, relocate signage, remove the ground mounted sign adjacent to the C-store and install new storm drainage and landscaping. He stated this will modernize the facility resulting unimproved circulation for the 3,300 sq. ft. C-store and car wash. He reviewed the Plat of Annexation and Plat of Subdivision that includes the 3 parcels into 1 single parcel and the agreed upon cross easement on the southern parcel.

Per suggestions from the workshop, MR. KALISCHEFSKI reported they have agreed to provide the amount of trees required with the majority of trees providing screening of the ambulance parking lot with the remainder of trees sprinkled around the site. He reported the trash enclosure will now be relocated from the front of the building to the south side of the car wash and will be constructed of masonry to match the building with a sidewalk to the C-store. He added there will be a clearly defined 15'x32' outdoor display area. He noted a bike rack has also been added to the site. In conclusion, he commented by creating the driveway on 185<sup>th</sup> Street, there is now a safer traffic flow with 4 points of access on the site.

COMMISSIONER FICARO thanked MR. KALISCHEFSKI for addressing the open items from the work session. He stated he was pleased with the distribution of trees, relocation of the trash enclosure, removal of third sign, addition of bike rack, sidewalks and a defined outdoor storage area next to the car wash and away from the street.

COMMISSIONER MCCLELLAN reported he was unable to attend the workshop, however, complimented efforts by COMMISSIONER FICARO and Staff. He inquired about a sales tax from the sale of gasoline. AMY CONNOLLY, Planning Director, reported sales tax is generated along with a motor fuel tax.

COMMISSIONER PIERCE stated he liked the project. He inquired about the propane tank near the car wash. MR. KALISCHEFSKI reported this was removed.

COMMISSIONER MOYLAN inquired about truck parking. MR. KALISCHEFSKI reported that due to the tight turning radius on the site, this is not an attractive site for semi-trucks, however, most of the truck patrons are box trucks.

COMMISSIONER MCCLELLAN inquired about Speedway's recent application for video gaming at this location. ROBERT SCHROEDER, representing Speedway Real Estate Division, reported speaking with Speedway's Director of Operations, Cheryl Jones, who supports the withdrawal of the application for a video gaming license.

For inclusion into the record, CHAIRMAN WALKER read the following email received from TOM O'BRIEN to Village Staff:

"Pat, It was nice speaking with you today. Per our discussion, I am voicing my complaint and concern with the proposed zoning change for the Speedway on 80<sup>th</sup> Avenue. They simply want to add pumps in order to acquire a video gaming license from the IL Gaming Board. They have already applied to the IG as a truck stop candidate, which would entitle them to video gaming 24/7. They currently do not meet the definition of a truck stop because they do not have separate diesel truck islands. There are plenty of locations in the area for trucks to fuel up, including Speedway at 183<sup>rd</sup> & Harlem. We do not need a 24-hour gaming location in Tinley Park. Former Mayor Zabrocki recently vehemently opposed the licensing of a Lenny's Food n Fuel in Will County near the Tinley border, and I see no reason to allow this. Ask Speedway if they will be interested in waiving their right to video gaming at that location for a period of 30 years and see what their response is. I think that I've made my point. I don't want to go on too long. Thank you for your time. Good luck tonight."

PAULA WALLRICH, Deputy Planning Director, presented the Staff Report. MS. WALLRICH confirmed the Petitioner will be rescinding their application for video gaming and agreed not to make a future application. She added that the attorneys will include this as part of the annexation agreement.

MS. WALLRICH reiterated the items from the workshop noted by COMMISSIONER FICARO including:

1. Designated outdoor sales area pad with a height limitation of stacked product to 4';
2. Relocation of trash enclosure with additional landscape;
3. Removal of third ground mounted sign that will allow for extra parking;
4. Sidewalk from public walk along 80<sup>th</sup> Avenue to the C-store and bike rack; and
5. Elimination of any electronic message board which allows them to have temporary signage.

In conclusion, MS. WALLRICH summarized the outstanding items:

1. Petitioner has complied with temporary outdoor sales area;
2. Consider approval of site deficiencies as exceptions to the M-1 and Urban Overlay District as part of the Special Use;
3. Internal sidewalk and bike rack provided, however, Petitioner will provide cash in lieu of for sidewalk along 80<sup>th</sup> Avenue;
4. Cross access easement included on plat;
5. No final sign plan, however, all signage issues have been agreed to;
6. Final Landscape Plan not yet received.

COMMISSIONER MCCLELLAN reviewed and stated he supports the Findings of Fact relative to the Special Use as submitted by the Petitioner and Staff included in the Staff Report:

- 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.

No discussion.

- 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.

No discussion.

- 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.

No discussion.

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

No discussion.

- 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.

No discussion.

- 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 exceptions will be:

- Lot area minimum for the M-1 District (3.84 acres, provided; 5 acres required)
- Lot depth minimum for the M-1 District (180' provided; 200' required)
- Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum)

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

No discussion.

COMMISSIONER FICARO reviewed the Findings of Fact regarding Rezoning as submitted by the Petitioner included in the Staff Report:

1. The proposed zoning is consistent with the existing uses in the area.

The subject property is part of the 165 acre Tinley Crossings Corporate Center PUD adopted in 1998.

2. The proposed zoning is compatible with present zoning in the area.

The property to the north is in the M-1 PUD. The property immediately to the south is unincorporated Will County with M-1 PUD surrounding the County parcel to the west and south.

3. The existing zoning is not suitable for the property or its surrounding area.  
No discussion.

4. The proposed zoning is consistent with the trend of development in the area.

The development is part of the 12 acres planned for commercial development within the approved PUD. Future widening of 80<sup>th</sup> Avenue is planned.

5. There is a need for the proposed zoning.

The Petitioner has requested the proposed zoning as part of the planned expansion of an existing use (gas station). The approval of the requested zoning will allow for the redevelopment on the existing parcel as an extension of an existing use.

Prior to the motion being made for Special Use, COMMISSIONER PIERCE expressed concerns regarding the Plan Commission placing conditions regarding video gaming. CHAIRMAN WALKER stated it is within the authority of the Plan Commission to add conditions that may be objectionable to surrounding properties. MS. WALLRICH concurred the Plan Commission has authority to place these conditions if considered an impact on the special use being granting adding the Village Attorney recommends this as part of the Motion.

There being no further questions from Commissioners, Objectors or Interested Parties, COMMISSIONER FICARO made a motion to grant Site Plan Approval for the proposed expansion of the Speedway Gas Station at 18460 80th Avenue.

Additionally, we recommend that the Village Board grant the Applicant, Melanie Foss, on behalf of Speedway, a Rezoning (Map Amendment) from R-1 Single-Family Residential to M-1 General Manufacturing to allow for the expansion of the fueling canopy for the existing Speedway Gas Station located at 18460 80th Avenue. Findings of Fact

submitted by Village Staff, as amended by the Plan Commission are submitted as part of the record for this meeting.

The Plan Commission further recommends to the Village Board the approval of the Plat of Consolidation for the three (3) parcels that comprise the Speedway Gas Station and Car Wash conditioned upon final engineering approval.

The Plan Commission further recommends to the Village Board the granting to the Applicant, Melanie Foss, on behalf of Speedway, a Special Use for a Substantial Deviation from the approved Tinley Crossings Corporate Center Planned Unit Development with exceptions from the Village Zoning Ordinance as noted below, and adopt Findings of Fact submitted by the Applicant and Staff.

Exceptions to the Zoning Ordinance requirements within this PUD include:

1. Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required);
2. Lot depth minimum for the M-1 District (180' provided; 200' required); and,
3. Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum).

The Plan Commission recommends the Special Use for a Substantial Deviation be approved with the following conditions, which must be satisfied prior to issuance of a Certificate of Occupancy:

1. Final Landscape Plan Approval;
2. Final Sign Plan Approval;
3. Withdrawal of State Gaming License for Video Gaming by Speedway, LLC, for this location; and,
4. No future application for video gaming by Speedway for this location.

All the foregoing approvals are subject to the precondition of annexation by the Village of the 8405 185<sup>th</sup> Street parcel (Parcel 1).

The Motion was seconded by COMMISSIONER MCCLELLAN.

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

ABSENT: Plan Commissioner Tom Mahoney

NAY: None

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

A motion was made by COMMISSIONER FICARO, seconded by COMMISSIONER PIERCE to close the Public Hearing at 8:52 p.m. THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

**PLEASE TYPE OR PRINT LEGIBLY**

**PETITION FOR DIVISION AND/OR CONSOLIDATION OF PROPERTY SUBMITTED IN THE YEAR 2015  
TO THE MAPPING & PLATTING DEPARTMENT OF WILL COUNTY:**

The petitioner(s), having a property interest in the hereinafter described property, respectfully request and hereby authorize you as arbitrator to cause said property to be listed as (2) separate tract(s) on your assessment rolls starting for the taxable Levy year of 2016, Payable in 2017.

Attached hereto and made a part hereof, is a schedule setting forth an exact legal description of the property to be divided or consolidated and of each of said tracts to be listed which is the same as appears by Plat(s) or Deed(s) dated: 09/24/2012, and filed for record in the office of the Recorder of Deeds, County of Will Illinois, as document number(s) #R2012106054.

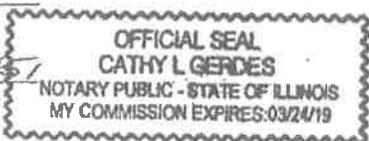
Subscribed and sworn to before me this

1st Day of October, 2015

Cathy Gerdes

Notary Public Signature

721 Wagon Dr.  
New Lenox, IL 60451  
Notary's Address



Name and Address for New Parcels

TRACT # 1

Name: Green Wave Capital Corporation

Mailing Address: 8410 W. 183rd Place

City: Tinley Park State: IL Zip: 60487

Owner Phone #: (708) 642-8276

Property Address: \_\_\_\_\_

Matt Ackerman

Person to contact in case of problem/error

TRACT # 2

Name: Green Wave Capital Corporation

Mailing Address: 8410 W. 183rd Place

City: Tinley Park State: IL Zip: 60487

Owner Phone #: (708) 642-8276

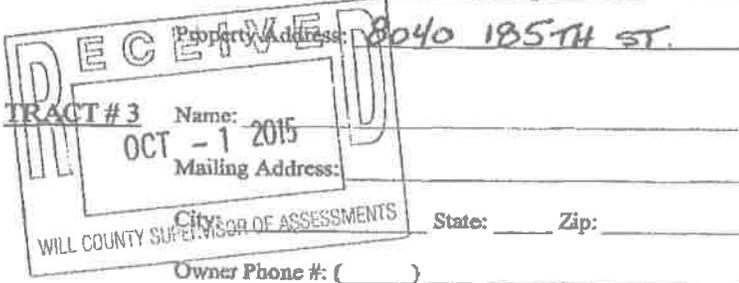
Phone# (224) 293-6961

Chris Alvord  
Submitted by (must have signature)

8410 W 183rd Pl  
Submitter's Address

Phone# (708) 642-8276

Fax # (708) 570-1652



TRACT # 3

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

OCT - 1 2015

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner Phone #: ( ) \_\_\_\_\_

Property Address: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Township: Frankfort

PIN(s) 19-07-02-200-014

Map Page(s) 09-02-B-E

Date Received 10-1-15

Accepted By: Kathy

Petition # 2015-47

Levy year of Taxes Paid 2014

Date taxes paid on: 1st Installment: 5/1/15 2nd Installment: 8/1/15

**SCHEDULE TO BE ATTACHED AS A PART OF A LAND DIVISION / CONSOLIDATION**

Parcel Index Numbers (PINs):

#19-09-02-200-014

Petition #

2015-47

**Instructions:** List original legal description(s) as currently described and then list separately the new legal description(s) of each new tract corresponding with the tract(s) numbered on page 2. If the Division has a Metes and Bounds legal description a Plat of Survey showing acreage and new legal description should accompany this petition form.

**Original Legal Description(s):**

THE EAST 622.29 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**New Legal Description(s):**

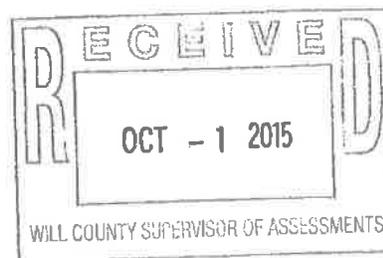
*Use additional pages if necessary*

**NEW TRACT #1**

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**NEW TRACT #2**

THE EAST 622.29 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 248.07 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



Will County Petition for Division / Consolidation Zoning Conformance Form

Date: 10/1/15

For Will County Supervisor of Assessment's Office Uses Only  
Petition#: 2015-47

Petitioner: Green Wave Capital Corporation

Address: 8410 W. 183rd Place  
Tinley Park, IL 60487

PIN 19-07-02-200-014- PIN \_\_\_\_\_

PIN \_\_\_\_\_ PIN \_\_\_\_\_

Mr./Mrs. Natalie Kubik of the Will County Land Use has reviewed  
*(Name of zoning personnel- printed)* *(Jurisdiction)*  
my petition for division and/or consolidation of property in Will County for the year of  
2015 and has determined that the parcel(s) to be created as described in the schedule  
attached thereto would:

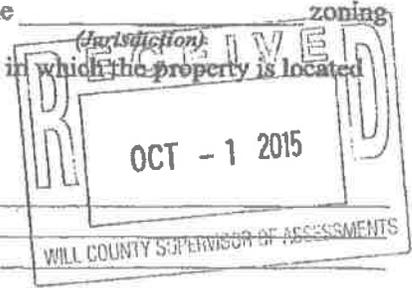
Be in conformance with the requirements of the Will County zoning ordinance  
*(Jurisdiction)*  
for the I-1 zoning district in which the property is located.

OR

Would not be in conformance with the requirements of the \_\_\_\_\_ zoning  
*(Jurisdiction)*  
ordinance for the \_\_\_\_\_ zoning district in which the property is located  
and would be considered an illegal lot

OR

OTHER: \_\_\_\_\_



Christy Mandy  
Signature of Petitioner

Natalie J Kubik  
Signature of zoning official

Subscribed and sworn before me this

1st Day of October, 2015



Cathy Gerdes  
Notary Public

Notice: This document is subject to recording  
With the Will County Recorder's Office



## PLAN COMMISSION STAFF REPORT

September 3, 2015

### SPEEDWAY

#### Applicant

Melanie Foss on behalf of  
Speedway

#### Property Location

18460 80<sup>th</sup> Avenue

#### Parcel Size

144,754 SF ±  
3.32 ac ±

#### Zoning

M-1 PUD (Parcels 2 & 3)  
Tinley Crossings PUD  
R-1 upon annexation  
(Parcel 1)

#### Approval Sought

Rezoning, Special Use  
Permit for a Substantial  
Deviation, Site Plan and  
Plat Approval.

#### Requested Action

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

#### Project Planner

Paula J. Wallrich, AICP  
Deputy Planning Director

### SUBSTANTIAL DEVIATION OF TINLEY CROSSINGS CORPORATE CENTER PLANNED UNIT DEVELOPMENT, REZONING, SITE PLAN REVIEW, PLAT APPROVAL

18460 80<sup>th</sup> Avenue

### PLEASE NOTE REVISIONS IN RED EXECUTIVE SUMMARY

Speedway LLC, is proposing an expansion of their existing facility at 18460 80<sup>th</sup> Avenue that will involve the annexation of a 1.51 acre parcel immediately south of the existing station (8045 185<sup>th</sup> Street). This lot is currently part of a larger parcel in the County of Will and will need to be subdivided prior to annexation. Upon annexation, the property will be consolidated through a plat of subdivision with the two existing parcels which comprise the gas station and car wash. The Applicant is requesting a rezoning of the annexed parcel to M-1 General Manufacturing. As part of the Tinley Crossings Corporate Center Planned Unit Development (TCCC-PUD), the proposed project will be considered a Substantial Deviation of the approved Planned Unit Development (PUD) and therefore require a Special Use Permit and Site Plan Review.

Speedway proposes to add seven (7) new fuel dispensers which will require the expansion of the fuel canopy. An additional access will be provided on 185<sup>th</sup> Street and additional storm water detention will be created on the annexed parcel to compensate for the new improvements to the site. A new trash enclosure, landscaping, lighting, signage and underground fuel tanks are also being proposed.

The Will County Highway Department has jurisdiction of 80<sup>th</sup> Avenue; preliminary plans for the future widening of 80<sup>th</sup> Avenue have been provided and impacts to the subject property have been noted. A cash-in-lieu of payment will be required for sidewalk improvements on 185<sup>th</sup> Street and a portion of 80<sup>th</sup> Avenue.

The station currently has three ground mounted signs, two of which have manual changeable copy that will need to be removed or changed to electronic message boards; if the Applicant chooses to install electronic message boards all temporary signs must be removed.

Upon annexation of the southern parcel, the property will be considered for rezoning to M-1, General Manufacturing. The parcel in its current configuration does not meet minimum lot size (5 acres) or lot depth (200') requirements, therefore an exception will be required to allow for a lot 1.51 acres in size with a lot depth of 188.07'. The property is also located in the Urban Design Overlay District (UDO) which establishes a maximum 20' front yard setback. A 34' exception will also need to be considered by the Commission as part of this review.

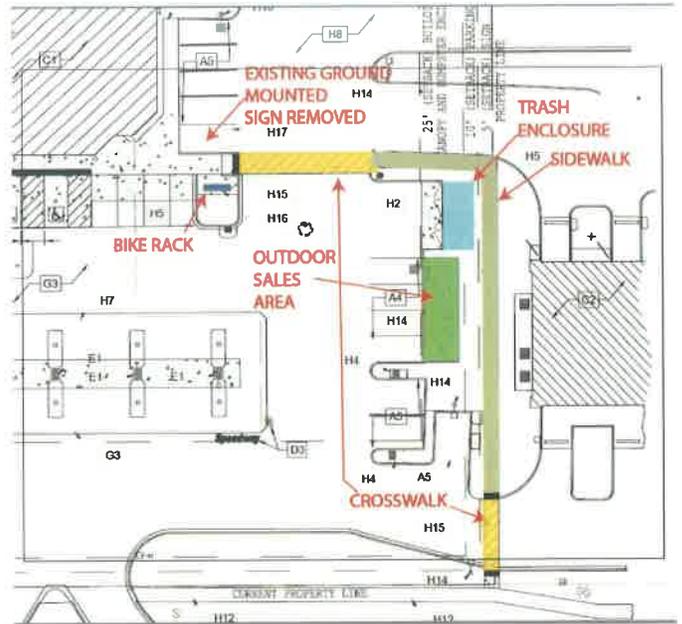
The Village was recently made aware that Speedway LLC applied for a video gaming license on June 10, 2015, despite a meeting held with Speedway representatives on July 22, 2015, in which Speedway denied any intention to provide video gaming at this location. Staff will work with the Applicant to withdraw their application for gaming.

## SUMMARY OF COMMISSIONER WORKSHOP

Representatives from Speedway and the design Architect, Chris Kalischefski, met with Commissioner Ficaro and Staff to discuss outstanding items. The discussion and recommendations are as follows:

- Designate an area on the site plan for temporary outdoor sale displays and obtain necessary approvals.** Applicant has agreed to locate the temporary outdoor sale area to the south side of the carwash. The storage will be on a concrete pad and product will be neatly stacked no greater than four (4) feet in height.
- Provide cash in lieu payment for sidewalks along 80<sup>th</sup> Avenue and 185<sup>th</sup> Street.** Applicant has agreed to include this in the Annexation Agreement.
- Provide access from the sidewalk on 80<sup>th</sup> Avenue to the C-Store.** Applicant has agreed to provide a sidewalk per Staff's recommendation.
- Provide bike rakes.** Applicant has agreed to provide a bike rack adjacent to entrance to C-Store
- Propose an alternate location for the trash enclosure.** Applicant has agreed to locate the trash enclosure to the south side of the carwash. This is a less conspicuous location that as originally proposed. Two parking spaces will be eliminated; however the amount of parking proposed exceeds ordinance requirements.
- Bring signs into compliance.** There was considerable discussion regarding the proposed signage. Commissioner Ficaro, along with staff, expressed non-support for the three ground mounted signs, and recommend restricting the number of ground mounted signs to two; one would be the new proposed ground mounted sign that would be located along 80<sup>th</sup> Avenue south of the main entrance, the other would be the retention of the ground mounted sign at the car wash. The applicant has agreed to remove the third ground mounted sign that was located adjacent to the C-Store and replace it with parking.

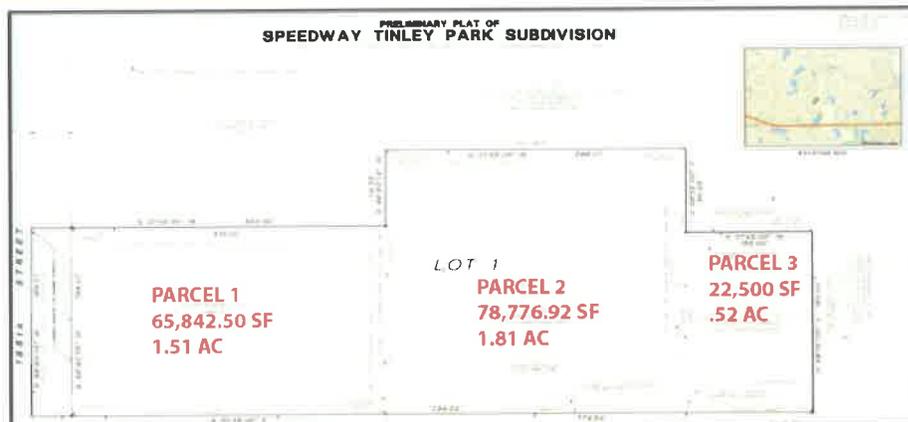
The Applicant has stated they will be removing all manual changeable copy on the ground mounted signs and will not be installing electronic message boards as originally proposed. Sign plans have not been submitted, but the Applicant has stated they will comply with Village ordinance on all erected signs. Staff recommends making this a condition of the Commission's Special Use approval.
- Revise Landscape Plan which has several deficiencies.** The Applicant has agreed to revise the plan per Staff recommendations. The street trees that have been proposed along 80<sup>th</sup> Avenue are in conflict with future widening plans for 80<sup>th</sup> Avenue. The plan will be revised to incorporate the street trees within the site, with an emphasis on providing additional screening of the ambulance storage facility at the west side of Parcel 1. Staff recommends making the approval of the final Landscape Plan a condition of the Special Use.



**SUMMARY OF OPEN ITEMS**

OPEN ITEM	SUGGESTED RESOLUTION
1. Existing temporary outdoor sales area does not meet Ordinance requirements.	Designate an area on the site plan for temporary outdoor sale displays and obtain necessary approvals. <b>Complied</b>
2. The proposed improvements do not meet lot area, lot depth and front yard setback requirements of the M-1 and Urban Design Overlay District.	Consider approval of site deficiencies as exceptions to the M-1 and Urban Overlay District as part of the Substantial Deviation Special Use Permit.
3. A 6' sidewalk along 80 <sup>th</sup> Avenue and 185 <sup>th</sup> Street will be required; Staff recommends cash in lieu payment. The Overlay District requires opportunities for pedestrian and bicycle access; there is no specific access from the sidewalk on 80 <sup>th</sup> Avenue to the C-Store. Bike racks are encouraged.	Provide cash in lieu payment for sidewalks along 80 <sup>th</sup> Avenue and 185 <sup>th</sup> Street, ( <b>annexation agreement</b> ) provide access from the sidewalk on 80 <sup>th</sup> Avenue to the C-Store and provide bike racks. <b>Complied.</b>
4. Cross access easement is not provided on the proposed Plat of Subdivision.	Provide appropriate easement on plat <b>Complied.</b>
5. The proposed location for the trash enclosure presents operational issues and is highly visible to the public.	Propose an alternate location for the trash enclosure. <b>Complied.</b>
6. The proposed plans indicate signs that exceed Village regulations.	Within the context of the PUD staff recommends consideration of the proposed canopy signs. Staff encourages discussion regarding the number of ground mounted signs and the enforcement of the removal of temporary signs if electronic message signs are proposed. <b>The Applicant has agreed to remove one ground mounted sign, remove all manual changeable copy signs and bring the two ground mounted signs into conformance with the Sign Code.</b>
7. Several items related to the proposed Landscape Plan need to be addressed	Address items specified in Staff Report. <b>Staff recommends making this a condition of the Special Use.</b>

**EXISTING SITE**



The subject property is part of the 165 acre Tinley Crossings Corporate Center PUD which was adopted in 1998. In 1999, the Village approved the site plan for the existing fueling station and convenience store; in 2002 the PUD was amended to allow for a car wash. The subject property consists of three (3) parcels as depicted in the plat above. Parcel 1 is located in unincorporated Will County and will be annexed as part of the proposed project. The fueling station is located on Parcel 2 and comprises five (5) fueling dispensers and a convenience store. Parcel 3 contains a car wash. Both Parcels 2 & 3 are fully developed with pavement and landscape materials. As part of the Substantial Deviation the entire property has been inspected and reviewed for compliance with Village Code.

The existing gas station has right-in/right-out access on 80<sup>th</sup> Avenue which serves the fueling station and C-store; the car wash shares a full access with the retail/restaurant development to the north. There is a brick wall that provides a buffer along the west and south property lines of Parcel 2. A 5' sidewalk is provided along the 80<sup>th</sup> Avenue Right-of-Way.

Parcel 1, is part of a 4.5 acre parcel currently used by the Trace, Vandenberg and ATI Ambulance Companies in unincorporated Will County. It does not contain any structures and is currently used for storage of ambulances. As part of the annexation and lot consolidation process, the southern 40' will be dedicated for 185<sup>th</sup> Street Right-of-Way. With the redevelopment of the parcel the access on 185<sup>th</sup> Street will be shifted to the east and will function as a shared access between the two parcels.

During a site visit to the property it was discovered that a portion of the property contained outdoor storage that did not meet ordinance requirements nor had approval been obtained. This area will be redeveloped with the expansion of the canopy, therefore Staff is recommending an area be designated for future temporary sales this is contained, neat, and orderly and meets ordinance requirements.

***Open Item #1: Existing temporary outdoor sales area does not meet Ordinance requirements. Applicant has provided a designated area for temporary outdoor sales.***



## PROPOSED USE & COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Applicant, Speedway, is proposing the expansion of their fueling station located at 18462 80<sup>th</sup> Avenue. The Applicant proposes to add seven (7) additional fueling dispensers which require additional area

beyond what can be provided on Parcels 2 & 3. The Applicant has therefore entered into a contract for purchase of Parcel 1, which after it is subdivided in the County, the Applicant proposes to annex it to the Village of Tinley Park. Upon annexation the Village will consider its rezoning and consolidation with Parcels 2 & 3. As a consolidated lot it will be reviewed as a Substantial Deviation of the approved Tinley Crossings Planned Unit Development.

The Village of Tinley Park Comprehensive Plan (2000) identifies this site as light industrial; however the Tinley Crossings PUD identified a *“retail convenience (or variety) stores with or without gas pumps”* as a permitted use within the PUD.

### ZONING & NEARBY LAND USES

The existing parcel (Parcel 2 & 3) is zoned M-1 PUD (Tinley Crossings Corporate Center Planned Unit Development) and lies within the Urban Design Overlay District. The property to the north of the parcel is also in the M-1 PUD. Property north of the PUD and 183<sup>rd</sup> Street is zoned R-3 Single Family Residential and the property to the east is zoned ORI- PUD Office and Restricted Industrial. The property immediately to the south is unincorporated Will County with the M-1 PUD surrounding the County parcel to the west and south. Parcel 1 is located in Will County. The Applicant is requesting Parcel 1 be rezoned to M-1 PUD upon annexation.

When Tinley Crossings was approved in 1998, the Development Agreement outlined the development standards for the eastern 12 acres (shaded in pink in the diagram to the right) allowing: *“ancillary business services which are primarily for the convenience of the persons and firms located within the development, provided that (1) such business uses are beneficial to the overall planned development (2) will not be injurious to adjacent or neighboring properties, (3) such uses are not available within reasonable proximity of the Subject Property, (4) are gauged primarily for the service and convenience of the business in the planned unit development, and (5) are design as a unit of limited size and made an integral part of the planned unit development, as well as the following additional uses: dry cleaning establishments; printing and copying establishments; banks and financial institutions; barber shops and beauty parlors; retail convenience (or variety) stores with or without gas pumps; restaurants, including drive-in.”*



The Agreement further stated that any additional land obtained by the owner or developer adjacent to the Subject Property, would be governed by the provisions of the Agreement once such additional land is annexed, rezoned and an amendment to the PUD has been granted, provided no additional lots were created and that the additional land only be added to existing lots. Parcels 2 & 3 were approved as part of the original Tinley Crossings Corporate Center PUD. They were also part of the eastern 12 acres

contemplated in the Development Agreement for ancillary uses. The annexation and consolidation of Parcel 1 with Parcels 2 & 3, is consistent with the parameters set forth in the approved Development Agreement between the Village and the original developer of the PUD (T.C.B. Development).

The table below outlines the bulk regulations for the M-1 District. There were no specific bulk regulations outlined for this property in the Development Agreement, rather the Agreement stated that any development of the property shall *“comply fully with a specific site plan or plans, including street and parking lot lighting, architecture, sign requirements and landscape plans, which subsequent site and landscape plan or plans shall be subject to the approval of the Village. Also, the Village shall retain the right to approve the number and height of buildings, approval of the architectural plans for the exterior of any buildings including the exterior building materials, parking, landscaping, lighting, street layout, provisions for water and sewer service, signs and location of any new detention/retention facilities and other proposed public improvement on said portion consistent with the then current Village ordinances.*

Staff performed the analysis of the subject property as a consolidated parcel (consolidated Parcels 1, 2 & 3), rather than as individual properties. The consolidated parcel meets all M-1 requirements with the exception of two: lot area and lot depth. The analysis is complicated by the fact that it is also located in the Urban Design Overlay District (UDO), which by intent is designed to promote non-motorized and public transportation movement to, within, and among properties. The location of the existing convenience store and fueling dispenser canopy predates the UDO District. Aspects of the District have been incorporated where possible; however the setbacks of the existing building and canopy will necessarily need to be addressed as an exception to the Urban Design Overlay District within the context of a PUD.

The minimum lot area in the M-1 district is 5 acres. Parcels 2 & 3 comprise 2.33 acres; with the addition of Parcel 1, the total acreage is 3.84 acres, which is below minimum lot area standards. As this is part of a Planned Unit Development a variance is not required, however it is brought to the attention of the Plan Commission as an exception to the Zoning Ordinance. The minimum lot depth in the M-1 District is 200'; portions of the consolidated lot measure 180' in depth. (Parcel 2 has a lot depth of 256'.) The exceptions to the M-1 Zoning District are noted in bold.

<b>M-1, GENERAL MANUFACTURING</b>		
<b>VILLAGE REGULATION</b>	<b>DIMENSION REQUIRED</b>	<b>PETITIONER'S DIMENSION (consolidated parcel)</b>
Front Yard Setback	50' minimum	54' (canopy)
Side Yard(s) Setback	25' / 50 (total of 2)	69' / 249'
Rear Yard Setback	30' minimum	62'
Maximum Building Height	65'	20.5'
Lot Area Minimum	5 acres	<b>3.84 acres</b>
Lot Width Minimum	200'	773.07'
Lot Depth Minimum	200'	<b>180.00'</b>
<b>URBAN DESIGN OVERLAY DISTRICT</b>		
Front Yard Setback	20' max	<b>54' (canopy)</b>

Traditionally an overlay district supersedes the underlying zoning district; however the Urban Design Overlay District is silent with respect to lot area and depth. The UDO District does however restrict the front yard setback to a maximum of 20 feet. The setback of the expanded canopy is somewhat limited by the location of the existing canopy which has a 54' setback from 80<sup>th</sup> Avenue. A point of note is that with the future widening of 80<sup>th</sup> Avenue, additional right-of-way will be taken from this property which will reduce the front yard setback to 25' on Parcel 1 and 44' on a portion of Parcel 2. As part of the PUD, this increase in proposed setback is considered an exception to the PUD rather than a variance. This exception has also been noted in bold in the table above.

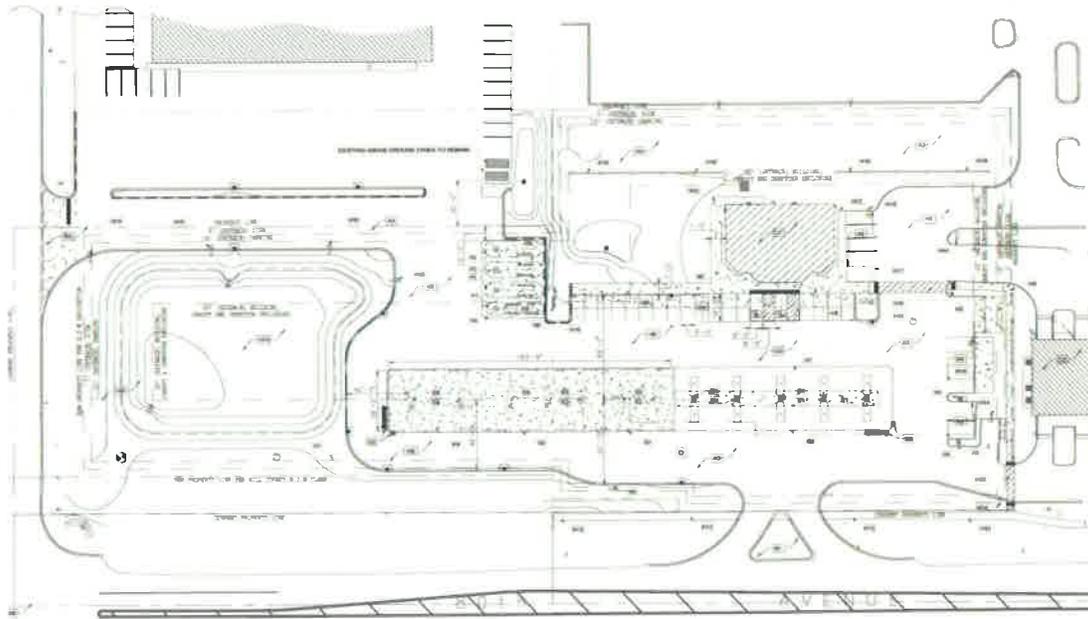
The requested rezoning for Parcel 1 to M-1 upon annexation is consistent with the zoning of the adjacent parcels and the Tinley Crossings Corporate Center PUD. It provides consistent zoning and landuse along the west side of 80<sup>th</sup> Avenue from 183<sup>rd</sup> to 185<sup>th</sup>; it was also part of the zoning/landuse contemplated with

the original PUD approval for this area. The annexation of Parcel 1 and the expansion of the fueling dispensers provides for an additional point of access (185<sup>th</sup>) and extension of the sidewalk along 80<sup>th</sup> Avenue which is consistent with the goals of the Urban Overlay District to accommodate pedestrian access.

