

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Regular Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 21, 2025, beginning at 6:00 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

6:00 PM CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM #1

SUBJECT: CONSIDER APPROVAL OF AGENDA

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

COMMENTS: _____

ITEM #2

SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE PUBLIC HEARING
AND REGULAR VILLAGE BOARD MEETINGS HELD ON
JANUARY 7, 2025.

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

COMMENTS: _____

ITEM #3

SUBJECT: RECEIVE PRESENTATION OF THE TINLEY PARK BUSINESS
SPOTLIGHT – EVOLVE THERAPY & YOGA - **President Glotz & Clerk
O'Connor**

ACTION: Discussion: Evolve Therapy & Yoga, located at 7905 W. 159th Street in Suite
C, is dedicated to helping kids and adolescents unleash their capabilities. They
offer a range of health and wellness programs that support development,
emotional health, and a balanced lifestyle. The Village is pleased to welcome
Loi Logan, founder of Evolve Therapy & Yoga.

COMMENTS: _____

ITEM #4

SUBJECT: CONSIDER APPROVAL OF THE FOLLOWING CONSENT
AGENDA ITEMS:

- A. CONSIDER ADOPTING RESOLUTION 2025-R-004 APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 230, COOK COUNTY, ILLINOIS FOR LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT DIGITAL SECURITY CAMERAS AND BUILDINGS.
- B. CONSIDER ADOPTING RESOLUTION 2025-R-003 APPROVING THE PROPOSAL FROM THE RETAIL COACH TO PROVIDE RETAIL RECRUITMENT AND DEVELOPMENT STRATEGY SERVICES FOR THE 191ST ST AND HARLEM AVE CORRIDOR FOR THE AMOUNT OF \$40,000.
- C. CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC CHURCH MEN'S CLUB, 6707 175TH STREET, TO CONDUCT A RAFFLE THROUGH SUNDAY, FEBRUARY 20, 2025, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$1000. WINNERS WILL BE DRAWN AT ST. GEORGE CATHOLIC CHURCH, ON FEBRUARY 20, 2025.
- D. CONSIDER A REQUEST FROM ST. GEORGE CATHOLIC SCHOOL, 6700 176TH STREET, TO CONDUCT A RAFFLE THROUGH SATURDAY, MARCH 22, 2025, WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$19,500. WINNERS WILL BE DRAWN AT ST. GEORGE CATHOLIC SCHOOL, ON MARCH 22, 2025.
- E. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$6,759,101.04 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JANUARY 10 AND 17, 2025.

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

COMMENTS: _____

ITEM #5

SUBJECT: CONSIDER ADOPTING RESOLUTION 2024-R-148 AUTHORIZING THE EXECUTION OF AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH TINLEY PARK LAND DEV LLC FOR CERTAIN PROPERTY LOCATED AT 7551 191ST STREET (BROOKSIDE CREEK RETAIL CENTER) - **Trustee Mueller**

ACTION: Discussion: The property owner has petitioned the Village of Tinley Park to annex their approximate 55.1-acre parcel located at 7551 191st Street into the Village and develop the 71.9 total acres of land under the guidance of the proposed Annexation Agreement.

COMMENTS: A Public Hearing was held on this item on January 7 and 21, 2025. **This Resolution is eligible for adoption.**

ITEM #6

SUBJECT: CONSIDER ADOPTING ORDINANCE 2024-O-063 ANNEXING THE PROPERTY AT 7551 191ST STREET, PURSUANT TO 65 ILCS 5/7-1-13 (BROOKSIDE CREEK RETAIL CENTER) - **Trustee Mueller**

ACTION: Discussion: The property at 7551 191st Street, is petitioned to be annexed under the allowances of the Illinois Municipal Code. The approximately 55.085-acre parcel and contiguous to the Village of Tinley Park. The parcel will be annexed under the R-1 Zoning District and rezoned to B-3 as part of a corresponding zoning request for Brookside Creek Retail Center. The annexation will be effective on the date of passage. This item was discussed at the Committee of the Whole meeting held prior to this meeting. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #7

SUBJECT: CONSIDER ADOPTING ORDINANCE 2024-O-065 GRANTING A SPECIAL USE FOR BROOKSIDE CREEK RETAIL CENTER PLANNED UNIT DEVELOPMENT 7251-7551 191ST STREET AND 19200 HARLEM AVENUE (BROOKSIDE CREEK RETAIL CENTER) - **Trustee Mueller**

ACTION: Discussion: The Petitioner seeks the Special Use to create the Brookside Creek Retail Center Planned Unit Development (PUD) which will include 71.9 acres to have 7 developable lots for commercial uses. Plan Commission held a Public Hearing on December 5, 2024, and voted 5-0 to recommend approval of the Special Use in accordance with the plans, the recommended conditions, PUD regulations, and Findings of Fact, as listed in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #8

SUBJECT: CONSIDER ADOPTING ORDINANCE 2024-O-064 GRANTING A MAP AMENDMENT (REZONING) FOR CERTAIN PROPERTIES LOCATED AT 7251-7551 191ST STREET AND 19200 HARLEM AVENUE, UPON ANNEXATION OF ALL LAND, TO THE B-3 ZONING DISTRICT (BROOKSIDE CREEK RETAIL CENTER) - **Trustee Mueller**

ACTION: Discussion: The Plan Commission held a Public Hearing on December 6, 2024, and voted 5-0 to recommend approval of the Map Amendment (Rezoning) to the B-3 (General Business & Commercial) Zoning District in accordance with the plans as listed in the “Listed Reviewed Plans” and Findings of Fact as listed in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #9

SUBJECT: CONSIDER ADOPTING RESOLUTION 2024-R-149 APPROVING THE BROOKSIDE CREEK RETAIL CENTER FINAL PLAT OF SUBDIVISION - **Trustee Mueller**

ACTION: Discussion: The Plan Commission held a Public Hearing on December 5, 2024, and voted 5-0 to recommend approval of the Plat of Subdivision dated October 25, 2024, in accordance with the listed plans, recommended conditions, and Findings of Fact as listed in the Staff Report. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2024-O-072 GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION FROM THE BROOKSIDE CREEK RETAIL CENTER PLANNED UNIT DEVELOPMENT FOR GAS N WASH AT 7455 191ST STREET - **Trustee Mueller**

ACTION: Discussion: The Special Use allows for the development of a gas station, carwash, and convenience store with two drive-thru tenants on Lot 1 of the Brookside Creek PUD. The Plan Commission held a Public Hearing on December 5, 2024, and voted 5-0 to recommend approval of the Special Use with the plans and Findings of Fact as noted in the Staff Report. **This Ordinance is eligible for adoption.**

COMMENTS:

ITEM #11

SUBJECT: RECEIVE COMMENTS FROM STAFF -

COMMENTS: _____

ITEM #12

SUBJECT: RECEIVE COMMENTS FROM THE BOARD -

COMMENTS: _____

ITEM #13

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC -

COMMENTS: _____

ITEM #14

SUBJECT: ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE, OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY, INCLUDING HEARING TESTIMONY ON A COMPLAINT LODGED AGAINST AN EMPLOYEE OF THE PUBLIC BODY OR AGAINST LEGAL COUNSEL FOR THE PUBLIC BODY TO DETERMINE ITS VALIDITY.
- B. 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.
- C. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.

ADJOURNMENT

**MINUTES OF THE BOARD MEETING OF THE TRUSTEES,
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES,
ILLINOIS, HELD JANUARY 7, 2025**

The regular meeting of the Board of Trustees, Village of Tinley Park, Illinois, was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 Oak Park Avenue, Tinley Park, IL on January 7, 2025. President Glotz called this meeting to order at 6:59 p.m.

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

At this time Trustee Brady led a prayer for the victims of the attack in New Orleans and their families.

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

Village President:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor
Trustees:	William P. Brady William A. Brennan Dennis P. Mahoney Michael G. Mueller Kenneth E. Shaw Colleen M. Sullivan
Absent:	
Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Tiffany Nelson-Jaworski

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

Motion was made by Trustee Mueller, seconded by Trustee Shaw to table agenda items 4-9 to the January 21, 2025, Village Board Meeting. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Sullivan to approve and place on file the minutes of the regular Village Board Meeting held on December 17, 2024. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

- A. CONSIDER RELEASE OF LETTER OF CREDIT #171 ISSUED BY LINCOLN-WAY COMMUNITY BANK FOR CHESTNUT MEADOWS II, LLC DEVELOPMENT IN THE AMOUNT OF \$212,500.

Meeting of the Board of Trustees – Minutes**January 7, 2025**

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- B. CONSIDER PAYMENTS OF OUTSTANDING BILLS IN THE AMOUNT OF \$3,848,071.75 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED DECEMBER 20 AND 27, 2024, AND JANUARY 3, 2025.

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

Motion was made by Trustee Shaw, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2025-R-002 AUTHORIZING A SALES TAX SHARING AGREEMENT WITH LENNY'S GAS N WASH (183RD STREET AND LAGRANGE ROAD)**. This item authorizes a sales tax sharing agreement with Lenny's Gas N Wash (183rd St and LaGrange Rd) not to exceed \$1,000,000 over a ten-year period. But for this sales tax sharing agreement for the significant site improvements, including right of way (ROW) work and a new traffic signal, all being completed by the developer, development of this project and potential additional development in the area would pose significant hardship. This item was discussed at the Committee of the Whole prior to this meeting.

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

Motion was made by Trustee Brennan, seconded by Trustee Shaw to adopt and place on file **ORDINANCE 2025-O-002 AMENDING THE RULES AND REGULATIONS FOR THE VILLAGE OF TINLEY PARK CIVIL SERVICE COMMISSION**. This item makes various amendments to the Civil Service Rules and Regulations to further improve efficiencies related to the hiring of Patrol Officers. This item was discussed at the Committee of the Whole prior to this meeting.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **ORDINANCE 2025-O-001 AMENDING TITLE V, CHAPTER 50, ALONG WITH TABLE XI OF THE TABLE OF SPECIAL ORDINANCES OF THE TINLEY PARK CODE OF ORDINANCES REGARDING WATER AND SEWER CHARGES**. The Village periodically reviews and adjusts its utility (water and sewer) rates to assure that the Water and Sewer enterprise utility funds are producing adequate revenues to cover the operations, maintenance, and capital replacement needs of the utility. This ordinance implements the recommendations as well as performs needed maintenance of the Code of Ordinances relative to the water and sewer utilities. This item was discussed at the Committee of the Whole prior to this meeting.

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

Motion was made by Trustee Mueller, seconded by Trustee Brennan to adopt and place on file **RESOLUTION 2025-R-001 APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)**

BETWEEN THE VILLAGE OF TINLEY PARK AND THE VILLAGE OF ORLAND PARK FOR WATER TOWER COMMUNICATIONS USE. Consider approving signature of IGA with the Village of Orland Park for Water Tower Communications Use. This item was discussed at the Committee of the Whole meeting held prior to this meeting.

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

Pat Carr, Village Manager, wished Steve Klotz, Fire Chief, a happy birthday.

Trustee Sullivan wished everyone a happy new year.

President Glotz stated concerns about the remediation project at the former Tinley Park Mental Health Center (TPMHC) property and its project manager.

Trustee Shaw also commented on the TPMHC project, and the records provided to support expenditures.

A citizen commented on the ability of paramedics to access residential buildings.

Motion was made by Trustee Mueller, seconded by Trustee Brady, at 7:30 p.m. to adjourn to Executive Session to discuss the following:

A. THE SALE OR PURCHASE OF SECURITIES, INVESTMENTS, OR INVESTMENT CONTRACTS.

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

Motion was made by Trustee Brady, seconded by Trustee Sullivan to adjourn the Village Board meeting at 7:51 p.m. Vote on roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

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

APPROVED:

Village President

ATTEST:

Village Clerk

**MINUTES OF THE PUBLIC HEARING ON A PROPOSED ANNEXATION
AGREEMENT (7551 191ST STREET) HELD JANUARY 7, 2025**

The Public Hearing on a Proposed Annexation Agreement (7551 191st Street) was held in the Council Chambers located in the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, IL on January 7, 2025. Trustee Mueller called this meeting to order at 6:16 p.m.

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

Village President:	Michael W. Glotz
Village Clerk:	Nancy M. O'Connor

Trustees:	William P. Brady
	William A. Brennan
	Dennis P. Mahoney
	Michael G. Mueller
	Kenneth E. Shaw
	Colleen M. Sullivan

Absent:

Also Present:	
Village Manager:	Patrick Carr
Asst. Village Manager:	Hannah Lipman
Village Attorney:	Tiffany Nelson-Jaworski

**A PUBLIC HEARING HELD ON JANUARY 7, 2025, BEFORE THE CORPORATE
AUTHORITIES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL
COUNTIES, ILLINOIS, REGARDING A PROPOSED ANNEXATION AGREEMENT
(7551 191ST STREET)**

Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to open the Public Hearing on **A PROPOSED ANNEXATION AGREEMENT (7551 191ST STREET)**. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Tiffany Nelson-Jaworski, Village Attorney, provided an overview of the Annexation Agreement.

Jennifer Vargas commented that she is not opposed but emphasized the need for a cohesive and safe development. She raised concerns about 24-hour establishments, increased noise, and traffic, and requested the inclusion of a 10-foot fence and a berm.

Amanda Kowalcze, Frankfort Public Library Director, voiced opposition due to anticipated tax revenue loss. She also noted the Frankfort Library Board received only one day's notice of the hearing.

Public Hearing – Minutes**January 7, 2025**

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Anastacio Gamino and Pamela Moloney concurred with Jennifer Vargas. Ms. Moloney added a potential environmental issue, noting that a protected bird species might inhabit the wooded area.

Sandra Rennie also concurred with Jennifer Vargas and referenced the Lenny's Gas N Wash development on 194th Street, which includes a fence and berm.

Trustees Brennan and Shaw apologized for the short notice. Trustee Shaw thanked the residents for sharing their comments and emphasized that their concerns are valid and deserving of attention.

Ms. Nelson-Jaworski stated the Public Hearing notice was legally sufficient, and public comments may still be made at the January 21, 2025, Committee of the Whole and Village Board Meetings. In addition, written public comment may be sent the Community Development Director.

Trustee Mueller concurred with Trustees Brennan and Shaw. He added that while the establishments may not be new to the Village, it will still be significant tax dollars.

President Glotz explained the property currently generates no tax revenue, adding that only 30% of the site would be developed. He clarified that the Lenny's location on 194th Street was developed prior to its annexation.

Larry Deb, the Petitioner, stated there will be a landscape berm. and noted efforts to preserve trees in collaboration with a civil engineer and wildlife specialist.

Motion was made by Trustee Brennan, seconded by Trustee Shaw, to close the Public Hearing. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried and closed the Public Hearing at 6:54 p.m.

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

APPROVED:

Village President

ATTEST:

Village Clerk

TINLEY PARK BUSINESS SPOTLIGHT

President Glotz and
Clerk O'Connor



Interoffice Memo

Date: January 14 2025

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Law Enforcement Access to District 230 Security Cameras.

Presented for January 21st, 2025 Committee of the Whole meeting discussion and action:

Description: Enter into agreement with Consolidated High School District No. 230 regarding Village's access to digital security cameras.

Background: The Village uses Fusus, a real time crime center software platform provided by Axon. This technology platform allows our first responders to view live video from any security camera system owned or operated by a public or private entity who voluntarily wish to share camera access. The purpose of this technology is to enhance first responder's situational awareness during critical incidents.

This agreement will allow the Village to access the security cameras present at High School District 230 once they have been on boarded into the Fusus platform.

Budget/Finance: This agreement has no financial impact to the village

Staff Direction Request: Enter into an agreement with High School District No. 230 regarding Village's access to digital security cameras.

Attachments:

1. Tinley Park D230 Fusus Agreement

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2025-R-004**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF TINLEY PARK AND THE BOARD OF EDUCATION OF SCHOOL
DISTRICT 230, COOK COUNTY, ILLINOIS FOR LAW ENFORCEMENT ACCESS TO
SCHOOL DISTRICT DIGITAL SECURITY CAMERAS AND BUILDINGS**

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 230, COOK COUNTY, ILLINOIS FOR LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT DIGITAL SECURITY CAMERAS AND BUILDINGS

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with The Board of Education of School District 230, Cook County, Illinois, 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;

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 Intergovernmental 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 21st day of January, 2025, 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 January, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

Intergovernmental Agreement with The Board of Education of School District 230

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-004, “A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 230, COOK COUNTY, ILLINOIS FOR LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT DIGITAL SECURITY CAMERAS AND BUILDINGS,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January 2025.

VILLAGE CLERK

AMENDMENT NO. 1
TO THE
RECIPROCAL REPORTING SYSTEM AGREEMENT BETWEEN
THE TINLEY PARK POLICE DEPARTMENT
AND THE BOARD OF EDUCATION OF SCHOOL DISTRICT 230,
COOK COUNTY, ILLINOIS

LAW ENFORCEMENT ACCESS TO SCHOOL DISTRICT
DIGITAL SECURITY CAMERAS AND BUILDINGS

WHEREAS, the Board of Education of Consolidated High School District No. 230, Cook County, Illinois ("School District") and the Tinley Park Police Department ("Department") are parties to an intergovernmental Reciprocal Reporting System Agreement dated September 11, 2023 ("Agreement"); and

WHEREAS, the School District and the Department recognize their shared responsibility to work together to promote public safety; and

WHEREAS, security cameras play a role in achieving this collective goal; and

WHEREAS, the School District and the Department recognize the value of a shared understanding of the use of security cameras to provide information sharing for public safety while respecting the legal rights and responsibilities of each partner and the privacy expectations of the public; and

WHEREAS, the Department is currently developing the capability to view remotely real time and recorded footage from security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during emergencies; and

WHEREAS, the Department is working with a private vendor, FUSUS, in order to have all security camera systems owned and operated by other public and private entities who voluntarily wish to share these views to promote public safety and aid First Responders during calls for service at their facilities or during other emergencies available in one accessible location via the Cloud, which will lessen the burden on the School District to grant access to the real time and recorded footage; and

WHEREAS, the School District and the Department desire to amend the Agreement to provide for certain access by the Department to the School District security camera live feed for school safety and security purposes; and

WHEREAS, the School District and the Department desire to amend the Agreement to further outline the parameters of Department access to District buildings for school safety and security purposes.

NOW, THEREFORE, for good and sufficient consideration provided each to the other, the Agreement is hereby amended by adding the following provisions:

I. DEPARTMENT ACCESS TO SCHOOL DISTRICT SECURITY CAMERA SYSTEM THROUGH FUSUS

- A. Scope of Access to School District Digital Camera System Through FUSUS.** Provided the Village establishes and maintains an account for streaming access through FUSUS, the School District will take the steps necessary through registration with FUSUS to enable the Department to view, through the FUSUS system, real time feeds created by certain School District digital security cameras and recordings of those videos that may be created and stored by FUSUS. FUSUS shall not be acting as a contractor or agent of School District in its receipt of the live feeds or creation of records therefrom. This access through FUSUS will apply to School District cameras on the interior and exterior of School District buildings and in School District parking lots. FUSUS access will not apply to cameras on school buses.
- B. Installation of Security Cameras.** The decision to install, operate and/or, maintain a security camera system on the School District's premises is the exclusive decision of the School District. The costs associated with the system, the components, the ownership, control of, and all recordings are governed by the laws, rules, and regulations that govern the School District. The Department may make technical suggestions to the School District to facilitate remote access but the Department assumes no liability for final selection of components by the District.
- C. Cost Allocation.** The School District shall acquire and be financially responsible for the cost of the FUSUS hardware appliances necessary in each connected campus location. The Department shall provide and be financially responsible for the ongoing streaming access costs and any corresponding licensing costs associated with the FUSUS system.
- D. Training.** All Department personnel involved in the use of FUSUS will be instructed in the technical and ethical parameters of appropriate use of this system and in the parameters set forth in this Amendment.
- E. Records of Access.** The Department shall maintain a record of all personnel who are authorized to remotely access a School District system or School District feeds and record created therefrom and shall notify the School District in the event of a compromise or hacking of remote access software or compromise of its system. The Department will provide the School District with access to all audit logs giving the School District access to login and user history.

- F. **Point of Contact.** The School District will provide the Department at least one point of contact, with a basic understanding of the School District's inventory and locations of surveillance cameras as may be required for video sharing. Typical configuration should take less than an hour and may require installation of additional hardware at School District location(s). The School District agrees that it will provide information needed by the Department for the system to operate; including but not limited to, camera make, model, IP address, and Camera and/or associated DVR/NVR login information.
- G. **Department's FUSUS Agreement.** The Department shall ensure that its agreement with FUSUS shall contain provisions that reflect the provisions set forth in this Amendment. Specifically, the Department's agreement with FUSUS must prohibit FUSUS from viewing, downloading, or disseminating any footage or recording from the School District's system outside the FUSUS system for other than law enforcement purposes without the express permission of the School District.
- H. **FOIA Requests.** If the Department or the Village of Tinley Park receives a *Freedom of Information Act* request for information in the FUSUS system or derived from the FUSUS system that is related to or derived from School District camera feeds, the Department or Village shall immediately notify the School District and work in good faith with the School District before responding to the FOIA request to ensure legal and personal privacy of individuals is preserved to the extent allowed by law.

II. **ACCESS TO SCHOOL DISTRICT BUILDINGS**

- A. **Department Possession of Building Keys.** The School District will provide to the Department sufficient copies of a master key (physical or electronic) to the School District buildings to enable the Department to have one key carried in each squad car. The Department will not make further copies of the keys. The Department will routinely account for all copies of the keys and immediately notify the School District if any key is lost, unaccounted for, or damaged or any access code is compromised. The Department will return the keys to the School District upon request.
- B. **Department Access to School Buildings.** The Department may use the master keys provided by the School District to respond to emergencies at any School building or to enter the building for scheduled training exercises approved in writing in advance by the School Principal or the School Principal's designee. The Department will not use the keys for entry into the any School building as part of routine patrol or other purposes not outlined herein or under other written agreement between the Parties.

III. **TERMINATION**

Either party may terminate this Amendment or any Section thereof at any time upon ten (10) days' notice.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the day and year this Amendment is fully executed by both Parties.

BOARD OF EDUCATION OF
CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 230
COOK COUNTY, ILLINOIS

By: _____

Title: _____

Date: _____

Title: _____

Date: _____

VILLAGE OF TINLEY PARK
COOK COUNTY, ILLINOIS

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

FOIA NOTICE: The School District and Department agree that this Amendment No. 1 constitutes security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and each Party agree to withhold these protocols from **FOIA** responses unless directed otherwise by the Attorney General or a court or with consent of the other Party.

1063620.5



Interoffice Memo

Date: January 21, 2025

To: Committee of the Whole

CC: Donna Framke, Marketing Director

From: Carolyn Mitera, Marketing & Economic Development Specialist

Subject: Retail Recruitment & Development Strategy (191st Street & Harlem Avenue Corridor) – The Retail Coach Proposal

Description

The Village is seeking retail recruitment and development strategy services for the 191st Street and Harlem Avenue Corridor. The Retail Coach will identify and recruit the right retail mix to the Corridor by working closely with Village stakeholders to confirm the vision for the targeted area, work with owners/representatives of each new development site, assist with filling Brookside Marketplace vacancies, and recruit targeted users for the Corridor.

Background

The goal is to create the 191st Street & Harlem Avenue Corridor as a premier shopping and entertainment district with the existing Brookside Marketplace, Credit Union 1 Amphitheater, Topgolf site, and new retail developments. In an effort to support the Life Amplified brand and develop the Entertainment District, there will be an emphasis on outreach to music-focused businesses (ex. live music), higher quality dining establishments, and attractions to complement and enhance the Corridor.

Budget: Funding in the amount of \$50,000 is available to use in the FY2025 budget.

Request

Staff is seeking the approval to 12-month contract term with The Retail Coach in the amount of \$40,000.00.

Attachments:

1. The Retail Coach Proposal

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2025-R-003

**A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY
PARK AND THE RETAIL COACH**

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2025-R-003**A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND THE RETAIL COACH**

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered approving a Proposal with The Retail Coach, a true and correct copy of such Proposal 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 Proposal be entered into by the Village of Tinley Park;

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

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

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

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

ADOPTED this 21st day of January, 2025, 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 January, 2025, by the President of the Village of Tinley Park.

Village President

ATTEST:

Village Clerk

EXHIBIT 1

THE RETAIL COACH PROPOSAL

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-R-003, “**A RESOLUTION APPROVING A PROPOSAL BETWEEN THE VILLAGE OF TINLEY PARK AND THE RETAIL COACH**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January, 2025.

VILLAGE CLERK



Proposal for: Village of Tinley Park, Illinois

Retail Recruitment & Development Strategy

Harlem Avenue & 191st Street Corridor Focus

Prepared by:

C. Kelly Cofer, CCIM
Founder & CEO
Ph: 662.401.4327
Email: ckcofer@theretailcoach.net



Executive Summary

Identifying & Recruiting the Right Retail Mix to the Harlem Avenue & 191st Street Corridor

The Retail Coach is submitting this proposal for a **Retail Recruitment & Development Strategy** to be executed for the Village of Tinley Park.

Goals & Objectives:

- Work closely with Village stakeholders to confirm the vision for the Corridor, including specific sectors desired (retail, restaurant, hospitality, entertainment), specific brands, development-type (traditional strip, mixed-use, etc.)
- Work with the ownerships/representatives of each new development site to determine development plans, timelines, etc.
- Assist Brookside Marketplace fill vacancies, if any
- Recruit targeted users for the Corridor

Company Profile

We Recruit Retail.

For more than 25 years, The Retail Coach has been the premier national retail recruitment partner for municipalities, economic development organizations, and development firms.

We are the nation's leading retail recruitment, market analysis, and development firm. Our approach combines **strategy, technology, and creative marketing** to execute high-impact retail recruitment strategies for local governments, chambers of commerce, and economic development organizations.

Having worked more than 650 assignments in more than 41 states, our recruitment approach is simple - do what you say you are going to do, do it at the highest level possible, and constantly communicate findings and results to our clients. This approach has proven successful, leading to multiple assignments with more than 90% of our clients.

Proven Success:



6 Million +

SQUARE FEET OF
NEW RETAIL RECRUITED

We have recruited more than 6 million square feet of new retail to client communities in the past 5 years.

