Tinley Park
ILLINOIS

Interoffice Memorandum

Tinley Park Police Department

Date: January 28th

To: Chief Neubauer

From: Deputy Chief Faricelli

Subject: Capital Request – Northeastern Illinois Regional Crime Lab

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For the upcoming budget year we have requested $81,000 for membership to the Northeastern Illinois Regional Crime Lab. The Northeastern Illinois Crime Lab is a private fully accredited crime lab providing evidence processing services to law enforcement agencies. Membership with Northeastern would not preclude or hamper our ability to utilize the Illinois State Police Crime Lab should a need arise.

Evidence Submission Limitations:

Our request for membership is based upon several limitations the Illinois State Police Crime Lab has placed upon municipal agencies in the recent years. These limitations are no doubt due to State budgetary constraints but have caused us some difficulty in providing the level of service expected for a community like Tinley Park. A few of these limitations include:

The Forensic Firearms Section will no longer process;

- Suicide Cases
- Fired Evidence Cases with no known victim, suspect, or witness.
- Tool mark cases with tools that cannot be associated with a suspect

Syringes will no longer be accepted for analysis.

Large items exceeding 25 pounds will not be accepted.

The number of items submitted to be analyzed is limited to 5 per case.

Cases involving theft or burglary of items under $500.00 will not be accepted.

According to TPPD investigators, DNA without a suspect comparable or found in a public way will not be accepted.

The above limitations are only a representation. I have attached a more complete list to this memorandum.

Evidence Submission "Turn-Around" Times:

The turn-around times on evidence submitted to the Illinois State Police Crime Lab have also become excessive and have led to the inability to prosecute cases due to statute of limitations. As an example, a recent burglary case worked by Investigator Tencza resulted in a DNA identification of the offender. However, due to the length of time to get the response from the Illinois State Police Crime Lab, the statute of limitations on the offense had passed and prosecution could not be sought. I have been informed by TPPD investigators that submitted latent fingerprints take 18 to 28 months for return while DNA evidence can take anywhere from 8 to 12 months. The following turn-around times were claimed as averages by the Northeastern Illinois Regional Crime Lab:

- DNA 46 days
- Firearms 41 days
- Fingerprints 34 days
- Drugs 22 days
- DUI's 14 days

As you are well aware, these types of delays greatly hamper our ability to arrest offenders and prosecute cases. Northeastern has also indicated that these turn around times can be greatly reduced further if the incident requires it due to the cases' severity or importance.

Other Benefits:

The technicians processing evidence for Northeastern Illinois Regional Crime Lab are readily available to discuss cases directly with TPPD investigators. This direct one on one contact with the actual technician processing a particular piece of evidence leads to a better understanding of our needs and expectations. Further, Northeastern's technicians will come out and assist with the collection of evidence in unusual or complex cases.

Conclusion:

In conclusion, the Illinois State Police Crime Lab's recent issues have greatly hindered their ability to provide a valuable service to this police department. This reduction in service has, in turn, diminished our ability to protect and serve the community. The Northeastern Illinois Regional Crime Lab seems to provide a reasonable alternative and several other local police departments have begun utilizing them for their evidence processing (see attached list for references). Membership is non-binding and would be on a year to year commitment. If the Illinois State Police Crime Lab returns to previous levels of service or Northeastern Illinois Regional Crime Lab does not provide the level of service promised, we can return to our previous method for evidence submission.

Respectfully,

Deputy Chief
Charles Faricelli

NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY

1000 BUTTERFIELD ROAD, SUITE 1009 VERNON HILLS, ILLINOIS 60061
PHONE (847) 362-0676 FAX (847) 362-0712

Northeastern Illinois Regional Crime Laboratory Member Agencies:

1. Antioch
2. Bannockburn
3. Buffalo Grove *
4. Cook County Sheriff's Police *
5. Deerfield *
6. Evanston *
7. Fox Lake
8. Glencoe
9. Glenview *
10. Grayslake
11. Gurnee
12. Hawthorn Woods
13. Highland Park
14. Huntley
15. Johnsburg
16. Kenilworth
17. Kildeer
18. Lake Bluff
19. Lake County Sheriff
20. Lake Forest
21. Lake Zurich
22. Libertyville
23. Lindenhurst
24. Lincolnshire
25. Lincolnwood *
26. McHenry
27. MEG- LC
28. Morton Grove*
29. Mundelein
30. North Chicago
31. Northbrook *
32. Northfield *
33. Northwestern University *
34. Park City
35. Palos Heights *
36. Prospect Heights *
37. Riverwoods
38. Round Lake Park
39. Vernon Hills
40. Wauconda
41. Waukegan
42. Wheeling *
43. Will County Sheriff
44. Wilmette *
45. Winnetka *
46. Winthrop Harbor
47. Zion

* = Cook County

Northeastern IL Regional Crime Lab
1000 Butterfield Road
Suite 1009
Vernon Hills, IL 60061

Voice: 847-362-0676
Fax: 847-362-0712

INVOICE

Invoice Number: 993
Invoice Date: May 10, 2016
Page: 1

Bill To:	Ship to:
Tinley Park Police Department 7850 183rd Street Tinley Park, IL 60477	Tinley Park Police Department 7850 183rd Street Tinley Park, IL 60477

Customer ID	Customer PO	Payment Terms	
TINLEYPARK		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		6/9/16

Quantity	Item	Description	Unit Price	Amount
1.00		FY 2016/2017 MEMBERSHIP ASSESSMENT	74,847.00	74,847.00
1.00		INTERGOVERNMENTAL BUTTERFIELD MAINTENANCE AGREEMENT FOR FY 16/17	3,000.00	3,000.00

Subtotal	77,847.00
Sales Tax	
Total Invoice Amount	77,847.00
Payment/Credit Applied	
TOTAL	**77,847.00**

Check/Credit Memo No:

RESOLUTION NO. 2016-R-021

**RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
AMONG THE MEMBER AGENCIES OF THE
NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement among the member agencies of the Northeastern Illinois Regional Crime Laboratory, a true and correct copy of such Intergovernmental 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 Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

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 "Intergovernmental 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

INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER AGENCIES OF THE NORTHEASTERN ILLINOIS REGIONAL CRIME LABORATORY

THIS AGREEMENT made and entered into by and among the member agencies or units of local government (hereinafter called Members) of the Northeastern Illinois Regional Crime Laboratory (hereinafter called the Crime Lab):

WITNESSETH:

WHEREAS, the Members recognize that the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity requires the use of certain forensic services for the analysis and identification of physical evidence; and

WHEREAS, the Members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity; and

WHEREAS, the Members are entering into this Intergovernmental Cooperative Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1); and other applicable authority;

NOW, THEREFORE, the Members agree as follows:

SECTION 1 – PURPOSE OF AGREEMENT; RECITALS

This agreement is made in recognition of the fact that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and the support of a specialized forensic organization. It is the purpose of this Agreement to provide the means whereby assistance is provided to the Member by the Crime Lab pursuant to the conditions of this agreement. The foregoing recitals are hereby incorporated into this Agreement as findings of the Members and the Crime Lab.

SECTION 2 – DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. **Forensic Services**: Those services provided by the Crime Lab to a Member pursuant to this Agreement that pertain to the collection, packaging, identification, and analysis of physical evidence pursuant to the investigation or prosecution of a crime.

2. **Annual Assessment**: The fee provided for by this agreement to serve as compensation to the Crime Lab to offset the cost of operation. Costs of operation include any costs incurred by the Crime Lab in the furtherance of its operation including costs for personnel, training, facilities, fixtures, equipment, supplies, and utilities.

   An annual assessment shall be levied against all Members in accordance with the duly adopted Constitution and Bylaws of the Crime Lab.

   A basic requirement of continued membership under this Agreement is the timely payment of the Annual Assessment and other established fees by the Member.

Section 3 – Term

The initial term of this Agreement shall be for a period commencing on the date of execution of the Agreement by the Chief Executive Officer of the Member and concluding on the May 1 immediately following such date of execution.

Section 4 – Administration and Operations

The administration and operation of the Crime Lab shall be in conformance with the precepts set forth in the Constitution and Bylaws of the Crime Lab and any Standard Operating Guidelines established under the authority of those bylaws.

Section 5 – Scope of Response

The Crime Lab shall provide for forensic services as outlined in the Scope (Forensic Services) for any official investigation conducted by the law enforcement department of a Member within or immediately adjacent to its corporate boundaries.

In addition to the Scope of Services, the Crime Lab will also aid agencies with the destruction of drugs and firearms. Such destruction will be completed with compliance the policies set by the Crime Lab.

Section 6 – Direction of Personnel And Equipment

The Crime Lab Executive Director shall be responsible for supervising and directing the actions of all Crime Lab personnel and for determining the use of all equipment and resources of the Crime Lab.

Section 7 – Authority Of Crime Lab Personnel

Each employee of the Crime Lab shall be fully authorized by the Member to perform their official duties pursuant to any official investigation conducted under the terms of this Agreement.

Section 8 – Reimbursement to Crime Lab

Members shall be responsible for paying such annual fees, facility occupation and maintenance fees, capital improvement fees, and service fees as me be established from time to time pursuant to the Constitution and Bylaws of the Northeast Illinois Regional Crime Lab.

Section 9 – Indemnification

To the greatest extent permissible by law, the Crime Lab shall assume full and complete responsibility for the actions of its employees acting pursuant to this Agreement, including without limitation, insurance, indemnification and protection of such personnel.

Section 10 – Effectiveness; Term

This agreement shall be in full force and effect and legally binding on the Crime Lab and the Member as of the date written below. This Agreement shall automatically renew for a period of twelve (12) months on the May 1 immediately following such effective date, and each May 1 thereafter for a like period of twelve (12) months.

Section 11 – Amendments

This Agreement may be amended from time to time in writing approved by resolution of the corporate authorities of each Member. Any proposed amendment shall not be effective until adopted and approved by the corporate authorities of each Member.

Section 12 – Termination

The Member may terminate this Agreement by resolution of its corporate authorities. Certified copies of any such terminating resolution shall be filed with the Executive Director of the Crime Lab and the President of its Executive Board within thirty (30) days after its passage. In the event of termination as to one Member, this Agreement shall remain binding as to the remaining Members.

Termination shall not be effective, however, until ninety (90) days after filing of certified copies of the Executive Director and President of the Executive Board. Moreover, notwithstanding such termination, a terminating Member shall remain liable and responsible for paying all fees for services provided by the Crime Lab prior to the effective date of such termination.

Further, a terminating Member shall not be entitled to any refund or return, in whole or in part, of fees or assessments paid by such Member prior to the effective date of such termination nor shall the terminating Member be entitled to receive or hold any interest in any equipment or other assets or interests of the Crime Lab.

IN WITNESS THEREOF, this Agreement has been duly executed this _____ day of _____, _____.

For the Northeastern Illinois Regional Crime Laboratory

By: _____
President

By: _____ _____
Chief Executive Officer of Member Member Agency Name

ORDINANCE NO. 2016-O-033

AN ORDINANCE AMENDING CHAPTER 154 TITLE XV OF THE TINLEY PARK MUNICIPAL CODE – SWIMMING POOLS

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

WHEREAS, the Corporate Authorities previously adopted Chapter 154 Title XV of the Tinley Park Municipal Code establishing minimum regulations for the construction and maintenance of swimming pools; and

WHEREAS, the Corporate Authorities hereby desire to delete certain sections and also amend certain sections of Chapter 154 Title XV of the Tinley Park Municipal Code; 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 to amend Chapter 154 Title XV of the Tinley Park Municipal Code pursuant to this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

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

Section 2: That Section 154.10 of Chapter 154 of Title XV entitled "FENCES" is hereby deleted in its entirety and replaced with the following underlined language:

§ 154.10 BARRIERS.

Any outdoor pool, including in-ground, above-ground, or on-ground, spa, and hot tub must be surrounded by a barrier not less than 60 inches measured from the outside of the enclosure. A "barrier" is a permanent fence, enclosure, wall, building wall or combination thereof that completely surrounds the swimming pool and obstructs access to the swimming pool, spa, or hot tub. Openings in the barrier shall not allow passage of a 4-inch-diameter sphere. All doors or gates in the pool barriers must be equipped with self-closing and self-latching devices designed to keep, and capable of keeping, such doors or gates securely closed at all times when not in actual use; provided, however, that the door of any dwelling occupied by human beings forming any part of the enclosure here and above required need not be so equipped.

Section 3: That Chapter 154 Title XV is hereby amended by adding a new section 154.33 entitled "CONTRACTORS/SUBCONTRACTORS REGISTRATION; BONDING" with the following underlined language:

§ 154.33 CONTRACTORS/SUBCONTRACTORS REGISTRATION; BONDING.

(A) Contractors/sub-contractors: All contractors and/or sub-contractors engaged in the construction, installation, enlargement, or alteration of swimming pools must register with the Village of Tinley Park prior to the commencement of any project in the Village of Tinley Park.

(B) Bonding: All contractors and/or sub-contractors performing electrical work for swimming pools must file with the Village of Tinley Park Building Department a surety bond in the amount of $20,000 secured by a surety company acceptable by the Village of Tinley Park prior to the commencement of any project in the Village of Tinley Park.

Section 4: Any policy, resolution, or ordinance of the Village of Tinley Park that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and effect from and after its adoption and approval.

Section 6: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this day of by the President of the Village of Tinley Park.

_____
Village President

ATTEST:

_____
Village Clerk

ORDINANCE NO. 2016-O-034

AN ORDINANCE AMENDING CHAPTER 110 OF TITLE XI OF THE TINLEY PARK MUNICIPAL CODE – GENERAL BUSINESS LICENSE REGULATIONS

WHEREAS, the Village of Tinley Park is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, Section 6 of Article VII of the Illinois Constitution of 1970 provides that a home rule unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, under the current provisions of Chapter 110 of the Tinley Park Municipal Code, all contractor licenses expire on December 31 of each year; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park find that it is in the best interests of the public and the Village to revise and update the provisions of the Tinley Park Municipal Code with respect to business license regulations, as set forth herein, to provide that the term of a contractor's license shall be one year from the date of issuance;

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 Whereas clauses set forth above are incorporated herein as substantive provisions of this Ordinance.

Section 2: That Section 110.28 of Chapter 110 of Title XI of the Tinley Park Municipal Code be and is hereby amended to read in its entirety as follows:

§ 110.28 TERM OF LICENSE; PRORATION OF FEES.

(A) All annual licenses **other than Contractor licenses** shall terminate on December 31 in each year where no provision to the contrary is made; except as otherwise expressly provided, the applicant for a license **other than a Contractor license** for a new place of business or to engage in a new occupation shall be

required to pay the full annual license fee specified where the fee is $40 or more per annum, if at the time of the application for a license ~~less than~~ three months or more but less than six months have expired he or she shall be required to pay three- fourths of the annual license fee; if six months or more but less than nine months have expired the applicant shall be required to pay one-half of the annual license fee; if nine months or more shall have expired, the applicant shall be required to pay one-fourth of the annual license fee. No license shall be issued for less than one-fourth of the annual fee.

(B) If the annual license fee shall be less than $40, the license fee shall be prorated semi-annually.

(C) The Village Clerk shall mail to all licensees of the village**, other than contractor licensees,** a statement at the time of the expiration of the license held by the licensee. However, if the license is an annual license, then the notice of expiration shall be mailed three weeks prior to the date of expiration. A failure to send out the notice, or the failing of the licensee to receive it shall not excuse the licensee from a failure to secure a new license, or a renewal thereof, nor shall it be a defense in any action for operation without a license.

(D) The term of a Contractor license shall be one year from the date of issuance.

Section 3: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 5: The provisions of this Ordinance shall be in full force and effect upon its passage, approval and publication, in accordance with law.

Section 6: The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

ADOPTED this ____ day of _____, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2016.

_____
VILLAGE PRESIDENT

ATTEST:

_____
VILLAGE CLERK

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 Ordinance now on file in my office, entitled:

ORDINANCE NO. 2016-O-034

AN ORDINANCE AMENDING CHAPTER 110 OF TITLE XI OF THE TINLEY PARK MUNICIPAL CODE – GENERAL BUSINESS LICENSE REGULATIONS

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the _____ day of _____, 2016, at which meeting a quorum was present, and approved by the President of Tinley Park on the _____ day of _____ 2016.

I further certify that the vote on the question of the passage of the said Ordinance 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 the vote was as follows, to wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Ordinance, 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 _____, 2016.

By: _____
Village Clerk

358292

Memorandum

Planning Department

To: Trustee Pannitto
Building & Compliance Committee

From: Paula J. Wallrich, AICP
Interim Community Development Director

Date: May 11, 2016

Re: **Contractor License Term**

Attached please find a draft ordinance amending Chapter 110 of Title XI of the Tinley Park Municipal Code – General Business License Regulations regarding contractor's licenses to allow the renewal period to begin one year from application date instead of annually on January 1st. This will allow the license and bond to expire at the same time and cover the year of construction of any project submitted for permit. There is currently a lapse in licenses, especially in commercial projects that usually take almost a year to complete.

With the current annual renewal for all license coinciding on January 1st staff must print, mail and process over 3,000 contractor license applications at one time. Printing/postage is about $2,000 per year. This additional impact on administrative staff significantly impacts the ability to operate efficiently to complete typical daily tasks.

Staff is seeking direction to request Village Board approval of the attached ordinance and begin this process with all new contractor registrations.

RESOLUTION NO. 2016-R-023

A RESOLUTION APPROVING A REAL ESTATE SALE AGREEMENT BY AND AMONG INTER-CONTINENTAL REAL ESTATE AND DEVELOPMENT CORPORATION AND ODYSSEY I-80, LLC AND THE VILLAGE OF TINLEY PARK

WHEREAS, the Village of Tinley Park ("Village") is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, Section 6 of Article VII of the Illinois Constitution of 1970 provides that a home rule unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village believe and hereby declare that it is in the best interests of the Village and its residents to enter into a real estate sale agreement by and among Inter-Continental Real Estate and Development Corporation and Odyssey I-80, LLC and the Village of Tinley Park ("Agreement"; and

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: Incorporate of Recitals. The foregoing recitals are hereby incorporated into this Resolution as if fully set forth in this Section 1.

Section 2: The Agreement attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Village President is hereby authorized to execute the Agreement on behalf of the Village.

Section 3: Effective Date. This Resolution shall be in full force and effect immediately upon its passage by the President and Board of Trustees and approval as provided by law.

SIGNED AND APPRVOED this ___ day of ____, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2016, by the President of the Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

REAL ESTATE SALE AGREEMENT

This Real Estate Sale Agreement (this "Agreement") is dated as of July ____, 2016, and is made by and among Inter-Continental Real Estate and Development Corporation, an Illinois corporation, and Odyssey 1-80, LLC, an Illinois limited liability company (collectively referred to herein as "Seller"), and the Village of Tinley Park, Illinois, ("Purchaser").

RECITALS:

A. Seller is the owner of or holds an interest in certain real property consisting of one or more tracts of land located in the Village of Tinley Park and commonly known as 191st Street between Harlem Avenue (IL Rte. 43) and Ridgeland Avenue, legally described as set forth in Exhibits A-1, A-2, and A-3, referred to herein as the Original Parcel, collectively, consisting of approximately .949 acres, with existing improvements;

B. Seller is also the owner of a separate adjacent parcel of real estate, which is fully described in Exhibit B, as attached, over which the Purchaser desires a Temporary Construction Easement, referred to herein as the Easement Parcel;

C. Seller is also the owner of or holds an interest in an additional parcel consisting of adjacent land of approximately 1.71 acres, which is legally described as set forth on Exhibit C, attached, referred to herein as the Additional Parcel;

D. Seller desires to transfer ownership of and Purchaser desires to acquire ownership of the Original Parcel and the Additional Parcel together with all personal and intangible property, and Seller desires to give and Purchaser desires to receive a temporary construction easement on the Easement Parcel (the Original Parcel, the Additional Parcel, and the Easement being referred to herein as the Land) all on the terms and conditions more fully set forth herein.

E. Seller desires the transfer of the Property to be in a form of part sale part contribution under which the Seller receives a cash price less than fair market value for the Real Estate and is treated for federal income tax purposes as donating the value of the real estate which exceeds the cash price component which it receives. Purchaser makes no representations whatsoever regarding the federal income taxation of this transaction and Seller represents and warrants it has sought and received its own legal advice regarding the same and that it relies solely on such legal advice. The Purchaser shall in no way be responsible for the federal income taxation of this transaction nor the failure of Seller to obtain such anticipated favorable tax treatment/deductions. The failure to obtain such favorable tax treatment shall not affect the amount to be paid by the Purchaser hereunder nor shall it be cause for the Seller to terminate this transaction, it being specifically understood and agreed to that Seller bears all risk relating to the federal income taxation treatment of this transaction including the treatment of the "donations".

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. The Property.

1.1 Description. Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell, donate and transfer, and Purchaser agrees to purchase and receive and acquire , all of Seller's right, title, and interest as it exists in and to the following (collectively, the "Property"):

1.1.1 The Land;

1.1.2 Any other buildings, parking areas, improvements, and fixtures now situated on the Land (the "Improvements"); and

1.1.3 All rights in streets and alleys, rights of way, easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land, if any.

1.2 "As-Is" Purchase.

1.2.1 Except as may be set forth herein, the Property is being transferred in an **"As Is"** condition and **"With All Faults"** as of the date of this Agreement and of Closing. No representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, employee, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof.

1.2.2 Except as expressly set forth in this Agreement, Seller makes no representations or warranties as to whether the Property contains Hazardous Substances (defined below) or the extent, location or nature of same. Further, to the extent that Seller has provided to Purchaser information from any inspection, engineering or environmental reports concerning the presence of Hazardous Substances on or about, or released from the Property, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Purchaser agrees and acknowledges that it has relied and shall rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser.

As used herein the term "Hazardous Substances" means (i) any flammable explosives, radioactive materials or hazardous, toxic or dangerous wastes, substances or related materials or any other chemicals, materials or substances, including, but not limited to, asbestos, PCBs, petroleum products and by-products (including, but not limited to, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel, or any mixture thereof), which are defined or listed as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in, or exposure to which is prohibited, limited or regulated by, pursuant to, or for purposes of, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.); any so-called "Superfund" or "Superlien" law; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material; (ii) any substances or mixture regulated

under the Toxic Substance Control Act of 1976, as now or hereafter amended (15 U.S.C. Section 2601 et seq.); (iii) any "toxic pollutant" under the Clean Water Act, as now or hereafter amended (33 U.S.C. Section 1251 et seq.); and (iv) any hazardous air pollutant under the Clean Air Act, as now or hereafter amended (42 U.S.C. Section 7901 et seq.). The terms and provisions of this Section 1.2.1 shall survive the Closing hereunder.

1.3 Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, Seller's right, title and interest in and to the Property in the condition described herein by a suitable recordable special corporate warranty deed for the Original Parcel as defined below, a quit claim deed for the Additional Parcel and a Grant of Easement over the Easement Parcel as defined below, and in all cases subject to all Permitted Exceptions as defined in this Agreement (collectively, the "Deeds").

2. Purchase Price, Contribution Amount and Payment.

2.1 Purchase Price. The Seller's assumed value of the Original Parcel and the Additional Parcel is Eight ($8.00) per square foot (the Transfer Price). The purchase price to be paid by Purchaser for the Original Parcel and the Additional Parcel (the " Cash Purchase Price") shall be as more specifically set forth in 2.1.1 through 2.1.3 below. Seller shall obtain an independent appraisal in form and substance satisfactory to Seller to substantiate the value of the Property for federal income tax purposes. In the event that the appraisal is less than Eight Dollars ($8.00) per square foot, the contribution component of the transaction shall be reduced accordingly but the Cash Purchase Price shall remain the same. In no event shall the Purchaser be required to pay any amount more than the Cash Purchase Price. Seller shall contribute the amount by which the appraised value exceeds the Cash Purchase Price, as a donation of the land, subject to any downward adjustment as described above, as follows:

2.1.1 The Transfer Price for the Original Parcel shall be THREE HUNDRED THIRTY THOUSAND SIX HUNDRED SIXTY-ONE AND 00/100 ($330,661.00), whereby Purchaser shall pay to Seller, the sum of ONE HUNDRED THREE THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($103,300.00) and Seller's Contribution shall be TWO HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED SIXTY-ONE AND 00/100 DOLLARS ($227,361.00).

2.1.2. Purchaser shall pay to Seller, the sum of THREE HUNDRED AND 00/100 DOLLARS ($300.00) for the Grant of Easement over the Easement Parcel; and

2.1.3 The Transfer Price of the Additional Parcel shall be FIVE HUNDRED NINETY-FIVE THOUSAND NINE HUNDRED AND 00/100 DOLLARS ($595,900.00), whereby Purchaser shall pay to Seller the sum of ONE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED NINETEEN AND 00/100 DOLLARS ($186,219.00) and Seller's Contribution shall be FOUR HUNDRED NINE THOUSAND SIX HUNDRED EIGHTY-ONE AND 00/100 DOLLARS ($409,681.00).

2.2 Payment. No later than 4:00 p.m. local time on the day before the Closing Date, Purchaser shall deposit with the Escrowee the Cash Purchase Price (being the sum of the amounts to be paid by Purchaser under 2.1.1 through 2.1.3), plus or minus prorations as set forth herein, in immediately available funds (U.S. Dollars).

2.3 Closing. Payment of the Cash Purchase Price, and the closing hereunder (the "Closing") will take place through escrow (the "Escrow"), within THIRTY (30) DAYS following the Effective Date

of this Agreement, (the "Closing Date"), at the offices of The Chicago Title Insurance Company in Orland Park, Illinois.

3. Documents and Title.

3.1 Survey. Prior to Closing, Purchaser, at Purchaser's sole expense, shall obtain and deliver to Purchaser, with a copy to Seller, a current dated survey of the Land (the "Survey"), prepared by a surveyor licensed by the State of Illinois, certified to Purchaser, Purchaser's attorneys, Seller, Seller's attorneys and the Title Company and such other parties as Purchaser may designate, by the surveyor as being true, accurate and having been prepared in compliance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" adopted by the American Land Title Association and American Congress on Surveying and Mapping in 2005, including the following Table A items: 1,2,3,4,8,10,11(b),13,14,16,17, and 18. The Purchaser shall bear the cost of the Survey including that portion of the cost attributable to conforming the Survey to ALTA/ACSM extended coverage requirements, which cost will also be paid by the Purchaser.

Upon approval of the Survey, the legal description of the Land shall be automatically revised and amended to be that of the legal description in the Survey and Title Commitment. The Purchase Price shall also be amended in accordance with any additional square footage disclosed by the Survey as more fully set forth in paragraph 3.2 below. At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.

3.2 Survey Adjustment. Purchaser acknowledges that it has completed due diligence on the adequacy of title of the Property and any all exceptions of record thereto and finds such title merchantable and acceptable. Prior to Closing, Purchaser shall obtain at Purchaser's sole cost and expense, a survey of the Additional Parcel detailing the legal description of such parcel and the exact number of square feet comprising the Additional Parcel.

4. Title Insurance.

Prior to the Effective Date, Seller has provided to Purchaser, at Seller's cost (except for the cost of extended coverage, which cost shall be borne by the Purchaser) and expense, a title commitment issued by the Title Company, in the amount of the Cash Purchase Price, with extended coverage over the standard exceptions 1 through 5 (the "Title Commitment"), together with copies of all underlying title documents listed in the Title Commitment (the "Underlying Title Documents"), subject only to (i) 2015 real estate taxes and subsequent years not yet due and payable; (ii) utility and drainage easements which are acceptable, in Purchaser's sole judgment, with Purchaser's use, enjoyment and development of the Land; (iii) covenants, conditions, easements, restrictions and matters of record which are acceptable, in Purchaser's sole judgment, with Purchaser's use, enjoyment and development of the Land; and (iv) acts done or suffered by or judgments against Purchaser (the foregoing collectively, the "Permitted Exceptions"). If the Title Commitment, Underlying Title Documents or the Survey discloses exceptions to title, which are not acceptable to Purchaser (the "Unpermitted Exceptions"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with an objection letter (the "Purchaser's Objection Letter") listing the Unpermitted Exceptions, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of receipt of the Purchaser's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or, at Purchaser's option, to have the Title

Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. In that event, the Closing shall be extended thirty (30) days (the "**Extended Title Closing Date**") after Purchaser's receipt of a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions within the specified time, Purchaser may elect to either (i) terminate this Agreement, and this Contract shall become null and void without further action of the parties, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions, to take title as it then is with the right to deduct from the Cash Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. The Seller shall pay the cost for any later date title commitments and Proforma Title Policy and the Purchaser shall pay for any later date for its Owners Title Insurance Policy.

5. Indemnification by Purchaser.

(a) Purchaser, for itself, and for its legal representatives, successors and assigns, shall indemnify, defend and forever hold harmless the Seller and Seller's members, managers, shareholders, partners, employees, officers, directors, participants, agents, subsidiaries, attorneys, affiliates and successors and assignees (each a "Seller Related Party") from any and all claims, causes of action, suits, action, costs, expenses (including, without limitation, court costs and reasonable attorneys' fees), losses, judgments, payments, damages, liabilities, demands and debts of every kind whatsoever at law or in equity which may be made against or suffered or incurred by the Seller or a Seller Related Party, or which may be entered, claimed or instituted against any of the Seller or a Seller Related Party solely on account of or solely as a result of or caused by Purchaser's or Purchaser's agents entrance upon the Property prior to the Closing. If any action or proceeding shall be brought against the Seller and/or any Seller Related Party, by reason of any claim in respect of which Purchaser has agreed to hold the Seller and/or each Seller Related Party harmless, Purchaser, upon notice from Seller or the Seller Related Party, shall defend such action or proceeding with legal counsel designated by Seller; provided, however, that anything herein to the contrary notwithstanding, Purchaser shall not and does not agree to indemnify or hold harmless the Seller and/or any Seller Related Party from any claims, costs, damages, actions or proceedings which were caused by or which arise out of any negligence or any willful or wanton act or omission of the Seller or a Seller Related Party.

(b) The foregoing indemnification by Purchaser pursuant to this Section shall survive the Closing and any termination of this Agreement except for termination by Purchaser in accordance with the terms of this Agreement.

6. Representations and Warranties.

6.1 By Seller. Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, as follows:

(a) Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto.

(b) The consummation of the transaction contemplated by this Agreement will not result in a breach of any of the terms or conditions of, or constitute a default under, any agreement to which Seller is now a party and which affects the Property, or any part thereof, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body.

(c) The consummation of the transaction contemplated by this Agreement will not result in a breach by Seller of any of the terms and conditions of, or constitute a default under, any agreement to which Seller is now a party, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body.

(d) Seller's representations in this Section 6.1 shall survive closing.

6.2 By Purchaser: Purchaser represents and warrants to Seller as follows:

(a) Purchaser is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois and is exempt from all real estate transfer taxes and real estate taxes.

(b) Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto.

(c) The consummation of the transaction contemplated by this Agreement will not result in a breach by Purchaser of any of the terms and conditions of, or constitute a default under, any agreement to which Purchaser is now a party, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body.

(d) The consummation of this transaction shall constitute Purchaser's acknowledgment that it has independently inspected and investigated the Property and has made and closed the transaction contemplated hereby based upon such inspection and investigation and its own examination of the condition of the Property.

(e) Purchaser is experienced in and knowledgeable about the ownership and management of real estate, and it has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its condition, value and potential. Purchaser agrees that, notwithstanding the fact that is has received certain information from Seller, Purchaser has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller, except as expressly set forth in this Agreement. Notwithstanding the foregoing, Purchaser has not made an investigation into, nor has it relied in any way on the federal income taxation of this transaction. Purchaser is not experienced with or knowledgeable of any such federal income tax treatment and Seller relies solely on its own judgment, advice and investigation.

(f) Purchaser's representations in this Section 6.2 shall survive closing.