***Open Item #2: The proposed improvements do not meet lot area, lot depth and front yard setback requirements of the M-1 and Urban Design Overlay District. Staff recommends recognizing these issues as exceptions of the M-1, General Manufacturing Zoning District and the Urban Design Overlay District.***

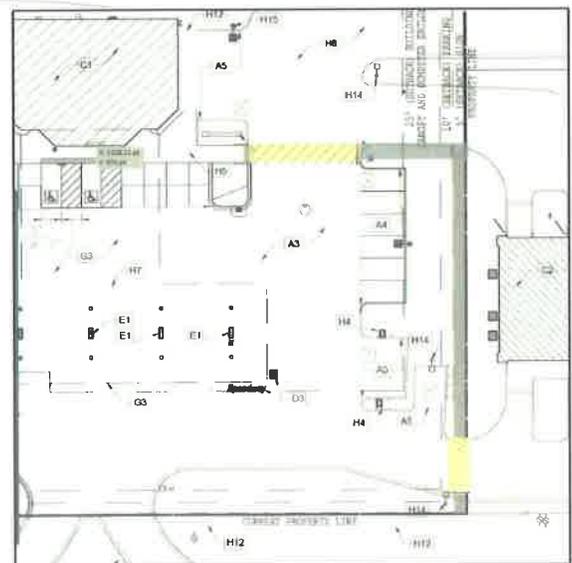
**GENERAL SITE PLAN REVIEW**

Revised 08.28.15



The Urban Overlay District requires each site to “provide opportunities for the public to bike, walk, drive, or take public transportation to, among, and within the development while minimizing the conflicts between these methods.” A sidewalk exists along the 80<sup>th</sup> Avenue frontage of Parcels 2 & 3. This sidewalk will need to be extended across the 80<sup>th</sup> Avenue and 185<sup>th</sup> Street frontages of Parcel 1. Due to the future widening of 80<sup>th</sup> Avenue staff recommends cash-in-lieu of payment be made for the extension of the sidewalk along 80<sup>th</sup> Avenue and along 185<sup>th</sup> Street.

Consideration should also be made for pedestrian access from the sidewalk along 80<sup>th</sup> Avenue to the station. Staff has recommended a pedestrian path in the diagram which would include striping a crosswalk across two access ways.

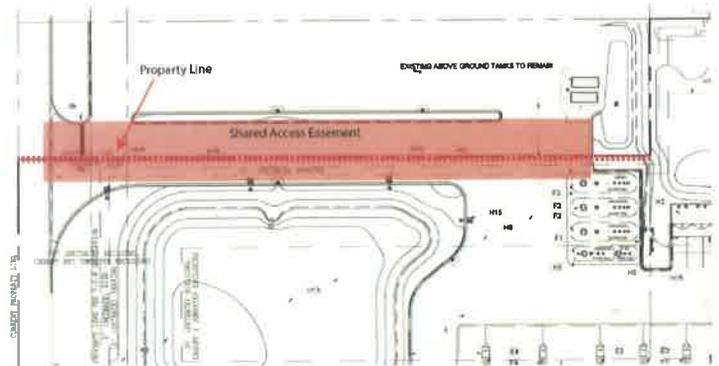


A bike trail will be constructed along the east side of 80<sup>th</sup> Avenue as part of future ROW improvements; therefore Staff encourages the provision of bike racks on site.

**Open Item #3:** A 6' sidewalk along 80<sup>th</sup> Avenue and 185<sup>th</sup> Street will be required; Staff recommends cash-in-lieu payment. *This will be incorporated into the Annexation Agreement. The Overlay District requires opportunities for pedestrian and bicycle access. Applicant has provided a sidewalk and bike rack to address these concerns.*

CIRCULATION

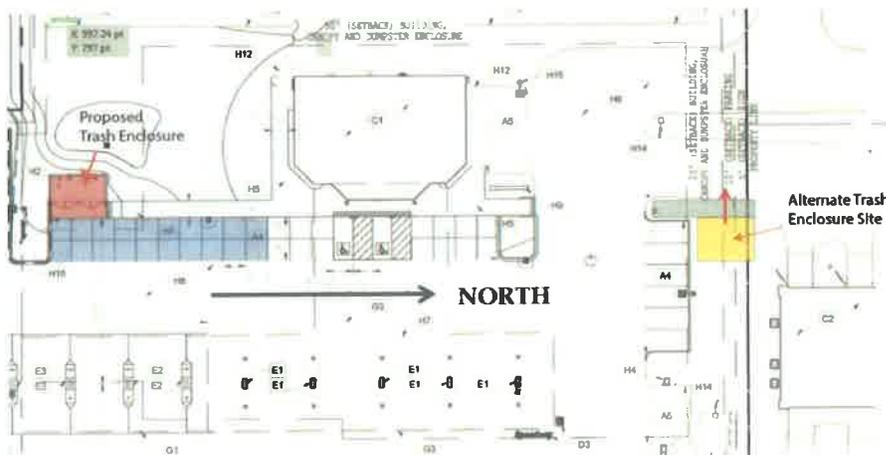
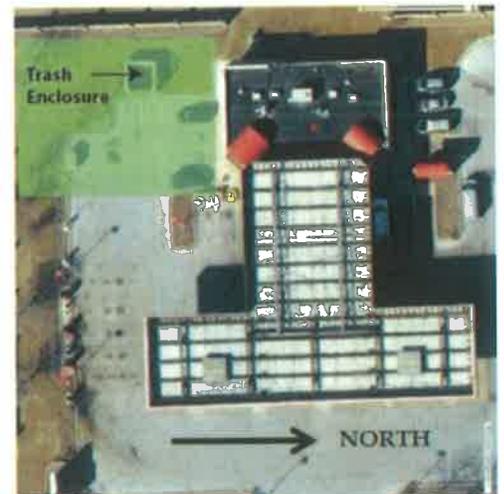
With the annexation of Parcel 1, another point of access is provided for the subject property at 185<sup>th</sup> Street. The plans indicate that the parcel west of the annexed parcel will then close their existing point of access and create a shared access with Parcel 1. The appropriate easement will need to be recorded with the plat indicating a cross access easement.



**Open Item #4:** Cross access easement is not provided on the proposed Plat of Subdivision. *Applicant has revised the plat accordingly.*

PARKING/TRASH ENCLOSURE

The current provision of 21 parking spaces meets ordinance requirements for the 3,100 square foot C-Store. Since there is no expansion or change of use proposed for the C-Store, no additional parking is required. The Applicant has stated that due to congestion experienced at the current facility they have planned for an additional 9 parking spaces for a total of 30 parking spaces. The proposed parking is aligned along the front of the convenience store. The south side of the C-Store has been revised to accommodate the additional parking as well as the area south of the carwash. The paved area south of the C-store will be removed (shaded in green) and is proposed to be landscaped. *The Applicant has agreed to locate the trash enclosure just south of the car wash per Staff's recommendation.*



Staff has expressed concern regarding the proposed location of the trash enclosure. The Applicant has proposed it to be located in a highly visible location with parking spaces directly in front of the gates that may compromise collection operations. During several site visits to the facility, staff found the gate open and the trash enclosure exposed. The gates are actually propped open as seen in the photograph.

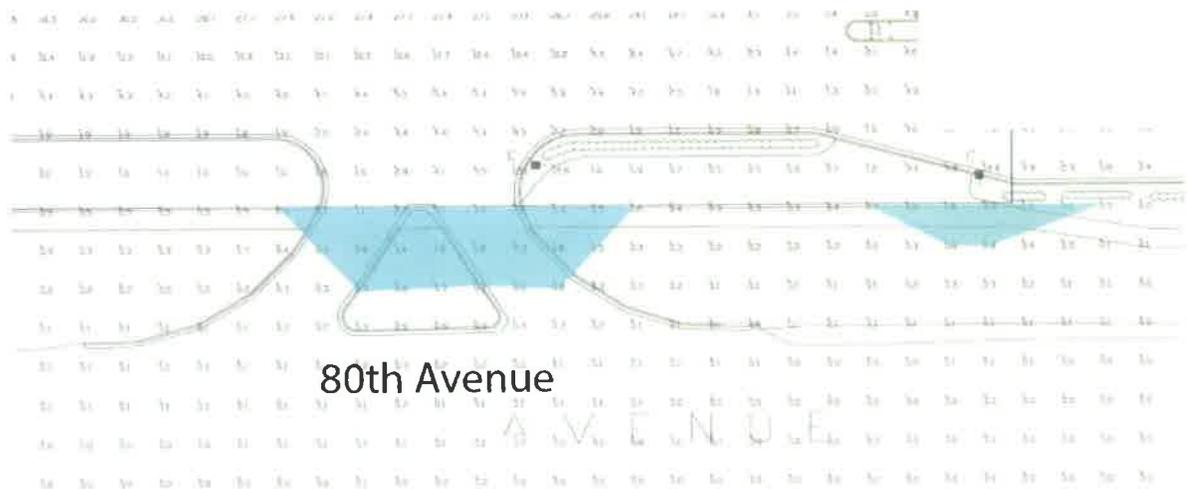


Staff believes there are other locations that may be less conspicuous and unsightly to the general public. One recommendation is provided in yellow in the diagram above.

***Open Item #5: The proposed location for the trash enclosure presents operational issues and is highly visible to the public. Applicant has agreed to move the trash enclosure to an area south of the car wash.***

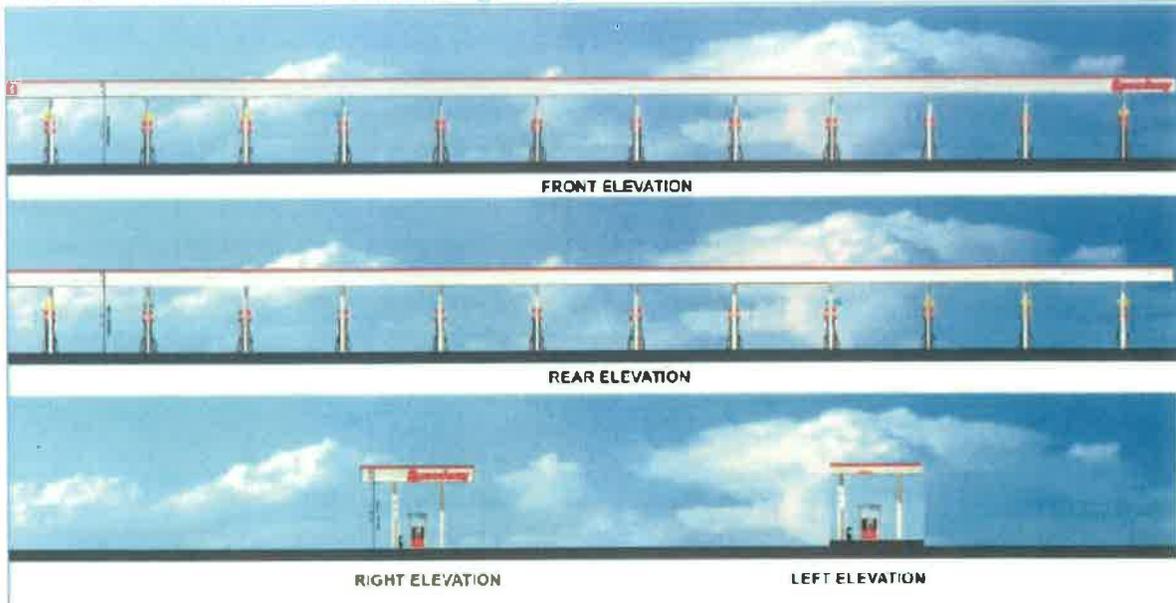
LIGHTING

With the expansion of the canopy, additional lighting will be installed under the canopy and along the drive access to 185<sup>th</sup> Street. One of the existing lights at the entrance to 80<sup>th</sup> Avenue will be removed. The Village Zoning Ordinance states that the light on the lot “shall not cause illumination in excess of .5 foot candle when measured in a residential district.” Village policy has been to enforce this limit at all property edges. The Photometric Plan submitted by the Applicant indicates two small areas where existing lights exceed ordinance foot candle limits. There are no residential properties in the proximity of these areas; therefore Staff is comfortable with maintaining these current light levels. The lighting will match existing fixtures.



**ARCHITECTURE**

The existing 16.5 foot tall fueling dispenser canopy will be extended to the south an additional 183.75'. The canopy extension will be the same width (39.5') as the existing canopy. The design/color of the canopy extension will be the same as the existing canopy.



## SIGNAGE



The proposed plan indicates the removal of the existing ground mounted sign along 80<sup>th</sup> Avenue. The Applicant has requested a new ground mounted sign to be located further south on the 80<sup>th</sup> Avenue frontage. The Applicant has revised the sign to remove the electronic message board. Electronic gas price signs are permitted in the Sign Regulations; however they are limited to twenty (20) square feet in area. The Ordinance is unclear as to whether this is per sign face or if it is a total sign area limitation. The proposed plan is not sufficiently labeled to determine the sign area for the gas prices. The Applicant has stated they will ensure the electronic gas prices will be in conformance with Code.

Currently there is a considerable amount of temporary signage on the property as evidenced in the photos below, however now that the electronic message board has been removed from the ground mounted signs, temporary windows will be allowed provided they do not cover more than 25% of the window surface area.



There are two (2) other ground mounted signs on the property that include manually changeable message signs. These types of signs are prohibited per the Village Zoning Ordinance (Ordinance 2007-0-024, adopted April 17, 2007). When the ordinance was adopted, existing manually changeable signs were given three (3) years from the day of adoption to be removed or property owners were allowed to replace them with electronic message signs. **The Applicant has agreed to remove the manual changeable copy and will not be replacing them with electronic message signs.**

Village policy allows only one ground mounted sign per right-of-way frontage. There are a total of three (3) ground mounted signs on the property. The property's location on the corner may support two (2) signs, but staff encourages discussion of maintaining three (3) ground mounted signs. **The Applicant has agreed to remove the ground mounted sign adjacent to the C-store, depicted on the left below.**



Existing

**The Applicant is proposing a fixed sign for the car wash as depicted below and has stated they will comply with the Village Sign Ordinance. Dimensioned signs have not yet been**

submitted therefore Staff recommends the Commission condition the Special Use Approval on approval of a final Sign Plan.



The canopy has several signs proposed for the canopy; these are consistent with the existing canopy signage. The signs approximate 176 square feet in size. Village policy has been to restrict the total sign area to no greater than 120 SF; however the ordinance has conflicting references with respect to sign area in industrial districts. The Ordinance delegates review authority for signs to the Plan Commission as part of the Site Plan Approval process. In addition, within a planned unit development there is inherent flexibility with site issues such as this.

***Open Item #6: The proposed plans indicate signs that exceed Village regulations. The Applicant has agreed to remove one ground mounted sign, remove all manual changeable copy signs, and bring ground mounted signs into conformance with Village Sign Ordinance. There will be no electronic message signs. A final Sign Plan has not been submitted; Staff recommends making final approval of the Sign Plan a condition of the Special Use.***

## LANDSCAPING

The intent of the Village's Landscape Ordinance is to utilize landscape materials to enhance proposed development, soften the impact of parking areas, provide a buffer between land uses, and create an overall quality aesthetic for the site. Bufferyards are required on all property edges per Village Ordinance. The existing development has existing landscaped areas, most of which are well maintained. There are areas however that do not meet Ordinance requirements and/or are dead or need maintenance. The Applicant has not provided requested information regarding existing landscaping therefore the landscape review is incomplete. With respect to the proposed landscape, the following comments apply:

1. The Plant List needs to include information about spacing;
2. Plans should identify quantity, size and type of existing trees and shrubs to remain;
3. Bufferyards must be provided in compliance with Section 158.07 **BUFFERYARD**

**REQUIREMENTS** of the Landscape Ordinance. The east bufferyard needs variety beyond two types of evergreen shrubs in a linear arrangement. Staff recommends utilizing small plant groupings rather than a strictly linear planting arrangement;

4. Street trees must be provided on Parcel 1. Ordinance requires spacing 25' on center; and
5. Bufferyards are lacking required plant material as indicated in the chart below:

LOCATION	REQUIRED BUFFERYD TYPE	REQUIRED WIDTH	PRO-VIDED WIDTH	BUFFERYD LENGTH	REQUIRED UNITS	PROVIDED	DEFICIENCY	COMMENT
West property line	B- commercial to commercial	5' (narrowest classification)	20'+	280'- (175' without fence, 105' with fence)	6 canopy	6 canopy	0 canopy	Length only includes northern portion of parcel where true bufferyard is possible. 105' fence is also present, partially reducing requirements.
					2 understory	2 understory	0 understory	
					27 shrubs	30 shrubs	+3 shrubs	
North property line	B-commercial to commercial	5' (narrowest classification)	20'+	175' (50'+10'+115')	5 canopy	5 canopy	0 canopy	Excluding cross access easements
					2 understory	2 understory	0 understory	
					21 shrubs	22 shrubs	+1 shrubs	
East property line	C- commercial to arterial road	10' (narrowest classification)	18'- 20'+	535' (585'-50' entrance)	19 canopy	14 canopy	-5 canopy	Row of existing shrubs counted as 14.
					8 understory	8 understory	0 understory	
					75 shrubs	90 shrubs (76+14)	+15 shrubs	
South property line	B- commercial to collector road	5' (narrowest classification)	20'+	160'	4 canopy	4 canopy	0 canopy	
					1 understory	2 understory	+1 understory	
					20 shrubs	34 shrubs	+14 shrubs	
Parkway	N/A	N/A	N/A	N/A	12-13	0	12-13 canopy trees	Plan does not indicate species, consideration must be given to utility lines; locate further west.
TOTAL							- 17-18 canopy	
							+1 understory	
							+33 shrubs	

**Open Item #7:** Several items related to the proposed Landscape Plan need to be addressed. The Applicant has agreed to revise the Landscape Plan in compliance to staff's recommendations including relocating street trees throughout the site. A final Landscape Plan has not been received; Staff recommends making final approval of the Landscape Plan a condition of the Special Use.

**STAFF REVIEW: ENGINEERING, BUILDING AND FIRE DEPARTMENT**

The Applicant has satisfied concerns expressed by the Consultant Engineer, Building and Fire Departments.

**FINDINGS OF FACT**

Staff has provided the following Findings of Fact to assist in your review. 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.

**Rezoning (Map Amendment) from R-1 Single Family Residential to M-1 General Manufacturing**

**1. The proposed zoning is consistent with the existing uses in the area.**

- The subject property is part of the 165 acre Tinley Crossings Corporate Center PUD which was adopted in 1998 which was zoned M-1 General Manufacturing.
- In 1999, the Village approved the site plan for the existing fueling station and convenience store; in 2002 the PUD was amended to allow for a car wash.
- When Tinley Crossings was approved in 1998, the Development Agreement outlined the development standards for the eastern 12 acres (shaded in pink in the diagram to the right) allowing: *...“retail convenience (or variety) stores with or without gas pumps; restaurants, including drive-in.”*
- *The proposed zoning will provide for the extension of the existing uses on the adjacent property*



**2. The proposed zoning is compatible with present zoning in the area.**

- The subject property is part of a 165 acre PUD that is zoned M-1 General Manufacturing.
- The property to the north of the parcel is also in the M-1 PUD.
- Property to the east is zoned ORI- PUD Office and Restricted Industrial which is compatible with existing and proposed uses..
- The property immediately to the south is unincorporated Will County with the M-1 PUD surrounding the County parcel to the west and south.

**3. The existing zoning is not suitable for the property or its surrounding area.**

- The R-1 zoning district, as the most restrictive zoning district, is considered a 'holding' district when property is annexed to the Village. Rezoning is considered once a development proposal is submitted for consideration by the Village. The proximity of this parcel to existing industrial and commercial uses, as well as its limited size, make it unsuitable for Single-Family Development. The R-1 zoning district has a 20,000 SF minimum per dwelling unit; the subject parcel is 1.51 acres in size. If the property were to be developed under the R-1 zoning district it would require variances from the Zoning Ordinance and would be negatively impacted by the existing uses and adjacency to large commercial roadways.

**3. The proposed zoning is consistent with the trend of development in the area.**

- The development of this parcel as part of the Tinley Crossings Corporate Center Planned Unit Development is consistent with the development trend of the adjacent parcels as part of the 12 acres planned for commercial development within the approved PUD.
- 80<sup>th</sup> Avenue is planned for future widening which will accommodate the development trend of the subject parcel and adjacent parcels.

**4. There is a need for the proposed rezoning.**

- The Petitioner has requested the proposed zoning as part of the planned expansion of an existing use (gas station).
- Absent the requested zoning the property would either continue with its existing use (ambulance storage) or redevelop in the county as an industrial use.
- The approval of the requested zoning will allow for the redevelopment of the subject parcel as an extension of an existing use and provide for improvements on the existing parcel and subject parcel consistent with Village Code and standards.

**Special Use Permit**

*A Special Use Permit to allow for a Substantial Deviation of the Tinley Crossings Corporate Center Planned Unit Development allowing the expansion of a fueling canopy and related site improvements with exceptions.*

**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 proposed improvements provide for an expansion of an existing use (fueling station)
- The proposed improvements have been reviewed by Public Safety and Village Staff for conformance to Village Code.
- The Petitioner has proposed improvements to the existing facility that bring the existing site into conformity with Village Code.
- The Petitioner has provided additional landscaping throughout the site that will serve to provide additional screening of the automotive uses.
- The proposed improvements include installation of a sidewalk that will provide safe pedestrian movement within the site.

**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 proposed improvements are an expansion of the existing uses which have been present since 1999.
- The proposed improvements provide for additional landscaping throughout the site.
- The proposed improvement will provide an additional point of access to the site (at 185<sup>th</sup> Street).
- Through the annexation, rezoning and approval of plans for Parcel 1, the property will result in improved aesthetics and additional greenspace beyond its current conditions.

**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 majority of the area in the immediate vicinity is developed.
- The subject property is part of an approved PUD which provides for the orderly development and redevelopment of adjacent property.
- The approval of the Special Use will allow for an extension of an existing use that was approved in accordance with Village Code which provides for the normal and orderly development of property.

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

- The proposed improvements have been reviewed and supported by the Village Engineer.
- Additional landscaping will reduce the storm water run-off for the site.

- The proposed plans have taken into consideration the future improvements to 80<sup>th</sup> Avenue.
- The subject property has provided for right-of-way (ROW) dedications for 80<sup>th</sup> Avenue and 185<sup>th</sup> Street.

**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 proposed improvements provide for an additional point of access to the site at 185<sup>th</sup> Street.
- The subject property will be reviewed in consideration of future ROW improvements on 80<sup>th</sup> Avenue.
- A share access easement has been provided on the Plat which provides for the ingress/egress at 185<sup>th</sup> Street.

**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 proposed project meets a all Village requirements with the exception of the following:
  - Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required)
  - Lot depth minimum for the M-1 District (180' provided; 200' required)
  - Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum)

**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 will allow for the expansion of the fueling dispensers (seven additional) which will provide a direct economic impact through sales tax.
- The approval of the Special Use will increase property tax revenue through the annexation of Parcel 1.
- The approval of the Special Use will indirectly contribute to the economic development of the community by improving the aesthetics of Parcel 1 and establish a uniform presence to this section of the 80<sup>th</sup> Avenue.

**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 expansion of the Speedway Gas Station at 18460 80<sup>th</sup> Avenue.

Additionally, we recommend that the Village Board grant the Applicant, Melanie Foss, on behalf of Speedway, a Rezoning (Map Amendment ) from R-1 Single Family Residential to M-1 General Manufacturing to allow for the expansion of the fueling canopy for the existing Speedway Gas Station located at 18460 80<sup>th</sup> Avenue. Findings of Fact submitted by Village Staff, as amended by the Plan Commission are submitted as part of the record for this meeting.

The Plan Commission further recommends to the Village Board the approval of the Plat of Consolidation for the three (3) parcels that comprise the Speedway Gas Station and Car Wash conditioned upon final engineering approval.

The Plan Commission further recommends to the Village Board the granting to the Applicant, Melanie Foss, on behalf of Speedway, a Special Use for a Substantial Deviation from the approved Tinley Crossings Corporate Center Planned Unit Development with exceptions from the Village Zoning Ordinance as noted below, and adopt Findings of Fact submitted by the Applicant and as provided by Village Staff and the Plan Commission at this meeting.

Exceptions to the Zoning Ordinance requirements within this PUD include:

1. Lot area minimum for the M-1 District (3.84 acres provided; 5 acres required)
2. Lot depth minimum for the M-1 District (180' provided; 200' required)
3. Front yard setback for the Urban Design Overlay District (54' provided; 20' maximum)

The Plan Commission recommends the Special Use for a Substantial Deviation be approved with the following conditions, which must be satisfied prior to issuance of a Certificate of Occupancy:

1. Final Landscape Plan Approval;
2. Final Sign Plan Approval;
3. **Withdrawal of State Gaming License for Video Gaming by Speedway, LLC, for this location; and**
4. **No future application for Video Gaming by Speedway for this location.**

**All the forgoing approvals are subject to the precondition of annexation by the Village of the 8405 185<sup>th</sup> Street parcel (Parcel 1).**

**LIST OF REVIEWED PLANS**

**Speedway – 18460 80<sup>th</sup> Ave.  
LIST OF SUBMITTED PLANS  
RECEIVED August 28, 2015**

Submitted Sheet Name		Prepared By	Date On Sheet
CV	Cover Sheet	CDG	07/31/15
CZ.1	Zoning Site Plan	CDG	08-27-15
CD	Demolition Plan	CDG	07/30/15
CS1	Plot Plan	CDG	07/30/15
CS2	Dimension Plan	CDG	07/30/15
QS-1	Equipment Plan	CDG	07/30/15
QS -2	Equipment Plan Details	CDG	07/30/15
CG-1	Grading Plan	CDG	07/30/15
CG-2	Grading Plan Details	CDG	07/30/15
CG-3	Pre-Post Drainage Plan	CDG	07/30/15
CE-1	Stormwater Pollution Prevention Plan	CDG	07/30/15
CE-2	Stormwater Pollution Prevention Plan Details	CDG	07/30/15
CU-1	Piping and Utilities Plan	CDG	07/30/15
CU-2	Utility Details	CDG	07/30/15
SS.1	Signage Plan	CDG	
SS.2	Ground Mount Sign	CDG	01/19/15
SS.3	Existing Car Wash Sign	CDG	07/31/15
SS.4	Existing Store Sign	CDG	07/31/15
LP.1	Landscape Plan	BDG	01/19/15
LP.2	Detailed Landscape Plan	BDG	01/19/15
LP.3	Landscape Plan	BDG	
LP.4	Landscape Specs	BDG	
CR	Circulation Plan	CDG	07/31/15
IDOT 1	IDOT Details	WT	07/30/15
IDOT 2	IDOT Details	WT	07/30/15
IDOT 3	Specifications	WT	07/30/15
IDOT 4	Specifications	WT	07/30/15
EX-1	Existing Conditions Exhibit	WT	07/30/15
EX-2	Proposed Conditions Exhibit	WT	07/30/15
PS-1	Drainage & Utility Details & Specifications		10/18/11
QS-1	Yard Equipment Installation		12/18/13
CP-1	Pavement & Curbing Details		05/21/14
ELEV	Canopy Elevations	CDG	01/19/15
2E	Dumpster Enclosure		06/06/13
1 of 3	ALTA/ACSM Land Title Survey	WT	
2 of 3	ALTA/ACSM Land Title Survey	WT	

3 of 3	ALTA/ACSM Land Title Survey	WT	
ANX-1	Plat of Annexation	WT	07/29/15
SUB-1	Preliminary Plat of Subdivision	WT	07/29/15
SUB-2	Preliminary Plat of Subdivision	WT	07/29/15
1 of 1	Lighting Proposal	LSI	07/30/15

CDG Corporate Design & Development Group, LLC  
 BDG Brisseau Design Group, LLC

WT W-T Civil Engineering, LLC  
 LSI LSI Industries

VILLAGE OF TINLEY PARK

APPLICATION FOR SITE PLAN APPROVAL

PROJECT NAME: Speedway Canopy Expansion LOCATION: 18460 80th Ave, Tinley Park, IL

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: Speedway LLC Att: Melonie Fuoss
Company: Speedway LLC
Mailing Address: 8200 185th St, Suite E, Tinley Park, IL 60487
Phone (Office): 708.444.7082
Phone (Cell): 224.406.3717
Fax: 419.421.8473
Email: mfuoss@speedway.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:

The applicant is interested in the property to the south of their current location, the applicant is looking to expand their current location.

PROPERTY INFORMATION

Property Address: 18460 80th Ave, Tinley Park
PIN(s): 19-09-02-200-014
Existing Land Use: Vacant
Zoning District: Unincorporated Will County
Lot Dimensions: 208.0387 Feet x 350 Feet
Property Owner(s):
Mailing Address:

APPLICATION INFORMATION

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

The proposed project is a auto/diesel canopy expansion to an exdting Speedway canopy currently located on site today. This auto/diesel canopy would included 7 new dispensers, new trash enclosure, new ground mount sign and new underground storage tanks.

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

5/19/2015 Date

**VILLAGE OF TINLEY PARK**  
**SITE PLAN APPROVAL**  
**CONTACT INFORMATION**

**PROJECT NAME:** Speedway Canopy Expansion

**LOCATION:** 18460 80th Ave, Tinley Park, IL

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:** Christopher J. Vandenberg  
**Company:** \_\_\_\_\_  
**Address:** 8410 West 183rd Place, Tinley Park, IL  
**Phone:** 708.642.8276  
**Fax:** 708.570.1652  
**Email:** ChrisVandenberg@VandenbergLaw.com

**PROJECT ARCHITECT**

**Name:** Christian Kallschefscki and Kimberly Strnad  
**Company:** Corporate Design + Development Group LLC  
**Address:** 2675 Pratum Ave, Hoffman Estates, IL  
**Phone:** 224.293.6961  
**Fax:** 224.293.6966  
**Email:** klmstmad@cdg-llc.com

**PROJECT ENGINEER**

**Name:** Todd Abrams  
**Company:** WT Engineering LLC  
**Address:** 2675 Pratum Ave, Hoffman Estates, IL  
**Phone:** 224.293.6391  
**Fax:** 224.293.6966  
**Email:** todd.abrams@wtengineering.com

**PROJECT LANDSCAPE ARCHITECT**

**Name:** Joseph Brusseau  
**Company:** Brusseau Design Group  
**Address:** 2675 Pratum Ave, Hoffman Estate, IL  
**Phone:** 224.293.6471  
**Fax:** 224.293.6966  
**Email:** Joe@brusseauesigngroup.com

**ATTORNEY**

**Name:** Kevin Lewis  
**Company:** Speedway LLC  
**Address:** 500 Speedway Drive, Enon OH  
**Phone:** (937)863-6268  
**Fax:** \_\_\_\_\_  
**Email:** kllewis@speedway.com

**END USER**

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

VILLAGE OF TINLEY PARK

SITE PLAN APPROVAL  
RESPONSIBLE PARTIES

PROJECT NAME: Speedway Canopy Expansion

LOCATION: 18460 80th Ave, Tinley Park, IL

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: Speedway LLC Attn: Melonie Fuoss  
Company: Speedway LLC  
Address: 8200 185th Street Suite E, Tinley Park, IL60487  
Phone: 708.444.7082  
Fax: 419.421.8473  
Email: mfuoss@speedway.com

**RESPONSIBLE FOR PLAN REVIEW FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR BUILDING PERMIT FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR ATTORNEY FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR ENGINEERING/  
CONSTRUCTION OVERSIGHT FEES**

Name: Same as General Billing  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**RESPONSIBLE FOR LANDSCAPE REVIEW  
FEES**

Name: Same as General Billing  
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: Speedway LLC: Attn: Melonia Fuoss  
Mailing Address: 8200 185th Street Suite E  
City, State, Zip: Tinley Park, IL 60487  
Phone Numbers: 708.444.7082 (Day) Fax Number: 419.421.8473  
224.408.3717 (Evening)  
(Cell)  
Email Address: mfuoss@speedway.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):

The nature of the petitioner's interest in the property is to expand it's existing gas station by adding more pumps and on site circulation and access drive along 185th street.

**B. Property Information:**

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

Property Owner(s): Christopher J. Vandenberg  
Mailing Address: 8410 West 183rd Place  
City, State, Zip: Tinley Park, IL 60487

Property Address: 8040 185th Street, Tinley Park, IL 60487  
Permanent Index No. (PINs) 19-09-02-200-014  
Existing land use: Existing Business  
Lot dimensions and area: 374.22 X 350.00 (Dimensions) 3.007 Acres

**C. Petition Information:**

Present Zoning District: Unincorporated Will County  
Requested Zoning District: M1 General Manufacturing District

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

Yes  No

If yes, identify the proposed use: Currently the Speedway site has a special use permit, looking to extend the special to the new area Speedway is buying, to expand the gas station.