\$600 Million

IN NEW SALES TAX GENERATED

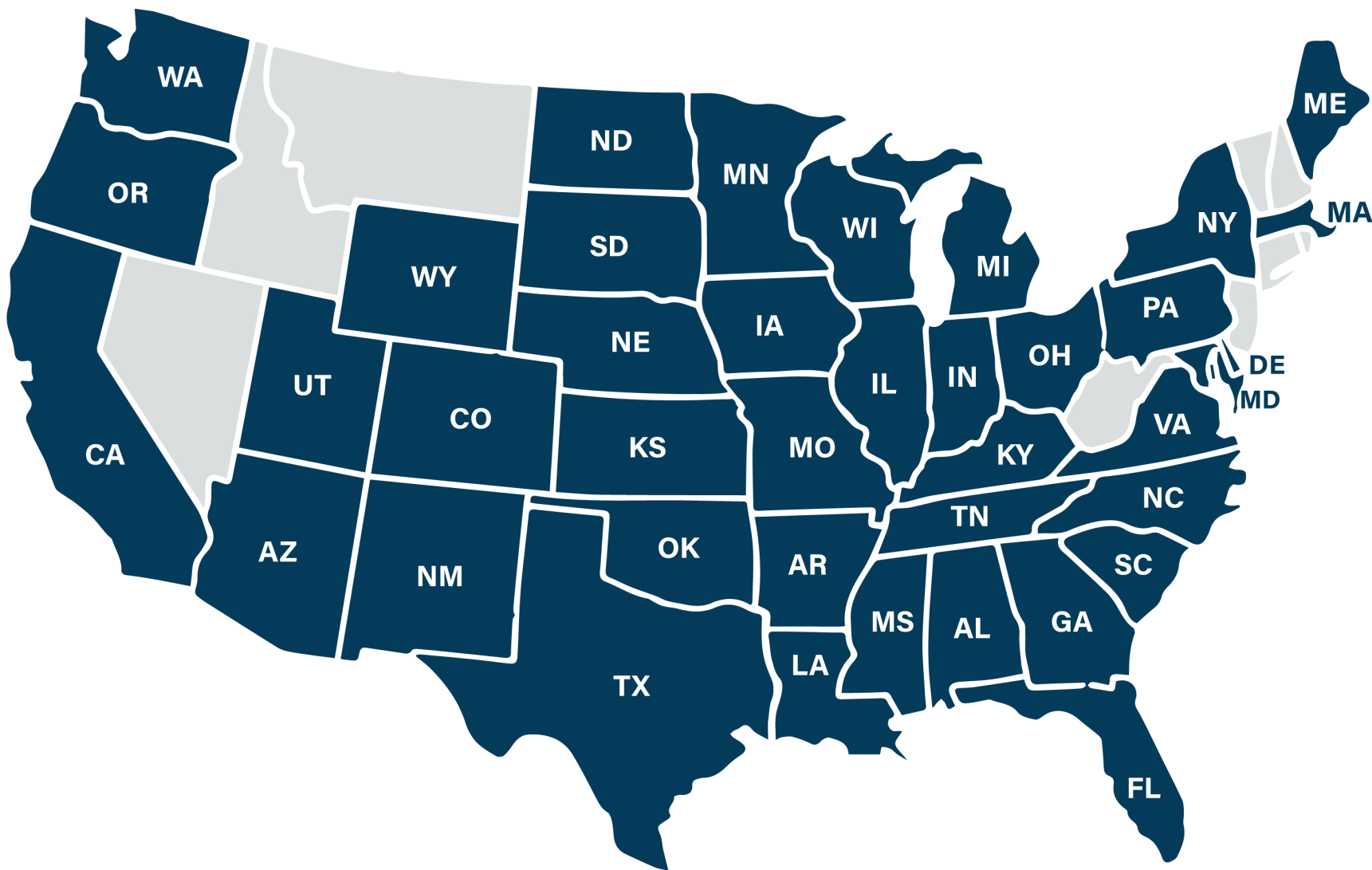
Our work has generated more than \$600M in sales tax in the past 5 years.

90%

REPEAT CLIENT RATE

90% of our clients choose to continue working with us after the initial assignment.

Company Profile



We Have Served
More Than 850 Client
Communities Across 42
States.

National Expertise. Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

850+
COMMUNITIES
SERVED

41
STATES WE'VE
WORKED IN

90%
REPEAT CLIENT RATE

Company Profile: Successes

More Than 6 Million SF of
New Retail Recruited in the
Last 5 Years.





An Entire Team Dedicated to Growing Retail in Tinley Park

What Makes Us Different?

Experienced & Connected

We pioneered the retail recruitment industry more than 23 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers. We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.

Retail Recruitment & Development Proposal

Scope of Work & Deliverables

1: Retail Market Analysis

- Custom Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- Village Demographic Profile
- Discussions with Key Village Stakeholders
- Discussions with Property Owners

2: Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses

3: Identifying Development & Redevelopment Opportunities

- Analysis of Development Sites
- Retail Site Profiles for Development Sites

4: Identify Retailers & Developers

- Target List of up to Thirty-Five (35) Retailers and Restaurants
- Target List of up to Ten (10) Developers with Contact Information

5: Marketing & Branding

- Retail Market Profile
- Retail Market Flyer
- Developer Opportunity Package
- Online Retail Dashboard (Retail 360® Website)
- Interactive Site Mapping

Retail Recruitment & Development Proposal

Scope of Work & Deliverables (cont.)

6: Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard (AirTable)

7: Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the Village at Regional and National Retail Industry Events Attended

Our Approach: Retail 360®

Retail Recruitment is a Process,
Not an Event.



Market-Based Solutions

We understand that every community has its own unique set of development needs. That is why we work with our clients to determine those needs and to offer custom, tailored solutions.

On-the-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

Action Plan for Retail Growth

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process. This partnership typically produces the best results when, together, we derive short-term and longterm strategies based on market data and opportunities.

Our Retail 360® Process identifies strengths, weaknesses, opportunities, and threats to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.

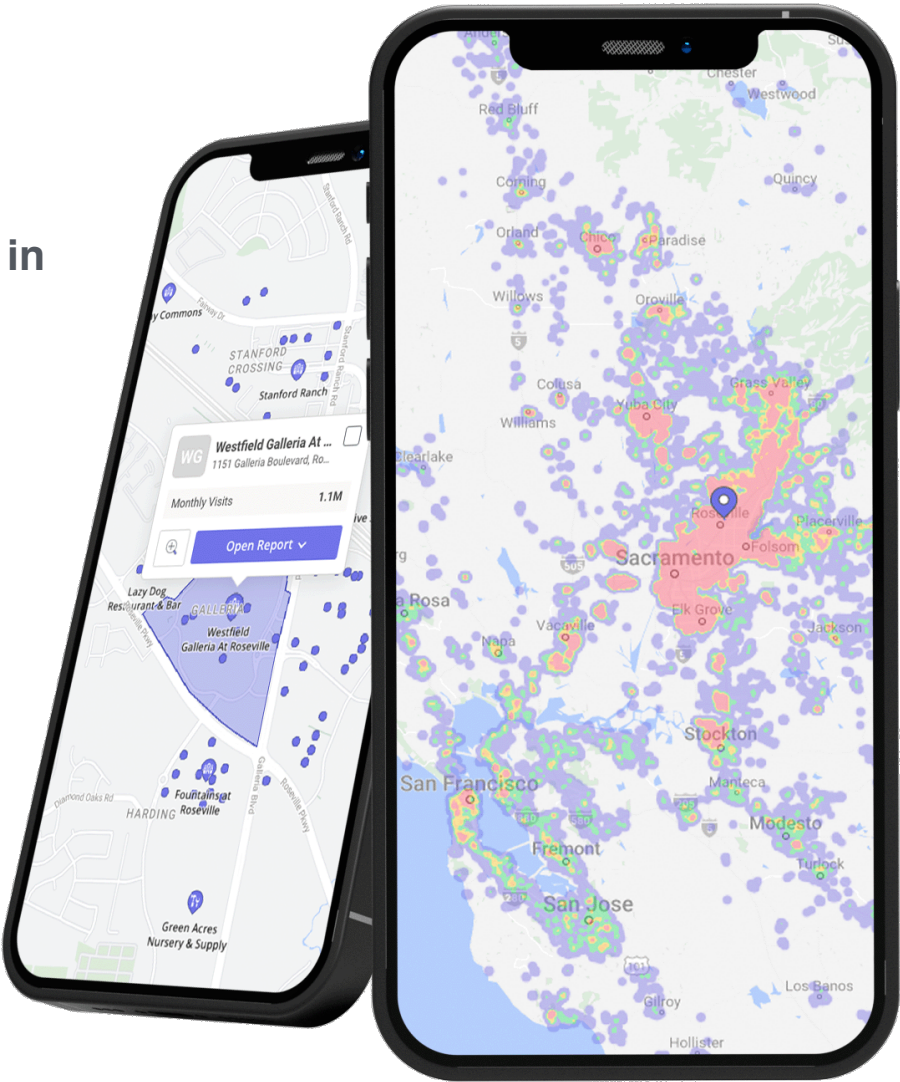
Retail 360®: Market Analysis

Understanding the Tinley Park Market Through High Impact Mobile Data Analysis

We will perform extensive market research and analysis to evaluate the area and the Tinley Park retail market.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

We use real data collected from actual customers in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to tell your community's story and show potential investors why they need to be in your market.

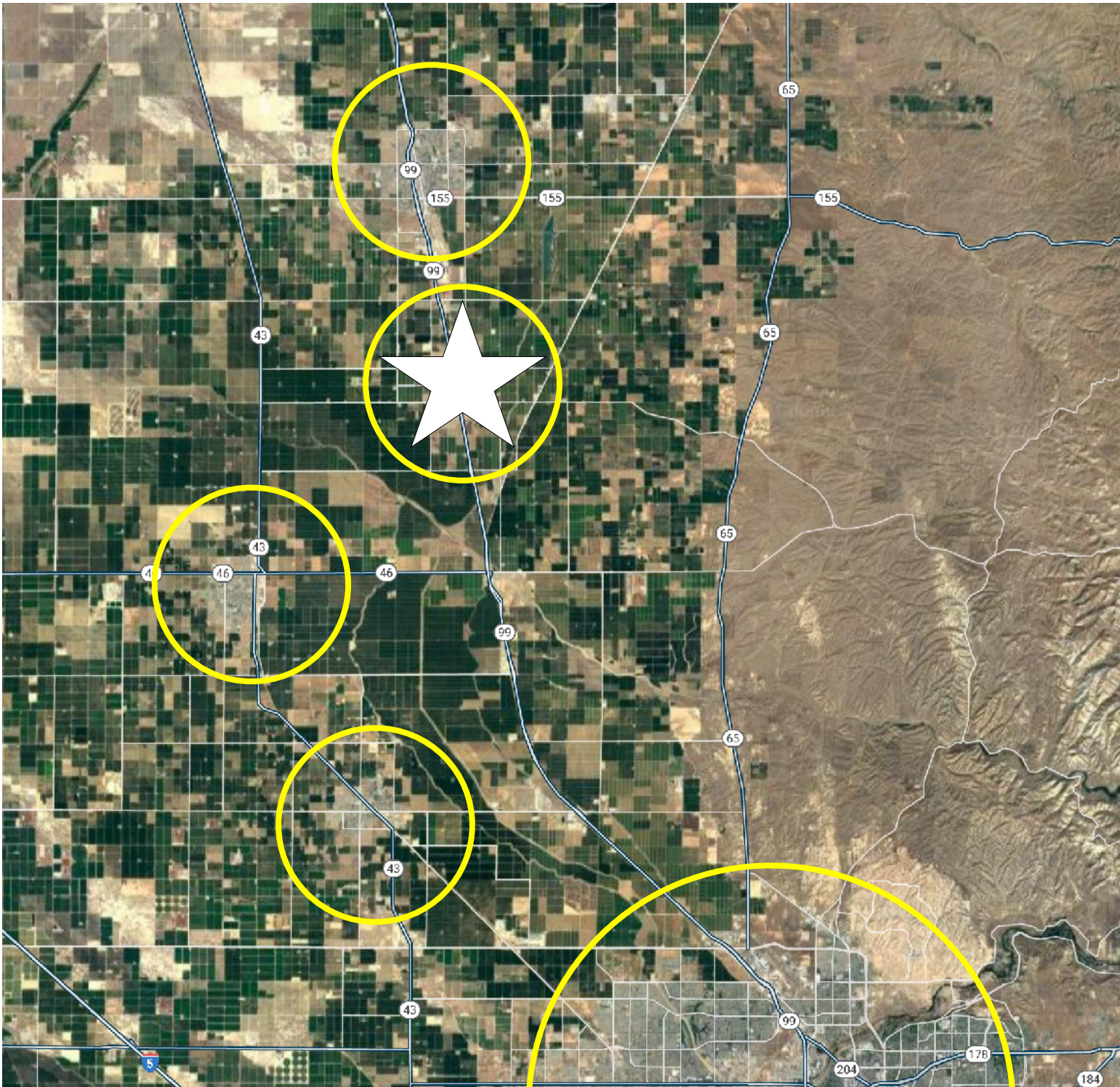


Retail 360®: Deliverables

Retail Market Analysis

Competing Community Analysis

A community must have a clear understanding of the competitive nature of retail recruitment. Before analyzing the Tinley Park community, **we will look at competing communities to identify a competitive advantage, via economic and market forces, that have a direct impact on retail recruitment and development in Tinley Park.**



Retail 360®: Deliverables

Retail Market Analysis

Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community’s retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community.

We will hand draw retail trade areas for Tinley Park based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach Team.

Mobile Data for Location Decisions:

We will utilize mobile location technology that analyzes retail location and behavioral data collected from mobile devices to determine consumer visits to Tinley Park. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions.

Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

We will create comprehensive 2020 Census, 2023, and 2027 demographic profiles for the Retail Trade Area and Tinley Park community. The profile includes population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

Retail 360®: Deliverables

Retail Market Analysis

Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for an independent business.

We will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

Identification of Ancillary Issue Impacting Retail

We will work with the Village to identify other root-cause issues of the local economy, and include recommendations for the Village to improve opportunities.

The Retail Coach will provide an Ancillary Issue Report and Recommendations, including an analysis of current/projected trade area factors, housing availability and impact on retail, and a connectivity analysis to assess signage, roadway, landscaping, and mobility factors and their impact on retail growth.

Stakeholder Discussions

Buy-in from key community leaders and stakeholders is crucial to the retail plan. Our belief is that, "if they are not in on it and up on it — they may be down on it." One of our first meetings will be with independent businesses who may see our work as threatening. Our goal is to not only obtain buy-in, but to assist in finding prospects for available vacancies and properties.

We will work to obtain plan buy-in from public and private stakeholders through a series of individual and group meetings. Stakeholders may include Village staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.

Retail 360®: Deliverables

Determining Retail Opportunities

Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the primary projected retail demand growth — or opportunities — for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community.

The Retail Demand Analysis will:

- identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest propensity for success and qualify their ultimate potential

We will determine the level of retail demand for the designated retail trade area and use projected demand to help identify opportunity areas and prioritize market sectors for recruitment.



Retail 360®: Deliverables

Development Opportunities

Identifying & Marketing Available Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information. Successful retail recruitment begins to happen with the introduction of available sites.

We will identify priority retail vacancies and development sites to market. Factors influencing site selection for priority sites will include:

- Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- Site-line visibility from primary & secondary traffic arteries
- Ingress/regress
- Adequate parking
- Site characteristics
- Topography
- Proximity to retail clusters



Retail 360®: Deliverables

Development Opportunities

Retail Site Profiles

A critical step in attracting retail is providing accurate and current information on each identified available site.

We will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information



Retail 360®: Deliverables

Identifying Retailers & Developers for Recruitment

Identifying Potential Retailers

The Retail Coach (TRC) has been successful in recruiting leading retail brands to our client communities for more than 25 years. Our process is driven by providing accurate and current data sets, as well as site-specific information to retailers that “fit” the community.

We will develop and review a master list of potential retailers with Tinley Park staff and work together to prepare a final target list of retailers for recruitment. This list will include retailers from TRC’s analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

Identifying Potential Developers

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 25 years. Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success. If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

We will use its network to identify retail real estate developers active in Tinley Park and the region for recruitment. We will also work with Tinley Park staff to contact and build relationships with developers active in the region.

Retail 360®: Deliverables

Marketing & Branding

Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community’s attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

We will develop a Retail Market Profile tailored to the specific needs of targeted retailers’ essential site selection and location criteria for Tinley Park. The profile serves as a community introduction, and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary



Retail 360®: Deliverables

Marketing & Branding

Retailer-Specific Feasibility Packages

Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers.

The Retail Coach will create Retailer-Specific Feasibility Packages to address essential location criteria. These feasibility packages include:

- Community Overview
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary
- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Appropriate logo and contact information



Retail 360®: Deliverables

Marketing & Branding

Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities.

We will create a Developer Opportunity Package to highlight development/redevelopment opportunities in Tinley Park. This will include:

- Community Overview & Location Map
- Retail Trade Area & Demographic Trends
- Aerial Imagery & Traffic Counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Area Retail & Zoning
- Residential clustering and support
- Proximity to “anchor” retailers
- Top Employers & Workplace Population
- Potential retail tenants



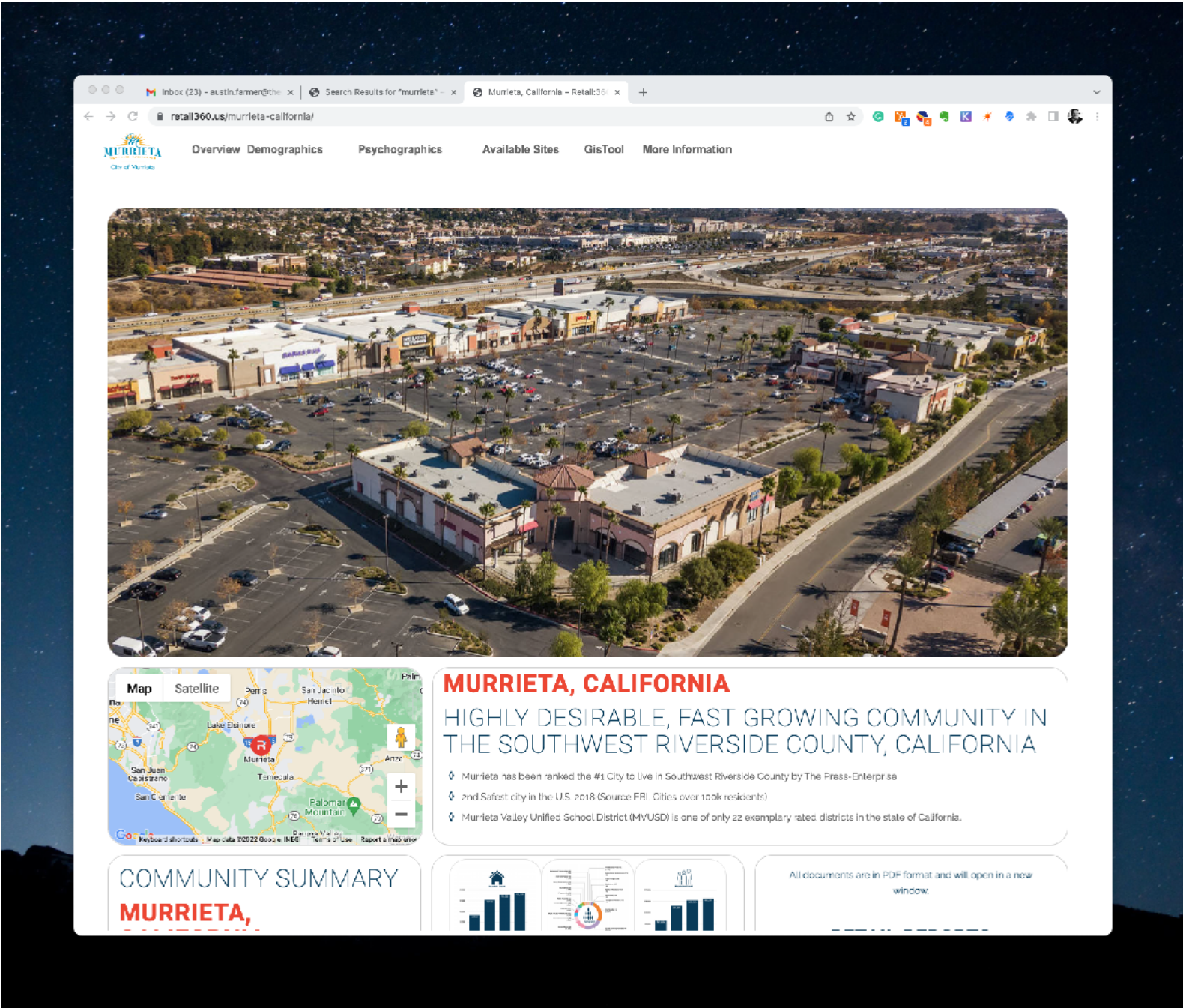
Retail 360®: Deliverables

Marketing & Branding

Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community’s opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed online anytime through a branded Retail360® link.

The Retail Coach will create a Retail360® Retail Dashboard for Tinley Park, which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community’s retail potential like never before.



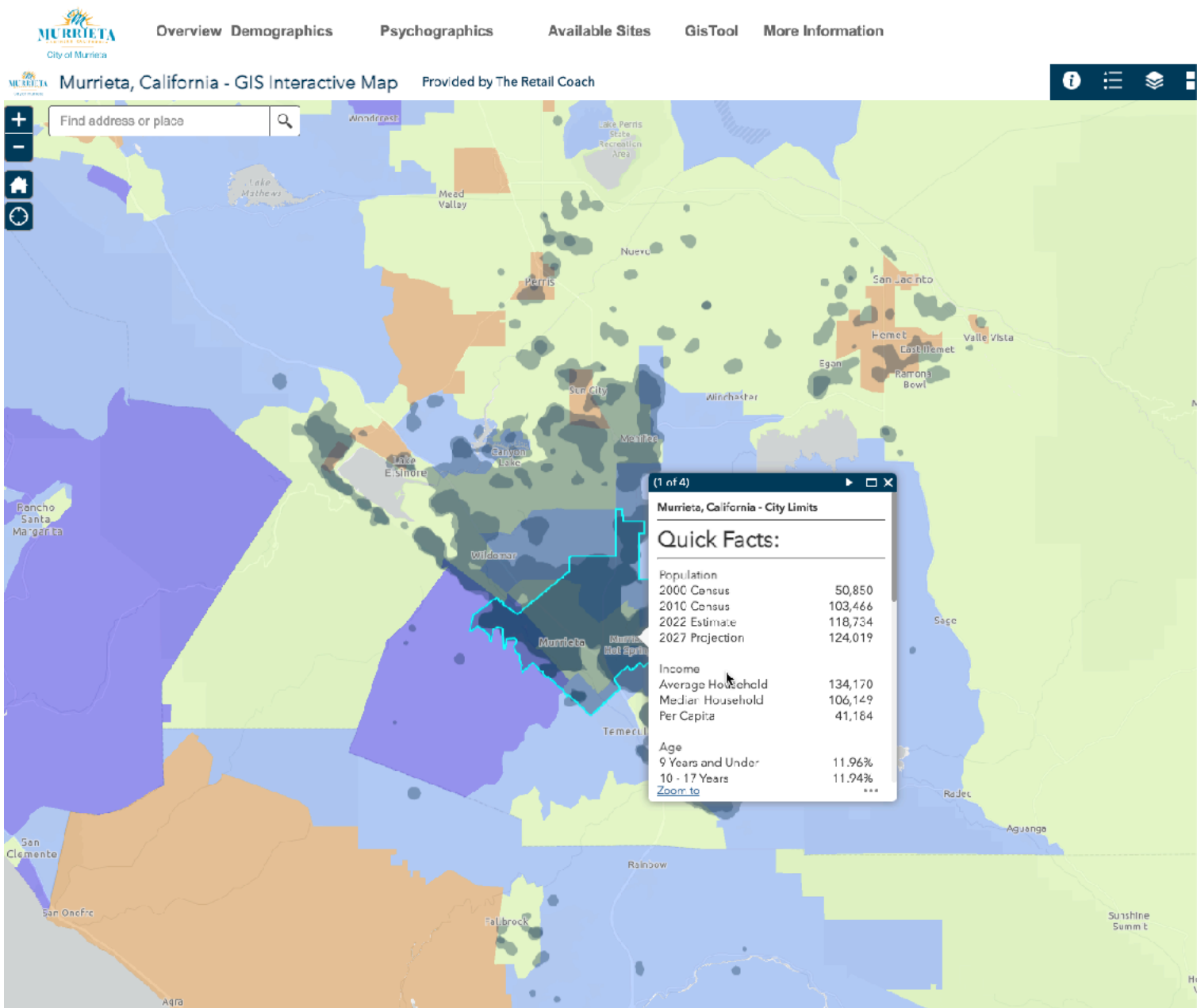
Retail 360®: Deliverables

Marketing & Branding

Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for Tinley Park, along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing. Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user — whether they be a retailer, developer, or even a local entrepreneur.



Retail 360®: Deliverables

Recruiting Retailers & Developers

Recruitment of Retailers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty three years and more than 850 projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

We will actively recruit retailers on Tinley Park's behalf. Our retailer recruitment process includes:

1. Introductory emails and retail market profile are sent to each targeted retailer.
2. Personal phone calls are placed to measure interest level.
3. Personal emails and retailer feasibility packages are sent to each targeted retailer.
4. Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers.
5. Personal emails are sent to inform targeted retailers of significant market changes.
6. Personal emails are sent to decision markers once per quarter to continue seeking responses regarding their interest level in the community.
7. A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.

Recruitment of Developers

Much of our recruitment success comes from having established a network of national retail developers over the past 25 years. Oftentimes, a retailer may have interest in a community, only to find that suitable "for lease" properties do not exist.

The Retail Coach will actively recruit developers on Tinley Park's behalf. Our developer recruitment process includes:

1. Introductory emails and opportunity packages are sent to developers.
2. Personal telephone calls are placed to measure interest level.
3. Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes.
4. A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

Retail 360®: Deliverables

Recruiting Retailers & Developers

Retail Conferences

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events.

We will assist in marketing Tinley Park, and its vacancies and sites, to retailers, developers, and brokers at retail industry conferences attended.