6.3 As a material inducement to Seller to execute, deliver and perform this Agreement, Seller and Purchaser agree that:

Each party hereby waives any right to recover indirect, consequential, speculative, or punitive damages against the other and waives any right to rescind the sale of the Property or any part thereof. In connection with this Agreement, no affiliate of either party shall have any individual liability hereunder, and no shareholder, member, manager, officer, employee or agent of or consultant to either party or any affiliate of either party shall be held to any personal liability hereunder, and no resort shall be had to their property or assets, or the property or assets of any affiliate of either party for the satisfaction of any claims hereunder. The provisions of this Section shall survive the Closing or any termination of this Agreement.

6.4 In the event that, prior to Closing, either party discovers that, as of Closing, any representation or warranty of the other party is or will be inaccurate, untrue or incorrect, Seller shall give Purchaser one or more notices of any modifications (each, a "Seller Statement of Modification") to the representations and warranties of Seller set forth in this Agreement within five (5) business days after discovering such inaccuracy (but in any event, prior to Closing); provided, however, for purposes of this Section 6.4 such shall not include any inaccurate, untrue, incorrect or unanticipated opinion or determination of the federal income taxation of Seller's "donation(s)" hereunder. In the event of any Seller Statement of Modification concerning a matter which materially adversely affects the intended use of the Property by Purchaser as contemplated by this Agreement, Purchaser shall have the right, exercisable not more than five (5) business days after its receipt of the Seller Statement of Modification to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and, except as otherwise expressly provided herein to the contrary, neither party hereto shall have any further rights or liabilities under this Agreement.

6.5 Purchaser acknowledges and agrees that Purchaser is experienced in the ownership and operation of properties similar to the Land and that purchaser is qualified to inspect and evaluate the Land. Purchaser acknowledges that Purchaser is fully relying on its own (or Purchaser's agents) inspections of the Land and, except as for the specific representations and warranties in this Agreement, not upon any statements (oral or written) which may have been made or may be made by Seller or any of Seller's shareholders, partners, employees, officers, directors, participants, agents, subsidiaries, attorneys, affiliates and successors and assigns (collectively, the "Seller Related Parties"). Purchaser acknowledges that Purchaser has (or Purchaser's agents have), or prior to closing will have, thoroughly inspected and examined the Land to the extent deemed necessary by Purchaser to enable Purchaser to evaluate the physical, condition of the Land (including the environmental condition of the Land, compliance or non-compliance of the Land with all legal requirements, including all municipal zoning ordinances, building codes and set-back requirements, and compliance or non-compliance of the Land with all restrictive covenants, easements, and other private agreements, and compliance or non-compliance of the Land with the provisions of the Americans with Disabilities Act). As a material part of the consideration for this Agreement and the purchase of the Land, except for the warranties of title in the special corporate warranty deed delivered at closing, Purchaser hereby agrees to accept the Land at closing in its "as-is," "where-is" condition, with all faults and without any representation or warranty on the part of the Seller or any of its officers, agents, shareholders, members, owners or employees as to the physical and environmental condition of the land

6.6. The provisions of this Section 6 shall survive the Closing. Purchaser and Seller acknowledge and agree that the disclaimers, indemnifications and other agreements set forth herein are an integral part of this Agreement.

7. Costs.

7.1 Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

7.1.1 The fees and disbursements of its counsel, inspecting architect and engineer, if any;

7.1.2 One half of all closing escrow fees;

7.1.3 All recording fees for the Deed;

7.1.4 One-half (1/2) of any escrow cancellation fees in the event the Escrow is canceled for any reason other than a default by Purchaser or Seller hereunder, and all of such cancellation fees in the event the escrow is canceled solely as a result of a default by Purchaser hereunder;

7.1.5 The cost of extended coverage and any endorsements reasonably requested by Purchaser in any owner's policy of title insurance,

7.1.6 The cost of any lender's title insurance policy and all endorsements, if any, issued in connection therewith;

7.1.7 The State and County Transfer Tax, if applicable;

7.1.7 Any other expense(s) incurred by Purchaser or its representatives in inspecting or evaluating the Land or closing this transaction.

7.1.8 The cost of any Survey obtained by Purchaser.

8.2 Seller's Costs. Seller will pay:

8.2.1 The fees and disbursements of Seller's counsel and any expenses incurred by Seller in closing this transaction other than those expenses set forth herein; and

8.2.2 One half of all closing escrow fees.

8.2.3 One half ($^1/_2$) of any escrow cancellation fee in the event the escrow is canceled for any reason other than a default by Purchaser or Seller hereunder, and all of such cancellation fee in the event the escrow is canceled solely as a result of a default by Seller hereunder.

8.2.4 The premium on an owner's policy of title insurance in the amount of the purchase price (excluding extended coverage and any endorsements reasonably requested by Purchaser).

9. Prorations.

9.1 Items to be Prorated.

9.1.1 Generally. All accrued ad valorem real estate taxes, charges and assessments affecting the Land, water and sewer rentals, sums paid to or paid or payable by Seller, license, permit and inspection fees and rentals, any assessments paid to any common associations or pursuant to applicable easement agreements shall be paid by Seller it being understood that the Purchaser is tax exempt and shall make any and and all necessary filings to secure its tax exemption effective as of the Closing Date. Seller shall also pay all real estate taxes for the tax year 2015 and applicable portion of the tax year 2016 for the period of time prior to the Closing Date, when the same becomes due and payable. Purchaser shall pay any portion of real estate taxes for 2016 which are attributable to Purchaser for the period of time on and after the Closing Date, but it is understood that no such taxes should be due because the Purchase is a tax-exempt municipal entity. The Purchaser shall agree to pay and indemnify Seller for any portion of real estate taxes billed to Seller for the period of time after the Closing Date

9.1.2 Other Apportionments. Operation and maintenance expenses and other recurring costs at the Land, if any, and all farm rents shall be apportioned and prorated as of the Closing Date.

9.1.3 Taxes and Assessments. Real estate property taxes, including any interest, penalties and late fees due thereon if not paid in full on or before their due date, public and private assessments, and any special assessments which are levied or charged, or accrued and assessed against the Land ("Taxes") but not yet due and payable as of the Closing Date shall be accounted for and paid by Seller at the time they become due and payable. There shall be no proration of taxes for taxes not yet due and payable. Seller shall be responsible to pay all taxes due prior to the Closing Date, it being understood by the parties that the Purchaser is tax exempt such that there will be no tax due for the Property effective as of the Closing Date. Purchaser shall be obligated to make all applications for its real estate tax exemption effective as of the Closing Date, and shall pay and indemnify Seller for any amounts billed to Seller for any period of time after the Closing Date as a result of Purchaser's failure to make its application for real estate tax exemption.

9.2 Utilities. Seller shall cause the meters, if any, for all utilities to be read the day on which the Closing Date occurs and to pay the bills rendered on the basis of such readings. If any such meter reading for any utility is not available, then adjustment therefor shall be made on the basis of the most recently issued bills therefor which are based on meter readings no earlier than thirty (30) days before the Closing Date. Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Purchaser at the Closing.

9.3 Calculation. Seller shall prepare and deliver to Purchaser prior to the Closing Date an estimated closing statement which shall set forth the prorations and credits provided for in Section 6.3.1 and elsewhere in this Agreement. Any item which cannot be finally prorated because of the unavailability of information shall be prorated on the basis of the best data then available. Purchaser shall notify Seller within two (2) days after its receipt of such estimated closing statement of any items which Purchaser disputes, and the parties shall attempt in good faith to reconcile any differences not later than one (1) day before the Closing Date. The estimated closing statement as adjusted as aforesaid and approved in writing by the parties (which shall not be withheld if prepared in accordance with this Agreement) shall be referred to herein as the "Closing Statement". The prorations and credits set forth in the Closing Statement shall be binding and conclusive against the parties thereto.

9.4 Transfer Taxes and Other Costs. This transaction is exempt from all State of Illinois and Cook County and municipal transfer and documentary transfer taxes.

9.5 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 8 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Land and shall receive all income therefrom accruing through midnight at the end of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

10. Notices.

Any notice required or permitted to be given hereunder shall be deemed to be given when (i) hand delivered or (ii) one (1) business day after pickup by Federal Express or similar overnight express service, or (iii) on the day of confirmation of receipt by facsimile (provided that a duplicate copy of the information sent by facsimile has also been mailed on the same day), in all cases addressed to the parties at their respective addresses referenced below:

If to Seller: Robert Charal
Executive Vice President
Chief Operating Officer
Inter-Continental Real Estate and Development Corporation
2221 Camden Court, Suite 200
Oak Brook, IL 60523
Phone: 630.560.8047
Fax: 630.560.8048
Email: rcharal@icred.com

With copy to: William R. Brodzinski
Dussias Skallas Wittenberg LLP
250 S. Wacker Drive, Suite 600
Chicago, IL 60606
Phone: 312.226.8840
Fax: 312.940.7848
Email: wbrodzinski@dswllp.com

If to Purchaser: Village of Tinley Park
Attn: Village President
16250 S. Oak Park Ave.
Tinley Park, IL 60477 Phone:
708.444.5000
Fax: 708.444.5099
Email:dseaman@tinleypark.org

With a copy to: David Niemeyer

Village of Tinley Park
Phone: 708.444.5000
Fax: 708.444.5099
Email: dniemeyer@tinleypark.org

And

Terrence M. Barnicle
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive - #1660
Chicago, IL 60606
Phone: 312.984.6400
Fax: 312.984.6444
Email: tmbarnicle@ktjlaw.com

or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Telephone numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

11. Closing and Escrow.

11.1 Closing Escrow. When the Title Company has confirmed with Purchaser and Seller that all conditions to Closing have been either waived or satisfied, the Escrowee shall proceed to record the Deed and, following recordation of the Deed, disburse the funds held in Escrow to Seller and Purchaser pursuant to the terms of the usual form of "New York Style" Deed and Money Escrow Agreement then in use by Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement (the "Escrow"). Upon the creation of the Escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Deed (as hereinafter defined) and other documents to be delivered pursuant to Section 6 below, shall be made through the Escrow. Seller and Purchaser (if required) shall execute such gap undertakings in the form required by the Title Company and other instruments as may be required to close by a "New York Style" closing.

11.2 Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, each, executed and, if required, acknowledged:

11.2.1 The Deeds to the Land as set forth in paragraph 1.3, subject to the Permitted Encumbrances and the Grant of Easement;

11.2.2 Affidavit of Title;

11.2.3 An ALTA statement;

11.2.4 A personal "GAP" undertaking of Seller;

11.2.5 An affidavit pursuant to the Foreign Investment and Real Property Tax Act ("FIRPTA");

11.2.6 Counterpart originals of Seller's Closing Statement;

11.2.7 Seller's share of closing costs pursuant to the terms of this Agreement;

11.2.8. Proof of Seller's authority and authorization to enter into this Agreement and perform Seller's obligations under this Agreement as may be reasonably required by Purchaser and/or Title Company; and

11.2.9 Such other documents as Purchaser may reasonably request to enable Purchaser to consummate the transaction contemplated by this Agreement; provided none of said additional documents imposes any cost or obligation upon Seller not otherwise specifically imposed upon Seller pursuant to the terms of this Agreement.

11.3 Purchaser's Deliveries. At the Closing, Purchaser shall:

11.3.1 The balance of the Purchase Price, plus or minus prorations, plus Purchaser's share of Closing costs pursuant to the terms of this Agreement;

11.3.2 Proof of Purchaser's authority and authorization to enter into this Agreement and perform Purchaser's obligations under this Agreement as may be reasonably required by Purchaser and/or Title Company;

11.3.3. Counterpart originals of Seller's Closing Statement;

11.3.4 Such other documents as Seller may reasonably request to enable Seller to consummate the transaction contemplated by this Agreement, provided none of said additional documents impose any cost or obligation upon Purchaser not otherwise specifically imposed upon Purchaser pursuant to the terms of this Agreement; and

11.4 The parties shall jointly deposit fully executed State of Illinois Transfer Declaration and County Transfer Declaration.

11.4 Conditions to Closing, Failure of Condition.

11.4.1 Purchaser's Conditions. Purchaser shall have no obligation to purchase the Land unless the following conditions shall have been reasonably satisfied:

11.4.1.1 Purchaser shall receive the grant identified by **TIP #07-99-0114; Section #01-00098-00-RS** from the State of Illinois prior to Closing. In the event the State of Illinois fails to fund such Grant, Purchaser shall provide written notice to Seller.

11.4.1.2 Seller's representations and warranties described in Section 6.1 hereof shall be true and correct in all material respects as of the date hereof and as of the Closing Date.

11.4.1.3 Between the date of the execution of this Agreement and the Closing, Seller shall: (a) not, without first obtaining the written consent of Purchaser, have entered into any contracts, agreements or leases pertaining to the Land that will be binding on Purchaser after the Closing.

11.4.2 Failure of Other Conditions. In the event the conditions set forth in Section 11.4 have not been timely satisfied prior to the Closing Date and Purchaser has not waived the performance of any such conditions as Purchaser's sole remedy, the Purchase Agreement shall be terminated.

12. Default.

12.1 Purchaser Default. If Purchaser shall become in breach of or in default under this Agreement, and the breach or default continues beyond the expiration of the cure period, if any, provided in this Agreement, the Seller shall be entitled to all remedies at law and equity including suit for Specific Performance.

12.2 Seller Default. In the event the Property is not conveyed to Purchaser solely as a result of Seller's default (which default continues beyond the expiration of the cure period, if any, provided in this Agreement) in its obligations to convey the Property then Purchaser shall be entitled to all remedies available in law or equity including Specific Performance.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

13.2 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

13.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

13.4 Successors Bound. Subject to Section 10.4 above, this Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their successors and permitted assigns.

13.5 Breach. Should either party be in breach of or default under or otherwise fail to comply with any of the terms of this Agreement, except as otherwise provided in this Agreement, the complying party shall have the option to cancel this Agreement upon ten (10) days' written notice to the other party of the alleged breach and failure by such other party to cure such breach within such ten (10) day period. The non-defaulting party shall promptly notify the defaulting party in writing of any alleged default upon obtaining knowledge thereof. The Closing Date shall be extended to the extent necessary to afford the defaulting party the full ten-day period within which to cure such default; provided, however, that the failure or refusal by a party to perform on the scheduled Closing Date (except in respect of a Pending Default by the other party) shall be deemed to be an immediate default without the necessity of notice; and provided further, that if the Closing Date shall have been once extended as a result of default by a party, such party shall be not be entitled to any further notice or cure rights with respect to that or any other default. For purposes of this Section 14.6, a "Pending Default" shall be a default for which: (i) written notice was given by the non-defaulting party, and (ii) the cure

period extends beyond the scheduled date of Closing. The foregoing shall not apply to Purchaser's failure to timely deliver the Deposit or pay the Purchase Price, and such failure shall constitute an immediate non-curable default and shall entitle Seller to terminate this Agreement without providing Purchaser notice or opportunity to cure.

13.6 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of it provisions.

13.7 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

13.8 Time of Essence. Time is of the essence in this Agreement.

13.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

13.10 Brokers. Seller and Purchaser hereby represent that neither has dealt with any broker or other third party in connection with this Agreement. Each party agrees to indemnify, defend and hold the other party, and their respective employees harmless from and against all claims, demands, actions, liabilities, damages, costs and expenses (including, reasonable attorneys' fees) arising from either: (i) a claim for a fee or commission made by any broker, claiming to have acted by or on behalf of the representing party in connection with this Agreement; or (ii) a claim of, or right to, lien under the statutes of Illinois relating to real estate broker liens with respect to any such broker retained by, or claiming to have acted by or on behalf of, the representing party.

13.11 Time to Execute and Deliver. This Agreement shall be void if one fully executed copy is not received by each party on or before 5:00 p.m. CST time on July ____ , 2016. Both parties will accept an executed signature page transmitted by facsimile within the time period set forth above; provided that this Agreement will be void unless both parties receive one fully executed original within three (3) business days thereafter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase and Sale Agreement on the date set forth below, effective as of the date set forth above.

Seller: INTER-CONTINENTAL REAL ESTATE AND DEVELOPMENT CORPORATION, an Illinois corporation

By:_____
Robert Charal
Its Executive Vice President
and Chief Operating Officer

ODYSSEY 1-80, LLC, an Illinois limited liability company

By: _____
Aristotle Halikias
It's Manager

Purchaser: VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By:_____
David G. Seaman
Village President

ORDINANCE NO. 2016-O-041

AN ORDINANCE MAKING CERTAIN TEXT AMENDMENTS TO SECTION V.D. (OVERLAY DISTRICT REGULATIONS) OF THE TINLEY PARK ZONING ORDINANCE FOR THE CREATION OF A RICH TOWNSHIP ENTERTAINMENT AND TOURISM DISTRICT

WHEREAS, the Village of Tinley Park is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

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

WHEREAS, there have been Village efforts to encourage economic development in certain areas of Rich Township planned for entertainment and tourism business; and

WHEREAS, after due notice as required by law the Plan Commission of the Village has held a public hearing on said amendments and submitted its findings and recommendations, and this President and Board of Trustees has duly considered said 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 this President and Board of Trustees, after considering the report and findings and recommendation of the Plan Commission and other matters properly before it, finds, as follows:

(a) That the proposed text amendments will contribute favorably to the economic development of the Village as a whole and in particular the designated area for the Overlay District in Rich Township; and

(d) That the proposed text amendments foster the intent and purpose of the Zoning Ordinance as set forth in Section I of the Zoning Ordinance and are in the best interests of the Village and its residents.

Section 2: That Section V.D. (Overlay Districts) of the Tinley Park Zoning Ordinance is hereby amended by adding a subsection 3. (Rich Township Entertainment and Tourism District) reading as follows:

3. Rich Township Entertainment and Tourism District:

A. DESCRIPTION OF THE DISTRICT:

(1) Purpose and Intent:
This Overlay District is intended to provide unique use and district-wide signage requirements for the Rich Township Entertainment andTourism District, which is an entertainment, shopping, dining, hotel, convention center, and concert-venue oriented entertainment and tourism area located within the Village.

(2) District Boundaries and Regulated Area:
This district includes commercially used and zoned properties and excludes non-residential and non-industrially used or zoned properties (but also includes one residentially zoned, but commercially used (Golf Course) property) located within the boundary described as: those areas of Rich Township south of 183rd Street, west of Ridgeland Avenue, east of Harlem Avenue (excepting properties in Rich Township directly adjacent to the west side of Harlem Avenue), and north of Vollmer Road within the Village of Tinley Park corporate limits.

It is the intention of this district to specifically exclude any residentially-used and industrially-used properties.

(3) **Uses:**

In order to promote tourism and entertainment uses that promote the economic development of the Rich Township area, the uses below shall be considered applicable to the properties within the District Boundaries and shall supersede the existing permitted and special uses permitted by the Schedule of Regulations set forth in Section V.B (Schedule of Regulations, Table I). Additionally, the properties within this district are subject to the Urban Design Overlay set forth in Section V.D.2.

Permitted Principal Uses

Antique stores/malls
Automobile sales and rental with accessory automotive repair/service
Banks and banks with drive-through facilities
Bed and Breakfasts
Convention Centers
Concert venues
Event halls
Golf courses (any size, including miniature)
Hotels, motels, or motor inns
Indoor commercial recreation (any size)
Microbreweries, wineries, and distilleries
Medical or dental clinics under 7,500 square feet
Offices, businesses and professional services under 15,000 square feet
Outdoor commercial recreation (any size)
Pharmacies without drive-through
Retail uses and shopping centers
Restaurants and Restaurants with drive-through or drive-in facilities
Spas, day spas, beauty parlors
Service establishments, personal and pet related
Theaters, Performing Arts, and Entertainment uses (not including adult regulated entertainment)
Tourism-oriented businesses and wayfinding
Transit and public transportation facilities, including passenger shelters
Wedding chapels
Publically sponsored special events
Other similar and compatible uses to those allowed as "permitted principal uses" as recommended by the Plan Commission and approved by the Village Board

Special Uses

Automobile car washes
Automobile service stations
Automobile repair shops and body shops
Currency exchanges

Daycare facilities and centers
Flea markets
Funeral homes and mortuaries
Outdoor display of goods
Pharmacies with drive-through
Planned Unit Developments
Public utility and governmental uses
Medical or dental clinics over 7,500 square feet
Offices, businesses and professional services over 15,000 square feet
Taverns
Temporary uses, as recommended by the Plan Commission and approved by the Village Board
Other similar and compatible uses to those allowed as "Special Uses" as recommended by the Plan Commission and approved by the Village Board

Prohibited Uses
Adult regulated uses
Billboards and off-site signs (except as allowed by this Section)
Animal hospitals, kennels, and pounds
Building materials sales, storage, and millwork
Contractor's offices and shops - Plumbing/heating/air-condition service businesses
Churches, synagogues, mosques, and religious organizations
Clubs, memberships, not including retail clubs
Educational facilities (technical, vocational, elementary, secondary)
Educational facilities (college/university/junior college – campus or satellite)
Fraternal, philanthropic and eleemosynary uses
Frozen food lockers
Fruit and vegetable stands
Gun dealers and gun ranges, not including sporting stores that sell guns as an ancillary use
Heavy equipment sales and rental
Industrial and manufacturing uses
Medical marijuana dispensaries
Self-storage facilities
Thrift stores or resale shops

(4) Applicability
Unless otherwise noted, the regulations of this Overlay District will apply to all properties located within the District boundaries.

B. SIGNAGE

(1) Intent
a. It is intent of this ordinance to differentiate the needs of signage for this unique tourism, shopping, and entertainmentarea, which may require larger wayfinding signage, larger commercial signage, and special allowances for variable electronic message signs than the remainder of the community due to unique

economic and taxation challenges within Rich Township. The unique needs of this district, that create a differentiation from the rest of the Village serve as the reasons for establishing the boundaries of the district, include:

i. Interstate highway-orientation of this district;
ii. Desire of the Village to promote the tourism and entertainment aspects of the district;
iii. Greater wayfinding needs for entertainment/tourism-based districts;
iv. Coordination amongst district businesses to promote this district as a particular node of unique commercial activity;
v. Significant traffic counts expected for concerts, special events and certain shopping seasons; and
vi. The unique economic development and redevelopment needs of the district within Rich Township, Cook County.

An existing non-conforming sign, once used for the amphitheater, exists along I-80 that is currently not used. The Village finds that it is in its best interest to consider an adaptive reuse of the sign with appropriate regulations. .

b. It is also the specific intent of the signage within this district to serve only the licensed businesses and special events that are physically located within the District and to serve the needs of the tourists within the Rich Township Entertainment and Tourism District.
c. It is not the intent of the signage within this district to create off-site signage opportunities or billboard-oriented signage within the community.

(2) Regulations:

a. District Freestanding Entrance Sign

i. One (1) freestanding sign with a total height of no more than 80 feet (measured from the adjacent grade) will be allowed for the purposes of serving the entire District with interstate-oriented signage. This sign shall be placed on one single property that is immediately adjacent to the I-80 Interstate and must be located within the boundaries of the District.

ii. The sign must contain a static panel denoting only the name of the District and this panel should be not less than 20% of the total sign face area of the sign.

iii. The sign may contain a dynamic variable electronic message sign (DVEMS). The total sign face area of this portion of the sign may not exceed 1,300 square feet per side (two sides maximum). The DVEMS must comply with all the standards for DVEMS/electronic message centers outlined under Section IX (Sign Regulations) of the Zoning Ordinance.

iv. The freestanding sign may contain only one district name static panel and the DVEMS. There can be no other permanent or temporary signs attached to this freestanding sign unless granted a Variation by the Village.

v. The DVEMS portion of the sign may only contain the following :

a. Advertising of licensed businesses that have a physical location within the District;
b. Promotion of special events (in particular amphitheater concerts, special events, and sales promotions) located on properties within the District;
c. Promotion of community sponsored events within the Village that support tourism (parades, festivals, athletic events);
d. Emergency notices, special wayfinding notices, traffic control notices, and any other public service notices as deemed necessary by the Village of Tinley Park or the Illinois Department of Transportation.

vi. The DVEMS portion of the sign is expressly prohibited from displaying the following t:

a. Advertising products and services for a business that does not hold a business license in the Village and/or does not occupy a physical location in the Village (for example, Carmax can advertise, but Ford Motor Company or General Motors cannot advertise)
b. Advertising individual products or sales items within a business located within the district (for example, Carmax can advertise their business, but not individual cars for sale).
c. Out-of-Rich Township District commercial advertising;

vii. The freestanding sign must meet the requirements for architectural compatibility and landscape as set forth in Section IX of the Village Zoning Ordinance. A site plan and elevation plan will be required to be approved by the Village prior to the sign receiving building permits. The sign cannot be operational prior to building permit approval.

viii. Any changes to this sign, including a sign face change, must comply with the provisions of this Zoning Ordinance and must be approved by the Village Board. The "District Name" panel, required by this ordinance, may not be changed without the express consent of the Village.

ix. The sign and any part of the freestanding sign structure must be appropriately maintained and the DVEMS portion of the sign must also be maintained and operational in accordance with Section IX of

the Village's Zoning Ordinance. If the sign ceases operation or becomes a public nuisance, the Village may require its demolition. If the sign is damaged due to an act of God, the sign may not be altered from its original condition other than through the approval of the Village.

b. Wayfinding Signs

1. Intent: The Village of Tinley Park intends to develop a municipal wayfinding program to benefit the businesses within the Rich Township Entertainment District and the Village as a whole. This wayfinding will direct tourists and visitors to the district and showcase the major entertainment and tourism-oriented businesses within the District, the downtown, and other entertainment and tourism-oriented areas of the Village.

2. The Village shall provide signage of various sizes and design within the public right of way for wayfinding, consistent with a comprehensive wayfinding program. This wayfinding program shall be permitted by right and shall not require the permission of adjacent property owners or business owners, as the Village Board will have final approval of any comprehensive wayfinding program.

3. The Village's wayfinding program shall be documented through right of way permits.

4. Individual businesses may not provide wayfinding signage outside of the limits of their property that may conflict with or compete with the municipal wayfinding program.

Section 4: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

Section 5: That this Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form.

PASSED this ____ day of _____, 2016, 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 _____, 2016.

_____
Village President

ATTEST:

_____
Village Clerk

Memorandum

Planning Department

To: Village of Tinley Park Plan Commission

From: Amy Connolly, AICP, Planning Director
Paula J. Wallrich, AICP, Deputy Planning Director
Stephanie Kisler, Planner

Date: December 30, 2015

Re: Proposed Text Amendments: Sign Regulations & Rich Township Entertainment District

SECTIONS OF THE ORIGINAL STAFF MEMO RELATED TO THE SIGN REGULATIONS HAVE BEEN DELETED (THESE ARE CURRENTLY UNDER REVIEW BY THE VILLAGE BOARD AND ARE UP FOR ADOPTION ON JUNE 21, 2016.) THE FOLLOW ARE EXCERPTS RELATED TO THE RICH TOWNSHIP ENTERTAINMENT DISTRICT AND SIGNAGE ONLY.

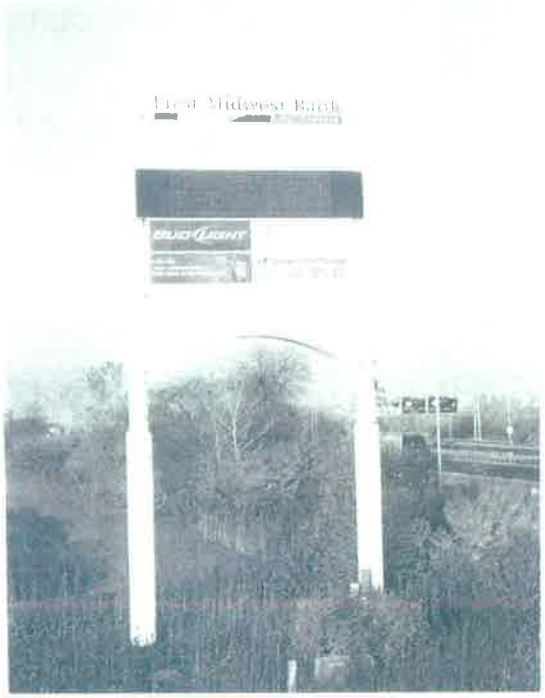
Rich Township Entertainment District

Last spring, the Village of Tinley Park hosted Roger Brooks, an international expert on tourism. Mr. Brooks provided a report to the Village based upon his experiences as a secret shopper tourist in the Village. Mr. Brooks reported that the Village was not providing enough signage and information to help tourist navigate in the community. He advised the Village to further develop its tourism resources.

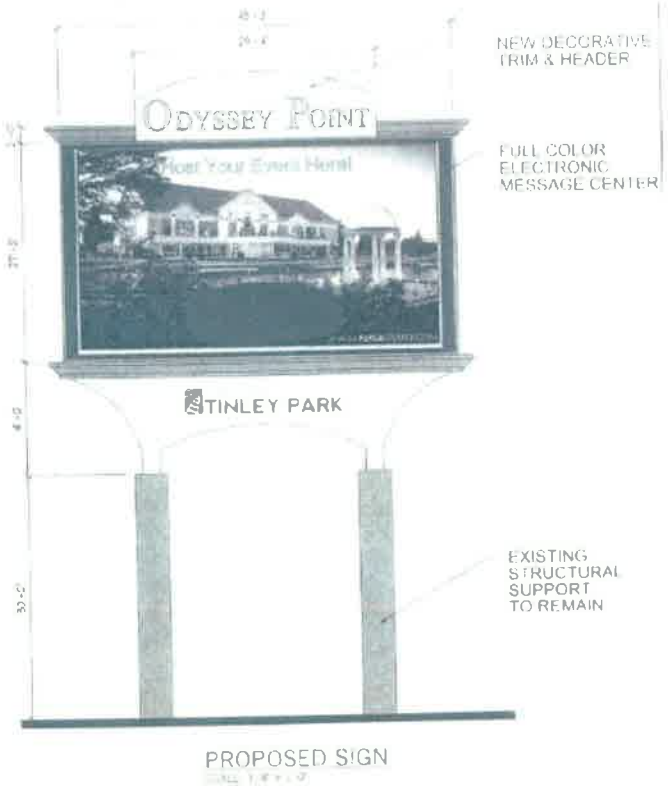
Over the past several years, the Village has struggled with encouraging development in Rich Township, which is a Cook County Township that has one of the highest property tax rates for commercial development in the State. The Village has successfully leveraged some tourism-oriented Rich Township development (such as the Convention Center and the Hollywood Casino Amphitheater) through financial incentives to developers and on-going public services (tourism marketing, police services for high traffic events). However, the Roger Brooks visit has purred interest in further developing tourism resources, such as additional shopping areas, wayfinding signage, outlot development at the Convention Center, and building upon existing resources such as the Hollywood Casino Amphitheater, Odyssey Golf Range, and Odyssey Fun World.

One idea that has gained some traction is the re-use of the existing sign along I-80 that previously belonged to the First Midwest Bank Amphitheater. It's a large, freestanding sign with a small electronic message board. The sign is currently not in use and is not illuminated. There has been discussion about whether or not the redeployment of this sign could help generate economic development and awareness about tourism resources. Additionally, we believe there could be some general wayfinding benefit to an I-80 sign.

Existing Sign



Proposed Sign



Existing Sign versus Rich Township Sign

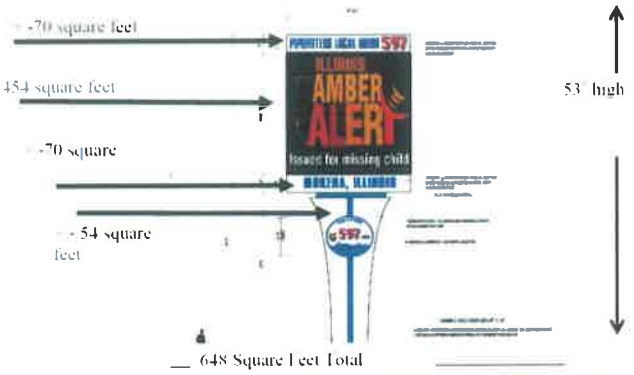
	Sign Height	Sign Width	Sign Face Area
Existing Sign	70'	29'4"	750 s.f. (approx.) per side
Proposed Sign	80'+	48'	1300 s.f. per side (27' x 48')

Since the Roger Brooks visit last May, the Village administration has had several discussions with the majority property owner within Rich Township (this property owner owns approximately 40% of the land within Rich Township, Tinley Park) related to a proposal for a hospitality sign along I-80, as a way to re-use the existing amphitheater sign. These discussions were related to methods for improving the viability of Rich Township property for redevelopment. The Village administration was amenable to the re-use of the sign as long as the sign benefitted only the Rich Township area. Planning staff was brought into the discussion in November relating to a specific proposal and is now able to share with the Plan Commission the "conceptual" proposal for the re-use of the existing sign, which you can see in the diagram at the right, above. (*Note that Odyssey Point is not necessarily the name of the District, just a conceptual idea*). The Rich Township overlay would allow the conceptual sign, but a sign permit would still be required before any sign could be erected/modified.