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]  
Signature of Applicant

7/29/2015  
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.**

Please see attached document.

- 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.**

Please see attached document.

- 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.**

Please see attached document.

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

Please see attached document.

- 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.**

Please see attached document.

**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.**

Please see attached document.

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

Please see attached document.

**PETITION REQUESTING ANNEXATION  
TO THE VILLAGE OF TINLEY PARK, ILLINOIS**

**TO: THE VILLAGE CLERK, VILLAGE OF TINLEY PARK, ILLINOIS**

We the undersigned Petitioners, owners of record of all the land herein requested to be annexed, respectfully represent that all the conditions required for annexation to the Village of Tinley Park, pursuant to and in accordance with Chapter 65, Illinois Compiled Statutes, Act 5, Illinois Municipal Code, Article 7, Division 1, Section 8 (65 ILCS 5/7-1-8) do hereby exist, to wit:

1. That the territory requested to be annexed is described as follows (include tax identification number):

**THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MEIDIAN, IN WILL COUNTY, ILLINOIS.**

2. That the described territory is not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, a municipality organized and existing under the laws of the State of Illinois.
3. That a Plat of Annexation showing the described territory is attached hereto and made a part of this Petition.
4. That this petition is signed by the owners of record of all land in the described territory.
5. That there are no electors residing in the described territory.

**WHEREFORE**, your Petitioners respectfully request the Corporate Authorities of the Village of Tinley Park to annex the above described territory to the Village of Tinley Park.

<u>PRINTED NAME(S) of OWNER(S)</u>	<u>SIGNED NAME(S) of OWNER(S)</u>	<u>ADDRESS</u>
GREEN WAVE CAPITAL CORPORATION	Christopher J. Vandenberg, President	8410 183RD PL TINLEY PARK, IL 60482

I, Christopher J. Vandenberg, President Green Wave Capital Corp (printed name of individual signing oath) do hereby state under oath that I am one of the petitioners in the above and foregoing Petition for Annexation, that I have read the same, and that the facts stated in such Petition are true and correct.

Chris Vandenberg (signature)

*To be completed by a Notary Public:*  
Subscribed and sworn to before me this 30<sup>th</sup> day of July, 2015

Rochelle M. Ambroz  
Notary Public



# Daily Southtown

8045 185th Street  
8/16/2015

## 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 **8/16/2015** and the last publication was **8/16/2015**

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, September 3, 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 to grant the Applicant, Speedway, LLC, a Rezoning (Zoning Map Amendment) and a Special Use Permit for a Substantial Deviation to the Tinley Crossings Corporate Center Planned Unit Development. The Applicant has submitted petitions for the following: 1. To rezone the approximate 1.51 acre property located at 8045 185th Street upon its Annexation to the Village of Tinley Park from R-1 Single-Family Residential District to M-1 General Manufacturing District, under the Tinley Park Zoning Ordinance; and 2. A Special Use Permit for a Substantial Deviation of the Tinley Crossings Planned Unit Development allowing the expansion of the existing fueling station canopy of approximately 7,653 SF to accommodate seven (7) additional fueling dispensers on property located at 18460 80th Avenue. The expansion of the fueling canopy will involve additional landscaping, lighting, and signage. As a part of the Substantial Deviation of the approved Planned Unit Development, the Applicant is requesting exceptions to the M-1 General Manufacturing Zoning District standards set forth in the Village Zoning Ordinance, including: 1. A decrease of lot area from the required minimum of 5 acres to 3.84 acres; and 2. A decrease of lot depth from the required minimum of 200' to 180.00'. As a part of the Substantial Deviation of the approved Planned Unit Development, the Applicant is also requesting an exception to Urban Design Overlay District standards set forth in the Village Zoning Ordinance, including but not limited to: 1. An increase of the front yard setback from the required maximum of 20' to 54'. The Site Plan, Architectural Elevations, Sign Plan, and Landscape Plan submitted by the Applicant are on file at the Clerk's Office and can be viewed during regular business hours. LEGAL DESCRIPTIONS: 1) Parcel for which Rezoning upon Annexation is requested: PARCEL 1: THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE

ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885, IN WILL COUNTY, ILLINOIS, PARCEL 3: LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137. METES AND BOUNDS DESCRIPTION: THAT PART OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885 AND THAT PART OF LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137. AND PART OF THE SOUTH 350.00 FEET OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 32; THENCE SOUTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF 80TH AVENUE, 774.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 30 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE, 188.07 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE EAST 248.07 FEET OF SAID NORTHEAST QUARTER, A DISTANCE OF 350.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 22; THENCE SOUTH 88 DEGREES 30 MINUTES 13 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 22, A DISTANCE OF 76.22 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST

NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. P.I.N. #: Part of 19-09-02-200-014 (unsubdivided) PROPERTY ADDRESS: 8045 185th Street  
2) Parcel for which a Special Use Permit for a Substantial Deviation to the Tinley Crossings Corporate Center Planned Unit Development and Exceptions are requested;  
PARCEL 1: THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. PARCEL 2: THE EAST 264.29 FEET OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

LINE OF THE EAST 264.29 FEET OF SAID LOT 22, A DISTANCE OF 298.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 22; THENCE NORTH 88 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 84.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 32; THENCE NORTH 01 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 32, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS. P.I.N. #: 19-09-02-205-019 19-09-02-205-026 & Part of 19-09-02-200-014 (unsubdivided) PROPERTY ADDRESSES: 18460 80th Avenue, 8045 195th Street. PETITIONER: Melanie Fuoss, on behalf of Speedway, LLC. The proposed Rezoning (Map Amendment) and Special Use Permit for a Substantial Deviation of the Tinley Crossings Corporate Center Planned Unit Development 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 Rezoning (Map Amendment) and Special Use Permit. 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 – CHAIRMAN, PLAN COMMISSION

## Daily Southtown

Northwest corner of the intersection of 185th Street  
and 80th Avenue  
10/11/2015

### 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 **10/11/2015** and the last publication was **10/11/2015**

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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, will conduct a public hearing at the hour of 8:00 p.m., or as soon thereafter as the matter may be heard, on the 3rd day of November, 2015, at the Village Hall in the Council Chambers, 16250 S. Oak Park Avenue, Tinley Park, Illinois, to consider a proposed annexation agreement between the Village of Tinley Park and the Owner and Developer of the following described property, all pursuant to the provisions of 65 ILCS 5/11-15.1-1, et seq. The Parcel proposed for annexation (the "Subject Property") is legally described as follows: PARCEL 1: THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. P.I.N.: Part of 19-09-02-200-014 (unsubdivided) COMMONLY KNOWN AS: Property at the Northwest corner of the intersection of 185th Street and 80th Avenue, which property consists of approximately 1.51 acres in unincorporated Frankfort Township, Will County, Illinois, together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1. Additional Parcels already within the corporate limits of the Village but impacted by and subject to certain terms in the proposed annexation agreement include: PARCEL 2: THE EAST 264.29 FEET OF LOT 22, IN TINLEY CROSSINGS CORPORATE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1998 AS DOCUMENT NUMBER R98-122885, IN WILL COUNTY, ILLINOIS. PARCEL 3: LOT 32 IN TINLEY CROSSINGS CORPORATE CENTER PHASE 3, A RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 27, 2001 AS DOCUMENT NO. R2001021137. P.I.N.s: 19-09-02-205-019, 19-09-02-205-026 PROPERTY ADDRESS:

18460 S. 80th Avenue The Subject Property is 1.511 acres and collectively, the parcels affected by the annexation agreement inclusive of the Subject Property consist of approximately 3.84 acres on the west side of 80th Avenue and the north side of 185th Street. The Subject Property is proposed to be developed as an expansion to the existing Speedway gas station and convenience store on the affected parcels. A draft of the proposed annexation agreement is on file and available for public inspection at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, from and after October 15, 2015. The matters to be included in the annexation agreement shall include but are not limited to the following: 1. Annexation of the Subject Property described above. 2. Rezoning of the Subject Property upon annexation from R-1 Single-Family Residential District to the M-1 General Manufacturing Zoning District under the Tinley Park Zoning Ordinance. 3. Terms relating to development of the Subject Property as part of the expansion of the existing Speedway automobile service station and convenience store, including but not limited to a prohibition on video gaming at the service station as expanded. 4. Contributions to be made by the Developer and recapture payments to be paid by the Developer. 5. Stormwater retention/detention and storm sewer requirements. 6. Granting of necessary easements. 7. Payment in lieu of the installation of sidewalks. 8. Term of the Agreement. 9. Provision for installation of necessary utilities. 10. Reimbursement to Village of certain fees and expenses. 11. Approval of landscaping and signage. 12. Other miscellaneous provisions. The proposed Annexation Agreement may be added to, revised, or eliminated as a result of the Public Hearing. All persons wishing to be heard may appear and be heard at the public hearing. 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 Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois. By: Patrick Rea Village Clerk

ORDINANCE NO. 2015-O-048

AN ORDINANCE ANNEXING PROPERTY LOCATED AT 8045 W. 185<sup>TH</sup> STREET  
FOR THE SPEEDWAY EXPANSION PROJECT

**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 this President and Board of Trustees find as follows:

- (a) A Petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park, requesting that the territory described in Section 2 of this Ordinance (the "Territory") be annexed to the Village of Tinley Park, Cook and Will Counties, Illinois;
- (b) The aforesaid Petition is in proper form under oath, signed by all owners of record of all the land within the Territory, there being no electors residing within or on said Territory;
- (c) An accurate Plat of Annexation of said Territory is attached hereto and hereby made a part hereof as **Exhibit A**;
- (d) Said Territory is not located in a fire protection district and therefore no notice is required to be served on any fire protection district. Said Territory is in a public library district and the required notices have been served on the trustees of said public library district (the Mokena Community Public Library District). A road or highway under the jurisdiction of Frankfort Township is located in or adjacent to the Territory described in Section 2 of this Ordinance and, therefore, notice has been served upon the Frankfort Township trustees, the Township Supervisor, the Township Clerk and the Township Highway Commissioner. Copies of the notices referenced, along with an affidavit of service as required by 65 ILCS 5/7-1-1 of the Illinois Municipal Code, are attached hereto as **Group Exhibit B** and made a part hereof;
- (e) The Territory described in Section 2 is within the unincorporated portion of Will County and not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, Cook and Will Counties, Illinois, a municipality existing under the laws of the State of Illinois.

**Section 2:** That the Territory hereinafter described be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties, Illinois pursuant to 65 ILCS 5/7-1-1; 65 ILCS 5/7-1-8:

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

**PIN:** 19-09-02-200-014 (a part of)

**PROPERTY ADDRESS:** 8045 185<sup>TH</sup> STREET

together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8, all in conformance with and as shown on the Plat of Annexation of said Territory prepared by a registered land surveyor of the State of Illinois, which Plat is attached hereto and hereby made a part hereof as **Exhibit A**.

The annexation of the above-described Territory shall extend to the far side of any adjacent highway, street or right-of-way and shall include all of every highway, street and right-of-way within the said Territory.

The above-described Territory is annexed to the Village pursuant to the terms of an annexation agreement, which was approved in Resolution 2015-R-040, dated \_\_\_\_\_ . That annexation agreement will govern the development of the annexed Territory for twenty (20) years and contains certain restrictions regarding the use of the Territory.

**Section 3:** That the Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of Will County, Illinois, and to file with the County Clerk of Will County, Illinois:

- (a) a copy of this Ordinance certified as correct by the Clerk of said Village of Tinley Park, along with the following Exhibits;
- (b) **Exhibit A** – the Plat of Annexation of the Territory included in this annexation, as required by law, said Plat to be attached to the aforesaid certified copy of this Ordinance; and
- (c) **Group Exhibit B** – the notices sent to the applicable public library district and township, along with an affidavit of service, as required by law.

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by a majority of 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 A**

**PLAT OF ANNEXATION  
(ATTACHED)**



**GROUP EXHIBIT B**

**NOTICE TO MOKENA COMMUNITY PUBLIC LIBRARY AND TO  
FRANKFORT TOWNSHIP & RELATED AFFIDAVIT OF SERVICE**

**(ATTACHED)**

**NOTICE OF PROPOSED ANNEXATION OF TERRITORY WITHIN  
THE MOKENA COMMUNITY PUBLIC LIBRARY DISTRICT  
TO THE VILLAGE OF TINLEY PARK**

TO:

Carol Burkhardt-Stuckey  
10844 Carpenter Street  
Mokena, Illinois 60448

Dr. Carol Theodorou  
9930 Balsam Court  
Mokena, Illinois 60448

Kathy Lewandowski  
11118 Granite Drive  
Mokena, Illinois 60448

Matthew Galik  
19430 Midland Avenue  
Mokena, Illinois 60448

Joseph Cirelli  
19808 Therese Lane  
Mokena, Illinois 60448

Donald McGuan  
19425 Baron Road  
Mokena, Illinois 60448

Raymond Wagner  
11612 Hillside Lane  
Mokena, Illinois 60448

David Molinari  
11352 193<sup>rd</sup> Street  
Mokena, Illinois 60448

Members of the Board of Trustees  
Mokena Public Library District  
11327 W. 195<sup>th</sup> Street  
Mokena, Illinois 60448

being all of the Trustees of the Mokena Community Public Library District, Will County, Illinois,  
and

As attorney for and as authorized by the Corporate Authorities of the Village of Tinley Park, **NOTICE IS HEREBY GIVEN** that the Village of Tinley Park, Cook and Will Counties, Illinois, which provides public library services, is considering the annexation of the territory hereinafter described pursuant to the provisions of Article 7, Division 1, of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.) and that such annexation will take place not less than ten days after the service of this notice on you. The Board intends to hold a public hearing on an annexation agreement and consider the annexation of territory described below (all or substantially all of which is within the boundaries of the Mokena Community Public Library District) at a meeting to be held in the Village Board Room, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, at 8:00 p.m., on Tuesday, October 20, 2015. The real estate is described as follows:

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

P.I.N.: Part of 19-09-02-200-014 (unsubdivided)

Commonly Known As: Property at the Northwest corner of the intersection of 185<sup>th</sup> Street and 80<sup>th</sup> Avenue, which property consists of approximately 1.51 acres in unincorporated Frankfort Township, Will County, Illinois, together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1.

The consideration of whether the subject property should be annexed to the Village of Tinley Park may be continued from time to time without any further notice, except as otherwise may be required by The Illinois Open Meetings Act.

This Notice is being given pursuant to the provisions of Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1) to the extent that such Section requires such notice.

Respectfully submitted,

---

Michael A. Marrs, Village Attorney



**NOTICE OF PROPOSED ANNEXATION OF TERRITORY AND ADJACENT HIGHWAY  
UNDER THE JURISDICTION OF FRANKFORT TOWNSHIP  
TO THE VILLAGE OF TINLEY PARK**

TO:

Jim Moustis  
Frankfort Township Supervisor  
7516 Windmill Drive  
Frankfort, IL 60423

Nick George  
Frankfort Township Trustee  
19514 Cherry Street  
Mokena, IL 60448

Bill Carlson  
Frankfort Township Highway Commissioner  
10821 Ashford Avenue  
Frankfort, IL 60423

Greg Griffin  
Frankfort Township Trustee  
111 Oak Street  
Frankfort, IL 60423

Nella Piccolin  
Frankfort Township Clerk  
682 Brookside Lane  
Frankfort, IL 60423

Dave Smith  
Frankfort Township Trustee  
20018 S. Graceland Lane  
Frankfort, IL 60423

Township Supervisor  
Township Clerk  
Members of the Board of Town Trustees and  
Highway Commissioner  
Frankfort Township  
11100 W. Lincoln Highway  
Frankfort, IL 60423

Laura Miroballi  
Frankfort Township Trustee  
8618 Bantry Boulevard  
Tinley Park, IL 60487

being all of the Officials and Trustees of the Frankfort Township Board of Town Trustees, Commissioner of Highways, Township Supervisor and Township Clerk, Cook County and Will County, Illinois.

As attorney for and as authorized by the Corporate Authorities of the Village of Tinley Park, **NOTICE IS HEREBY GIVEN** that the Village of Tinley Park, Cook and Will Counties, Illinois, is considering the annexation of the territory hereinafter described pursuant to the provisions of Article 7, Division 1, of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.) and that such annexation will take place not less than ten days after the service of this notice on you. The Board intends to hold a public hearing on an annexation agreement and consider the annexation of territory described below (including adjacent highway under the jurisdiction of Frankfort Township) at a meeting to be held in the Village Board Room, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, at 8:00 p.m., on Tuesday, November 3, 2015. The real estate is described as follows:

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

P.I.N.: Part of 19-09-02-200-014 (unsubdivided)

Commonly Known As: Property at the Northwest corner of the intersection of 185<sup>th</sup> Street and 80<sup>th</sup> Avenue, which property consists of approximately 1.51 acres in unincorporated Frankfort Township, Will County, Illinois, together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1.

The consideration of whether the subject property should be annexed to the Village of Tinley Park may be continued from time to time without any further notice, except as otherwise may be required by The Illinois Open Meetings Act.

This Notice is being given pursuant to the provisions of Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1) to the extent that such Section requires such notice.

Respectfully submitted,

A handwritten signature in black ink that reads "Michael Marris". The signature is written in a cursive style with a large initial "M".

Michael A. Marris, Village Attorney

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF C O O K    )

I, Michael A. Marrs, being first duly sworn, deposes and says on oath that I did cause the foregoing notice to be served on the persons named above, and each of them, by mailing true and correct copies of the notice by certified mail at the addresses set forth below their names this 20th day of October, 2015, at 5:00 p.m., by depositing the copies in the United States Mail at 20 N. Wacker, Chicago, Illinois, 60606, certified, return receipt requested, postage prepaid.

\_\_\_\_\_

Subscribed and Sworn to  
before me this 20th day  
of October, 2015.

\_\_\_\_\_  
Notary Public

**ORDINANCE NO. 2015-O-049**

**ORDINANCE REZONING UPON ANNEXATION PROPERTY LOCATED AT  
8045 W. 185<sup>TH</sup> STREET FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO  
M-1 GENERAL MANUFACTURING ZONING DISTRICT**

**WHEREAS**, the Corporate Authorities have entered into an annexation agreement (the “Annexation Agreement”) with Green Wave Capital Corporation (the “Owner”) and Speedway Eat, LLC (the “Developer”); and

**WHEREAS**, pursuant to said Annexation Agreement, a petition for rezoning for certain real estate annexed pursuant to the Agreement, as set forth below, has been filed with the Village Clerk of this Village by Developer on behalf of Owner, and has been referred to the Long Range Plan Commission of this Village, and has been processed in accordance with the Tinley Park Zoning Ordinance, as amended; and

**WHEREAS**, said Plan Commission of this Village held a public hearing on September 3, 2015, on whether the requested rezoning should be granted, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, public notice in the form required by law was given of said public hearing by publication not more than 30 days nor less than 15 days prior to said hearings in The Daily Southtown, a newspaper of general circulation within this Village, there being no newspaper published in this Village; and

**WHEREAS**, the Long Range Plan Commission of this Village has filed its report of findings and recommendations that the proposed rezoning be granted with this President and Board of Trustees, and this Board of trustees has duly considered said report and findings and recommendations.

**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 report and findings and recommendations of the Long Range Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely as if fully recited herein at length. This Board of Trustees finds that the proposed rezoning is in the public good and in the best interests of the Village and its residents, and is consistent with and fosters the purposes and spirit of the Tinley Park Zoning Ordinance as set forth in Section I,B thereof. Said rezoning is also in accordance with the provisions of the comprehensive land use plan of the Village.

**Section 2:** That the Tinley Park Zoning Ordinance, as amended, be further amended by classifying and rezoning the property legally described below, said property having been annexed into the Village, from the R-1 Single Family Residential District to the M-1 General Manufacturing District under the Tinley Park Zoning Ordinance, as amended:

**THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.**

**P.I.N.: Part of 19-09-02-200-014 (a part of)  
Commonly Known As: 8045 W. 185<sup>th</sup> Street (a part of)**

**Section 3:** That the zoning map of the Village of Tinley Park, Cook and Will Counties, Illinois, be amended so as to be in conformance with granting of the rezoning as aforesaid.

**Section 4:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

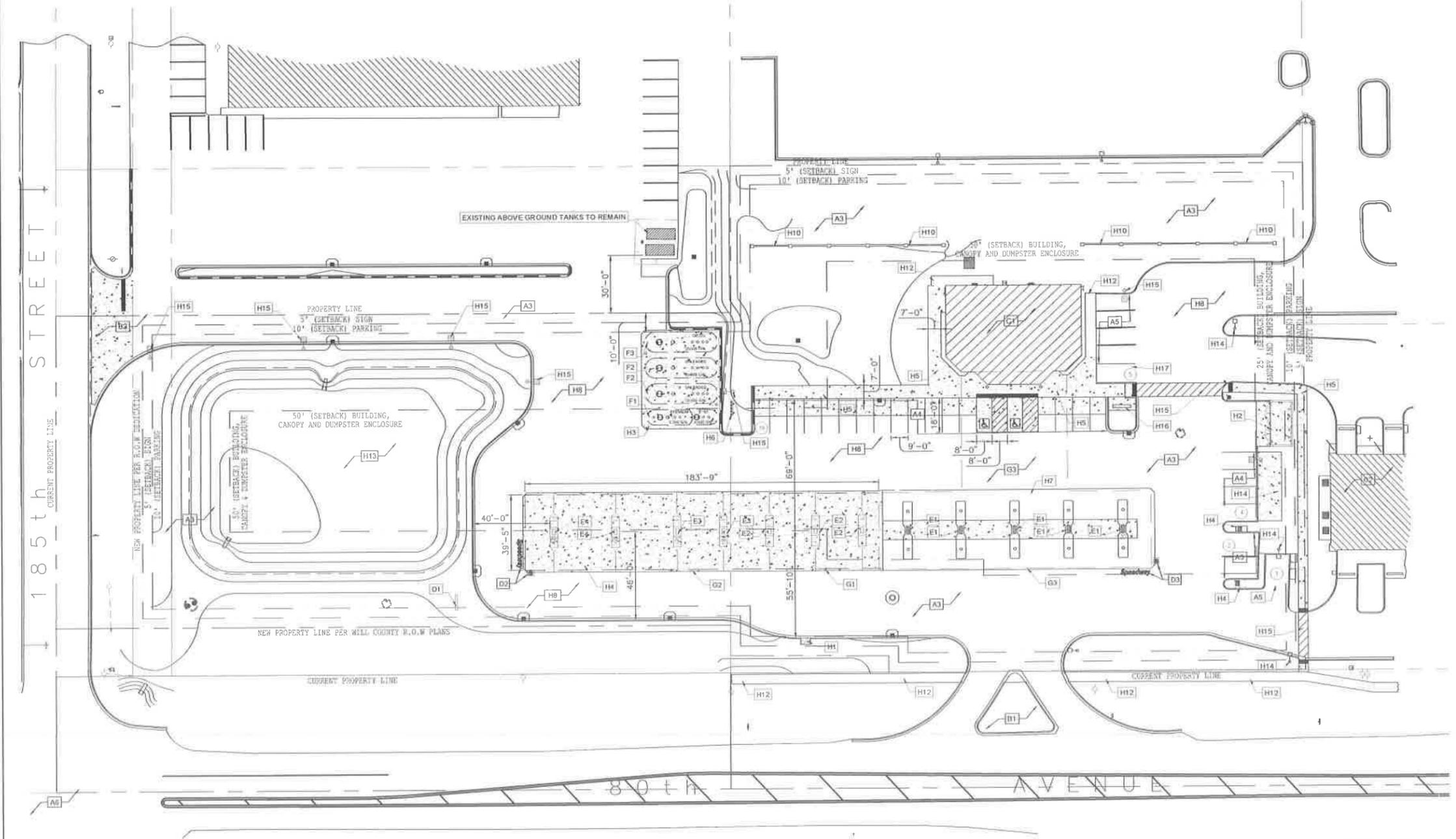
**ABSENT:** \_\_\_\_\_

**APPROVED** by the President of the Village of Tinley Park on the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

**ATTEST:**

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



- ALL ITEMS NEW UNLESS OTHERWISE NOTED
- A GENERAL NOTES
- GENERAL SCOPE OF WORK INCLUDES: AUTO CANOPY EXPANSION, FUEL TANKS, PUMP DISPENSERS, PARKING, TRASH ENCLOSURE & HIGH FLOW DIESEL DISPENSERS
  - TRUCK TURNS HAVE BEEN PERFORMED ON THIS SITE TO CONFIRM LOCATION OF UTILITY AND CULS PLEASE SEE SHEET CR (CIRCULATION PLAN) FOR DETAILS
  - EXISTING C-STORE AND CARWASH PROPERTY SIZE: 101,430.2725 SQ. FT. ± / 2.328 AC ±  
ADDITIONAL PROPERTY SIZE: 65,824.2327 SQ. FT. ± / 1.51 AC ±  
TOTAL PROPERTY SIZE: 144,754.5052 SQ. FT. ± / 3.323 AC ±  
RESIDUAL PROPERTY SIZE: 130,975.3333 SQ. FT. ± / 3.01 AC ±
  - MODIFIED AND NEW PARKING SPACES: (2) ADA PARKING SPACES & (22) PARKING SPACES
  - (7) EXISTING PARKING SPACES TO REMAIN, WHICH INCLUDE 3 VACUUM STATIONS
  - THE ADJACENT INTERSECTION IS UNSIGNALIZED
- B SITE WORK
- EXISTING ASPHALT DRIVE APPROACH WITH MINOR MODIFICATIONS
  - DRIVE APPROACH
- C BUILDING
- EXISTING C-STORE BUILDING TO REMAIN (NO WORK)
  - EXISTING CAR WASH BUILDING TO REMAIN (NO WORK)
  - EXTERIOR APPEARANCE & SIGNAGE
- GROUND MOUNT SIGN (PER CODE 120 SQ. FT. @ 10' HIGH)
  - CANOPY SIGNAGE
  - EXISTING CANOPY SIGNAGE TO REMAIN
- E DISPENSERS
- (5) EXISTING AUTO DISPENSERS UNDER CANOPY TO REMAIN
  - (3) 3+0 DISPENSERS, SUMPS, AND ISLANDS
  - (2) 3+1 DISPENSERS, SUMPS AND ISLANDS
  - (2) HIGH FLOW DIESEL DISPENSERS, SUMPS, & ISLAND
- F UNDERGROUND STORAGE TANKS
- (1) 12,000 GALLON TANK FOR PREMIUM & E-85
  - (2) 20,000 GALLON TANK FOR UNLEADED
  - (1) 20,000 GALLON TANK FOR DIESEL
- G CANOPY
- EXTEND EXISTING AUTO CANOPY 182'-5" ± TO ACCOMMODATE ADDITIONAL DISPENSERS
  - INSTALL CANOPY SPRINKLER SYSTEM
  - EXISTING CANOPY TO REMAIN
- H YARD
- IRRIGATION
  - TRASH ENCLOSURE
  - CONCRETE TANK SLAB
  - EXISTING VACUUM STATIONS TO REMAIN
  - CONCRETE SIDEWALK
  - TANK VENTS
  - EXISTING CONCRETE UNDER CANOPY TO REMAIN
  - ASPHALT PAVEMENT
  - EXISTING CURB ELEMENT TO REMAIN
  - EXISTING BRICK WALL TO REMAIN
  - CURB/PROWALK MODIFICATION FOR CIRCULATION PATH
  - EXISTING SIDEWALK TO REMAIN
  - DETENTION AREA
  - OUTDOOR DISPLAY AREA 12' X 35'
  - PEDESTRIAN PATH STRIPING
  - BASE RACK
  - REPLACE EXISTING SIGN WITH PARKING



**Speedway®**  
 Prepared By:  
 Speedway Engineering and Construction Dept.  
 Elyria, OH 44025

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	08/19/15
2	ISSUED FOR PERMITS	08/19/15
3	ISSUED FOR PERMITS	08/19/15
4	ISSUED FOR PERMITS	08/19/15
5	ISSUED FOR PERMITS	08/19/15
6	ISSUED FOR PERMITS	08/19/15
7	ISSUED FOR PERMITS	08/19/15
8	ISSUED FOR PERMITS	08/19/15
9	ISSUED FOR PERMITS	08/19/15
10	ISSUED FOR PERMITS	08/19/15
11	ISSUED FOR PERMITS	08/19/15
12	ISSUED FOR PERMITS	08/19/15
13	ISSUED FOR PERMITS	08/19/15
14	ISSUED FOR PERMITS	08/19/15
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25	ISSUED FOR PERMITS	08/19/15
26	ISSUED FOR PERMITS	08/19/15
27	ISSUED FOR PERMITS	08/19/15
28	ISSUED FOR PERMITS	08/19/15
29	ISSUED FOR PERMITS	08/19/15
30	ISSUED FOR PERMITS	08/19/15

ZONING SITE PLAN  
 DIESEL EXPANSION  
 18460 80TH AVENUE  
 WILL COUNTY  
 TINLEY PARK, IL

STORE OR BLDG. NO. #0001413  
 SECTION OR AFE. NO. #85926  
 SCALE: 1" = 30'-0"  
 DESIGN TEAM DATE  
 DESIGNER: K. STRNAD 08/19/15  
 PROJECT MGR: J. COUCH 08/19/15  
 DRAWN: C. KAUSCHEFSKI 08/19/15  
 DRAWING NO. #1413-CZ.1

**ORDINANCE NO. 2015-O-050**

**ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A  
SUBSTANTIAL DEVIATION FROM THE TINLEY CROSSINGS CORPORATE  
CENTER PLANNED DEVELOPMENT FOR PROPERTIES LOCATED AT  
18460 S. 80<sup>TH</sup> AVENUE AND 8045 W. 185<sup>TH</sup> STREET**

**WHEREAS**, the Corporate Authorities have entered into an annexation agreement (the “Annexation Agreement”) with Green Wave Capital, LLC (the “Owner”) and Speedway Eat, LLC (the “Developer”), which Agreement was approved pursuant to Ordinance No. 2015-O-048; and

**WHEREAS**, pursuant to said Annexation Agreement, a petition for the granting of a substantial deviation to an existing planned unit development, as amended (the “Existing PUD”), concerning certain real property, as legally described in Exhibit A attached hereto and made a part hereof (the “Subject Property”), has been filed with the Village Clerk of this Village by Developer on behalf of Owner and has been referred to the Plan Commission of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance, as amended; and

**WHEREAS**, said Plan Commission of this Village held a public hearing on September 3, 2015, on whether the requested substantial deviation should be granted, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, public notice in the form required by law was given of said public hearing by publication not more than 30 days nor less than 15 days prior to said hearings in The Daily Southtown, a newspaper of general circulation within this Village, there being no newspaper published in this Village; and

**WHEREAS**, the Plan Commission of this Village has filed its report of findings and recommendations that the substantial deviation be granted with this President and

Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations.

**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 report of findings and recommendations of the Plan Commission of this Village is herein incorporated by reference as the findings of this Board of Trustees, as completely as if fully recited herein at length. This Board of Trustees finds that the proposed granting of a substantial deviation to the Existing PUD relative to the Subject Property is in the public good and in the best interests of the Village and its residents, and is consistent with and fosters the purposes and spirit of the Tinley Park Zoning Ordinance as set forth in Section I,B thereof. Said granting of a substantial deviation to the Existing PUD is also in accordance with the provisions of the comprehensive land use plan of the Village.

**Section 2:** In addition to the findings set forth in Section 1 hereof, this Board of Trustees further finds, in relation to the proposed substantial deviation to the Existing PUD, as follows:

- (A) Except as provided herein, the remainder of the Existing PUD shall remain unchanged.
- (B) The Subject Property includes a 1.51 acre parcel recently annexed to the Village pursuant to Ordinance No. 2015-O-048 (the “Annexed Parcel”), within the Village of Tinley Park in Will County, Illinois and located at the northwest corner of the intersection of 185<sup>th</sup> Street and 80<sup>th</sup> Avenue, along with two (2) parcels (the “Existing Gas Station Parcels”) already owned by Developer within the Existing PUD and currently improved with a gas station and car wash, all as legally described in **Exhibit A**. The Subject Property is the type contemplated in Section X, J, 1 of the Tinley Park Zoning Ordinance.

- (C) The Owner and Developer propose to bring the Annexed Parcel within the Existing PUD and to consolidate it with the Existing Gas Station Parcels, in order to expand the gas station and to develop the Subject Property consistent with the previously approved "Development Agreement – Mark Vandenberg – Tinley Crossings Corporate Center Planned Unit Development" dated February 24, 1998 (the "Original Development Agreement"), as amended, the Existing PUD, as amended, the Annexation Agreement, and a site plan submitted by Developer for the Subject Property.
- (D) The Owner and Developer have demonstrated that the establishment, maintenance, and operation of the Subject Property, including the Annexed Parcel, pursuant to a special use as a part of the Existing PUD will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Improvements proposed as part of the Gas Station Expansion will bring portions of the existing gas station into conformity with the Village Code, additional landscaping is being provided and will serve as additional screening of the automotive uses, and no video gaming will take place on site without future Village Board approval. The development of the Subject Property as part of the Existing PUD will be further governed by the Annexation Agreement and Original Development Agreement.
- (E) The Owner and Developer have demonstrated that the establishment of the special use on the Subject Property, including the Annexed Parcel, as a substantial deviation to the Existing PUD 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 Existing Gas Station Parcels have been used for gas station purposes since 1999, and the proposed improvements on the Subject Property include additional landscaping, an additional point of access, improved aesthetics and additional greenspace within the Expanded Gas Station Facility.
- (F) The Owner and Developer have demonstrated that the establishment of the Special Use on the Subject Property, including on the Annexed Parcel, will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. The Existing Gas Station Parcels have been used for gas station purposes since 1999. The majority of property in the immediate vicinity is developed, and development of much of the surrounding property within the Village of Tinley Park is subject to the Original Development Agreement and Existing PUD.
- (G) The Owner and Developer have demonstrated that adequate utilities, access roads, drainage, and/or other necessary facilities have been or are

being provided. The proposed improvements have been reviewed by the Village Engineer, and these subjects are addressed and provided for, to the extent necessary, in the Annexation Agreement.