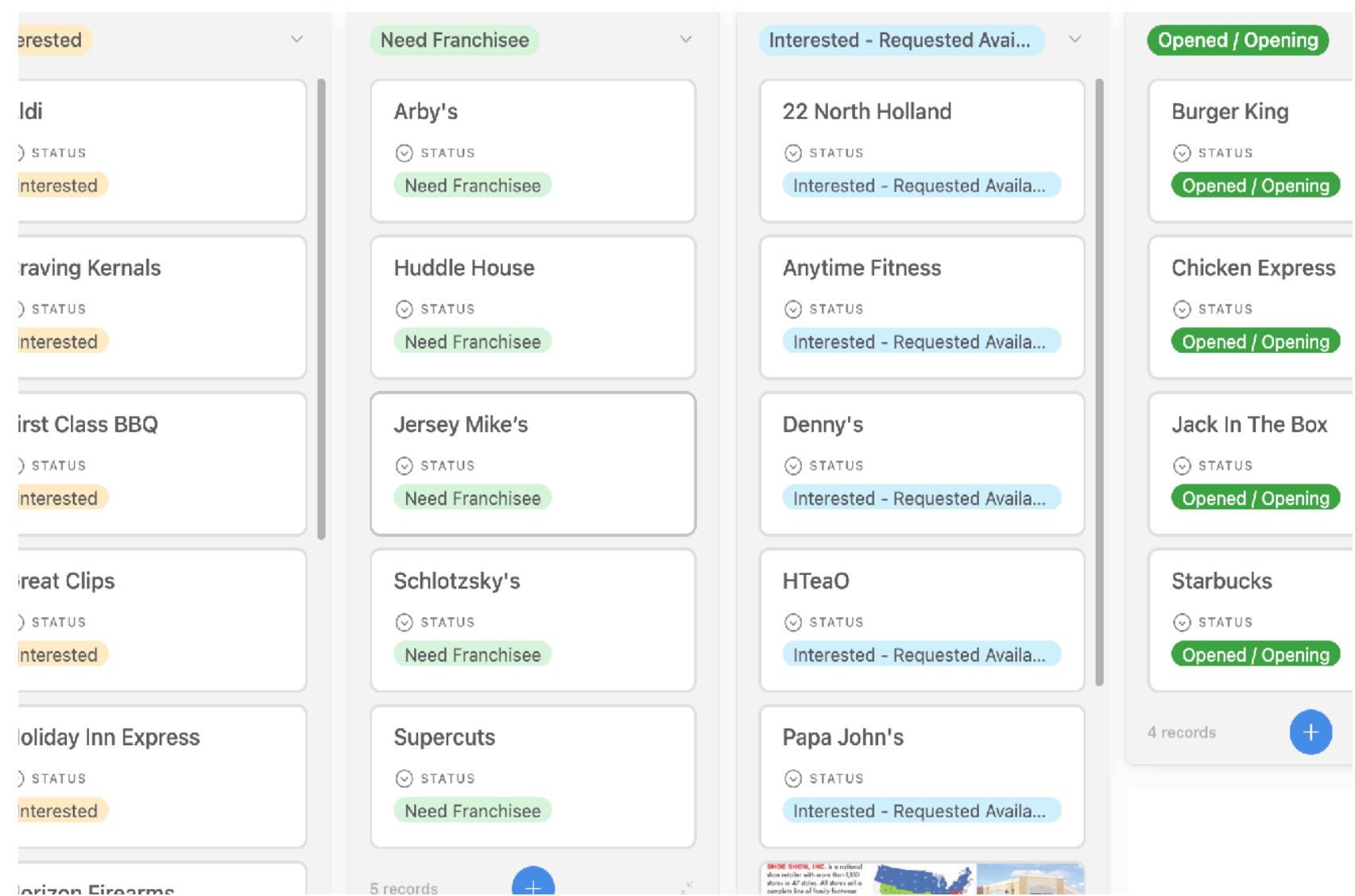
Retail 360®: Deliverables

Recruiting Retailers & Developers

Retail Recruitment Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where Village staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

Once recruitment has begun, we will set up a recurring monthly meeting with staff to review ongoing recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.



Retail 360®: Deliverables

Ongoing Retail Coaching

Retail Coaching

We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

We will provide ongoing coaching and support for retail recruitment activities for Tinley Park.



Project Pricing

Retail Recruitment & Development Services

Term

12 Months

Work Fees

The total fee for completion of work is **\$40,000**, payable in three installments:

- \$15,000 upon execution of the agreement;
- \$15,000 at 90 days following execution of agreement; and
- \$10,000 at 180 days following execution of agreement.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be no more than \$3,000 (not to exceed amount). Reimbursable expenses include all travels costs, including airfare or mileage, meals, hotel, rental car, etc.

All Work Fees and Project Expenses are payable 30 days following receipt of the invoice.

Optional Contract Extension:

If the Tinley Park elects to extend the agreement, the additional fee shall be \$35,000 for each additional 12 month period of data updates, ongoing recruitment, monthly recruitment updates, and coaching.



Contact Information:

C. Kelly Cofer, CCIM

Founder & CEO

ckcofer@theretailcoach.net

662.401.4327



RAFFLE LICENSE APPLICATION



Date: January 10, 2025

1. Organization name: St. George Church Men's Clun
2. Organization address: 6707 W 175th Street Tinley Park IL 60477
3. Mailing address if different from above:
4. Check type of not-for-profit organization (*must be in existence for a period of five years and attached documentary evidence*):

☒ Religious	☐ Charitable	☐ Labor	☐ Fraternal
☐ Educational	☐ Veterans	☐ Business	
5. How long has the organization been in existence: 90 Years
6. Place and date of incorporation: Illinois 1934
7. Number of members in good standing: 2,600
8. President/chairperson: Tim Keating
Address: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]
9. Raffle manager: Stanley Grant
Address: [REDACTED]
Phone: [REDACTED] Email: [REDACTED]
10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):
Name: Stanley Grant
Address: [REDACTED] Phone: [REDACTED]

13. Location of ticket sales: Church Narthex - 6707 W 175th Street Tinley Park IL 60477

14. Name and address of location for determining winners:
Church Narthex

15. Date(s) for determining winners (include days of the week):
February 20, 2025

16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 1000.00

17. Maximum retail value of each prize: \$ 750.00

18. Maximum price charged of each ticket (chance) sold: \$ 20.00

19. Is this a queen of hearts raffle? ☒ No ☐ Yes

20. § 132.38 Fidelity Bond Required

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

☐ Fidelity bond ☒ Waiver of bond statement by organization

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

Name of Organization: St. George Church Men's Club

Executive Director: Tim Keating

TO BE COMPLETED BY VILLAGE STAFF

Date Received: January 10, 2025

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

WAIVING FIDELITY BOND - SAMPLE LETTER

PLEASE NOTE - YOUR LETTER MUST BE SIGNED BY TWO (2) BOARD MEMBERS

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

Mail to:

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

OR

Email to:

Clerk's Office
clerksoffice@tinleypark.org

Dear Clerk:

Included with the Raffle Application, the ST. GEORGE CHURCH MEN'S CLUB Board submits this letter in response to the fidelity bond requirement, for the TV RAFFLE fundraising event, concluding on 2/20/25.

The ST. GEORGE CHURCH MEN'S CLUB Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond.

If you have any questions, please contact RENÉE BEEMSTERLOER at 708-532-2243.

Sincerely,

Name

Title: BUSINESS MANAGER

Name

Title: Admin. Asst.

RAFFLE LICENSE APPLICATION



Date: January 14, 2025

1. Organization name: St. George School
2. Organization address: 6700 W. 176th Street Tinley Park IL 60477
3. Mailing address if different from above:

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

☐ Religious	☐ Charitable	☐ Labor	☐ Fraternal
☒ Educational	☐ Veterans	☐ Business	
5. How long has the organization been in existence: 90 years
6. Place and date of incorporation: 1934 - Illinois
7. Number of members in good standing: 2,660
8. President/chairperson: Charlotte Pratl
Address: 6700 W. 176th Street Tinley Park IL 60477
Phone: 708-532-2243 Email: cprat1@stgeorgeschool.org
9. Raffle manager: Renee Beemsterboer
Address: [REDACTED]
Phone: [REDACTED] Email: rbeemsterboer@stgeorge60477.org
10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):
Name: Charlotte Pratl
Address: 6700 W. 176th Street Tinley Park IL 60477 Phone: 708-532-2626
Name: Renee Beemsterboer
Address: [REDACTED] Phone: [REDACTED]
11. License delivery option (check all that apply):
☐ By regular U.S. mail to the organization mailing address
☒ By electronic mail, please provide email address: rbeemsterboer@stgeorge60477.org
12. Date(s) for raffle ticket sales (include days of the week): Every day through 3/22/25

13. Location of ticket sales: St. George School & Church
14. Name and address of location for determining winners:
St. George School 6700 W 176th Street Tinley Park IL 60477
15. Date(s) for determining winners (include days of the week):
Saturday March 22, 2025
16. Total retail value of all prizes (maximum prize amount \$250,000): \$ 19,500.00
17. Maximum retail value of each prize: \$ 10,000.00
18. Maximum price charged of each ticket (chance) sold: \$ 20.00
19. Is this a queen of hearts raffle? ☒ No ☐ Yes
20. § 132.38 Fidelity Bond Required

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

☐ Fidelity bond ☐ Waiver of bond statement by organization

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

Name of Organization: _____

Executive Director: _____

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____

Date Approved: _____

Date Expires: _____

Date Denied: _____

Approval: _____

Village Clerk

APPROVED APPLICATION SERVES AS LICENSE

WAIVING FIDELITY BOND - SAMPLE LETTER

PLEASE NOTE - YOUR LETTER MUST BE SIGNED BY TWO (2) BOARD MEMBERS

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

Mail to:

Village Clerk

Village of Tinley Park

16250 Oak Park Avenue

Tinley Park, IL 60477

Email to:

Clerk's Office

clerksoffice@tinleypark.org

OR

Dear Clerk:

Included with the Raffle Application, the ST. GEORGE SCHOOL Board submits this letter in response to the fidelity bond requirement, for the STRIKE IT RICH! RAFFLE fundraising event, concluding on 3/22/25.

The ST. GEORGE SCHOOL Board is aware of the risks and has unanimously voted in favor of waiving the fidelity bond.

If you have any questions, please contact RENEE BEENSTEDT at 708-532-2243

Sincerely,

Name:

Title: BUSINESS MGR.

Name:

Title: Administrative Asst

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210793	1/10/2025	014739 3M	9431951436		3M HIGH INTENSITY PRISMATIC RE	
					01-26-023-73830	720.59
			9431951437		3M ELECTROCUT FILM, GREEN NC	
					01-26-023-73830	2,255.40
			9432012538		3M HIGH INTENSITY PRISMATIC RE	
					01-26-023-73830	576.48
					Total :	3,552.47
210794	1/10/2025	021985 7-ELEVEN	072024		CAR WASH - PD - BILL# 81001584 7	
					01-17-205-72540	219.00
			082024		CAR WASH - PD - BILL# 81001584 8	
					01-17-205-72540	264.00
			092024		CAR WASH - PD - BILL# 81001584 9	
					01-17-205-72540	315.00
			102024		CAR WASH - PD - BILL# 81001584 9	
					01-17-205-72540	291.00
		112024		CAR WASH - PD - BILL# 81001584 1		
				01-17-205-72540	150.00	
		122024		CAR WASHES - PD DECEMBER 202		
				01-17-205-72540	189.00	
				Total :	1,428.00	
210795	1/10/2025	003473 A T & T MOBILITY	287322524764X1227202		ACCT# 287322524764 TP PD 708.57	
					01-11-000-72120	0.93
					01-12-000-72120	0.93
					01-14-000-72120	0.93
					01-15-000-72120	0.93
					01-16-000-72120	0.93
					01-17-205-72120	0.93
					01-19-000-72120	0.93
					01-21-000-72120	0.93
					01-26-023-72120	0.92
					01-26-025-72120	0.93
					01-33-000-72120	0.93
					01-35-000-72120	0.93
					60-00-000-72120	0.60

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210795	1/10/2025	003473 A T & T MOBILITY	(Continued)		63-00-000-72120	0.06
					64-00-000-72120	1.39
					01-42-000-72120	0.93
					Total :	14.13
210796	1/10/2025	012659 ADVANCE AUTO PARTS	6717435380230		CHAMPION SPARK PLUG - POLICE	
					01-17-205-72540	61.68
					Total :	61.68
210797	1/10/2025	014341 AFTERMATH, INC.	JC2024-3638		CLEANING - VOMIT IN SQUAD CAR	
					01-17-205-73600	300.00
					Total :	300.00
210798	1/10/2025	002856 AIRY'S, INC	51046		*EMERGENCY* WATER MAIN BREA	
					60-00-000-72745	2,502.80
					63-00-000-72745	2,502.80
					64-00-000-72745	2,145.27
			51047		*EMERGENCY* WATER MAIN BREA	
					60-00-000-72745	1,349.88
					63-00-000-72745	1,349.88
					64-00-000-72745	1,157.05
					Total :	11,007.68
210799	1/10/2025	011055 AL WARREN OIL CO INC	W1701695		VP ULTRA POWER GOLD ANTIFRE	
					60-00-000-73535	41.65
					63-00-000-73535	13.88
					64-00-000-73535	23.80
					01-26-023-73535	79.36
					01-17-205-73535	79.33
					01-19-000-73535	79.33
			W1712479		DIESEL FUEL USED 12/11-12/30/24	
					01-19-000-73545	1,800.44
					60-00-000-73545	288.72
					63-00-000-73545	72.18
					64-00-000-73545	154.67
					01-26-023-73545	2,820.29

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210799	1/10/2025	011055 AL WARREN OIL CO INC	(Continued)			
					01-26-025-73545	355.89
					01-21-000-73530	111.55
					01-14-000-73531	161.42
			W1712480		N.I., GAS USED 12/11-12/30/24	
					01-17-205-73530	9,977.65
					01-19-000-73530	991.00
					01-21-000-73530	837.76
					60-00-000-73530	931.06
					63-00-000-73530	232.76
					64-00-000-73530	498.78
					01-26-023-73530	1,436.12
					01-26-025-73530	859.09
					01-33-310-73530	172.60
					01-12-000-73530	146.78
					01-14-000-73532	31.15
					01-14-000-73531	5,454.01
					01-42-000-73530	588.31
					Total :	28,239.58
210800	1/10/2025	020879 AMAZON CAPITAL SERVICES, INC.	13L4-VWCW-9LLQ		POST-IT POP-UP NOTES ORDER #	
					60-00-000-73110	7.20
					63-00-000-73110	0.86
					64-00-000-73110	3.45
					01-26-023-73110	11.51
					01-26-025-73110	5.76
			13L4-VWCW-MY7D		LEVIS MENS 505 REGULAR FIT JE/	
					01-26-025-73610	86.38
			144N-N4YW-Q9YD		TRODAT PRINTY 4750 DATE STAMP	
					60-00-000-73110	4.13
					63-00-000-73110	0.50
					64-00-000-73110	1.98
					01-26-023-73110	6.60
					01-26-025-73110	3.29
			14GD-R6WQ-3RMP		CARHARTT MENS RUGGED FLEX I	
					01-26-025-73610	49.99
			14WL-WF6Y-FYJQ		CARHARTT MENS RUGGED FLEX J	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210800	1/10/2025	020879	AMAZON CAPITAL SERVICES, INC.			
			(Continued)			
					01-26-025-73610	116.38
			167N-DVTV-G3PW		RETURN: CARHARTT MENS RUGG	
					01-26-025-73610	-58.19
			171N-JFGY-9RWD		PANDRI FILE FOLDERS 120 PACK (	
					01-12-000-73110	24.29
			1HJJ-J7FN-TG7K		HYDRAHYDE WINTER WORK GLO'	
					60-00-000-73845	72.54
					63-00-000-73845	8.70
					64-00-000-73845	34.82
					01-26-023-73845	116.06
					01-26-025-73845	58.04
					60-00-000-73845	65.20
					63-00-000-73845	7.82
					64-00-000-73845	31.30
					01-26-023-73845	104.32
					01-26-025-73845	52.16
					60-00-000-73845	13.04
					63-00-000-73845	1.56
					64-00-000-73845	6.26
					01-26-023-73845	20.86
					01-26-025-73845	10.44
					60-00-000-73845	78.24
					63-00-000-73845	9.39
					64-00-000-73845	37.56
					01-26-023-73845	125.18
					01-26-025-73845	62.59
					60-00-000-73845	83.37
					63-00-000-73845	10.00
					64-00-000-73845	40.02
					01-26-023-73845	133.39
					01-26-025-73845	66.70
			1JJD-KDHJ-7H3W		CARHARTT MENS RUGGED FLEX	
					01-26-025-73610	229.16
			1KLC-L499-WDL4		VEVOR BULL CONCRETE FLOAT O	
					01-26-023-73410	151.99
			1LFR-RDNL-7NGP.		AT-A-GLANCE 2025 DESK CALEND.	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210800	1/10/2025	020879	AMAZON CAPITAL SERVICES, INC.		(Continued)	
					01-42-000-73870	9.40
			1VKK-ND4V-PGCT		FANTTIK T8 MAX JUMP STARTER C	
					30-00-000-74150	139.97
			1W3V-VL3N-G1MD		LEVOIT OASISMIST HUMIDIFIER, H	
					01-21-210-73110	142.43
			1W7F-TG9W-G1P3		RETURN: CARHARTT MENS RUGG	
					01-26-025-73610	-58.19
			1XC9-FJL9-61Q9		HIDB TV ANTENNA ORDER #113-22	
					30-00-000-75110	24.89
			1Y69-M7PV-4WY1		TRANSITIONS2EARTH BIODEGRAI	
					01-41-056-72937	249.86
					Total :	2,403.20
210801	1/10/2025	016616	AMERICAN MEDICAL RESPONSE	11084	EMS SERVICE AGREEMENT - 12/1-	
				VTP-020873	01-21-000-72856	47,599.27
					Total :	47,599.27
210802	1/10/2025	002628	AMERICAN WATER	123124	SEWER TREATMENT SERVICE - BF	
					64-00-000-73225	67,999.50
					Total :	67,999.50
210803	1/10/2025	021015	AMERIGAS PROPANE LP	3171603575	ACCT# 204047587 - APP&S SERVIC	
					01-35-000-72954	150.00
			3171635524		ACCT# 204047587 - PROPANE SITE	
					01-35-000-72954	1,345.50
			3171667682		ACCT# 204047587 PROPANE HOLII	
					01-35-000-72954	1,345.50
			317603577		ACCT# 204047587 APP&S SERVICE	
					01-35-000-72954	150.00
					Total :	2,991.00
210804	1/10/2025	011720	APWA	000861163	PUBLIC WORKS GROUP MEMBER	
				VTP-021194	01-26-023-72720	1,919.58
				VTP-021194	01-26-025-72720	222.56
				VTP-021194	60-00-000-72720	222.56
				VTP-021194	63-00-000-72720	222.56

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210804	1/10/2025	011720 APWA	(Continued)	VTP-021194	64-00-000-72720	194.74
					Total :	2,782.00
210805	1/10/2025	003359 BACKFLOW SOLUTIONS INC	9856	VTP-021191	CROSS CONNECTION CONTROL P 60-00-000-72790	5,394.26
					Total :	5,394.26
210806	1/10/2025	020345 BASELINE INC	15853-2025		1YR BASEMANAGER PLUS SVC FC 01-26-023-72655	219.00
					Total :	219.00
210807	1/10/2025	016817 BEVERLY SNOW AND ICE INC	74500	VTP-021067	MUNICIPAL PARKING LOT SNOW R 01-26-023-72785	31,440.00
					Total :	31,440.00
210808	1/10/2025	020603 BILL FIGEL PUBLIC RELATION LLC	031	VTP-020806	PUBLIC RELATIONS FEE FY25 - DE 01-14-000-72790	1,500.00
					Total :	1,500.00
210809	1/10/2025	021219 BS&A SOFTWARE LLC	157647		TIMESHEET CLOUD SAAS - IMPLI 30-00-000-74167	300.00
					Total :	300.00
210810	1/10/2025	018060 CELTIC COMMERCIAL PAINTING,LLC	12699		PAINTING WORK - POLICE SERGE 01-26-025-72520	1,580.00
					Total :	1,580.00
210811	1/10/2025	014026 CHANDLER SERVICES CORPORATION	30481		FIRE ENGINE #E47 - REGULATOR 01-19-000-72540	481.99
			30488		*EMERGENCY REPAIRS* ENGINE # 01-19-000-72540	7,426.78
					Total :	7,908.77
210812	1/10/2025	018325 CHICAGO TRIBUNE COMPANY LLC	197792300		ACCT#197792300 SOUTHTOWN PF 01-17-205-72720	154.99
					Total :	154.99

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210813	1/10/2025	013820 CINTAS CORPORATION	5246475002		MEDICINE CABINET - PD 01-26-025-73117	70.71
			5246717101		MEDICINE CABINET - FD #48 01-26-025-73117	11.46
			5246717102		MEDICINE CABINET - PW GARAGE 01-26-025-73117	185.80
					Total :	267.97
210814	1/10/2025	013892 COMED	6979017000		ACCT#6979017000 TRAFFIC SIGNA 01-26-025-72510	2,714.56
					Total :	2,714.56
210815	1/10/2025	013878 COMED - COMMONWEALTH EDISON	0641953000		ACCT#0641953000 16301 CENTRA 60-00-000-72510	47.19
			1438968503		63-00-000-72510 ACCT#1438968503 17368 68TH CT 01-26-025-72510	47.19
			2520206351		ACCT#2520206351 17348 66TH CT 01-26-025-72510	117.61
			3166832000		ACCT#3166832000 8317 AMBERLY 01-26-025-72510	28.60
			5112535000		ACCT#5112535000 17048 OPA 11/20 01-26-025-72510	69.73
			5851937000		ACCT#5851937000 7813 174TH ST 64-00-000-72510	41.55
			6804825000		ACCT#6804825000 6720 SOUTH ST 01-26-025-72510	95.15
			7268242222		ACCT#7268242222 7053 W 183RD S 01-26-025-72510	1,491.47
			8034667000		ACCT#8034667000 7000 W 183RD S 01-26-025-72510	89.40
			8920653000		ACCT#8920653000 6761 NORTH ST 01-26-025-72510	58.99
			9294051222		ACCT#9294051222 17529 66TH AVE 01-26-025-72510	399.12
			9356723333		ACCT#9356723333 8950 175TH ST 60-00-000-72510	45.94
						44.85

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Voucher List
Village of Tinley Park

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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210815	1/10/2025	013878	013878 COMED - COMMONWEALTH EDISON (Continued)		Total :	2,576.79
210816	1/10/2025	013878	COMED - COMMONWEALTH EDISON	2477476000	ACCT#2677476000 17495 S LAGRA 01-26-023-72510	26.50
				2520206351	ACCT#2520206351 17348 66TH CT 01-26-025-72510	28.31
				2520206351	ACCT#2520206351 17348 66TH CT 01-26-025-72510	30.87
				2520206351	ACCT#2520206351 17348 66TH CT 01-26-025-72510	54.63
				2520206351	ACCT#2520206351 17348 66TH CT 01-26-025-72510	27.12
				2655034000	ACCT#2655034000 17238 OPA 11/2 12-00-000-72510	26.50
				4186676000	ACCT#4186676000 8800 183RD ST 60-00-000-72510	49.15
				6754025000	ACCT#6754025000 6750 SOUTH ST 12-00-000-72510	12.46
				6836637000	ACCT#6836637000 17231 OPA 11/2 12-00-000-72510	22.69
				9173342222	ACCT#9173342222 1 E OPA NORTH 70-00-000-72510	94.57
				9666518111	ACCT#9666518111 9550 W 183RD S 64-00-000-72510	335.16
					Total :	707.96
210817	1/10/2025	013878	COMED - COMMONWEALTH EDISON	3990087000	ACCT#3990087000 17301 80TH AVE 01-26-025-72510	15.07
				3990087000	ACCT#3990087000 17301 80TH AVE 01-26-025-72510	15.31
				3990087000	ACCT#3990087000 17301 80TH AVE 01-26-025-72510	17.92
				3990087000	ACCT#3990087000 17301 80TH AVE 01-26-025-72510	16.82
				3990087000	ACCT#3990087000 17301 80TH AVE 01-26-025-72510	22.45
				3990087000	ACCT#3990087000 17301 80TH AVE	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210817	1/10/2025	013878	COMED - COMMONWEALTH EDISON	(Continued)	01-26-025-72510	21.73
					Total :	109.30
210818	1/10/2025	018311	CONNECTION	52-1837891	PD FLASH DRIVES 64GB USB 3.2G	
					01-17-225-73600	780.00
					Total :	780.00
210819	1/10/2025	012410	CONSERV FS, INC.	66061887	STRUCTRON DRAIN SPD, STRUCT	
					01-26-023-73410	129.98
					Total :	129.98
210820	1/10/2025	018234	CORE & MAIN LP	W037907	SPRINKLER REPAIR MATERIALS	
				VTP-021110	01-19-000-72520	865.77
			W099905		MAIN BREAK CLAMPS	
				VTP-021178	60-00-000-73630	1,062.56
				VTP-021178	63-00-000-73630	118.06
				VTP-021178	64-00-000-73630	505.98
				VTP-021178	60-00-000-73630	599.82
				VTP-021178	63-00-000-73630	66.65
				VTP-021178	64-00-000-73630	285.63
			W176600		BRASS 45S - NO LEAD	
					60-00-000-73630	101.42
					63-00-000-73630	11.27
					64-00-000-73630	48.29
					60-00-000-73630	6.40
					63-00-000-73630	0.71
					64-00-000-73630	3.05
			W195228		BRASS 45S - NO LEAD	
					60-00-000-73630	144.15
					63-00-000-73630	16.02
					64-00-000-73630	68.64
					60-00-000-73630	9.22
					63-00-000-73630	1.02
					64-00-000-73630	4.39
			W217831		MISC MATERIAL - CPLG STRONGB	
					64-00-000-73790	319.55