The Village contacted Mokena regarding the size of the Pipefitters Union sign along I-80, which is a prominent Interstate-oriented sign with a large electronic message component. According to Alan Zordan, Community Development Director at the Village of Mokena the Pipefitter's sign is 53 feet high and contains a total of 648 s.f. of sign face area per side. Mr. Zordan notes that this sign was approved as a special "one time only" waiver from code standards. He says that they have had a couple of complaints about glare on I-80 under certain weather conditions (rainy or foggy) due to the reflection of the sign on wet pavement. Mr. Zordan felt that the glare was significantly reduced by utilizing dark color backgrounds as opposed to white or bright yellow.

Staff notes that the Mokena Pipefitter's sign is a useful comparison for understanding the size of the conceptual sign proposed. However, the intent of the proposed Rich Township Entertainment District sign is different than the intent of the Mokena Pipefitter's sign. The District-wide sign is intended to promote and advertise for a hospitality/retail district of over 600 acres whereas the Pipefitter's sign is to advertise for a particular business on one lot. It is because of this difference that staff can recommend considering a larger size for the Rich Township sign – we are proposing to promote a large area and a large sign could be appropriate. .

Mokena Pipefitter's Union Sign



Planning Department is generally supportive of the idea of re-use of an existing sign, particularly if there are geographical restrictions on who may advertise on the sign and it must be required to be maintained. We feel that the sign would have greater impact and benefit if the sign were easily changeable.

In order to avoid this sign being used for general off-premise/billboard type advertising, we would recommend that only the businesses within the Rich Township Entertainment District be allowed to advertise on the sign (with the exception of Special Events held within the District and Village-sponsored events). We believer certain limitations would restrict the benefit to the Rich Township business that are most in need of assistance in promotion/marketing and would fit an economic development intent for the overlay district.

The goal of the overlay district would be to establish the district for tourism-oriented purposes and build-upon this overlay as we develop more tourism-oriented businesses and resources. We can also orient the permitted uses in this district to encourage certain businesses which contribute to tourism and discourage certain businesses that do not contribute to tourism.

As such, the Planning Staff and Village attorneys have draft a conceptual "Rich Township Entertainment Overlay District for your consideration. The District contains the following elements:

1. A schedule of permitted, special, and prohibited uses within the District. This list of modeled after the use list for Brookside Marketplace's PUD and focuses on the development of entertainment, tourism, and retail uses (and uses that are supportive of those tourism-oriented uses).
2. A new signage regulation that would permit one double-sided freestanding district-wide sign. This sign has the following restrictions:
    a. Advertising is limited to Rich Township Entertainment Overlay District businesses only, as well as Village-sponsored events and special events (concerts) within the District or special safety announcements (weather, etc.):
    b. The sign has certain specific height and sign face requirements;
    c. The sign can be an dynamic electronic message system; and
    d. There is no temporary signage allowed on this sign.
3. There are provisions in this overlay district for a Village-wide Wayfinding program focusing on tourism and visitors.

SUGGESTED MOTION

If the Plan Commission wishes to make a motion relating to the proposed text amendments, the following motion is in the proper form:

> ...make a motion to recommend that the Village Board approve an ordinance making certain text amendments to Section XI (Sign Regulations), Section II (Rules and Definitions), and Section V.D. (Rich Township Entertainment Overlay District) of the Tinley Park Zoning Ordinance, as presented at this meeting.
>
> We further adopt findings of fact that support the adoption of these text amendments as presented in the staff report and any findings of fact as discussed by the Plan Commission at this public hearing.

###

MINUTES OF THE PLAN COMMISSION

VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS

DECEMBER 17, 2015

The regular meeting of the Plan Commission was held in the Council Chambers of Village Hall on December 17, 2015 at 7:30 p.m.

ROLL CALL

Plan Commissioners:	Gina Miller Mark Moylan Art Pierce Bill Reidy Tim Stanton Rita Walker, Chairman
Absent Plan Commissioner(s):	Jeff Ficaro Tom Mahoney Bob McClellan
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 order the regular meeting of the Plan Commission for December 17, 2015 at 7:30 p.m.

APPROVAL OF MINUTES

Minutes of the December 3, 2015 regular meeting of the Plan Commission were presented for approval. A motion was made by COMMISSIONER MOYLAN, seconded by COMMISSIONER PIERCE 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 DECEMBER 17, 2015 MEETING**

RE: **ORDINANCE AMENDING THE VILLAGE ZONING ORDINANCE SECTION IX (SIGN REGULATIONS) AND SECTION II (DEFINITIONS) TO UPDATE THE VILLAGE SIGN REGULATIONS RELATED TO WALL AND FREESTANDING SIGNAGE AND SECTON V.D (OVERLAY DISTRICT REGULATIONS) TO ESTABLISH A RICH TOWNSHIP ENTERTAINMENT DISTRICT OVERLAY DISTRICT**

Consider a text amendment to the Village Zoning Ordinance, particularly Section IX (Sign Regulations), Section II (Definitions), and Section V.D (Overlay District Regulations). These text amendments would update and improve signage regulations for wall and freestanding signs within the Village and would also establish a new Rich Township Entertainment Overlay District with unique use and signage regulations.

Present were the following:

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

In an effort to make the current sign regulations less complex and easier to read, PAULA WALLRICH, Deputy Planning Director, presented amendments to the existing Ordinance. She noted that while quite a bit of changes are proposed, most is simply better organization of the information. She added that the proposed amendments provide better clarification and address any inconsistencies with the Ordinance.

MS. WALLRICH reported at the December 3, 2015 Plan Commission workshop, the following areas were identified as needing to be addressed:

1. Improve readability of the Sign Regulations;
2. Clarify maximum sign face areas for each type of signage;
3. Change methodology for calculating sign face area;
4. Create clear setback and line-of-sight requirements for ground signs;
5. Create clear maximum letter height requirements for wall signs;
6. Update electronic message requirements.

MS. WALLRICH reported one of the problems is when a freestanding sign becomes obsolete. She explained as a tenant goes out of business, their respective sign panel is turned around. The regulations will ensure that there needs to be clear panels that are consistent in background color with the others on the sign. In an effort to discourage box signs, she showed how the sign face area will need to be measured to the frame of back lit box sign. She stated if a larger sign is desired, it would require channel lit letters. She reported the current Ordinance had no way to determine what is the area of a freestanding sign. She explained industry standard is just to examine the sign panel.

With regards to Wall Signs, MS. WALLRICH stated that these signs are determined on the basis of linear footage of building or tenant frontage. For better clarification in the Ordinance, she explained the new calculation for a wall sign will be based on frontage of a ROW or along the principal point of access/front door. She added a wall sign cannot extend above face of building. As a result of issues arising from the recently approved Planet Fitness, she explained background color will now be included in the sign area calculations. She added that no more than two (2) lines of text will be permitted on a wall sign.

Not addressed in current Ordinance is where to place the wall sign. MS. WALLRICH reviewed location requirements. She explained a single-tenant building with only one (1) business, the sign will need to be centered over the door, and multi-tenant spaces with varying sizes will use the same center line.

MS. WALLRICH proceeded to discuss Freestanding Signs. In an effort to achieve architectural compatibility between a freestanding sign and the building, additional criteria has been added to the existing Ordinance for determining what is architecturally compatible by using the four (4) new following guidelines:

1. similar materials and color;
2. harmony and design;
3. similar architectural features; and,
4. cannot block any architectural components of the building.

Using photographs, MS. WALLRICH showed how the base of a freestanding sign must be fully enclosed with no pole or post being visible. While the existing Ordinance requires landscape around a sign, she reported that this has now been quantified as 2 square feet (sf) per 1 sf of area, with a minimum of 20 sf of landscape and maximum of 200 sf. She added that no advertising will be permitted on the base of freestanding sign.

MS. WALLRICH reported that the existing Ordinance did not explain how to measure the height of a freestanding sign. While the current Ordinance states no greater than ten feet (10'), she explained that it is not clear how that 10' is measured. She clarified that the height is to be measured from the average natural grade to the top of the sign.

In an effort to regulate and improve the appearance of panel signs, MS. WALLRICH reported that multi-panels signs must be consistent in color, method of illumination, material and design with back panels being the same. In an effort to eliminate non-conforming signs in the Village, she explained that no new tenant signage will be allowed on an existing non-conforming sign until that sign is brought into conformity.

MS. WALLRICH reviewed changes to the Ordinance by Zoning Districts. She explained the sign requirements are now arranged in a table format by each zoning district. She proceeded to review a table for Residential Zoning Districts noting that wall signs are prohibited in residential areas, however, freestanding signs are allowed limited at one (1) per entrance with a maximum of two (2), an allowable area of 5 sf, with no maximum letter height, and a maximum sign height of five feet (5'). She showed non-residential uses within the Residential Zoning Districts, including churches or schools, are allowed 1 wall sign per frontage with a maximum of 2 wall signs, 1 sf per 1 linear foot of frontage to a maximum of sixty (60) sf, letter height of 36" and a maximum sign height of 84". She explained freestanding signs requirements will remain the same at 1 per ROW with a maximum of 2 freestanding signs, 16 sf, in allowable area, and a maximum height of 6'.

MS. WALLRICH then reviewed a table regarding wall signs for all Business Zoning Districts, except B-4. She stated the changes involved the size of the building when determining wall sign regulations. She highlighted the following:

buildings <10,000 sf are allowed a maximum letter height 30" and maximum sign height of 78"
buildings 10,001-25,000 sf are allowed a maximum letter height of 36" and maximum sign height of 84"
buildings 25,001-80,000 sf are allowed a maximum letter height of 48" and maximum sign height of 84"
buildings 80,000+ sf are allowed a maximum letter height of 96' and maximum sign height of 96"

MS. WALLRICH reported that freestanding signs were confusing in the Ordinance relative to their square footage. Recognizing that some commercial centers in the Village have very long frontages with several entrances, she explained Staff found that it made sense to allow more than 1 sign, therefore, the following changes are proposed:

<500 LF frontage	1 freestanding sign allowed
>500 LF frontage	2 freestanding signs allowed, 300' apart
>1,000 LF frontage	3 freestanding signs allowed, 300' apart

MS. WALLRICH also reported that sign face area was never addressed in the current Ordinance. Staff proposes 1 sf per 2.5 LF lot frontage with the following maximums:

<350,000 square feet	40 sf
350,000-500,00 sf	100 sf
>500,000 sf	125 sf

MS. WALLRICH then reviewed signage involving the B-4 Zoning District explaining this is the more restrictive office district, however, there are areas within B-4 having other uses. Regarding wall signs, she stated the current Ordinance standards remain the same with only a change to the lettering height, now proposed at a maximum of 30". She explained the current Ordinance did not designate between wall and freestanding signs in the District, therefore, the proposed amendment will clarify standards for freestanding signs at 1 per ROW frontage with a maximum of 2 signs, a maximum height of 10', and area calculated at 1 sf per 2.5 LF of frontage.

MS. WALLRICH then reviewed sign standards for the ORI District, noting the only proposed change is a maximum letter height of 36" for wall signs. She stated that freestanding sign regulations will remain the same except for how area is calculated and smaller maximum allowable areas as follows:

<350,000 square feet	40 sf
350,000-500,00 sf	80 sf
>500,000 sf	80 sf

MS. WALLRICH explained that wall sign regulations for the M-1 General Manufacturing District will remain the same except for a maximum lettering height of 36" and maximum sign height of 84". She stated that monument sign standards are similar to those in ORI, but must include the name of the commercial center and address.

MS. WALLRICH reported the addition of vehicle signs, door signs, and off-premise signs to the list of Prohibited Signage.

CHAIRMAN WALKER inquired how area business will be notified of these changes that may affect them. Staff reported that the Village's Code Enforcement Officer will visit any violating businesses to discuss the changes to the Ordinance.

MS. WALLRICH proceeded to address electronic message signs. She reported using industry standards in updating the following requirements for electronic message boards:

1. must be located on a monument sign;
2. amount of electronic messaging allowed increased from 20% to 50% of sign face area;
3. 8-second change intervals;
4. dimmer control;

5. no audio allowed;
6. no video, flashing lights or blinking lights allowed.

MS. WALLRICH reported that several new Definitions have also been added to the Ordinance that will assist with the understanding and administering of the sign regulations. She reviewed the definition regarding "Building Frontage", explaining a tenant with an entrance door and that also faces a public right of way will be allowed 2 signs where as a tenant in the same building have 1 entrance door and not facing a public right of way will be limited to 1 sign. She also referenced the definition for a "Roof Sign" that are not allowed.

In summary, AMY CONNOLLY, Planning Director, explained that most dimensional standards for signage did not change, however, the proposed amendments provide clarification of the existing Ordinance. She explained the intent was to examine what are the most difficult things that are encountered daily in administering the Sign Ordinance and to clarify these immediately.

In conclusion, MS. WALLRICH reported a public hearing regarding the proposed amendments to the Sign Ordinance is scheduled for January 7, 2016.

Prior to the public hearing, COMMISSIONER REIDY suggested a peer review be conducted and information be made available to the Plan Commission including those ordinances from other area villages used by Staff in drafting the proposed amendments to the Sign Ordinance and what studies were referred to for research. MS. CONNOLLY stated that the proposed amendments were not patterned after similar regulations in other municipalities since each has unique needs and requirements, those other regulations offered no value. She reported that industry standards from the Federal Highway Administration were utilized.

COMMISSIONER REIDY also inquired if any studies were available that correlate signage to sales. MS. CONNOLLY stated recommendations of those in the advertising industry should not be given much weight as they are often biased in favor of more signage and certainly there are no scientific studies documenting more signage means more sales. Additionally, MS. CONNOLLY did not believe this information was relevant since the Ordinance is not changing the amount of signage for businesses in the Village but simply clarifying portions of the Ordinance.

COMMISSIONER REIDY inquired if any input was sought from local business organizations such as the Chamber of Commerce and Main Street Commission. MS.CONNOLLY stated that no discussion was held with the Chamber of Commerce as the ordinance is merely provide clarifications to the ordinance and not substantially changes the amount of signage for individual businesses (major changes in amounts would require inquires with business organizations). The Main Street Commission was also not consulted because the Legacy Code has its own signage requirements.

MS. CONNOLLY reported within the same Ordinance, a public hearing will also address a Rich Township Entertainment Overlay District. She explained the reason they are related is when the possibility of creating this District was initially discussed, it had been suggested to re-use the existing non-conforming sign along I-80 that previously belonged to the First Midwest Amphitheater. She explained the sign has a large impact on tourism in the community and is currently not in use. Staff proposes to redeploy the sign as an economic incentive tool to advertise businesses within Rich Township, the township within the Village that has the highest taxes. She added that only those commercial businesses within the Rich Township Entertainment District would be allowed to advertise on the sign in the hopes of increasing tourism and build economic development. She added that the sign may also be used to advertise Village-sponsored events, traffic or weather notices.

MS. CONNOLLY reported the Rich Township Overlay District has particular boundaries and within the boundaries would be special uses, prohibited uses and principal permitted uses including restaurants, microbreweries, concert venues, event halls, golf courses, hotels/motels, commercial recreation, retail, wedding chapels, tourism-oriented businesses and wayfinding.

MS. CONNOLLY explained the existing sign would become an electronic sign that would conform to the same sign regulations within the Ordinance. She proceeded to compare the existing sign dimensions with the proposed sign dimensions that include an increase in sign height to 80', a larger sign face area with LED on the entire sign that will display 1 video advertisement at a time. She reported the sign will become a legal, non-conforming sign that will continue to be owned by the current property owner, adding they will be responsible for the expense of all sign face changes.

COMMISSIONER MOYLAN commented the sign would be a great way to promote the Convention Center, bring in more tax revenue, more tourism, and provide a general wayfinding benefit to the Village, however, both he and COMMISSIONER STANTON expressed concern with other Village businesses not being able to advertise on the sign. MS. CONNOLLY again stressed the importance of limiting this to the Rich Township area that is not seeing the same growth as the rest of the Village. She added the sign will serve an economic development purpose and be an incentive to those businesses in the District paying the highest property taxes, create uses for that District and stimulate development within the District.

In conclusion, MS. CONNOLLY stated all updates to the Zoning Ordinance related to signage discussed tonight and the establishment of a Rich Township Entertainment Overlay District will be part of one (1) ordinance having a public hearing on January 7, 2016.

ADJOURNMENT

There being no further business, a motion was made by COMMISSIONER PIERCE seconded by COMMISSIONER MOYLAN to adjourn the regular meeting of the Plan Commission of December 17, 2015 at 9:23 p.m. THE MOTION WAS UNANIMOUSLY APPROVED by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the meeting ADJOURNED.

MINUTES OF THE PLAN COMMISSION

VILLAGE OF TINLEY PARK,
COOK AND WILL COUNTIES, ILLINOIS

JANUARY 7, 2016

The regular meeting of the Plan Commission was held in the Council Chambers of Village Hall on January 7, 2016 at 7:30 p.m.

ROLL CALL

Plan Commissioners:	Tom Mahoney Bob McClellan Mark Moylan Art Pierce Bill Reidy Tim Stanton Rita Walker, Chairman
Absent Plan Commissioner(s):	Jeff Ficaro Gina Miller
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 January 7, 2015 at 7:32 p.m.

APPROVAL OF MINUTES

Minutes of the December 17, 2015 regular meeting of the Plan Commission were presented for approval. COMMISSIONER REIDY requested specific comments made at the last meeting of the Plan Commission be added to the Minutes as published. These were presented to Staff for inclusion. A motion was made by COMMISSIONER REIDY, seconded by COMMISSIONER STANTON to approve the Minutes, as amended. 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 JANUARY 7, 2016 MEETING**

RE: **PUBLIC HEARING**
AMENDING THE VILLAGE ZONING ORDINANCE FOR THE PURPOSE OF MAKING CERTAIN CHANGES TO THE VILLAGE SIGN REGULATIONS AND ESTABLISHING A RICH TOWNSHIP ENTERTAINMENT OVERLAY DISTRICT. THE AMENDMENT PROPOSED INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

AMENDMENTS TO SECTION IX. (SIGN REGULATIONS) to address inconsistencies and administrative difficulties with the current sign regulations:

1. Section IX. B. 2. (APPLICABILITY OF SIGN REGULATIONS AND PERMITS REQUIRED): Minor revisions supplementing submittal requirements.

2. Section IX.C.11.k. (GENERAL PROVISIONS): Removes regulations for Institutional signs from the 'Exemption' section and incorporates then under the regulations for "Non-residential and Institutional uses" in "Residential Zoning Districts" (Section IX.D.2.a.& b.).

3. Section IX.D.1.a. (DEVELOPMENT STANDARDS FOR SIGN BY ZONING DISTRICT, General Regulations): Reorganizes development standards for signs by categorizing regulations per zoning district and redefines the methodology for calculating sign area.

4. Section IX.D.1.b (DEVELOPMENT STANDARDS FOR SIGN BY ZONING DISTRICT, General Regulations, WALL SIGNS): Provides general regulations for wall signs in all zoning districts including limiting wall signs to only two (2) rows of text; defines background color of a sign as part of the sign area; and clarifies location criteria for single and multi-tenant business wall signs.

5. Section IX.D.1.c. (DEVELOPMENT STANDARDS FOR SIGN BY ZONING DISTRICT, General Regulations, FREESTANDING SIGNS): Provides general regulations for freestanding signs in all zoning districts including the prohibition of advertising on sign bases; clarifies the allowable sign area for freestanding signs and setback requirements; establishes a maximum sign height and method of measuring sign height; and requires individual panels in a freestanding sign to be consistent in color, method of illumination, material and design.

6. Section IX.D.2a.& b. (DEVELOPMENT STANDARDS FOR SIGN BY ZONING DISTRICT, Residential Zoning Districts (R-1, R-2, R-3, R-4, R-5, R-6, and R-7)): Prohibits wall signs for residential uses or home occupations in residential districts; provides for freestanding signs at the entrance of a residential subdivision, residential community or project; and clarifies regulations for nonresidential and institutional uses.

7. Section IX.D.3a&b. (DEVELOPMENT STANDARDS FOR SIGN BY ZONING DISTRICT, Business Zoning Districts (B-1, B-2, B-3, & B-5)): Clarifies the allowable area for freestanding signs; proposes a maximum lettering and sign height for wall signs; and provides for additional freestanding signs if the business has significant road frontage.

8. Section IX.D.4.a.&b. (DEVELOPMENT STANDARDS FOR SIGN BY ZONING DISTRICT, Business Zoning Districts (B-4)), Section IX.D.5.a.&b. (DEVELOPMENT STANDARDS FOR SIGN

BY ZONING DISTRICT, Office & Restricted Industrial (ORI)), and Section IX.D.6.a.&b. (DEVELOPMENT STANDARDS FOR SIGN BY ZONING DISTRICT, General Manufacturing (M-1)): Provides a maximum letter and sign height; and clarifies regulations for wall signs versus freestanding signs.

9. Section IX.F. (Prohibited Signs): Expands prohibited signs to include vehicle signs (when parked in a manner to function as additional advertising); door signs; and off-premise signs.

10. Section IX.I. (Electronic Message Centers and Signs): Amends existing regulations to include limitations on brightness levels, dimming requirements, audio, and the timing of electronic display.

11. Section IX.J. (Sign Regulations for Special Areas and Particular Uses): Creates a new section to address special considerations such as I-80 Corridor and Automobile Service Stations.

12. Definitions: Adds definitions for Area, Freestanding Sign; Area, Wall Sign; Box Sign, Building Frontage; Door Signs; Height, Freestanding Sign; Height, Wall Sign; Roof Sign; Sign, Electronic Message; Sign, Tri-vision.

AMENDMENTS TO SECTION V.D (OVERLAY DISTRICT REGULATIONS) to create a new overlay district called the "Rich Township Entertainment District" containing new use requirements and specific sign regulations within a new Section V.D.3.

1. Section V.D.3.A. RICH TOWNSHIP ENTERTAINMENT OVERLAY DISTRICT: Creates a new overlay district that is applicable to the commercially used and zoned properties (non-residential and nonindustrial properties) within Rich Township. The overlay district would apply a new set of commercial principal, special, and prohibited uses that are oriented toward the creation of tourism-based, entertainment district.

2. Section V.D.3.B. RICH TOWNSHIP ENTERTAINMENT OVERLAY DISTRICT: Allows the reuse of a non-conforming freestanding sign, located along the I-80 corridor, to be expanded in size and also changed to a static district-wide identification sign and a dynamic variable electronic message sign used to exclusively to promote the businesses and events within the Rich Township Entertainment District, Village-sponsored events, and emergency notices.

Present were the following:

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

CHAIRMAN WALKER opened the Public Hearing at 7:35 p.m. indicating that the audience was devoid of anyone needing to be sworn in who may have wanted to give testimony, comment, engage in cross-examination or ask questions during this Hearing.

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 and sent to all property owners within the proposed Rich Township Overlay District.

AMY CONNOLLY, Planning Director, began the Staff presentation regarding the aforementioned text amendment proposal that contains two (2) elements involving 1) Sign Regulations; and 2) adding a new overlay district, the Rich Township Entertainment District.

Using a Power Point presentation, MS. CONNOLLY summarized the following amendments to Section IX of the Sign Regulations:

Section IX.B.2. deals with minor revisions supplementing submittal requirements including asking for an email address, gross floor area, color elevations of sign, and a plat of survey. MS. CONNOLLY noted there were no significant changes with this Section; however, this would be a clarification within the Zoning Ordinance since these are currently requested in the Sign Permit Application packet.

MS. CONNOLLY reported Section IX.C.11.k. (General Provisions) removes regulations for institutional signs from the "Exemption" section and incorporates them under the regulations for "Non-Residential and Institutional Uses" in Residential Zoning Districts. She further explained institutional signs were previously exempt from needing a permit but had regulations. She noted this will incorporate institutional signage since they refer to institutions in residential zoning, including churches and schools, but have sign requirements that are different for single-family residential uses. She explained in the current Zoning Ordinance, signage regulations for institutional uses allow for small sign face areas, which has not always been enforced correctly and in turn has allowed some institutional uses to have signage in excess of the allowable sizes. She explained that these text amendments will ensure institutional uses do not have non-conforming signs by putting these institutional uses within the category of residential zoning districts and specifying non-residential institutional uses have certain sign regulations, including an increased amount of signage allowed.

Section IX.D.1.a. re-organizes development standards for signs by categorizing regulations by zoning district differentiating between wall vs. freestanding signs. MS. CONNOLLY showed tables that were created that makes the Zoning Ordinance more reader-friendly regarding gross floor area required for each sign, number of signs allowed, sign face area, and letter height. She also reported a major change to the Zoning Ordinance involves redefining the method of calculating sign face area, which would entail drawing a continual line around the sign, art and background color and using the area of the smallest geometric shape that encloses it.

Section IX.D.1.b. refers to changes in General Regulations for wall signs in all zoning districts including limiting wall signs to only two (2) rows of text, regulating letter height based on gross floor area, and including a background color as part of sign face area. MS. CONNOLLY reported another part of this text amendment is the location requirement for single vs. multi-tenant spaces. She showed a single-tenant building with only one (1) business the sign must be centered over the door, and multi-tenant spaces with varying sizes will be required to use the same center line on the facade.

STEPHANIE KISLER, Planner, explained the number of wall signs depends on the tenant frontage with a tenant having an entrance door and that also faces a public right-of-way will be allowed two (2) signs where as a tenant in the same building having a single entrance door and not facing a public right-of-way will be limited to one (1) sign. She further clarified that any business will be limited to a maximum of two (2) wall signs.

MS. CONNOLLY reviewed the significant amount of General Regulations that have been added to Section IX.D.1.c. (Freestanding Signs) including:

1. Prohibition of advertising on a sign base;
2. Number of freestanding signs allowed is dependent on amount of frontage, with a maximum of two (2);
3. 10' height limitation;
4. Allowable sign face area shall be one (1) square foot (SF) per 2.5 linear foot (LF) of lot frontage, but also determined upon gross floor area;
5. Measuring sign height using the definition for average natural grade;
6. Requiring individual panels on multi-panel signs be consistent in color, method of illumination, material, and design as businesses change;
7. Architectural compatibility in terms of building materials, colors, and size; and
8. Landscape requirements for the base of the sign are more clearly quantified as 2 SF per 1 SF of sign face area, with a minimum of 20 SF of landscape and maximum of 200 SF.

Using photographs, MS. CONNOLLY showed how the base of a freestanding sign must be fully enclosed with no pole or post visible. She added that advertising will not be permitted on the base of freestanding signs.

MS. CONNOLLY added that the proposed 5' setback requirement has been removed from the draft ordinance due to the number of non-conforming signs it would create.

Section IX.D.2.a.&b. clarifies that wall signs are not permitted for residential uses or home occupations, but does allow for a freestanding sign at the entrance of a subdivision, residential community, or housing project with a maximum of two (2) freestanding signs. MS. CONNOLLY added these regulations have now been placed in an easy-to-read table.

Another change within the Sign Regulations of the Zoning Ordinance refers to all signs within Business Zoning Districts in Section IX.D.3.a.&b., except for B-4, relative to gross floor area. MS. CONNOLLY reported as the gross floor area increases, the Zoning Ordinance now allows for a larger letter height and sign face area. Freestanding signs were changed to allow more freestanding signs if the building lot frontage exceeds 500 LF.

MS. CONNOLLY referred to Section IX.D.4.a.&b., addressing the B-4 Business Zoning District, stating that this District has typically been treated differently within the Zoning Ordinance due to the nature of the uses within this district. She reported within the amended Sign Regulations, the B-4 Zoning District continues to have only half the amount of signage allowed in other business districts for both freestanding and wall signs; however, a new table has been created showing freestanding signs are now based on gross floor area and wall signs now have letter height and maximum sign height requirements.

MS. CONNOLLY briefly reviewed Section IX.D.5., referring to signage in the ORI and M-1 Districts that was previously under the approval of the Plan Commission or Zoning Administrator without specific guidelines for size or height of signs. She reported these are now consistent with signage in the Business Districts and a table with guidelines has been created for both wall and freestanding signs within this district.

MS. CONNOLLY proceeded to discuss changes within Section IX.F., referring to Prohibited Signs, which has been expanded to include off-premise signs, including directional signs, and vehicle signs including signs attached, affixed or painted on vehicles or trailers that are parked in a public right-of-way, public property or private property, during non-business hours, when parked in a manner for the purpose of advertising or creating a billboard. For safety issues, she explained certain door signs will be prohibited in order to provide a "clear zone" with only the business name, address and hours of operation being allowed on the door. She clarified that letters must be of one (1) consistent color, maximum of four inches (4"), and may only be affixed to the door at a height 4' and below or 6.5' and above.

COMMISSIONER REIDY commented that while these proposed amendments to the Ordinance will apply to new signage, he inquired if this particular change referring to door signs would apply to existing businesses not in compliance. MS. CONNOLLY indicated there are businesses that have been identified as having a significant amount of signage on their door and will be requested to comply with the new Sign Regulations. COMMISSIONER REIDY

suggested the possibility of a grace period be given to those businesses with a date to become in compliance. MS. CONNOLLY reported Staff recommends educating those businesses and assisting them with coming into compliance; however, the Village Board will determine the manner of enforcement.

Section IX.I. addresses Electronic Message Centers and any electronic sign erected along a highway interstate. Consistent with Federal Highway Administration standards, regulations have been recommended, including:

1. Instantaneous images only, no blinking, flashing, rolling shading or dissolving;
2. Amount of electronic messaging allowed increased to 50% of sign face area;
3. Eight-second change intervals with 2-second transition;
4. Dimmer control;
5. Brightness; and
6. Must allow the Village of Tinley Park to advertise emergency messages and public/community events at no cost to the Village.

MS. CONNOLLY reported Section IX.J. refers to sign regulations for Special Areas and Particular Uses that have been moved from another place within the Sign Regulations section and grants a wall signage bonus for those businesses with frontage along I-80. She added that Automobile Service Station regulations were also moved to this section.

MS. CONNOLLY reported that several new Definitions have also been added to the Sign Regulations that will assist with the understanding and administering of the Sign Regulations, including but not limited to:

1. Sign Face Area;
2. Freestanding Sign;
3. Box Sign;
4. Building Frontage;
5. Sign Height;
6. Dynamic Variable Electronic Message;
7. Vehicle Sign; and
8. Roof Sign.

In addition to the aforementioned, MS. CONNOLLY reported there were also some regulations added to the Zoning Ordinance regarding roof signs not extending above the top line of the face of the building and removal of obsolete signs that includes removal of the old sign and replacing it with a new sign or clear panel. COMMISSIONER MOYLAN inquired who will be responsible for enforcement of this. MS. CONNOLLY stated it will be the property owner's responsibility to ensure that their tenants abide by these regulations.

COMMISSIONER REIDY noted in the lists of signs, "Wayfinding Signage" was not defined. MS. CONNOLLY stated that Staff would work on a definition for Wayfinding Signage.

MS. CONNOLLY reported within the same text amendment a change is proposed to Section V.D., creating a Rich Township Entertainment Overlay District in order to encourage development in Rich Township within Tinley Park and further promote those existing businesses within that township. She reviewed a map of the proposed Overlay District, which includes incorporated properties zoned that are commercially, but not those zoned residential or industrial. She explained the proposed overlay district has new list of permitted, special, and prohibited uses that are tourism-based and written to ensure no non-conformities. These uses are also roughly based on the Brookside Marketplace Planned Unit Development just west of Harlem Avenue.