- (H) The Owner and Developer have demonstrated 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. An additional point of access to the Subject Property is provided at 185<sup>th</sup> Street, future ROW improvements on 80<sup>th</sup> Avenue have been taken into consideration, and access easements and ingress/egress have been addressed in the Annexation Agreement.
- (I) The Owner and Developer have demonstrated that the special use in all other respects conforms 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. Exceptions related to development of the Expanded Gas Station Facility are hereby granted as follows:
  - 1. Exception to the required lot area minimum for the M-1 District (3.84 acres provided; 5 acres required);
  - 2. Exception to the required lot depth minimum for the M-1 District (180' provided; 200' required); and
  - 3. Exception to the front yard setback for the Urban Design Overlay District (54' provided; 20' maximum allowed).

**Section 3:** A substantial deviation to the PUD is hereby granted to authorize the inclusion of the Subject Property within the Existing PUD, as prescribed in Section X, J, 1 of the Tinley Park Zoning Ordinance, subject to and conditioned upon the following:

- (A) The Subject Property is developed substantially in accordance with the site plan for the Subject Property, which is attached hereto as **EXHIBIT B**, which plan is entitled "Store No. 1413 – Diesel Expansion" prepared by Corporate Design + Development Group, LLC on behalf of Speedway, LLC and dated as of 1.19.15, as last revised on 8.27.15 or as may be subsequently amended and approved by the Village, which site plan, subject to any further agreed amendments or revisions, is hereby approved as the site plan for the proposed Gas Station Expansion.
- (B) All construction is in accordance with the requirements of the Village Building Code.

- (C) The Owner and Developer are at all times in compliance with the provisions of the Annexation Agreement relative to the Subject Property authorized and approved by this Village President and Board of Trustees, as well as the Original Development Agreement.
- (D) Final staff approval of a landscape plan for the Expanded Gas Station Facility.
- (E) Final staff approval of a sign plan for the Expanded Gas Station Facility.
- (F) Withdrawal of the State Gaming License for video gaming on the Expanded Gas Station Facility submitted by Developer for this location.
- (G) Neither Owner or Developer, nor any successor in interest to the Subject Property and Existing or Expanded Gas Station Facility properties, shall apply for or otherwise seek a video gaming license from the State of Illinois or provide or otherwise allow video gaming at the Subject Property and/or Existing or Expanded Gas Station Facility. Developer may request, and the Village shall consider, an amendment to this condition should video gaming be approved on similarly situated gas station properties within the Village.

**Section 4:** In addition to the foregoing, the granting of the substantial deviation to the Existing PUD shall be subject to compliance with any conditions and restrictions imposed by the Village upon the Subject Property consistent with the terms and conditions of the Annexation Agreement, and any approved site plans for the Subject Property, as well as final engineering plans approved by the Village, to assure compliance with the above standards, to reduce or minimize the effect of the substantial deviation upon other properties in the neighborhood, and to better carry out the general intent of the Tinley Park Zoning Ordinance. In the event of non-compliance, said permit shall be subject to revocation by appropriate legal proceedings.

**Section 5:** That the zoning map of the Village of Tinley Park, Cook and Will Counties, Illinois, be amended, as necessary, so as to be in conformance with inclusion

of the Subject Property within the PUD in conformance with the substantial deviation to the PUD.

**Section 6:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**PASSED** 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** by the President of the Village of Tinley Park on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

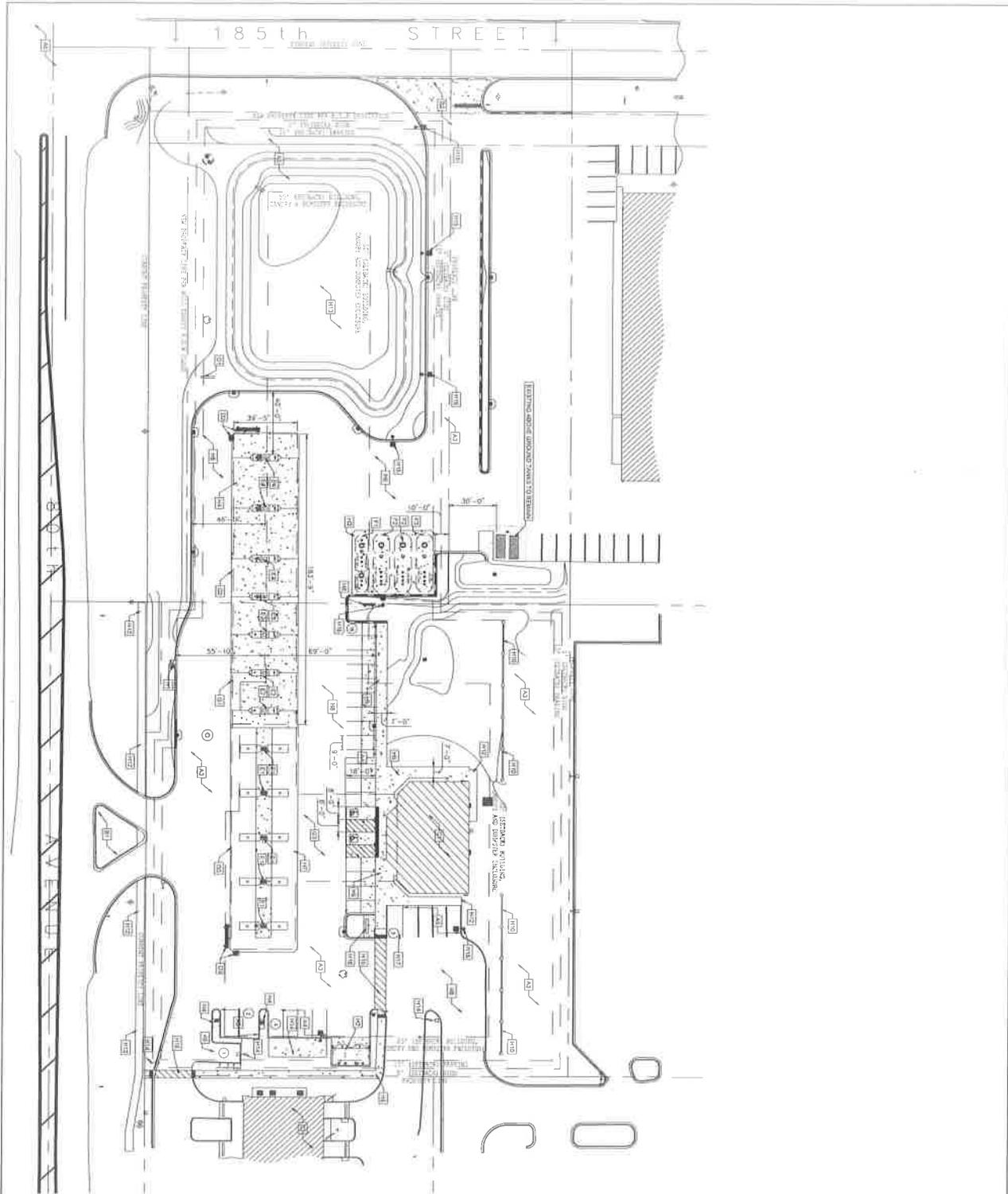
\_\_\_\_\_  
Village Clerk

**EXHIBIT A:  
SUBJECT PROPERTY LEGAL DESCRIPTION**

**PARCEL 1**

THE EAST 248.07 FEET OF THE SOUTH 350.00 FEET, EXCEPT THE EASTERLY 60 FEET THEREOF, OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

**EXHIBIT B**  
**SITE PLAN**  
**(ATTACHED)**



- 1. GENERAL NOTES:**
1. REVIEW ALL CITY ORDINANCES AND ZONING ORDINANCES (E.G. SIGN PERMITS, PERMITS, ETC.) BEFORE CONSTRUCTION.
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
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  15. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  16. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  17. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  18. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  19. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.
  20. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE ILLINOIS CONSTRUCTION CODE.

**PROJECT #0001413**  
**ADDRESS #88926**  
 DATE: 07/17/13  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

**ZONING SITE PLAN**  
**DIESEL EXPANSION**  
 18480 80TH AVENUE  
 WILL COUNTY  
 TINLEY PARK, IL

NO.	REVISION	DATE
1	ISSUE FOR PUBLIC REVIEW	07/17/13
2	FOR CITY REVIEW	07/17/13
3	FOR CITY REVIEW	07/17/13
4	FOR CITY REVIEW	07/17/13
5	FOR CITY REVIEW	07/17/13
6	FOR CITY REVIEW	07/17/13
7	FOR CITY REVIEW	07/17/13
8	FOR CITY REVIEW	07/17/13
9	FOR CITY REVIEW	07/17/13
10	FOR CITY REVIEW	07/17/13



**CDG CORPORATE REGION & DEVELOPMENT GROUP, LLC**  
 18480 80TH AVENUE  
 TINLEY PARK, IL 60488  
 (708) 261-1000  
 WWW.CDG-CORP.COM

**RESOLUTION NO. 2015-R-041**

**RESOLUTION APPROVING A PLAT OF SUBDIVISION (CONSOLIDATION) FOR  
THE PROPERTIES LOCATED AT 8045 W. 185<sup>TH</sup> STREET  
AND 18460 S. 80<sup>TH</sup> AVENUE (SPEEDWAY)**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a Plat of Subdivision (Consolidation) for properties located at 8045 W. 185<sup>th</sup> Street and 18460 S. 80<sup>th</sup> Avenue (the "Plat"), submitted by the developer, Speedway, for the purposes of developing an expansion to an existing automobile service station, rezoning certain properties, and amending the Tinley Crossing Planned Unit Development to include this new development. A true and correct copy of the Plat is attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Plat be approved and accepted.

**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 Plat be executed by said Village of Tinley Park, 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 Plat.

**Section 4:** The Plat attached hereto as EXHIBIT 1 entitled "Plat of Subdivision" is hereby adopted and approved.

**Section 5:** This Resolution shall be in full force and effect upon its adoption and approval.

**ADOPTED** the 3<sup>rd</sup> day of November, 2015, by the following roll call vote:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 3<sup>rd</sup> day of November, 2015.

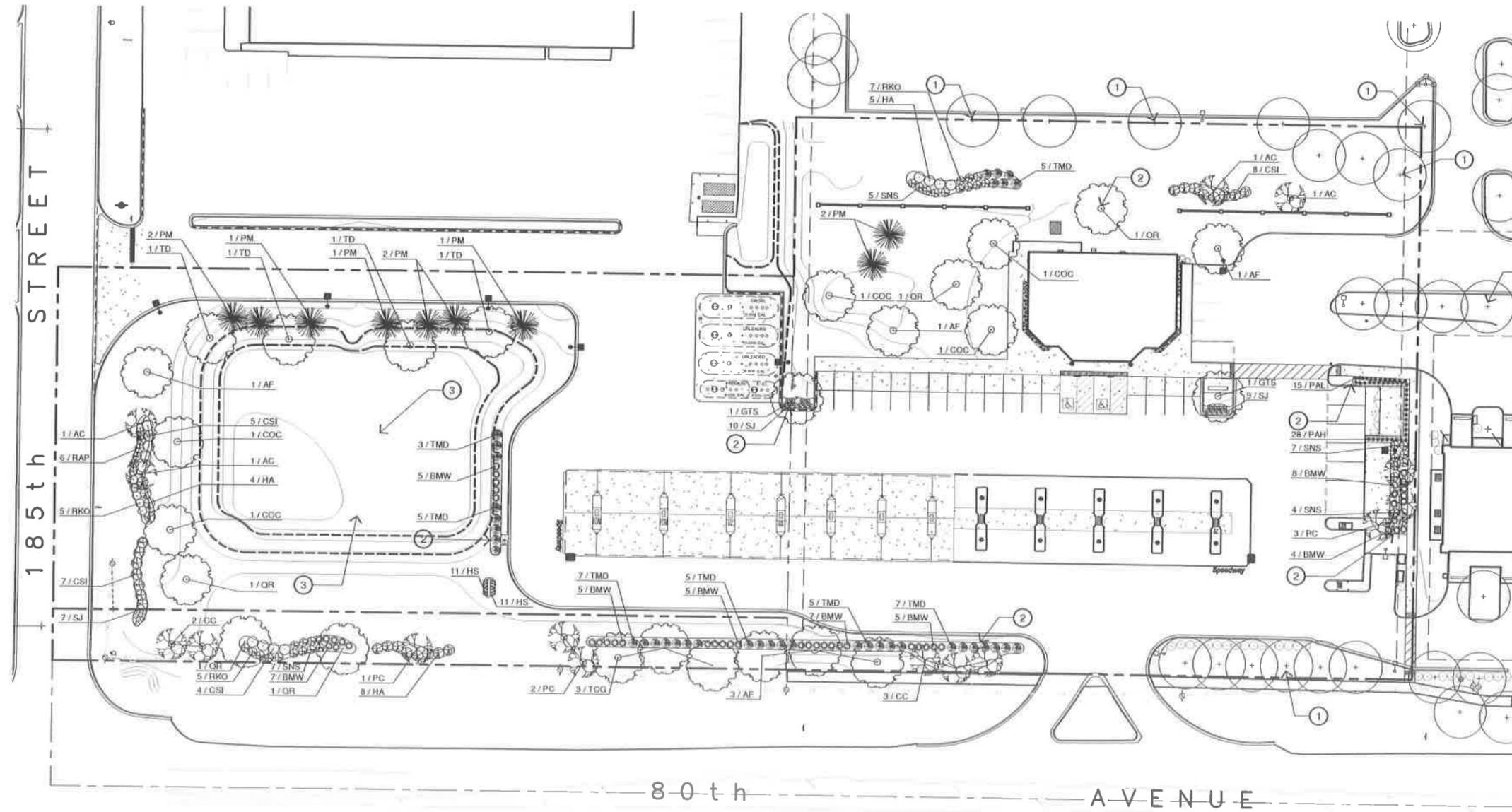
---

President

**ATTEST:**

---

Village Clerk



Notes

1. Denote location of existing tree to remain. Protect during Construction. (See Existing Tree Plan)
2. Remove all dirt encountered within bed limits and haul from site. Fertilize and install 3" minimum layer of double shredded hardwood bark mulch in all planting beds and tree rings. (See Specifications)
3. Detention Area Plantings. (See Civil Engineering Plans)

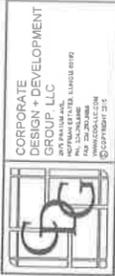
General Notes:

Fine grade, fertilize, seed and blanket all disturbed areas. (See Specifications)

Plant List & Key

Key	Botanical Name (Common Name)	Size	Quantity
<b>Shade Trees</b>			
AF	<i>Acer freemanii</i> 'Autumn Blaze' (Autumn Blaze Maple)	2 1/2"	6
COC	<i>Celtis occidentalis</i> 'ChicagoLand' (ChicagoLand Hackberry)	2 1/2"	5
GTS	<i>Gleditsia triacanthos</i> 'Skyline' (Skyline Honeylocust)	2 1/2"	2
QR	<i>Quercus rubra</i> (Red Oak)	2 1/2"	5
TD	<i>Taxodium distichum</i> (Black Cypress)	2 1/2"	4
TCG	<i>Tilia cordata</i> 'Greenspire' (Greenspire Linden)	2 1/2"	3
<b>Evergreen Trees</b>			
PM	<i>Pseudotsuga menziesii</i> (Douglas Fir)	2 1/2"	8
<b>Ornamental Trees</b>			
AC	<i>Amelanchier canadensis</i> (Shadblow Serviceberry)	2 1/2"	7
PC	<i>Pyrus calleryana</i> 'Chanticleer' (Chanticleer Callery Pear)	2 1/2"	5
CC	<i>Cercis canadensis</i> (Eastern Redbud)	2 1/2"	5
<b>Deciduous Shrubs</b>			
CSI	<i>Cornus sericea</i> 'Isanti' (Isanti Redtwig Dogwood)	36"	16
HA	<i>Hydrangea arborescens</i> (Smooth Hydrangeas)	24"	12
RAP	<i>Ribes alpinum</i> 'Green Mound' (Green Mound Alpine Currant)	24"	6
RKO	<i>Rosa</i> 'Knockout' (Knockout Rose)	24"	10
SJ	<i>Spiraea japonica</i> 'Little Princess' (Little Princess Spiraea)	24"	17
SNS	<i>Spiraea nipponica</i> 'Snowmound' (Snowmound Spiraea)	24"	18
<b>Evergreen Shrubs</b>			
BMW	<i>Buxus microphylla</i> 'Wintergreen' (Wintergreen Boxwood)	24"	42
TMD	<i>Taxus s. media</i> 'Densaiomaris' (Dense Angelpop Yew)	24"	37
<b>Perennials and Grasses</b>			
ACV	<i>Astilbe chinensis</i> 'Visions' (Visions False Spirea)	1 Gal.	16
HCA	<i>Hemistictalis</i> 'Chicago Apache' (Chicago Apache Daylily)	1 Gal.	17
HS	<i>Hemerocallis</i> 'Stella de Oro' (Stella-de-Oro Daylily)	1 Gal.	22
HAP	<i>Heuchera americana</i> 'Pewter Moon' (Pewter Moon American Alumroot)	1 Gal.	26
HF	<i>Hosta flammula</i> 'Fountain' (Fountain Hosta)	1 Gal.	7
PAH	<i>Pennisetum alopecuroides</i> 'Hamlet' (Dwarf Fountain Grass)	1 Gal.	35
PAL	<i>Perovskia atriplicifolia</i> 'Little Spire' (Little Spire Russian Sage)	1 Gal.	24

The quantities listed above are for reference only. The Contractor is responsible for confirming all quantities based on the plant materials shown and identified on the Landscape Plan.



**Speedway**  
 Prepared by:  
 Speedway Land Construction Dept.  
 Elyria, OH 44033

DATE	REVISION	BY	DATE
10-15-15	ISSUED FOR PERMITS	JK	10-15-15
10-15-15	REVISIONS TO VILLAGE PER COMMENTS	JK	10-15-15
10-15-15	REVISIONS TO VILLAGE PER COMMENTS	JK	10-15-15
10-15-15	UPDATE PER VILLAGE COMMENTS	JK	10-15-15

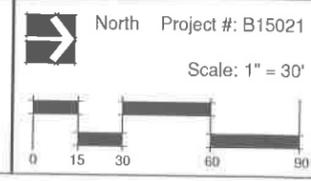
LANDSCAPE PLAN  
 DIESEL EXPANSION  
 18460 80TH AVENUE  
 WILL COUNTY  
 TINLEY PARK, IL

STORE OR REVISIONS: #0001413

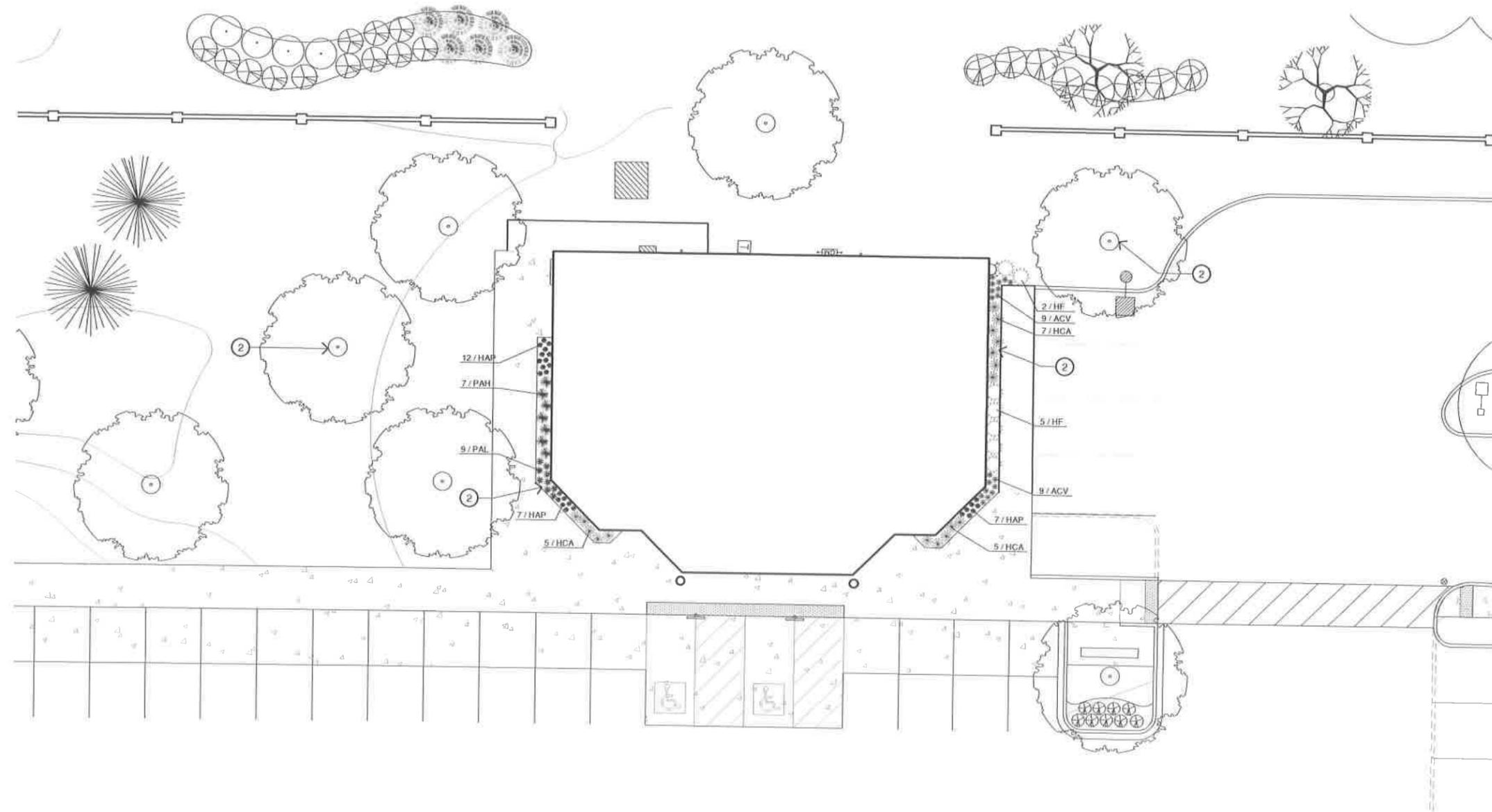
VERSION OR AFE NO.: #85926

DESIGN TEAM	DATE
DGNL K. STRNAD	01/19/15
PHOL J. COUCH	01/19/15
RVR C. KALISCHESKI	01/19/15

DRWG NO. #1413-LP.1



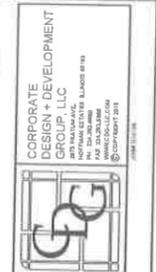
**BDG**  
**Brusseau Design Group, LLC**  
 Landscape Architecture • Land Planning • Recreational Planning & Design  
 2675 Pratum Avenue, Hoffman Estates, IL 60192



**Notes**

1. Denotes location of existing tree to remain. Protect during construction.
2. Remove all turf encountered within bed limits and haul from site. Finish and install 2" minimum layer of double shredded hardwood bark mulch in all planting beds and tree rings. (See Specifications)

**General Notes:**  
 Fine grade, fertilize, seed and blanket all disturbed areas. (See Specifications)



**Speedway**  
 Landscape Architecture and Construction Dept.  
 2675 Prater Avenue, Hoffman Estates, IL 60192

NO.	REVISION	DATE
1	REVISION TO VILLAGE PER COMMENTS	10-06-15
2	REVISION TO VILLAGE PER COMMENTS	10-13-15
3	REVISION TO VILLAGE PER COMMENTS	10-13-15
4	REVISION TO VILLAGE PER COMMENTS	10-13-15
5	REVISION TO VILLAGE PER COMMENTS	10-13-15
6	REVISION TO VILLAGE PER COMMENTS	10-13-15
7	REVISION TO VILLAGE PER COMMENTS	10-13-15
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11	REVISION TO VILLAGE PER COMMENTS	10-13-15
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14	REVISION TO VILLAGE PER COMMENTS	10-13-15
15	REVISION TO VILLAGE PER COMMENTS	10-13-15
16	REVISION TO VILLAGE PER COMMENTS	10-13-15
17	REVISION TO VILLAGE PER COMMENTS	10-13-15
18	REVISION TO VILLAGE PER COMMENTS	10-13-15
19	REVISION TO VILLAGE PER COMMENTS	10-13-15
20	REVISION TO VILLAGE PER COMMENTS	10-13-15

This drawing is the property of Speedway and is not to be used or reproduced without expressed written consent of Speedway.

**DETAILED LANDSCAPE PLAN**  
**DIESEL EXPANSION**  
 18460 80TH AVENUE  
 WILL COUNTY  
 TINLEY PARK, IL

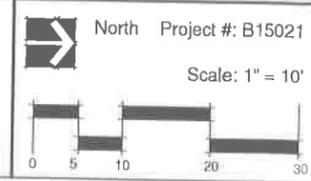
STORE OR BLDG NO. #0001413

VERSION OR AFE NO. #85926

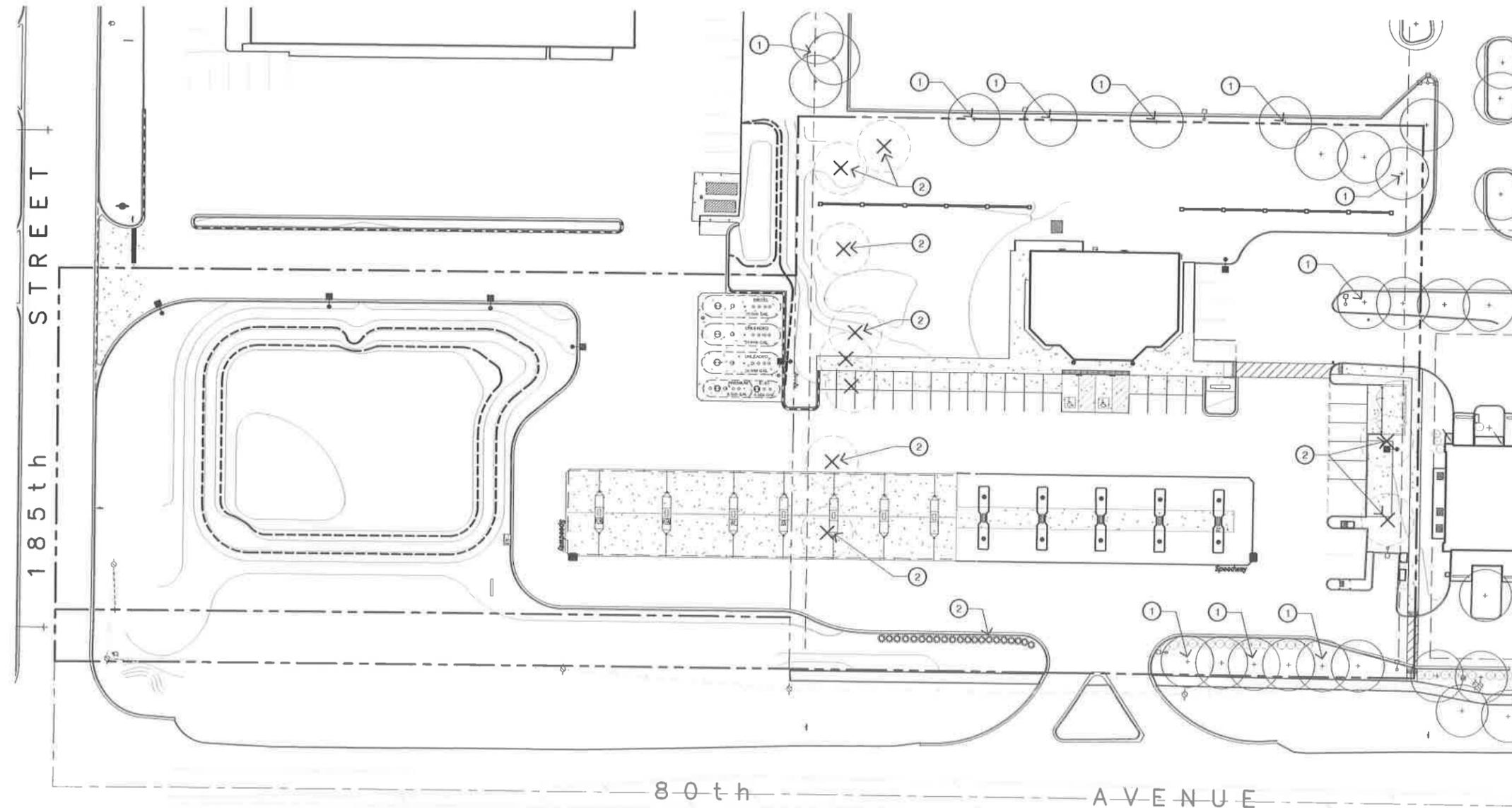
SCALE: 1" = 10'

DESIGN TEAM	DATE
DGNR. K. STRNAD	01/19/15
PRJL. J. COUEN	01/19/15
RVR. C. KALISCHESKI	01/19/15

SHWING NO. #1413-LP.2

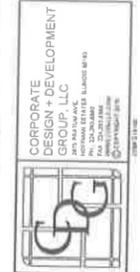


**BDG**  
**Brusseau Design Group, LLC**  
 Landscape Architecture • Land Planning • Recreational Planning & Design  
 2675 Prater Avenue, Hoffman Estates, IL 60192



**Notes**

1. Denotes location of existing tree to remain. Protect during Construction.
2. Denotes location of existing tree to be removed, including root package and haul from the site.



**Speedway**  
Proposed by:  
Speedway, Inc. Construction Dept.  
Elyria, OH 44024

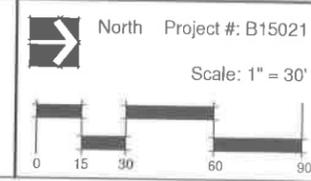
NO.	DATE	REVISIONS
1	10-13-15	REDESIGNED TO ACCOMMODATE COMMENTS
2	11-13-15	REDESIGNED TO ACCOMMODATE COMMENTS
3	12-13-15	REDESIGNED TO ACCOMMODATE COMMENTS
4	01-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
5	02-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
6	03-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
7	04-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
8	05-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
9	06-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
10	07-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
11	08-13-16	REDESIGNED TO ACCOMMODATE COMMENTS
12	09-13-16	REDESIGNED TO ACCOMMODATE COMMENTS

**EXISTING TREE PLAN**  
**DIESEL EXPANSION**  
19460 80TH AVENUE  
WILL COUNTY  
TINLEY PARK, IL

SHEET OR BLDG NO. **#0001413**  
VERSION OR A/E NO. **#85926**

DESIGN TEAM	DATE
DGNR. K. STRONAD	01/13/15
PROJ. MGR. J. COUCH	01/13/15
REV. C. KALISCHESKI	01/13/15
DRAWN BY	

#1413- LP.3



**BDG**  
**Brusseau Design Group, LLC**  
Landscape Architecture • Land Planning • Recreational Planning & Design  
2675 Pratum Avenue, Hoffman Estates, IL 60192



**RESOLUTION NO. 2015-R-037**

**RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS AGREEMENT WITH STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586 AT 7777 W. 159<sup>TH</sup> STREET WITHIN THE B-3 GENERAL BUSINESS DISTRICT**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois have considered a Sidewalk and Public Access Easement Agreement (the "Agreement"), between Standard Bank and Trust Company, a Corporation of Illinois, as Trustee under Trust Agreement Dated December 10, 2004 and known as Trust Number 18586 ("Owner") and the Village of Tinley Park, Cook and Will Counties, Illinois, an Illinois Municipal Corporation ("Village"), a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1 and determined that said Agreement is in the best interest of the Village of Tinley Park and its residents.

**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:** The Agreement attached hereto as EXHIBIT 1 entitled "Sidewalk and Public Access Easement Agreement" is hereby adopted and approved.

**Section 5:** This Resolution shall be in full force and effect upon its adoption and approval.

**ADOPTED** the 3<sup>rd</sup> day of November, 2015, by the following roll call vote:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 3<sup>rd</sup> day of November, 2015.

---

President

**ATTEST:**

---

Village Clerk

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS  
COUNTY OF W I L L )

**CLERK'S CERTIFICATE**

I, PATRICK REA, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS AGREEMENT WITH STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586 AT 7777 W. 159<sup>TH</sup> STREET WITHIN THE B-3 GENERAL BUSINESS DISTRICT**

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of November, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of November, 2015.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of November, 2015.

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

**Prepared by and after recording  
return to:**

Thomas J. Canna  
Canna and Canna, Ltd.  
10703 W. 159th St.  
Orland Park, Illinois 60467

### **SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT**

THIS SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (as that term is defined below) by and between **STANDARD BANK & TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586** ("Owner"), and the **VILLAGE OF TINLEY PARK**, Cook and Will Counties, Illinois, an Illinois Municipal Corporation ("Village").