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210820	1/10/2025	018234018234 CORE & MAIN LP	(Continued)		Total :	4,238.60
210821	1/10/2025	021974 CRASH CHAMPIONS LLC	235006854		AUTOBODY REPAIR TO UNIT #29	
				VTP-021158	60-00-000-72540	1,168.13
				VTP-021158	63-00-000-72540	389.38
				VTP-021158	60-00-000-72540	973.56
				VTP-021158	63-00-000-72540	324.52
				VTP-021158	64-00-000-72540	1,223.82
					Total :	4,079.41
210822	1/10/2025	003635 CROSSMARK PRINTING INC	98087		FIELD DIRECTOR 2025, COMPOSIT	
					01-17-205-72310	1,063.00
					Total :	1,063.00
210823	1/10/2025	021328 CULLEN CONSTRUCTION MANAGEMEN 3734			HARMONY SQUARE -PROFESSION	
				VTP-021001	75-00-002-72742	21,585.52
					Total :	21,585.52
210824	1/10/2025	021984 DATACOM	10519		UNIFORM CRIMINAL COMPLIANT F	
					01-17-220-72655	499.00
					Total :	499.00
210825	1/10/2025	004009 EAGLE UNIFORM CO INC	20064-3		UNIFORM ITEMS - JEREMY SELLEF	
			20185-3	VTP-020954	01-19-000-73610	138.50
			20702-3	VTP-020954	UNIFORM ITEMS - JESSICA CHAPL	
					01-19-000-73610	248.11
					RETURN: PARAGON PLUS M/LS WI	
				g	01-19-000-73610	-37.50
					Total :	349.11
210826	1/10/2025	021799 ECO LIGHTING SERVICES & TECH	21784		INTERIOR LIGHTING PROJECT AT	
				VTP-020970	30-00-000-75909	88,342.50
					Total :	88,342.50
210827	1/10/2025	004152 ECOLAB PEST ELIMINATION INC.	6915568		COCKROACH/RODENT PROGRAM/	
			6915569		01-26-025-72790	638.25
					COCKROACH/RODENT PROGRAM	
					01-26-025-72790	86.48

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210827	1/10/2025	004152	004152 ECOLAB PEST ELIMINATION INC.	(Continued)		Total : 724.73
210828	1/10/2025	004010	ED & JOE'S PIZZA	120624	TOURISIM MEETING W/LIVE NATIC 01-35-000-72220	87.09
					Total :	87.09
210829	1/10/2025	004033	EFFECTIVE SIGNS	24-00-604	DESIGN, FABRICATE & INSTALL "DI 01-33-310-72847	590.00
					Total :	590.00
210830	1/10/2025	019561	ENDLESS COMMUNICATIONS USA LLC	DG-3015	PUSH TO TALK LTE DATA RADIO S\N 01-42-000-72550	45.89
					Total :	45.89
210831	1/10/2025	020508	ENTERPRISE FLEET MANAGEMENT	FBN5210109	DECEMBER '24 ENT FLT MGMT 5S, 30-00-000-96141	2,900.45
				FBN5224864	JANUARY '25 ENT FLT MGMT 5S, 5C 30-00-000-96141	5,714.76
					01-26-023-72860	173.00
					30-00-000-96141	3,746.19
					01-26-023-72860	173.00
					30-00-000-96141	598.47
				FBN5227440	JANUARY '25 ENT FLT MGMT 63E, 30-00-000-96141	1,668.78
					01-26-023-72860	9.20
					30-00-000-96141	1,388.30
				FBN5235688	JANUARY '25 ENT FLT MGMT 10C, 1 30-00-000-96141	1,772.97
				FBN5235757	JANUARY '25 ENT FLT MGMT 70, 75 30-00-000-96141	2,664.27
				FBN5235790	JANUARY '25 ENT FLT MGMT 2301, 30-00-000-96141	2,702.22
				FBN5235832	JANUARY '25 ENT FLT MGMNT 1W, 60-00-000-20201	722.18
					30-00-000-96141	659.34
					60-00-000-20201	1,917.49
					30-00-000-96141	1,524.43

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210831	1/10/2025	020508 ENTERPRISE FLEET MANAGEMENT	(Continued)			
			FBN5235841		60-00-000-20201 JANUARY '25 ENT FLT MGMT 72	1,099.86
			FBN5235874		30-00-000-96141 JANUARY '25 ENT FLT MGMT 12D, ;	659.31
					30-00-000-96141	3,237.05
					Total :	33,331.27
210832	1/10/2025	004119 ETP LABS INC.	24-137566		COLIFORM SAMPLES	
					60-00-000-72865	1,279.60
					63-00-000-72865	548.40
			24-137620		COLIFORM SAMPLES	
					60-00-000-72865	943.60
					63-00-000-72865	404.40
					Total :	3,176.00
210833	1/10/2025	004019 EVON'S TROPHIES & AWARDS	091124		AIR P2394 - VETERANS COMM - BL	
			091124		01-41-050-72920 VETERANS COMM - NORM - CLOC	133.68
					01-41-050-72920	294.32
					Total :	428.00
210834	1/10/2025	013540 FRIAS, ROBERTO	102824		REIM: MEALS/TRANSPORATION TI	
					01-17-220-72140	93.13
					01-17-205-72140	231.65
			110724		REIM: MEALS/TRAVEL EXPENSE -	
					01-17-220-72140	199.10
					Total :	523.88
210835	1/10/2025	002877 G. W. BERKHEIMER CO., INC.	7847318		VENTER MOTOR	
					01-26-025-72520	258.49
			7848262		UDAP/UDAS IGNITOR ELECTRODE	
					01-26-025-72520	395.03
			7849988		UDAP/UDAS CIRCUIT BOARD, VEN	
					01-26-025-72520	1,121.56
					Total :	1,775.08

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210836	1/10/2025	011508 GALATI, DAVID	111-2199091-9921827		REIM: BATES MEN'S 8" ULTRALITE 01-26-025-73610	120.67
					Total :	120.67
210837	1/10/2025	015688 GILGENBERG, MICHAEL	120524		REIM: GAS NEEDED TO DRIVE TO 01-19-000-73530	92.32
					Total :	92.32
210838	1/10/2025	012943 GODETTE CUSTODIAN, LAURA	010625		REPLENISH PETTY CASH 01-98-000-99000 01-41-056-72937 01-14-000-73110 01-11-000-72220	117.37 44.88 15.35 20.00
					Total :	197.60
210839	1/10/2025	004538 GOLDY LOCKS INC	63600450		SINGLE CUT DUPLICATE KEY 01-26-025-73840	9.75
					Total :	9.75
210840	1/10/2025	004438 GRAINGER	9351450698		STRAIGHT LADDER 10FT, FIBERGL 60-00-000-73410 63-00-000-73410 64-00-000-73410	343.51 38.17 163.58
			9359341311		STEP LADDER FG 8FT 01-26-023-73410	250.61
					Total :	795.87
210841	1/10/2025	020188 GRIFFIN WILLIAMS MCMAHON WALSH	22243		LEGAL SVCS AND LITIGATION - 9/4 01-14-000-72850	19,438.00
			22248		LEGAL SVCS AND LITIGATION - TH 01-14-000-72850	1,277.50
			22249		LEGAL SERVICES PROVIDED - CAS 01-14-000-72850	5,894.50
			22250		LEGAL SERVICES PROVIDED - CAS 01-14-000-72850	1,384.92
					Total :	27,994.92

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210842	1/10/2025	014491 HANSEN DOOR INC	13416	VTP-021190	REMOVAL AND INSTALLATION ELE 01-26-025-72520	2,950.00
Total :						2,950.00
210843	1/10/2025	019792 HEIDELBERG MATERIALS MIDWEST	43621674		BED/BACKFILL SVC 12/18/24 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	173.36 19.26 82.55 137.59 45.86
			43624274		BED/BACKFILL SVC 12/19/24 60-00-000-73860 63-00-000-73860 64-00-000-73860 01-26-023-73860 70-00-000-73860	638.62 70.96 304.10 506.84 168.94
Total :						2,148.08
210844	1/10/2025	018696 HENRY'S HOUSE OF DECORATED	1853	VTP-020888	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	225.00
			1863	VTP-020888	BLANKET P.O. UNIFORMS-CLASS I 01-19-000-73610	1,190.00
			1866	VTP-021147	PW MAINTENANCE STAFF UNIFORMS 60-00-000-73610	2,236.32
				VTP-021147	63-00-000-73610	425.97
				VTP-021147	64-00-000-73610	1,140.98
				VTP-021147	01-26-023-73610	5,497.92
				VTP-021147	01-26-025-73610	2,790.51
Total :						13,506.70
210845	1/10/2025	001487 HOMEWOOD DISPOSAL SERVICE	9170593		HWD TSF GARBAGE TONS TKTS # 01-26-023-72890	1,297.60
Total :						1,297.60
210846	1/10/2025	015497 ILLINOIS SECRETARY OF STATE	123024		RENEWAL PLATES IL609163 & ILAF 01-17-205-72860	322.00

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210846	1/10/2025	015497	015497 ILLINOIS SECRETARY OF STATE	(Continued)		Total : 322.00
210847	1/10/2025	005186	INTERSTATE BATTERY SYSTEM	358128	SLA1005 BATTERY - POLICE BACK 01-17-205-72540	139.75
					Total :	139.75
210848	1/10/2025	005266	J.M.D. SOX OUTLET, INC.	20240929	WORK CLOTHES - BRUCE BRODA 01-26-023-73610	185.81
				20240930	WORK CLOTHES - JELEN HACKA - 01-26-023-73610	299.92
				20240940	WORK CLOTHES - ARMANDO ANC 01-26-023-73610	185.95
				20240941	WORK CLOTHES - TYLER LORENC 01-26-025-73610	349.73
				20240946	WORK CLOTHESE - CLIFF EATON - 01-26-025-73610	19.80
				20240947	WORK CLOTHES - ROB VRASTIL - 01-26-023-73610	115.96
				20240969	WORK CLOTHES - CLIFF EATON - I 01-26-025-73610	115.93
				20240990	WORK CLOTHES - KEVIN MCCART 01-26-025-73610	208.82
				20240991	WORK CLOTHES - SCOTT UDAYKE 01-26-025-73610	520.65
					Total :	2,002.57
210849	1/10/2025	021949	KARL CHEVROLET INC	370238	SLICK TOP 2024 CHEVROLET TAHOE 30-00-000-74223	50,135.20
				370239	2024 CHEVROLET TAHOE 4WD 4DR 30-00-000-74223	50,135.20
					Total :	100,270.40
210850	1/10/2025	021359	KASPER, MICHAEL J	010125	VILLAGE LEGAL REPRESENTATION 01-14-000-72850	5,000.00
					Total :	5,000.00
210851	1/10/2025	021943	KIMBALL MIDWEST	102908787	STOCKED REPAIRS & MAINTENANCE	

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210851	1/10/2025	021943 KIMBALL MIDWEST	(Continued)			
			102908790	VTP-021153	01-19-000-72540 STOCKED REPAIRS & MAINTENAN	1,319.76
			102908792	VTP-021153	01-19-000-72540 STOCKED REPAIRS & MAINTENAN	1,349.61
			102930922	VTP-021153	01-19-000-72540 CREDIT FOR INVOICE 102908790 -	1,349.61
			109208782		01-19-000-72540 STOCKED REPAIRS & MAINTENAN	-31.66
				VTP-021153	01-19-000-72540	1,349.61
					Total :	5,336.93
210852	1/10/2025	005379 KLEIN, THORPE & JENKINS, LTD	246594		LGL SVC ADMINISTRATIVE HEARIN	
					01-14-000-72876	580.50
					Total :	580.50
210853	1/10/2025	017603 LAKESIDE CONSULTANTS	Tp-010225		THIRD PARTY ENGINEERING REVII	
				VTP-020929	01-33-300-72790	11,570.21
					Total :	11,570.21
210854	1/10/2025	021856 LESIAK, ALEXANDER	121824		REIM: GASOLINE NEEDED FOR UT	
					01-19-000-73530	24.00
					Total :	24.00
210855	1/10/2025	014402 LEXISNEXIS RISK DATA MNGMNT	1038013-1100062048		NOVEMBER 2024 MINIMUM COMMI	
					01-17-225-72852	150.00
					Total :	150.00
210856	1/10/2025	021103 LIBERA, JAMES	01132025		ENTERTAINMENT SERVICES 1/13/2	
					01-42-000-72954	600.00
					Total :	600.00
210857	1/10/2025	006559 LINDE GAS & EQUIPMENT INC	47080976		CUST#71784874 - INDUST ACETYL	
					60-00-000-73730	22.30
					63-00-000-73730	22.30
					64-00-000-73730	19.12
					01-26-023-73730	63.72

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210857	1/10/2025	006559 LINDE GAS & EQUIPMENT INC	(Continued)		01-26-025-73730	31.87
					Total :	159.31
210858	1/10/2025	018385 LUCKY HOT DOGS, INC.	121024		MEAL VOUCHERS FOR STAFF AT H 01-35-000-72954	111.00
					Total :	111.00
210859	1/10/2025	001439 M & M AUTO GLASS & UPHOL.SERV.	530196		RIGHT DOOR GLASS - UNIT #12 01-26-023-72540	225.00
					Total :	225.00
210860	1/10/2025	007100 M. E.SIMPSON COMPANY, INC	43609	VTP-021111	WATER ASSESSMENT AND LEAK D 60-00-000-72790	812.00
					Total :	812.00
210861	1/10/2025	020322 MASTER AUTO SUPPLY	15030-149510		AUXILIARY LAMP - LICENSE PLATE 01-26-023-72540	9.16
			15030-149512		STABILIZER BAR LINK KIT - POLICE 01-17-205-72540	28.97
					Total :	38.13
210862	1/10/2025	005844 MCDONALD'S	010325		DECEMBER '24 PRISONER MEALS 01-17-220-72230	186.49
					Total :	186.49
210863	1/10/2025	021893 MEADE, INC.	711126		2022 TRAFFIC SIGNAL MAINTENAN 01-26-025-72775	604.74
					Total :	604.74
210864	1/10/2025	006074 MENARDS	68062		ACCT# 30860355 - 105CT LED FACI 01-19-000-73870	80.95
			69295		ACCT# 30860257 - COMPUTER SPE 01-26-025-73110	18.97
			69331		ACCT# 30860257 - 7-FIN OIL FILLEI 60-00-000-72528	34.99
					63-00-000-72528	34.99
			69365		ACCT# 30860257 - 3PK LOWCUT C	

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210864	1/10/2025	006074 MENARDS	(Continued)			
			69442		01-26-023-73610 ACCT# 30860257 - 5 GALLON MEN/	105.93
					63-00-000-73840	4.18
					64-00-000-73840	7.16
					60-00-000-73840	12.54
			69481		RETURN: COMPUTER SPEAKER R	
				g	01-26-025-73110	-7.99
			69483		ACCT# 30860257 - 8.5X11 #2 KRAF	
					60-00-000-73110	1.12
					63-00-000-73110	0.12
					64-00-000-73110	0.53
					01-26-023-73110	1.77
					01-26-025-73110	0.90
			69484		ACCT# 30860257 - 4000PSI QC SPF	
					60-00-000-73410	10.39
					63-00-000-73410	1.15
					64-00-000-73410	4.95
			69493		ACCT# 30860257 - 10-24 NYL LOCK	
					01-26-025-72520	6.98
			69525		ACCT# 30860257 - HOOVER STICK	
					01-26-025-73870	245.45
			69561		ACCT# 30860257 - CT MICROWAVE	
					01-26-025-72520	109.99
			69569		ACCT# 30860257 - 4X4 COVER BLA	
					01-26-025-72520	108.69
			69586		ACCT# 30860257 - SHOVEL DHSP \	
					60-00-000-72528	45.94
					63-00-000-72528	45.94
			69626		G	
					01-26-025-73580	47.13
			69634		ACCT# 30860257 - 1G TANK SPRAY	
					60-00-000-73410	6.28
					63-00-000-73410	0.70
					64-00-000-73410	2.99
			69701		ACCT# 30860355 - 14/3 35' QUAD C	
					01-19-000-73870	78.61

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210864	1/10/2025	006074 MENARDS	(Continued) 69737		ACCT# 30860257 - 100' FIBERGLAS 01-26-025-73410	69.99
			69740		ACCT# 30860257 - THLD DELUZ LC 30-00-000-75110	78.95
			69741		ACCT# 30860257 - 4OZ CLEAR PRII 60-00-000-72528	6.69
					63-00-000-72528	6.68
			69745		ACCT# 30860257 - DUPLEX WALL F 01-26-025-72520	16.91
			69746		ACCT# 30860257 - 2" 2X8 EXTRUDE 01-26-025-72520	23.98
			69747		RETURN: 3" 90DEG PVC ELBOW 60-00-000-72528	-1.85
					63-00-000-72528	-1.84
			69749		ACCT# 30860257 - 3 1/4"-4 1/4" HO 60-00-000-72528	17.84
					63-00-000-72528	17.84
			69786		ACCT# 30860355 - 36' 18LT RGBW 01-19-000-73870	189.84
					Total :	1,436.38
210865	1/10/2025	020938 MIDWEST MECHANICAL GROUP LLC	M424376-01	VTP-021105	AIR HANDLER MOTOR REPLACEMI 01-26-025-72520	4,658.00
					Total :	4,658.00
210866	1/10/2025	019316 MINUTEMAN SECURITY, & LIFE SAFETY	133916	VTP-021120	REPLACE LPR CAMERA ON TRAILV 01-77-000-72552	5,917.14
			133972	VTP-021137	AS BUILT DRAWINGS FOR COOK C 01-77-000-72552	1,400.00
					Total :	7,317.14
210867	1/10/2025	016256 MITTELMAN, JONATHAN	121224		REIM: LUNCHES DURING INTERN/ 01-17-220-72140	38.38
					Total :	38.38
210868	1/10/2025	005856 MONROE TRUCK EQUIPMENT, INC.	345363		SHIM, HOLD DOWN, MS3500SCPR	

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210868	1/10/2025	005856 MONROE TRUCK EQUIPMENT, INC.	(Continued)			
			345387		01-26-023-72540 CD-122-2 MISCL, WORKLIGHT, HAI	195.78
			345430		01-26-023-72540 MSC03684-03 BOSS, MRKT, ELEVA	157.56
			345484		01-26-023-72540 MSC03684-03 BOSS, BRKT, ELEVA	25.70
					01-26-023-72540	10.46
					Total :	389.50
210869	1/10/2025	021189 MOSAIC SERVICES GROUP LLC	010225		CLEANING - HOLIDAY MARKET TAE	
					01-35-000-72954	653.90
					Total :	653.90
210870	1/10/2025	011997 MOTOROLA SOLUTIONS	8281990231		OPERATIONAL CRITICAL WIRELES	
			8281995848		01-77-000-72550 APX NEXT HYBRID LEATHER HOL	152.16
			8282039916		01-77-000-72550 WM800 WIRELESS RSM WITH BAT	859.29
					01-77-000-72550	410.99
					Total :	1,422.44
210871	1/10/2025	004518 MUNICIPAL EMERGENCY SERVICES	IN2166805		5" YELL NITREX X 50' STORZ W/ST	
					01-19-000-74184	1,215.00
					Total :	1,215.00
210872	1/10/2025	011827 NAT'L ASSOC. OF TOWN WATCH	23184		NATW MEMBERSHIP IL432 D.NAVA	
					01-17-215-72720	35.00
					Total :	35.00
210873	1/10/2025	015723 NICOR	01981510009		ACCT#01981510009 METER#39689	
			06821610000		01-26-025-72511 ACCT#06821610000 METER 27693	372.82
					60-00-000-72511	220.72
					63-00-000-72511	220.72
					64-00-000-72511	189.18
			53463710003		ACCT#53463710003 METER 291221	

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210873	1/10/2025	015723 NICOR	(Continued)			
			54072310003		01-26-025-72511 ACCT#54072310003 METER 542086	118.45
			73675410002		01-26-025-72511 ACCT#73675410002 METER 356130	1,089.62
			74433410003		01-26-025-72511 ACCT#74433410003 METER 357540	1,554.98
			83523710008		01-26-025-72511 ACCT#83523710008 METER#302620	51.98
					01-26-025-72511	1,394.42
					Total :	5,212.89
210874	1/10/2025	021101 NORTHWESTERN MEDICINE	557096		PRE-EMPLOYMENT TESTS FOR PA 01-41-040-72846	154.00
					Total :	154.00
210875	1/10/2025	015811 NSN EMPLOYER SERVICES, INC.	11892	VTP-020964	NSN EMPLOYER ADMINISTRATIVE 01-14-000-72445	581.37
					Total :	581.37
210876	1/10/2025	021502 OFFICE REVOLUTION LLC	174432	VTP-021185	HARMONY SQUARE PROJECT - FL 75-00-000-72742	62,761.18
					Total :	62,761.18
210877	1/10/2025	006475 PARK ACE HARDWARE	074503/1		CUST# 891431 - SCREWDRIVER SET 60-00-000-72528	18.59
			074505/1		63-00-000-72528 CUST# 891431 - DRIVE ACSRY SET 60-00-000-73410	18.58
					63-00-000-73410	-6.59
					64-00-000-73410	-0.73
			074506/1		63-00-000-73410 CUST# 89143 - FASTENERS, WASH- 01-26-025-72520	-3.14
			074508/1		CUST# 891431 - CABLETIE W/TAG 60-00-000-72528	4.46
					63-00-000-72528	2.00
			074516/1		CUST # 9404 BLANKET PURCHASE	1.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210877	1/10/2025	006475 PARK ACE HARDWARE	(Continued)			
				VTP-020903	01-19-000-73580	748.64
			074516/1.		CUST# 9404 BLANKET PURCHASE	
				VTP-020902	01-19-000-73585	564.81
			074516/1..		CUST# 9404 OTHER OPERATING S	
					01-19-000-73870	365.79
			074523/1		CUST# 9404 - BOTTLED WATER 16	
					01-19-000-73870	7.98
			074533/1		CUST# 89143 - NONSLIP CUP 2-1/4	
					01-26-025-73840	10.39
			074535/1		CUST# 89143 - FLEX TAPE BLACK 4	
					01-26-025-72520	14.99
			074538/1		CUST# 891432 - A&M W/S BLK 3/8X	
					01-26-023-72540	7.19
			074552/1		CUST# 89143 - GREAT STUFF G&C	
					01-26-025-72520	74.32
			74500/1		CUST# 891432 - FASTENERS	
					01-26-025-72520	1.44
			74504/1		CUST# 891431 - SCREWDRIVER 3/	
					60-00-000-73410	20.65
					63-00-000-73410	2.29
					64-00-000-73410	9.83
			74547/1		CUST# 891431 - ISOPRPL ALCOHO	
					01-26-023-72540	9.99
					01-17-205-72540	10.00
			74561/1		CUST# 9404 - BLUE RHINO 20LB E	
					01-19-000-73870	39.98
					Total :	1,923.45
210878	1/10/2025	020298 PEERLESS NETWORK INC	67078		ACCT# VILLAGE03328 - FINAL PAYI	
					01-14-000-72120	202.48
					Total :	202.48
210879	1/10/2025	015524 PERFORMANCE PIPELINING INC	2410300324		SANITARY SEWER REHABILITATIO	
				VTP-020703	61-00-000-75305	13,244.68
					Total :	13,244.68