Along with the proposed overlay district is a proposed district-wide sign that would benefit businesses within the overlay district only, by re-using the existing non-conforming sign along I-80 that was previously occupied by First Midwest Bank Amphitheater. She explained the sign has a large impact on tourism in the community and is currently not in use by the owner, Intercontinental, the majority property owner in Rich Township, who wishes to re-use the sign more effectively since it has been sitting vacant for some time. She reiterated only those businesses within the proposed

overlay district would be allowed to advertise on the sign; however, the sign would include messages with Village-sponsored events and emergency, traffic, or weather notices, with no cost to the Village.

MS. CONNOLLY showed a rendering of the proposed sign explained the existing sign would become an electronic, changeable message sign, increasing in height from 70' to 80', width that doubles from 29' to 48' and having a sign face area of 1,300 SF per side comprised entirely in LED. She reported the sign will become a legal, non-conforming sign that will continue to be owned by the current property owner, Intercontinental, adding they will be responsible for the expense of all changes to the sign. She used the LED signs located in Country Club Hills and the Pipefitters Union sign located in Mokena for comparison in understanding the size of the conceptual design proposed.

COMMISSIONER REIDY requested clarification that the existing sign is on property owned by Intercontinental but is not located on any properties that would use it for advertising making it a standalone lot. In her research, MS. CONNOLLY reported the existing sign was created when the amphitheater was built by obtaining an off-premise sign approved by the Zoning Administrator and modified with each amphitheater name change. She stated it does not meet current Zoning Ordinance regulations, has no special Variance, no Special Use Permit to include the sign, or any other kind of special permit. She explained it is currently a non-conforming sign and the only way to reuse the sign is to legitimize the sign by this proposed text amendment to create the proposed overlay district.

COMMISSIONER MCCLELLAN expressed concerns with limiting other Village businesses, including those on Oak Park Avenue, who may want to advertise on the sign. For clarity and transparency, he requested financial information including cost, rental rates and expense to the Village. MS. CONNOLLY stated it is a privately erected sign on private property, with no Village expenditures. As with any tenant signage, she reported Staff is not privy to lease rates or cost.

MS. CONNOLLY again referenced the sign is a tool to encourage development within Rich Township which has one of the high property tax rates for commercial development in the State and that is not seeing the same growth as in other areas of the Village. She stressed that rather than have the sign remain abandoned, it could benefit this section of the Village. She reported Staff has concerns on how to develop that part of the community and continue its investment. She stated Staff does not typically promote large electronic signs; however, for purposes of economic development and promote tourism in any part of the Village, this could be a benefit.

CHAIRMAN WALKER referenced Village promotion of Oak Park Avenues businesses; however, believes this is another section of the Village that is very much in need of assistance in promotion and marketing.

Due to high visibility on I-80, COMMISSIONER MCCLELLAN suggested broadening its use by allowing businesses along Oak Park Avenue to also advertise on the sign. CHAIRMAN WALKER believes further limiting it to Oak Park Avenue businesses would then create problems with other Village commercial businesses to also advertise on the sign. She believes in restricting it to only the proposed overlay district. COMMISSIONER REIDY concurred with limiting to only one (1) district and that all four (4) townships in Tinley Park must then be considered.

COMMISSIONER REIDY quoted the proposed section of the Zoning Ordinance regarding "wayfinding". He referenced the study prepared by Roger Brooks, an international expert on tourism. He noted the study was conducted for benefit of the Village, not Rich Township. He expressed concerns regarding the cost of a wayfinding program. MS. CONNOLLY reported a municipal wayfinding program would be paid for by the Village and that Rich Township will focus prominently in the program due to the amphitheater, which brings more traffic to the Village than any other Tinley Park use.

COMMISSIONER STANTON expressed concerns regarding the Village's image with the use of a large electronic billboard. Using photographs, MS. CONNOLLY explained these types of signs are not uncommon and used to promote tourist destinations within a district.

COMMISSIONER STANTON concurred that the sign would be a great way of advertising the businesses in Rich Township; however, he expressed concerns regarding limiting it to only that township. He believes other Village businesses would also pay to advertise on the sign. He suggested having the Ordinance encompass all townships within the Village.

COMMISSIONER PIERCE agreed that this District is in need of assistance and the sign will generate more business and tourism. He referenced when Oak Park Avenue was once a blighted area that ultimately benefited from parades, street fairs, advertising, incentives, a façade improvement program from the automobile dealers, incentives, and a tax increment finance district with funds being paid up to a certain amount, for development of that area. He further noted the Village attempts to help each commercial area. He stressed it is the duty of the Plan Commission to address land-use only.

COMMISSIONER MCCLELLAN also had concerns with this being called the Rich Township Entertainment Overlay District stating this could be construed a discriminating against other "entertainment" businesses in the Village such as restaurants, bars, and microbreweries.

COMMISSIONER MAHONEY suggested renaming it the Rich Township Development District. MS. CONNOLLY stated the name will likely change for branding purposes and most likely not called the Rich Township Entertainment District. She explained a section of the sign will be dedicated to the name of the district, along with electronic message board, so it will be branded as a district sign.

MS. CONNOLLY stated the existing sign is an off-premise sign and in order to legitimize the sign that would meet Village Code, the geographic reach of the sign needed to be limited to a specific narrow area. Both Village Staff and the Village Attorney felt Rich Township would be ideal since the sign is at the center of that area and would benefit the businesses where it sits that are in need of economic development. She explained it was not the intent to exclude any other areas. She further explained if this particular proposal is not acceptable to the Plan Commission, they can make further stipulations for consideration by the Village Board and these will be presented to the Board along with any thoughts, opinions or recommendations. She did clarify that another formal proposal will not be presented by Staff to the Plan Commission, unless directed by the Board.

COMMISSIONER MCCLELLAN suggested applying a "sunset-type clause" whereby if the signage proves to be successful, within a three-year period for example, allow other Village businesses to advertise on it.

COMMISSIONER MOYLAN inquired as to ownership of the Convention Center. MS. CONNOLLY reported the Convention Center is owned by the Village, who would be allowed to advertise on the new sign but as a business entity, would need to pay to advertise, except if it is a public Village-sponsored event.

COMMISSIONER STANTON inquired if there was any Village-owned property on I-80 for placement of a sign. MS. CONNOLLY reported the Village does not own any property along I-80; however, there is a parcel adjacent to I-80 that the Village could purchase. COMMISSIONER REIDY also inquired if there was any property within Orland Township or Frankfort Township available for purchase for such a purpose should this prove to be successful.

COMMISSIONER REIDY suggested separating the text amendment presented this evening into two (2) propositions since it appears the majority of the Plan Commission is in favor of the amendments to the Sign Regulations. MS. CONNOLLY agreed that separate motions for each part of the text amendment can be made, with the Plan Commission voting for or against each motion. She added that the vote can be accompanied by recommendations reflected in the Minutes that will be presented to the Village Board.

COMMISSIONER MAHONEY and CHAIRMAN WALKER concurred with making two separate motions and voting on each one, therefore allowing each Commissioner to provide stipulations or any dissenting opinions.

COMMISSIONER MAHONEY made a motion recommending the Village Board approve an ordinance making certain text amendments to Section IX (Sign Regulations) and Section II (Rules and Definitions) of the Tinley Park Zoning Ordinance as presented at this meeting and outlined in the Legal Notice for the Public Hearing.
The Motion was seconded by COMMISSIONER REIDY.

AYE: Plan Commissioners Tom Mahoney, Bob McClellan, Mark Moylan, Art Pierce, Bill Reidy, Tim Stanton, and Chairman Rita Walker

NAY: None

ABSENT: Plan Commissioners Jeff Ficaro and Gina Miller

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

COMMISSIONER MAHONEY made a motion recommending the Village Board approve an ordinance making certain text amendments to Section V.D. (Rich Township Entertainment Overlay District) of the Tinley Park Zoning Ordinance, as presented at this meeting and as outlined in legal notice for Public Hearing.

The Motion was seconded by COMMISSIONER REIDY.

AYE: Plan Commissioner Tom Mahoney and Chairman Rita Walker

NAY: Plan Commissioners Bob McClellan, Mark Moylan, Art Pierce, Bill Reidy, and Tim Stanton

ABSENT: Plan Commissioners Jeff Ficaro and Gina Miller

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

MS. CONNOLLY requested each Commissioner summarize their thoughts, ideas or suggestions specific to Section V.D. (Rich Township Entertainment Overlay District) for Village Board consideration:

COMMISSIONER MCCLELLAN agrees with re-gentrifying the proposed overlay district. He expressed concerns with not allowing other Village businesses to advertise. He recommended a "sunset clause" of 36 months once the sign becomes functional and at that time open it to other Village businesses. Limit opportunities for other businesses, geographic area within Legacy Code.

COMMISSIONER PIERCE agrees with a "sunset clause"; however, does not agree with the time limit. He emphasized the need for economic development for that area and placing a time limit where it expires where it becomes open to other businesses may defeat its initial purpose. He believes that should be determined by Staff or the Village Board. He suggested a set of standards be determined, including establishment of a time period, to measure growth or activity generated by the sign.

COMMISSIONER STANTON believes every Village business should be allowed to advertise but also agrees with the 36-month "sunset clause" discussed.

COMMISSIONER REIDY stated he would entertain the idea of a sign for each individual township.

COMMISSIONER MOYLAN believes the sign will be a billboard and recommends it be a Village-owned, Village-controlled billboard with the opportunity for the Village to take in revenue.

COMMISSIONER MAHONEY commented the sign should be established as presented in the text amendment for only the Rich Township Overlay District; however, he believes that business will regulate itself and other businesses will be allowed to advertise at a later.

A Motion was made by COMMISSIONER PIERCE, seconded by COMMISSIONER REIDY to close the Public Hearing at 9:50 p.m.

ADJOURNMENT

There being no further business, a motion was made by COMMISSIONER REIDY seconded by COMMISSIONER PIERCE to adjourn the regular meeting of the Plan Commission of January 7, 2016 at 9:52 p.m. THE MOTION WAS UNANIMOUSLY APPROVED by voice call. PLAN COMMISSION CHAIRMAN WALKER declared the meeting ADJOURNED.

RESOLUTION NO. 2016-R-020

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago, a true and correct copy of such Intergovernmental 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 Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

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 "Intergovernmental 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 1

RESOLUTION NO. 2016-R-020

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK WITH THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the ***"Agreement"***) by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic existing under the laws of the State of Illinois (hereinafter ***"MWRDGC"***) and the Village of Tinley Park, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the ***"Village"***).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the ***"Act"***), as amended on June 18, 2014 by Public Act 098-0652; and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of MWRDGC; and

WHEREAS, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes MWRDGC to plan, implement, and finance local activities relating to stormwater management in Cook County; and

WHEREAS, the Act further authorizes MWRDGC to assume responsibility for maintaining any stream within Cook County; and

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Compiled Statutes, 65 ILCS 5/11-109-1, the Village has the authority to maintain waterways and stormwater structures within its corporate limits; and

WHEREAS, the Village is a home rule municipality and as such may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, Midlothian Creek headwaters start near west of 84th Avenue and 175th Street extending to the confluence with the Little Calumet River and a segment of Midlothian Creek is located within the corporate limits of the Village; and

WHEREAS, active streambank erosion is threatening structures, infrastructure, and public safety along a portion of Midlothian Creek within the corporate limits of the Village; and

WHEREAS, stabilization of that streambank would provide increased protection of structures, infrastructure, and public safety from imminent risk; and

WHEREAS, MWRDGC intends to stabilize approximately 495 Linear Feet of Midlothian Creek in the Village of Tinley Park between 66th Court and Hickory Street as depicted on Exhibit 1 and establish the vegetation during the three-year establishment period (collectively, the stabilization work and the establishment of vegetation are hereinafter referred to as the ***"Project"***) for the public benefit of reducing erosion and protecting structures, infrastructure, and public safety (***"the Public Benefit"***); and

WHEREAS, the Village intends to maintain the improvements constructed under the Project; and

WHEREAS, the Project and subsequent maintenance may be approached more effectively and economically with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

WHEREAS, on July 12, 2012, MWRDGC's Board of Commissioners authorized MWRDGC to negotiate and enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____ __, 2016 the Village's Board of Trustees authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. MWRDGC shall cause to be prepared construction drawings, specifications, and details (hereinafter the ***"Construction Documents"***) for the Project.
2. The Project will stabilize banks located along approximately 495 linear feet of Midlothian Creek in the Village of Tinley Park between 66th Court and Hickory Street.
3. The Project is expected to be approximately three years in duration and proposes to use bioengineering techniques such as geolifts, live stake vegetation, and gentler slopes to stabilize both banks.
4. MWRDGC shall provide the Village with a copy of 98% complete Construction Documents for the Village's review and comment. The Village shall review and provide comments to MWRDGC in writing within 14 days of receipt of the 98% complete Construction Documents.
5. MWRDGC may incorporate the Village's review comments with reasonable discretion.
6. MWRDGC, at its sole cost and expense, shall construct the streambank stabilization along Midlothian Creek in accordance with the final Construction Documents.
7. The Village may identify punch list items at Substantial Completion and Final Completion of the Project. MWRDGC will consider and incorporate all punch-list related comments from the Village with reasonable discretion. For purposes of this Agreement, ***"Substantial Completion"*** of the Project will occur when the MWRDGC has installed all Project improvements according to the final Construction Documents and the Village concurs; such concurrence shall not be unreasonably withheld. For purposes of this Agreement, ***"Final Completion"*** of the Project will be achieved upon the contractor's completion of the mandatory 3-year growing season maintenance and monitoring period, (the ***"Establishment Period"***) for native vegetation as required by the U.S. Army Corp of Engineers and in conformance with the performance standards set forth in the Monitoring and Maintenance Plan attached as Exhibit 2 and made a part hereof. The Establishment Period may be extended, if necessary, by the MWRDGC.
8. MWRDGC will make best efforts to achieve Final Completion of the Project by December 20, 2020.

Article 3. Permits and Fees.

1. Federal, State, and County Requirements. MWRDGC shall obtain all federal, state, and county permits required by law for the construction of the Project, and shall assume any

costs in procuring said permits. Additionally, MWRDGC will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and will assume any costs incurred in procuring all such consents and approvals.

2. Municipal Requirements. The Village shall exempt MWRDGC and its contractors from all Village municipal permit requirements that may be applicable to the construction of the Project, including any associated fees. Additionally, the Village will exempt MWRDGC and its contractors from any fees associated with the Village's plan review and inspection of the Project. The Village may, upon written request and in the reasonable discretion of the Board of Trustees, also grant MWRDGC waivers to applicable work-hour limits and truck-traffic restrictions.
3. The MWRDGC shall establish the Project's vegetative improvements in accordance with Article 6 below. The MWRDGC shall obtain any and all permits necessary for the performance of the establishment work.
4. The Village shall maintain the Project improvements after Substantial Completion and Final Completion of the Project in accordance with Article 6 below. MWRDGC shall exempt the Village and its contractors from all MWRDGC permit requirements that may be applicable to the maintenance work set forth in Article 6. The Village shall obtain any and all other permits necessary for the performance of the maintenance work set forth in Article 6.

Article 4. Property Interests.

1. Prior to construction, MWRDGC will make best efforts to acquire from private property owners any temporary or permanent easements, license agreements or fee simple title necessary for construction of, maintenance of, and access to the Project. The Village will assist MWRDGC in efforts to obtain said property interests by facilitating discussions with property owners. In the event MWRDGC is unable to obtain all required property interests, the Agreement will be terminated in accordance with Article 9 below.
2. Should acquisition of property interests via compensation, or otherwise be necessary, the Village shall solely bear all associated costs, including the purchase price or easement fee as well as any attorneys' fees incurred by the Village in such acquisition. In the event the Village refuses to bear the associated costs, this Agreement will be terminated in accordance with Article 9 below.

3. Whereupon MWRDGC acquires permanent easements or any other property interest for maintenance and access from property owners, the rights and obligations for maintenance and access shall be shared by MWRDGC and the Village, however, in no event shall this provision be construed in contradiction to the provisions in Article 6 below. MWRDGC shall record all easements, licenses or deeds acquired for the Project with the Cook County Recorder of Deed's office.

Article 5. Ownership.

1. Upon Substantial Completion of the Project, the Village will own the Project improvements listed in Appendix C of the Tax Certificate and Agreement (***"Tax Agreement"***), attached hereto as Exhibit 4, with the exception of the native vegetation, which the Village will own upon Final Completion of the Project (see Exhibit 3, "Notice of Final Completion and Acceptance for Construction and Perpetual Maintenance of Streambank Stabilization of Midlothian Creek.")
2. The Village, at its sole cost and expense, shall after Final Completion perpetually control the use of said Project improvements as set forth in Appendix C of the Tax Agreement, attached hereto as Exhibit 4.
3. Nothing in this Agreement shall be construed as creating an ownership interest of MWRDGC after the date the Project improvements are turned over to the Village in any of the improvements constructed pursuant to this Agreement or set forth in Appendix C of the Tax Agreement.

Article 6. Maintenance.

1. During the Establishment Period, and prior to Final Completion, MWRDGC, at its sole cost and expense, shall establish and maintain the native vegetation in conformance with the requirements and performance standards of the Monitoring and Maintenance Plan (the ***"Plan"***) attached as Exhibit 2 and hereby incorporated into this Agreement and Article 11 below.
2. The Village, at its sole cost and expense, shall, upon Substantial Completion of construction by the MWRDGC, perpetually maintain both stabilized streambanks (other than the native vegetation) of the Midlothian Creek between 66th Court and Hickory Street in accordance with Article 11 below and the Plan attached as Exhibit 2.

3. The Village, at its sole cost and expense, shall, upon Final Completion of construction by the MWRDGC and after the Establishment Period by MWRDGC has ended, perpetually maintain the native vegetation in accordance with the Plan and Article 11 below.
4. MWRDGC and the Village shall conduct joint annual inspections to ensure adequate maintenance of the stabilized streambanks and native vegetation. The Village shall not alter the stabilized streambanks of Midlothian Creek without prior written consent of MWRDGC, except for routine maintenance as described in the attached Plan.
5. In the event of failure of the Village to maintain the stabilized streambanks in conformance with the specific maintenance standards and requirements set forth in Exhibit 2, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance required by the Plan has not been accomplished on or before thirty (30) days after such notice, MWRDGC may cause such maintenance to be performed and the Village shall pay MWRDGC the entire actual cost MWRDGC incurred to perform the required maintenance, based on documented costs necessary to bring the stabilized streambank or native vegetation into conformance with the specific maintenance standards and requirements set forth in Exhibit 2, and submitted to the Village in writing.
6. The MWRDGC shall have the necessary right of access to conduct maintenance and inspections.
7. In performing their obligations under this Article, the Village and MWRDGC shall comply with all access restrictions and notice requirements set forth in the easements, liens or deeds recorded pursuant to Article 4 of this Agreement.

Article 7. Notification.

1. Bid Advertisement. The MWRDGC shall provide the Village with 30 days notice prior to Bid Advertisement for the Project. The MWRDGC shall be responsible for compliance with all bidding laws and public contracting requirements applicable to the Project and its construction.
2. Construction. MWRDGC shall provide the Village with a construction schedule and provide the Village a minimum of 72 hours notice before the following project milestones:
   - Start of work
   - Substantial Completion
   - Final Completion of the Project

- The conclusion of the three (3) year Establishment Period by MWRDGC and corresponding Village review of improvements.

Article 8. Termination by the Village. Within 90 days after executing this Agreement, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 27 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Termination by MWRDGC. Prior to commencement of Construction of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 27 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 11. Duration. Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity. The maintenance responsibilities of the Village shall remain in perpetuity, unless (a) the Village replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater streambank stabilization benefit to the public; and (b) the cost of the Project has been amortized prior to its replacement in a manner consistent with the terms of the Tax Agreement.

Article 12. Non-Assignment. Neither party may assign its rights hereunder without the written consent of the other party. The Village may perform its maintenance and other obligations hereunder either with its own employees or, in the sole discretion of the Village, through a third-party contractor of its choosing.

Article 13. Waiver of Personal Liability. No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification. The Village shall defend, indemnify, and hold harmless MWRDGC, its commissioners, officers, employees, and other agents (hereinafter ***"MWRDGC Party"***) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees

and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against MWRDGC Party and arise out of or are in any way related to: (1) the Village's ownership or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to either MWRDGC or the Village under this Agreement.

The MWRDGC shall defend, indemnify, and hold harmless the Village, its appointed and elected officials, officers, past, current and future presidents and trustees/board members, agents, engineers, attorneys, employees and volunteers (hereinafter ***"Village Party"***) from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Village Party and arise out of or are in any way related to: (1) the MWRDGC's design or construction of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to either MWRDGC or the Village under this Agreement.

Article 15. Representations of the Village. The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Representations of MWRDGC. MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign same on behalf of and to bind MWRDGC;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the

terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 18 Waivers. Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, MWRDGC shall provide the Village with a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the resident engineer and the contractor. MWRDGC shall provide the Village with an O&M Plan.

Article 21. Deemed Inclusion. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions; however, in no event

will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 22. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 23. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

Article 24. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

Article 25. Judicial and Administrative Remedies. The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement will be executed in quadruplicate.

The rights and remedies of MWRDGC or the Village shall be cumulative, and election by MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

Article 26. Tax Exempt Status. The Village shall not use or permit to be used or operate the Project in any manner or for any purpose or take any action or omit to take any action which could result in loss of the exclusion from gross income for federal income tax purposes of the interest on any obligations of the District or the loss of any credit payment or tax credit to the MWRDCG or any other party from the United States Treasury (such as, for example, was

available to units of local government for "build America bonds") (any of such advantages being "Tax Advantaged Status"), as such Tax Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Sections 54 through 57, 103, and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated there under or decisions of any court of competent jurisdiction (collectively, the "Tax Laws"). The Village agrees to provide a certification and agreement, in the form as attached to this Agreement, regarding compliance with the Tax Laws (the "Tax Agreement"). In the event modification of such form of certification is required, such modification shall be passed upon by bond counsel to the MWRDGC.

Article 27. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight messenger service, upon receipt, or by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 28, unless otherwise specified and agreed to by the parties.

Article 28. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the Village:
Village Manager, Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477
Phone: (708) 444-5000
FAX: (708) 444-5009

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Tinley Park, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, on the dates specified below.

VILLAGE OF TINLEY PARK

_____

David G. Seaman, Village Mayor

ATTEST:

_____ _____

Patrick E. Rea, Village Clerk Date

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METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

_____
Chairman of the Committee on Finance

_____
Executive Director

ATTEST:

_____ _____
Clerk Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

_____ _____
Engineer of Stormwater Management Date

_____ _____
Assistant Director of Engineering Date

_____ _____
Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

_____ _____
Head Assistant Attorney Date

_____ _____
General Counsel Date

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Exhibit 1 : Streambank Stabilization for Midlothian Creek (MTCR)

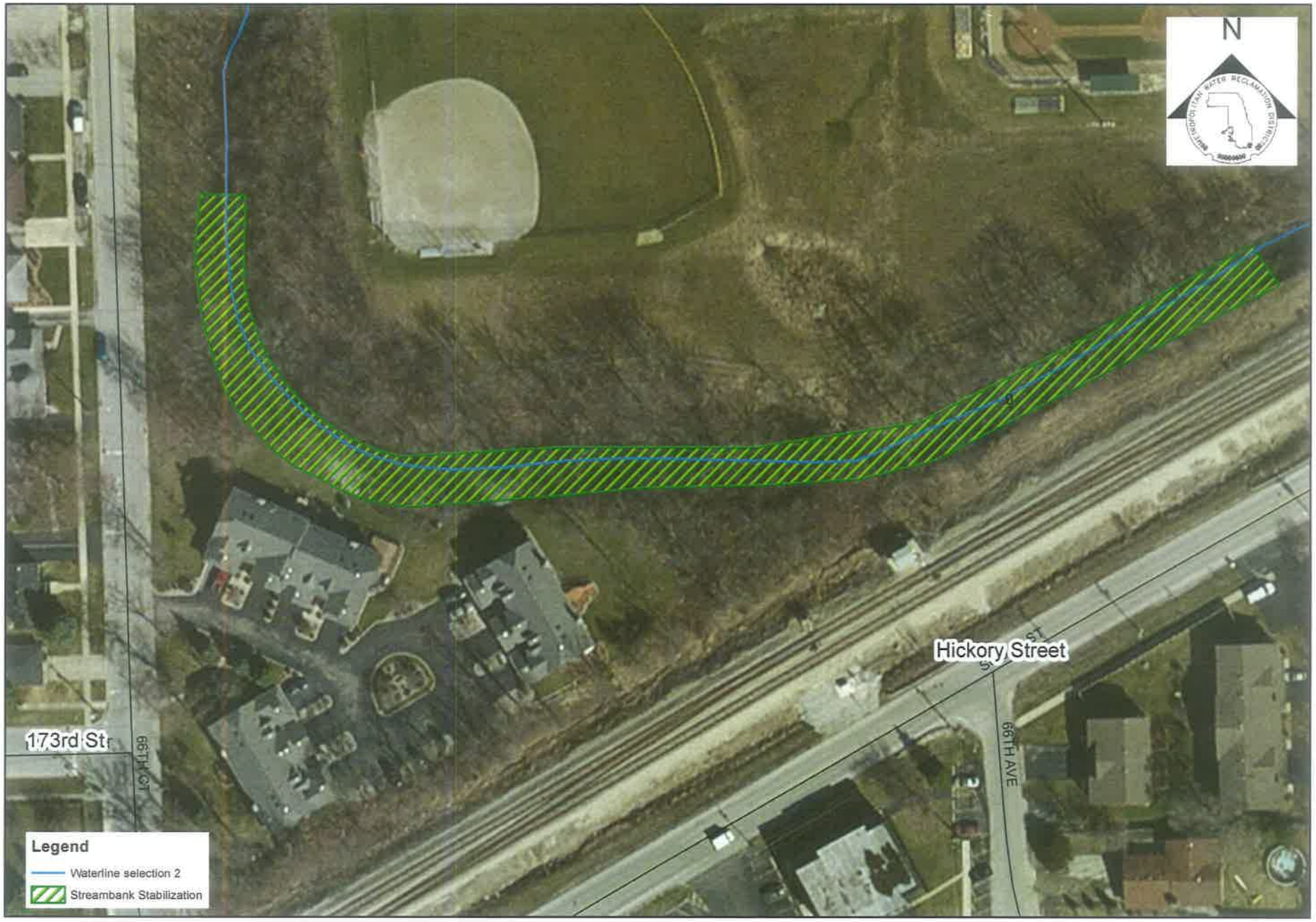

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Exhibit 2: Monitoring & Maintenance Plan
Midlothian Creek
Tinley Park, Illinois

A stream bank stabilization project is being proposed for two reaches along Midlothian Creek located within the Little Calumet River Watershed in Tinley Park, Illinois (the "Site"). As part of the overall site improvements (the "Project Improvements"), the following elements are proposed:

- Bank stabilization, in-stream stabilization/habitat, and riparian corridor enhancement
- Implementation of a Monitoring & Maintenance Plan
- Annual Inspections

Preparation and Implementation of an On-Site Stream and Riparian Corridor Monitoring & Maintenance Plan

A stream and riparian corridor Monitoring & Maintenance plan (the Plan") has been developed for the Site, including detailed grading and vegetative plans. The Plan includes a variety of bio-engineering treatments and vegetation (seed mixtures and plugs), utilizing native prairie species within the appropriate streamside planting zones. Planting zones have been established based on proposed ground elevations and their corresponding hydrologic, hydraulic, soils, and sunlight conditions and function. Included with the Plan is a series of steps outlined below for monitoring and maintaining the stream reach. Field data sheets that accompany the steps below are to be used for on-site assessments.

Monitoring & Maintenance Plan

The success of the stream bank stabilization and riparian corridor enhancement depends upon routine monitoring and maintenance. The Plan recommends a method and timing of monitoring & maintenance activities and identifies the responsible parties. The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) shall be responsible for the short-term monitoring and establishment (3 years) period (?) (the "Establishment Period") and the Village of Tinley Park (Village) will be responsible for the long-term monitoring & maintenance (>3 years), maintenance costs, and operation of the maintenance activities. Maintenance shall include any activity necessary to meet the designated performance standards and then maintain the restored area at the third year standard (or higher) designated within this Plan. Bio-engineering recommendations are from Chapter 16 of the NRCS *National Engineering Handbook Part 654 Stream Restoration Design*.

The Village and MWRDGC shall conduct a joint annual inspection to ensure adequate maintenance of the stabilized streambank.

MWRDGC - Establishment Period (3 Years)

The MWRDGC may designate a qualified professional to monitor and report on the success of the creek restoration and riparian area enhancement during the (3-Year) establishment period. Monitoring and reports shall specifically address how well the planted communities and stream restoration components meet 3-year performance standards. A Maintenance & Monitoring Plan map and field data sheets should be used during site visits to help locate and assess planting zones and stream stabilization structures.

Restored areas shall be assessed at least once annually and following intense rain events to document vegetation establishment and general condition of the stream. More frequent site visits may be necessary to assess establishment needs. Existing conditions shall be photo-documented and described in the field data sheets during inspections. Installed native vegetation shall meet the performance criteria found in the specifications under Seeding and Herbaceous Perennial Planting.

Streams and watersheds are dynamic and therefore channel conditions and in-stream structures shall be inspected at least twice annually by the responsible party during spring and fall and following intense rain events as necessary. Stream bank, depth, width, slopes, point bars, pools, soil lifts, rock toe, j-hooks, cross-vanes, rock

vanes, and any other structures shall be monitored for changes and to understand the equilibrium of the stream channel within its riparian corridor. Signs of changes in base flow, aggradation and degradation, and changes in stream slope or sinuosity shall also be monitored and noted for future evaluation by a qualified professional.

Signs of water quality degradation, such as excessive turbidity, sediment, nutrient loading, odor, debris, and adverse changes to aquatic and terrestrial wildlife should be monitored and noted for further investigation. Sources of water quality impairments may be from off-site and not immediately evident. Upstream off-site changes in land use or land management shall also be noted along with any impacts from intense rainfall events.

A photographic record should be taken at the same locations, using fixed or permanent reference points, during spring and fall and following intense rainfall events. Channel changes should be measured with a survey tape, surveyor's rod and level, or simply by visual inspection. Standard field data sheets are to be completed in order to document both positive and negative changes in a uniform manner. A reference reach nearby or upstream with similar dimensions and flow characteristics may be compared to ascertain the project changes, impacts, and level of success.

Village - Long Term Maintenance (>3 Years)

Long term (>3 Years) monitoring and maintenance shall be conducted by the Village. It is imperative that long-term maintenance continue after the initial short term establishment period is complete. Long-term maintenance will likely include the short-term establishment activities, but is expected to become less frequent as mowing becomes the primary management tool for controlling non-native species and as the channel reaches equilibrium in both bank stabilization and sediment transport. The success of native vegetation establishment and creek channel/slope stabilization should be recorded annually. Erosion around in-stream structures, downed trees/debris obstructions, and gullies or other evidence of sloughing should be assessed and repaired immediately by a qualified professional.

A recommended long term (year 4 and beyond) maintenance schedule is provided below.

Table 1. Recommended Long Term (Year 3 and Beyond) Monitoring & Maintenance Schedule

	Task	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
1.	**Mowing:** Conducted once annually if needed to control invasive species. Late June and late August are ideal mowing dates.				
			X	X	
2.	**Herbicide Application:** Conducted at least annually if needed for weed control.				
			X	X	
3.	**Supplemental Woody Species Removal:** Conducted as needed to keep woody invasives under control.				
		X			X
4.	**Debris Removal/In-stream Structure Repair:** Inspect & Repair as needed				
			X	X	

*Maintenance is recommended to be conducted during these quarters, however, it is not necessarily limited to the quarter(s) indicated.

Performance Standards

Reports shall specifically address how well the planted communities and stream stabilization components meet 3-year performance standards listed below as derived from the plans & specifications.