#### **RECITALS:**

A. Owner is the owner of the property legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

B. In order to provide for a public sidewalk in accordance with the Village Ordinances, the owner has asked that a portion of said sidewalk be located on his property; and

C. In accordance with the provisions of the Village's Ordinance 2015-O-037 (*Ordinance Granting a Special Use for Certain Property located at 7777 159<sup>th</sup> Street-Dreamland Academy Day Care Center*) dated August 18, 2015, the Village has required that this Easement Agreement be entered into by the parties hereto; and

D. Owner desires to satisfy the Village's aforesaid requirement by entering into this Agreement.

**NOW, THEREFORE**, in consideration of the above Recitals, which are hereby incorporated herein as material to this Agreement and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **SIDEWALK AND PUBLIC ACCESS EASEMENT GRANT.** Owner hereby grants to the Village, for the use and benefit of the Village and the general public, a nonexclusive sidewalk and public access easement over the portion of the Property legally described on Exhibit B attached hereto and made a part hereof and depicted on Exhibit C attached hereto and

made a part hereof ("Easement"). The Easement is intended solely for the maintenance and use of a sidewalk for pedestrian traffic in compliance with Village ordinances applicable thereto as may be approved or subject to variance with regard to the Property. The Easement grants no right to any person or entity to use of the space or area under the sidewalk constructed in the Easement except as may be expressly granted by separate written agreement. The Village will maintain said sidewalk at its expense, without contribution from the Owner except as otherwise agreed.

2. **NOTICES.** All notices or communications herein required or that a party hereto desires to give to the other ("notice" or "notices") shall be in writing and sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) nationally recognized overnight courier service that provides a receipt. In either case, notices shall be sent to the following addresses (or such other addresses as the parties may give notice of hereunder):

If to Owner: Marie T. Manny  
19408 South Hunter Trail  
Mokena, IL 60448

With a copy to: Canna and Canna, Ltd.  
Attn: Thomas J. Canna  
10703 W. 159th St.  
Orland Park, IL 60467

If to the Village: Village of Tinley Park  
Attn: Village Manager  
16250 S. Oak Park Ave.  
Tinley Park, IL 60477

With a copy to: Klein, Thorpe and Jenkins, Ltd.  
Attn: Terrence M. Barnicle, Village Attorney  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606

Notices sent by certified mail shall be effective three (3) business days after mailing. Notices sent by courier shall be effective one (1) business day after delivery to the courier service.

3. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

4. **HEADINGS.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

5. **MODIFICATION.** This Agreement cannot be changed, modified, waived or discharged except by written agreement signed by the parties hereto.

6. **RECORDING.** This Agreement shall be recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois and Owner shall be responsible for the recording fees.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducement to the signing of this Agreement that are in effect.

8. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective as of October 6, 2015.

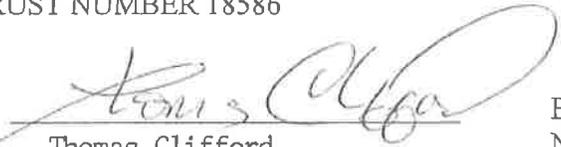
**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed as of the Effective Date.

OWNER:

VILLAGE:

STANDARD BANK & TRUST COMPANY,  
A CORPORATION OF ILLINOIS, AS  
TRUSTEE UNDER TRUST AGREEMENT  
DATED DECEMBER 10, 2004 AND KNOWN  
AS TRUST NUMBER 18586

VILLAGE OF TINLEY PARK, ILLINOIS

By: 

Name: Thomas Clifford

Its: SRVP & SRTO

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

Name: David G. Seaman

Its: President

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

ATTEST:

\_\_\_\_\_  
Patrick E. Rea, Village Clerk

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Thomas Clifford, personally known to me to be the SRVP & SRTO of STANDARD BANK & TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is authorized to and has signed and delivered said instrument as his free and voluntary act and the free and voluntary act of STANDARD BANK & TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 2004 AND KNOWN AS TRUST NUMBER 18586 for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of October, 2015.

Susan J. Zelek  
Notary Public  
My commission expires: \_\_\_\_\_



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman personally known to me to be the President of the Village of Tinley Park, an Illinois municipal corporation, and Patrick E. Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF OWNER'S PROPERTY**

**LEGAL DESCRIPTION:** PARCEL 1: THE WEST 180.0 FEET OF THE NORTH 242.0 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE WEST 180.0 FEET OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, LYING SOUTH OF THE NORTH 242.0 FEET THEREOF AND LYING NORTH OF A LINE BEGINNING AT A POINT IN THE WEST LINE OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, THAT IS 306.95 FEET SOUTH OF THE NORTH LINE OF SAID EAST ½ OF THE NORTHWEST ¼ AND RUNNING THENCE EASTERLY 180.0 FEET TO A POINT THAT IS 308.97 FEET SOUTH OF THE NORTH LINE OF SAID EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**P.I.N. #:** 27-24-101-024-0000, 27-24-101-003-0000

## EXHIBIT B

### LEGAL DESCRIPTION OF SIDEWALK EASEMENT

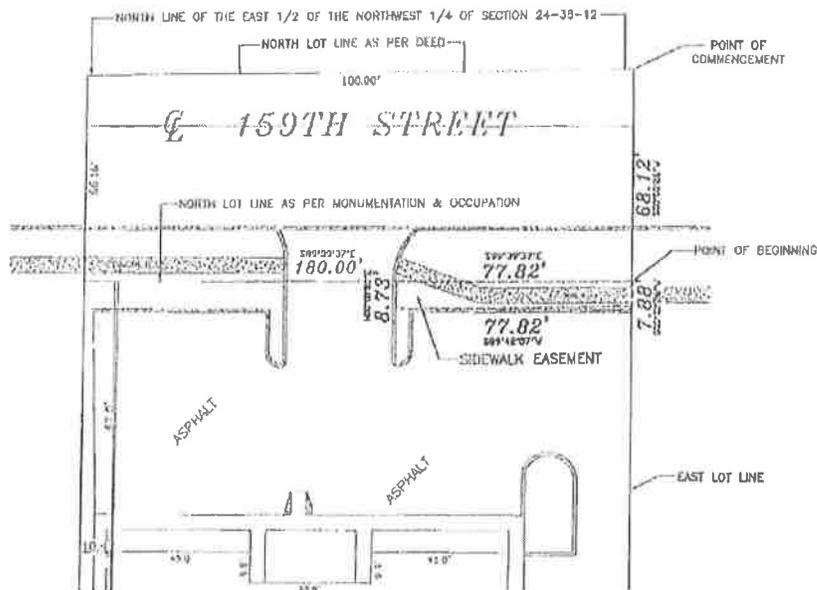
COMMENCING AT THE NORTHEAST CORNER OF THE WEST 180.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE, ON AN ASSUMED BEARING SOUTH 00 DEGREES 00 MINUTES 26 SECONDS WEST A DISTANCE OF 68.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 26 SECONDS WEST A DISTANCE OF 7.88 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 57 SECONDS EAST A DISTANCE OF 77.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 8.73 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 37 SECONDS EAST A DISTANCE OF 77.82 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT C

**SIDEWALK EASEMENT**

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 180.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE ON AN ASSUMED BEARING SOUTH 00 DEGREES 00 MINUTES 28 SECONDS WEST A DISTANCE OF 68.12 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 28 SECONDS WEST A DISTANCE OF 7.88 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 57 SECONDS EAST A DISTANCE OF 77.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 8.73 FEET; THENCE SOUTH 09 DEGREES 39 MINUTES 37 SECONDS EAST A DISTANCE OF 77.82 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN# 27-24-101-003-0000



CLIENT: CANNA & CANNA, LTD.



18035 S. BELL ROAD (708) 845-1136  
 HOMER GLEN, IL 60491 FAX (708) 848-1138  
 WWW.JNTLANDSURVEY.COM

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAN ALONG FIELD INSTRUMENTATION OF ORIGINAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR MEASUREMENT AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY CONTRACTS AND LOCAL, BUILDING AND ZONING ORDINANCE.



PROFESSIONAL DESIGN FIRM  
 LAND SURVEYOR CORPORATION  
 LICENSE NO.  
 184,004,460



STATE OF ILLINOIS } s. s.  
 COUNTY OF WILL }

FIELD WORK COMPLETED ON 28TH DAY OF JULY, 2018.

JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 28th Day of JULY, 2018.

IPLS No. 3364

SURVEY NO. 15-07-248

**RESOLUTION NO. 2015-R-038**

**RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC  
ACCESS EASEMENT AGREEMENT WITH BRIXMOR/IA TINLEY PARK PLAZA,  
LLC FOR PROPERTY NEAR 15903-15915 S HARLEM AVENUE WITHIN THE  
TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois have considered a Sidewalk and Public Access Easement Agreement (the “Agreement”), between Brixmor/IA Tinley Park Plaza, LLC, a Delaware limited liability company (“Owner”) and the Village of Tinley Park, Cook and Will Counties, Illinois, an Illinois Municipal Corporation (“Village”), a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1 and determined that said Agreement is in the best interest of the Village of Tinley Park and its residents.

**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:** The Agreement attached hereto as EXHIBIT 1 entitled “Sidewalk and Public Access Easement Agreement” is hereby adopted and approved.

**Section 5:** This Resolution shall be in full force and effect upon its adoption and approval.

**ADOPTED** the 3<sup>rd</sup> day of November, 2015, by the following roll call vote:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 3<sup>rd</sup> day of November, 2015.

---

President

**ATTEST:**

---

Village Clerk

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS  
COUNTY OF W I L L )

**CLERK'S CERTIFICATE**

I, PATRICK REA, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2015-R-038**

**RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT WITH BRIXMOR/IA TINLEY PARK PLAZA, LLC FOR PROPERTY NEAR 15903-15915 S HARLEM AVENUE WITHIN THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT**

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of November, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of November, 2015.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of November, 2015.

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

**Prepared by and after recording  
return to:**

Jason M. Mahoney, Esq.  
Brixmor Property Group  
40 Skokie Blvd., Suite 600  
Northbrook, Illinois 60062

## **SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT**

THIS SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (as that term is defined below) by and between **BRIXMOR/IA TINLEY PARK PLAZA, LLC.**, a Delaware limited liability company ("Owner"), and the **VILLAGE OF TINLEY PARK**, Cook and Will Counties, Illinois, an Illinois Municipal Corporation ("Village").

### **RECITALS:**

A. Owner is the owner of the property legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

B. In accordance with the provisions of the Village's Ordinance 2015-O-020 (*Ordinance Approving a Substantial Deviation to the Existing Tinley Park Plaza Planned Unit development - Brixmor*) dated June 16, 2015, the Village has required that this Easement Agreement be entered into by the parties hereto; and

C. Owner desires to satisfy the Village's aforesaid requirement by entering into this Agreement.

**NOW, THEREFORE**, in consideration of the above Recitals, which are hereby incorporated herein as material to this Agreement and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **SIDEWALK AND PUBLIC ACCESS EASEMENT GRANT.** Owner hereby grants to the Village, for the use and benefit of the Village and the general public, a nonexclusive sidewalk and public access easement over the portion of the Property legally described on Exhibit B attached hereto and made a part hereof and depicted on Exhibit C attached hereto and made a part hereof. Owner is solely responsible to construct the sidewalk in the Easement at Owner's cost in compliance with applicable building code provisions and thereafter the Village

will maintain said sidewalk at its expense, without contribution from Owner except as otherwise agreed or provided by ordinance.

2. **NOTICES.** All notices or communications herein required or that a party hereto desires to give to the other (“notice” or “notices”) shall be in writing and sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) nationally recognized overnight courier service that provides a receipt. In either case, notices shall be sent to the following addresses (or such other addresses as the parties may give notice of hereunder):

If to Owner:                    Brixmor/IA Tinley Park Plaza, LLC  
    c/o Brixmor Property Group  
    40 Skokie Blvd., Suite 600  
    Northbrook, IL 60062  
    Attn: Legal Dept

With a copy to:                Brixmor/IA Tinley Park Plaza, LLC  
    c/o Brixmor Property Group  
    450 Lexington Avenue, 13<sup>th</sup> Floor  
    New York, NY 10017  
    Attn: Legal Dept.

If to the Village:              Village of Tinley Park  
    Attn: Village Manager  
    16250 S. Oak Park Ave.  
    Tinley Park, IL 60477

With a copy to:                Klein, Thorpe and Jenkins, Ltd.  
    Attn: Terrence M. Barnicle, Village Attorney  
    20 North Wacker Drive, Suite 1660  
    Chicago, IL 60606

Notices sent by certified mail shall be effective three (3) business days after mailing. Notices sent by courier shall be effective one (1) business day after delivery to the courier service.

3. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

4. **HEADINGS.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

5. **MODIFICATION.** This Agreement cannot be changed, modified, waived or discharged except by written agreement signed by the parties hereto.

6. **RECORDING.** This Agreement shall be recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois and Owner shall be responsible for the recording fees.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducement to the signing of this Agreement that are in effect.

8. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective as of \_\_\_\_\_, 2015.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

OWNER:

VILLAGE:

BRIXMOR/IA TINLEY PARK PLAZA, LLC,  
a Delaware limited liability company

VILLAGE OF TINLEY PARK, ILLINOIS

By: Brixmor/IA JV Pool B, LLC,  
a Delaware limited liability company,  
its sole member

By: Brixmor/IA JV, LLC,  
a Delaware limited liability company,  
its sole member

By: Brixmor IA JV Manager, LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Thomas W. Litzler  
Its: Executive Vice President,  
President West Region

By: \_\_\_\_\_  
Name: David G. Seaman  
Its: President

ATTEST:

\_\_\_\_\_  
Patrick E. Rea, Village Clerk

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Thomas W. Litzler, personally known to me to be the Executive Vice President, President West Region of Brixmor/IA Tinley Park Plaza, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he is authorized to and has signed and delivered said instrument as his free and voluntary act and the free and voluntary act of Brixmor/IA Tinley Park Plaza, LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30<sup>th</sup> day of September, 2015.

[Signature]  
\_\_\_\_\_  
Notary Public  
My commission expires: 18<sup>th</sup> June 2018



STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman, personally known to me to be the President of the Village of Tinley Park, an Illinois municipal corporation, and Patrick E. Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

PARCEL 1:

LOTS 1 AND 2 IN THE PLAT OF TINLEY PARK PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 19, 304.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 359.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 551.85 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST, 154.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1,478.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 513.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HARLEM AVENUE, SAID POINT BEING 70.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2,027.69 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TOGETHER WITH RIGHTS CONTAINED IN AN EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE ACCESS EASEMENT AGREEMENT DATED SEPTEMBER 20, 1995 AND RECORDED OCTOBER 3, 1995 AS DOCUMENT 95669296, BETWEEN THE VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION AND THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, A NEW YORK CORPORATION, OVER THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 IN CENTENNIAL SUBDIVISION UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT 27155558; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, EXTENDED SOUTH 80.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A

TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 32.00 FEET, CENTRAL ANGLE 79 DEGREES, 32 MINUTES, 42 SECONDS, 44.43 FEET; THENCE SOUTH 79 DEGREES, 32 MINUTES, 42 SECONDS EAST ALONG A TANGENT 65.00 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST RADIUS 24.00 FEET, CENTRAL ANGLE 26 DEGREES, 21 MINUTES, 27 SECONDS, 11.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CENTENNIAL DRIVE, AS HERETOFORE DEDICATED BY DOCUMENT 25509385 RECORDED JULY 9, 1980; THENCE SOUTH 11 DEGREES, 18 MINUTES 53 SECONDS WEST, 31.79 FEET TO A POINT ON A 24.00 FOOT RADIUS, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 34 DEGREES, 51 MINUTES, 51 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 10.12 FEET, CENTRAL ANGLE 24 DEGREES, 10 MINUTES, 05 SECONDS; THENCE NORTH 79 DEGREES, 18 MINUTES, 14 SECONDS WEST ALONG TANGENT, 34.70 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, RADIUS 37.00 FEET, CENTRAL ANGLE 102 DEGREES, 00 MINUTES, 19 SECONDS, 65.87 FEET; THENCE SOUTH 01 DEGREES, 18 MINUTES, 33 SECONDS EAST ALONG TANGENT 24.82 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 39.00 FEET, CENTRAL ANGLE 39 DEGREES, 04 MINUTES, 44 SECONDS, 26.60 FEET TO A POINT ON AFORESAID WESTERLY LINE EXTENDED SOUTH OF LOT 1 IN CENTENNIAL SUBDIVISION; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE EXTENDED 150.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EXHIBIT B

### LEGAL DESCRIPTION OF SIDEWALK EASEMENT

#### LEGAL DESCRIPTION OF PUBLIC ACCESS SIDEWALK EASEMENT:

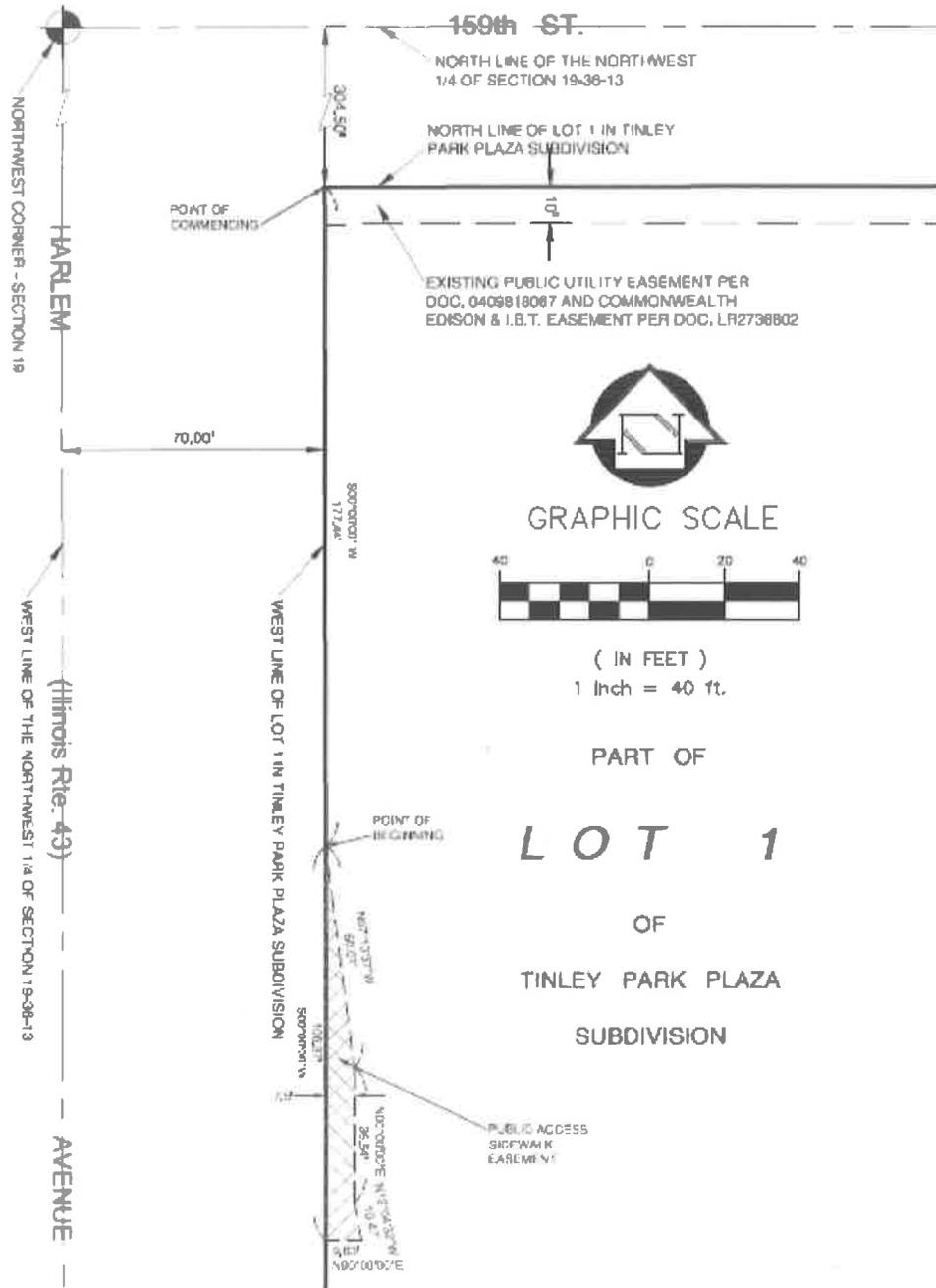
That part of Lot 1 in Tinley Park Plaza Subdivision, according to the Plat thereof Recorded April 7, 2004, as Document Number 0409818067, being a Subdivision of that part of the Northwest Quarter of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in the Village of Tinley Park, Cook County, Illinois,

Described as follows: Commencing at the Northwest corner of said Lot 1, thence South 00°00'00" West, along the West line of Lot 1, for a distance of 177.44 feet to a Point of Beginning; thence continuing South 00°00'00" West, along the West line of Lot 1, for a distance of 106.37 feet; thence North 90°00'00" East 9.63 feet; thence North 12°04'32" West 10.47 feet; thence North 00°00'00" East 36.54 feet; thence North 07°13'37" West 60.07 feet to the Point of Beginning, all in Cook County, Illinois.

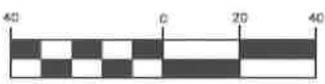
**P.I.N. 28-19-100-057-0000**

EXHIBIT C

# SIDEWALK EASEMENT EXHIBIT



GRAPHIC SCALE



( IN FEET )  
1 Inch = 40 ft.

PART OF  
**LOT 1**  
OF  
TINLEY PARK PLAZA  
SUBDIVISION

LEGEND

 PUBLIC ACCESS SIDEWALK EASEMENT

08-14-15  
SHEET 1 OF 2  
15-021-EASE

**RESOLUTION NO. 2015-R-044**

**ACCEPTING A PLAT OF VACATION OF A PUBLIC UTILITY EASEMENT FROM  
BRIXMOR/IA TINLEY PARK PLAZA LLC  
FOR PROPERTY NEAR 15903-15915 S. HARLEM AVENUE WITHIN  
THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a Plat of Vacation (the "Plat") of a public utility easement from Brixmor/IA Tinley Park Plaza, LLC, a Delaware limited liability company ("Owner"), to facilitate the development of an outlot building within the shopping center. A true and correct copy of the Plat is attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Plat be approved and accepted.

**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 Plat be executed by said Village of Tinley Park, 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 Plat.

**Section 4:** The Plat attached hereto as EXHIBIT 1 entitled "Plat of Vacation" is hereby adopted and approved.

**Section 5:** This Resolution shall be in full force and effect upon its adoption and approval.

**ADOPTED** the 3<sup>rd</sup> day of November, 2015, by the following roll call vote:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 3<sup>rd</sup> day of November, 2015.

---

President

**ATTEST:**

---

Village Clerk

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS  
COUNTY OF W I L L )

**CLERK'S CERTIFICATE**

I, PATRICK REA, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2015-R-044**

**ACCEPTING A PLAT OF VACATION OF A PUBLIC UTILITY EASEMENT FROM  
BRIXMOR/IA TINLEY PARK PLAZA LLC  
FOR PROPERTY NEAR 15903-15915 S. HARLEM AVENUE WITHIN  
THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT**

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of November, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of November, 2015.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

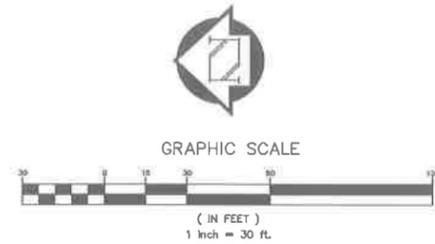
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of November, 2015.

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



VICINITY MAP  
(NOT TO SCALE)

INDICATES SITE LOCATION

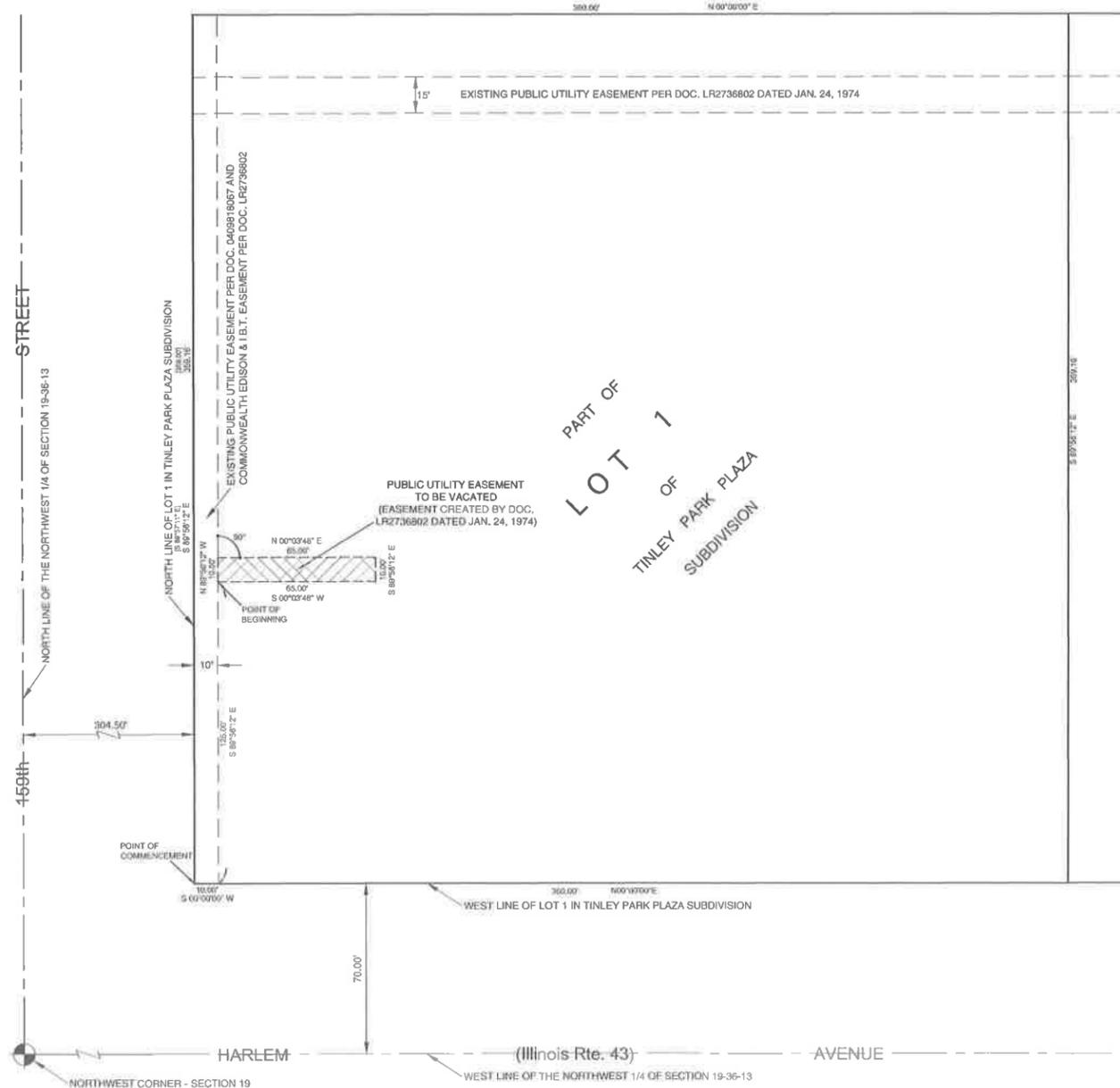


# PLAT OF VACATION

## OF PUBLIC UTILITY EASEMENT

OF A PART OF THE NORTH 360 FEET OF LOT 1 IN TINLEY PARK PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

P.J.N. 28-19-100-057-0000



**LEGEND**

PUBLIC UTILITY EASEMENT TO BE VACATED

**OWNERS CERTIFICATE**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

BRYMOR/AA TINLEY PARK PLAZA, LLC, a Delaware Limited Liability Company, authorized to do business in the State of Illinois, does hereby certify that it is owner and holder of record title to the above described property and that it has caused the same said property to be surveyed and consents to the easement vacation as shown upon the plat hereon drawn.

The undersigned, being duly sworn, upon his/her oath deposes and states as follows:

That he/she is the owner of the property legally described on a proposed plat of vacation submitted to the Village of Tinley Park for approval, which legal description is attached hereto and incorporated by reference herein.

Dated: \_\_\_\_\_ A.D. 20\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for said county in the State aforesaid, do hereby certify that,

of BRYMOR/AA TINLEY PARK PLAZA, LLC, a Delaware Limited Liability Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said LLC for the uses and purposes therein set forth, and the said \_\_\_\_\_ did also then and there acknowledge that he/she, as the custodian of the seal of said LLC, did affix said seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said LLC for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_

BY: \_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**VILLAGE BOARD CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

Approved by the President and Board of Trustees of the Village of Tinley Park, Cook County, Illinois at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_

BY: \_\_\_\_\_  
President of the Village of Tinley Park

ATTEST: \_\_\_\_\_  
Clerk of the Village of Tinley Park

**COUNTY RECORDER**

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

This instrument No. \_\_\_\_\_ was filed for record in the Recorder Office of Cook County, aforesaid, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

BY: \_\_\_\_\_  
Recorder

**LEGAL DESCRIPTION OF EASEMENT TO BE VACATED:**

Being a part of that part of the North 360 feet of Lot 1 in Tinley Park Plaza Subdivision, according to the Plat thereof Recorded April 7, 2004, as Document Number 0409818067, being a Subdivision of that part of the Northwest Quarter of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in the Village of Tinley Park, Cook County, Illinois,

Described as follows: Commencing at the Northwest corner of said Lot 1, thence South 00°00'00" West 10.00 feet; thence South 89°56'12" East 125.00 feet to a Point of Beginning; thence South 00°03'48" West 65.00 feet; thence South 89°56'12" East 10.00 feet; thence North 00°03'48" East 65.00 feet; thence North 89°56'12" West 10.00 feet to the Point of Beginning, all in Cook County, Illinois.

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF W I L L } SS.

Joseph A. Schudt and Associates hereby certify that they have surveyed the property described hereon, and that the plat hereon drawn is a correct representation of said survey. All dimensions in feet and decimal parts thereof.

Given under my Hand and Seal at Frankfort, Illinois, \_\_\_\_\_, A.D. 20\_\_

JOSEPH A. SCHUDT & ASSOCIATES  
ILLINOIS DESIGN FIRM No. (184-001172)

BY: \_\_\_\_\_  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152 (exp. 11-30-16)



PLEASE RETURN TO: SUBMITTED BY:

18350 S. HARLEM AVENUE FRANKFORT, IL 60423  
PHONE: 708-720-1000 FAX: 708-720-1065  
ILLINOIS REGISTERED DESIGN FIRM No. 184-001172  
CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

**RESOLUTION NO. 2015-R-035**

**RESOLUTION APPROVING AND ACCEPTING A PLAT OF PUBLIC UTILITY  
EASEMENT – THE GREAT ESCAPE – 17231 S. LaGRANGE ROAD**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a Plat of Easement for a Public Water Main (the “Plat”), submitted by property owner Barry Pol of RBT Industries/The Great Escape, over property commonly known as 17231 S. LaGrange Road. A true and correct copy of the Plat is attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Plat be approved and accepted.

**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 approve the Plat attached hereto and made a part hereof as **EXHIBIT 1**, and approve and accept the easement set forth therein.

**Section 3:** That this President and Board of Trustees hereby authorize and direct the Village President, Village Clerk, Village Collector, Village Engineer and any other necessary Village official, or their designees, to execute for and on behalf of said Village of Tinley Park the aforesaid Plat.

**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 me as Village President of the Village of Tinley Park, and attested by the Village Clerk on the same day.

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

**ATTEST:**

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



**ORDINANCE NO. 2015-O-051**

**ORDINANCE GRANTING A SPECIAL USE  
FOR CERTAIN PROPERTY LOCATED AT 16189 S. HARLEM AVENUE  
PLANET FITNESS**

**WHEREAS**, a petition for the granting of a Special Use, As set forth below, has been filed with the Village and has been referred to the Plan Commission of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance, as amended; and

**WHEREAS**, said Plan Commission held a public hearing on the question of whether the requested Special Use should be granted on October 15, 2015, at the Village Hall of this Village, at which time all persons present were afforded an opportunity to be heard; and

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

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

**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 report and findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and

Board of Trustees, as completely as if fully recited herein at length. This Board finds that the proposed granting of a Special Use for this proposed commercial indoor recreation facility (fitness center) is in the public good and in the best interests of the Village and its residents, and is consistent with and fosters the purposes and spirit of the Tinley Park Zoning Ordinance as set forth in Section I,B thereof.