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Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210880	1/10/2025	006499 PITNEY BOWES-PURCHASE POWER PL	3106958926		ACCT#10611388 LEASING PD 10/30 01-17-205-72750	508.53
					Total :	508.53
210881	1/10/2025	006499 PITNEY BOWES-PURCHASE POWER PL	1026672488		ACCT#0012198182 1/16-4/15/25 4W 01-14-000-72750	75.00
					60-00-000-72750	75.00
					Total :	150.00
210882	1/10/2025	006507 POSTMASTER, U. S. POST OFFICE	501745935		PERMIT IMPRINT #6 - JANUARY '25 60-00-000-72110	3,920.91
					64-00-000-72110	1,680.39
			501871746		PERMIT IMPRINT #6 - DECEMBER ' 60-00-000-72110	751.07
					64-00-000-72110	321.88
					Total :	6,674.25
210883	1/10/2025	020264 PRO EM NATIONAL EVENT SERVICES	138402-3.		HOLIDAY MARKET TENT SYSTEM I 01-98-000-99000	21,029.71
			138402-3..		HOLIDAY MARKET TENT SYSTEM - 01-35-000-72954	21,029.70
					Total :	42,059.41
210884	1/10/2025	020282 QBF GRAPHICS GROUP	55392		INDIVIDUALLY WRAPPED BUTTERI 01-35-000-73210	267.50
					Total :	267.50
210885	1/10/2025	006850 QUILL CORPORATION	2435335		RETURN - 2 CIRCLE LABELS NEON 01-33-000-73110	-45.88
			41879057		2 CIRCLE LABLES NEON PINK 01-33-000-73110	45.88
			42082428		FINE GRANIE GRAY 24LB 100CT 01-33-000-73110	30.58
					Total :	30.58
210886	1/10/2025	018454 R.C.WEGMAN CONSTRUCTION CO	03 2023-32	VTP-021098	EOC (EMERGENCY OPERATIONS C 77-00-000-75112	209,639.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210886	1/10/2025	018454	018454 R.C.WEGMAN CONSTRUCTION CO (Continued)		Total :	209,639.45
210887	1/10/2025	006361	RAY O' HERRON CO INC		SGT BADGES - GOLD PLATE BADG	
			2376578		01-17-205-73610	1,005.04
			2376682		COMMANDER BADGES - GOLD PL	
			2376683		01-17-205-73610	1,005.04
			2381649		SGT BADGES - GOLD BADGE HALF	
			2381686		01-17-205-73610	374.94
			2381738		MICHAEL HARMON PROMOTION IT	
			2382288		01-17-205-73610	156.88
			2382390		BADGE WALLETS - BADGECASE	
			2382394		01-17-205-73610	169.58
			2383550		BRYAN BISHOP PROMOTION ITEM	
			2383588		01-17-205-73610	355.49
			2383921		BRYAN BISHOP - JACKETS	
			2384036		01-17-220-73610	1,124.97
			2384343		MICHAEL HARMON PROMOTION IT	
			2384425		01-17-205-73610	272.63
			2384492		PAT ST JOHN PROMOTION ITEMS	
			2385001		01-17-205-73610	361.09
			2385094		BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020889	01-19-000-73610	220.81
				VTP-020889	01-19-000-73610	98.99
				VTP-020889	01-19-000-73610	160.84
				VTP-020889	01-19-000-73610	71.98
				VTP-020889	01-19-000-73610	160.84
				VTP-020889	01-19-000-73610	259.99
				VTP-020889	01-19-000-73610	125.25
				VTP-020889	01-19-000-73610	158.77
					SHIRT SS POLY - WHITE 16 - BRYA	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210887	1/10/2025	006361 RAY O' HERRON CO INC	(Continued)			
			2385349		01-17-205-73610 BLANKET P.O. UNIFORMS-CLASS I	183.42
			2385439	VTP-020889	01-19-000-73610 BLANKET P.O. UNIFORMS-CLASS I	64.25
				VTP-020889	01-19-000-73610	182.54
					Total :	6,513.34
210888	1/10/2025	020765 REID, MARK	122624		REIM: CDL LICENSE RENEWAL	
					60-00-000-72860	32.21
					63-00-000-72860	10.74
					64-00-000-72860	18.40
					Total :	61.35
210889	1/10/2025	006974 RINGHOFER, WILLIAM	010725		JANUARY '25 BENEFIT REIMBURS	
					01-14-000-72435	816.52
					Total :	816.52
210890	1/10/2025	006874 ROBINSON ENGINEERING LTD.	24120027		179TH ST TO DOG PARK-JOINT FU	
				VTP-020720	33-00-000-75205	8,759.97
			24120269		HARMONY SQUARE DEVELOPMEN	
				VTP-020923	33-00-002-72742	8,522.27
				VTP-020923	75-00-002-72742	41,608.73
			24120292		PHASE III & IV DRAINAGE IMPROVI	
				VTP-020601	65-00-002-75310	1,840.00
			24120293		KIMBERLY HEIGHTS DRAINAGE IM	
				VTP-021017	65-00-002-75310	5,175.00
			24120372		175TH ST CONSTRUCTION ENGINE	
				VTP-021136	60-00-002-75806	2,158.63
				VTP-021136	64-00-002-75806	2,158.62
					Total :	70,223.22
210891	1/10/2025	013234 ROMEOVILLE FIRE ACADEMY	2025-011		TRAINING AND ACADEMY CLASSE	
				VTP-020955	01-19-000-72145	9,000.00
					Total :	9,000.00
210892	1/10/2025	019092 RORY GROUP, LLC	4252		BUSINESS CONSULTING - DECEME	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210892	1/10/2025	019092 RORY GROUP, LLC	(Continued)			
			4263	VTP-020836	01-11-000-72790	3,500.00
				VTP-020836	BUSINESS CONSULTING - JANUAR	
					01-11-000-72790	3,500.00
					Total :	7,000.00
210893	1/10/2025	015423 ROY ZENERE TRUCKING &	13256		CUL DE SAC SNOW REMOVAL 12/2	
				VTP-021068	01-26-023-72785	13,991.60
				VTP-021068	08-00-000-72785	736.40
					Total :	14,728.00
210894	1/10/2025	021942 SENTINEL SECURITY PLLC	1965		POLICE DEPARTMENT CONSULTAN	
				VTP-021128	01-17-205-72750	1,000.00
					Total :	1,000.00
210895	1/10/2025	019401 SHAIBI, HEMZA	111424		REIM: MEALS DURING INTRO TO F	
			121024		01-17-220-72140	33.79
					REIM: LUNCH DURING MOBILE PH	
					01-17-220-72140	19.90
					Total :	53.69
210896	1/10/2025	007109 SIRCHIE	0674946-IN		SIRCHMARK TAPE "EVIDENCE" REI	
					01-17-225-73550	1,030.26
					Total :	1,030.26
210897	1/10/2025	007393 SOUND SONIC INC	010225		OCTOBER 2024 BINGO - SHORT \$1	
			010625		01-41-056-72937	15.00
					JANUARY 6TH 2025 BINGO FOR SE	
					01-41-056-72937	190.00
					Total :	205.00
210898	1/10/2025	007393 SOUND SONIC INC	020325		FEBRUARY 3RD 2025 BINGO FOR S	
					01-41-056-72937	190.00
					Total :	190.00
210899	1/10/2025	018435 SPECIAL T UNLIMITED	49757		SLEA RECRUIT UNIFORM PACKAG	
					01-17-220-73610	846.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210899	1/10/2025	018435 018435 SPECIAL T UNLIMITED	(Continued)		Total :	846.00
210900	1/10/2025	004177 STANDARD EQUIPMENT	P01369		MACHETE NXX, DIG KIT QUICK CL 01-26-023-72530	2,462.83
			P01399		REAT CURTAIN, ANGLE-G - STREE 01-26-023-72540	819.11
					Total :	3,281.94
210901	1/10/2025	012238 STAPLES BUSINESS ADVANTAGE	6020348446		ENVELOPE GUMMED 9X12 KRAFT 01-17-205-73110	99.56
			6020348447		PAD LGL RL PERF LTR CY 01-17-205-73110	14.89
					Total :	114.45
210902	1/10/2025	015452 STEINER ELECTRIC COMPANY	S007691517.001		OPTANIUM 3 LAMP FLUORESCENT 01-26-025-72520	80.72
					Total :	80.72
210903	1/10/2025	021960 SUNBELT RENTALS	162766394-0001		ACCT# 514304 - DIESEL GENERATO 01-35-000-72954	664.85
			162844513-0001		ACCT# 514304 DIESEL GENERATO 01-35-000-72954	664.85
					Total :	1,329.70
210904	1/10/2025	007297 SUTTON FORD INC./FLEET SALES	622913		SHAFT ASY, KIT, SEAL ASY OIL - P 01-17-205-72540	509.46
			623025		FOR LATCH - POLICE UNIT #6B 01-17-205-72540	116.32
			623027		STOP, PIN HINGE - POLICE UNIT # 01-17-205-72540	32.90
			623100		PUMP ASY, GASKET, BOLT, SEAL A 01-17-205-72540	520.19
					Total :	1,178.87
210905	1/10/2025	021180 THE HUMAN RACE SPORTS INC	132	VTP-020905	BLANKET P.O. FOR UNIFORMS-SH 01-19-000-73610	560.00
					Total :	560.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210906	1/10/2025	014854 THOMSON REUTERS-WEST PYMNT CTI	851300121		CLEAR LAW ENFORCEMENT PLUS 01-17-225-72852	266.08
					Total :	266.08
210907	1/10/2025	007876 TRINIDAD, ANTHONY	010325		HUMANA TRICARE PREMIUM - JAN 01-14-000-72435	816.52
					Total :	816.52
210908	1/10/2025	021369 US GAS	462928		TINLE4 - CYLINDER RENT 12/1-12/31 60-00-000-73730 63-00-000-73730 64-00-000-73730 01-26-023-73730 01-26-025-73730	16.80 16.80 14.40 48.00 24.00
					Total :	120.00
210909	1/10/2025	020918 USABBLUEBOOK	INV00572404		INDUSTRIAL CHOICE SPRAY PAINT 60-00-000-73620 63-00-000-73620 64-00-000-73620 60-00-000-73620 63-00-000-73620 64-00-000-73620	125.33 125.33 107.42 23.56 23.56 20.20
					Total :	425.40
210910	1/10/2025	020421 VERIZON CONNECT FLEET USA LLC	626000061935		VEHICLE TRACKING SUBSCRIPTIC 01-26-023-72790	338.70
					Total :	338.70
210911	1/10/2025	011416 VERIZON WIRELESS	6101787950		ACCT#442345192-00001 WATER RE 60-00-000-72127 63-00-000-72127 64-00-000-72127	17.79 17.79 15.25
					Total :	50.83
210912	1/10/2025	004192 VILLAGE OF FRANKFORT	400-1000-00-01		ACCT#400-1000-00-01 BRKSIDE GL 64-00-000-73227	103,177.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210912	1/10/2025	004192004192 VILLAGE OF FRANKFORT	(Continued)		Total :	103,177.20
210913	1/10/2025	006362 VILLAGE OF OAK LAWN	01-9990015-00		ACCT#1-9990015-00 12/1/24-1/1/25	
					60-00-000-73220	624,810.63
					63-00-000-73220	576,748.28
					Total :	1,201,558.91
210914	1/10/2025	021503 VOLD, MEGHAN	121624		REIM: MEALS DURING "CRIME SCE	
					01-17-220-72140	40.00
					Total :	40.00
210915	1/10/2025	010165 WAREHOUSE DIRECT INC	5845549-0		FORM, AUTO REP QD 50PK (POLIC	
					01-17-205-73110	92.80
					01-19-000-73110	92.80
					Total :	185.60
123 Vouchers for bank code : apbank						Bank total : 2,348,015.52

Bank code : ipmq

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4956	1/7/2025	018837	INSURANCE PROGRAM MANAGERS GR 210421W008-1		PAYEE-GENEX SERVICES 01-14-000-72542	17.79
Total :						17.79
4957	1/7/2025	018837	INSURANCE PROGRAM MANAGERS GR 210731W002		PAYEE-JASON ZIMBAUER 60-00-000-72542 63-00-000-72542 64-00-000-72542	961.09 183.06 490.35
Total :						1,634.50
2 Vouchers for bank code : ipmq						Bank total : 1,652.29
125 Vouchers in this report						Total vouchers : 2,349,667.81

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

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

_____ Village President

_____ Village Clerk

_____ Date

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12725	1/27/2025	020246 FIFTH THIRD BANK	03-447168		****2177 CAM LOCK CLAMP 01-17-205-73600	36.48
			1007-3100		****2177 LAW ENFORCEMENT TRA 01-17-220-72140	225.00
			1072		****2177 MAGNET USER SUMMIT 2I 01-17-225-72140	349.00
			1074		****2177 MAGNET USER SUMMIT 2I 01-17-225-72140	349.00
			11212847773		****2177 MAPPING LOCATION DATA 01-17-220-72140	295.29
			1163469		****2177 EMD CLASS - K. CARNEY 01-21-210-72140	475.00
			120224		****2177 RENEW MEMBERSHIP - S. 01-15-000-72720	45.00
			120224		****2177 HOLIDAY PARTY GIFT CAF 01-14-000-72974	200.00
			120224.		****2177 HOLIDAY PARTY GIFT CAF 01-14-000-72974	200.00
			120424		****2177 CLOROX WIPES, TISSUES 01-17-205-73315	127.02
			120424		****2177 HOLIDAY PARTY GIFT CAF 01-14-000-72974	200.00
			120424		****2177 HOLIDAY PARTY GIFT CAF 01-14-000-72974	199.80
			120424		****2177 HOLIDAY PARTY GIFT CAF 01-14-000-72974	200.00
			120424		****2177 HOLIDAY PARTY GIFT CAF 01-14-000-72974	216.00
			120424.		****2177 CUTLERY, WATER, BOWL 60-00-000-73115	29.51
					63-00-000-73115	29.50
					64-00-000-73115	25.29
					01-26-023-73115	84.29
					01-26-025-73115	42.15
			120524		****2177 POLICE/FIRE CHIEFS MAIL 01-13-000-72110	146.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12725	1/27/2025	020246 FIFTH THIRD BANK	(Continued) 120524		****2177 METRO HOLIDAY LUNCHE 01-12-000-72170	35.00
			120524		****2177 PLATES AND FORKS 01-14-000-73115	105.88
			120524.		****2177 TOWELS, CANDY, BATTEF 01-14-000-73115	251.02
					01-26-025-73580	15.98
					01-26-023-73110	47.55
					01-26-025-73110	23.78
					60-00-000-73110	29.95
					63-00-000-73110	3.32
					64-00-000-73110	14.28
			120524..		****2177 TV 01-26-025-74110	427.99
			120524...		****2177 CANDY 60-00-000-73870	22.38
					63-00-000-73870	22.38
					64-00-000-73870	19.18
					01-26-023-73870	63.94
					01-26-025-73870	31.96
			120624		****2177 TREAT FOR SENIOR LUNC 01-42-000-72954	250.00
			120624		****2177 SYMPATHY FLOWERS - A. 01-11-000-73110	56.96
			120624		****2177 CHRISTMAS DECOR 01-35-000-72954	159.96
			120624		****2177 CREDIT CARD TEST FOR I 01-00-000-54015	2.00
			121024		****2177 SENIOR LUNCHEON 12112 01-41-056-72937	780.41
			121124		****2177 MEETING WITH PIERCE M 01-19-000-72170	25.37
			121124		****2177 FOOD FOR RICH CZAJKO 01-33-000-72220	113.64
			121124		****2177 TISSUES 01-14-000-73115	72.72

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12725	1/27/2025	020246 FIFTH THIRD BANK	(Continued) 121124		****2177 CUPCAKES FOR SENIOR (	87.93
			121124		01-41-056-72937	
			121124		****2177 CHRISTMAS DECOR	
			121124.		01-35-100-72790	18.95
					****2177 TISSUES, BATTERIES, WA	
					60-00-000-73110	27.29
					63-00-000-73110	3.03
					64-00-000-73110	12.99
					60-00-000-73115	5.44
					63-00-000-73115	5.44
					64-00-000-73115	4.67
					01-26-023-73110	43.31
					01-26-025-73110	21.66
					01-26-025-73115	7.78
					01-26-023-73115	15.55
			121224		****2177 FINANCE HOLIDAY LUNCH	
			121224		01-15-000-72220	454.56
					****2177 COFFEE, HOT CHOCOLAT	
					60-00-000-73110	13.60
					63-00-000-73110	1.51
					64-00-000-73110	6.47
					60-00-000-73115	45.12
					63-00-000-73115	45.12
					64-00-000-73115	38.67
					01-26-023-73110	21.57
					01-26-023-73115	128.90
					01-26-025-73110	10.79
					01-26-025-73115	64.45
			121224		****2177 COMMISSION PARTY/EMP	
					01-14-000-72975	50.00
					01-14-000-72974	50.00
			121224		****2177 FOAMCORE	
			121224.		01-35-000-73110	158.87
			121324		****2177 CANDY	
					01-33-320-72954	38.52
					****2177 IL FINANCIAL FORECAST I	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12725	1/27/2025	020246 FIFTH THIRD BANK	(Continued)			
					01-33-000-72170	109.00
			121324		****2177 RETRO TOP MOUNT FRIDG	
					30-00-000-75110	349.98
			121524		****2177 2025 EMPLOYMENT LAW S	
					01-12-000-72170	325.00
			121524		****2177 ANNUAL IL SHRM STATE C	
					01-12-000-72170	754.00
			121524		****2177 LEADERSHIP AND ORGAN	
					01-12-000-72170	39.00
			121724		****2177 POSTAGE STAMPS	
					01-19-000-72110	365.00
			121724		****2177 CROSSING GUARD CHRIS	
					01-17-205-72220	110.43
			121724		****2177 TEA, SPOONS, SUGAR	
					01-14-000-73115	103.84
			121724.		****2177 WATER	
					01-17-205-73315	25.92
			121824		****2177 MISSING PERSON ASSIST	
					01-21-000-72220	108.36
			121824		****2177 ICE	
					01-14-000-71113	7.01
			121824		****2177 HOT CHOCOLATE	
					60-00-000-73115	1.82
					63-00-000-73115	1.81
					64-00-000-73115	1.56
					01-26-023-73115	5.19
					01-26-025-73115	2.60
			121824.		****2177 WATER	
					60-00-000-73117	12.70
					63-00-000-73117	12.70
					64-00-000-73117	10.89
					01-26-023-73117	36.29
					01-26-025-73115	18.14
			121924		****2177 STEAM PANS, COOKIE TR	
					60-00-000-73115	9.50
					63-00-000-73115	9.50

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12725	1/27/2025	020246 FIFTH THIRD BANK	(Continued)			
					64-00-000-73115	8.15
					01-26-023-73115	27.15
					01-26-025-73115	13.58
		122324			****2177 END OF YEAR OFFICE ME	
					01-19-000-72170	33.93
		122424			****2177 ILCMA WINTER CONFERE	
					01-12-000-72170	330.00
		122424			****2177 POP	
					01-14-000-73115	68.52
		1261			****2177 BALANCE FOR TREE LIGH	
					01-35-000-72954	150.00
		13304			****2177 MEMBERSHIP FEE A.ARRI	
					01-12-000-72170	230.00
		14030937			****2177 STRIDE ANALOG INPUT M	
					60-00-000-75812	249.00
		164353150			****2177 MONTHLY SUBSCRIPTION	
					01-35-000-72720	44.00
		280977410			****2177 ENVISION SUMMIT 121124	
					01-16-000-72130	873.97
		2958344679			****2177 ADOBE STOCK	
					01-35-000-72720	79.99
		3464075			****2177 K9 PROFESSIONAL HANDI	
					01-17-205-72720	102.25
		4276			****2177 INDIVIDUAL MEMBERSHIP	
					01-35-000-72720	400.00
		4AD6DF2F-0003			****2177 1 YEAR MEMBERSHIP	
					01-35-000-72720	225.00
		598904			****2177 CPPB PREP 120224 VIRTU	
					01-15-000-72140	-395.00
		63128			****2177 TRAVELED FOR WITNESS	
					01-17-225-72130	143.19
		63129			****2177 TRAVELED FOR WITNESS	
					01-17-225-72130	143.19
		636880562			****2177 STANDARD SSL - 1 YEAR	
					01-16-000-72655	99.99
		698339			****2177 MONTHLY SUBSCRIPTION	

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12725	1/27/2025	020246 FIFTH THIRD BANK	(Continued)			
					01-35-000-72720	14.99
			7TFPPGG8G2		****2177 PROMOTING	
					01-33-310-72847	100.80
					01-35-000-72653	104.20
		8570389			****2177 OFFICE MEETING	
					01-19-000-72170	53.82
		8771401810170142			****2177 ACCT#8771401810170142	
					01-16-000-72125	242.85
		8771401810897330			****2177 ACCT#8771401810897330	
					01-16-000-72125	172.90
		8771401810897355			****2177 ACCT#8771401810897355	
					01-16-000-72125	172.90
		8771401810897363			****2177 ACCT#8771401810897363	
					01-16-000-72125	172.90
		909230978			****2177 GLIDE IPAD SMARTPHONE	
					01-35-000-72982	199.00
		995678765			****2177 ARRANGEMENTS FOR A S	
					01-33-000-73115	90.28
		DYBGHEL8G2			****2177 PROMOTING	
					01-35-000-72653	205.00
		E2434002188			****2177 SIMPLIFILE SYSTEMS 705	
					01-13-000-72791	93.17
		E2434018216			****2177 SIMPLIFILE SYSTEMS 705	
					01-13-000-72791	112.57
		E2435220068			****2177 SIMPLIFILE SYSTEMS 176	
					01-14-000-72355	93.17
		E2435230033			****2177 SIMPLIFILE SYSTEMS 705	
					01-14-000-72355	93.17
		E2436120609			****2177 SIMPLIFILE SYSTEMS 680	
					01-14-000-72355	93.17
		E2436120611			****2177 SIMPLIFILE SYSTEMS 680	
					01-14-000-72355	93.17
		EDT4FGY8G2			****2177 PROMOTING	
					01-35-000-72653	126.00
					01-33-310-72847	79.00
		INV-ASAP12241221			****2177 PACE CERTIFICATION ENF	

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12725	1/27/2025	020246 FIFTH THIRD BANK	(Continued)			
			KXX75HU8G2		01-26-023-72140 ****2177 PROMOTING	475.00
					01-33-310-72847	19.88
					01-35-000-72653	185.12
			LQPGGFC8G2		****2177 PROMOTING	
					01-35-000-72653	205.00
			MTOP658656		****2177 HOLIDAY PARTY GIFT CAF	
					01-14-000-72974	100.00
			MTOP658658		****2177 HOLIDAY PARTY GIFT CAF	
					01-14-000-72974	100.00
			MZXPSFC8G2		****2177 PROMOTING	
					01-35-000-72653	152.17
			SA93TFC8G2		****2177 PROMOTING	
					01-35-000-72653	34.27
					Total :	16,264.12
112725	1/27/2025	020246 FIFTH THIRD BANK	00186		****2177 MEMBER RENEWAL - V. S	
					01-17-205-72720	50.00
					Total :	50.00
2 Vouchers for bank code : apbank					Bank total :	16,314.12
2 Vouchers in this report					Total vouchers :	16,314.12

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Voucher List
Village of Tinley Park

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Bank code : ap py

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
126532	1/17/2025	002655 AMERICAN HERITAGE LIFE	M01MG07658		CRITICAL ILLNESS/ACCIDENT INS 86-00-000-20445	1,793.41
Total :						1,793.41
126533	1/17/2025	015334 DEARBORN NATIONAL	F018318-1		LIFE & AD&D BENEFIT FEES 2/1-2/25 86-00-000-20455	2,219.39
Total :						2,219.39
126534	1/17/2025	006209 NCPERS -IL GROUP LIFE INS	3683022025		NCPERS BENEFIT BILLING 2/1-2/25 86-00-000-20455	1,088.00
Total :						1,088.00
3 Vouchers for bank code : ap_py						Bank total : 5,100.80

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
210916	1/10/2025	006507 POSTMASTER, U. S. POST OFFICE	010825	VTP-021198	POSTAGE FOR TAX LEVY LETTER 01-35-000-72110	5,500.00	
					Total :	5,500.00	
210917	1/13/2025	006507 POSTMASTER, U. S. POST OFFICE	011325		POSTAGE FUNDS FOR MARKETIN 01-14-000-72110	350.00	
					Total :	350.00	
210918	1/17/2025	020879 AMAZON CAPITAL SERVICES, INC.	13NK-9Y36-LQXW		IEEDFJKK MINI ACRYLIC PICTURE 60-00-000-73110	8.50	
						63-00-000-73110	1.02
						64-00-000-73110	4.08
						01-26-023-73110	13.60
						01-26-025-73110	6.79
			16LK-TQMD-GP11		PENTEL RSVP BALLPOINT PENS O 01-15-000-73110	5.99	
			177R-N6J7-VDPW		RETURN: KOOGEL NOTEBOOK W 01-15-000-73110	-8.98	
			17LD-RN1D-WNLH		KOOGEL NOTEBOOK W DIVIDERS 01-15-000-73110	8.98	
			1FYV-9RCV-QXCK		GENERAL MEDI EMERGENCY BLAI 01-17-220-72230	11.65	
			1GNX-KY1C-QY3P		K-CUPS TIM HORTONS ORIG BLEN 60-00-000-73115	3.93	
						63-00-000-73115	3.93
						64-00-000-73115	3.36
						01-26-023-73115	11.22
						01-26-025-73115	5.60
			1JMW-N7RD-716M		K-CUPS ORIGINAL DONUT SHOP C 01-19-000-73110	47.98	
			1PVV-QTNT-3GDH		LEXAR 64GB MICRO SD, SANDISK 01-19-000-73870	170.89	
			1QQ4-97F9-3D6P		CPPB EXAM PREP GUIDE ORDER# 01-15-000-72140	287.12	
			1R6N-GPJ3-3FYN		LEADING PROCUREMENT STRATE 01-15-000-72140	25.26	
			1VKF-CNCM-FTNV		DATED 2025 PLANNER ORDER#113		

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210918	1/17/2025	020879 AMAZON CAPITAL SERVICES, INC.	(Continued)		01-33-000-73110	34.99
					Total :	645.91
210919	1/17/2025	002470 AMPEST EXTERMINATION LLC	17567		REMOVE HORNETS NEST FROM P 01-26-023-72790	195.00
					Total :	195.00
210920	1/17/2025	002763 AVIATION PRODUCTS SYSTEMS, INC	A45569		WINDSOCK - 18X8 ORANGE 01-26-025-73112	188.55
					Total :	188.55
210921	1/17/2025	010953 BATTERIES PLUS - 277	p79286515		DURPC1500 BATTERY 14-00-000-73110	33.12
					Total :	33.12
210922	1/17/2025	003015 BEHRENS, JERRY	021224		JANUARY 2025 SUPPLEMENT RATE 01-14-000-72435	213.00
					Total :	213.00
210923	1/17/2025	002938 BEST TECHNOLOGY SYSTEMS INC.	BTL-24300-4	VTP-020956	SERVICE CONTRACT RNWL - SHO 01-26-025-72779	2,635.00
					Total :	2,635.00
210924	1/17/2025	016817 BEVERLY SNOW AND ICE INC	75266	VTP-021067	MUNICIPAL PARKING LOT SNOW R 01-26-023-72785	7,970.00
			75273	VTP-021067	MUNICIPAL PARKING LOT SNOW R 01-26-023-72785	15,920.00
					Total :	23,890.00
210925	1/17/2025	019214 BLUE CROSS BLUE SHIELD OF IL	IL065LB000001212-0		FY25 MEDICARE SUPPLEMENT BIL 01-14-000-72435	7,055.00
					Total :	7,055.00
210926	1/17/2025	019214 BLUE CROSS BLUE SHIELD OF IL	0000ILLB1212		FY25 MEDICARE SUPPLEMENT BIL 01-14-000-72435	3,973.71
					Total :	3,973.71

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210927	1/17/2025	002960 BRANIFF COMMUNICATIONS, INC	0035816		COMMANDER1-M, FEDERAL SIGN/01-21-000-73870	437.50
					Total :	437.50
210928	1/17/2025	003229 CED INC	1028-1365691	VTP-021058	LIGHT POLE BOLTS	12,083.28
			1028-1370063		01-26-025-73570 STK BX STD OPN BASE 17X30X18,	2,147.94
			1028-1370065		01-26-025-73570 STK BX STD OPN BASE 12X12X12,	2,200.00
					Total :	16,431.22
210929	1/17/2025	014026 CHANDLER SERVICES CORPORATION	30491		PIERCE DASH - MUFFLER, STAINLI01-19-000-72540	2,058.90
					Total :	2,058.90
210930	1/17/2025	015199 CHICAGO PARTS & SOUND LLC	1223	VTP-021114	VEHICLE EMERGENCY EQUIPMEN30-00-000-74220	14,816.00
			1285	VTP-021114	VEHICLE EMERGENCY EQUIPMEN30-00-000-74220	14,816.00
					Total :	29,632.00
210931	1/17/2025	017349 CHICAGO STREET CCDD, LLC	7858802		DUMP FEES 12/16/24 & 12/17/2401-26-023-72890	240.00
					Total :	240.00
210932	1/17/2025	018325 CHICAGO TRIBUNE COMPANY LLC	107302428000		ACCT# CU00027575 CLASSIFIED A01-13-000-72330	57.00
					01-14-000-72330	406.52
					01-33-310-72330	109.50
					Total :	573.02
210933	1/17/2025	003137 CHRISTOPHER B.BURKE ENGINEERNG	197352		01.R160373.R0001 SWC 191ST & H01-14-000-72840	1,483.75
			197353		01.R160373.R0002 SWC 191 & HAR01-14-000-72840	310.00
					Total :	1,793.75