Vegetation Performance Standards

Selective Tree and Brush Removal

- All cut stumps are to be treated upon initial removal. Not more than 10% of the cut stumps shall be re-sprouting **one full growing season** after completion of Selective Tree and Brush Removal. If more that 10% of cut stumps are re-sprouting, all re-sprouts shall be treated.

Native Seeding

- Each vegetation community will meet or exceed the following performance criteria **three full growing seasons** after provisional acceptance: 80% total plant cover and at least 60% relative cover by planted native species in each community. In addition, non-native and/or invasive native species shall collectively not comprise greater than 30% relative cover in each community. Invasive/non-native shrubs and trees shall not exceed 20% of any vegetation community.

Herbaceous Perennial Planting

- Planted herbaceous plants will meet or exceed the following performance criteria **one full growing season** after provisional acceptance: 70% survivorship of all herbaceous plants. If more that 30% of plants do not survive after one year, lost plugs shall be re-planted to meet the performance standard.

Bank Stabilization Performance Standards

- In-stream and bank areas stabilized with soil lifts, rock toe, j-hooks, cross-vanes, rock vanes, and native vegetation shall remain in place throughout one full year after project completion. Doing so allows structures to become sedimented into place and native vegetation to begin establishing. Although some stream adjustment is expected, if more than 10% of in-stream structures become destabilized after one year then rock toe that has washed away shall be patched with new rock toe; j-hooks, cross-vanes and rock vanes shall be shifted back into place and embedded; native vegetation plugs that have washed away shall be re-planted; and erosion control blanket that has become destabilized shall be trimmed and/or replaced, re-stapled, and keyed-in. Repairs shall be done with light tracked equipment to minimize disturbance to established areas and disturbance that exposes bare soil must be stabilized with materials per the design plans. MWRDGC reserves the right to change these directives if they are deemed to impose too much of an impact upon the project area. Repairs may be done with nominal dewatering techniques such as sandbag diversions and pumping.

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Exhibit 3

_____ __, 201_

_____, Village Manager
Village of Tinley Park
16520 S. Oak Park Avenue
Tinley Park, IL 60477

Subject: "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK"

NOTICE OF FINAL COMPLETION AND ACCEPTANCE FOR THE CONTROL, OWNERSHIP, AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION OF MIDLOTHIAN CREEK

Dear _____:

Notice is hereby given, pursuant to Article 5 of the Intergovernmental Agreement by and between the Village of Tinley Park and the Metropolitan Water Reclamation District of Greater Chicago for Construction and Perpetual Maintenance of Streambank Stabilization of Midlothian Creek ("Agreement"), that the Metropolitan Water Reclamation District of Greater Chicago completed the construction of the streambank stabilization and three-year establishment of the vegetation ("the Project") on _____, 201_.

Accordingly, the Village of Tinley Park hereby acknowledges the completion of the Project and agrees to accept ownership control and perpetual maintenance of the improvements constructed under the Project as of the date of completion noted above and in accordance with Articles 5 and 6 of the Agreement.

Please sign below and return an original copy of this letter to our office. If you require further information, please contact _____ at _____.

Very truly yours,

Catherine A. O'Connor
Director of Engineering

ACKNOWLEDGED AND AGREED TO

this _____ day of _____, 201_.

Village of Tinley Park

by:_____

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Exhibit 4

TAX EXEMPTION CERTIFICATE AND AGREEMENT

The Village of Tinley Park (the "VILLAGE") is executing this Tax Exemption Certificate and Agreement (*"Tax Agreement"*) to allow the Metropolitan Water Reclamation District of Greater Chicago (the *"MWRDGC"*) to transfer to the VILLAGE monies and Facilities financed with proceeds of tax-exempt bonds. This Tax Agreement covers the facilities or property listed in Appendix C (the *"Facilities"*). Appendix C may be amended from time to time if additional cash to acquire or improve such Facilities or Facilities themselves are transferred.

To the extent that the MWRDGC owned or controlled the Facilities, the VILLAGE and the MWRDGC have previously executed or will execute documents transferring ownership or control of the Facilities to the VILLAGE. The VILLAGE is aware that the MWRDGC has limited resources and might be unable to fund or transfer the Facilities without this Tax Agreement.

Section 1. Definitions and Appendices. Attached hereto are four Appendices, made a part hereof. Appendix A contains certain covenants and representations that may or may not impose burdens on the VILLAGE. Appendix B contains a glossary of definitions applicable to the tax covenants, including Appendix A. Appendix D, if any, includes a description of certain funds or accounts that, as described in Appendix A, may be subject to investment restrictions or rebate payments. Appendix C lists or describes the Facilities that are hereby made the subject of restrictions described herein.

Section 2. Expectations. These certifications set forth various facts regarding the transfers and establish the expectations of the VILLAGE as to future events regarding the transfers and the use of Facilities transferred. These certifications also establish facts and expectations related to any transferred Facilities, and any moneys of the VILLAGE or related entities held in funds or accounts related to the Facilities (if any). The VILLAGE recognizes that the Facilities were or will be financed in whole or in part with obligations that are intended to be tax-exempt. Certain certifications and covenants are presented here in summary form. Attached hereto as Appendix A are further details explaining how to comply with these covenants.

Section 3. Purpose of Transfer. The Facilities listed in Appendix C have been or are being transferred to the VILLAGE to allow the VILLAGE and MWRDGC to better manage stormwater. The VILLAGE, and not the MWRDGC, will control the operation and use of these Facilities except for annual inspections, and except that MWRDGC may perform needed maintenance (at the expense of the VILLAGE) if the VILLAGE does not adequately maintain the Facilities in accordance with the Monitoring and Maintenance Plan.

Section 4. Cash Transfer. The MWRDGC may from time to time transfer cash, rather than Facilities to a VILLAGE. Such cash transfers will either be to reimburse (in whole or in part) the VILLAGE for capital costs of Facilities for the control of stormwater within the area served by the MWRDGC or to provide the funds to purchase or construct such Facilities. In either case,

the VILLAGE will add any such Facilities to Appendix C before such Facilities become operational.

In the case of reimbursement, the VILLAGE will not accept such cash more than 18 months after the expenditure to be reimbursed. The VILLAGE also understands that the MWRDGC will be unable to make such a transfer if the expenditure was made prior to November 6, 2014.

If any cash is transferred for capital expenditures not made by the VILLAGE on or prior to the date of the transfer or involving a current outlay of cash for a capital expenditure the VILLAGE will segregate such funds for investment and tracking purposes. Such funds will be invested and disbursed only in accordance with Appendix A and any supplemental tax agreement. In order to establish that cash transferred to the VILLAGE on a particular date which involves a current outlay of the same amount of cash by the VILLAGE, the VILLAGE will either confirm to the MWRDGC that it reasonably expects on the date of receipt of funds that it will disburse all amounts to contractors or suppliers within five business days or it will acknowledge increased investment tracking, computation and payment obligations related to such funds.

Section 5. Payments to MWRDGC, Security for MWRDGC Debt. Unless the VILLAGE executes a separate supplemental tax agreement indicating otherwise, the VILLAGE will not provide any security for any debt of MWRDGC and the VILLAGE will not make payments to MWRDGC that could be used by MWRDGC to pay or secure its debt. No fees will be paid by the VILLAGE for use of the financed Facilities. No repayments will be required. This section will not be read to limit future contractual arrangements including separate tax covenants. Under the intergovernmental agreement between MWRDGC and the VILLAGE, if the VILLAGE does not properly maintain the Facilities, the MWRDGC may perform maintenance on the Facilities and charge the VILLAGE for such maintenance costs.

Section 6. Hedges. Neither the VILLAGE nor any member of the same Controlled Group as the VILLAGE has entered into or expects to enter into any hedge (*e.g.,* an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to any debt of the MWRDGC.

Section 7. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the VILLAGE regarding any obligations issued by or on behalf of the VILLAGE in connection with its stormwater system and no such obligations are currently under examination by the Internal Revenue Service.

Section 8. Records. The VILLAGE agrees to keep and retain or cause to be kept and retained adequate records with respect to the investment, expenditure and use of all amounts and Facilities transferred by the MWRDGC to the VILLAGE and provide such records to the MWRDGC on reasonable request. The VILLAGE further agrees to maintain sufficient records to demonstrate compliance with all of the covenants set forth herein. Such records will be maintained at least until December 1, 2049, or such later date provided by the MWRDGC. If, as expected, cash is only transferred to the VILLAGE as reimbursement for prior expenditures or for current outlay, records to that effect will be sufficient investment and expenditure records. Records as to the use of Facilities shall apply to both Facilities constructed or acquired by the MWRDGC and

transferred to the VILLAGE and also to Facilities constructed or acquired with moneys provided by the MWRDGC.

Section 9. Investment Restrictions. Any money transferred by the MWRDGC to the VILLAGE that is not immediately allocated to an expenditure, must be invested in investments purchased at the market price, therefore, at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States of America purchased directly from the United States of America. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary. Except as provided in Appendix A, all moneys transferred by the MWRDGC to the VILLAGE shall be invested at a Yield not in excess of a Yield to be provided by the MWRDGC (which may, be revised by notice to the VILLAGE). Appendix A contains further details related to investment restrictions.

Section 10. Use Test. (a) No more than five percent of any of the Facilities will be used by any entity, other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Facilities on the same basis as the general public. Such prohibited use includes any formal or informal arrangement with any entity, other than a state or local governmental unit that conveys special legal entitlements to any portion of the Facilities that is available for use by the general public or that conveys to any entity, other than a state or local governmental unit, any special economic benefit with respect to any portion of the Facilities that is not available for use by the general public. Such prohibited use might arise pursuant to a management contract, an output contract, or a contract to accept effluent from an entity. Such prohibited use will be deemed to occur if the VILLAGE enters into any contract with a third party (other than a state or local government) to manage stormwater process wastewater of the third party for a fee that is not generally applicable to similar entities with no contract.

(b) None of the amounts transferred to the VILLAGE will be used, directly or indirectly, to make or finance loans to any entity.

Section 11. No Sale of the Project. Except as provided in Appendix A, none of the Facilities is expected to be sold or otherwise disposed of prior to the earlier of (i) the last date of the economic life of the property or (ii) December 1, 2044.

Section 12. Use Contracts. Except as provided herein, the VILLAGE will not enter into any contract with any other person that provides special legal entitlements in any of the Facilities. The VILLAGE will not allow another entity to manage, control, or operate any of the Facilities. The VILLAGE will not contractually provide that any of the Facilities will be used to manage stormwater of a specific non-governmental entity. The VILLAGE may enter into a management contract or other contract concerning such property if it establishes that such contract does not create private use in excess of use permitted under Section 10 and it delivers to the MWRDGC an opinion of Bond Counsel to that effect with a copy of the contract.

Section 13. *Cooperation.* The VILLAGE will cooperate with the MWRDGC at the expense of the VILLAGE in defending any examination of bonds of the MWRDGC that financed any of the Facilities. Except to the extent that public safety concerns dictate otherwise, the VILLAGE will allow site visits by the MWRDGC, its counsel, and personnel of the Internal Revenue Service in response to an examination of such bonds.

Section 14. *Annual Reporting.* The VILLAGE will provide a report to the MWRDGC at least annually. The report shall state whether the VILLAGE has over the previous year complied with all of its covenants and shall enumerate any covenant violations. The VILLAGE shall maintain adequate procedures and records to allow it to make and support these annual reports. The VILLAGE shall also notify the MWRDGC within 60 days of discovery of any covenant violations.

Section 15. *Remediation and VCAP.* The VILLAGE will work with the MWRDGC to remediate any violation of the VILLAGE (at the expense of the VILLAGE). If the MWRDGC with the assistance of the VILLAGE is unable to remediate the violation, the VILLAGE, at the VILLAGE's expense, will cooperate with the MWRDGC on seeking a voluntary closing agreement with the Internal Revenue Service.

Section 16. *Future Events.* The VILLAGE covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of Facilities or money transferred to it by the MWRDGC) if taking, permitting or omitting to take such action would cause any debt of the MWRDGC to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986 or would otherwise cause the interest on such bonds to be included in the gross income of the VILLAGE thereof for federal income tax purposes. The VILLAGE agrees that it will cooperate with the MWRDGC in responding to any inquiries from the Internal Revenue Service in connection with an examination of any of such debt.

If the VILLAGE has any questions regarding its responsibilities under these covenants, it will contact the MWRDGC and request clarification or additional guidance.

By _____
Authorized Signature for the Village of
Tinley Park
Dated: _____ __, 20__

APPENDIX A

Appendix A, Section 1. *Funds and Accounts.* Listed in Appendix D are all of the funds or accounts into which the VILLAGE may deposit cash transferred from the MWRDGC or earnings derived there from. Also included is a brief but accurate description of each.

The VILLAGE acknowledges that any such fund or account or portion of such fund or account (whether or not noted in Appendix D) is subject to rebate and investment restrictions except for any portions meeting exceptions described herein.

Appendix A, Section 2. *Project Moneys Received.* The VILLAGE will hold all amounts received from the MWRDGC not allocated to a capital expenditure paid by the VILLAGE prior to receipt or within five business days of receipt in a segregated fund or account herein referred to as the MWRDGC Project Fund.

The MWRDGC Project Fund shall be invested in U.S. Treasury obligations (including SLGS), or other investments permitted in writing by the MWRDGC in a Notification to the VILLAGE. The MWRDGC Project Fund will not be left uninvested except for amounts under $10,000 or amounts that are to be allocated to expenditure or investment within 5 business days.

Amounts will be withdrawn from the MWRDGC Project Fund only to the extent allocated to capital expenditures for costs of the Project. Except as described above, investment earnings on the MWRDGC Project Fund shall be retained in the MWRDGC Project Fund.

The VILLAGE shall provide the MWRDGC with the balance of the MWRDGC Project Fund on each date that the MWRDGC provides funds to the VILLAGE and on such other dates provided by the MWRDGC in a Notification to the VILLAGE. If any amounts or investments remain in the MWRDGC Project Fund after a date provided by the MWRDGC in a Notification to the VILLAGE then the VILLAGE will invest and disburse such amounts only in accordance with instructions provided in a supplemental Tax Agreement or in a Notification by the MWRDGC to the VILLAGE.

On the dates provided by the MWRDGC in a Notification to the VILLAGE, the VILLAGE will provide rebate and yield reduction payment computations to the MWRDGC based on yields provided by the MWRDGC in Notifications. If any computations show amounts owed on such investments, the VILLAGE shall promptly pay such amounts to the MWRDGC.

Appendix A, Section 3. *Market Price Investment Restrictions.* The VILLAGE will not invest any of the amounts received from the MWRDGC in any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, or any agreement to supply investments on two or more future dates (including any guaranteed investment contract, forward supply contract, repurchase agreement, or any similar agreement) unless it awards such investment contract pursuant to competitive bidding in a manner approved by the MWRDGC and its counsel.

The VILLAGE may until a date provided by the MWRDGC in a Notification to the VILLAGE invest such amounts in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal only if the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States of America and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Appendix A, Section 4. Federal Guarantees. Except for investments meeting the requirements of Appendix A, or prior to December 31, 2017, investments of moneys received from the MWRDGC shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.,* Refcorp Strips)), or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the moneys received from the MWRDGC has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States of America (or any agency or instrumentality thereof). A federal guarantee does not include any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Appendix A, Section 5. Rebate. Amounts received from the MWRDGC except as noted herein are subject to the Rebate requirement. The VILLAGE is responsible for calculating the amount of rebate if any due on such funds or accounts including those listed in Appendix D. Such rebate calculations shall be based on bond yields equal to yields provided from time to time by the MWRDGC. Such rebate computations shall be based upon a bond year ending on dates provided by the MWRDGC, and installment computation dates provided by the MWRDGC, and such other dates as may be provided by the MWRDGC from time to time. Such computations shall ignore "rebate credits" and shall not reflect any hold back amount permitted under the regulations. For example, the rebate amount shall be 100% on each computation date, not reduced to 90% as might be permitted under regulations. The VILLAGE shall pay to the MWRDGC the amount of rebate due with respect to each such account no later than 50 days after each installment computation date.

Appendix A, Section 6. Records. The VILLAGE shall retain records relating to each computation performed and all other investment records of amounts identified in Appendix A, Sections 1 and 2.

Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation. If any investment becomes allocable to one of the funds or accounts described in Section 7 of the Tax Covenants on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes so allocated. Amounts or investments

will be segregated whenever necessary to maintain these records. Upon request of the MWRDGC, such records will be provided to the MWRDGC.

Appendix A, Section 7. Sale of the Project. The VILLAGE shall not sell or otherwise dispose of portion of the Facilities identified on Appendix C without prior written approval of the MWRDGC or as specifically allowed as described below:

(a) Other than as provided in the next sentence, no Facility identified on Appendix C nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the VILLAGE of the property or (ii) December 1, 2044. The VILLAGE may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the VILLAGE of the property or (ii) December 1, 2044, provided: (A) the reasonably expected period of use of that property for governmental purposes is not less than twenty (20) years; (B) the VILLAGE reasonably expects on receipt of the property that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the VILLAGE deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the VILLAGE reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The VILLAGE acknowledges that if property identified on Appendix C is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a "deliberate action" within the meaning of the Regulations that may require remedial actions to prevent bonds financing the Cost Share from becoming private activity bonds. The VILLAGE shall promptly contact the MWRDGC if a sale or other disposition of property identified on Appendix C is considered by the VILLAGE.

Appendix A, Section 8. Maintenance of Tax Exemption. The VILLAGE recognizes that investors in tax exempt bonds are relying on these covenants, and will contact the MWRDGC if the VILLAGE determines that it may have violated any covenant or if it is unsure of any action required of it. The MWRDGC may under such circumstances provide the VILLAGE with additional instructions.

These tax covenants may be supplemented or amended by the VILLAGE and the MWRDGC, and covenants contained herein need not be observed if such supplementation, amendment, or non-observance will not adversely affect the tax status of any bonds of the MWRDGC intended to be tax exempt, and the VILLAGE obtains and delivers to the MWRDGC an opinion of Bond Counsel addressed to the MWRDGC to that effect.

APPENDIX B

GLOSSARY

"Bona Fide Debt Service Fund" means any fund or account (i) established and maintained primarily for the proper matching of revenues and debt service within a bond year and which is depleted at least once every year to an amount not in excess of a reasonably carryover amount not to exceed the greater of earnings on investments in such fund or account during the preceding bond year, or (ii) 1/12th of the principal and interest payments made from such fund for the preceding year.

"Bond Counsel" means any nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

"Commingled Fund" means any fund or account containing both Gross Proceeds and an amount in excess of $25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

"Control" means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

"Controlled Group" means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

"External Commingled Fund" means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

"Properties" means the properties and/or facilities identified on Appendix C.

"MWRDGC" means the Metropolitan Water Reclamation District of Greater Chicago.

"Non-AMT Tax-Exempt Investments" (i) any obligation described in Section 103(a) of the Internal Revenue Code of 1986 (the *"Code"*), the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (ii) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for

purposes of the alternative minimum tax imposed by Section 55 of the Code; and (iii) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344 (to the extent permitted by law).

"Project" means the properties and/or facilities identified on Appendix C.

"Related Person" means a member of the same controlled group.

"Yield" means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation's purchase price (or in the case of the Bonds, the issue price), including accrued interest.

APPENDIX C

FACILITIES SUBJECT TO USE RESTRICTIONS

1. Soil Lifts
2. Rock Toe
3. J-Hooks
4. Cross-Vanes
5. Rock Vanes
6. Native Vegetation

APPENDIX D

FUNDS OR ACCOUNTS CONTAINING MONEY TRANSFERRED FROM MWRDG TO THE VILLAGE

MWRDGC Project Fund. [NOT EXPECTED TO BE FUNDED]

FORM OF NOTIFICATION OF KEY DATES AND NUMBERS

For purposes of compliance with the Tax Exemption Certificate and Agreement executed on _____, ___ 201__ by the Village of Tinley Park ("VILLAGE") and the Metropolitan Water Reclamation District of Greater Chicago (the *"MWRDGC"*) the MWRDGC hereby notifies the VILLAGE of the following dates and values:

Tax Agreement Section 4. Earliest Expenditure Date: 11/06/2014

Tax Agreement Section 8. Record Maintenance Date: 12/01/2049
(This is 5 years after the final maturity date of the financing bonds.) This date may be revised further.

Tax Agreement Section 11. Sale of Facilities Date: 12/01/2044
(This is the final maturity date of bonds financing the Facilities.)

Appendix A Section 2. Rebate Yield(s): 2.73%
Restriction Yield(s): 2.73%
Rebate Computation Date: 12/31/2017

Appendix A Section 3. Investment Restriction Date: 12/31/2017
Appendix A Section 4. Investment Restriction Date: 12/31/2017
Dates used for Section 3 and Section 4 are both 3 years after the earliest issuance of bonds financing the Facilities

Appendix A Section 5. Bond Yield: 2.7%.

Appendix A Section 7. Earliest Sale date of any financed property 12/01/2044:

Appendix A Section 7. Minimum Useful Life 20 years*:

*This is the number that when multiplied by 120% equals the weighted average maturity of bonds financing the Facilities.

(Form to be utilized for projects funded by District Bond Sale.)

ACKNOWLEDGEMENT OF RECEIPT OF FUNDS

The Village of Tinley Park (the *"VILLAGE"*) provides this receipt for $_____ received by the VILLAGE on ____/____/____.

This amount is allocable to the following post, current or future expenditures check one:

				Check One			
No.	Amount	Party Paid or to be Paid	Date Paid or Expected to be Paid	Past	Current	Future	Future Amount
1.	$						
2.							
3.							
4.							
5.							
Total	$_____						$_____

The expenditures described above may exceed (but not be less than) the amount received by the VILLAGE.

The VILLAGE will hold the sum of future expenditures in the MWRDGC Project Account to be invested and tracked as described in the Tax Agreement.

The VILLAGE confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

Village of Tinley Park

By _____

Its:_____

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ORDINANCE NO. 2016-0-042

AN ORDINANCE DESIGNATING
THE VILLAGE OF TINLEY PARK
LEGACY TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT PROJECT AREA

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the "TIF Act"), the Village of Tinley Park (hereinafter referred to as the "Village") authorized a study in regard to designating a redevelopment project area for the Village's Legacy Tax Increment Financing District (hereinafter referred to as the "Legacy TIF District"); and

WHEREAS, on February 16, 2016, the Village announced the availability of the redevelopment plan and project for the Legacy TIF District (hereinafter referred to as the "TIF Plan"), effective February 17, 2016, with said TIF Plan containing an eligibility report for the Legacy TIF District addressing the tax increment financing eligibility of the area proposed for designation as the redevelopment project area for said Legacy TIF District (hereinafter referred to as the "Redevelopment Project Area"); and

WHEREAS, the President and Board of Trustees of the Village have heretofore adopted and approved the TIF Plan, with respect to which a public hearing was held on June 7, 2016, and it is now necessary and desirable to designate the area referred to therein as the Redevelopment Project Area;

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 area described and depicted in EXHIBIT A-1 and EXHIBIT A-2 attached hereto, and made a part thereof, is hereby designated as the

Redevelopment Project Area for the Village's Legacy Tax Increment Financing District pursuant to Section 5/11-74.4-4 of the TIF Act (65 ILCS 5/11-74.4-4).

SECTION 2: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

SECTION 3: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this 5th day of July, 2016, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT: _____

APPROVED by me this 5th day of July, 2016.

ATTEST:

_____
David G. Seaman, Village President

_____
Patrick E. Rea, Village Clerk

Published by me in pamphlet form this 6th day of July, 2016.

_____
Patrick E. Rea, Village Clerk

EXHIBIT A-1

Redevelopment Project Area Description

Village of Tinley Park
Legacy Tax Increment Financing District

Legal Description:
THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER OF SECTION 32 NORTH OF THE INDIAN BOUNDARY LINE, ALL TAKEN AS A TRACT, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE SOUTHEAST CORNER THEREOF BEING ALSO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE SOUTHEAST CORNER THEREOF;

THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND WESTWARD EXTENSION THEREOF TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF 62ND AVENUE;

THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND ALONG THE WESTERLY LINE OF 62ND AVENUE TO THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHERLY LINE OF LOT 6 IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED AUGUST 2, 1930 AS DOCUMENT NUMBER 10718539;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 TO 6, INCLUSIVE IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE WESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 6 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 3 TO 6, INCLUSIVE IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF LOT 2 IN WILLIAM A. WILKIN'S RESUBDIV1SION OF LOTS 1 AND 2 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED MARCH 6, 1953 AS DOCUMENT NUMBER 15561439;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 IN WILLIAM A. WILKIN'S RESUBDIV1SION, AFORESAID, TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT 1 IN FRED E. JURCAK'S RESUBDIVISION OF LOT 1 IN WILLIAM A. WILKIN'S RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED SEPTEMBER 2, 1965 AS DOCUMENT NUMBER 19576829 AND CORRECT BY DOCUMENT RECORDED OCTOBER 29, 1965 AS DOCUMENT NUMBER 19633426;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 IN IN WILLIAM A. WILKIN'S RESUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER THEREOF;

THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 2 IN T. D. GALAS SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN LYNDBERG AND WYDEVELD'S TITAN ARMS, A RESUBDIVISION OF LOTS 5 AND 6 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED MAY 18, 1965 AS DOCUMENT NUMBER 19467234;

THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN T. D. GALAS SUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 1, BEING ALSO A POINT ON THE EAST LINE OF LOT 4 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED SEPTEMBER 11, 1929 AS DOCUMENT NUMBER 10477250;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 4 IN BLOCK 1 TO THE SOUTHEAST CORNER THEREOF;

THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 2, 3 AND 4 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 174.00 FEET OF LOT 1 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 174.00 FEET OF SAID LOT 1 TO THE WEST LINE THEREOF;

THENCE WESTERLY TO THE POINT OF INTERSECTION WITH THE EAST LINE OF LOT 6

IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, WITH THE SOUTH LINE OF THE NORTH 100.00 FEET THEREOF;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 100.00 FEET OF LOT 6 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE WEST LINE THEREOF;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF BEING ALSO THE SOUTHEAST CORNER OF LOT 1 IN OWNER'S SUBDIVISION OF THE EAST 20.00 FEET OF LOT 4 AND ALL OF LOT 5 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED JANUARY 5, 1959 AS DOCUMENT NUMBER 17419287;

THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN OWNER'S SUBDIVISION, AFORESAID, AND ALONG THE SOUTH LINE OF LOTS 2, 3 AND 4 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 100.00 FEET OF LOT 1 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID LOT 1 IN BLOCK 2 TO THE WEST LINE THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN BLOCK 2 TO ITS POINT OF INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 1 IN WILLIAM A. WILKIN'S ADDITION TO TINLEY PARK IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED JUNE 24, 1955 AS DOCUMENT NUMBER 16280076;

THENCE WESTERLY THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 1, AFORESAID AND THE SOUTH LINE OF LOTS 1 TO 5 INCLUSIVE, IN WILKIN'S ADDITION TO TINLEY PARK, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 5, BEING ALSO A POINT ON THE EAST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16, AFORESAID, TO THE NORTH LINE OF THE SOUTH 133 FEET OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 133 FEET OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID TO THE WEST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID AND ITS SOUTHWARD EXTENSION TO THE SOUTH LINE OF 176TH STREET;

THENCE WESTERLY ALONG THE SOUTH LINE OF 176TH STREET TO THE EAST LINE OF OAK PARK AVENUE;

THENCE NORTHERLY ALONG THE NORTHERLY AND SOUTHERLY EXTENSION OF THE EAST LINE OF OAK PARK AVENUE TO THE NORTH LINE OF 176TH STREET;

THENCE EASTERLY ALONG THE NORTH LINE OF 176TH STREET TO A POINT 195.00 FEET WEST OF THE WEST LINE OF GARDEN AVENUE (NOW VACATED) (FORMERLY KNOWN AS 67TH STREET);

THENCE NORTH ALONG A LINE DRAWN 195.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF GARDEN AVENUE, AFORESAID TO A POINT 144.00 FEET SOUTH OF THE SOUTH LINE OF 175TH STREET;

THENCE WEST PARALLEL WITH 175TH STREET TO A POINT 294.00 FEET WEST OF THE WEST LINE OF GARDEN AVENUE, AFORESAID;

THENCE NORTH PARALLEL TO THE WEST LINE OF GARDEN AVENUE, AFORESAID, 144.00 FEET TO THE SOUTH LINE OF 175TH STREET;

THENCE EAST ALONG THE SOUTH LINE OF 175TH STREET TO ITS POINT OF INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF LOT 12 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN), BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31, RECORDED APRIL 4, 1910 AS DOCUMENT NUMBER 4534716;

THENCE NORTHERLY ALONG SAID SOUTHWARD EXTENSION AND THE WEST LINE OF SAID LOT 12 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID TO THE NORTHWEST CORNER THEREOF;

THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 3 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 3 WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID TO THE SOUTH LINE OF 174TH PLACE;

THENCE EASTERLY ALONG THE SOUTH LINE OF 174TH PLACE TO ITS POINT OF INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF THE WEST 2.60 FEET OF THE SOUTH HALF OF LOT 2 IN BLOCK 11 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31;

THENCE NORTHERLY ALONG SAID SOUTHWARD EXTENSION AND ALONG THE EAST LINE OF THE WEST 2.60 FEET OF THE SOUTH HALF OF LOT 2 TO THE NORTH LINE OF SAID SOUTH HALF OF LOT 2;

THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF LOT 2 TO THE EAST LINE THEREOF;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 AND ITS SOUTHWARD EXTENSION TO THE SOUTH LINE OF 174TH PLACE;

THENCE EASTERLY ALONG THE SOUTH LINE OF 174TH PLACE AND ITS EASTWARD EXTENSION TO THE SOUTHEASTERLY LINE OF 67TH AVENUE;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE 67TH AVENUE AND ITS NORTHEASTERLY AND SOUTHWESTERLY EXTENSIONS AND ALONG THE EASTERLY LINE OF 66TH COURT AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS TO THE NORTHWEST CORNER OF LOT 2 IN KARA'S TARA SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 30, RECORDED JUNE 8, 1993 AS DOCUMENT NUMBER 93430045;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOTS 2 AND 3 IN KARA'S TARA SUBDIVISION, AFORESAID TO THE SOUTHWEST CORNER OF LOT 4 IN DOUBLE "R" SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SAID SECTION 30, RECORDED MARCH 20, 1969 AS DOCUMENT NUMBER 2440847;

THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 4 AND 5 IN DOUBLE "R" SUBDIVISION, AFORESAID, AND THE NORTHWARD EXTENSION THEREOF TO THE NORTHWESTERLY LINE OF OAK FOREST AVENUE;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF OAK FOREST AVENUE TO THE WESTERLY LINE OF 66TH COURT;

THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY WITH THE EASTERLY LINE OF 66TH COURT;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE NORTHWESTERLY LINE OF OAK FOREST AVENUE;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF OAK FOREST AVENUE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE NORTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

PIN Numbers

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Common Boundary Description: The Redevelopment Project Area is generally bounded by Oak Forest Avenue, and a portion of the railroad right-of-way North of and adjacent to Oak Forest Avenue, on the North; 175th Place and 176th Street West of 62nd Avenue, and the Easterly extension of 177th Street East of 62nd Avenue, on the South; the Village limits on the East (being the Northerly extension of 62nd Avenue, North of 175th Street, and the East line of the Tinley Park High School property, at approximately 6000 West, South of 175th Street); and 66th Court, 67th Avenue and approximately 67th Court on the West; all in Tinley Park, Illinois.