**SECTION 2:** That this President and Board of Trustees, after considering the report and findings and recommendations of the Plan Commission and other matters properly before it, finds, in addition to the findings set forth in Section 1 hereof, as follows:

- (a) That the Petitioners, PF Tinley Park, LLC, are requesting a Special Use to operate an indoor commercial recreation facility (fitness center) to be located at 16189 S. Harlem Avenue (the "Subject Property") in the B-2 Tinley Park Plaza PUD, which property is legally described as follows:

LOT 1 IN THE PLAT OF TINLEY PARK PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

P.I.N. # 28-19-100-057-0000

PROPERTY ADDRESS: 16189 S. Harlem Avenue

- (b) That the establishment, maintenance and operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The operation of a Planet Fitness facility will serve to enhance the health of individuals in the community. Through its low membership fees and its slogan, "the Judgment Free Zone", Planet Fitness facilities encourage individuals of all means and fitness levels to exercise more frequently and to live a healthier lifestyle. Planet Fitness facilities provide safe and convenient access to a large variety of exercise equipment, as well as support staff to assist members. Planet Fitness facilities are professionally maintained, and franchisees of Planet Fitness are held to stringent standards regarding the operation and maintenance of

their locations. The proposed use and associated improvements have been reviewed by public safety staff (police and fire) who have provided recommendations and requirements concerning the location of the dumpsters at the rear of the property. The property owner has agreed to address outstanding issues. The fence at the rear of the property will be repaired by the adjacent property owner which will then provide adequate screening of the rear utility area;

(c) 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. Planet Fitness (PF) will operate out of a previously vacant space. PF intends to invest significantly into the design and construction of a first class fitness facility. The increased occupancy at the Tinley Park Plaza will enhance the value of the Plaza and attract new tenants. Moreover, the addition of a Planet Fitness will complement the other uses in the Plaza, which include value-oriented businesses such as a Walt's Food Center, Dollar Tree and Lumber Liquidators. There is no reason to believe that the operation of a Planet Fitness from the Subject Property will diminish or impair property values within the neighborhood. Tinley Park Plaza is recognized as a regional shopping center and therefore traditionally caters to a volume of customers and traffic. A similar use (Women's Workout World) currently operates out of the Plaza. Adequate parking is provided and improvements are planned for landscaping, fencing and trash enclosure that will increase the aesthetics of the Plaza. The surrounding area has functioned in tandem with Tinley Park Plaza for over 43 years; adequate screening and separation of uses is provided to mitigate any potentially negative impact from the commercial use of this property;

(d) That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for the uses permitted in the district. As set forth above, the operation of a Planet Fitness from the Subject Property will enhance and greatly benefit the Plaza. Moreover, PF's lease will require the Subject Property to be built out pursuant to plans and specifications approved by the Landlord, and in a manner so as not to disturb surrounding occupants or the development and improvement of the Plaza. The majority of the tenant spaces are leased and the leasing of the subject tenant space to PF will increase the success of the Plaza and will likely result in fewer vacancies. The surrounding area is fully developed; with the proposed improvements the neighborhood will realize a positive improvement to the area. Adequate parking has been provided; and cross access is allowed throughout the Plaza;

(e) That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided. Pursuant to its lease and plans and specifications for the build-out of the Premises, PF and the Landlord will cooperate to provide and maintain adequate utilities and systems for the operation of a Planet Fitness facility. Additionally, the Plaza currently provides adequate

access and parking to support the operation of a Planet Fitness facility. Such access and parking is critical to PF in its site selection criteria, and PF insists that each of its landlords agree to maintain certain levels thereof. Tinley Park Plaza is designed to accommodate traffic flow from two major commercial corridors (Harlem Avenue and 159th Street). The Plaza is fully developed and therefore adequate utilities serve the site;

(f) 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. As set forth above, the Plaza currently provides adequate parking and access to support the operation of a Planet Fitness facility from the Subject Property. As a sophisticated developer of retail projects, the Landlord has taken measures to ensure that the Plaza is properly maintained so as not to cause undue congestion. Specifically, the Plaza has multiple entrances from adjacent right of ways, including a main entrance that is served by a traffic light. The center is accessed from two major commercial corridors that have been designed to accommodate traffic flow emanating from the property. The plans have been evaluated by engineering and public works staff who have provided their approval for the proposal;

(g) 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. PF will timely apply for and pursue all applicable approvals, such as building permits, required for the construction and operation of its business at the Premises. PF will operate from the Subject Property in accordance with all applicable regulations. No variances are requested as part of this special use; and

(h) That the Special Use contributes directly or indirectly to the economic development of the community as a whole. As set forth above, the addition of a Planet Fitness facility will greatly enhance the Tinley Park Plaza. PF will construct a brand new, first-class fitness center. This will enhance the leasing efforts of the Landlord with respect to other vacancies at the Plaza. PF will also employ numerous individuals, many if not all of which will reside in the community, in order to staff its facility. Based on the foregoing, the operation of a Planet Fitness facility at the Plaza will greatly contribute to the economic development of the community as a whole. The 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 and therefore the surrounding neighborhood.

**SECTION 3:** That a Special Use for the property described above is hereby granted to permit an indoor commercial recreation facility (Fitness Center) to be housed within the existing building on the Subject Property, subject to the following conditions:

1. The dumpster is located in the loading dock area or within a dumpster enclosure; and
2. Landscaping is provided at the front façade of Planet Fitness.

**SECTION 4:** That the Permittee hereunder shall at all times comply with all of the terms and conditions of the Special Use Permit when issued and in the event of non-compliance said Permit shall be subject to revocation by appropriate legal proceedings.

**SECTION 5:** That approval of this Special Use shall not run with the land or constitute a covenant running with the land, but instead shall expire automatically if: (a) there is a change in the use other than necessary maintenance and repair; (b) there is a change in the ownership of either the land and/or business or use conducted on the land provided, however, if the change in ownership is to another member(s) of the immediate family (parents, siblings, or children), such shall not cause the automatic expiration of the special use; (c) the use is abandoned, closed or terminated for a period in excess of sixty (60) days, provided, however, if the use is closed solely to make repairs, alterations or remodeling such shall not cause the automatic expiration of the special use; (d) the use is not changed but the business/use commences operations under a different name (but not including merely in a change in the legal name of the owner, such as from Ltd. to LLC, provided that the actual owners of the entity do not change); or (e) the use operates under a franchise and the franchise is either revoked or terminated, or a new franchise is substituted.

**SECTION 6:** That the Village Clerk is hereby ordered and directed to publish this ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

**PASSED** this \_\_\_\_ 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.

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

**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: PFTinley Park, LLC c/o Joe Show  
Mailing Address: PO BOX 73  
City, State, Zip: BRYN MAWR, IL 19010  
Phone Numbers: 484-888-0176 (Day) Fax Number: 484-380-2317  
 (Evening)  
 (Cell)  
Email Address: joe.show@pfcbicago.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):

Lessee

**B. Property Information:**

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

Property Owner(s): BRIXMOR/IA Tinley Plaza LLC  
Mailing Address: 40 SKOKIE BLVD. STE 600  
City, State, Zip: NORTHBROOK, IL 60062

Property Address: 15917 S HARLEM #31 16189 Harlem Avenue  
Permanent Index No. (PINs) ON FILE WITH TINLEY PARK (AMY CONNELLY)  
Existing land use: ON FILE WITH TINLEY PARK (AMY CONNELLY)  
Lot dimensions and area: ON FILE WITH TINLEY PARK (AMY CONNELLY)

**C. Petition Information:**

Present Zoning District: B-2PUD  
Requested Zoning District: B-2PUD

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

Yes  No

If yes, identify the proposed use: INDOOR COMMERCIAL RECREATION

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 JEFF SLAVISH

9/17/15  
Date

## ATTACHMENT TO FINDINGS OF FACT

### **Introduction**

PF Tinley Park, LLC (“PF”) is a proposed tenant in the shopping center known as Tinley Park Plaza (the “Center”). The Center is currently owned and operated by Brixmor/IA Tinley Park Plaza LLC (the “Landlord”). The Center is an approximately 249,954 square foot retail project located along Harlem Avenue in Tinley Park, Illinois. Pursuant to its lease, PF intends to operate a Planet Fitness from an approximately 22,722 square foot premises in the Center (the “Premises”).

Planet Fitness is an American franchise of fitness centers with over 1,000 clubs operating in North America. Each gym features exercise equipment and fitness instructors to assist its members. Planet Fitness provides affordable memberships and a welcoming environment to individuals of all fitness levels. PF and its affiliates currently operate nineteen (19) Planet Fitness locations throughout the Cook County, IL.

**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.**

From a literal perspective, the operation of a Planet Fitness facility will serve to enhance the health of individuals in the community. Through its low membership fees and its slogan, “the Judgment Free Zone”, Planet Fitness facilities encourage individuals of all means and fitness levels to exercise more frequently and to live a healthier lifestyle. Planet Fitness facilities provide safe and convenient access to a large variety of exercise equipment, as well as support staff to assist members. Planet Fitness facilities are professionally maintained, and franchisees of Planet Fitness are held to stringent standards regarding the operation and maintenance of their locations.

**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.**

Pursuant to its lease at the Center, PF will operate out of a previously vacant space. PF intends to invest significantly into the design and construction of a first class fitness facility. The increased occupancy at the Center will enhance the value of the Center and attract new tenants. Moreover, the addition of a Planet Fitness will complement the other uses in the Center, which include value-oriented businesses such as a Walt’s Food Center, Dollar Tree and Lumber Liquidators. There is no reason to believe that the operation of a Planet Fitness from the Premises will diminish or impair property values within the neighborhood.

**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.**

As set forth above, the operation of a Planet Fitness from the Premises will enhance and greatly benefit the Center. Moreover, PF’s lease will require the Premises to be built out pursuant to plans and specifications approved by the Landlord, and in a manner so as not to disturb surrounding occupants or the development and improvement of the Center.

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

Pursuant to its lease and plans and specifications for the build-out of the Premises, PF and the Landlord will cooperate to provide and maintain adequate utilities and systems for the operation of a Planet Fitness facility. Additionally, the Center currently provides adequate access and parking to support the operation of a Planet Fitness facility. Such access and parking is critical to PF in its site selection criteria, and PF insists that each of its landlords agree to maintain certain levels thereof.

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

As set forth above, the Center currently provides adequate parking and access to support the operation of a Planet Fitness facility from the Premises. As a sophisticated developer of retail projects, the Landlord has taken and will surely continue to take measures to ensure that the Center is properly maintained so as not to cause undue congestion. Specifically, the Center has multiple entrances from adjacent right of ways, including a main entrance that is served by a traffic light.

**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.**

PF will timely apply for and pursue all applicable approvals, such as building permits, required for the construction and operation of its business at the Premises. PF will operate from the Premises in accordance with all applicable regulations.

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

As set forth above, the addition of a Planet Fitness facility will greatly enhance the Center. PF will construct a brand new, first-class fitness center. This will enhance the leasing efforts of the Landlord with respect to other vacancies at the Center. PF will also employ numerous individuals, many if not all of which will reside in the community, in order to staff its facility. Based on the foregoing, the operation of a Planet Fitness facility at the Center will greatly contribute to the economic development of the community as a whole.



## **MINUTES OF THE PLAN COMMISSION**

### **VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS**

**OCTOBER 15, 2015**

The regular meeting of the Plan Commission was held in the Council Chambers of Village Hall on October 1, 2015 at 7:30 p.m.

#### **ROLL CALL**

Plan Commissioners:

Jeff Ficaro  
Tom Mahoney  
Bob McClellan  
Gina Miller  
Mark Moylan  
Art Pierce  
Bill Reidy  
Tim Stanton  
Rita Walker, Chairman

Village Officials and Staff:

Amy Connolly, Planning Director  
Stephanie Kisler, Planner  
Debra Kotas, Commission Secretary

#### **CALL TO ORDER**

Plan Commission Chairman Walker called to order the regular meeting of the Plan Commission for October 15, 2015 at 7:32 p.m.

#### **APPROVAL OF MINUTES**

Minutes of the October 1, 2015 Plan Commission Meeting were presented for approval. A motion was made by COMMISSIONER MAHONEY seconded by COMMISSIONER FICARO to approve the Minutes as presented.

THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

**TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES**  
**FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION**  
**SUBJECT: MINUTES OF THE OCTOBER 15, 2015 MEETING**

**PUBLIC**

**HEARING: PLANET FITNESS (BRYAN RISHFORTH AND JOE SHEW, PF TINLEY PARK, LLC),  
PETITIONER – 16189 HARLEM AVENUE – SPECIAL USE PERMIT FOR A  
COMMERCIAL INDOOR RECREATION FACILITY GREATER THAN 3,500 SQUARE  
FEET**

Consider a proposal from Bryan Rishforth and Joe Shew, representing Planet Fitness, for a Special Use Permit to operate a commercial indoor recreation facility greater than 3,500 square feet in area at 16189 S. Harlem Avenue. The property is the former Staples retail site within an established retail commercial center. The subject property is within the B-2 PD (Community Shopping) Zoning District and the Tinley Park Plaza Planned Unit Development.

Present were the following:

Plan Commissioners:

Jeff Ficaro  
Tom Mahoney  
Bob McClellan  
Gina Miller  
Mark Moylan  
Art Pierce  
Bill Reidy  
Tim Stanton  
Rita Walker, Chairman

Village Officials and Staff:

Amy Connolly, Planning Director  
Stephanie Kisler, Planner  
Debra Kotas, Commission Secretary

Guest(s):

Joe Shew, Petitioner

CHAIRMAN WALKER opened the Public Hearing at 7:34 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.

JOE SHEW of Planet Fitness, reviewed the request for a Special Use Permit to open a fitness center at 16189 S. Harlem Avenue.

MR. SHEW reported Planet Fitness is the fastest growing franchise and operator of fitness clubs, operating over 1,000 clubs in North America, using a business model that provides affordable memberships in a clean, safe and welcoming environment with high quality fitness equipment but no costly amenities. He stated in addition to the proposed Tinley

Park location, there are ten (10) Cook County locations enrolling approximately 60,000 members and creating 160 new jobs.

MR. SHEW reviewed membership pricing that includes a \$10 per month for a standard membership that includes use of strength equipment, cardio equipment, circuit training and weights and \$19.99 per month for a "Black Card" membership that includes the above with access to all system-wide locations, guest privileges, and access to exclusive areas in the club.

Regarding any possible parking congestion, MR. SHEW explained the club operates on a 24-hour per day, seven (7) day per week basis, which allows for members to come and go at any time throughout the day so there is not as much overcrowding at peak gym hours. He added that no classes are offered at Planet Fitness, therefore, there is no rush of members in the mornings and evenings during the peak times. He indicated that they take security very seriously, including sixteen (16) cameras on site.

MR. SHEW showed photographs of several formerly vacant, blighted sites in other locales that now occupy a Planet Fitness facility.

In conclusion, MR. SHEW thanked the Assigned Commissioners and Village Staff for the progress made during the work session.

There being no questions or comments for the Petitioner, CHAIRMAN WALKER requested the Assigned Commissioners make their report.

COMMISSIONER MAHONEY commented Planet Fitness will be a "good fit" for the area and any exceptions identified will be addressed by the Petitioner and property owner.

COMMISSIONER MOYLAN summarized the three (3) open items addressed during the work session, noting two (2) of these items involving landscape and issues at the rear of the building are the responsibilities of the property owner. He addressed the signage issue noting that the Signage Regulations for the PUD will soon be revised since it is 30+ years old. He explained the background color will be considered part of the signage, which puts the Petitioner's request over what is allowable adding the Petitioner will need to adjust their design.

COMMISSIONER MAHONEY requested clarification regarding the Village's Ordinance regarding Sign Regulations.

STEPHANIE KISLER, Planner, explained the Village's Ordinance of 1 square foot of signage for every 1 square foot of building frontage applies to every property except for those having their own special sign regulations. This particular PUD allows for 1.5 square feet of signage for every 1 foot of building frontage. She reported the proposed Planet Fitness location has 150' length of storefront space. She stated that a draft proposal of the amendments to the PUD's sign regulations has been sent to the property owner which keeps the 1.5 square foot of signage for every 1 foot of building frontage but limits the maximum sign square footage to 180 square feet..

COMMISSIONER MCCLELLAN inquired if each Planet Fitness location is an independent franchise. MR. SHEW reported that BRYAN RISHFORTH is the principal owner of all 10 Cook County locations.

There being no questions or comments from objectors or interested parties, CHAIRMAN WALKER requested presentation from Village Staff.

MS. KISLER, presented the Staff report. She explained a Special Use Permit is required due to the size of the space being larger than 3,500 square feet for an indoor recreation center within the B-2 zoning district in which the property is located within the Tinley Park Plaza PUD. She showed an aerial photograph of the site and surrounding businesses and also reviewed surrounding zoning. She noted the proposed Planet Fitness facility is the space previously occupied by Staples that has been vacant since January 2015. She reviewed the interior floor plan the includes a reception area,

exercise floor with televisions, 12-minute abs room, 30-minute workout room, stretching room, tanning, hydro massage and locker rooms. She reported no Staff concerns regarding parking, referring to the parking study that was completed that that revealed an excess of forty-two (42) parking spaces.

MS. KISLER reviewed the following open items identified by Staff:

1. Issues at the rear of the building found during the Change of Use inspection including multiple dumpsters and deteriorating fence;

MS. KISLER reported the property owner has agreed to speak with other tenants and the trash collection company to better place the garbage containers. She stated Staff will be also working with the property owner regarding possible dumpster enclosures. She further reported the fence at the rear of the property is actually owned by the adjacent property owner; however, Tinley Park Plaza has agreed to install yellow bollards in this area to prevent the fence from being hit by delivery vehicles. Consequently, they have requested the adjacent property owner make the fence repairs where necessary. She added the Village's Code Compliance Officer will follow up on this issue.

2. Landscape at the site must comply with the approved Landscape Plan on file since there are some deficiencies;

MS. KISLER reported Staff is working with the property owner to meet the approved Landscape Plan from 2003 for the entirety of the Tinley Park Plaza property. She stated a landscape audit is scheduled for June 2016. In the interim, she reported the property owner has agreed to do some minor landscape immediately in front of the Planet Fitness location prior to opening.

3. Complete and update Tinley Park Plaza Sign Regulations that meet Village zoning codes or the center's regulations.

MS. KISLER reported the property owner is working with Staff to complete revisions to the Tinley Park Plaza Sign Regulations that were originally implemented in 1985. She explained the branding color will need to be considered part of allowable signage. She expressed concern regarding setting a precedent with allowing a large background branding color and the possibility of other businesses in the center requesting similar large background colors for their signs.

MR. SHEW explained purple is the branding color for Planet Fitness and part of its corporate identity. He added they feel comfortable in working with the Village to ensure signage meets requirements.

CHAIRMAN WALKER inquired if Tinley Park Plaza has anything in their current regulations regarding branding colors or backgrounds. MS. KISLER stated the PUD regulations do not address branding or background colors; however, the Village Zoning Ordinance considers the background color as being part of the signage and ensure the branding color is used within the allowable signage area.

MS. KISLER requested direction from the Plan Commission in drafting sign regulations for this area including maximum amount of signage, how it is calculated, and large colored areas on the signage that can be formally approved by Code.

COMMISSIONER MAHONEY commented that discussion regarding signage would take place this evening; however, is not part of this Special Use approval.

COMMISSIONER PIERCE agrees with amending the current code for this PUD with stricter regulations that should be followed consistently.

COMMISSIONER MCCLELLAN suggested adopting a uniform ordinance in order to remain consistent whether it be Special Use or PUD. He added the sign for this particular location also has the advantage of elevation.

Though there were no comments or concerns from the Police Department, COMMISSIONER FICARO inquired if lighting and/or cameras exist on the rear of the building. MS. KISLER reported security cameras near the loading dock area; however, she is not certain they are operational. MR SHEW reported Planet Fitness plans to install cameras and lighting for their portion of the building.

There being no further questions or comments, the following Findings of Fact were presented by the Assigned Commissioners, COMMISSIONER MOYLAN and COMMISSIONER MAHONEY regarding the Special Use Permit to allow the operation of a commercial indoor recreation facility greater than 3,500 square feet in area:

- 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.

*Applicant:* From a literal perspective, the operation of a Planet Fitness facility will serve to enhance the health of individuals in the community. Through its low membership fees and its slogan, “the Judgment Free Zone”, Planet Fitness facilities encourage individuals of all means and fitness levels to exercise more frequently and to live a healthier lifestyle. Planet Fitness facilities provide safe and convenient access to a large variety of exercise equipment, as well as support staff to assist members. Planet Fitness facilities are professionally maintained, and franchisees of Planet Fitness are held to stringent standards regarding the operation and maintenance of their locations.

*Staff:* The proposed use and associated improvements have been reviewed by public safety staff (Police and Fire) who have provided recommendations and requirements concerning the location of the dumpsters at the rear of the property. The property owner has agreed to address outstanding issues. The fence at the rear of the property will be repaired by the adjacent property owner, which will then provide adequate screening of the rear utility 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.

*Applicant:* Pursuant to its lease at the Center, Planet Fitness (PF) will operate out of a previously vacant space. PF intends to invest significantly into the design and construction of a first class fitness facility. The increased occupancy at the Center will enhance the value of the Center and attract new tenants. Moreover, the addition of a Planet Fitness will complement the other uses in the Center, which include value-oriented businesses such as a Walt’s Food Center, Dollar Tree and Lumber Liquidators. There is no reason to believe that the operation of a Planet Fitness from the Premises will diminish or impair property values within the neighborhood.

*Staff:* Tinley Park Plaza (TPP) is recognized as a regional shopping center and therefore traditionally caters to a volume of customers and traffic. A similar use (Women’s Workout World) currently operates out of the center. Adequate parking is provided and improvements are planned for landscaping, fencing, and trash enclosure that will increase the aesthetics of the center. The surrounding area has functioned in tandem with TPP for over 30 years; adequate screening and separation of uses is provided to mitigate any potentially negative impact from the commercial use of this 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.

*Applicant:* As set forth above, the operation of a Planet Fitness from the Premises will enhance and greatly

benefit the Center. Moreover, PF's lease will require the Premises to be built out pursuant to plans and specifications approved by the Landlord, and in a manner so as not to disturb surrounding occupants or the development and improvement of the Center.

*Staff:* The majority of the tenant spaces are leased and the leasing of the subject tenant space to PF will increase the success of the center and will likely result in fewer vacancies. The surrounding area is fully developed; with the proposed improvements, the neighborhood will realize a positive improvement to the area. Adequate parking has been provided and cross access is allowed throughout the center.

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

*Applicant:* Pursuant to its lease and plans and specifications for the build-out of the Premises, PF and the Landlord will cooperate to provide and maintain adequate utilities and systems for the operation of a Planet Fitness facility. Additionally, the Center currently provides adequate access and parking to support the operation of a Planet Fitness facility. Such access and parking is critical to PF in its site selection criteria, and PF insists that each of its landlords agree to maintain certain levels thereof.

*Staff:* Tinley Park Plaza (TPP) is designed to accommodate traffic flow from two major commercial corridors (Harlem Avenue and 159<sup>th</sup> Street). The center is fully developed and therefore adequate utilities serve the site.

- 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.

*Applicant:* As set forth above, the Center currently provides adequate parking and access to support the operation of a Planet Fitness facility from the Premises. As a sophisticated developer of retail projects, the Landlord has taken and will surely continue to take measures to ensure that the Center is properly maintained so as not to cause undue congestion. Specifically, the Center has multiple entrances from adjacent rights-of-way, including a main entrance that is served by a traffic light.

*Staff:* The center is accessed from two major commercial corridors that have been designed to accommodate traffic flow emanating from the property. The plans have been evaluated by engineering and public works staff who have provided their approval for the proposal.

- 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.

*Applicant:* PF will timely apply for and pursue all applicable approvals, such as building permits, required for the construction and operation of its business at the Premises. PF will operate from the Premises in accordance with all applicable regulations.

*Staff:* No variances have been 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.

*Applicant:* As set forth above, the addition of a Planet Fitness facility will greatly enhance the Center. PF will construct a brand new, first-class fitness center. This will enhance the leasing efforts of the Landlord with respect to other vacancies at the Center. PF will also employ numerous individuals, many if not all of which will reside in the community, in order to staff its facility. Based on the foregoing, the operation of a Planet Fitness facility at the Center will greatly contribute to the economic development of the community as a whole.

*Staff:* The 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 and therefore the surrounding neighborhood.

COMMISSIONER MOYLAN made a motion recommending the Village Board grant the Applicants, Bryan Rishforth and Joe Shew of PF Tinley Park, LLC, a Special Use Permit to allow a commercial indoor recreation facility (fitness center) at 16189 Harlem Avenue in Tinley Park Plaza and adopt Findings of Fact as submitted by the Applicant and Village Staff, as revised by the Plan Commission. A Special Use Permit is required to operate a commercial indoor recreation facility greater than 3,500 square feet in area and the proposed Planet Fitness will occupy a leased space that is 22,722 square feet in area.

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. The dumpster is located in the loading dock area or within a dumpster enclosure;
2. Landscaping is provided at the front façade of Planet Fitness prior to opening for business;
3. Tinley Park Plaza Sign Regulations are amended prior to granting a sign permit for the business.

The Motion was seconded by COMMISSIONER MAHONEY.

AYE: Plan Commissioners Jeff Ficaro, Tom Mahoney, Bob McClellan, Gina Miller, Mark Moylan, Art Pierce, Bill Reidy, Tim Stanton, 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 FICARO, seconded by COMMISSIONER PIERCE to close the Public Hearing at 8:16 p.m. THE MOTION WAS APPROVED UNANIMOUSLY by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the motion approved.

#### **OTHER BUSINESS**

A presentation by JOE ROTH, Director of Restoration Programs for Openlands Land Preservation, regarding open space plan for the 21<sup>st</sup> Century.

MR. ROTH reported a long history with the southern suburbs. He stated the organization is the oldest conservation not-for-profit within the six (6) counties in Northeast Illinois. He stated their mission is to “connect people with nature”. He proceeded to highlight projects in conjunction with the Forest Preserve District and wetlands programs.

#### **ADJOURNMENT**

There being no further business, a motion was made by COMMISSIONER REIDY seconded by COMMISSIONER FICARO to adjourn the regular meeting of the Plan Commission of October 15, 2015 at 8:51 p.m. THE MOTION WAS UNANIMOUSLY APPROVED by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the meeting ADJOURNED.

# TINLEY PARK



## RESOLUTION 2015-R-045

### *URGING ILLINOIS STATE LEADERS TO RELEASE NON-GENERAL FUND REVENUES PAYABLE TO LOCAL GOVERNMENTS*

**WHEREAS**, the State of Illinois has been operating without a Fiscal Year 2016 State budget since July 1, 2015; and

**WHEREAS**, the absence of a budget has resulted in the State withholding over \$150 million in revenue owed to municipal governments for lack of appropriation authority; and

**WHEREAS**, critical local services, such as road construction, maintenance, and repair will remain underfunded until State leaders take action to release local Motor Fuel Tax Funds to municipalities; and

**WHEREAS**, many municipalities rely on State distributions of local revenue to fund their 9-1-1 service centers and, without these funds, the effectiveness of emergency services to reach citizens will be in peril; and

**WHEREAS**, municipal budgets and basic services will be negatively impacted without the release of local Use Tax, video gaming fees, and casino fees; and

**WHEREAS**, over the past ninety days the Village of Tinley Park has experienced its own distribution shortfall from the State of Illinois of approximately \$1,676,000 and within this group almost \$260,000 belongs to Motor Fuel Tax which is marked to maintain the streets and roads of the Village, with Use Tax shortfall at \$217,000, Video Gaming shortfall at almost \$75,000 and Wireless 911 Funding shortfall at nearly \$182,000. Such significant numbers mandate the Village to use other Village monies or reserves to fund the State shortfall or regretfully consider reducing or curtailing Village Services; and

**NOW, THEREFORE BE IT RESOLVED**, BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK that we call upon the Governor and General Assembly to take action to immediately release all non-general fund revenues owed to local governments. These funds include revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Video Gaming Distributive Fund and casino gaming.

**BE IT FURTHER RESOLVED** that a copy of this resolution be forward to the Governor, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, Local Legislators, and the Illinois Municipal League.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the great seal of the Village of Tinley Park at my office on this 3<sup>rd</sup> day of November, in the year of our Lord 2015.

\_\_\_\_\_  
David G. Seaman, Mayor

ATTEST:

\_\_\_\_\_  
Patrick E. Rea, Clerk

**RESOLUTION NO. 2015-R-043**

**RESOLUTION AUTHORIZING A DEMOLITION/REIMBURSEMENT AGREEMENT WITH TINLEY PARK PLACE, LLC FOR THE PROPERTY LOCATED AT 6724 NORTH 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 the Tinley Park Real Estate, LLC, a true and correct copy of such Demolition/Reimbursement 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 Intergovernmental Agreement.

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

**ADOPTED** 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.

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

**ATTEST:**

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

EXHIBIT

**DEMOLITION/REIMBURSEMENT AGREEMENT**  
**6724 NORTH STREET**

This Demolition/Reimbursement Agreement (this "Demolition Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015 ("Agreement Date") by and between the Village of Tinley Park, Illinois, an Illinois municipal home rule corporation (the "Village"), and Tinley Park Real Estate Investors, LLC, an Illinois limited liability company, (the "Owner"). (The Village and the Owner are sometimes referred to individually as a "Party" and collectively as the "Parties.")

**WHEREAS**, Owner is the legal title holder/owner of the property with the street address of 6724 North Street (the "Subject Property") in Tinley Park, Illinois, the legal description of which is attached hereto and hereby made a part hereof as **Exhibit A**; and

**WHEREAS**, the building on the Subject Property is not in compliance with Village codes and contain unsafe conditions, and therefore the Village has determined that it is in the best interests of the Village and its residents that said structure be demolished; and

**WHEREAS**, the Owner has received three bids for the demolition of the building on the Subject Property.

**NOW, THEREFORE**, in consideration of the foregoing premises, the following terms and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1:** The Owner has asked for and received the following competitive bids for the demolition of the building located at 6724 North Street, from the following companies in the following amounts:

<u>Company</u>	<u>Total Bid Price</u>
Dynamic Wrecking & Excavation, Inc.	\$15,500.00
Precise Construction & Dismantlement Systems	\$21,500.00
MJC Demolition, Inc.	\$20,100.00

Owner shall provide Village with copies of all such bids and any related bid documents. The parties hereto hereby determine that Dynamic Wrecking & Excavation, Inc. is the lowest responsible bidder, with a total bid for demolition of the building on the Subject Property being in an amount of \$15,500.00, a true

and correct copy of such bid being attached hereto as Exhibit B. Accordingly, Owner agrees to enter into a contract with Dynamic Wrecking and Excavation, Inc. in an amount not to exceed \$15,500.00, providing for such demolition as more fully described in Exhibit B, and to obtain all applicable permits and approvals for the demolition; including all necessary approvals from Cook County and, if required, the Illinois Environmental Protection Agency.

**SECTION 2:** Owner shall be responsible to remove any equipment, materials, debris and structures that are not considered salvage by the demolition contractor on the Subject Property either before or immediately after all demolition is completed on the Subject Property. Owner further waives any rights it may have to any salvage on the Subject Property. All salvage shall become the property of the demolition contractor.

**SECTION 3:** Once all the work provided for in Sections 1 and 2 is completed to the reasonable satisfaction of the Village and the Owner, the Owner shall, weather permitting, proceed to provide and install top soil for the Subject Property and plant the same with seed. Such work, if prevented by weather at the time of completion of the work provided for in Sections 1 and 2, shall be completed thereafter as soon as weather permits.

**SECTION 4:** Once all the work provided for in Sections 1, 2 and 3 above (collectively the Project), is completed to the satisfaction of the Village, the Village shall reimburse the Owner, solely out of Net Incremental Property Taxes (as that term is defined in the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.)) received by the Village from the Main Street South Tax Increment Financing District of the Village (the "TIF District") in the total amount of \$15,500. It is understood that upon written direction by Owner to the Village, the Village may make any reimbursement payment jointly to the Owner and the demolition contractor, and Owner shall be responsible for endorsing the check to the demolition contractor and obtaining a full and final waiver of lien from the demolition contractor.

**SECTION 5:** In addition, prior to the Village reimbursing Owner for any amounts as provided for herein, the Owner shall record a lien in favor of the Village against the Subject Property in the amount to be reimbursed and in a recordable form approved by the Village Attorney. Such lien shall provide that if the Subject Property (or any portion of it) is sold the Village shall be fully reimbursed for amounts paid by it under the terms of this Demolition Agreement from the proceeds of any such sale. Upon receipt of any amounts received from the proceeds of the sale, the Village shall provide the Owner with a release of lien in recordable form in the amount of the proceeds actually paid to the Village.

**SECTION 6:** It is recognized that the Subject Property is part of the Village's historical past. Accordingly, prior to any of the work provided for in

Sections 1 through 3 being commenced, the Owner shall allow the Tinley Park Historical Society to inspect the Subject Property and remove any items that the Society feels are of historical interest and/or value, and also document the Subject Property through photographs, videos, drawings or any other means of documenting local history in order to preserve a record of the Subject Property for future historical reference and research. The items that the Society may remove include not only personal property and "contents" remaining on the Subject Property, but shall also include any fixtures (such as windows, columns, railings, trim, doors, light fixtures, etc.). Owner shall provide the Society with at least 21 days notice prior to demolition being commenced and hereby agrees and authorizes the Society to take any and all action provided for in this Section 6. Notice to the Society shall be provided to Brad L. Bettenhausen in the manner provided in Section 9 and to the address of the Village provided for in Section 9. The Society shall complete its activities under this Section within the 21 day notice period.

**SECTION 7:** Owner shall obtain, or cause its contractors to obtain and maintain all necessary insurance to protect against any bodily injury or property damage claims that may arise, indirectly or directly, from any work (specifically including all asbestos related work) to be performed under the terms of this Demolition Agreement, with the Village to be named as an additional named insured under all such policies.

All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Owner or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor materially modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Owner, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Owner or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. All such policies shall contain such limits as approved by the Village.

**SECTION 8:** The Owner releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Subject Property

to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

Except for gross negligence or willful misconduct of the Indemnified Parties, the Owner agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Owner and the demolition contractor (or any other persons acting on its behalf or under its direction or control) under this Demolition Agreement, or the transaction contemplated hereby.

The Village makes no warranties or representations regarding, nor does it indemnify the Owner with respect to, the existence or nonexistence on or in the vicinity of the Subject Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Subject Property or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Subject Property that would cause or contribute to causing (1) the Agreement to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Development Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §691 et. seq., or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Subject Property within the meaning of, or otherwise bring the Subject Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq., or any similar state law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Owner with respect to, the existence or nonexistence on or in the vicinity of the Subject Property or anywhere within the TIF District of any substances or conditions in or on the Subject Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.

The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Subject Property, or whether any above or underground tanks have been located under, in or about the Subject Property and have subsequently been removed or filled.

The Owner waives any claims against the Village, and its members and boards, for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the land comprising the Subject Property.