Voucher List
Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210934	1/17/2025	014740 CIVICPLUS	325941	VTP-021175	AGENDA MANAGEMENT 12/30/24-1 30-00-000-74121	19,757.75
					Total :	19,757.75
210935	1/17/2025	013878 COMED - COMMONWEALTH EDISON	3196442000		ACCT#3196442000 175TH & SANDL 01-26-023-72510	317.65
			4167292111		ACCT#4167292111 16853 LAKEWO 64-00-000-72510	301.22
			5432778000		ACCT#5432778000 179TH ST & 82N 60-00-000-72510	271.99
					63-00-000-72510	271.99
					Total :	1,162.85
210936	1/17/2025	018311 CONNECTION	76013193		FD-SPEAKERS 2.0 BLACK SPEAKE 01-16-000-74128	10.59
			76015589		DISPATCH CABLING - SGL MINIDP 01-16-000-74128	167.88
			76026849		DISPATCH CABLING - DISPLAYPOR 01-16-000-74128	270.96
					Total :	449.43
210937	1/17/2025	012410 CONSERV FS, INC.	66061984		CONSERV #12 ALUM SCOOP, WIL 01-26-023-73410	89.55
					Total :	89.55
210938	1/17/2025	020267 CORNERSTONE GOVERNMENT AFFAIR	VTP-022025	VTP-020814	GOVERNMENT RELATIONS AND CO 01-14-000-72790	5,500.00
					Total :	5,500.00
210939	1/17/2025	015334 DEARBORN NATIONAL	F018318-1.		LIFE & AD&D BENEFIT FEES 2/1-2/ 01-00-000-13601	240.30
			F018318-2	VTP-020961	TPA DISABILITY LEAVE ADMINISTR 01-12-000-72449	545.40
					Total :	785.70
210940	1/17/2025	018898 DIBARTOLO, DANTE R	011425		2025 BENCHES ON THE AVENUE - 01-35-000-72923	425.00

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210940	1/17/2025	018898 018898 DIBARTOLO, DANTE R	(Continued)		Total :	425.00
210941	1/17/2025	018379 DM INDUSTRIAL JANITORIAL SERV	8057	VTP-021096	JANITORIAL SERVICES AT PD FOR 01-26-025-72525	3,720.00
					Total :	3,720.00
210942	1/17/2025	017073 DYNEGY ENERGY SERVICES LLC	1904247358		ACCT# 1904247358 INV#030000450 60-00-000-72510	3,726.27
			4106881262		63-00-000-72510 ACCT#4106881262 INV#030000450	3,726.26
			7601631787		64-00-000-72510 ACCT#7601631787 INV#030000450	4,278.28
			7703793007		64-00-000-72510 ACCT# 7703793007 INV#030000450	423.18
			9804210600		64-00-000-72510 ACCT#9804210600 INV#030000450	994.63
					60-00-000-72510	2,733.84
					63-00-000-72510	2,733.83
					Total :	18,616.29
210943	1/17/2025	004009 EAGLE UNIFORM CO INC	20703-3	VTP-020954	ACCT# 388-3 UNIFORM ITEMS - MA 01-19-000-73610	41.50
			20707-3	VTP-020954	ACCT# 388-3 UNIFORM ITEMS - NI 01-19-000-73610	43.00
					Total :	84.50
210944	1/17/2025	004033 EFFECTIVE SIGNS	121024	VTP-021199	HARMONY SQUARE PROJECT-TEE 75-00-000-72742	6,800.00
					Total :	6,800.00
210945	1/17/2025	021172 ELECTRIC ONE INC	7849	VTP-021215	EMERGENCY POWER RESTORATI 01-26-025-72790	5,393.00
			8064	VTP-020861	ELECTRICAL EQUIPMENT FOR HAI 75-00-000-72742	27,450.00
					Total :	32,843.00
210946	1/17/2025	011176 ELEMENT GRAPHICS & DESIGN, INC	30234		1040 VINYL GRAPHICS PW DECAL 60-00-000-72540	67.94

Voucher List
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Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210946	1/17/2025	011176 ELEMENT GRAPHICS & DESIGN, INC	(Continued)		63-00-000-72540	22.65
					64-00-000-72540	38.82
					01-26-023-72540	129.41
					01-26-025-72540	64.70
					Total :	323.52
210947	1/17/2025	018480 FARNSWORTH GROUP	256487		0170121.42 TP OAK RIDGE PHASE	
					16-00-000-72840	1,495.00
					Total :	1,495.00
210948	1/17/2025	021818 FLOCK SAFETY	INV-55769	VTP-020987	LICENSE PLATE DATABASE AND C/	
					01-77-000-72655	24,050.00
					Total :	24,050.00
210949	1/17/2025	012941 FMP	52-581331		COATED BRAKE ROTOR, KIT BRAK	
					01-17-205-72540	299.43
			52-581891		FILTERS - POLICE UNIT # 2T	
					01-17-205-72540	7.92
					Total :	307.35
210950	1/17/2025	019391 FRALE, AMY	011425		2025 BENCHES ON THE AVENUE -	
					01-35-000-72923	425.00
					Total :	425.00
210951	1/17/2025	002877 G. W. BERKHEIMER CO., INC.	7856714		PRESSURE SWITCH 1.10WC - POS	
					01-26-025-72520	55.71
			7858802		12904 4MFD 370 V RUN CAPACITOI	
					01-26-025-72520	3.60
			7858811		MARLEY RELAY	
					01-26-025-72520	58.67
			7859075		5.6" FAN & BLOWER MOTOR, RUN	
					01-26-025-72520	138.12
					Total :	256.10
210952	1/17/2025	015945 GARRITY, LAURA	011425		2025 BENCHES ON THE AVENUE -	
					01-35-000-72923	425.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210952	1/17/2025	015945 015945 GARRITY, LAURA	(Continued)		Total :	425.00
210953	1/17/2025	021887 GENESISONE	947577	VTP-021039	COPIER FOR PD 30-00-000-74133	5,960.00
					Total :	5,960.00
210954	1/17/2025	004538 GOLDY LOCKS INC	63914085		SECTIONAL DUPLICATE KEY - SER 01-26-025-73840	90.00
					Total :	90.00
210955	1/17/2025	014491 HANSEN DOOR INC	13423	VTP-021121	PUBLIC WORKS BUILDING EAST G 01-26-025-72790	7,500.00
					Total :	7,500.00
210956	1/17/2025	020891 HAYES, KYLE	011425		2025 BENCHES ON THE AVENUE - 01-35-000-72923	425.00
					Total :	425.00
210957	1/17/2025	019784 HEARTLAND BUSINESS SYSTEMS LLC	757296-H 757297-H	VTP-021020	SHAREPOINT CAPITAL BUDGETIN 01-16-000-72650 SHAREPOINT CAPITAL BUDGETIN 01-16-000-72650	146.25 341.25
					Total :	487.50
210958	1/17/2025	020408 HEIDEN, CODY	011425		2025 BENCHES ON THE AVENUE - 01-35-000-72923	425.00
					Total :	425.00
210959	1/17/2025	001487 HOMEWOOD DISPOSAL SERVICE	9200852 9201429		30YD EXCHANGE-HAUL/DUMP CH/ 01-26-023-72890 30YD EXCHANGE-HAUL/DUMP CH/ 01-26-023-72890	622.75 368.60
					Total :	991.35
210960	1/17/2025	004985 ILLINOIS STATE TOLL HWY AUTH	G129000008485		ACCT#9944 TOLL FEES 10/1-12/31/ 01-17-205-73600	453.45
					Total :	453.45

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210961	1/17/2025	005025 INTERNATIONAL CODE COUNCIL INC	1001999160		SPRINKLER REVIEW - PETE'S FRE 01-19-000-72844	1,900.00
			1001999161		SPRINKLER REVIEW - ART BLDG 7 01-19-000-72844	550.00
					Total :	2,450.00
210962	1/17/2025	020812 INTRADYN	8713	VTP-021162	EMAIL ARCHIVE ANNUAL RENEWA 01-16-000-72655	9,250.00
					Total :	9,250.00
210963	1/17/2025	004875 IRMA	300674		NOVEMBER 2024 DEDUCTIBLE 01-14-000-72541	1,321.97
					Total :	1,321.97
210964	1/17/2025	011466 JEWEL OSCO	00806259		****8778 ASSORTED CUPCAKES 01-41-056-72937	94.95
					Total :	94.95
210965	1/17/2025	005278 JULIE INC	2025-1791	VTP-021216	JULIE LOCATES 60-00-000-72513	4,473.89
				VTP-021216	63-00-000-72513	1,491.30
				VTP-021216	64-00-000-72513	2,556.51
				VTP-021216	01-26-023-72513	4,260.85
				VTP-021216	01-26-025-72513	4,260.85
					Total :	17,043.40
210966	1/17/2025	019064 KRESAL, EMMA K	011425		2025 BENCHES ON THE AVENUE - 01-35-000-72923	425.00
					Total :	425.00
210967	1/17/2025	020900 LACOCO, DANA	011425		2025 BENCHES ON THE AVENUE - 01-35-000-72923	425.00
					Total :	425.00
210968	1/17/2025	013964 LAZZARA, ANGELO	010925		REIM: CPR AED ONLINE CLASS 01-21-000-72140	16.00
					Total :	16.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210969	1/17/2025	020207 LENNY'S GAS N WASH 183RD ST	4971		CAR WASH - VM DECEMBER '24 /	
			4972		01-12-000-72540	4.00
			4973		CAR WASH - CD DECEMBER '24 AC	
			4974		01-33-300-72540	12.00
					CAR WASH - PD DECEMBER '24 A	
					01-17-205-72540	96.00
					CAR WASH - PW DECEMBER 2024	
					60-00-000-72540	12.60
					63-00-000-72540	4.20
					64-00-000-72540	7.20
					01-26-023-72540	24.00
					01-26-025-72540	12.00
					Total :	172.00
210970	1/17/2025	021282 LILLY, CAROLINE	011425		2025 BENCHES ON THE AVENUE - .	
					01-35-000-72923	425.00
					Total :	425.00
210971	1/17/2025	021975 LILLY, STEWART	011425		2025 BENCHES ON THE AVENUE - .	
					01-35-000-72923	850.00
					Total :	850.00
210972	1/17/2025	021993 LONDON, PHILLIP	011425		2025 BENCHES ON THE AVENUE - .	
					01-35-000-72923	425.00
					Total :	425.00
210973	1/17/2025	003440 M. COOPER WINSUPPLY CO.	20978501		OPTIMA PLUS RESS-U SLOAN - AU	
			20978801		01-26-025-72520	2,238.70
			20982301		892-402KJKABNF VB REPAIR KIT - I	
					01-26-025-72520	28.54
					1-100TBL12, 1-099XTBL12 (BOX/12)	
					01-26-025-72520	45.12
					Total :	2,312.36
210974	1/17/2025	007100 M. E.SIMPSON COMPANY, INC	43635		LEAK LOCATION SERVICES - 6028	
					60-00-000-72513	168.00
					63-00-000-72513	56.00

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210974	1/17/2025	007100 M. E.SIMPSON COMPANY, INC	(Continued)			
			43687		64-00-000-72513	96.00
					SENSUS MAG WATER METER SER	
					60-00-000-72726	38.50
					64-00-000-72726	16.50
					Total :	375.00
210975	1/17/2025	018962 MAGNET FORENSICS LLC	SIN076488	VTP-021188	MAGNETIC FORENSICS AXIOM AD'	
					01-17-225-72655	6,080.00
					Total :	6,080.00
210976	1/17/2025	013969 MAP AUTOMOTIVE OF CHICAGO	40-788019		EVOLUTION CERAMIC - POLICE S1	
					01-17-205-72540	39.95
			40-788020		BATTERY - POLICE UNITS #22A AN	
					01-17-205-72540	323.00
			40-788467		2016 FORD POLICE INTERCEPT - AL	
					01-17-205-72540	468.23
			40-788468		BATTERY - BXT65850 - POLICE UNI	
					01-17-205-72540	161.50
			40-788469		FILTER ASSY - OIL FILTERS - POLIC	
					01-17-205-72540	163.92
			40-788640		FORD CORE CREDIT - POLICE	
					01-17-205-72540	-54.00
			40-788690		2014 FORD POLICE INTERCEPT - A	
					01-17-205-72540	468.23
			40-788915		2018 FORD POLICE INTERCEPTOR	
					01-17-205-72540	679.20
					Total :	2,250.03
210977	1/17/2025	020518 MARIO'S EVENT RENTALS	QBI22695		TABLE AND CHAIRS FOR HOLIDAY	
					01-35-000-72954	1,383.12
					Total :	1,383.12
210978	1/17/2025	021288 MARTINEZ, AMANDA	011425		2025 BENCHES ON THE AVENUE -	
					01-35-000-72923	425.00
					Total :	425.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210979	1/17/2025	020322 MASTER AUTO SUPPLY	15030-149531		STARTER-RMFD - FIRE #1401 01-19-000-72540	224.36
			15030-149747		STARTER - STREET UNIT #33 01-26-023-72540	235.98
			15030-149836		DIPSTICK HEATER, MAGNETIC HE/ 01-26-025-72520	110.18
			15030-149857		MAGNETIC HEATER CSA - FACILITI 01-26-025-72540	72.39
			6981		1,5A 6/12V CHRGR DOE - POLICE U 01-17-205-72540	39.73
					Total :	682.64
210980	1/17/2025	021347 MCCI LLC	NE20944	VTP-021177	DOCUMENT MANAGEMENT SYSTE 30-00-000-74121	40,750.00
					Total :	40,750.00
210981	1/17/2025	021893 MEADE, INC.	710900		2022 TRAFFIC SIGNAL MAINTENAN 01-26-025-72775	604.74
					Total :	604.74
210982	1/17/2025	006074 MENARDS	69876		ACCT# 30860257 - 64OZ CLEANING 01-26-025-73580	34.52
					60-00-000-73870	1.59
					63-00-000-73870	1.59
					64-00-000-73870	1.37
					01-26-023-73850	4.55
					01-26-025-73870	2.27
			69890		ACCT# 30860257 - 1/4 - 20X3 TOGC 01-26-025-73840	5.08
			69923		ACCT# 30860257 - D 8 PK ENERGIZ 01-26-025-72530	20.64
			69924		ACCT# 30860257 - 32" POLY LEAFF 01-26-023-73410	98.95
			70028		ACCT# 30860257 - 1-1/8"X6' PIPE IN 60-00-000-73630	26.72
					63-00-000-73630	2.97
					64-00-000-73630	12.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210982	1/17/2025	006074 MENARDS	(Continued) 70031		ACCT# 30860257 - SPACESVR EVAL 01-26-025-72520	122.99
			70033		ACCT#30860257 - 1X3-8' CLEAR PC 01-26-025-72520	39.02
			70047		RETURN CHARGE - SPACESVR EV. 01-26-025-72520	-122.99
			70049		ACCT# 30860257 - BLK AURORA UL 60-00-000-73870	5.95
					63-00-000-73870	5.94
					64-00-000-73870	5.10
					01-26-023-73870	17.00
					01-26-025-73870	8.50
			70063		ACCT# 30860257 - HEAVY DUTY PL 01-26-025-72520	13.58
			70206		ACCT# 30860257 - 2N1 CONVERT H 01-26-025-73410	119.99
					Total :	428.06
210983	1/17/2025	020947 METROPOLITAN FIRE CHIEFS ASSOC	011625		ACTIVE MEMBER DUES (CHIEF OF 01-19-000-72720	50.00
					Total :	50.00
210984	1/17/2025	005856 MONROE TRUCK EQUIPMENT, INC.	345227		WHELEN 72" ILDOT JUSTICE LIGH 01-26-023-72540	2,056.54
					Total :	2,056.54
210985	1/17/2025	005664 MORTON SALT INC	5403269759		ROAD SALT 1/8/25	
				VTP-021090	01-26-023-73810	15,009.18
				VTP-021090	08-00-000-73810	789.96
			5403272888		ROAD SALT 1/9/24	
				VTP-021090	01-26-023-73810	6,255.03
				VTP-021090	08-00-000-73810	329.21
			5403280447		ROAD SALT	
				VTP-021090	01-26-023-73810	41,922.62
				VTP-021090	08-00-000-73810	1,028.10

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210985	1/17/2025	005664 MORTON SALT INC	(Continued)		Total :	65,334.10
210986	1/17/2025	011997 MOTOROLA SOLUTIONS	8282051000	VTP-021170	EOC RENOVATION - RADIOS/DESK	
					77-00-000-75112	768.00
			8282054327		APX NEXT HYBRID LEATHER HOLDS	
					10-00-000-74150	335.05
					Total :	1,103.05
210987	1/17/2025	015386 MUNICIPAL GIS PARTNERS, INC	7609		GIS CONSORTIUM	
				VTP-020819	01-16-000-72652	9,585.18
				VTP-020819	60-00-000-72652	6,038.67
				VTP-020819	63-00-000-72652	670.97
				VTP-020819	64-00-000-72652	2,875.54
					Total :	19,170.36
210988	1/17/2025	006209 NCPERS -IL GROUP LIFE INS	3683022025.		NCPERS BENEFIT BILLING 2/1-2/28	
					01-00-000-13601	64.00
			7720022025		NCPERS BENEFIT BILLING 2/1-2/28	
					01-14-000-72435	64.00
					Total :	128.00
210989	1/17/2025	015723 NICOR	09977410001		ACCT#09977410001 METER#51468	
					01-26-025-72511	596.33
			12213610004		ACCT#12213610004 METER#50313	
					01-26-025-72511	577.25
			14726888333		ACCT#14726888333 17713 OAK PAI	
					01-26-025-72511	287.95
			49924710004		ACCT#49924710004 METER#45817	
					01-26-025-72511	440.58
			96019958527		ACCT#96019958527 METER#45826	
					01-26-025-72511	275.33
					Total :	2,177.44
210990	1/17/2025	006221 NORTHERN SAFETY CO. INC.	906617465		NINJA ICE COLD WEATHER GLOVE	
					60-00-000-73845	127.40
					63-00-000-73845	14.16
					64-00-000-73845	60.66

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210990	1/17/2025	006221 NORTHERN SAFETY CO. INC.	(Continued)		01-26-023-73845	202.22
					01-26-025-73845	101.12
					Total :	505.56
210991	1/17/2025	006475 PARK ACE HARDWARE	074591/1		CUST# 9404 - HD HOS NOZL FUN/5	
			074592/1		01-19-000-73870	21.98
			074608/1		CUST# 89143 - TARP SILVER BLACI	
			074617/1		01-26-025-72520	142.31
					CUST# 891432 FINISH WASHER #1	
					01-26-025-73840	9.56
					CUST# 891432 - FASTENERS	
					01-26-025-73840	2.16
					Total :	176.01
210992	1/17/2025	017367 POLICE CHIEFS OF WILL COUNTY	010725		2025 ANNUAL MEMBERSHIP FEES	
					01-17-205-72720	2,000.00
					Total :	2,000.00
210993	1/17/2025	021894 PRINCIPLE LIGHTING, INC	18822		DOWNTOWN HOLIDAY DECORATI	
				VTP-021050	01-35-000-73112	60,299.49
				VTP-021050	01-35-000-72954	3,947.10
					Total :	64,246.59
210994	1/17/2025	013587 PROSHRED SECURITY	1642590		SERVICE 27" EXEC CONSOLE, SEF	
					01-17-205-72750	117.89
					Total :	117.89
210995	1/17/2025	021979 QUEMENEUR, CHRISTINE	011425		2025 BENCHES ON THE AVENUE -	
					01-35-000-72923	425.00
					Total :	425.00
210996	1/17/2025	006850 QUILL CORPORATION	41530368		#65 CARDSTOCK	
					01-35-000-73110	25.48
					Total :	25.48
210997	1/17/2025	018454 R.C.WEGMAN CONSTRUCTION CO	2023-09		HARMONY SQUARE BID PACKAGE	
				VTP-020881	75-00-000-72742	350,746.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210997	1/17/2025	018454 R.C.WEGMAN CONSTRUCTION CO	(Continued)			
				VTP-020881	33-00-002-72742	257,399.72
				VTP-020881	75-00-002-72742	1,256,716.28
				VTP-020881	75-00-000-72742	1,854,196.97
					Total :	3,719,059.82
210998	1/17/2025	006361 RAY O' HERRON CO INC	2383553		UNIFORM AND EQUIPMENT FOR N	
				VTP-021183	01-17-220-73610	2,256.55
			2385637		BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020889	01-19-000-73610	55.79
			2385921		BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020889	01-19-000-73610	166.86
			2386105		BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020889	01-19-000-73610	160.84
			2386106		BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020889	01-19-000-73610	99.16
			2386405		UNIFORM AND EQUIPMENT FOR N	
				VTP-021183	01-17-220-73610	37.56
			2386412		BLANKET P.O. UNIFORMS-CLASS I	
				VTP-020889	01-19-000-73610	175.11
					Total :	2,951.87
210999	1/17/2025	006874 ROBINSON ENGINEERING LTD.	224120294		22-R0644.06 TP MARRIOTT CONST	
					01-14-000-72840	1,334.25
			24100496		175TH ST CONSTRUCTION ENGINE	
				VTP-021136	60-00-002-75806	8,739.75
				VTP-021136	64-00-002-75806	8,739.75
			24120295		FORMER BECHSTEIN PROPERTY (	
				VTP-021186	33-00-002-75118	11,500.00
			24120466		24-R0278 TP 7 BREW 159TH ST TH	
					28-00-000-72840	5,026.50
			24120481		22-R0503 TP MARRIOTT HOTEL 18:	
					01-14-000-72840	1,156.25
			24120482		24-R0386 TP SPORTS DOME (7600	
					01-14-000-72840	2,502.00
					Total :	38,998.50

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211000	1/17/2025	021995 RODIE, ROBERT	011525		OVERPAYMENT FOR CRIME FREE 01-14-000-79000	185.00
					Total :	185.00
211001	1/17/2025	020568 ROTOHELP INC	TPFD0006		INVESTIGATING ISSUE FOR ADDIN 01-16-000-72650	149.25
					Total :	149.25
211002	1/17/2025	015423 ROY ZENERE TRUCKING &	13370		CUL DE SAC SNOW REMOVAL - 1/1	
				VTP-021068	01-26-023-72785	13,991.60
				VTP-021068	08-00-000-72785	736.40
					Total :	14,728.00
211003	1/17/2025	016334 RUSH TRUCK CENTERS	3040022953		TRANSMITTER SPEED SENSOR - S 01-26-023-72540	110.47
					Total :	110.47
211004	1/17/2025	007572 SCHAAF EQUIPMENT CO. INC.	1000072800		KOSHIN 3' TRASH PUMP POWEREI 60-00-000-72530	919.22
					63-00-000-72530	306.41
					64-00-000-72530	525.27
					Total :	1,750.90
211005	1/17/2025	011477 SCHULIEN, NICK	011425		2025 BENCHES ON THE AVENUE - 01-35-000-72923	850.00
					Total :	850.00
211006	1/17/2025	020644 SCIENTEL SOLUTIONS LLC	008224		NETWORK PROFESSIONAL SERVI 01-16-000-72790	6,400.00
				VTP-021163		
					Total :	6,400.00
211007	1/17/2025	007453 SERVICE SANITATION, INC.	9010981		FIREMAN TRAINING CENTER - BAS 01-19-000-72750	227.19
					Total :	227.19
211008	1/17/2025	020511 SIERRA ITS	2330		DESKTOP TECH 11/24-12/7/24 AND	
			2334	VTP-020820	01-16-000-72790	3,856.01
					DESKTOP TECH 12/8-12/14/24	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211008	1/17/2025	020511 SIERRA ITS	(Continued)			
			2341	VTP-020820	01-16-000-72790 DESKTOP TECH 12/15-1/21/24	2,000.00
			2347	VTP-020820	01-16-000-72790 DESKTOP TECH 12/22-12/28/24	2,000.00
				VTP-020820	01-16-000-72790	1,600.00
					Total :	9,456.01
211009	1/17/2025	007109 SIRCHIE	0674556-IN		CRIME SCENE AND EVIDENCE SUF	
				VTP-021184	01-17-225-73550	4,644.46
			0674597-IN		CRIME SCENE AND EVIDENCE SUF	
				VTP-021184	01-17-225-73550	226.80
					Total :	4,871.26
211010	1/17/2025	013043 SITE DESIGN GROUP, LTD.	7698-103		LANDSCAPE PLANNING SERVICES	
				VTP-020942	01-26-023-72847	1,515.00
					Total :	1,515.00
211011	1/17/2025	021996 SPANO, DANIEL	011525		REFUND FOR DUPLICATE PAID CR	
					01-14-000-79000	380.00
					Total :	380.00
211012	1/17/2025	004177 STANDARD EQUIPMENT	P01502		ROOT DESTROYER FOR VACTOR :	
				VTP-021172	01-26-023-72530	4,200.00
					01-26-023-72530	42.92
					Total :	4,242.92
211013	1/17/2025	012238 STAPLES BUSINESS ADVANTAGE	6019832793		6PK DUSTER, EXPO DRY ERASE C	
					01-17-205-73110	50.78
					Total :	50.78
211014	1/17/2025	007297 SUTTON FORD INC./FLEET SALES	623306		HOSE ASY, TUBE OIL FILTER - UNI	
					01-26-023-72540	313.28
			623469		TUBE OIL FILLER, SEAL, GASKET	
					01-26-023-72540	33.03
			623572		INDICATOR ASSY - OIL - STREET C	
					01-26-023-72540	27.95