EXHIBIT A-2

Street Location Map

(attached)

ORDINANCE NO. 2016-O-043

AN ORDINANCE APPROVING THE VILLAGE OF TINLEY PARK LEGACY TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA REDEVELOPMENT PLAN AND PROJECT

WHEREAS, the President and Board of Trustees of the Village of Tinley Park (hereinafter referred to as the "Village") desire to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the "TIF Act") for the proposed Tinley Park Legacy Tax Increment Financing District (hereinafter referred to as the "Legacy TIF District") redevelopment plan and project (hereinafter referred to as the "TIF Plan"), and designate the tax increment redevelopment project area (hereinafter referred to as the "Redevelopment Project Area") relative to the Legacy TIF District; and

WHEREAS, the Village authorized a study in regard to the designation of the Redevelopment Project Area for the Legacy TIF District and the adoption of the TIF Plan in relation thereto; and

WHEREAS, on February 16, 2016, the Village announced the availability of the TIF Plan, effective February 17, 2016, with said TIF Plan containing an eligibility report for the Legacy TIF District addressing the tax increment financing eligibility of the Redevelopment Project Area (hereinafter referred to as the "Eligibility Report"); and

WHEREAS, the President and Board of Trustees of the Village desire to implement tax increment financing pursuant to the TIF Act for the TIF Plan within the municipal boundaries of the Village and within the Redevelopment Project Area described and depicted in EXHIBIT A-1 and EXHIBIT A-2, both being attached hereto and made part hereof; and

WHEREAS, the Village has complied with the specific notice, joint review board meeting and public hearing requirements provided for in the TIF Act as a prerequisite to approving the TIF Plan in relation to the Legacy TIF District, in that the Village has taken the following actions:

	ACTION	**DATE TAKEN**
1.	Approved, by Motion, the preparation of the Eligibility Report and TIF Plan	November 3, 2015
2.	Published the TIF Interested Parties Registry notice in the newspaper (*Daily Southtown*)	November 19, 2015
3.	Announced the availability of the Eligibility Report and the TIF Plan, at a Village Board meeting	February 16, 2016, with the documents being available on February 17, 2016
4.	Mailed notice of the Public Meeting: to all taxing districts (by Certified Mail, return receipt requested); to all parties who are registered on the Village's TIF Interested Parties Registry (by Certified Mail, return receipt requested); to all taxpayers of record within the proposed TIF District (by First Class U.S. Mail); and to all residential addresses within the proposed TIF District (by First Class U.S. Mail)	February 22, 2016
5.	Held the Public Meeting	March 10, 2016
6.	Approved Ordinance No. 2016-O-010 calling for a Joint Review Board meeting and a Public Hearing relative to the proposed approval of the Redevelopment Project Area and the TIF Plan in relation thereto	April 5, 2016
7.	Mailed a copy of Ordinance No. 2016-O-010, the Eligibility Report and the TIF Plan, along with a notice of the Joint Review Board meeting and the Public Hearing, to all taxing districts and the Illinois Department of Commerce and Economic Opportunity (by certified mail, return receipt requested)	April 7, 2016
8.	Mailed notices relative to the availability of the Eligibility Report and TIF Plan to all residential addresses within 750 feet of the boundaries of the Redevelopment Project Area and to all parties who were registered on the Village's TIF Interested Parties Registry (by First Class U.S. Mail)	April 11, 2016
9.	Held the Joint Review Board meeting	April 22, 2016
10.	Published notice of the Public Hearing in the newspaper (*Daily Southtown*) twice	May 19, 2016 and May 26, 2016
11.	Mailed notices of the Public Hearing to each taxpayer of record (by certified mail, return receipt requested) within the Redevelopment Project Area, to all residential addresses within the Redevelopment Project Area (by First Class U.S. Mail), and to each person on the Village's TIF Interested Parties Registry (by First Class U.S. Mail)	May 26, 2016

12.	Held a Public Hearing	June 7, 2016

; and

WHEREAS, on April 22, 2016, the Joint Review Board, relative to the Legacy TIF District, recommended the approval of the Redevelopment Project Area and approval of the TIF Plan in relation thereto; and

WHEREAS, pursuant to the TIF Act, the Village has waited at least fourteen (14) days, but not more than ninety (90) days, from the Public Hearing date to take action on this Ordinance approving the TIF Plan; and

WHEREAS, the TIF Plan sets forth the conditions in the Redevelopment Project Area qualifying the Redevelopment Project Area as a "conservation area," and the President and Board of Trustees of the Village have reviewed testimony concerning said conditions presented at the Public Hearing and are generally informed of the conditions causing the Redevelopment Project Area to qualify as a "conservation area," as said term is defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3); and

WHEREAS, the President and Board of Trustees have reviewed the conditions pertaining to the lack of private investment in the Redevelopment Project Area to determine whether private development would take place in the Redevelopment Project Area as a whole without the adoption of the TIF Plan; and

WHEREAS, it is the intent of the President and Board of Trustees to utilize the tax increment from all sources authorized by law; with such revenues to be exclusively utilized for the development of the TIF Plan within the Redevelopment Project Area (except as provided in 65 ILCS 5/11-74.4-4(q), as incorporated into the TIF Plan budget of estimated redevelopment project costs); and

WHEREAS, the Redevelopment Project Area would not reasonably be redeveloped without the use of such incremental revenues; and

WHEREAS, the President and Board of Trustees have reviewed the conditions pertaining to real property in the Redevelopment Project Area to determine whether contiguous parcels of real property and improvements thereon in the Redevelopment Project Area would be substantially benefited by the TIF Plan improvements;

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 President and Board of Trustees hereby make the following findings:

A. The area constituting the Redevelopment Project Area is described and depicted as set forth in the attached EXHIBIT A-1 and EXHIBIT A-2;

B. There exist conditions which cause the area proposed to be designated as the Redevelopment Project Area to be classified as a "conservation area," as such term is defined in Section 5/11-74.4-3 of the TIF Act (65 ILCS 5/11-74.4-3);

C. The Redevelopment Project Area on the whole has not been subject to growth and redevelopment through investment by private enterprise and would not be reasonably anticipated to be redeveloped without the adoption of the TIF Plan;

D. The Redevelopment Project Area would not reasonably be redeveloped without the tax increment derived from real property tax incremental revenues, and the increment from such revenues will be exclusively utilized for the redevelopment as outlined in the TIF Plan within the Redevelopment Project Area (except as provided in 65 ILCS 5/11-74.4-4(q), as incorporated into the TIF Plan budget of estimated

redevelopment project costs);

E. The TIF Plan conforms to the Village's Comprehensive Plan for the development of the Village as a whole;

F. The parcels of real property in the Redevelopment Project Area are contiguous and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the TIF Plan are included in the Redevelopment Project Area;

G. The estimated date for final completion of the TIF Plan is December 31st of the year in which the payment to the Village Treasurer is made with respect to *ad valorem* taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted, which, as to the Legacy TIF District, is December 31, 2040; and

H. The estimated date for retirement of obligations incurred to finance TIF Plan costs is not later than December 31st of the year in which the payment to the Village Treasurer is made with respect to *ad valorem* taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Redevelopment Project Area is adopted, which, as to the Legacy TIF District, is December 31, 2040.

SECTION 2: That the TIF Plan which was the subject matter of the Public Hearing held on June 7, 2016, is hereby adopted and approved. A copy of said TIF Plan is attached hereto as EXHIBIT B and made a part hereof.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

SECTION 4: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this 5th day of July, 2016, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me this 5th day of July, 2016.

_____
David G. Seaman, Village President

ATTEST:

_____
Patrick E. Rea, Village Clerk

Published by me in pamphlet form this 22nd day of July, 2016.

_____
Patrick E. Rea, Village Clerk

EXHIBIT A-1

Redevelopment Project Area Description

Village of Tinley Park
Legacy Tax Increment Financing District

Legal Description:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER OF SECTION 32 NORTH OF THE INDIAN BOUNDARY LINE, ALL TAKEN AS A TRACT, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE SOUTHEAST CORNER THEREOF BEING ALSO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE SOUTHEAST CORNER THEREOF;

THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND WESTWARD EXTENSION THEREOF TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF 62ND AVENUE;

THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND ALONG THE WESTERLY LINE OF 62ND AVENUE TO THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHERLY LINE OF LOT 6 IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED AUGUST 2, 1930 AS DOCUMENT NUMBER 10718539;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 TO 6, INCLUSIVE IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE WESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 6 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 3 TO 6, INCLUSIVE IN

BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF LOT 2 IN WILLIAM A. WILKIN'S RESUBDIV1SION OF LOTS 1 AND 2 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED MARCH 6, 1953 AS DOCUMENT NUMBER 15561439;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 IN WILLIAM A. WILKIN'S RESUBDIV1SION, AFORESAID, TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT 1 IN FRED E. JURCAK'S RESUBDIVISION OF LOT 1 IN WILLIAM A. WILKIN'S RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED SEPTEMBER 2, 1965 AS DOCUMENT NUMBER 19576829 AND CORRECT BY DOCUMENT RECORDED OCTOBER 29, 1965 AS DOCUMENT NUMBER 19633426;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 IN IN WILLIAM A. WILKIN'S RESUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER THEREOF;

THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 2 IN T. D. GALAS SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN LYNDBERG AND WYDEVELD'S TITAN ARMS, A RESUBDIVISION OF LOTS 5 AND 6 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED MAY 18, 1965 AS DOCUMENT NUMBER 19467234;

THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN T. D. GALAS SUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 1, BEING ALSO A POINT ON THE EAST LINE OF LOT 4 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED SEPTEMBER 11, 1929 AS DOCUMENT NUMBER 10477250;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 4 IN BLOCK 1 TO THE SOUTHEAST CORNER THEREOF;

THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 2, 3 AND 4 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 174.00 FEET OF LOT 1 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 174.00 FEET OF SAID LOT 1 TO THE WEST LINE THEREOF;

THENCE WESTERLY TO THE POINT OF INTERSECTION WITH THE EAST LINE OF LOT 6 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, WITH THE SOUTH LINE OF THE NORTH 100.00 FEET THEREOF;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 100.00 FEET OF LOT 6 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE WEST LINE THEREOF;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF BEING ALSO THE SOUTHEAST CORNER OF LOT 1 IN OWNER'S SUBDIVISION OF THE EAST 20.00 FEET OF LOT 4 AND ALL OF LOT 5 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED JANUARY 5, 1959 AS DOCUMENT NUMBER 17419287;

THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN OWNER'S SUBDIVISION, AFORESAID, AND ALONG THE SOUTH LINE OF LOTS 2, 3 AND 4 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 100.00 FEET OF LOT 1 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID LOT 1 IN BLOCK 2 TO THE WEST LINE THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN BLOCK 2 TO ITS POINT OF INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 1 IN WILLIAM A. WILKIN'S ADDITION TO TINLEY PARK IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED JUNE 24, 1955 AS DOCUMENT NUMBER 16280076;

THENCE WESTERLY THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 1, AFORESAID AND THE SOUTH LINE OF LOTS 1 TO 5 INCLUSIVE, IN WILKIN'S ADDITION TO TINLEY PARK, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 5, BEING ALSO A POINT ON THE EAST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16, AFORESAID, TO THE NORTH LINE OF THE SOUTH 133 FEET OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 133 FEET OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID TO THE WEST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID AND ITS SOUTHWARD EXTENSION TO THE SOUTH LINE OF 176TH STREET;

THENCE WESTERLY ALONG THE SOUTH LINE OF 176TH STREET TO THE EAST LINE OF OAK PARK AVENUE;

THENCE NORTHERLY ALONG THE NORTHERLY AND SOUTHERLY EXTENSION OF THE EAST LINE OF OAK PARK AVENUE TO THE NORTH LINE OF 176TH STREET;

THENCE EASTERLY ALONG THE NORTH LINE OF 176TH STREET TO A POINT 195.00 FEET WEST OF THE WEST LINE OF GARDEN AVENUE (NOW VACATED) (FORMERLY KNOWN AS 67TH STREET);

THENCE NORTH ALONG A LINE DRAWN 195.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF GARDEN AVENUE, AFORESAID TO A POINT 144.00 FEET SOUTH OF THE SOUTH LINE OF 175TH STREET;

THENCE WEST PARALLEL WITH 175TH STREET TO A POINT 294.00 FEET WEST OF THE WEST LINE OF GARDEN AVENUE, AFORESAID;

THENCE NORTH PARALLEL TO THE WEST LINE OF GARDEN AVENUE, AFORESAID, 144.00 FEET TO THE SOUTH LINE OF 175TH STREET;

THENCE EAST ALONG THE SOUTH LINE OF 175TH STREET TO ITS POINT OF INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF LOT 12 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN), BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31, RECORDED APRIL 4, 1910 AS DOCUMENT NUMBER 4534716;

THENCE NORTHERLY ALONG SAID SOUTHWARD EXTENSION AND THE WEST LINE OF SAID LOT 12 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID TO THE NORTHWEST CORNER THEREOF;

THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 3 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 3 WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID TO THE SOUTH LINE OF 174TH PLACE;

THENCE EASTERLY ALONG THE SOUTH LINE OF 174TH PLACE TO ITS POINT OF INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF THE WEST 2.60 FEET OF THE SOUTH HALF OF LOT 2 IN BLOCK 11 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31;

THENCE NORTHERLY ALONG SAID SOUTHWARD EXTENSION AND ALONG THE EAST LINE OF THE WEST 2.60 FEET OF THE SOUTH HALF OF LOT 2 TO THE NORTH LINE OF SAID SOUTH HALF OF LOT 2;

THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF LOT 2 TO THE EAST LINE THEREOF;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 AND ITS SOUTHWARD EXTENSION TO THE SOUTH LINE OF 174TH PLACE;

THENCE EASTERLY ALONG THE SOUTH LINE OF 174TH PLACE AND ITS EASTWARD EXTENSION TO THE SOUTHEASTERLY LINE OF 67TH AVENUE;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE 67TH AVENUE AND ITS NORTHEASTERLY AND SOUTHWESTERLY EXTENSIONS AND ALONG THE EASTERLY LINE OF 66TH COURT AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS TO THE NORTHWEST CORNER OF LOT 2 IN KARA'S TARA SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 30, RECORDED JUNE 8, 1993 AS DOCUMENT NUMBER 93430045;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOTS 2 AND 3 IN KARA'S TARA SUBDIVISION, AFORESAID TO THE SOUTHWEST CORNER OF LOT 4 IN DOUBLE "R" SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SAID SECTION 30, RECORDED MARCH 20, 1969 AS DOCUMENT NUMBER 2440847;

THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 4 AND 5 IN DOUBLE "R" SUBDIVISION, AFORESAID, AND THE NORTHWARD EXTENSION THEREOF TO THE NORTHWESTERLY LINE OF OAK FOREST AVENUE;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF OAK FOREST AVENUE TO THE WESTERLY LINE OF 66TH COURT;

THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY WITH THE EASTERLY LINE OF 66TH COURT;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE NORTHWESTERLY LINE OF OAK FOREST AVENUE;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF OAK FOREST AVENUE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE NORTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

PIN Numbers

28-29-300-028-0000
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Common Boundary Description: The Redevelopment Project Area is generally bounded by Oak Forest Avenue, and a portion of the railroad right-of-way North of and adjacent to Oak Forest Avenue, on the North; 175th Place and 176th Street West of 62nd Avenue, and the Easterly extension of 177th Street East of 62nd Avenue, on the South; the Village limits on the East (being the Northerly extension of 62nd Avenue, North of 175th Street, and the East line of the Tinley Park High School property, at approximately 6000 West, South of 175th Street); and 66th Court, 67th Avenue and approximately 67th Court on the West; all in Tinley Park, Illinois.

EXHIBIT A-2

Street Location Map

(attached)

EXHIBIT B

Redevelopment Plan and Project for the Village of Tinley Park Legacy Tax Increment Financing District

(attached)

ORDINANCE NO. 2016-O-044

AN ORDINANCE ADOPTING TAX INCREMENT FINANCING FOR THE VILLAGE OF TINLEY PARK LEGACY TAX INCREMENT FINANCING DISTRICT

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the "TIF Act"), the Village of Tinley Park (hereinafter referred to as the "Village") authorized a study in regard to designating a redevelopment project area for the Village's Legacy Tax Increment Financing District (hereinafter referred to as the "Legacy TIF District"); and

WHEREAS, on February 16, 2016, the Village announced the availability of the redevelopment plan and project for the Legacy TIF District (hereinafter referred to as the "TIF Plan"), effective February 17, 2016, with said TIF Plan containing an eligibility report for the Legacy TIF District, addressing the tax increment financing eligibility of the area proposed for designation as the redevelopment project area for said Legacy TIF District (hereinafter referred to as the "Redevelopment Project Area"); and

WHEREAS, the President and Board of Trustees of the Village desire to adopt tax increment financing pursuant to the TIF Act; and

WHEREAS, the President and Board of Trustees of the Village have approved the TIF Plan and designated the Redevelopment Project Area pursuant to the provisions of the TIF Act, and have otherwise complied with all other conditions precedent required by the TIF Act;

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 tax increment financing is hereby adopted with respect to the Legacy TIF District, the TIF Plan in relation thereto, approved and adopted pursuant to an Ordinance adopted by the President and Board of Trustees of the Village on July 5, 2016, and the Redevelopment Project Area in relation thereto, described and depicted in EXHIBIT A-1 and EXHIBIT A-2 attached hereto and made a part hereof, approved, adopted and so designated pursuant to an Ordinance adopted by the President and Board of Trustees on July 5, 2016, with the initial equalized assessed valuation for said Legacy TIF District being the 2015 equalized assessed valuation of the Redevelopment Project Area.

SECTION 2: That the *ad valorem* taxes arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts, and tax rates determined in the manner provided in Section 5/11-74.4-9 of the TIF Act (65 ILCS 5/11-74.4-9), each year after the effective date of this Ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs have been paid, shall be divided as follows:

A. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value (the 2015 equalized assessed valuation) of each such taxable lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to, and when collected shall be paid by the Cook County

Collector to, the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

B. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed valuation (the 2015 equalized assessed valuation) of each lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to, and when collected shall be paid by the Cook County Collector to, the Village Treasurer who shall deposit said funds in a special fund called "The Special Legacy Tax Increment Allocation Fund" of the Village for the development of the TIF Plan.

SECTION 3: That the Village shall obtain and utilize incremental taxes from the Redevelopment Project Area for the payment of redevelopment project costs and all Village obligations financing redevelopment project costs in accordance with the provisions of the TIF Act and the TIF Plan.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

SECTION 5: That if any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 6: That all ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

ADOPTED this 5th day of July, 2016, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT: _____

APPROVED by me this 5th day of July, 2016.

_____
David G. Seaman, Village President

ATTEST:

_____
Patrick E. Rea, Village Clerk

Published by me in pamphlet form this 6th day of July, 2016.

_____
Patrick E. Rea, Village Clerk

EXHIBIT A-1

Redevelopment Project Area Description

Village of Tinley Park
Legacy Tax Increment Financing District

Legal Description:
THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOGETHER WITH THAT PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOGETHER WITH THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOGETHER WITH THAT PART OF THE NORTHWEST QUARTER OF SECTION 32 NORTH OF THE INDIAN BOUNDARY LINE, ALL TAKEN AS A TRACT, ALL IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE SOUTHEAST CORNER THEREOF BEING ALSO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE SOUTHEAST CORNER THEREOF;

THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND WESTWARD EXTENSION THEREOF TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF 62ND AVENUE;

THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND ALONG THE WESTERLY LINE OF 62ND AVENUE TO THE INTERSECTION OF SAID WESTERLY LINE WITH THE SOUTHERLY LINE OF LOT 6 IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED AUGUST 2, 1930 AS DOCUMENT NUMBER 10718539;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 TO 6, INCLUSIVE IN BLOCK 2 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE WESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 6 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 3 TO 6, INCLUSIVE IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF LOT 2 IN WILLIAM A. WILKIN'S RESUBDIV1SION OF LOTS 1 AND 2 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED MARCH 6, 1953 AS DOCUMENT NUMBER 15561439;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 IN WILLIAM A. WILKIN'S RESUBDIV1SION, AFORESAID, TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT 1 IN FRED E. JURCAK'S RESUBDIVISION OF LOT 1 IN WILLIAM A. WILKIN'S RESUBDIVISION OF LOTS 1 AND 2 IN BLOCK 1 IN ELMORE'S RIDGELAND AVENUE ESTATES SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, RECORDED SEPTEMBER 2, 1965 AS DOCUMENT NUMBER 19576829 AND CORRECT BY DOCUMENT RECORDED OCTOBER 29, 1965 AS DOCUMENT NUMBER 19633426;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOT 1 IN IN WILLIAM A. WILKIN'S RESUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER THEREOF;

THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 2 IN T. D. GALAS SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN LYNDBERG AND WYDEVELD'S TITAN ARMS, A RESUBDIVISION OF LOTS 5 AND 6 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED MAY 18, 1965 AS DOCUMENT NUMBER 19467234;

THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN T. D. GALAS SUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 1, BEING ALSO A POINT ON THE EAST LINE OF LOT 4 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED SEPTEMBER 11, 1929 AS DOCUMENT NUMBER 10477250;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 4 IN BLOCK 1 TO THE SOUTHEAST CORNER THEREOF;

THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 2, 3 AND 4 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 174.00 FEET OF LOT 1 IN BLOCK 1 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 174.00 FEET OF SAID LOT 1 TO THE WEST LINE THEREOF;

THENCE WESTERLY TO THE POINT OF INTERSECTION WITH THE EAST LINE OF LOT 6

IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, WITH THE SOUTH LINE OF THE NORTH 100.00 FEET THEREOF;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 100.00 FEET OF LOT 6 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE WEST LINE THEREOF;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF BEING ALSO THE SOUTHEAST CORNER OF LOT 1 IN OWNER'S SUBDIVISION OF THE EAST 20.00 FEET OF LOT 4 AND ALL OF LOT 5 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED JANUARY 5, 1959 AS DOCUMENT NUMBER 17419287;

THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 1 AND 2 IN OWNER'S SUBDIVISION, AFORESAID, AND ALONG THE SOUTH LINE OF LOTS 2, 3 AND 4 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 100.00 FEET OF LOT 1 IN BLOCK 2 IN ELMORE'S TINLEY PARK ESTATES, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 100.00 FEET OF SAID LOT 1 IN BLOCK 2 TO THE WEST LINE THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 IN BLOCK 2 TO ITS POINT OF INTERSECTION WITH THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 1 IN WILLIAM A. WILKIN'S ADDITION TO TINLEY PARK IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, RECORDED JUNE 24, 1955 AS DOCUMENT NUMBER 16280076;

THENCE WESTERLY THE EASTWARD EXTENSION OF THE SOUTH LINE OF LOT 1, AFORESAID AND THE SOUTH LINE OF LOTS 1 TO 5 INCLUSIVE, IN WILKIN'S ADDITION TO TINLEY PARK, AFORESAID, TO THE SOUTHWEST CORNER OF SAID LOT 5, BEING ALSO A POINT ON THE EAST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16, AFORESAID, TO THE NORTH LINE OF THE SOUTH 133 FEET OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID;

THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 133 FEET OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID TO THE WEST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST 72.83 FEET OF THE EAST 89.33 FEET OF THE WEST HALF OF BLOCK 16 IN THE VILLAGE OF TINLEY PARK, AFORESAID AND ITS SOUTHWARD EXTENSION TO THE SOUTH LINE OF 176TH STREET;

THENCE WESTERLY ALONG THE SOUTH LINE OF 176TH STREET TO THE EAST LINE OF OAK PARK AVENUE;

THENCE NORTHERLY ALONG THE NORTHERLY AND SOUTHERLY EXTENSION OF THE EAST LINE OF OAK PARK AVENUE TO THE NORTH LINE OF 176TH STREET;

THENCE EASTERLY ALONG THE NORTH LINE OF 176TH STREET TO A POINT 195.00 FEET WEST OF THE WEST LINE OF GARDEN AVENUE (NOW VACATED) (FORMERLY KNOWN AS 67TH STREET);

THENCE NORTH ALONG A LINE DRAWN 195.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF GARDEN AVENUE, AFORESAID TO A POINT 144.00 FEET SOUTH OF THE SOUTH LINE OF 175TH STREET;

THENCE WEST PARALLEL WITH 175TH STREET TO A POINT 294.00 FEET WEST OF THE WEST LINE OF GARDEN AVENUE, AFORESAID;

THENCE NORTH PARALLEL TO THE WEST LINE OF GARDEN AVENUE, AFORESAID, 144.00 FEET TO THE SOUTH LINE OF 175TH STREET;

THENCE EAST ALONG THE SOUTH LINE OF 175TH STREET TO ITS POINT OF INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE WEST LINE OF LOT 12 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN), BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31, RECORDED APRIL 4, 1910 AS DOCUMENT NUMBER 4534716;

THENCE NORTHERLY ALONG SAID SOUTHWARD EXTENSION AND THE WEST LINE OF SAID LOT 12 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID TO THE NORTHWEST CORNER THEREOF;

THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 3 IN WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 3 WILLIAM LAWRENZ SUBDIVISION OF BLOCK 13, AFORESAID TO THE SOUTH LINE OF 174TH PLACE;

THENCE EASTERLY ALONG THE SOUTH LINE OF 174TH PLACE TO ITS POINT OF INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF THE WEST 2.60 FEET OF THE SOUTH HALF OF LOT 2 IN BLOCK 11 IN THE VILLAGE OF TINLEY PARK (FORMERLY BREMEN) BEING A SUBDIVISION OF PART OF SAID SECTIONS 30 AND 31;

THENCE NORTHERLY ALONG SAID SOUTHWARD EXTENSION AND ALONG THE EAST LINE OF THE WEST 2.60 FEET OF THE SOUTH HALF OF LOT 2 TO THE NORTH LINE OF SAID SOUTH HALF OF LOT 2;

THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF LOT 2 TO THE EAST LINE THEREOF;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 AND ITS SOUTHWARD EXTENSION TO THE SOUTH LINE OF 174TH PLACE;

THENCE EASTERLY ALONG THE SOUTH LINE OF 174TH PLACE AND ITS EASTWARD EXTENSION TO THE SOUTHEASTERLY LINE OF 67TH AVENUE;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE 67TH AVENUE AND ITS NORTHEASTERLY AND SOUTHWESTERLY EXTENSIONS AND ALONG THE EASTERLY LINE OF 66TH COURT AND ITS NORTHERLY AND SOUTHERLY EXTENSIONS TO THE NORTHWEST CORNER OF LOT 2 IN KARA'S TARA SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 30, RECORDED JUNE 8, 1993 AS DOCUMENT NUMBER 93430045;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOTS 2 AND 3 IN KARA'S TARA SUBDIVISION, AFORESAID TO THE SOUTHWEST CORNER OF LOT 4 IN DOUBLE "R" SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SAID SECTION 30, RECORDED MARCH 20, 1969 AS DOCUMENT NUMBER 2440847;

THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 4 AND 5 IN DOUBLE "R" SUBDIVISION, AFORESAID, AND THE NORTHWARD EXTENSION THEREOF TO THE NORTHWESTERLY LINE OF OAK FOREST AVENUE;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF OAK FOREST AVENUE TO THE WESTERLY LINE OF 66TH COURT;

THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY WITH THE EASTERLY LINE OF 66TH COURT;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY TO THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE NORTHWESTERLY LINE OF OAK FOREST AVENUE;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF OAK FOREST AVENUE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 TO THE NORTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

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Common Boundary Description: The Redevelopment Project Area is generally bounded by Oak Forest Avenue, and a portion of the railroad right-of-way North of and adjacent to Oak Forest Avenue, on the North; 175th Place and 176th Street West of 62nd Avenue, and the Easterly extension of 177th Street East of 62nd Avenue, on the South; the Village limits on the East (being the Northerly extension of 62nd Avenue, North of 175th Street, and the East line of the Tinley Park High School property, at approximately 6000 West, South of 175th Street); and 66th Court, 67th Avenue and approximately 67th Court on the West; all in Tinley Park, Illinois.

EXHIBIT A-2

Street Location Map

(attached)

ORDINANCE NO. 2016-O-026

AN ORDINANCE ESTABLISHING PAY SCALES AND CERTAIN FRINGE BENEFITS FOR EMPLOYEES FOR THE FISCAL YEAR ENDING APRIL 30, 2017

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, as follows:

SECTION ONE

SALARY – All full time employees of the Village of Tinley Park whose positions have been classified as non-management positions, except Patrol Officers and other employees covered by a collective bargaining agreement, shall be paid in accordance with the Pay Schedule which is set forth in Appendix "A", said Schedule for full time employees, effective May 1, 2016, is attached hereto and the same is hereby adopted, approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

Patrol Officers shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the Metropolitan Alliance of Police Tinley Park Police Chapter #192 (hereinafter referred to "MAP") dated July 12, 2013, and such successor collective bargaining agreements as may be approved by the Village. Public Works employees shall be paid in accordance with the pay provisions contained in an agreement between the Village of Tinley Park and the International Union of Operating Engineers, Local 150 dated May 20, 2014 and any successor collective bargaining agreements as may be approved by the Village. Police Sergeants shall be paid in accordance with the terms and conditions of the Sergeant's Agreement adopted September 21, 2010.

All full time employees whose positions have been classified as management positions shall be paid the wages established in the Pay Schedule for certain appointed employees effective May 1, 2016, contained in Appendix "B" attached hereto and the same is hereby adopted, approved and incorporated as fully as if said Pay Schedule had been set out at length herein.

SECTION TWO

LONGEVITY PAY - All full time employees, except Patrol Officers and other employees covered by a collective bargaining agreement, shall be entitled to longevity pay increases in accordance with the following schedule:

5 years seniority	-	$ 60.00 per month
10 years seniority	-	$ 105.00 per month
15 years seniority	-	$ 150.00 per month
19 years seniority	-	$ 195.00 per month

SECTION THREE

FIRE PAY – Firefighters shall be entitled to the remuneration per hour established in the following schedule:

Firefighter (Non Certified)	$ 8.25
Firefighter (Certified)	$14.59
Firefighter	$18.13
Engineer	$19.77
Lieutenant	$20.62
Captain	$21.70
Asst. Fire Chief /Shift Cmdr	$24.71

Tinley Park Firefighters may be eligible to receive an annual stipend if they meet the criteria set forth in TPFD Standard Operating Guideline 100.21 – Pay. The amount of the stipend is decided upon annually by the Village and dispersed to eligible Firefighters based on a percentage of accomplished criteria.

SECTION FOUR

CROSSING GUARDS – Crossing Guards employed by the Village shall be paid $10.59 per run to start, after completion of one (1) year of satisfactory service the rate shall be $14.11 per run and after completion of two (2) years or more of satisfactory service the rate shall be $17.37 per run. A run shall be defined as the performance of the Crossing Guard's duties at an approved Village intersection for a period not greater than thirty (30) minutes.

SECTION FIVE

PART TIME PATROL OFFICERS Part time Patrol Officers employed by the Village who are not certified by the State of Illinois shall be paid minimum wage in accordance with the State of Illinois. Part Time Officers who are not certified by the State of Illinois will be required to complete the 400 hour Web Based Time Training Academy Program. Part Time Officers who complete the Web Based Part Time Academy Program and are certified by the State of Illinois shall be paid $15.92 per hour, beginning with their first day in the field training program. After completion of the 480 Field Training Program, the rate shall be $26.61 per hour. Part Time Officers who work New Years Eve, New Years Day, Easter Sunday, Memorial Day, July 4th, Thanksgiving, Christmas Eve and Christmas Day will be paid at a rate of time and one half (1 ½) of their hourly rate.

AUXILIARY POLICE OFFICERS – Auxiliary Police Officers employed by the Village shall be paid $13.87 per hour.

EMERGENCY MANAGEMENT PERSONNEL – Emergency Management Members who meet the minimum qualifications as a regular member are eligible for

compensation at the rate of $19.41 per hour for all activities approved by the Village Manager. Examples of such activities that will be compensated include, but are not limited to, parades, job duties at the First Midwest Bank Amphitheatre, traffic control, etc.

Emergency Management Personnel who act as instructors for the Community Emergency Response Team (CERT) program will be compensated at a rate of $20.00 per hour.