**SECTION 9: Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village President  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477

With a copy to: Village Manager  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477

And: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attention: Terrence M. Barnicle

If to Owner: Tinley Park Real Estate Investors, LLC  
19148 S. 104<sup>th</sup> Avenue  
Mokena, IL 60448  
Attn: David J. Denler

With a copy to: Michael P. Fontana  
10 S. Riverside Plaza - Suite 1830  
Chicago, IL 60606

Michael Tuchman  
Levenfeld & Pearlstein  
2 North La Salle St. - #1300  
Chicago, IL 60602

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

**SECTION 10: Performance/Deadline: Time of the Essence.** Time is of the essence of this Demolition Agreement. All work required in Sections 1 and 2 must be completed no later than September 1, 2015, or within 30 days after all permits are obtained for the work, whichever is later. All work required under Section 3 must be completed by October 1, 2015 or if prevented by weather, as soon thereafter as weather shall permit.

**SECTION 11: Counterparts.** This Demolition Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

**SECTION 12: Severability.** If any provision of this Demolition Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Demolition Agreement shall be construed as if such invalid part were never included herein, and this Demolition Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**SECTION 13: Entire Contract and Amendments.** This Demolition Agreement is the entire contract between the Village and Owner relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Owner, and may not be modified or amended except by a written instrument executed by the Parties hereto.

**SECTION 14: Third Parties.** Nothing in this Demolition Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Demolition Agreement on any other person other than the Village and Owner, nor is anything in this Demolition Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Owner, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Owner. This Demolition Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

**SECTION 15: No Joint Venture, Agency or Partnership Created.** Nothing in this Demolition Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

**SECTION 16: No Personal Liability of Officials of Village.** No covenant or agreement contained in this Demolition Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, agent, employee or attorney of the Village, in his or her individual capacity, and no elected official, officer, agent, employee or attorney of the Village shall be liable personally under this Demolition Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Demolition Agreement, or any failure in that connection.

**SECTION 17:** The term of this Demolition Agreement shall commence as of the Agreement Date hereof and terminate when all work provided for herein is satisfactorily completed and all claims, if any, are satisfactorily resolved and/or any and all applicable statute of limitations periods have expired.

**SECTION 18:** The Acting Village President and Village Clerk of the Village shall affix their signatures last and the Agreement Date for this Demolition Agreement shall be the day on which this Agreement is so executed by the Acting Village President and Village Clerk pursuant to a duly enacted Village resolution authorizing the execution of and approval of this Demolition Agreement.

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

**Village of Tinley Park,**  
an Illinois municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Acting Village President  
Date: \_\_\_\_\_

**OWNER:**

**ATTEST:**

By: \_\_\_\_\_  
Its: Manager/Member  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Manager  
Date: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

LOT 5 IN BLOCK 4 OF THE VILLAGE OF BREMEN (now Tinley Park) IN SECTIONS 30 & 31, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN 28-30-407-005

**Exhibit B**  
**Demolition Proposal**



State of Illinois     )  
                                  ) SS  
County of \_\_\_\_\_)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David Denler, personally known to me to be the Manager/Member of Tinley Park Real Estate Investors, LLC, and David Denler, personally known to me to be the Manager of said Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager/Member and Manager, he signed and delivered the said instrument, pursuant to authority given by the Members of said Illinois limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Illinois limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )

COUNTY OF COOK ) SS.

COUNTY OF WILL )

**CLERK'S CERTIFICATE**

I, **PATRICK E. REA**, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

**RESOLUTION NO. 2015-R-043**

**RESOLUTION AUTHORIZING A DEMOLITION/REIMBURSEMENT AGREEMENT WITH TINLEY PARK PLACE, LLC FOR THE PROPERTY LOCATED AT 6724 NORTH STREET**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

**AYES:**

**NAYS:**

**ABSENT:**

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Village Clerk

# MEMORANDUM



**To: David G. Seaman  
Acting Mayor**

**From: Michael S. Mertens  
Assistant Village Manager**

**Date: July 1, 2015**

**Re: Proposed Panduit TIF – Ehlers Professional Services**

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As you are aware, staff has investigated options for professional services for the establishment of a Tax Increment Financing (TIF) District for the former Panduit Corporate Headquarters and Manufacturing site at 175<sup>th</sup> & Ridgeland Avenue. Staff has obtained a proposal from Ehlers & Associates, Inc. for TIF consulting services. Ehlers has worked with the Village on the past Main St. North and South TIF Districts approved in 2003, as well as the Tinley Park Mental Health Center TIF in early 2015. The scope of service for the professional service contract is as follows:

- Phase I – Project review and preparation of the eligibility plan in the amount of \$13,000
- Phase II – Preparation of a project redevelopment plan in the amount of \$10,000
- Phase III – Adoption of the project in the amount of \$7,000
- Phase IV – Housing Impact Statement/Feasibility Study in the amount of \$10,000

The proposal contemplates the possibility of a phase IV for a Housing Relocation Study. This phase would be required if the Village plans to relocate more than 10 homes, although there are no plans to redevelop any residential properties as part of this possible redevelopment district.

Total professional services not including incidentals would be \$30,000, an additional \$10,000 would be needed should a housing impact study is deemed required (proposed contract attached). For your review, I have provided a proposed TIF District boundary map. A few key TIF Eligible items that could be considered as part of this redevelopment district are as follows:

- Building Demolition (Old Panduit Site)
- Land acquisition (Legacy Pond)
- Public Infrastructure (Legacy Pond & Conveyance System, Oak Forest Avenue Metra Parking, Walking paths, sidewalks & streetscape)

Staff would seek consideration of this professional services contract at a future Finance and Economic Development Committee. Funding for this item is accounted for in the 2016 Fiscal Budget.

Should you have any questions, please feel free to call.

MSM:lv



April 29, 2015

Mike Mertens, Assistant Manager Development & Planning  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

**Subject: Proposal for Tax Increment Financing District Services - Panduit TIF**

Dear Mr. Mertens:

Thank you for inviting Ehlers to submit a proposal to provide the Village of Tinley Park with Tax Increment Financing (TIF) District services for the Village's next proposed TIF which would include the site of the Panduit research/development/manufacturing facility on 175<sup>th</sup> Street and Ridgeland Avenue, among other contiguous parcels.

As the TIF consultant employed by the Village for the development and qualification of a number of the Village's TIFs, as well as providing other redevelopment consulting services to the Village, Ehlers is well suited to assist with this project. Our team is pleased to have developed a relationship with the Village of Tinley Park and we are eager to use our experience and familiarity with the community to further advance the completion of the Village's redevelopment goals.

In response to your request for a letter of proposal and agreement for these services, Ehlers proposes to provide the following **Scope of Services** for this project:

- **Phase I - Initial Project Review/Prepare Eligibility Plan** – Including determining project area boundary, documenting all eligibility criteria related to each parcel, determining if, and under what category, the area qualifies as a TIF District. Fee for Phase I (assuming similar boundaries as previously discussed): \$13,000.
- **Phase II - Prepare Project Redevelopment Plan** – Including developing revenue estimates, budget, and goals and objectives, preparing findings, project EAV and increment, and preparing the Redevelopment Plan. Fee for Phase II: \$10,000.
- **Phase III - Adoption of Project** – Assisting staff and TIF attorney with adoption process requirements, attending and making presentations at Public Information Meeting, JRB Meeting, and public hearing. Fee for Phase III: \$7,000.
- **Phase IV - Prepare Housing Impact Statement/Feasibility Study** – Because there are estimated to be more than 75 occupied units of residence in the currently proposed area, a Public Meeting will likely be required. However, the Village may not plan to relocate 10 or more units of occupied residence, in which case a Housing Impact Study may not be required. If, during Phase I, it is determined that a Housing Impact Study is also required by the TIF Act, Ehlers will prepare a Housing Impact Study, per the TIF Act, to include the following: number of





**EHLERS**

LEADERS IN PUBLIC FINANCE

residents, number of residents to be relocated, number of low and moderate income residents, and a relocation plan. Fee for Phase IV (if applicable): \$10,000.

### Meetings

The Scope of Services includes Ehlers' participation in the following meetings:

1. A project initiation meeting with representatives of the Village to launch the project, establish a preliminary Project Area boundary, and coordinate various public process steps.
2. A meeting with Village staff members, if desired by the Village, to review findings and draft reports prepared by Ehlers, including: (a) Project Area Eligibility Report; (b) Project Area Redevelopment Plan; and (c) Housing Impact Study (if required).
3. A public information meeting, if required, related to the number of units of occupied residence.
4. Meeting with representatives of local taxing districts (the Joint Review Board) to review the Project Area eligibility and scope of the proposed redevelopment project.
5. A public hearing on the proposed Project Area Redevelopment Project and Plan.
6. One additional progress meeting, if desired, to be scheduled at the discretion of the Village staff.

Time required for preparation and attendance at meetings or services beyond those specified above will be billed at an hourly rate. Any additional service requested or required will be submitted to the Village for authorization prior to its completion and will be subject to Hourly Billing Rates per Ehlers current fee schedule or other flat fees to be negotiated with the Village.

The Village will be responsible for the publication and mailing of all notices related to the adoption of the TIF. The Village will also be responsible for the development of the legal description of the TIF boundaries. The Village will authorize and direct its staff, attorneys, and consultants to prepare and furnish such information as may be reasonably necessary for Ehlers to carry out its duties and obligations, all at no cost to Ehlers.

Maureen Barry will serve as the lead Financial Advisor on this project. The Project Team will also include Jennifer M. Tammen and Sid Inman, Financial Advisors, and Mindy Barrett, TIF Coordinator.

Should the terms of this proposal be acceptable to the Village of Tinley Park, please sign two copies of the following page, return one signed original to me, and keep the other for your records. If you need additional information, please contact me at 630-271-3341 or via email at [mbarry@ehlers-inc.com](mailto:mbarry@ehlers-inc.com). Thank you for your consideration.

Sincerely,

Maureen Barry  
Financial Advisor

Ehlers Inc., Ehlers Investment Partners and Bond Trust Services are affiliate companies.

1-800-552-1171 | [www.ehlers-inc.com](http://www.ehlers-inc.com)

The information provided in these materials does not create or imply any fiduciary relationship, and is being provided solely for the purpose of marketing our services to you as a prospective client of Ehlers & Associates, Inc.



The Scope of Services as described in the previous pages for **Tax Increment Financing District Services, Panduit TIF**, will be completed for the costs provided below, which includes all time, materials, and expenses, as well as a maximum of two iterations of the Eligibility Report and Redevelopment Plan.

Phases I through III:           \$30,000  
Phase IV, if required:       \$10,000

### Agreement

This proposal is respectfully submitted by authorized representatives of Ehlers & Associates, Inc.:

Jennifer M. Tammen  
Financial Advisor/Principal

Maureen Barry  
Financial Advisor

The Village of Tinley Park, Illinois hereby accepts the above Proposal for the **TIF District Development, Qualification, and Adoption** (Phases I – IV) by its authorized officers, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**Attest:** \_\_\_\_\_

**By:** \_\_\_\_\_

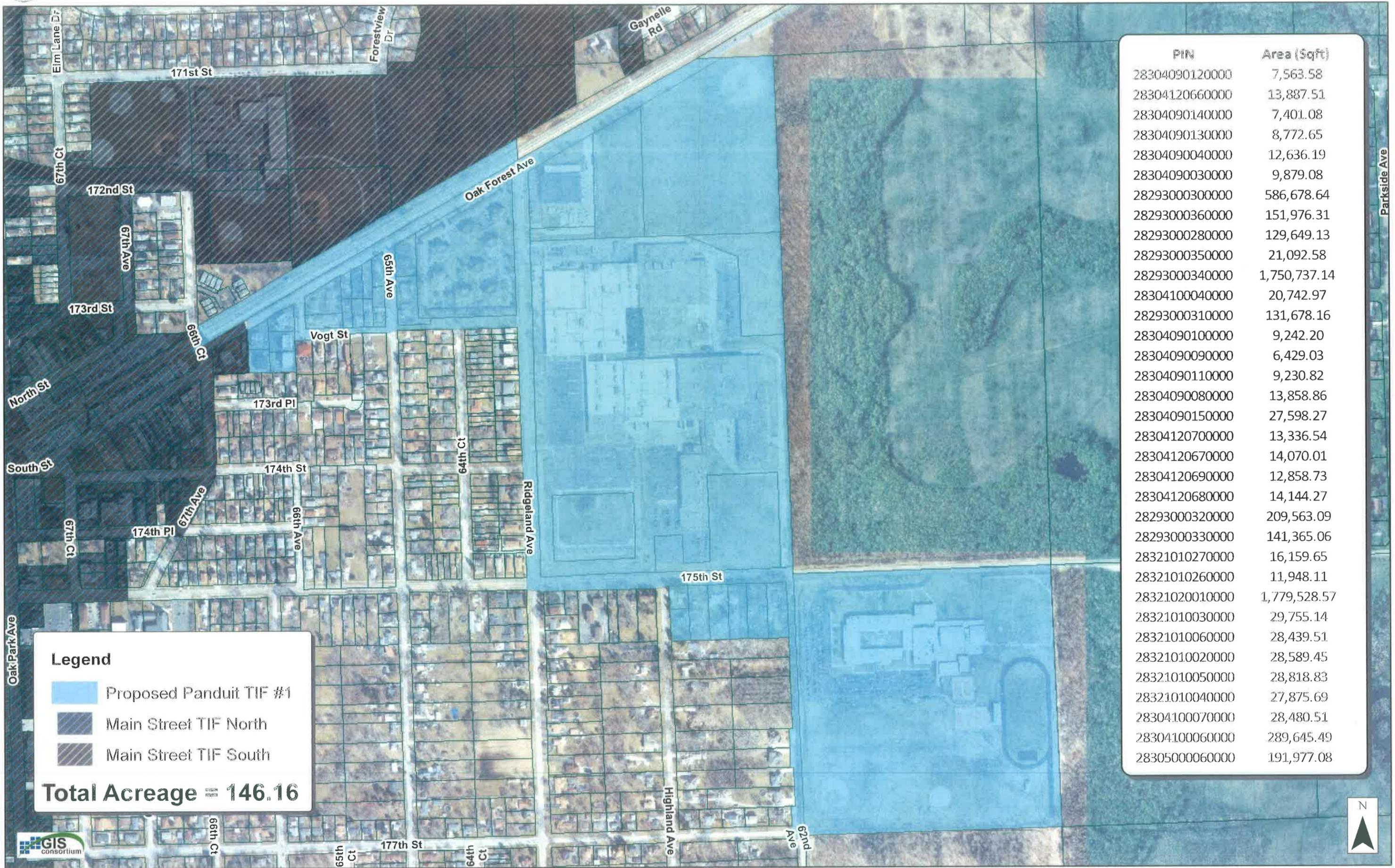
**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_





# Proposed Panduit TIF #1



**Legend**

- Proposed Panduit TIF #1
- Main Street TIF North
- Main Street TIF South

**Total Acreage = 146.16**

PIN	Area (Sqft)
28304090120000	7,563.58
28304120660000	13,887.51
28304090140000	7,401.08
28304090130000	8,772.65
28304090040000	12,636.19
28304090030000	9,879.08
28293000300000	586,678.64
28293000360000	151,976.31
28293000280000	129,649.13
28293000350000	21,092.58
28293000340000	1,750,737.14
28304100040000	20,742.97
28293000310000	131,678.16
28304090100000	9,242.20
28304090090000	6,429.03
28304090110000	9,230.82
28304090080000	13,858.86
28304090150000	27,598.27
28304120700000	13,336.54
28304120670000	14,070.01
28304120690000	12,858.73
28304120680000	14,144.27
28293000320000	209,563.09
28293000330000	141,365.06
28321010270000	16,159.65
28321010260000	11,948.11
28321020010000	1,779,528.57
28321010030000	29,755.14
28321010060000	28,439.51
28321010020000	28,589.45
28321010050000	28,818.83
28321010040000	27,875.69
28304100070000	28,480.51
28304100060000	289,645.49
28305000060000	191,977.08



**RESOLUTION NO. 2015-R-039**

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1  
FOX VALLEY FIRE AND SAFETY FOR UPGRADE OF THE VILLAGE OF  
TINLEY PARK RADIO FIRE ALARM NETWORK**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, previously approved and entered into a contract for radio fire alarm network (the “Contract”) with Fox Valley Fire and Safety ; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have considered a proposed Change Order to said Contract which is attached hereto as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, upon recommendation of staff have determined that it is in the best interests of said Village of Tinley Park that said Change Order be entered into and approved 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 the President and Board of Trustees of the Village of Tinley Park hereby find and determine that (1) the circumstances necessitating the Change Order were not reasonably foreseeable at the time the Contract was signed; (2) the changes affected by the Change Order are germane to the original Contract as signed; and (3) the changes effected by the Change Order are in the best interests of the Village and are authorized by law.

**Section 3:** That the President and Board of Trustees of the Village of Tinley Park hereby further find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Change Order be entered into and executed by said Village of Tinley Park, with said Change Order to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1.**

**Section 4:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute said Change Order for and on behalf of said Village of Tinley Park.

**Section 5:** 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



ONE COMPANY DOES IT ALL

Fire Alarm • 24-Hour Monitoring • Fire and Safety Products • Security • Engineered Fire Suppression • Sprinkler Service  
2730 Pinnacle Drive • Elgin, IL 60124-7943 • 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com

June 22, 2015

Tinley Park Fire Protection District  
**Attn: Daniel Riordan**  
17355 S 68<sup>th</sup> Court  
Tinley Park, IL  
Phone: 708-444-5200  
Via Email: driordan@tinleypark.org

**Project: Keltron Radio Network**

Dear Dan:

It has come to our attention from Keltron that the 8<sup>th</sup> edition radio networks are no longer going to be supported by Keltron or UL approved. Please see the attached letter. Replacement of the following equipment will be required to move forward to 9<sup>th</sup> edition.

**Radio Monitoring System Equipment and Scope of Work:**

- 2 - RF7500-C Radio System Controller/Signal Processors
- 2 - RF7500-K Radio Controller Install Kit
- 1 - Hardware Firewall Router to Close Network
- 1 - RF7100 Configuration Wizard Software Utility
- 2 - IP Connected Radio Frequency Signal Convertors (includes battery, wall transformer and enclosure, phone and Ethernet cable, Static IP Address, Network Drop, PST9 Line Required Per RF7500)
- 2 - Centronix80 Column Printer and Cable
- 1 - Redundant Mesh Network Receiving System
- 1 - Telephone Line Simulator Instead of PSTN
- 2 - Surge Protectors
- 1 - 2U Rack Mount PC for RF7500 Access
- 1 - 1U Sliding Rail 19" LCD Monitor/TP Keyboard
- 2 - Cable Connects for RF7500 to DMP703
- 2 - Lightning Protectors
- 1 - Labor and Material to Install Connect and Program

**Your investment for this package ..... \$ 27,900.00**

After you have had the opportunity to review this information, if it meets with your approval, please sign, date and fax or email this document to my attention at your earliest opportunity.

I look forward to partnering with you on this project and appreciate your careful consideration. If you have any questions, or if I may be of further assistance, please feel free to contact me at 847-875-0651, or Email tommatousek@foxvalleyfire.com.

Respectfully,

Tom Matousek  
Fire Protection Specialist  
TM/ag

Tinley Park Fire Protection District  
June 22, 2015  
Page 2  
Tom Matousek

**Credit Terms:**

1. All orders are subject to credit approval and may require a deposit; prior arrangements notwithstanding.
2. Payment Terms can be established by contacting our Accounts Receivable Department at 224-293-5308 or 224-293-5304.

**Approval:**

My signature below indicates that I am an authorized agent of the company receiving this proposal and that I have full power and authority to bind our company to the terms of this proposal.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TinleyParkFPDKeltronRadios



# Interoffice Memorandum



Fire Prevention Bureau

FP Memo #15-115

**Date:** August 31, 2015

**To:** Steve Tilton, Assistant Village Manager

**From:** Daniel P. Riordan, Deputy Chief/Fire Prevention

A handwritten signature in black ink, appearing to read "D. Riordan".

**Re:** Radio Fire Alarm Network  
Upgrading KELTRON Headend Receiving Equipment

Since the inception of the Radio Alarm Program in 2008, field radio transmissions have been received using 8<sup>th</sup> edition Keltron equipment. This receiving equipment is commonly known as "head-end" equipment. Our radio fire alarm vendor, Fox Valley Fire and Safety, has informed us the 8<sup>th</sup> edition head-end equipment that is currently installed for our radio alarm network will no longer be supported by the equipment manufacturer, Keltron Corporation. Fox Valley and Keltron both recommend that this equipment be replaced with 9<sup>th</sup> edition equipment.

Included with this memo is a copy of a Keltron Technical Bulletin published in 2014 regarding this equipment. In summary, Keltron has chosen not to manufacture 8<sup>th</sup> edition equipment nor re-engineer existing 8<sup>th</sup> edition to meet 9<sup>th</sup> edition specification. This Keltron bulletin recommends equipment replacement within two years to ensure continued reliability and support of the system. Bottom line, Keltron will have less resources and eventually no resources should our 8<sup>th</sup> edition equipment need repair or be replaced.

On June 22<sup>nd</sup>, 2015, Fire Prevention received from Fox Valley the Keltron Bulletin and the cost to replace this headend equipment. Included is a copy of the Fox Valley correspondence. To upgrade to the 9<sup>th</sup> Edition equipment would cost \$27,900. That includes installation labor. Based on discussions with Fox Valley, approval of work by September 30<sup>th</sup> will save approximately 10%. This savings is a result of incentives offered by Keltron.

In Fire Prevention's opinion, the biggest benefit to the 9<sup>th</sup> edition upgrade will be improved field accessibility when testing and troubleshooting impaired fire alarm and radio equipment. It is expected that fire inspectors will have access to alarm data quicker and resolve equipment repairs sooner.



Our IT Department has reviewed the proposal and after discussions with Fox Valley technical staff they have no issues with the equipment upgrade.

The funds for this upgrade are available through line item #14-72553, Repair & Maintenance Head End Equipment.

**Recommendation:**

Due to technological advantages, fund availability and apparent cost savings to install equipment now rather than later, Fire Prevention recommends to enter into an agreement with Fox Valley to purchase and install this 9<sup>th</sup> edition equipment.

Please contact me if you need additional information or if we need to meet and discuss.

DPR/ehk

cc: Kenneth Dunn, Fire Chief  
Robert Buttala, Fire Alarm Services Officer  
Eileen Scholz, Finance  
FP Memo File



### Overview

The Keltron Active Network Radio alarm signaling and receiving system was originally manufactured from 2000 to 2011 in accordance with UL 864 8th Edition and has provided reliable service since its first deployment. The system consisting of the Keltron RF7300 radio receiver and its Keltron RF750 transceivers was the first to use “mesh”, or active network radio frequency technology as a UL listed fire alarm signaling and reporting system.

### Current system status

In 2009, the UL 864 listing was updated to its 9th Edition and changed the requirements for fire alarm signaling. The Keltron Active Network Radio System was updated to meet these new requirements and the Keltron RF7300 radio receiver is now obsolete. It can no longer be manufactured and UL labeled or advertised as being UL listed.

Existing Keltron RF7300 radio receivers are still considered UL listed because they were listed and labeled at the time of manufacture and installation. Parts for existing Keltron RF7300 radio receivers will continue to be available for an indeterminate yet limited time.

### The NFPA and UL processes

The National Fire Alarm Code is revised and published on a three-year cycle after which UL 864 is revised to reflect the changes. Manufacturers of UL listed fire alarm equipment must submit paperwork and undergo a review of their existing UL listed equipment to enable UL to determine if it meets the current revision of the UL 864 equipment testing standard. If the existing equipment meets the revised standard, the manufacturer can produce, label and sell the existing equipment under the new standard. If the equipment does not meet the revised standard, the manufacturer can choose to discontinue production of the equipment, re-engineer the existing equipment to meet the standard, or design and produce a new model that meets the new standard and replaces the existing model.

The costs of re-engineering the Keltron RF7300 radio receiver to meet the UL 864 9th Edition standards proved to be higher than those of a new design. Combined with the opportunity to add beneficial new features to a new design that would meet the new standard, Keltron chose to replace the old radio receiver with the Keltron RF7500.

### Advantages of upgrading

The new Keltron radio receivers and signal converters are backwards-compatible with the Keltron LS 7000 life safety event management system, the Keltron DMP703 alarm receiver and both the UL 864 8th and 9th Edition radio transceivers. The new system includes enhanced features and functionality:

- Provides an auto-failover configuration to reduce the inconvenience of receiver or signal converter failure and improve system uptime and performance
- Provides enhanced system visibility to reduce service costs
- Increases system capacity and geographic expansion with remote Keltron RF7100 signal converters
- Extends the overall life of the system

### Upgrading to the UL 864 9th Edition Keltron Active Network Radio System

The following are the key similarities and differences between the two systems:

- The new receiver fits into the existing receiver’s rack space
- The new receiver requires AC power and a UPS for backup power instead of the DC power used by the old model.

Continued next page

[www.keltroncorp.com](http://www.keltroncorp.com)

- The new system includes the ability to communicate via IP communications using a new signal converter – the Keltron RF7100. It requires AC power and includes an internal battery for backup. The system requires a small UPS if installed in a location with generator back up to smooth the power surge and provide additional protection.
- Keltron RF7500 receivers must always be deployed in pairs because redundancy is required for UL 864 9th Edition compliance.
- The Keltron 7830 wall-mount transceiver is replaced with a Keltron RF7100 signal converter. Keltron provides additional support equipment to complete the installation.
- The existing head-end antennas, coaxial cable and lightning arrestors can remain in place, however, Keltron strongly recommends replacing the lightning protectors as a low-cost precautionary measure with a potentially substantial ROI.

#### **Recommendation**

Keltron recommends that Keltron UL 864 8th Edition active network radio system owners budget for a Keltron UL 864 9th edition upgrade within the next two years to ensure continued reliability and support of the system.

Keltron develops and manufactures universally-compatible, UL listed life safety event management systems for the municipal and proprietary markets. Solutions include Ethernet signaling systems, active network radio systems, distributed multiplex systems, digital communicator/receiver systems, and direct wire systems. All specifications are subject to changes without notice. For more information visit [www.keltronicorp.com](http://www.keltronicorp.com) or contact us at 781-894-8710.

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TB1407

# MEMORANDUM



TO: Trustee Brian Younker, Public Works Chairman  
FROM: Steve Tilton, Assistant Village Manager   
DATE: October 28, 2015  
RE: Gaynelle Bridge Wing Wall Stabilization

---

## **Background**

The Gaynelle Bridge structure is located one quarter miles south of 167<sup>th</sup> Street on Gaynelle Road in the Village of Tinley Park. The existing culvert is a three (3) celled – 10' x 10' reinforced concrete box culvert. The structure was constructed in 1968 and is rated a “7” – Good Condition for the Culvert condition rating in the latest NBIS Inspection Report dated 10/4/2013.

The wing walls at all four (4) corners of this culvert have rotated out of the plumb position in varying amounts. They have been monitored for movement during routine and special bridge inspections over the course of the last 25 years. The amount of movement that has taken place over the years has been documented and a soils investigation has also be conducted at the bridge site.

In order to maintain the condition, the village needs to contract the necessary work needed to stabilize the wing walls and prevent further rotational movement of the walls that could compromise the bridge structure. The repair may consist of the installation of tie-back anchors installed through the existing reinforced concrete wing walls, or other such solution as proposed by the installing contractor with due consideration for engineering and economy.

Bids for the project were received on Thursday, October 28, 2015. A summary of the bid results is shown below:

<b><u>Company</u></b>	<b><u>Bid Amount</u></b>
Foundation Mechanics of Chicago, Illinois	\$158,264

The Village has \$175,000 budgeted for this project.

## **Staff Direction Request**

1. Approve contract with Foundation Mechanics of Chicago, Illinois in an amount not to exceed \$158,264.
2. Direct Staff as necessary.



Jennifer S. Prinz, PE  
Direct Line: (708) 210-5687  
Email: [jprinz@reltd.com](mailto:jprinz@reltd.com)

October 28, 2015

Project 14-235.01

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

Attn.: Mr. Steve Tilton, Assistant Village Manager

RE: Gaynelle Road Bridge Wingwall Stabilization

Dear Steve:

Bids were received and publicly read on Wednesday October 28, 2015 at 10:01 am for the above-mentioned project. The bid results are as follows:

<u>Contractor</u>	<u>Location</u>	<u>As Read Bid</u>	<u>As Calculated Bid</u>
<b>Foundation Mechanics</b>	<b>Chicago, IL</b>	<b>\$158,264.00</b>	
Copenhaver Construction		No bid	
PT Ferro Construction Company		No bid	
Hayward Baker		No bid	
<i>Engineer's Estimate</i>		<i>\$175,000</i>	

We have reviewed the bids and found them to be correct and in order; therefore, at this time we would recommend that the Village award the contract to the low responsive bidder Foundation Mechanics in the amount of One Hundred Fifty Eight Thousand Two Hundred Sixty Four Dollars and Zero Cents (\$158,264.00)

Should there be any questions on this matter, please feel free to call me.

Respectfully yours,  
**ROBINSON ENGINEERING, LTD.**

Jennifer S. Prinz, PE  
Village Engineer  
R:\2010-2014\2012\12-435.TP\Digital Correspondence\12-435.01 AWARD LTR 2015.doc  
JSP/pc  
Encl: IDOT Prequalification

# MEMORANDUM



**To: Trustee Bernie Brady, Chairman Budget & Administration Committee**

**From: Steve Tilton, Assistant Village Manager**

*SP*

**Date: October 29, 2015**

**Re: Strategic Planning Session and Draft Focus Groups**

---

## Background

As you are aware, at the May 26, 2015 special Committee of the Whole (COW) meeting, staff was directed by the Village Board to research a potential long term planning session to be held later this year. Part of the discussion also involved creation of options to solicit feedback/thoughts from residents that the Village Board would be able to utilize during the long term planning process.

## Strategic Planning Session

Per the discussion at the COW meeting, the Village Board provided initial recommendations that any long term planning session have the following components:

1. The session should be facilitated by an independent outside consultant; and
2. Citizen feedback should be considered to be incorporated into the session by a separate citizen survey, citizen focus group(s), and/or any other means deemed appropriate by the Village Board.

Earlier this year, the Village issued a Request for Qualifications (RFQ) related to facilitation of the Village's strategic planning process/session. The Village received four (4) proposals from qualified firms. An interview team consisting of the Budget & Administration Chairman, Village Manager and Assistant Village Manager interviewed all four (4) firms. Upon completion of the interviews it was the unanimous recommendation of the interview team that Sikich was the most qualified and responsive firm to the RFQ. A copy of the Sikich proposal is attached to this memorandum as Attachment "A". Key aspects of the proposal, include, but are not limited to, the following:

- Facilitation of Village Focus Groups (November, 2015);
- Review of Village Citizen Survey Data (Prior to Strategic Plan Session);
- Perform Introductory Stakeholder/Village Board Input Interviews (December, 2015);
- Facilitate Strategic Planning Session (January, 2016); and
- Develop Final Presentation (February/March, 2016)

The proposed costs to the Village are between \$26,540 and \$29,975.

## **Focus Groups**

One of the key components of the strategic planning process is development and facilitation of the focus groups that will take place prior to the strategic planning session. Attachment “B” to this memorandum are DRAFT categories and potential participants in the various focus groups. Staff will be seeking from the elected officials on the final format and participants in the focus groups.

## **Village Board Discussion**

Staff would request direction and feedback from the Village Board on the following:

1. **Strategic Planning Proposal** – Review of the Strategic Planning Proposal; and
2. **Review of Draft Focus Groups** – Review of the draft focus groups.



**Proposed Workplan and Tasks to Facilitate  
Strategic Planning Initiative**

Village of Tinley Park, Illinois  
October 28, 2015



1415 W. Diehl Rd., Suite 400  
Naperville, IL 60563  
(630) 566-8400  
[www.sikich.com](http://www.sikich.com)

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October 28, 2015

Mr. Steve Tilton  
Assistant Village Manager  
Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, Illinois 60477

Re: Strategic Plan RFQ # 2015-RFQ-006 Follow up and Request for Project Workplan and Proposal

Dear Mr. Tilton:

Thank you again for the opportunity to have presented Sikich LLP's qualifications to facilitate a Strategic Plan for Tinley Park. We were pleased to learn that we were selected as the Village's process facilitators through your RFQ and interview activities. Strategic planning is an important step to move the Village forward and to build consensus on the Village's future and priorities. In response to your request for a more specific workplan, we have prepared the following description of our comprehensive approach to develop a Strategic Plan for the Board and community. Our framework and workplan include items discussed at the RFQ session and our follow-up conference call. The process will include group exercises and processes to assess the Village's current policy and operational environments, gathering citizen and stakeholder input, and the facilitation of a sequence of strategic planning workshops that include visioning, environmental scanning (SWOT Analysis) and goal development.

The philosophy that will guide this planning process is a holistic undertaking which will identify the Village's goals and priorities in a framework designed to achieve your long-term vision and strategies for the Village's future. The planning process will involve your office, the Village Board, key senior departmental leaders and citizen involvement. We will work closely with your office to further refine and plan-out the process design presented here. If you have any questions about the project approach and workplan presented in the attached, please don't hesitate to contact us.

Thank you again for this opportunity to assist the Village on this initiative.

Sincerely,



Gregory T. Kuhn, Ph.D.  
Director, Government Management Consulting  
Sikich LLP



Cristi H. Musser  
Senior Management Consultant  
Sikich LLP

## EXECUTIVE SUMMARY

Sikich's conceptual approach to strategic planning sets us apart from other proposers in that we have a proven methodology for assisting organizations to develop strategic plans that have a high degree of acceptance and provide the organization with a set of prioritized goals and objectives that are immediately usable for developing implementation action plans. Below we present our conceptual approach.

### Conceptual Approach

The degree of success of every government organization ultimately reflects the judgment of its stakeholders/citizens for how well it addresses three critical questions:

1. Are constituents' needs clearly understood?
2. How well do the programs or services of the Village align with defined needs?
3. Are programs and services being provided in the most effective and efficient manner and do they parallel long-term visions and goals for the Village?