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211014	1/17/2025	007297 SUTTON FORD INC./FLEET SALES	(Continued) 623840		END - SPINDLE ROD - POLICE STC 01-17-205-72540	170.76
					Total :	545.02
211015	1/17/2025	000645 TED'S GREENHOUSE INC	529786	VTP-021219	TED'S GREENHOUSE HOLIDAY WA 01-35-000-73112	3,507.00
					Total :	3,507.00
211016	1/17/2025	021542 TELADOC HEALTH INC	3195353		VTP- MENTAL HEALTH PEPM DEC' 01-12-000-72447 01-00-000-13601	1,492.20 204.00
					Total :	1,696.20
211017	1/17/2025	017520 THE COP FIRE SHOP	218436 218751		CORNERSTONE BLACK POLO SHC 01-17-215-73600 BLACK POLO - JACOB VINCI 01-17-220-73610	1,664.00 58.00
					Total :	1,722.00
211018	1/17/2025	021180 THE HUMAN RACE SPORTS INC	133	VTP-020905	BLANKET P.O. FOR UNIFORMS-SH 01-19-000-73610	900.00
					Total :	900.00
211019	1/17/2025	018264 THE LAKOTA GROUP, INC.	23017.02-07 23038-13	VTP-020920 VTP-020920 VTP-020709	HARMONY SQUARE PROJECT 12/1 75-00-002-72742 33-00-002-72742 COMP PLAN CONTRACT WITH LAK 30-00-000-72847	11,640.75 2,384.25 9,199.90
					Total :	23,224.90
211020	1/17/2025	007717 THIRD DISTRICT FIRE CHIEF ASSN	5554	VTP-020890	ANNUAL MABAS 24 DUES & ASSES 01-19-000-72720	1,825.25
					Total :	1,825.25
211021	1/17/2025	007777 THOMPSON ELEVATOR INSPECTION	25-0054 25-0082		2 ELEVATOR CODE INSPECTIONS , 01-33-300-72853 27 ELEVATOR CODE INSPECTIONS	152.00

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211021	1/17/2025	007777 THOMPSON ELEVATOR INSPECTION	(Continued)		01-33-300-72853	1,102.00
					Total :	1,254.00
211022	1/17/2025	021416 TINLEY PARK CONVENTION CENTER	1213-DPF-bk058425000	VTP-021196	EMPLOYEE HOLIDAY PARTY 2024	15,443.15
			1218-DPF-bk058040001	VTP-021197	01-14-000-72974	
					COMMISSION HOLIDAY PARTY 2024	5,851.13
					01-14-000-72975	
					Total :	21,294.28
211023	1/17/2025	019712 TM TIRE CO INC	163976		11R22.5 FIRESTONE FD711 OSD LF	
			163977		01-26-023-73560	1,825.08
					22.5 X 8.25 10-HOLE 5HH ACCUT-L	
					01-26-023-73560	540.00
					Total :	2,365.08
211024	1/17/2025	007930 TRANS UNION	01500188		BASIC SERVICE 11/26-12/25/24 CU	
					01-17-225-72852	250.68
					Total :	250.68
211025	1/17/2025	021973 TUCKER, AMY	011425		2025 BENCHES ON THE AVENUE -	
					01-35-000-72923	425.00
					Total :	425.00
211026	1/17/2025	002613 UNITED HEALTHCARE AARP	184		FY25 MEDICARE SUPPLEMENT BIL	
					01-14-000-72435	8,892.59
					Total :	8,892.59
211027	1/17/2025	010491 UNIVERSITY OF ILLINOIS	UPI12678	VTP-021210	LAW ENFORCEMENT ACADEMY - F	
					01-17-220-72140	7,434.00
					Total :	7,434.00
211028	1/17/2025	021369 US GAS	445454		TINLE4 - PROPANE 33# CUSTOMER	
					60-00-000-73845	45.36
					63-00-000-73845	5.04
					64-00-000-73845	21.60
					01-26-023-73845	72.00
					01-26-025-73845	36.00

Voucher List
Village of Tinley Park

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211028	1/17/2025	021369 US GAS	(Continued)		60-00-000-73845	11.34
					63-00-000-73845	1.26
					64-00-000-73845	5.40
					01-26-023-73845	18.00
					01-26-025-73845	9.00
					Total :	225.00
211029	1/17/2025	020918 USABLUBOOK	INV00303912.		ONLINE ORDER - INDUSTRIAL CHC	
					60-00-000-73620	9.58
					63-00-000-73620	9.58
					64-00-000-73620	8.20
					Total :	27.36
211030	1/17/2025	021665 V3 CONSTRUCTION GROUP LTD	000021224016	VTP-020835	VEGETATION MANAGEMENT AND E	
					65-00-000-72591	17,355.00
					Total :	17,355.00
211031	1/17/2025	012727 VERIPIC INC	34875	VTP-021182	DIGITAL EVIDENCE CLOUD MIGRA	
					01-16-000-72655	4,765.00
					Total :	4,765.00
211032	1/17/2025	011416 VERIZON WIRELESS	6102759886		ACCT#242459316-00001 CENTRAL	
					60-00-000-72127	25.26
					63-00-000-72127	25.26
					64-00-000-72127	21.66
					Total :	72.18
211033	1/17/2025	017446 VETERINARY CLINIC OF TINLEY PK	308975		ANIMAL CONTROL - CAT, EMERGE	
					01-17-220-72240	89.28
					Total :	89.28
211034	1/17/2025	018902 VILLARREAL, RICK	011425		2025 BENCHES ON THE AVENUE -	
					01-35-000-72923	425.00
					Total :	425.00
211035	1/17/2025	010165 WAREHOUSE DIRECT INC	5853149-0		CALENDAR REFILL	
					01-21-000-73110	7.46

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
211035	1/17/2025	010165 WAREHOUSE DIRECT INC	(Continued) 5855459-0		PENS BLACK, FOLDERS 60-00-000-73110 63-00-000-73110 64-00-000-73110 01-26-023-73110 01-26-025-73110	17.61 1.96 8.38 27.95 13.98
					Total :	77.34
211036	1/17/2025	020217 WEX HEALTH INC	0002084648-IN	VTP-020965	FY25 WEX ADMINISTRATIVE FEES 01-12-000-72449	253.00
					Total :	253.00
211037	1/17/2025	021992 WHALEN, MICHAEL	3496084		REIM: AICP DUES 2025 MEMBERS 01-33-310-72720	173.00
					Total :	173.00
211038	1/17/2025	008342 WHOLESALE DIRECT, INC.	000272379		SOCKET, 7 WAY, POLLA/GLASS 60-00-000-72540 01-26-023-72540 60-00-000-72540 63-00-000-72510 64-00-000-72510 01-26-023-72540 63-00-000-72540 64-00-000-72540	29.48 56.16 5.69 1.90 3.25 10.83 9.83 16.85
					Total :	133.99
211039	1/17/2025	021202 WIGHT & COMPANY	240060-008	VTP-020883	EOC RENOVATION - DESIGN & DE 77-00-000-75112	6,960.00
					Total :	6,960.00
211040	1/17/2025	008238 WINSTON'S MARKET	1794		SENIOR LUNCHEON 1/8/25 FOR 10 01-41-056-72937	800.00
					Total :	800.00
125 Vouchers for bank code : apbank						Bank total : 4,388,018.43

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
128	Vouchers in this report				Total vouchers :	4,409,433.23

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

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

_____ Village President

_____ Village Clerk

_____ Date



Interoffice Memo

Date: December 17, 2024

To: Patrick Carr, Village Manager

From: Daniel Ritter, Community Development Director

Subject: Brookside Creek Retail Center (Tinley Park Land Dev LLC) - Annexation Agreement



Project Area Planned Unit Development | Boundary Map

Owner: Village of Tinley Park, Illinois
16250 S. Oak Park Ave., Tinley Park, IL 60477

Date: November 14, 2024

Location: T:\PlangStorage\Plan Commission & ZBA\Project Maps\Brookside Creek Plaza\Brookside Creek Boundary Map



BACKGROUND

The Petitioner, Tinley Park Land Dev LLC (Petitioner/Property Owner), applied for annexation and zoning entitlements in July of 2024. The development is over a ±71.9-acre space, of which ±55-acres is required to be annexed. The proposed Annexation Agreement dictates the development requirements for not only the portion to be annexed, but for the entirety of the development area.

The land was purchased by the Petitioner in February 2022. Since the purchase they have worked to find the best use and development pattern for the property. Due to the number of land incumbrances (floodplain, wetlands, creek, pipelines, limited access to existing traffic signal, etc.) and to keep the development as far from existing residents as possible, it took significant time to design engineer the current proposal. The Petitioner met with neighboring residents on December 10, 2024, to discuss additional concerns. The landscaping plans and fencing is being revised to address the agreed upon layout from that meeting.

An Annexation Agreement has been drafted by the Village Attorney in review with various Village Departments including Administration, Community Development, Finance, and Public Works. The Agreement was also reviewed by the applicant which will be the subject of the Public Hearing scheduled for December 17, 2024. The Agreement outlines the terms of the annexation and addresses such items as the zoning entitlements, public roadway work, and other issues as outlined in the agreement.

DISCUSSION

The Annexation Agreement legitimizes the annexation petition filed by Tinley Park Land Dev LLC and memorializes the conditions of incorporating the 55-acre parcel and the entire 71.9-acre property into the Village of Tinley Park. Following is a summary of the Agreement's major points:

- Zoning entitlements are, subject to their own public hearings and approvals that include the rezoning of the property upon annexation to the B-3, granting of a special use for a Planned Unit Development, and approval of a Plat of Subdivision.
- Provides by attachment the PUD architectural, engineering, and regulating plans and obligates the owner to develop in accordance with these plans. The overall development lots will be phased and developed by separate businesses/developers.
- Proposes an overall development with common area property to be owned and maintained by a Property Owner Association (POA). A dormant/untaxed Special Service Area (SSA) is proposed as a backup in case the POA does not fulfil its duties in the future.
- Extends the Village corporate boundary to include the entirety of the parcel and prevents disconnection.
- Proposes adjacent public right-of-way and utility improvement work to be completed by the Village needed to support the development.
- Provides for relief from all impact, tap-on, connection, and permit fees.
- 20-year overall agreement term.

RECOMMENDATION

Proceed with the Public Hearing and move the item to Village Board for final adoption of the Resolution scheduled for December 17, 2024.





DEL GALDO LAW GROUP, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dlglawgroup.com

• MEMORANDUM •

**TO: THE HONORABLE MAYOR GLOTZ
THE HONORABLE BOARD OF TRUSTEES**

FROM: DEL GALDO LAW GROUP

DATE: JANUARY 17, 2025

**RE: ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE
BROOKSIDE CREEK RETAIL CENTER**

Our office, on behalf of the Village of Tinley Park, Illinois (the “Village”) and Tinley Park Land Development LLC (the “Owner”) have negotiated the attached Annexation and Development Agreement (the “Agreement”) for the Brookside Creek Retail Center (the “Development”) located at the southwest corner of 191st Street and Harlem Avenue, 7251-7551 191st Street and 19200 Harlem Avenue (collectively, the “Property”). A portion of the Property lies outside the Village’s municipal boundaries, and the Owner is seeking to annex said portion into the Village.

The Village published notice and held a public hearing on the annexation of the Property on January 7, 2025. The Corporate Authorities of the Village took no action at that time regarding the annexation or zoning relief sought by the Owner. The Village shall hold an additional public hearing regarding the annexation of the Property on January 21, 2025.

The Property is plagued with stormwater and drainage issues that render much of the Property unbuildable. But for the cooperation of the Village and the Village’s willingness to undertake public right of way and stormwater management projects, the Owner would not be able to undertake the Development.

After receiving input from members of the community and continued discussions with the Owner, the Agreement has been modified, as is permitted under the Illinois Municipal Code, 65 ILCS 5/11-15.1-3. The modified Agreement includes the following:

- a. The Village shall construct a berm along the southern and western boundaries of the Property for the benefit of nearby residents.
- b. The Village may construct a fence along the southern and western boundaries of the Property if it is determined that doing so is in the best interests of Village residents.

- c. The Village will undertake the construction of stormwater management features to reduce nearby and downstream flooding.
- d. The Village will implement a Special Service Area (“SSA”) and impose a tax only on the Development for future maintenance of the largest stormwater compensatory basin. **Please note** that the previous version of the Agreement called for a dormant SSA, which would only impose a tax if the future owners/end users of the Property failed to maintain the common areas, including the stormwater features. The imposition of an active SSA was negotiated after the preparation of the Village’s staff report, and the report is amended through the addition of this memorandum.

Please contact our office at 708-222-7000 with any questions regarding this matter.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2024-R-148

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AND
DEVELOPMEMENT AGREEMENT WITH TINLEY PARK LAND DEV LLC FOR
CERTAIN PROPERTY LOCATED AT A PROPERTY COMMONLY KNOWN AS 7551
191ST STREET (BROOKSIDE CREEK RETAIL CENTER)**

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

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN**

Board of Trustees

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

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

RESOLUTION NO. 2024-R-148

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AND
DEVELOPMENT AGREEMENT WITH TINLEY PARK LAND DEV LLC FOR
CERTAIN PROPERTY LOCATED AT A PROPERTY COMMONLY KNOWN AS 7551
191ST STREET (BROOKSIDE CREEK RETAIL CENTER)**

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

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

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

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

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

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

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

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

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

ADOPTED this 21st day of January 2025, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

PASSED THIS 21st day of January 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of January 2025.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANNY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-148, “A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AND DEVELOPMENT AGREEMENT WITH TINLEY PARK LAND DEV LLC FOR CERTAIN PROPERTY LOCATED AT A PROPERTY COMMONLY KNOWN AS 7551 191ST STREET (BROOKSIDE CREEK RETAIL CENTER),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January 2025.

NANCY M. O’CONNOR, VILLAGE CLERK

Exhibit 1 – Annexation and Development Agreement dated 1/21/2025

ANNEXATION AND DEVELOPMENT AGREEMENT

This **ANNEXATION AND DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of January 21, 2025 (the “**Effective Date**”) by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, an Illinois home rule municipal corporation (the “**Village**”), by and through its President and Board of Trustees (hereinafter referred to collectively as the “**Corporate Authorities**”), and **TINLEY PARK LAND DEVELOPMENT LLC**, an Illinois limited liability company (hereinafter referred to as “**Owner**”). The Village and Owner are sometimes each individually hereinafter referred to as a “**Party**” and sometimes collectively as the “**Parties**”.

WITNESS:

WHEREAS, Owner is the title holder of record of the real estate containing approximately 72 acres located at the southwest corner of 191st Street and Harlem Avenue (excluding the parcel at the hard corner) and legally described on **Exhibit A** attached hereto (the “**Property**”); and

WHEREAS, approximately 17 acres on the east portion of the Property lie within the municipal boundaries of the Village of Tinley Park and approximately 55 acres on the west portion of the Property lie within unincorporated Will County, which 55 acres are contiguous to the municipal boundaries of the Village and constitute territory which may be annexed to the Village as provided by Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1 *et seq.*), which territory is also described on **Exhibit A** attached hereto (the “**Property to be Annexed**”); and

WHEREAS, Owner desires and proposes to improve the Property so that a retail center can be constructed upon it, which retail center is to be known as the Brookside Creek Retail

Center (the “**Center**”); and

WHEREAS, Owner further desires and proposes to subdivide the Property into seven separate retail lots (individually, a “**Lot**” and collectively, the “**Lots**”) as depicted on the final plat of subdivision attached hereto as **Exhibit B** (the “**Final Plat of Subdivision**”) pursuant to the Village’s Subdivision and Development Regulations Ordinance in effect as of the Effective Date of this Agreement (the “**Subdivision Ordinance**”) so that the Center can be developed on the Property pursuant to the provisions and regulations of the Village’s Zoning Ordinance in effect as of the Effective Date of this Agreement (the “**Zoning Ordinance**”), including in particular the regulations of the B-3 General Business and Commercial District (the “**B-3 District**”), and the requirements and restrictions specified in the ordinance attached hereto as **Exhibit C**, entitled “*An Ordinance Granting A Special Use For The Brookside Creek Retail Center Planned Unit Development At 7251-7551 191st Street and 19200 Harlem Avenue (Brookside Creek Retail Center)*” (referred to herein as either the “**Special Use Ordinance**” or the “**Regulating Plan**”); and

WHEREAS, Owner conducted a preapplication review of its development plan with the Village staff with procedures appropriate to a development of the size and scope planned for the Property; and

WHEREAS, Owner has filed with the Village Clerk: (i) a petition to annex the Property to be Annexed to the Village pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (the “**Petition for Annexation**”), together with a plat of annexation (the “**Plat of Annexation**”) for the Property to be Annexed, a copy of which is attached hereto as **Exhibit D**; and (ii) an application to zone the Property in the B-3 District, approve a special use for Planned Unit Development for the Property allowing the uses described herein, and

approve the Final Plat of Subdivision (the “**Owner’s Application**”); and

WHEREAS, Owner’s Application was forwarded to the Corporate Authorities and referred to the Village Plan Commission for review and action (the “**Plan Commission**”); and

WHEREAS, the Plan Commission, pursuant to due notice and advertisement in the manner provided by law, held a public hearing on Owner’s Application and after due consideration and public participation issued a report and made findings of fact and recommendations to the Village President and Board of Trustees of the Village (collectively, the “**Corporate Authorities**”) with respect to Owner’s Application; and

WHEREAS, the Corporate Authorities have received and considered the report and recommendations of the Plan Commission; and

WHEREAS, Owner has advised the Village that, but for the Village’s agreement to provide Owner with the economic development incentives hereinafter described (the “**Economic Development Incentives**”) to offset a portion of the land acquisition and development costs Owner has incurred and will incur in acquiring and improving the Property, Owner would not proceed with the improvement of the Property so that it can be developed with the Center; and

WHEREAS, the Village’s Economic Development Incentives to the Owner consist of: (i) construction of certain hereinafter specified improvements, which projects the Village shall undertake at its cost and expense, including without limitation the consulting and engineering costs associated therewith; (ii) the waiver of the building, permit fees and tap-on fees hereinafter specified; and (iii) the obligation to provide ongoing maintenance for the West Compensatory Storage Basin (as defined herein) to be constructed on the Property; and

WHEREAS, Owner has further advised the Village that, but for the Village’s provision

of the Economic Development Incentive to Owner, proceeding with the improvement of the Property as contemplated by this Agreement would not be economically feasible; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded that the annexation of the Property to be Annexed to the Village and the zoning of the Property on the terms and conditions set forth in this Agreement will enable the Village to control the development of the area, increase the taxable value of the property within the Village, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village and its residents; and

WHEREAS, the Corporate Authorities, after due and careful consideration, have further concluded that it is appropriate to utilize Village funds and assume certain obligations to construct improvements that will make it possible to develop the Property and construct and operate the Center on the Property, and that the provision by the Village of the Economic Development Incentive will produce a material economic benefit to the Village and its residents; and

WHEREAS, the Village, in order to ensure that the development of the Property proceeds in a manner that furthers the public interest, requires certain assurances that Owner will perform certain acts and fulfill certain conditions prior to the making of any commitment with respect to the annexation, zoning and development of the Property and the provision of the Economic Development Incentive to Owner, as hereinafter set forth; and

WHEREAS, Owner, in order to ensure the improvement of the Property in a manner economically feasible, requires both assurances from the Village that it will provide the Economic Development Incentive to Owner and assurances of certain terms which will affect

the development of the Property and the continuation thereof for a definite period of time, as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code and its home rule authorities, the Corporate Authorities held a public hearing on this Agreement pursuant to notice as provided by law on January 7, 2025 and a supplementary hearing on January 21, 2025; and

WHEREAS, the Corporate Authorities, after due deliberation, by ordinance duly passed, have approved this Agreement and authorized and directed the Village President and Village Clerk to execute this Agreement and to take any and all actions necessary to effectuate its terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

I. INCORPORATION OF RECITALS

1.1 The preceding recitals are hereby made a part of this Agreement as if fully set forth in this Article 1.

II. AUTHORITY/ADOPTION OF ANNEXATION AND REZONING ORDINANCES

2.1 Authority/Applicable Law.

This Agreement is made and entered into by the Village pursuant to and in accordance with the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, the Village's home rule authorities, and all other applicable and relevant constitutional and statutory authorities and Village ordinances.

2.2 Adoption of Annexation Ordinance.

Immediately following the Corporate Authorities adoption of an ordinance approving this Agreement, the Corporate Authorities shall adopt an ordinance (the “**Annexation Ordinance**”) annexing the Property to be Annexed to the Village. Certified copies of the Annexation Ordinance, along with a copy of the Plat of Annexation, shall be recorded by the Village with the Will County Recorder’s Office promptly following the Effective Date of this Agreement.

2.3 Adoption of Rezoning Ordinance and Special Use Ordinance.

Immediately following the Corporate Authorities adoption of the Annexation Ordinance, the Corporate Authorities shall adopt an ordinance zoning the Property in the B-3 District (the “**Rezoning Ordinance**”), the Special Use Ordinance (which ordinance shall constitute the Regulating Plan for the Property contemplated by the Planned Unit Development provisions of the Zoning Ordinance), and a resolution approving the Final Plat of Subdivision for the Property. The Special Use Ordinance shall approve the Final Engineering Plans for the Property (as hereinafter defined) and the Preliminary Landscape Plan for the Property (as hereinafter defined) and grant certain exceptions from the Zoning Ordinance, and the Village’s other ordinances, standards, codes and regulations as may be necessary to allow for the development of the Property and the construction of the Center in the manner contemplated by this Agreement. The Rezoning Ordinance shall remain in effect for the Term of this Agreement (as hereinafter defined) and not be amended without Owner’s prior written consent.

2.4 Village Representations as to Necessary Actions.

The Village represents that it has taken all actions and given such notices as may be required by state law and the Village Code: (a) to adopt the ordinance approving this Agreement; (b) to enable the Village to execute this Agreement and fully carry out and perform the terms, covenants, agreements and duties and obligations on its part to be kept and performed, as created and imposed by the terms and provisions hereof; and (c) to adopt the Annexation Ordinance, the Rezoning Ordinance and the Special Use Ordinance.

2.5 Owner Representations as to Necessary Actions.

Owner represents that it has taken all actions needed to enable it to execute this Agreement and fully carry out and perform the terms, covenants, agreements, and duties and obligations on its part to be kept and performed, as created and imposed by the terms and provisions hereof.

III. CONFLICTS

3.1 If any provision or part of this Agreement, the Rezoning Ordinance, the Special Use Ordinance, the Final Plat of Subdivision, the Final Engineering Plans, or the Preliminary Landscape Plan conflicts with the provisions of the Zoning Ordinance, the Subdivision Ordinance, or any other Village ordinance, code, regulation or standard which concerns or affects the zoning, subdivision and improvement of the Property and the construction of the Center on the Property, the provisions, regulations and standards contained in this Agreement, the Rezoning Ordinance, the Special Use Ordinance, the Final Plat of Subdivision, the Final Engineering Plans and the Preliminary Landscape Plan shall control. Notwithstanding the foregoing, changes to Village codes and ordinances which are enacted after the

Effective Date of this Agreement to conform them to the requirements of state or federal laws shall apply to the improvement and development of the Property, and generally applicable Village ordinances, standards and regulations that address or concern matters that are not expressly addressed by this Agreement, the Rezoning Ordinance, the Special Use Ordinance, the Final Plat of Subdivision or the Final Engineering Plans shall apply to the improvement and development of the Property and the construction of the Center on the Property.

IV. THE PLANNED UNIT DEVELOPMENT

4.1 Zoning Ordinance Section VII Matters.

The Property shall be developed in accordance with the requirements of Section VII “Planned Unit Developments” (“**Section VII**”) of the Zoning Ordinance, subject to the provisions set forth below and in the Special Use Ordinance:

4.1.1 The Conceptual Plan and Final Planned Unit Development Plat.

The Final Plat of Subdivision shall constitute the Conceptual Land Use Plan for the Property contemplated by Paragraph B(2) of Section VII, and, collectively, the Final Plat of Subdivision, Final Engineering Plans and Preliminary Landscape Plan shall constitute the Final Planned Unit Development Plat for the Property contemplated by Paragraph B(4) of Section VII.

4.1.2 Open Space.

Notwithstanding any stricter provisions of Section VII to the contrary, not less than ten percent (10%) of the Property shall be reserved and designated for open space purposes, including, but not limited to, open space, greenbelt buffers, easements, stormwater management improvements and/or berms.

4.1.3 Parking and Loading.

Notwithstanding any provision of Section VII or any other provision of the Zoning Ordinance to the contrary, off-street parking and loading requirements for the Center shall be governed only by the Regulating Plan.

4.1.4 Signage.

Notwithstanding any provision of Section VII or any other provision of the Zoning Ordinance to the contrary, signage within the Property shall be governed only by the Regulating Plan. The Regulating Plan, among other things, authorizes: (a) the construction of two Center monument signs, one of which is to be installed at each entrance to the Property on 191st Street and one of which is to be installed at the entrance to the Property on Harlem Avenue, which signs may contain individual sign panels for the various uses established from time to time at the Center, and which signs shall be owned and maintained by either Owner or the property owners' association Owner intends to create for the Property (the "POA") after the Effective Date of this Agreement; and (b) Owner's right to install and maintain two temporary development signs on the Property to market the availability of Lots or tenant spaces at the Center, which temporary signs may contain up to 200 square feet of sign area per sign face and be lighted, subject to the understanding that such temporary signs will be removed by Owner or the POA on or before the 10-year anniversary of the Effective Date of this Agreement.

4.1.5 Exterior Construction Standards.

Notwithstanding any provision of Section VII or any other provision of the Zoning Ordinance to the contrary, exterior construction standards and material requirements shall be governed by the Regulating Plan.

4.2 Use and Site Development Standards.

The Regulating Plan establishes Permitted Uses, Permitted Accessory Uses, Special Uses and Site Development Requirements and Bulk Regulations for the Property. Upon the adoption of the Rezoning Ordinance and the Special Use Ordinance, the described uses, requirements and regulations set out in the Regulating Plan shall be the only such restrictions applicable to the Property except where otherwise provided for in this Agreement.

4.3 Plan and Permitting Approvals for Individual Lots.

4.3.1 Approval of Site, Architectural, Engineering, Construction, Lighting and Landscape Plans.

Site, architectural, engineering, construction, lighting and landscape plans for the individual Lots shall be reviewed by the Village in accordance with the applicable provisions therefor in the Zoning Ordinance. All construction undertaken on any Lot shall be subject to the then-current Village construction and building standards in effect at the time of construction.

4.3.2 Review and Approval Process.

The Village shall use its best efforts to review and provide written comments on any submitted site, architectural, engineering, construction, lighting and landscape plans a party submits to the Village

for an individual Lot within 45 calendar days of its receipt of such plans, and to approve such plans within 30 calendar days of receipt of a fully-compliant set of plans. If any application for approval of a site, architectural, engineering, lighting and landscape plans for an individual Lot is disapproved by the Village, the Village shall provide the applicant a statement in writing specifying the reasons for denial of the application. The applicant shall thereafter resubmit the applicable site, architectural, engineering, construction, lighting and landscape plan for such Lot, and the Village, within 30 calendar days of its receipt of same, shall either approve or disapprove such resubmitted plans. The Village agrees that only changes and portions of the application effected by the changes will be subject to being re-reviewed.