SECTION SIX

PART TIME EMPLOYEES-

A. Clerk/Matrons

Part time Clerk/Matrons employed by the Village in the Police Department shall be paid $12.84 per hour to start, after completion of one (1) year of satisfactory service, the rate shall be $13.77 per hour, after completion of two (2) years of satisfactory service, the rate shall be $14.61 per hour, after the completion of three (3) years of satisfactory service, the rate shall be $15.61 per hour, after the completion of four (4) years of satisfactory service, the rate be $16.58 per hour, and after the completion of five (5) years of satisfactory service, the rate shall be $17.72 per hour. A part time Clerk/Matron who works the Police Department's midnights and/or weekends, shall be eligible to receive an additional stipend of $2.00 per hour for those hours worked in that shift. In addition, if a part time Clerk/Matron works a Village holiday (as defined in the Village Personnel Manual), they shall receive time and one half (1 ½) of their hourly rate.

B. Part Time Telecommunicators

Part time Telecommunicators employed by the Village shall be paid $20.15 per hour to start. Upon successful completion of the Village of Tinley Park 911 Command Center's

Communication Training and Evaluation Program, the rate shall be $20.80 per hour. A part time Telecommunicator who works midnights, shall be eligible to receive an additional stipend of $.50 cents per hour for those hours worked in that shift. In addition, should these employees work a Village holiday (as defined in the Village Personnel Manual), he/she shall receive time and one half (1 ½) of their hourly rate.

C. Part Time Inspectors

Upon hire, part time Fire Inspectors shall be compensated at a rate of $20.15 per hour. Part time Health Inspectors shall be compensated at a rate of $35.00 per inspection. Part time Building Inspectors shall be compensated at a rate of $15.00 per inspection.

D. Part time Custodians

Part time Custodians employed by the Village shall be paid $12.30 per hour to start, after completion of one (1) year of satisfactory service, the rate shall be $14.35 per hour, after completion of two (2) years of satisfactory service, the rate shall be $16.40 per hour.

E. Part time SCADA Engineers

Part time SCADA Engineers employed by the Village shall be compensated at the rate of $40.00 per hour.

F. Meter Readers

Meter Readers shall be compensated at a rate of $ .40 cents per meter.

G. Not Otherwise Classified

Part time employees not otherwise classified or provided for in this ordinance including, but not limited to temporary labor, summer help and clerical positions employed by any Village Department shall be paid $11.64 per hour to start, after completion of one (1) year of satisfactory service, the rate shall be $12.48 per hour, after completion of two (2)

years of satisfactory service, the rate shall be $13.39 per hour, after completion of three (3) years of satisfactory service the rate shall be $14.36 per hour, after completion of four (4) years of satisfactory service, the rate shall be $15.38 per hour, and after completion of five (5) years of satisfactory service, the rate shall be $16.52 per hour.

Part-time employees hired as interns as part of post-secondary school (i.e. college level) educational programs shall be paid following the same schedule established in this section substituting the years of college education for the starting pay and the years of satisfactory service. Part-time employees hired as interns under the Business Professionals of America Program shall be paid minimum wage in accordance with the State of Illinois.

Commission Secretaries shall be paid at a rate of $16.52 per hour.

Part time Snow Plow Drivers shall be compensated at a rate of $25.00 per hour.

SECTION SEVEN

The rates of pay established in the preceding sections of this Ordinance shall not vest and shall not constitute a property interest in the continuance of any special rate or method of compensation for any public employee, nor shall they be considered a contract of employment or guarantee of continued employment.

SECTION EIGHT

No expense shall be incurred by the Corporate Authority of the Village of Tinley Park or by any committee or member thereof relative to the compensation to be paid to any public employee unless an appropriation has been previously made concerning such compensation. Any expense otherwise incurred in violation of this Section shall be null

and void as to the Village of Tinley Park and no money belonging to the Village of Tinley Park shall be paid on account thereof.

SECTION NINE

The provisions of the preceding sections of this Ordinance shall be effective as of May 1, 2016.

SECTION TEN

All Ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION ELEVEN

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 immediately upon its passage, approval, and publication as required by law.

PASSED this day of _____, 2016

AYES:

NAYS: None

ABSENT:

APPROVED this day _____, 2016.

_____
David Seaman, President

ATTEST:

_____
Patrick E. Rea, Village Clerk

APPENDIX "A"

Non-Management Positions

The following pay ranges are hereby established for all full time and part time employees not otherwise addressed in this ordinance in non-management positions for the fiscal year beginning May 1, 2016 and ending April 30, 2017. Individual salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2017 and related documents. The grade table is presented based on a full-time position at 2080 hours per year except as noted. Full time positions at lower annual hour base and part time positions proportionately lower.

POSITION	BEGINNING BASE ANNUAL SALARY	MAXIMUM BASE ANNUAL SALARY
Clerk I (1820 hours) Administrative Assistant Marketing Assistant	36,199	50,615
Accounting Technician Clerk/Matron Midnight Records Clerk	37,637	52,672
Clerk II	38,383	53,709
Community Service Officer Secretary	39,966	55,875
Zoning Administrator	41,599	58,158
Utility Billing Technician Work Order Technician Building Permit Technician	41,786	58,423
Telecommunicator Fire Alarm Services Officer Public Education Officer FOIA Officer	49,690	69,515
Planner I	50,668	70,867
Business Retention Specialist Special Events Coordinator	51,708	72,302
Lead Telecommunicator Public Information Coordinator Community Engagement Coordinator	52,727	73,716
Office Coordinator - Public Works Office Coordinator – Building Department Office Coordinator – Fire Department FOIA Coordinator Quality & Training Coordinator	54,849	76,732
Computer Technician	58,218	81,412
Fire Inspector Building Inspector, Plumbing Inspector Electrical Inspector Health & Consumer Protection Officer Code Compliance Officer	61,775	86,404
Senior Fire Inspector	70,948	99,238

APPENDIX "B"

Management Positions

The following pay ranges are hereby established for all full time and appointed part time employees not otherwise addressed in this ordinance in management positions for the fiscal year beginning May 1, 2016, and ending April 30, 2017. Individual salaries shall be in conformance with the Schedule and shall not exceed those provided for in the budget adopted for fiscal year ending April 30, 2017 and related documents. The grade table is presented based on a full time position at 2080 hours per year except as noted. Full time positions at lower annual hour base and part time positions are proportionately lower.

POSITION	BEGINNING BASE ANNUAL SALARY	MAXIMUM BASE ANNUAL SALARY
Executive Assistant	58,156	75,884
Planner II/Deputy Planning Director Accountant II Deputy Director Human Resources	64,543	84,217
Police Records Supervisor Operations Coordinator – Emgy Mgmt & Comm	65,512	85,,482
Deputy Village Clerk Administrative Secretary	68,504	89,386
Deputy Fire Chief – Fire Suppression	69,532	90,726
Senior Accountant Lead Computer Technician	71,634	93,467
Foreman Head Mechanic	77,170	100,693
Assistant Treasurer Deputy Collector	78,328	102,204
Foreman (Prior to 5/1/06)	81,906	106,869
Human Resources Director Marketing Director	86,932	113,429
Street Superintendent Water and Sewer Superintendent Fleet and Facilities Superintendent	89,559	116,857
Building Commissioner	90,903	118,610
Planning Director Assistant Public Works Director Emergency Mgmt & Communications Director	96,481	125,889
Economic Development Director	99,396	129,690
Deputy Police Chief Deputy Fire Chief – Fire Prevention	100,888	131,637
Assistant Village Manager	105,495	137,649
Treasurer	110,315	143,938
Director of Public Works	111,969	146,097
Fire Chief Police Chief	117,085	152,771
Village Manager	153,069	199,723

Tinley Park
ILLINOIS

Interoffice Memorandum

Human Resources Department

Date: June 3, 2016

To: David Niemeyer, Village Manager

From: Gerry Horan, Human Resources Director

Re: Pay and Compensation

In 2005, the Village underwent a Pay and Compensation study that established the Pay Plan that is existence today. Prior to that date, all employees, both full and part time, (sans those under collective bargaining/agreements) were compensated in accordance with the Pay Ordinance for that year.

Village employees are compensated as follows:

1. Pay Ordinance
2. Pay Plan
3. Collective bargaining (MAP & Local 150).
4. Sergeant's Agreement

1.Pay Ordinance

Village Pay Ordinance No. 2016-0-026 establishes pay scales and certain fringe benefits for all employees and includes those not referenced in the Village's Pay Plan. Along with an appendix detailing the salary ranges for full time employees, the annual Pay Ordinance establishes rates of pay for part time employees including, but not limited to: Clerical, Firefighters, Crossing Guards, Patrol Officers, Auxiliary Officers, Part time Patrol Officers,etc. Changes to the Ordinance are dictated by the Village Board and become effective May 1 of each year.

2. Pay Plan

The Village's Pay Plan addresses compensation for all non-bargaining, full time and salaried employees, reflecting only those listed in the Appendix of the Pay Ordinance, as mentioned above. Changes to the Pay Plan are dictated by the Village Board and become effective May 1 of each year.

3. Collective bargaining (MAP & Local 150).

Not impacted by Pay Ordinance

4.Sergeant's Agreement

Not impacted by Pay Ordinance

Note: To achieve continuity and to maintain alignment with market wages, all salary grades are adjusted in accordance with changes in the labor market on an annual basis. Each pay grade is increased by the particular percentage granted by the Village Board as a general wage adjustment for employees.

The next page provides detail of annual compensation increases for staff from 2006 to the present as well as market wage adjustment survey results from comparable communities.

Detail of annual compensation increases for each employee category from 2006 to the present.

Effective Date	Police	PW	Non union
May 2006	3.95%	3.5%	3.5%
May2007	4.05%	3.5%	3.5%
May 2008	4%	3.5%	3.5%
May 2009	4%	0%	0%
Nov 2009	0%	2%	2%
May 2010	4%	0%	0%
May 2011	4%	½%	2%
May 2012	2%	¾%	1%
May 2013	2.5%	2%	2%
May 2014	2.5%	2.5%	2%
May 2015	2.5%	2.5%	2.5%
May 2016		2.5%	

Detail of annual market wage adjustment from comparable communities.

COMMUNITY	NON-UNION 2016-2017
Bourbonnais	2.5%
Downers Grove	2%
Flossmoor	2.5%
Frankfort	2%
Homewood	2%
Kankakee	2%
Lombard	2%
Minooka	3%
New Lenox	2.5%
Oak Forest	2.5%
Oak Lawn	2% - 2.5%
Oak Park	2.5%
Orland Park	2.25%
Palos Park	2.5%
Park Forest	2.5%
Plainfield	2.5%
Woodridge	2.25%

Recommendation: Consider approving an Ordinance adjusting pay grades by 2.5% for those employees covered by pay plan.

ORDINANCE NO. 2016-O-023

ORDINANCE ADOPTING THE PREVAILING WAGE RATES FOR LABORERS, WORKERS AND MECHANICS EMPLOYED BY THE VILLAGE OF TINLEY PARK

WHEREAS, the State of Illinois has enacted "An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, (820 ILCS 130/1 to 130/12); and

WHEREAS, the aforesaid Act requires that the Village of Tinley Park investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village employed in performing construction of public works for said Village.

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: To the extent and as required by "An ACT regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of this Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County and Will County areas as determined by the Department of Labor of the State of Illinois, as of May 1, 2015, a copy of that determination being attached hereto as **Exhibit "A"** and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

Section 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this Village to the extent required by the aforesaid Act.

Section 3: The Village Clerk shall publicly post or keep available for inspection by an interested party in the main office of this Village this determination of such prevailing rate of wages.

Section 4: The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their name and addresses, requesting copies of any determination stating the particular rates and the particular rates of workers whose wages will be affected by such rates.

Section 5: The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

Section 6: The Village Clerk shall cause a notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto as **Exhibit "B"** and incorporated herein by reference. Such publication shall constitute notice that this is the determination of the Village of Tinley Park and is effective.

Section 7: All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

Section 8: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law. The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

PASSED this ___ day of , 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of , 2016, by the President of the Village of Tinley Park.

David G. Seaman
Village President

ATTEST:

Patrick E. Rea
Village Clerk

EXHIBIT "B"

NOTICE OF DETERMINATION

NOTICE IS GIVEN by the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, that by Ordinance adopted the ____ day of , 2016, the Village of Tinley Park has made a determination of the Prevailing Rate of Wages as required by Illinois Compiled Statutes, Act 130, Sections 1-12. A copy of such Ordinance is available for public inspection at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois 60477.

_____
Patrick E. Rea, Village Clerk

Cook County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
~~SURVEY WORKER~~		->NOT IN EFFECT			ALL		37.000	37.750	1.5	1.5	2.0	12.97 9.930 0.000 0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON		BLD		43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR		HWY		32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	E	ALL	1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150

TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service

of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting,

and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of

like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task,

the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Will County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000	0.630
CEMENT MASON		ALL		41.000	43.000	2.0	1.5	2.0	10.00	20.39	0.000	0.500
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH		BLD		33.000	34.500	1.5	1.5	2.0	13.92	11.69	1.410	0.720
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	10.76	14.87	0.000	0.460
ELECTRICIAN		BLD		40.000	43.600	1.5	1.5	2.0	14.77	16.39	0.000	1.200
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		41.000	42.000	2.0	2.0	2.0	10.04	21.41	0.000	0.780
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		43.350	47.690	2.0	2.0	2.0	11.85	17.47	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		44.350	48.790	2.0	2.0	2.0	11.99	18.47	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
~~SURVEY WORKER~~	->NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON		BLD		41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON		BLD		43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR		HWY		32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER		ALL	1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER		ALL	2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER		ALL	3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER		ALL	4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TUCKPOINTER		BLD		43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all

rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix

Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job

duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

MEMORANDUM

To: **Brian Maher, Budget & Administration Committee Member**

From: **Steve Tilton, Assistant Village Manager**

Date: **June 2, 2016**

Re: **GIS Contracts – Aerial Data**

Background

In December, 2011, the Village of Tinley Park entered into an agreement to join a Geographic Information System (GIS) consortium with seventeen other communities (since expanded to 32 communities). As part of the consortium, on an annual basis, various service provider and/or data sharing agreements (Cook and Will County) need to be approved by the Village. One (1) of these types of agreements is as follows:

1) **Ayres & Associates (Planimetric Data and Digital Orthoimagery)** – The proposed agreement with Ayres & Associates is for the continued development of the GIS "layers'. In the past, as part of the consortium, detailed aerial photography was taken of the Village by Ayres and Associates. This fiscal year's proposal allows for updating the Village's planimetric map features and preparation of digital orthoimagery. This type of detailed analysis/"layer" will allow the Village increased capabilities in the areas of:

    a. New Construction and Capital Improvements;
    b. Increased accuracy of digital imagery;
    c. Increased ability to plan for and/or respond to emergency situations; and
    d. Ability to assist residents with questions regarding homes located within the flood plain.

GIS Budget

Funding for the contract ($55,081.00) is included in the FY 16-17 budget.

Committee Discussion

1) Discuss proposed Ayres & Associates Contract; and
2) Direct staff as necessary.

AGREEMENT FOR PROFESSIONAL SERVICES

FOR

GEOSPATIAL SERVICES

THIS IS AN AGREEMENT made between the Village of Tinley Park, Illinois (OWNER) and Ayres Associates Inc., 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (CONSULTANT).

OWNER intends to retain the CONSULTANT to perform updates to existing planimetric map features and prepare digital orthoimagery.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

ARTICLE 1 – SCOPE OF SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER as hereinafter provided.

1.2 Photogrammetric Services

After written authorization to proceed, CONSULTANT shall:

1.2.1 Produce digital orthophotography for the Village of Tinley Park, Illinois for the project area shown on Exhibit A, from aerial imagery acquired by the CONSULTANT using a photogrammetric digital camera in the spring of 2016.

1.2.1.1 Aerial imagery will be georeferenced using an existing digital elevation model.

1.2.2.2 Orthoimagery will be prepared at 3-inch resolution and tiled according to PLSS quarter sections. Orthoimagery tiles will be delivered as GeoTIFF and MrSID format (with world files). Orthoimagery tiles will be prepared in a fashion which minimizes "white space" or "void areas" around the exterior of the municipality.

1.2.2.3 A digital orthoimagery mosaic will be prepared for the entire project area and delivered as MrSID compressed format.

1.2.2.4 Digital orthoimagery will conform to horizontal accuracy consistent with National Map Accuracy Standards for 1" = 50' map scale.

1.2.1 Prepare update planimetric mapping for a portion of the Village using digital aerial imagery acquired by CONSULTANT in the spring of 2016 using a calibrated photogrammetric camera.

1.2.2.1 The project area for update mapping will consist of a total of **13.5** PLSS quarter section equivalents (2,160 acres). The specific area to be mapped will be defined by OWNER prior to commencement of services (paragraph 3.12).

1.2.2.2 Planimetric mapping will be performed to GIS Consortium specifications for 1" = 50' scale mapping, which includes the planimetric features shown on Exhibit B.

1.2.2.3 Horizontal accuracy of planimetric mapping will be consistent with National Map Accuracy Standards for 1" = 50' scale maps.

1.2.2.4 Topologically structure the planimetric data and deliver as GIS Consortium standard ESRI geodatabase.

1.2.2 Deliver the following products:

- Digital planimetric mapping in ESRI geodatabase format
- Digital orthoimagery tiles in uncompressed TIFF format (with world files)
- Digital orthoimagery tiles in compressed MrSID format (with world files)
- Project-wide orthoimagery mosaic in MrSID format
- FGDC compliant metadata

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as hereinafter provided. These services are not included as part of Photogrammetric Services and will be paid for by OWNER as indicated in Article 5.

2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.

2.1.2 Services resulting from significant changes in the general scope, extent or character of the Project.

2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.

2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.5 Additional services in connection with the Project, including services which are to be furnished by OWNER, and services not otherwise provided for in this Agreement.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative.

3.2 Provide all criteria and full information as to OWNER's requirements.

3.3 Place at CONSULTANT's disposal all available pertinent information.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement.

3.5 Other special data or consultations not covered under BASIC SERVICES and ADDITIONAL SERVICES.

3.6 To the extent allowed by law, arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

3.9 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.10 Bear all costs incident to compliance with the requirements of Article 3.

3.11 OWNER has designated the following representative to serve as the Quality Assurance/Quality Control for the project: Thomas Thomey; MGP, Inc.; 701 Lee Street; Suite 1020; Des Plaines, IL 60016; Phone: (847) 656-5698. CONSULTANT will deliver Preliminary Product to the above designee.

3.12 OWNER will provide CONSULTANT with accurate boundaries for the mapping to be performed under Article 1 by May 1, 2016. The boundary will be provided to CONSULTANT in ESRI shapefile or geodatabase format.

3.13 Prior to commencement of mapping, OWNER will provide CONSULTANT with the GIS Consortium's most current ESRI Geodatabase which includes the existing Planimetric

and Digital Terrain Model (DTM). The Geodatabase shall reflect the most current feature geometry and attribution.

ARTICLE 4 - PERIODS OF SERVICE

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project.

4.1 The services called for in Article 1 - Scope of Services will be completed and submitted as follows:

4.1.1 Preliminary Product. CONSULTANT will deliver the preliminary products to OWNER by October 15, 2016, provided that the CONSULTANT receives the executed contract from OWNER by May 15, 2016. Delay in contract execution beyond this date will result in equivalent delay for delivery of mapping to OWNER.

4.1.2 QA/QC Review. OWNER, or the designee as stated in paragraph 3.11 will review the Preliminary Mapping Product and compile suggestions for modification and adjustment and submit review to CONSULTANT within 15 calendar days of receipt of Preliminary Mapping Product.

4.1.3 Final Deliverable. CONSULTANT will make final delivery of the Mapping Products (all deliverables) within 15 calendar days of receipt of the QA/QC Review from OWNER, or the designee as stated in paragraph 3.11.

4.2 CONSULTANT's services under this Agreement shall be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER.

4.3 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.4 If CONSULTANT's services for the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2.

ARTICLE 5 – COMPENSATION AND PAYMENTS

5.1 Compensation for Services

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services rendered as follows:

5.1.1.1 For services outlined above, OWNER shall pay CONSULTANT a lump sum fee of $55,081.00.

5.2 Times of Payments

5.2.1 CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered. OWNER shall make payments in accordance with the State of Illinois Prompt Payment Act in response to CONSULTANT's invoices.

5.3 Other Provisions Concerning Payments

5.3.1 The OWNER shall make payments in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1). Under the Prompt Payment Act, the Village has 30 days for approval of bills, and then 30 days for payment of approved bills.

5.3.2 In the event of termination by OWNER, CONSULTANT will be reimbursed for all charges and services rendered as authorized by the OWNER for services rendered up to the time of cancellation.

5.3.3 Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the owners sole risk.

6.2 Controlling Law

This Agreement shall be governed under the laws of the State of Illinois.

6.3 Indemnification

The CONSULTANT hereby indemnifies and holds the OWNER harmless for any and all costs, expenses, claims, lawsuits or liabilities incurred by OWNER that arise out of, or in connection with, the Contractor's negligent acts, errors or omissions that causes harm or damage to any person or property as a result of the professional geospatial services required to complete this project.

6.4 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party.

6.5 Copyright Assignment

The CONSULTANT assigns copyright to the OWNER for all deliverable products produced under this contract. All deliverable products prepared by the CONSULTANT under this contract are the property of the OWNER. The CONSULTANT agrees that the products shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

6.6 Force Majeure

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Exhibit A – Project Area Map.

7.1.2 Exhibit B – Planimetric Map Features.

7.2 This Agreement (consisting of pages 1 to 8, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Village of Tinley Park, Illinois		Ayres Associates Inc
OWNER		CONSULTANT
	(Signature)	
	(Printed Name)	Jason Krueger
	(Title)	Manager
	(Date)	

Exhibit A — Project Area Map
(Orthoimagery boundary shown in RED)

Exhibit B — Planimetric Map Features

FeatureClass	Sub-Type	FeatureClass	Sub-Type
Bridge_POLY		Path_POLY	Unknown
Bridge_AverageElevation_POINT			Paved
Building_PeakElevation_POINT			Unpaved
Building_POLY		Paved_Area_POLY	Unknown
Curb_LINE	Unknown		Runway
	Road Back		Pier Dock
	Parking Back	Railroad_LINE	Unknown
	Road Front		Abandoned
	Parking Front		Operating
DataQuality_POLY		Recreational_Area_POLY	Unknown
	Unknown		Public Park
	Partial Obstruction		Private Park
	Full Obstruction		Golf Course
	Under Construction	(Will become Natural_Areas_POLY)	Forest Preserve
Driveway_POLY	Unknown	Recreation_SubArea_POLY	Unknown
	Paved		Golf Green
	Unpaved		Golf Tee
GISC_Contour_1ft_LINE	Uknown		Baseball Field
	Index Depression		Tennis Court
	Intermediate Depression		Football Field
	Index		Soccer Field
	Intermediate		Basketball Court
GISC_Contour_1ft_SpotElevation_POINT			Playground
GISC_DTM_HardBreakLine_LINE			Skate Park
GISC_DTM_SoftBreakLine_LINE		Road_Centerline_LINE	Unknown
GISC_DTM_MassPoint_POINT			Paved
Hydrology_LINE	Unknown		Unpaved
	Pond		Bridge
	River	Road_POLY	Unknown
	Stream		Paved
	Reservoir		Unpaved
	Lake		Bridge
	Wetland		Shoulder
Hydrology_POLY	Unknown		Railroad Crossing
	Pond	Sidewalk_POLY	Unknown
	River		Paved
	Stream		Unpaved
	Reservoir		Bridge
	Lake	Tunnel_POLY	
	Wetland	UnpavedArea_POLY	Unknown
Median_POLY	Unknown		Landfill
	Road Paved		Quary
	Road Unpaved	Wall_LINE	Unknown
Miscellaneous_LINE			Bridge
Miscellaneous_POINT			Retaining
Miscellaneous_POLY			Dividing
Parking_POLY	Unknown		Freestanding
	Paved		Sea Wall

MEMORANDUM

To: **Village Board**

From: **David Niemeyer, Village Manager**

cc: **Patrick Connelly, Village Attorney**

Date: **June 15, 2016**

Re: **Public Comment Policy**

As you know, the Illinois Attorney General has told us through various opinions that we need to have a public comment policy for residents at open meetings. Attached is the ordinance that was prepared by Peterson, Johnson and Murray and discussed at meetings of the Budget, Audit and Administration Committee. This Ordinance will be up for first reading at the June 21, 2016 Village Board meeting. The Village Board also expressed the desire to see these rules apply to all committees. Highlights are as follows:

- Comments are limited to 4 minutes, and each person shall be allowed to speak only once. The Chairperson, at his/her discretion can allow the following:
    - extend the time period
    - allow the person to speak more than once
    - request that they submit in writing to a village official.
- The total time for public comments will generally be 45 minutes.
- Each board and committee agenda will have a designated public comments section provided. This is the only time comments are allowed unless called upon by the Chairperson or during a public hearing

ORDINANCE NO. 2016-O-046

AN ORDINANCE AMENDING TITLE III "ADMINISTRATION" OF THE TINLEY PARK VILLAGE CODE BY ADDING A NEW CHAPTER 43 ENTITLED "PUBLIC COMMENT POLICY"

WHEREAS, the Village of Tinley Park is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, the President and Board of Trustees recognize the right of the residents of the Village to address any Board, Committee, or Commission at each meeting subject to the Illinois Open Meetings Act ("the Act"); and

WHEREAS, the Act requires the Village to establish and record reasonable rules pertaining to public comment; and

WHEREAS, the President and Board of Trustees believe that it is in the best interests of the Village and its residents to formally adopt a public comment policy for all Board, Committee, and Commission meetings subject to the Act; and

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

Section 2: That Title III "Administration" of the Tinley Park Village Code is hereby amended by adding the following Chapter 43 entitled "Public Comment Policy" to be read in its entirety as follows:

CHAPTER 43: PUBLIC COMMENT POLICY

43.01 Policy

It shall be the policy of the Village of Tinley Park that any person shall be allowed to address public officials at any Board, Committee, or Commission meeting subject to the Illinois Open Meetings Act during a designated public comment period, and the following rules shall apply to all such public comment periods:

A. A person shall be permitted to speak upon being recognized by the Chairperson. All comments shall be received from the podium, if possible

B. All public comments are limited to four (4) minutes, and each person shall only be permitted to speak once. At the discretion of the Chairperson, the person providing public comment may be allowed to comment further than four (4) minutes or speak more than once. The Chairperson may direct the person to submit further comments to the Chairperson in writing for the distribution to Village Officials at a later date.

C. The total time allotted for public comment shall generally be forty-five (45) minutes, unless a majority of the Board agrees to extend the time allotted for that specific meeting.

D. The Board will not necessarily respond to public comments provided at the same time comment is given. Consideration will be given to the public comment and further research and referral to Village Staff may be required before the Board takes any action or responds to the public comment.

E. The Chairperson shall preserve order and decorum. The Chairperson shall decide all questions of order.

F. Any member of the public may address the Board in public comments and public hearings regardless of residency.

G. Each meeting agenda will have a designated public comments section provided. This is the only time comments from the public are allowed unless called upon by the Chairperson or during a public hearing.

Section 3: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

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

Section 5: That this Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form.

PASSED this day of , 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this day of , 2016, by the President of the Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

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 Ordinance now on file in my office, entitled:

ORDINANCE NO. 2016-O-046

AN ORDINANCE AMENDING TITLE III "ADMINISTRATION" OF THE TINLEY PARK VILLAGE CODE BY ADDING A NEW CHAPTER 43 ENTITLED "PUBLIC COMMENT POLICY"

Which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the day of , 2016, at which meeting a quorum was present, and approved by the President of Tinley Park on the day of , 2016.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park, and that the result of the vote was as follows, to wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Ordinance, 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 , 2016.

By: _____
Village Clerk

PAMPHLET

FRONT OF PAMPHLET

ORDINANCE NO. 2016-O-046

AN ORDINANCE AMENDING TITLE III "ADMINISTRATION" OF THE TINLEY PARK VILLAGE CODE BY ADDING A NEW CHAPTER 43 ENTITLED "PUBLIC COMMENT POLICY"

Published in pamphlet form this day of , 2016, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: _____

PATRICK E. REA
Village Clerk

PAMPHLET

BACK OF PAMPHLET

ORDINANCE NO. 2016-O-046

AN ORDINANCE AMENDING TITLE III "ADMINISTRATION" OF THE TINLEY PARK VILLAGE CODE BY ADDING A NEW CHAPTER 43 ENTITLED "PUBLIC COMMENT POLICY"

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

ORDINANCE NO. 2016-O-045

AN ORDINANCE AMENDING TITLE XI CHAPTER 112 SECTION 20 OF THE TINLEY PARK VILLAGE CODE ENTITLED "LICENSE CLASSIFICATION; FEE SCHEDULE" PERTAINING TO VIDEO GAMING REGULATIONS

WHEREAS, the Village of Tinley Park is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, the President and Board of Trustees believe that it is in the best interests of the Village and its residents to amend Title XI, Chapter 112, Section 20 of the Tinley Park Village Code entitled "License Classification; Fee Schedule" to more clearly define Video Gaming usage in conjunction with liquor establishments in the Village; and

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

Section 2: That Title XI, Chapter 112, Section 20 of the Tinley Park Village Code "License Classification; Fee Schedule" of the Tinley Park Village Code is hereby amended by adding the following underlined language:

112.20 LICENSE CLASSIFICATION; FEE SCHEDULE.

Liquor licenses issued pursuant to the provisions of this chapter are hereby divided into ~~21~~ 29 classes, as follows (for each class of license the terms "retail sale," "selling," "sale," "sell," and/or "offer to sell" shall include dispensing, pouring, mixing, giving away or otherwise serving any alcoholic liquor):

(A) Class A License. Shall authorize the retail sale of alcoholic liquor by the drink only on the premises designated therein for consumption on such premises or the retail sale of alcoholic liquor to be consumed off the premises, provided that such alcoholic liquor shall at the time it leaves the premises be sealed in its original container. Drive-in or drive-up sales are prohibited. The annual fee for this license shall be $1,500. Holders of a Class A license may be allowed to have extended hours pursuant to § 112.21 hereof, if approved by the Local Liquor Control Commissioner. The annual fee for the extended hours shall be $1,000. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class A licensed premises.

Class AV License. Shall authorize the retail sale of alcoholic liquor by the drink only on the premises designated therein for consumption on such premises or the retail sale of alcoholic liquor to be consumed off the premises, provided that such alcoholic liquor shall at the time it leaves the premises be sealed in its original container. Drive-in or drive-up sales are prohibited. The annual fee for this license shall be $1,500. Holders of a Class AV license may be allowed to have extended hours pursuant to § 112.21 hereof, if approved by the Local Liquor Control Commissioner. The annual fee for the extended hours shall be $1,000. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

(B) Class B License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein, but not for consumption on the premises where sold, provided that such alcoholic liquor shall at the time it leaves the premises be sealed in its original container. Drive- in or drive-up sales are prohibited. The annual fee for this license shall be $1,200. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class B licensed premises.

(C) Class C License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein solely for the consumption on the premises by a club as defined in this chapter. Drive-in or drive-up sales are prohibited. The annual fee for this license shall be $75. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class A licensed premises.

Class CV License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein solely for the consumption on the premises by a club as defined in this chapter. Drive-in or drive-up sales are prohibited. The annual fee for this license shall be $75.
Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

~~(D)~~ Class CC License. The holder of a Class C or CV license may, in addition, obtain a Class CC license. A holder of a Class CC license shall be subject to all regulations relative to holders of Class C and CV licenses, provided that holders of Class CC licenses may on one day of each week engage in the retail sale of alcoholic liquor to the

general public for consumption on the premises designated. Drive-in or drive-up sales are prohibited. The annual fee for this license shall be $75, in addition to the annual fee paid for a Class C License.