We believe that strategic planning underlies all three of these elements because it helps determine where the organization wants to go and how it will get there. Strategic planning remains of high importance in today's constrained economic environment because it allows an organization's leadership and key stakeholders to logically and collaboratively establish short and long-term goals to realize a shared future. As the graphic below reflects, we facilitate a process by which your organization's vision, services, and activities are collectively identified along with the actions necessary to best address your Village's present and future opportunities and challenges.



It is our philosophy that the full potential of strategic planning can only be reached when the unique culture of the organization and the constituents it serves are incorporated in the process. We also believe that the practice of team development for leaders and performance-based strategic/action planning are interrelated activities. Policy leadership and management team effectiveness are essential to success because it is through key leaders that the organization determines its direction. The role of leaders is to not only guide and inspire, but also to adjust to changing dynamics along the way.

In addition to the workplan and conceptual approach presented, Sikich's stands apart in that its Government Management Consulting team has the expertise and staffing level depth to provide a quality final product to the Village. Our team members are former local government professionals with many years of experience in developing strategic plans. Sikich is also unique in that we employ a permanent full-time data analyst who is experienced in both qualitative and quantitative data analysis. Finally Sikich is a well established nation-wide firm headquartered in Naperville, Illinois.

## Sikich LLP

The Firm of Sikich LLP traces its foundation to a predecessor firm founded in 1928. Today we are one of the fastest growing regional firms in the Midwest with five offices in Illinois located in Chicago, Decatur, Naperville, Rockford and Springfield and offices in Brookfield, WI; Indianapolis, Indiana; St. Louis, Missouri; Greenwood Village, Colorado; Houston, TX; and Marlborough, Massachusetts. Crain's Chicago Business 2013 Book of Lists ranks Sikich as Chicago's 11th largest Accounting Firm, and Accounting Today Top 100 Firms 2014 ranks Sikich 34th nationally. In addition, we have been recognized as one of the Best Places to Work in Illinois (2013).

# Historical Timeline





Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations and special districts. This focus and our exemplary reputation assure the Village of Tinley Park the highest quality work and the most cost effective delivery of services. Sikich's state and local government team provides services to more than 350 counties, cities, villages, towns and other Illinois governments, including the second, fifth and eighth largest cities and the second and third largest park districts. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Sikich currently has 90 partners and more than 475 professional staff. Eight of these partners and more than fifty professional staff are devoted extensively to the Firm's local government services accounting team.

### **Additional Sikich Resources**

Client service needs are met promptly and professionally by our unique team philosophy, which allows each client to work with a team of specialists that focus on providing services to a specific industry. Government and non-profit organizations, manufacturing and distribution, construction, and professional service firms are some of the more significant industries served by these teams.

Sikich is a full service accounting firm with various service areas providing a wide array of business and financial services for our clients. These services include:

- > Accounting
- > Auditing
- > Tax services
- > Employee benefit plan consulting and audits
- > Technology selection, production and implementation
- > Network installation and administration
- > Human resources consulting and outsourcing
- > Local government management services
- > Organization design and staffing
- > Marketing and public relations
- > Forensic and fraud investigation
- > Investment management services for individuals and pension plans
- > Police and fire pension fund accounting and financial reporting services

Through these service areas, management advisory services in various specialized areas are available should the need for such assistance arise. Our additional services engagements are directed by partners, principals and other professionals who have experience in management consulting and in the specific areas we are requested to review. Independence standards may preclude us from performing some additional services for the Village and we would need to review the standards and the types of services with the Village before proposing on any additional engagements.

Our governmental clients often require services in special areas such as:

- > Strategic Planning
- > Budget development
- > Trend monitoring and forecasting
- > Rate settings
- > Organization design and process improvement
- > Bond issuances and refundings
- > Escrow verifications
- > Cash management
- > Employee benefits
- > EDP applications
- > Accounting policies and procedures documents
- > Staff training
- > Temporary staffing
- > Insurance and risk management analysis
- > Personnel policy development and implementation

## RELEVANT EXPERIENCE

Following are descriptions of some of the Strategic Planning projects for which Sikich has provided services within the last three years. All projects were managed and facilitated by Greg Kuhn and Cristi Musser; all Citizen Survey work was conducted by Sarah Korhonen including data collection and analysis.

### Municipality

### Work Performed

City of Dixon

Conducted City Council/Sr. Staff strategic planning workshop, community-wide citizen survey, community focus groups, and facilitated prioritization of goals (2013-14)

City of Geneva

Conducted City Council/Sr. Staff strategic planning workshop, community-wide citizen survey, community focus groups, and facilitated prioritization of goals (2012-13)

City of St. Charles

Conducted City Council/Sr. Staff strategic planning workshop, community focus groups, and facilitating current prioritization of goals (2015)

City of Elmhurst

Conducted City Council/Sr. Staff strategic planning workshop, community focus groups, and facilitating current action planning of prioritized goals (2014-15)

Village of Deer Park

Facilitated Board and staff leadership retreats and strategic planning process/goals updates (2014)

Village of Villa Park

Facilitated Board and staff leadership retreats and strategic planning process/goals updates (2014)

Village of North Aurora

Facilitated Board and staff leadership retreats and annual strategic planning process/goals updates (multiple engagements)

Village of Bartlett

Facilitated Board and staff leadership retreats and annual strategic planning process/goals updates (multiple engagements)

Village of La Grange

Conducted Village Board/Sr. Staff strategic planning workshop and facilitated action planning of resulting goals (multiple engagements)



**Municipality**

Village of Winfield

City of Newton

**Work Performed**

Facilitated Board retreat and strategic planning process and implemented a long-term plan implementation program (multiple engagements)

Developed the first mission statement for the organization, facilitated a Strategic Plan, assisted the City in preparing action statements to implement the goals and objectives (2012-13)



## PROJECT TEAM

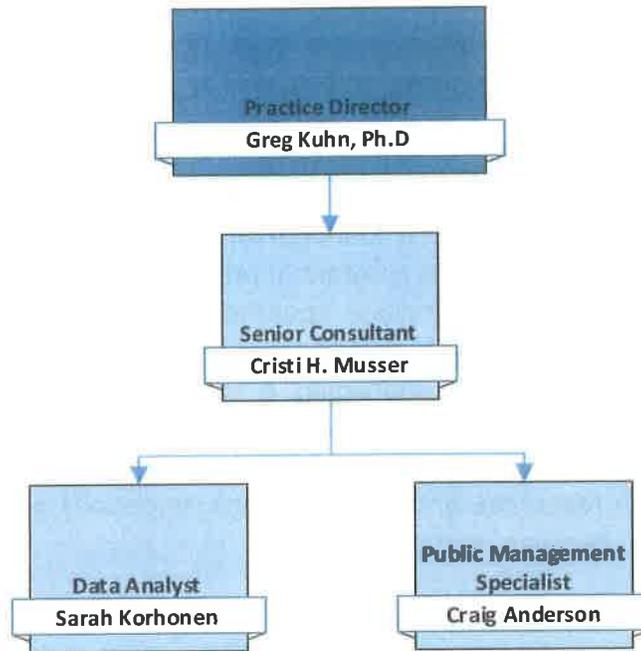
Sikich has assembled a team of seasoned local government professionals for the Village's strategic planning initiative. This multi-view approach brings together a strong combination of skills and experiences that can provide guidance and assistance to the Village at this important time of looking at the community's future needs and demands. Most Illinois municipalities are facing changes that will impact their structure, demands, and financial resources. While these complex circumstances present new challenges, our team firmly believes that changing circumstances also present opportunities to look to the future, adjust priorities, and develop goals to meet new dynamics.

The team we propose to perform your strategic planning components are members of Sikich's government management consulting team. The engagement team includes former local government professionals who retain strong ties to government networks, associations and resources. Their years of education and training make them extremely familiar with the public sector environment and readily able to serve local governments in a variety of specialized areas, including strategic planning and leadership development.

As Director of Sikich's Government Management consulting practice, Greg Kuhn will provide overall leadership and management of the project. Cristi Musser will act as senior project lead and coordinator and will be responsible for weekly activities of the project and communication with the Village and scheduling of the Sikich team for the various project elements and meetings including the project kickoff meeting, focus group sessions, additional project update meetings, and the Board workshops. Although it is difficult to estimate the amount of time Dr. Kuhn and Ms. Musser will spend on the project on a day to day basis, they both strive to act proactively to move projects forward to meet the project's timeline requirements and to regularly communicate with the client on all project aspects. Dr. Kuhn and/or Ms. Musser will attend the project meetings including the kickoff meeting, project update meetings, and the preliminary report meetings and presentations. Other firm and study team personnel may be called upon during the project for various phases, or, should the need arise, to assume roles of project identified personnel.

Following is an organizational chart of our practice as well as brief bios of our engagement team members.

**Sikich LLP  
Government Management  
Consulting Practice**



**Gregory T. Kuhn, Ph.D.**  
**Director, Government Management Consulting**  
**Project Director**

Most recently serving as Assistant Director for Public Management and Training at Northern Illinois University's Center for Governmental Studies, Greg has over 30 years of combined governmental and higher education experience. His primary service areas include Public Management, Strategic Planning, Human Resources, Organizational Analysis/Process Improvement, Budgeting and Performance Measurement. His local government career included service as Village Manager of Clarendon Hills, Illinois and Assistant to the Village Manager in Skokie, Illinois. In addition, Greg also served as the Managing Vice President of the PAR Group. Greg's consulting engagements for local governments and not-for-profits have included projects for large and small cities and counties in both rural and urban settings. Engagements have ranged from strategic plans, holistic compensation system analyses and executive recruitments to organization-wide studies and team building initiatives. Greg's approach to assignments focuses on progressive solutions based on good analysis and realistic implementation approaches.



**Cristi Musser, MPA**  
**Sr. Consultant, Government Management Consulting**  
**Sr. Project Coordinator**

Cristi has more than 15 years of experience in all facets of local government management in both county and city governments in Illinois, Oregon and California. She formerly served as the Director of Internal Services for Washington County, Oregon managing a department that served a \$100 million organization. Prior experience included working as a Senior Analyst for Marin County, California where she had extensive experience in budget and financial analysis. She recently worked in Human Resource Management for the Village of Downers Grove, Illinois while undertaking a graduate program in public administration at Northern Illinois University. Her accomplishments include spearheading the creation of a Countywide Intergovernmental Agency to provide consolidated 911 dispatch services for Washington County, Oregon; negotiating and managing a variety of medium sized outsourcing contracts; and developing and implementing internal reorganizations and process improvements for both county and city agencies. Her expertise also includes significant experience in human resources and labor relations, especially as it relates to process improvement, shared services, and outsourcing.



**Sarah Korhonen, MA**  
**Analyst, Government Management Consulting**

Sarah comes to Sikich from DePaul University's Social Science Research Center where she worked as a Research Associate in the College of Liberal Arts and Sciences. Her work at the University included providing consulting services and training workshops in qualitative and quantitative research methods and projects. In addition, to her research analyst work she also worked as a Service Project Coordinator for Egan Urban Center's community based partners. In this capacity she designed and managed program evaluation plans, developed survey designs, collected and analyzed data, and conducted individual and focus group interviews. Sarah's work with Sikich includes citizen survey development and analysis as well as expertise in NVivo, a qualitative data analysis software.



**Craig Anderson, MPA**  
**Public Management Specialist**

Craig began his long public sector career in the Public Works Department with the Village of Glenview, Illinois and later serving as an Administrative Assistant to the Director of Development and Public Services, an Administrative Assistant to the Village Manager, and as Assistant Village Manager. Craig served as Village Manager for Wheeling, Illinois and as Village Manager for Carpentersville, Illinois, from late 2002 until his retirement in 2010. Craig has assisted with various Sikich local government service studies and handled two interim staff assignments including Interim Building and Development Director in Highland Park.

Highlights from Craig's service as Manager in Carpentersville include: implementing a revamped capital improvements program; implementing a new classification and salary plan for non-represented personnel, and significantly improving financial record-keeping and reporting processes. Mr. Anderson holds a Master of Public Administration (Roosevelt University - 1979) and is an ICMA Credentialed Manager.

## PROJECT WORKPLAN, APPROACH AND GENERAL SCHEDULE

As discussed during the RFQ process, we have proposed a phased method of facilitated exercises to identify the Village's strategic vision and goals. In addition, the planned approach includes development of the core leadership group and the first steps to implement the collective role and vision that result from the planning process. The phases of the workplan are presented here:

### **Phase I: Process Planning/Initiation**

#### *Step A: Hold Preparation and Planning Meeting(s)*

In order to gain a more detailed understanding of the Village's specific expectations and to finalize the process, we will hold a planning meeting with key staff members. The purpose of this meeting is to seek agreement on our outlined approach and the related outcomes. With your input, we will also select potential participants for planned meetings and events. Since leadership is an essential component of any organization-wide initiative and because the process requires commitment, energy, and persistence, we will initially seek to consult the leaders most familiar with the environment to identify the following:

- > **Project Sponsor** - The Sponsor is the champion of the initiative, who must be able to convene the appropriate people and resources during the engagement. We initially suggest that Steve Tilton, the Assistant Village Manager, serve in this role. However, we will work closely with whomever you designate as a Project Sponsor to discuss and delineate the process and to communicate progress on a regular basis.
- > **Project Coordinator** - The Project Sponsor should designate a Coordinator; someone who is easily accessible to assist with scheduling and communications, but who also has significant institutional knowledge to help in the relevant document gathering process.

Both the Sponsor and the Coordinator should participate in the planning meeting with Sikich. As part of our kick-off phase, we will also gather relevant data and documentation about the Village. Information required by the process may include items such as financial statements, past/current long-term plans, organizational charts, community/business/employee surveys, program data, facility plans or program, and operation reports.

### *Step B: Conduct Introductory Board Interviews*

The next critical step is for the Sikich Team to conduct introductory (30 min.) elected official interviews with the Mayor, Clerk and members of the Village Board. By conducting one-on-one interviews, we will develop an introductory perspective of the Village that extends beyond data and financial information. In addition to introducing elected officials to the steps and components of the planning process, we also hope to learn about existing programs and services, trends, and influencing historical factors. From these initial interviews, both individual perspectives and common themes emerge that are extremely useful in planning and facilitating additional input activities, and the retreat workshops that will lead the Village to reach consensus on future goals.

### *Step C: Lead Half-Day Management Team Exploratory Workshop/Team Building*

In order to insure that the Village's senior management team is fully involved in this process, we will hold a combined strategic exploration/team-building workshop with the senior management team. The workshop will focus on a review of current conditions in each department, provide coaching on identifying strategic issues, summarize senior staff's role and provide an opportunity for leadership training and work-group development.

This working session will not only add to Sikich's knowledge base about Tinley Park, but will serve as an opportunity for your management team to become familiar with key leadership processes as well as strategic planning concepts and processes which will better prepare department heads for providing their unique and critical input during the planning process, and subsequent goal implementation phases.

### **Phase II: Review Village Collected Citizen Survey Input/Conduct Focus Groups**

The Village has indicated they are conducting a citizen survey this fall. The project team would review and analyze the findings and offer commentary to the Board and senior staff on the results, analysis and findings provided to the Village by the parties undertaking the survey work at the present time.

In addition to reviewing and commenting on the citizen survey data, Sikich will conduct a series of 6-8 stakeholder focus groups. This highly interactive technique for gathering qualitative data uses carefully selected focus groups to gather community stakeholders' input on key strategic internal and external issues. The ideal focus group design is to conduct sessions with 8-12 participants that represent cross-sections of the community. The Sikich Team will work with the Project Sponsor and other individuals identified in the project initiation phase to determine the exact number and composition of these groups, and the process for the Village to use to extend personal invitations and assure the timing, location and follow-up required for session logistics.

All focus group sessions would be facilitated by a member of Sikich's study team and would be conducted with structured questions and an opportunity for all participants to provide their input in a relaxed and encouraging atmosphere. Each focus group would be asked to answer the same set questions (selected by the Village from a list of possible questions). Focus group input would be recorded on large flip charts as each session proceeds and would be later transcribed.

At the conclusion of the focus groups, collected data would be coded and analyzed for key themes using the qualitative analysis software, NVivo. This tool allows the analyst to identify key themes and important sub themes and tabulate theme occurrences in summary fashion for interpretation and use by decision-makers. This is a valuable tool because while the facilitator may intuitively think they can identify the themes from the gathered data, the software can be used to attach a numerical count to themes and to identify themes as occurring in a number of ways. For example a key theme may occur across all groups and questions while another theme may only apply to one or two questions. Sikich would then prepare a stakeholder feedback report for policy makers and the organization that would reveal these themes and allow them to digest the qualitative data and apply it to the strategic plan.

### **Phase III: Strategic Plan Board/Senior Staff Retreat Workshop(s)**

During approximately 8-10 total hours of workshop discussions involving the Mayor, Village Board and senior management staff, the Village's leadership team will explore stakeholder input along with their own views of the past and present to establish a dialogue and seek common ground in a series of facilitated conversations. The workshop can take place as a 1 day event if necessary, but can be done most effectively in balanced sessions that are sequenced over two consecutive days, or two days that are no more than one week apart. The planned exercises are designed and structured to lead to consensus about future goals and objectives for the Village. The Sikich team's primary objectives during the strategic plan retreat will be to:

- > Guide participants through the strategic planning process;
- > Create a participative, team environment for all;
- > Provide feedback on collected data;
- > Establish a historical context;
- > Examine the context of the internal organization, as well as its external and competitive market;
- > Conduct a SWOT analysis to reflect on relevant external forces and trends;
- > Identify and categorize goals using nominal and group processes;
- > Assist participants in reaching consensus on priorities; and
- > Engage all participants in constructive dialogue.

## Performance-Based Action Planning Follow-Up

### Conduct Initial Action Planning Workshops

Once an agreed-upon grid of goals is developed, the focus should change to effective approaches for implementation. Action plans, scheduling, and structural assignments will produce the levels of awareness and accountability that are necessary for long-term success. Sikich can provide expert guidance, methodologies, and practical tools to assist the City in moving goals from ideas to actions.

Department Directors who participated in the Retreat (and any other applicable staff) will participate in two half-day “implementation initiation” workshops with Sikich, where the focus will be to determine the specific actions required to successfully complete the vision and goals resulting from the Retreat. Actions will concentrate on the short-term (1 to 2 years) and longer-term (3 to 5 years). Goals will be discussed in much greater detail than at the Retreat, to operationalize the overall consensus goals and to discuss each goal in context to consider priority, steps, timelines, and responsible persons using strategies similar to those that follow:

1. Operationalizing the Goals
  - a. What does Goal X, X1, X2, etc., really mean from a day-to-day operational perspective?
2. Structural Assignments
  - a. What person or work group will be responsible for a particular goal?
3. Scheduling
  - a. What will be the key target dates, timelines, and follow-up schedules?
  - b. How does this fit in with the Village’s overall schedule of needs and priorities?
4. Action Steps/Work Plans
  - a. How will the goals be accomplished?
  - b. What resources does the Village have or will need?
  - c. What outside help is required?
  - d. What is the approximate cost?
5. Performance Measures
  - a. How will the Village measure success?
  - b. What can be measured and how?

## Follow-Up Guidance and Assistance

After the “Initiation Implementation Workshops”, Village staff will continue to refine and finalize their action plans. Sikich will conduct as-needed follow-up meetings [presented as an optional element] with the group to review the Action Plan as a whole and make sure it properly aligns with the priorities in the Strategic Plan. As part of the action planning process, we also encourage the development of performance measures to align with the Village Board’s approved goals. Performance measurement is a tool that not only helps to establish accountability, but will assist staff in demonstrating rational success in accomplishing the Strategic Plan’s desired outcomes.

Though we have indicated here that departments will construct action plans post-workshop, we can alternatively be responsible for this post-action planning initiation work. This approach would still require staff input at several additional meetings, but would include more off-site involvement for Sikich. An estimate for these services can be provided to the Village upon request. Project management software can be utilized to create tracking documents as a tool to update managers and staff conducting goal related tasks and can serve as additional status communications with the governing board.

## Summary: Leadership’s Expression of the Future

A comprehensive view of the strategic planning model that has been described above can be seen in the illustration below. Strategic planning is a multi-phase process that most closely resembles an on-going cycle of information gathering, assessment, decision-making, and follow-through. In short, strategic planning represents *leadership’s expression of the future*. The benefits that will be realized will include both a collective understanding of leadership’s views as well as a working guide for both the Board and staff to follow to pursue the goals that will shape the Village’s future.



## IMPLEMENTATION SCHEDULE AND COST ANALYSIS

A separate engagement letter with final terms and scope will be prepared by Sikich upon acceptance of the proposal and notification to proceed.

### Conceptual Workplan Implementation Schedule

Task	Conceptual Timeframe
<b><i>Phase I: Process Planning/Initiation</i></b>	Weeks 1 - 4
Project Planning Meetings	
Introductory Board Interviews/Background Information Review	
*Determine Final Focus Group/Stakeholder Input Groups	
Discuss Communications Plan	
Finalize Project Design And Schedule	
<b><i>Phase II: Stakeholder Input</i></b>	Weeks 4 - 12
Hold Community Focus Groups	
Hold Management Staff Input and Team Building Workshop	
Analyze Data, Prepare Feedback Summary	
Conduct Collected Data Feedback Workshop	
<b><i>Phase III: Strategic Plan Leadership Workshops</i></b>	Weeks 12 - 15
Facilitate Council & Management Team Workshops	
Conduct Process To Set Priorities	
Document Plan And Summarize Process	
<b><i>Phase IV: Develop Action Plan</i></b>	Weeks 17 - 20
Conduct Initial Action Planning Workshop(s) and Follow-Up Meetings; Collaborate with Staff to Develop Tracking/Performance Documents	

Please note that timeline above is an estimate based on previous projects with similar scopes of service/specific meeting dates will be dependent on the City and the Sikich team's scheduling and can be adjusted based on mutual agreement of the parties.

We understand the Village wishes to commence work on the strategic planning process mid-November 2015 with project completion and final deliverables on approximately March 30, 2016. We have the staff available to begin work as soon as Sikich and the Village agree to and sign an engagement letter. We will work with the Village's leadership to establish a mutually agreeable start date and estimated date for completion.

## FEE ESTIMATE/PROJECT BUDGET REQUIREMENTS

We propose a range of fees for our services, based upon the study team's estimated hours and hourly charge rates for engagement team members. The total projected fee range for the Village's Strategic Planning Initiative as described herein will be **\$26,540-\$29,975** including travel and related project expenses. Travel and project expenses are based on a comprehensive approach. Any segregation of components or additional phasing will increase overall expenses and could impact fees.

Optional components or services, meetings, or activities beyond the scope described in the workplan would represent an additional consulting/research effort, at an additional expense, and would be performed at your request as authorized, or if needed, under an amended or separate contract for professional services. Additional work not quoted in the project proposal will be priced separately. The professional fees quoted in this proposal will remain in effect for 30 days. Should the Village decide to proceed with the project as outlined, we will provide a formal engagement letter for approval and signature.

Project Task	Team Hours Estimate +/-	Blended Cost Estimate Range*
<b>Phase I: Process Planning/Initiation</b>		
Planning Meetings	1	
Background Information Review	1-2	
Determine Citizen Input Focus Group Composition	2-3	
Conduct <i>Introductory</i> Stakeholder Interviews/Annotate Interview Data (up to 10 interviews)	11-12	
<b>Total Phase I</b>	<b>15-18</b>	<b>\$3,150-\$3,780</b>
<b>Phase II: Stakeholder Input</b>		
Formulate/Confirm/Focus Groups and Session Logistics	1-2	
Summarize Stakeholder Input Questions and Session Design	1-2	
Conduct Stakeholder Focus Groups Analyze and Present Findings	37-39	
<b>Total Phase II</b>	<b>39-43</b>	<b>\$8,190-\$9,030</b>

Project Task	Team Hours Estimate +/-	Blended Cost Estimate Range*
<b>Phase III: Strategic Plan Leadership Workshops</b>		
Design and Facilitate Management Team Exploratory/Team Building Workshop	8-9	
Design/Facilitate Council/Senior Staff Workshop(s)	12-14	
Conduct Prioritization Exercise	5-6	
Tabulate and Prepare Preliminary Summary of Results	11-12	
<b>Total Phase III</b>	<b>36-41</b>	<b>\$7,560-\$8,610</b>
<b>Phase IV: Develop Initial Action Plan Steps</b>		
Conduct Initial Action Planning Activity/Framework Workshops; Workshop Follow-up	13-14	
Facilitate Follow-up, Status Meetings; Draft Prelim Performance / Tracking Document	6-7	
<b>Total Phase IV</b>	<b>19-21</b>	<b>\$3,990-\$4,410</b>
<b>Phase V: Finalize**</b>		
Present Strategic Plan Process Outcomes, Tabulated Priorities, etc.	5-6	
Document Plan Process and Summarize Results; Develop Presentation	10-11	
<b>Total Phase V</b>	<b>15-17</b>	<b>\$3,150-\$3,570</b>
<b>Project Total</b>	<b>124-140</b>	<b>\$26,040-\$29,400</b>
<b>Estimated Expenses</b>		<b>\$500-\$575</b>
<b>TOTAL ALL PHASES</b>	<b>124-140</b>	<b>\$26,540-\$29,975</b>

\*Cost estimate range variations reflect possible mixes of team members.

\*\* Design of specific print or web materials related to the final strategic plan that might be requested by the Village would be completed as a supplemental component or under a separate agreement.



## **EXHIBITS**

### **Client Required Exhibit**

- > Insurance Certificate

### **State & Local Government Services**

### **Firm Profile**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nicoud Insurance Services 4481 Ash Grove Ste B Springfield IL 62711	<b>CONTACT NAME:</b> Christie Rottman <b>PHONE (A/C, No, Ext):</b> 217-546-6900 <b>E-MAIL ADDRESS:</b> christie.rottman@nicoudinsurance.com <b>FAX (A/C, No):</b> 217-546-7034
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> SIKIC-2 Sikich LLP 1415 W. Diehl Rd. Ste 400 Naperville IL 60563	<b>INSURER A:</b> Travelers <span style="float:right">NAIC # 0</span>
	<b>INSURER B:</b> Travelers Property Casualty <span style="float:right">25674</span>
	<b>INSURER C:</b> Travelers Indemnity Company
	<b>INSURER D:</b> Travelers Casualty Insurance <span style="float:right">31194</span>
	<b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER: 1471043071** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			680 6026R265	7/31/2015	7/31/2016	EACH OCCURRENCE	\$1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
							MED EXP (Any one person)	\$5,000	
							PERSONAL & ADV INJURY	\$1,000,000	
							GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
								\$	
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS			BA 6032R512	7/31/2015	7/31/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5,000			CUP 6037R648	7/31/2015	7/31/2016	EACH OCCURRENCE	\$20,000,000	
							AGGREGATE	\$20,000,000	
								\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB 496M6928	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$500000
								E.L. DISEASE - EA EMPLOYEE	\$500000
								E.L. DISEASE - POLICY LIMIT	\$500000
A	Employee Dishonesty			105565965	2/24/2015	2/24/2016			\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of Insurance

<b>CERTIFICATE HOLDER</b> Village of Tinley Park 16250 South Oak Park Avenue Tinley Park IL 60477	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# State and Local Government Services

## WHAT CAN SIKICH DO?

- › Accounting & Reporting Services
- › Audit & Compliance Services
- › Recruiting, Compensation Studies & Employee Benefit Consulting
- › ERP Selection, Implementation & Support
- › IT Infrastructure Services
- › Security & Compliance
- › Local Government Management & Operations Consulting
- › Outsourced Management, Finance, HR & Technology Functions
- › Police & Fire Pension Plan Accounting & Consulting
- › Strategic Planning & Performance Measurement
- › Forensic & Fraud Investigation
- › Marketing & Public Relations



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As a government leader, you know how important it is to find a premier professional services partner that can strategize, plan and implement a variety of ideas that will help you meet the goals of your organization. Budgetary constraints, conflicting demands of multiple constituencies and new regulations make reaching those goals difficult. Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- › A highly skilled staff and management team entirely dedicated to government services
- › An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- › Timely and cost-effective service delivery

Our government clients represent a wide range of industry sectors including:

- › State Departments and Agencies
- › Counties
- › Cities
- › Villages
- › Townships
- › Special Districts
- › Pension Plans
- › Park Districts
- › Public Libraries
- › Community Colleges
- › School Districts
- › Water Commissions
- › Water Reclamation Districts

Regardless of which type of government organization you represent, meet your goals and keep your many constituencies happy by seeking professional guidance in functions such as human resources, accounting, marketing, technology and more.

## We're involved...

- › American Library Association
- › Central Association of College and University Business Officers
- › Community College Business Officers
- › Friends of Illinois Parks
- › Government Finance Officers Association
- › Government Finance Officers Association of Missouri
- › Government Management Information Sciences Illinois
- › Illinois Association of County Board Members and Commissioners
- › Illinois Association of Fire Protection Districts
- › Illinois Association of Municipal Management Assistants
- › Illinois Association of Park Districts
- › Illinois Association of School Business Officials
- › Illinois City/County Management Association
- › Illinois County Treasurers' Association
- › Illinois Government Finance Officers Association
- › Illinois Library Association
- › Illinois Municipal Treasurers Association
- › Illinois Public Pension Fund Association
- › Illinois Tax Increment Association
- › Indiana Library Federation
- › International City/County Management Association
- › National Association of College and University Business Officers
- › Wisconsin Government Finance Officers Association
- › Wisconsin Municipal Clerks Association

# Sikich Snapshot

## Organization

Sikich is a dynamic professional services firm specializing in accounting, technology, investment banking and advisory services. Founded in 1982, we are now one of the country's Top 35 largest CPA firms and among the top 1 percent of all enterprise resource planning solution partners in the world.

## Industries

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

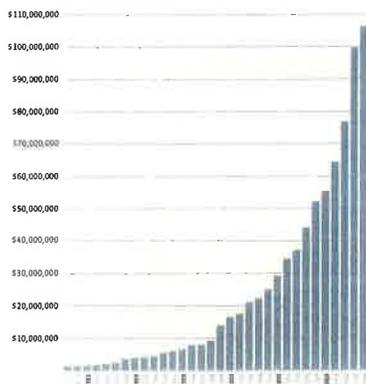
- › Agriculture
- › Construction & Real Estate
- › Government
- › Manufacturing & Distribution
- › Not-for-Profit
- › Oilfield Services

## Statistics

2014 Revenues	\$106.5M
Total Partners	87
Total Employees	650
Total Personnel	735

Personnel count as of February 17, 2015

## Sikich Total Revenues



## Awards

- › *Accounting Today* Top 100 Value Added Reseller: ranked 7th, 2015
- › Bob Scott's Top 100 Value Added Reseller: ranked 9th, 2015
- › *Accounting Today* Top 100 Firms: ranked 34th nationally, 2014
- › *Accounting Today* Regional Leaders – Top Firms: Great Lakes: ranked 4th, 2014
- › *INSIDE Public Accounting* Top 50 Largest Accounting Firms: ranked 32nd nationally, 2014
- › Microsoft Dynamics Inner Circle and President's Club, 2014
- › *Milwaukee Business Journal* Largest Management Consulting Firms: ranked 12th, 2014
- › Best Places to Work in Indiana, 2014
- › Best Places to Work in Illinois, 2014
- › *Bob Scott's Insights* Value Added Reseller Stars, 2014
- › *Inc.* Magazine's Inc. 500|5000: ranked 4,627th fastest-growing private company nationally, 2013
- › *Crain's Chicago Business* Fast Fifty: ranked 49th, 2013
- › Alfred P. Sloan Award for Excellence in Workplace Effectiveness & Flexibility, 2013
- › *Daily Herald Business Ledger* Book of Lists: ranked 5th, "Accounting Firms;" Chicago Western Suburbs, 2013
- › *Springfield Business Journal* Book of Lists: ranked 1st, "Accounting Firms;" Springfield, Illinois, 2013
- › *Chicago Tribune's* Chicago's Top Workplaces, 2013
- › *Crain's Chicago Business* Top 25 Firms: ranked 11th in Chicagoland, 2013

## SERVICES

- › Accounting & Assurance
- › Business Valuation
- › Dispute Advisory
- › ERP & CRM Software
- › Human Resources Consulting
- › Insurance Services
- › Investment Banking & Corporate Finance
- › IT Services
- › Marketing & Public Relations
- › Retirement Planning
- › Supply Chain
- › Tax Planning
- › Wealth Management



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DRAFT

FOCUS GROUP BREAKDOWN

Civic Group

- Superintendents of Tinley Schools
- Park District Executive Director
- Township Supervisors
- Chamber of Commerce Executive Board

Community Group

- Ministerial Association
- Bulldogs & Bobcats
- SALT Group
- S.W. Community Service
- Together We Cope
- Crisis Center

Village Commissions

- Main Street
- ECC
- CRC
- Environmental Commission
- Senior Commission

"Ruling" Commissions

- ZBA
- Plan Commission
- Civil Service

### **High School Students**

- Selected by the Principals
- Must be a Tinley Park Resident
- Juniors and Seniors Only

### **Business Community**

- Carlos Guzman
- Ron Bailey
- John Flanagan
- Len Svabek
- Jeff Hofer
- Jeff Brunner
- Joe Onorio
- Aris Halikias
- Robert Jones
- John O'Donnell
- Marty Ward
- Steve Vernon
- Pat Rubino
- Jeff Hoekstra
- Inland Development
- Brixmor Development
- Apple Chevy
- Independent Hotel

### **Citizen Group**

- Each Elected Official invites two participates

### **Employee Group**

- Union Representation
- Open invite for employees who want to participate

**COMMENTS FROM  
BOARD & STAFF**

**COMMENTS FROM  
THE PUBLIC**

# **ITEM #24**

## **Executive Session**

*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**