~~(E)~~ (D) Class D License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption by the drink on such premises only. Further, the sale of alcoholic liquor shall be restricted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of alcoholic liquor on the premises is restricted to service of alcoholic liquor at tables or booths only. Drive-in or drive-up sales are prohibited. A current menu must be attached to the licensee's liquor license application; any substantial deviation from this menu must be reviewed and approved by the Liquor Commissioner to ensure that the primary purpose of the business remains the service of food. No bar stools or bar shall be allowed other than a service bar for the wait staff. No music of any type - live or jukebox - is permitted. Appropriate background music for dining is permitted. No dancing of any type shall be allowed. Servers of alcohol must meet Illinois age requirements. Package (take out) sale of any alcoholic beverages is prohibited; provided, however, notwithstanding any other provision of this chapter, a restaurant may permit a patron to remove one unsealed and partially consumed bottle of wine for off-premise consumption provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises pursuant to this section shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent one-time use tamper-proof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is resealed in accordance with the provisions of this section and not tampered with shall not be deemed an unsealed container. Appropriate village departments must approve any outdoor dining together with the approval of the Liquor Commissioner before making final determination. Violation of any of the above will constitute grounds for termination of the liquor license. The annual fee for this license shall be $1,000. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class D licensed premises.

Class DV License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption by the drink on such premises only. Further, the sale of alcoholic liquor shall be restricted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of alcoholic liquor on the premises is restricted to service of alcoholic liquor at tables or booths only. Drive-in or drive-up sales are prohibited. A current menu must be attached to the licensee's liquor license application; any substantial deviation from this menu must be reviewed and approved by the Liquor Commissioner to ensure that the primary purpose of the business remains the service of food. No bar stools or bar shall be allowed other than a service bar for the wait staff. No music of any type - live or jukebox - is permitted.

Appropriate background music for dining is permitted. No dancing of any type shall be allowed. Servers of alcohol must meet Illinois age requirements. Package (take out) sale of any alcoholic beverages is prohibited; provided, however, notwithstanding any other provision of this chapter, a restaurant may permit a patron to remove one unsealed and partially consumed bottle of wine for off-premise consumption provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises pursuant to this section shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent one-time use tamper-proof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is resealed in accordance with the provisions of this section and not tampered with shall not be deemed an unsealed container. Appropriate village departments must approve any outdoor dining together with the approval of the Liquor Commissioner before making final determination. Violation of any of the above will constitute grounds for termination of the liquor license. The annual fee for this license shall be $1,000. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

~~(F)~~ (E) Class E License. Shall authorize the retail sale of wine and beer only on the premises designated therein for consumption by the drink on such premises only. Further, the sale of wine and beer shall be restricted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of wine and beer on the premises shall be further restricted to service of such wine and beer at tables or booths only. Drive-in or drive- up sales are prohibited. A current menu must be attached to the licensee's liquor license application; any substantial deviation from this menu must be reviewed by the Liquor Commissioner to ensure that the primary purpose of the business remains the service of food. No bar stools or bar shall be allowed other than a service bar for the wait staff. No music of any type - live or jukebox - is permitted. Appropriate background music for dining is permitted. No dancing of any type shall be allowed. Servers of alcohol must meet Illinois age requirements. Package (take out) sale of any alcoholic beverages is prohibited; provided, however, notwithstanding any other provision of this chapter, a restaurant may permit a patron to remove one unsealed and partially consumed bottle of wine for off- premise consumption provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises pursuant to this section shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent one-time use tamper- proof bag.

The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is resealed in accordance with the provisions of this section and not tampered with shall not be deemed an unsealed container. Appropriate village departments must approve any outdoor dining together with the approval of the Liquor Commissioner before making final determination. Violation of any of the above will constitute grounds for termination of the liquor license. The annual fee for this license shall be $1,000. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class E licensed premises.

Class EV License. Shall authorize the retail sale of wine and beer only on the premises designated therein for consumption by the drink on such premises only. Further, the sale of wine and beer shall be restricted to sales made in conjunction with the licensee's operation of a restaurant on the premises. The sale of wine and beer on the premises shall be further restricted to service of such wine and beer at tables or booths only. Drive-in or drive- up sales are prohibited. A current menu must be attached to the licensee's liquor license application; any substantial deviation from this menu must be reviewed by the Liquor Commissioner to ensure that the primary purpose of the business remains the service of food. No bar stools or bar shall be allowed other than a service bar for the wait staff. No music of any type - live or jukebox - is permitted. Appropriate background music for dining is permitted. No dancing of any type shall be allowed. Servers of alcohol must meet Illinois age requirements. Package (take out) sale of any alcoholic beverages is prohibited; provided, however, notwithstanding any other provision of this chapter, a restaurant may permit a patron to remove one unsealed and partially consumed bottle of wine for off- premise consumption provided that the patron has purchased a meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. A partially consumed bottle of wine that is to be removed from the premises pursuant to this section shall be securely sealed by the licensee or an agent of the licensee prior to removal from the premises and placed in a transparent one-time use tamper- proof bag. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine that is resealed in accordance with the provisions of this section and not tampered with shall not be deemed an unsealed container. Appropriate village departments must approve any outdoor dining together with the approval of the Liquor Commissioner before making final determination. Violation of any of the above will constitute grounds for termination of the liquor license. The annual fee for this license shall be $1,000. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

~~(G)~~ (F) Class F License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption by the drink on such premises only, when premises are owned by any park district organized under "The State Park District Code," provided the park district provides or causes to be provided dram shop liability insurance in maximum insurance coverage limits as provided by state law so as to save harmless the village and park district from all financial loss, damage, or harm. The park district shall fully comply with all provisions of the "State Park District Code" and "An Act in Relation to Alcoholic Liquors" of the state. If an event is being conducted on park property by a legal entity other than the park district, the entity conducting the event shall first receive approval from the park district to conduct the event and sell alcoholic liquor, and shall then apply for a license hereunder. Any such entity shall be required to provide the necessary insurance coverage or shall be, by agreement with the park district, covered by the park district's policies of insurance. The annual fee for this license shall be $15. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class F licensed premises.

~~(H)~~ (G) Class G License. Shall authorize the retail sale of beer and wine only on the premises designated therein, provided the beer and wine are sold only in their original package and not for consumption on the premises where sold. The annual fee for this license shall be $1,200. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class G licensed premises.

~~(I)~~ Class G-1 License. Shall authorize the licensee to sell at retail wine by the glass at wine tasting events on the licensed premises for consumption on the licensed premises. The license fee for a G-1 license shall be $200. Nothing in the issuance of a Class G-1 license pursuant to this division (I) shall be considered to relieve the licensee of any responsibility for complying with all applicable state and federal regulations relating to the sale of alcoholic beverages, and all applicable business and other regulations of the village. No licensee shall be allowed to have more than four events per year. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class G-1 licensed premises.

~~(J)~~ (H) Class H License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein, but not for consumption on the premises where sold, provided that such alcoholic liquor shall at the time it leaves the premises be sealed in its original container as part of a gift or fruit basket, and further provided that such alcoholic liquor be incidental to said gift or fruit basket. The value of the alcoholic liquor shall not exceed 75% of the total value of the fruit or gift basket. Drive-in or drive-up sales are prohibited. The annual fee for such license shall be $300. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class H licensed premises.

~~(K)~~ (I) Class I license. Shall authorize the retail sale of alcoholic liquor on the premises designated therein at concession stands. This license shall be available only to concessionaires at outdoor music theaters and similar facilities. Notwithstanding the provisions of § 112.18 , the applicant for (and holder of) a Class I liquor license need not own or be the beneficial owner of the subject premises, nor need it be a lessee of the subject premises. Nevertheless, such holder shall hold a Class I liquor license as an agent for the owners of the subject premises. Further, the sale of such alcoholic liquor shall be also restricted as follows:

(1) No one under the age of 21 shall be allowed to serve, mix, or sell or give away any alcoholic liquor under a Class I liquor license.

(2) All concession stands shall be located in the concourse area only, including portable concession stands. No concession stands will be allowed in the grassy hill area of an outdoor music theatre, nor shall they be allowed in the parking lot areas at an outdoor music theatre.

(3) There shall be no tailgating or possession of any king of alcoholic liquor in the parking lots or any other location other than as expressly approved herein. "TAILGATING" shall mean persons driving to the facility and commencing to consume food and/or beverages brought with them.

(4) There shall be no dispensing of alcoholic liquor in their original containers, nor in bottles or cans of any kind whatsoever, except that beer may be served in aluminum cans. All drink containers must be either plastic or paper, and must be made of either recyclable and/or biodegradable products, or aluminum cans.

(5) The maximum size drink to be dispensed for beer shall be 25 ounces, for wine shall be 8 ounces, and for wine coolers shall be 12 ounces, and for alcoholic liquor shall be 2 ounces. Full bottles of wine, up to but not exceeding 750 milliliters, may be served but only in plastic decanters. When a full bottle of wine is served no other alcoholic liquor may be served during that transaction.

(6) The Village Police Department as agents for and/or the Local Liquor Commissioner reserve the right to prohibit the sale of or to stop all sales of alcoholic liquor or to restrict the number of drinks sold to any one individual, if and when the public health, welfare and safety so requires.

(7) Any holder of a Class I liquor license shall submit its training program for its employees regarding dispensing of alcoholic liquor to review and approval by the Police Department of the village, and the Police Department of the village shall take an active part in such training program.

(8) The sale, dispensing or giving away of alcoholic liquor at the concession stands shall be allowed to begin at the time the parking lot gates are open for the specific concert or event; provided, however, if the gates are open more than two hours prior to

the scheduled start of the concert or event, no sale, dispensing or giving away of beer and wine can be made more than two hours before the scheduled start unless otherwise approved by the Local Liquor Commissioner.

(9) All selling, giving away or dispensing of alcoholic liquor shall cease promptly at 10:30 p.m.; provided, however, if the scheduled start of the concert or event is prior to 8:00 p.m., then all selling, giving away or dispensing of beer and wine shall cease one-half hour before the scheduled end of the concert or event (for purposes of this provision, the end of the concert or event shall be when the performers quit performing on stage). Anyone standing in line at 10:30 p.m. (or earlier cut-off time as above indicted) shall not be allowed to obtain any alcoholic liquor, and the holder of the liquor license shall be required to make certain that the line for alcoholic liquor is cut off at a sufficient time to ensure that all sales will cease at 10:30 p.m. (or earlier cut-off time as above indicated).

(10) All of the concession stands, including portable stands, shall be subject to review and approval by the Building, Fire, Health and Police Departments of the village, and no liquor license shall be issued without such approval. Also, such concession stands shall be subject to continuing inspection by the said Building, Fire, Health and Police Departments, and if such structures are not in compliance with all village codes, the liquor license shall be suspended by appropriate proceedings until such time as such structures are brought into conformance.

(11) Easily readable signs shall be posted in conspicuous and prominent areas within all concession stands indicating that anyone under the age of 30 years will be subject to an identification check, and the holder of the liquor license will insist upon at least one picture identification to prove the person's age. A student identification card shall not be accepted by the holder to prove the person's age.

(12) The holder of the liquor license shall provide employees, other than employees working in the concession stands, around the concession stand area to be on the lookout for underage drinking, and also will have such persons scattered throughout the entire facility to prevent underage drinking and any other problems such as fights and the like.

(13) The holder of the Class I liquor license shall also be governed by and comply with the "Policies Governing Responsible Alcohol Service" as published by the First Midwest Bank Amphitheater of this village, which is on file and available for public inspection at the Village Hall during regular village business hours. A copy of such "Policies" will be provided to the holder of the Class I license, and regardless of whether it is provided by the village, the holder of such license shall be required to comply with all of the provisions thereof and shall be deemed to have knowledge of all such provisions.

(14) There shall be no roaming vendors or hawkers selling alcoholic liquor in the lawn area.

(15) The annual fee for this license shall be $10,000.

Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq.,shall not be allowed in a class I licensed premises.

~~(L)~~ (I) Class J License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for outdoor music theatres and similar facilities. Notwithstanding the provisions of § 112.18, the applicant for (and holder of) a Class J liquor license need not own or be the beneficial owner of the subject premises, nor need it be a lessee of the subject premises. Nevertheless, such holder shall hold a Class J liquor license as an agent for the owners of the subject premises. In addition, the sale of alcoholic liquor shall be further restricted as follows:

(1) No one under the age of 21 shall be allowed to serve, mix, or sell or give away any alcoholic liquor under a Class J liquor license.

(2) There shall be no tailgating or possession of any kind of alcoholic liquor in the parking lots or any other location other than as expressly approved herein. "TAILGATING" shall mean persons driving to the facility and commencing to consume food and/or beverages brought with them.

(3) The Village Police Department as agents for and/or the Local Liquor Commissioner reserve the right to prohibit the sale of or to stop all sales of alcoholic liquor or to restrict the number of drinks sold to any one individual, if and when the public health, welfare and safety so requires.

(4) Except as indicated below, there shall be no dispensing of alcoholic liquor in original containers, nor in bottles or cans of any kind whatsoever, except that beer may be served in aluminum cans. All containers must be either plastic or paper, and must be made of either recyclable and/or biodegradable products, or aluminum cans.

(5) The maximum size drink to be dispensed for beer shall be 25 ounces, for wine shall be 8 ounces, and for wine coolers shall be 12 ounces, and for alcoholic liquor shall be 2 ounces. Full bottles of wine, up to but not exceeding 750 milliliters, may be served but only in plastic decanters. When a full bottle of wine is served no other alcoholic liquor may be served during that transaction.

(6) Any holder of a Class J liquor license shall submit its training program for its employees regarding dispensing of alcoholic liquor to review and approval by the Police Department of the village, and the Police Department of the village shall take an active part in such training programs.

(7) All of the facilities shall be subject to review and approval by the Building, Fire, Health and Police Departments of the village, and no liquor license shall be issued

without such approval. Also, such facilities shall be subject to the continuing inspection by the said Building, Fire, Health and Police Departments, and if such structures are not in compliance with all village codes, the liquor license shall be suspended by appropriate proceedings until such time as such structures are brought into conformance.

(8) The sale, dispensing or giving away of alcoholic liquor under this license shall be allowed to begin at the time the parking lot gates are open for the specific concert or event; provided, however, if the gates are open more than two hours prior to the scheduled start of the concert or event, no sale, dispensing or giving away of alcoholic liquor can be made more than two hours before the scheduled start unless otherwise approved by the Local Liquor Commissioner.

(9) (a) The selling, dispensing or giving away of alcoholic liquor under this license shall be allowed in the following areas at a music theatre facility:

1. Tent areas;
2. Skybox areas;
3. Club rooms;
4. Golden boxes.

(b) The specific restrictions in connection with each of the aforesaid areas are as set forth below.

(10) In the tent areas, alcoholic liquor must be served by the drink only, and shall only be served in conjunction with the service of catered dinners. No alcoholic liquor can be taken out of the tent area, and it must be solely consumed therein. The tent areas shall be restricted to private parties only, and the holder of the liquor license must provide sufficient security to make certain that entrance to the tent areas is restricted to invitees only.

(11) In the skybox areas (skyboxes are private boxes located at the upper levels of the facilities with restricted access and are purchased on a yearly basis), the sale, dispensing of giving away of all alcoholic liquor must terminate at the end of the concert (when the performers cease performing on stage). Alcoholic liquor can be sold in original containers, provided that the maximum original container for beer must be 12 ounces, the maximum original container for wine must be 750 milliliters. The owner of the Class J liquor license shall provide adequate security personnel and concierges to prevent underage drinking in the skyboxes and at the skybox levels, and such personnel shall be present at all times on the skybox levels to monitor drinking at the skybox levels. There has to be at least one adult above the age of 25 years present in the skybox before access to alcoholic liquor shall be allowed. Identification will be checked by employees or agents of the license holder within the first 30 minutes of the concert to determine whether there are any underage persons in the skybox and adequate

provisions will be made to prevent underage drinking in the skyboxes. Only individuals with skybox tickets will be allowed in the skybox areas, and there must be sufficient security on hand to make certain that entrance is limited only to those with skybox tickets. Also, prominent signs will be posted in the skybox areas prohibiting any consumption of alcoholic liquor by anyone under the age of 21 years of age. Finally, the holder of such liquor license shall make certain that there are adequate personnel available to monitor drinking in the skyboxes throughout the concert.

(12) Consumption of alcoholic beverages in the club rooms (private rooms located on all levels) is limited to private parties only and sufficient security must be provided to restrict entrance to invitees only. Alcoholic liquor cannot be taken out of the club rooms except by waiters or waitresses. Consumption in the club room on the main floor area shall be restricted to holders of golden box seat tickets only, and sufficient security must be provided to restrict entrance to the main floor club room to such golden box ticket holders exclusively. The sale, dispensing or giving away of alcoholic liquor in the club rooms must cease at the end of the concert; further provided, however, drinks will not be allowed to be taken out of the club rooms by a waiter or a waitress or anyone else to the golden box seat holders or anyone else after 10:30 p.m. or after the time when the sale of beer and wine must cease at the concession stands, whichever is earlier.

(13) Consumption of alcoholic liquor in the golden boxes shall be by the drink only. There shall only be waiter or waitress service to the golden boxes. Service to the golden box area shall cease at 10:30 p.m. or at the time sales cease at the concession stands at the music theatre, whichever first occurs.

(14) Easily readable signs shall be posted in conspicuous and prominent areas within all club rooms indicating that anyone under the age of 30 years will be subject to an identification check, and the holder of the liquor license will insist upon at least one picture identification to prove the person's age. A student identification card shall not be accepted by the holder to prove the person's age.

(15) The holder of the Class J liquor license shall also be governed by and comply with the "Policies Governing Responsible Alcohol Service" as published by the First Midwest Bank Amphitheater of this village which is on file and available for public inspection at the Village Hall during regular village business hours. A copy of such "Policies" will be provided to the holder of the Class J license, and regardless of whether it is provided by the village, the holder of such license shall be required to comply with all of the provisions thereof and shall be deemed to have knowledge of all such provisions.

(16) Notwithstanding the foregoing time limits, the performers featured at the concert shall be allowed to have a party after the concert in any one of the club rooms, but consumption of alcoholic liquor at any such party shall cease no later than two hours after the end of the concert. The holder of the liquor license shall notify the Police Department when such an entertainer party is to occur.

(17) There shall be no roaming vendors or hawkers selling alcoholic liquor in the lawn area.

(18) The annual fee for this license shall be $10,000.

Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class J licensed premises.

~~(M)~~ (K) Class K License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for banquet hall facilities. Such facilities must be unconnected with any restaurant, theatre, or nightclub, or similar business, and shall occupy the entire building in which the facilities are located. The banquet hall facilities must have seating for at least 250 persons for full sit-down dinners, and sale of alcoholic liquor shall be limited to sales in conjunction with banquets only. The annual fee for this license shall be $600 if the facility has a maximum seating capacity of 275 or less, and $1,500 if the facility has a seating capacity in excess of 275. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class K licensed premises.

~~(N)~~ Class K-1 License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for use in conjunction with banquet functions. Such banquet facilities must be unconnected with any restaurant, theater or nightclub, or similar business, and may not have seating for more than 250 persons. Such facilities may be contained within a building occupying other facilities, specifically including Metra train station facilities. The holder of the license must cater all banquets and provide all facilities. The annual fee for this license shall be $200. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class K-1 licensed premises.

~~(O)~~ (L) Class L License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein, when premises are owned or operated by any religious not-for-profit organization, for consumption of the drink on such premises only. Further, the sale of alcoholic liquor shall be restricted to sales made in conjunction with a special event sponsored by such religious not-for-profit organization, but not to exceed six such special events per calendar year. The license shall authorize the sale of alcoholic liquor only between the hours of 11:00 a.m. and 12:00 midnight. Such sales shall take place only in enclosed structures (including tents), but consumption may take place in the open air on property owned or leased by the not-for- profit organization. Drive-in and drive-up sales are prohibited. The annual fee for such license shall be $50. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class Licensed premises.

~~(P)~~ (M) Class M License. Shall authorize the retail sale of alcoholic liquor on the premises designated therein for consumption of the drink on such premises only. This

license shall be available only for commercial facilities which run or lease their facilities on a limited basis for private business outings or picnics. The number of such outings or picnics shall not exceed 15 events per year, unless a greater number is authorized by the Village President. Such events must be contained in a designated portion of the facilities of the liquor licensee, which designated area must be approved in advance for each activity by the Chief of Police or his or her designee. Such events must be limited to invitees of the business only, and may not be open to the general public, or anyone unrelated to the business holding the event. The serving of liquor shall be done solely by professional bartenders, and neither the licensee nor the company holding the event can utilize their own employees as bartenders. No one under the age of 21 years shall be served, and a prominent sign must be posted in the designated area so indicating. The annual fee for this license shall be $1,500. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class M licensed premises.

~~(Q)~~ (N) Class N License. Shall authorize a hotel to serve complimentary beer and wine on the premises designated therein for consumption of the drink on such premises for two hours each day, seven days per week, and also to operate a pantry selling packaged beer and wine for the convenience of guests staying at the hotel. The hours and location in the hotel where the beer and wine will be served are subject to the approval of the Village President (the Local Liquor Commissioner). The holder of a Class N license may only provide complimentary beer and wine and sell packaged beer and wine to individuals age 21 and over and who are guests of the hotel. A "GUEST" is defined as an individual renting a room in the hotel at the time of service. A sign shall be posted in the area of the hotel where the beer and wine are served stating the age and guest requirement. Hotel guests, prior to service, must provide proof that they are at least 21 years of age and guests of the hotel. The annual fee for this license shall be $400. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class N licensed premises.

~~(R)~~ (O) Class O License: Micro Brewery. Shall authorize the licensee to manufacture beer products on the licensed premises and to make sales at retail of the manufactured beer products, for consumption on or off the licensed premises. Nothing in the issuance of a Class O license pursuant to this division (R) shall be considered to relieve the licensee of any responsibility for complying with all applicable state and federal regulations relating to the manufacture and/or sale of beer products, and all applicable business and other regulations of the village. The license fee for a Class O license shall be $500. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class O licensed premises.

Class OV License: Micro Brewery. Shall authorize the licensee to manufacture beer products on the licensed premises and to make sales at retail of the manufactured beer products, for consumption on or off the licensed premises. Nothing in the issuance of a Class OV license pursuant to this division (R) shall be considered to relieve the

licensee of any responsibility for complying with all applicable state and federal regulations relating to the manufacture and/or sale of beer products, and all applicable business and other regulations of the village. The license fee for a Class OV license shall be $500. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

~~(S)~~ (P) Class P License: Bring Your Own Beer or Wine. Shall authorize any restaurant to allow its customers to bring their own beer and/or wine to the restaurant premises for consumption on the premises only. Such consumption shall be solely in conjunction with the licensee's operation of the restaurant and is further restricted to consumption only at tables or booths at which meals are served. A current menu must be attached to the licensee's liquor license application and any substantial deviation from the menu must be reviewed and approved by the Local Liquor Control Commissioner to ensure that the primary purpose remains the service of food. The license fee for a Class P license shall be $250. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class P licensed premises.

~~(T)~~ (Q) Class Q License: Special Event License. Shall allow the licensee to sell and offer for sale, at retail, alcoholic liquor use or consumption, but not for resale in any form and only at the location and on the specific date(s) designated for the special event in the license. An applicant for a special event retailer license must submit with the application proof of a valid state special use permit license. An applicant for a special event retailer license must also submit with the application proof satisfactory to the Liquor Control Commissioner that the applicant will provide dram shop liability insurance in the maximum limits. A Class Q license may be issued to either a resident or non- resident and to either a profit or not-for-profit organization or groups. The Liquor Control Commissioner can impose conditions as he or she deems appropriate on any such license. A special use permit license may be granted for the following time periods: one day or less; two or more days to a maximum of 15 days per location in any 12-month period. An applicant for a special use permit license must also submit with the application proof satisfactory to the Local Liquor Control Commissioner that the applicant will provide dram shop liability insurance to the maximum limits. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class Q licensed premises.

~~(U)~~ (R) Class R License: Craft Beers. Shall authorize the licensee to sell craft beer, cider, beer and wine products on the licensed premises and to make sales at retail of craft beer products and cider products only for consumption on or off the licensed premises, provided that such beer and/or cider shall at the time it leaves the licensed

premises be sealed in its original container. In addition, the licensee shall be authorized to make sales at retail of other beer and wine products for consumption off the premises only. A craft beer means beer brewed by a craft brewer as that term is defined in the Illinois Liquor Control Act. Nothing in the issuance of a Class R license pursuant to this division (U) shall be considered to relieve the licensee of any responsibility for complying with all applicable state and federal regulations relating to the manufacture and/or sale of beer products, and all applicable business and other regulations of the village. The license fee for a Class R license shall be $500. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class R licensed premises.

Class RV License: Craft Beers. Shall authorize the licensee to sell craft beer, cider, beer and wine products on the licensed premises and to make sales at retail of craft beer products and cider products only for consumption on or off the licensed premises, provided that such beer and/or cider shall at the time it leaves the licensed premises be sealed in its original container. In addition, the licensee shall be authorized to make sales at retail of other beer and wine products for consumption off the premises only. A craft beer means beer brewed by a craft brewer as that term is defined in the Illinois Liquor Control Act. Nothing in the issuance of a Class RV license pursuant to this division (U) shall be considered to relieve the licensee of any responsibility for complying with all applicable state and federal regulations relating to the manufacture and/or sale of beer products, and all applicable business and other regulations of the village. The license fee for a Class RV license shall be $500. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

~~(V)~~ (S) Class S License: Brew Pubs. "Brew Pub" means a person who manufactures beer only at a designated premises to make sales to importing distributors, distributors, and to non-licensees for use and consumption only, who stores beer at the designated premises, and who is allowed to sell at retail from the licensed premises, provided that a brew pub licensee shall not sell for off-premises consumption more than 50,000 gallons per year. A brew pub license shall allow the licensee (i) to manufacture beer only on the premises specified in the license, (ii) to make sales of the beer manufactured on the premises or, with the approval of the State Liquor Commission, beer manufactured on another brew pub licensed premises that is substantially owned and operated by the same licensee to importing distributors, distributors, and to non-licensees for use and consumption, (iii) to store the beer upon the premises, and (iv) to sell and offer for sale at retail from the licensed premises, provided that a brew pub licensee shall not sell for off-premises consumption more than 50,000 gallons per year. The primary purpose of any holder of a brew pub license shall be the service of food. A

current menu must be attached to the licensee's liquor license application; any substantial deviation from this menu must be reviewed and approved by the Liquor Commissioner to ensure that the primary purpose of the business remains the service of food. Any sale of beer for off premises consumption shall be in a sealed container. The license fee for a Class S license shall be $500. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall not be allowed in a class R licensed premises.

Class SV License: Brew Pubs. "Brew Pub" means a person who manufactures beer only at a designated premises to make sales to importing distributors, distributors, and to non-licensees for use and consumption only, who stores beer at the designated premises, and who is allowed to sell at retail from the licensed premises, provided that a brew pub licensee shall not sell for off-premises consumption more than 50,000 gallons per year. A brew pub license shall allow the licensee (i) to manufacture beer only on the premises specified in the license, (ii) to make sales of the beer manufactured on the premises or, with the approval of the State Liquor Commission, beer manufactured on another brew pub licensed premises that is substantially owned and operated by the same licensee to importing distributors, distributors, and to non-licensees for use and consumption, (iii) to store the beer upon the premises, and (iv) to sell and offer for sale at retail from the licensed premises, provided that a brew pub licensee shall not sell for off-premises consumption more than 50,000 gallons per year. The primary purpose of any holder of a brew pub license shall be the service of food. A current menu must be attached to the licensee's liquor license application; any substantial deviation from this menu must be reviewed and approved by the Liquor Commissioner to ensure that the primary purpose of the business remains the service of food. Any sale of beer for off premises consumption shall be in a sealed container. The license fee for a Class SV license shall be $500. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited.

(T) Class TV Video Gaming Hall. "A Video Gaming Hall" means An establishment whose primary purpose is to operate video gaming terminals as defined under the Illinois Video Gaming Act (230 ILCS 40/5) and in which alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises which is subsidiary to the operation of the video gaming terminals. In determining whether an establishment's primary purpose is video gaming, the considerations include but are not limited to:

(1). a seating area for video gaming terminals being greater than the seating area for food and beverage service or merchandise sales;

(2). the absence of a full service kitchen;

(3) an estimated net revenue of at least 40% or more derived from video gaming terminals, and

(4) an overall size of 2000 square feet or less. Fraternal establishments and veteran establishments as defined by the Illinois Video Gaming Act (230 ILCS 40/5) are exempt from this definition

A class TV license shall authorize the retail sale of wine and beer only on the premises designated therein for consumption by the drink on such premises only. The annual fee for this license shall be $1,000. Video Gaming as defined under the Illinois Video Gaming Act, 230 Illinois Compiled Statutes 40/1 et seq., shall be authorized so long as the licensee also has a Video Gaming license issued by the Illinois gaming board in accordance with the provisions of the Illinois Video Gaming Act and all rules, regulations, and restrictions imposed by the Illinois gaming board; and the operation of Video Gaming terminals shall not be permitted during the hours alcoholic liquor sales are prohibited. The premises in which a Video Gaming Hall is located must be at least 2,000 square feet. A Video Gaming Hall shall not be located on any street in which is solely owned by the Village or within 500 feet of any church, school, day care center, or another Video Gaming Hall.

~~(W)~~ (U) Samples - Giving Away. Nothing in this section shall be construed to prohibit the holder of a Class B, Class G, Class G-1, Class Q or Class R from giving away free samples of alcoholic liquor under the following conditions:

(1) Not more than two samples of any type may be given away to any one individual;

(2) No sample may be less than one ounce nor more than two ounces;

(3) The licensee gives advance notice to the Local Liquor Control Commissioner detailing when such free sampling is to be provided and receives written approval by the Local Liquor Control Commissioner;

(4) Such free sampling shall not occur more than 12 days in any given calendar year.

Section 3: Any person or entity holding a valid Class A, C, D, E, F, O, R, or S license and a valid video gaming license issued by the State of Illinois and Village of Tinley Park as of the effective date of this Ordinance shall not be required to submit a new

application for a Class AV, CV, DV, EV, FV, OV, RV, SV license respectively. Rather, any person or entity holding a valid Class A, C, D, E, F, O, R, or S license and a valid video gaming license from the State of Illinois and Village of Tinley Park as of the effective date of this Ordinance shall be converted by the Village to the new classification and may apply for a renewal of the new classification prior to December 31st.

Section 4: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

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

Section 6: That this Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form.

PASSED this 21st day of June, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 21st day of June, 2016, by the President of the Village of Tinley Park.

By: _____
Village President

ATTEST:

By: _____
Village Clerk

ORDINANCE NUMBER 2016-O-027
AN ORDINANCE AMENDING TITLE 11, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS "E" LICENSE

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, pursuant to the Village's home rule powers as provided by Article VII, Section 6 of the 1970 Illinois Constitution, as follows:

SECTION ONE

That Subsection A of Section 112.22, of Chapter 112 of the Tinley Park Municipal Code be and is hereby amended by an addition of :

One (1) Class E Liquor License which are permitted Licenses being twelve (12)

Video Gaming for this established is prohibited.

SECTION TWO

The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

SECTION THREE

That 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 _____, 2016, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day _____, 2016, by the President of Village of Tinley Park.

_____
DAVID G. SEAMAN
MAYOR

ATTEST:_____
PATRICK E. REA
VILLAGE CLERK

ORDINANCE NUMBER 2016-O-038
AN ORDINANCE AMENDING TITLE 11, CHAPTER 112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - ADDITION OF ONE (1) CLASS "E" LICENSE

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, pursuant to the Village's home rule powers as provided by Article VII, Section 6 of the 1970 Illinois Constitution, as follows:

SECTION ONE

That Subsection A of Section 112.22, of Chapter 112 of the Tinley Park Municipal Code be and is hereby amended by an addition of :

One (1) Class E Liquor License which are permitted Licenses being thirteen (13)

Video Gaming for this established is prohibited.

SECTION TWO

The Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

SECTION THREE

That 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 _____, 2016, by the following roll call vote:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day _____, 2016, by the President of Village of Tinley Park.

_____
DAVID G. SEAMAN
MAYOR

ATTEST:_____
PATRICK E. REA
VILLAGE CLERK

ADJOURN TO EXECUTIVE SESSION TO DISCUSS

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

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

COMMENTS FROM BOARD & STAFF

COMMENTS FROM THE PUBLIC

ADJOURNMENT