4.4 No Further or Additional Zoning Approvals Required.

Following the adoption of the Rezoning Ordinance and the Special Use Ordinance, no further or additional zoning approvals or public hearings shall be required as a prerequisite to the issuance of building permits for the Property unless a party seeking to develop a Lot with a particular use requires issuance of a special use permit for that use, the approval of a Substantial Deviation (as defined in the Zoning Ordinance) from the provisions of the planned unit development approved by the Special Use Ordinance, or a variation from applicable provisions of the Zoning Ordinance.

V. POTABLE WATER AND SANITARY SEWER SERVICES/ON-SITE STORMWATER MANAGEMENT IMPROVEMENTS/ON-SITE LANDSCAPE IMPROVEMENTS.

5.1 Village Construction of Needed Off-Site Water and Sanitary Sewer Service Improvements.

To the extent they do not exist as of the Effective Date of this Agreement, the Village, at its sole cost and expense, shall construct all off-site potable water and sanitary sewer service improvements needed, if any, to supply potable water and provide sanitary sewage treatment services to the Property.

5.2 Adequacy of Water and Sanitary Sewer Services.

The Village represents and warrants that, as of the Effective Date of this Agreement, it has, and it covenants that at all times during the Term of this Agreement it will have, adequate potable water and sanitary sewage treatment services to serve the Property, as it is intended to be developed and improved with the Center.

5.3 Supply of Water and Sewer Services.

The Village shall supply adequate potable water service and provide sanitary sewer treatment service to the Property as it develops and throughout the Term of this Agreement and it shall allow the connection of potable water service and sanitary sewer trunk and service lines installed on the Property to the Village's water and sewer systems, without payment of any recapture fees, but subject only to: (i) Owner's completion of the On-Site Water and Sewer Improvements (as hereinafter defined); and (ii) payment of the Village's customary and uniformly applied connection fees, subject to the waiver provided for in Section 7.1.2 of this Agreement.

5.4 No Action Pending Which Would Interfere with the Provision of Services.

To the best of the Village's knowledge and belief, there is no administrative, judicial, governmental or quasi-governmental, or legislative action pending or being threatened that would result in a reduction of, or limitation upon, either the Village's ability to provide potable water and sanitary sewer services to the Property in the manner and to the extent contemplated by the provisions of this Agreement or the Owner's right to use the sanitary sewer and potable water supplies and systems serving the Village.

5.5 Owner Construction of Needed On-Site Water and Sewer Improvements.

When it proceeds with the improvement of the Property, Owner, at its sole cost and expense (subject to its receipt of the Economic Development Incentive), shall be responsible for the design, permitting and construction of the on-site water and sanitary sewer improvements (the "**On-Site Water and Sewer Improvements**") needed to serve the Property, which improvements are described by and depicted on the final engineering plans prepared by Manhard Consulting, Ltd., consisting of 30 pages and dated most recently October 25, 2024, copies of which are attached hereto as **Exhibit F** (the "**Final Engineering Plans**"). Under no circumstances shall Owner be responsible for extending watermains, sanitary sewer mains or storm sewers beyond the boundaries of the Property.

5.6 Village Construction of Needed On-Site Stormwater Management Improvements.

The Parties agree and acknowledge that the existing physical condition of the Property contributes to flooding downstream of the Property and negatively

impacts flood mitigation efforts and property values of nearby properties. The Village shall coordinate with Owner's engineers to undertake the design, permitting and construction of the five stormwater detention basins and storm sewer system improvements (said detention basins and storm sewer system improvements being hereinafter collectively referred to as the "**On-Site Stormwater Management Improvements**") needed to serve the Property, reduce downstream flooding, and promote better stormwater management for surrounding properties and roadways. The On-Site Stormwater Management Improvements are also described by and depicted on the Final Engineering Plans and **Exhibit J**.

5.7 Maintenance of On-Site Water and Sewer Improvements.

The maintenance and repair of all On-Site Water and Sewer Improvements shall be Owner's responsibility until such time as Owner conveys such improvements to the POA, at which time Owner's responsibility for such maintenance and repair shall automatically and without further action of the Village terminate. The construction, maintenance and repair of water service lines, sanitary sewer service lines and storm sewers serving buildings constructed on an individual Lot shall at all times be the responsibility of the owner or developer of that Lot.

5.8 Maintenance of On-Site Stormwater Management Improvements and certain Landscaping Improvements.

Owner acknowledges and agrees that the Village, with the Owner's consent and cooperation, may establish a Special Service Area ("SSA") encompassing the Property pursuant to 35 ILCS 200/27-5 *et seq.* and impose a special services

area tax against the various portions of the Property, at a rate to be reasonably determined by the Village, to provide for the future maintenance of the West Compensatory Storage Basin as depicted in **Exhibit J** and the landscaping west of the 14" Buckeye Partners Petroleum Pipeline as depicted on **Exhibit J**. The maintenance of the South Compensatory Storage Basin, East Compensatory Storage Basin, Detention Basin 1 and Detention Basin 2, as depicted on **Exhibit J**, shall initially be the responsibility of the Owner, and thereafter, the POA. The construction, maintenance and repair of storm sewers serving buildings constructed on an individual Lot shall, at all times, be the responsibility of the owner or developer of that Lot.

VI. CONSTRUCTION OF ON-SITE ROAD IMPROVEMENTS, ON-SITE PROJECT LANDSCAPE IMPROVEMENTS, BERM AND ON-SITE FENCE, AND INDIVIDUAL LOT IMPROVEMENTS.

6.1 Construction of On-Site Road and Bridge over Creek.

When it proceeds with the improvement of the Property, Owner, at its expense, shall construct the on-site road depicted on the Final Engineering Plans (together with all necessary curb and gutter, storm drainage and lighting improvements, the **"On-Site Road"**) and the bridge that is to be constructed over the creek that exists on the Property (the **"Bridge"**)(collectively, the On-Site Road and the Bridge are hereinafter referred to as the **"On-Site Road Improvements"**), as depicted on the Final Engineering Plans. Owner shall undertake such construction in accordance with the standards and specifications included on those plans and, subject to the provisions of Section 3.1 of this Agreement, those included in the Subdivision Ordinance.

6.2 Construction of On-Site Project Landscape Improvements.

When it proceeds with the improvement of the Property, Owner, at its sole cost and expense shall construct the landscape improvements (“**On-Site Project Landscape Improvements**”) that are generally depicted on the Preliminary Landscape Plan prepared by Manhard Consulting Ltd., consisting of nine pages and dated most recently October 25, 2024 (the “**Preliminary Landscape Plan**”), a copy of which is attached hereto as **Exhibit G**, which landscape improvements shall be installed in accordance with a final landscape plan which the Village shall approve provided it substantially conforms to the Preliminary Landscape Plan. Notwithstanding the foregoing, the Village shall undertake the initial landscaping of the On-Site Stormwater Management Improvements, at its sole cost and expense.

6.3 Maintenance and Repair of On-Site Road Improvements, On-Site Project Landscape Improvements and On-Site Fence.

Except as hereinafter provided, the maintenance and repair of the On-Site Road Improvements, On-Site Project Landscape Improvements and On-Site Fence (as hereinafter defined) shall be Owner’s responsibility until such time as Owner conveys such improvements to the POA, at which time Owner’s responsibility for such maintenance and repair shall automatically and without further action of the Village terminate. Notwithstanding the foregoing, the Village shall maintain the West Compensatory Storage Basin and landscaping (excluding the proposed berm) west of the 14” Buckeye Partners Petroleum Pipeline as depicted on **Exhibit J** and reimburse itself the costs of such maintenance through the establishment of the SSA. Owner shall construct and provide access to a driveway south of Lot 7 as depicted in **Exhibit J** which

shall be utilized for the parking of landscaping vehicles and equipment of the Village or its contractors for ongoing mowing and landscaping requirements to be used on an as needed basis. The driveway shall be maintained and repaired initially by the Owner and ultimately by the POA.

6.4 Lot Improvements

The owners and developers of the Lots, at their expense (subject to their receipt of any economic development incentive the Village may agree to provide them), shall construct the parking lot improvements, sidewalk improvements, lighting improvements and landscape improvements needed to serve the Property and the uses established on those Lots, to the extent those improvements are not to be constructed by Owner pursuant to this Agreement, as and when those parties proceed to establish those uses on those Lots. Such improvements shall be constructed in accordance with the standards and specifications included on the Final Engineering Plans and in the Subdivision Ordinance, subject to the provisions of Section 3.1 of this Agreement, and in the manner required by the final engineering plans that are approved for such Lots.

VII. PROPERTY OWNERS' ASSOCIATION DECLARATION/ESTABLISHMENT OF SSA

7.1 Recording of POA Declaration.

Owner shall record a declaration of covenants, restrictions and easements against title to the Property concurrently with the recording of the Final Plat of Subdivision, which declaration shall generally be in the form attached hereto as **Exhibit I** (the “POA Declaration”). Among other things, the POA Declaration shall provide for

Owner's, and ultimately the POA's, maintenance and repair of the On-Site Project Improvements, as and to the extent provided for in this Agreement.

7.2 Establishment of Special Service Area.

Owner acknowledges and agrees that the Village, with the Owner's consent and cooperation, may establish a Special Service Area ("SSA") encompassing the Property pursuant to 35 ILCS 200/27-5 *et seq.* and impose a special services area tax against the various portions of the Property, at a rate to be reasonably determined by the Village, to provide for the future maintenance of the West Compensatory Storage Basin as depicted in **Exhibit J** and the landscaping west of the 14" Buckeye Partners Petroleum Pipeline as depicted on **Exhibit J**. The Village shall have also have the right to impose special service area taxes against the Lots to pay, or reimburse itself, for the costs and expenses it incurs in undertaking the maintenance and repair of the On-Site Project Improvements that are to be maintained by the POA should the POA fail to properly or timely undertake needed maintenance or repair. The ordinance and related documents the Village prepares to establish the SSA shall be subject to Owner's reasonable review and approval.

VIII. VILLAGE BUILDING PERMIT, PLAN REVIEW, INSPECTION AND CONNECTION FEES.

8.1 Building Permit, Plan Review and Inspection Fees.

Owner shall not be required to pay, and the Village hereby waives payment of, building permit fees, plan review fees, and inspection fees for the construction of the Owner Improvements (as hereinafter defined). Unless the Village agrees otherwise in a separate written agreement, the developers and owners of the Lots shall pay generally applicable building permit, plan review and inspection fees to

the Village as and when those Lots are developed.

8.2 Water and Sewer Connection Fees.

Owner shall not be required to pay, and the Village hereby waives payment of, water and sewer connection fees, also known as tap-on fees, for the connection of the On-Site Water and Sewer Improvements to the Village's potable water and sanitary sewer systems. Unless the Village agrees otherwise in a separate written agreement, the developers and owners of the Lots shall pay generally applicable water and sewer connection fees to the Village as and when those Lots are developed and as a condition to the issuance of a building permit for the construction of a building on those Lots.

IX. ADDITIONAL VILLAGE IMPROVEMENTS.

9.1 Village Construction Obligations.

The Village, at its sole cost and expense, shall undertake all necessary design, engineering and permitting needed to construct, and, once all permits are obtained, it shall proceed to promptly construct, the following improvements, in addition to those obligations set forth in Article VI of this Agreement, to further the development of the Property and the construction of the Center on the Property (collectively, the “**Village Improvements**”):

9.1.1 Market Place Drive Four-Way Intersection

All grading, excavation, curb-cut, turn-lane and traffic signalization improvements needed to make the intersection of 191st Street and Market Place Drive (the “**Intersection**”) a four-way intersection under stop light control.

9.1.2 191st Street Improvements.

The following improvements to 191st Street (collectively, the “**191st Street Improvements**”):

- a. Widening of 191st Street for turn lanes;
- b. Construction of two right in/right out access entrances to the Property;
- c. Construction of sidewalk/bikepath and right-of-way landscaping improvements along 191st Street; and
- d. Installation of all appropriate striping, crosswalks and signage for the Intersection and the improvements listed above.

9.1.3 Harlem Avenue Improvements

The following improvements to Harlem Avenue:

- a. Widening of turn lanes for a $\frac{3}{4}$ access entrance into the Property; and
- b. Installation of all appropriate striping and signage for such entrance.

9.1.4 On-Site Berm and Fence

The following berm and fence improvements:

- a. a berm (the “**Berm**”) on, along or near the southern and western boundaries of the Property to buffer the Center from residential areas situated to the south and west of the Property; and
- b. The Village reserves the right to construct, but is not obligated to, construct a fence (“**On-Site Fence**”) on the Property along its southern and western boundaries for the benefit of Village residents, as depicted on the Fence Exhibit prepared by Manhard Consulting Ltd., consisting of one page and dated most recently December 19, 2024 (the “**Fence Exhibit**”), a copy of which is attached hereto as **Exhibit H**. The Village reserves the right to, but is not obligated to, construct a bike or multi-use path across the Berm at its cost and expense. If so constructed, the Village will maintain the bike or multi-use path as part of the SSA. If the Village undertakes the construction of a bike or multi-use path, Owner shall dedicate a permanent public easement for the use of the path.

9.2 Wetland Consultant Services.

The Village agrees and acknowledges that the construction of the Intersection improvements described above, may require stormwater management solutions which may impact nearby wetlands. At its sole cost and expense, the Village shall engage the services of a wetland consultant if required for design services and assistance in submitting required permits for stormwater management for that area north of 191st Street, as portions of this area are currently designated as wetlands. The Village shall not be financially responsible for any other wetland consulting work that might need to be performed in furtherance of the development of the Property. Notwithstanding the foregoing, the Parties may pursue the preparation of joint wetland impact and mitigation studies and the issuance of related wetland mitigation permits for the work to be performed at the Intersection and on the Property if they determine that it is in their best interests to so.

9.3 Completion of Village Improvements.

The Village, subject to an event of *Force Majeure*, shall substantially complete the construction of the Village Improvements by December 31, 2025, which date may be extended by the Parties without amending this Agreement, provided such extension is confirmed in writing by Parties.

X. OWNER IMPROVEMENTS

10.1 Owner Construction Obligations.

To the extent Owner proceeds with the improvement of the Property, and subject to the provisions hereinabove set forth, it shall undertake, at its sole cost and expense all necessary design, engineering and permitting needed to construct, and, once all permits are obtained, it shall proceed to promptly construct the following

improvements in furtherance of the improvement of the Property (collectively, the **“Owner Improvements”**):

10.1.1 On-Site Property Improvements.

Owner’s on-site construction obligations shall include, and be limited to, the construction of the following improvements:

- a. the on-site excavation and grading improvements depicted on the Final Engineering Plans required to be undertaken in order to construct the improvements described below;
- b. the On-Site Water and Sewer Improvements;
- c. the On-Site Road Improvements; and
- d. the On-Site Project Landscape Improvements, other than landscaping around the On-Site Stormwater Management Improvements.

10.1.2 East-West Storm Sewer.

Owner shall construct a storm sewer running across the Property in an east-west direction and under the creek situated on the Property to convey stormwater running through or accumulating on the Property in a manner that benefits both the Property and surrounding properties, which work Owner shall undertake in accordance with engineering plans the Village approves after the Effective Date of this Agreement (the **“East-West Storm Sewer”**).

10.2 Construction of Owner Improvements.

To the extent Owner proceeds to construct the Owner Improvements, it shall do so in accordance with the Final Engineering Plans, the Subdivision Ordinance (subject to the provisions of Section 3.1 of this Agreement, and such other engineering plans as may be approved by the Village after the Effective Date of this Agreement.

10.3 Completion of Owner Improvements.

Owner, provided it proceeds with the improvement of the Property, and subject to an event of *Force Majeure*, shall substantially complete the construction of the Owner Improvements by December 31, 2025, which date may be extended by the Parties without amending this Agreement, provided such extension is confirmed in writing by Parties.

XI. BUILDING ORDINANCES/BUILDING AND OTHER PERMITS/LAND DEVELOPMENT ACTIVITIES.

11.1 Building Ordinances

Except as specifically provided otherwise in this Agreement, the Rezoning Ordinance or the Special Use Ordinance, or as may otherwise be approved by the Corporate Authorities, the construction of buildings on the Property shall comply with all building code ordinances and other Village standards and regulations which are in effect in the Village at the time a party submits a building permit application to the Village to undertake that construction.

11.2 Building and Other Permits.

11.2.1 Review and Issuance of Permits and Approvals.

11.2.1.1 Applications for Building Permits.

Except as expressly provided elsewhere in this Agreement, following Village approval of a final engineering plan for a Lot, application may be made for, and the Village agrees to use its best efforts to issue, building permits for a building a party seeks to construct on such Lot within 45 calendar days of its receipt of a complete building permit application for such building. The building permit applicant shall be notified if a submitted application is incomplete or if the plans

referenced in such application need to be modified or corrected. At such party's request, the Village shall issue building permits in phases. For example, site plans, foundation plans, mechanical, electrical and plumbing plans, and architectural plans may all be permitted separately to expedite construction. At request of a building permit applicant, the Village shall also issue building permits prior to the completion of the water, sanitary sewer and stormwater management improvements that will be needed to serve the building which is the subject of that application, and prior to the construction of necessary on-site roadway and parking lot improvements and necessary off-site roadway improvements; however, substantial completion of these improvements will be a condition to the Village's issuance of an Occupancy Permit for such building.

11.2.1.2 Disapproval.

If any application for building permit is disapproved, the Village shall provide the applicant with a statement in writing specifying the reasons for denial of the application.

11.2.1.3 Final Grading Plans.

The Village shall use its best efforts to review and provide written comments on or approve final grading plans submitted by a party seeking to develop a Lot within 30 calendar days of receipt of an application for a grading permit with a full set of grading plans. The Village shall issue a grading permit within two calendar days of final grading plan approval. After approval of final grading plans by the Village Engineer

for such Lot, a party may undertake, at its own cost and risk, grading operations on such Lot regardless of whether or not the Village has approved the final engineering plans for such Lot.

11.2.1.4 IEPA Applications.

The Village shall review any complete Illinois Environmental Protection Agency (“IEPA”) application prepared for filing by a party within 10 business days of the Village’s receipt of same and shall sign the permit application as soon as it has approved the application, notwithstanding the fact that the final engineering plan for the relevant Lot has not yet been approved by the Village. If after the time of such submittal, review of a party’s final engineering plans makes necessary a change or changes to the applicable IEPA permit application, such party shall be solely responsible for filing an amended application with the IEPA and/or preserving with the IEPA the log number and priority position of said application for purposes of IEPA review and approval.

11.2.1.5 Requirement for Building Permits.

Nothing in this Agreement shall be construed as a waiver of the requirement that a building permit be obtained and the appropriate building permit fee paid as required by the Village building code for each building that is to be constructed within the Center.

11.3 Land Development Activities/Improvement Security/Construction Trailers/Construction Access and Hours/Third Party Permits.

11.3.1 Land Development Activities.

At any time after the Effective Date of this Agreement, Owner, at its own

cost and risk, may undertake excavation, mass grading, erosion and sedimentation control, water retention and detention, filling, soil stockpiling and site grading in and upon the Property or any portion thereof once the Village has issued a mass grading permit for the grading and drainage improvements and Owner has installed erosion and sedimentation control measures in accordance with the grading plan. Soil stockpiles may remain upon the Property or any portion thereof for a period of 10 years from the date that is the earlier of (i) the issuance of the mass grading permit, or (ii) the issuance of the site development permit. Proposed locations for stockpiles, if any, must be shown on the final grading plan, subject to the approval of the Village's engineer. Following the expiration of such 10-year period, any remaining soil stockpiles shall be either (i) removed from the Property, or (ii) leveled, turf seeded, and maintained by Owner or subsequent owners, as applicable, and may be respread for use in subsequent phases of development.

11.3.2 Construction Trailers.

Owner shall have the right to maintain construction trailers, storage trailers and storage facilities on the Property. A Village permit must be obtained for the construction trailer, which will not be unreasonably withheld, and such permit must be current and will be subject to renewal on an annual basis.

11.3.3 Construction Access.

11.3.3.1 Owner's construction access to the Property shall be permitted off of 191st Street at the three curb-cuts that exist on the Property as of the Effective Date of this Agreement, provided the party using those curb-cuts for construction vehicle access removes, or uses good faith efforts to cause other parties to remove, construction-related dirt from 191st Street at the end of each workday, and promptly repairs, or uses good faith efforts to cause other parties to repair, any damage to 191st Street that is caused by such use. Owner shall be responsible for obtaining necessary permits or other authorization from Will County for such access, if required. If Owner seeks construction access from Harlem Avenue, Owner shall be solely responsible for obtaining necessary permits or authorizations from IDOT.

11.3.3.2 Owner shall prepare and provide a construction easement (the "**Construction Easement**") to the Village for the construction of On-Site Stormwater Management Improvements, and thereafter, shall prepare and provide the Village with a permanent easement for the maintenance of the West Compensatory Storage Basin and surrounding landscaping west of the 14" Buckeye Partners Petroleum Pipeline as depicted on Exhibit J (the "**Maintenance Easement**"). The Maintenance Easement shall be recorded against the Property and shall run with the land. The Construction Easement and Maintenance Easement shall be attached hereto and shall serve as Exhibits to this Agreement without any further amendment to this Agreement. Owner

shall, at its sole cost and expense, prepare the Construction Easement and the Maintenance Easement and record the same against the Property.

11.3.4 Construction Hours.

Owner and the owners and developers of the Lots shall have the right to undertake land development and building construction activities on the Property from 7:00 a.m. to 7:00 p.m., Monday through Friday, and from 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.

11.4 No Performance Security or Maintenance Security Required.

Because Owner is not constructing any improvements pursuant to this Agreement which are ultimately to be conveyed to and owned by the Village as “public improvements”, it shall not be required to deliver to the Village any payment or performance surety bonds or letters of credit, or any maintenance surety bonds or letters of credit, in connection with or as a condition precedent to its commencement of construction of the Owner Improvements.

11.5 Third Party Permits.

The Village shall cooperate with Owner, at Owner’s expense, in applying for and obtaining such governmental permits and approvals as may be required from time to time to develop the Property in accordance with this Agreement, the Rezoning Ordinance and the Regulating Plan. Such permits and approvals shall include, but not be limited to, those issued or required by Will County, IDOT, and the IEPA for any purpose, including access, construction and use of sewer and water mains, construction and use of roadways (including access points and curb-cuts) construction and use of stormwater detention areas as

contemplated in this Agreement.

XII. MISCELLANEOUS.

13.1 Disconnection.

Owner agrees and acknowledges, in consideration of the Village's payment of the Economic Development Incentive to Owner and the other contributions and commitments the Village has made to Owner in this Agreement, and provided the Village is not in default under the provisions of this Agreement, it will not disconnect the Property, in whole or in part, from the Village. This Section shall survive the termination of this Agreement.

13.2 No Merger.

The agreements contained herein shall survive the annexation of the Property to be Annexed and shall not be merged into or extinguished by the annexation of the Property to be Annexed to the Village.

13.3 No Personal Liability of Corporate Authorities.

The Parties acknowledge and agree that the individuals who are members of the group constituting the Corporate Authorities of the Village are entering into this Agreement in their corporate capacities as members of such a group and shall have no personal liability in their individual capacities.

13.4 Facilitation of Development.

The Parties acknowledge and agree that the successful performance of their respective obligations under this Agreement will require their continued cooperation. The Village and Owner hereby evidence their intent to cooperate in the resolution of mutual problems and their willingness to facilitate the development and the use of the Property, as contemplated by the provisions of this Agreement.

13.5 Remediation.

If for any reason the annexation of the Property to be Annexed, in whole or in part, is ruled by a court of competent jurisdiction to be invalid, then this Agreement shall remain in effect and the Corporate Authorities agree that they shall, as soon as possible, upon proper petition, which Owner shall promptly provide, annex the Property to be Annexed, or the relevant portion thereof, to the Village in a valid manner upon the terms and conditions contained herein.

13.6 Term of Agreement.

This Agreement will be binding on the Parties for a term of 20 years from the Effective Date (the “**Term**”). In the event the annexation or zoning contemplated by this Agreement is challenged in any legal proceeding, then, to the extent permitted by law, the period of time during which such proceedings are pending final determination shall toll the Term.

13.7 Sale of Property or a Lot.

If the Property is sold and conveyed by Owner to another party, and such party assumes Owner’s obligations under this Agreement with respect to the improvement of the Property, Owner shall thereupon be released from such

obligations. If Owner sells a Lot to a third party, Owner's rights under this Agreement relating to the zoning and development of such Lot and the construction of improvements on such Lot shall be deemed to have been assigned to such third party.

13.8 Time of the Essence.

It is understood and agreed that time is of the essence of this Agreement and that both Parties will make every reasonable effort to expedite the subject matters hereof. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

13.9 Binding Effect of Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns and upon successor owners and developers of the Lots.

13.10 No Third Party Beneficiaries.

The provisions of this Agreement shall not create, either expressly or by implication, any third-party beneficiary rights in any third parties.

13.11 Notices.

Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by email (provided that, to be effective, emailed notices must be supplemented with a notice sent by one of the other notice methods within two business days of delivery of

such emailed notice); or (iv) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received. Any notice required or permitted to be given pursuant to this Agreement shall be delivered or sent to the following respective addresses of the Parties:

If to Owner: Tinley Park Land Development LLC
c/o GSP Development LLC
1111 E. Touhy Avenue, Suite 230
Des Plaines, IL 60018
Attention: Lawrence Debb, Manager
Email address: ldebb@gspdevelopment.com

With copies to: Meltzer, Purtill & Stelle LLC
1515 E. Woodfield Road, Suite 250
Schaumburg, IL 60133
Attention: Harold W. Francke
Email address: hfrancke@mpsllaw.com

If to Village: Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477
Attention: Village Manager
Email address: pcarr@tinleypark.org

With copies to:

Del Galdo Law Group, LLC
1441 S. Harlem Ave
Berwyn, IL 60402
Attention: Michael T. Del Galdo
Email address: delgaldo@dlglawgroup.com

13.12 Default.

In the event a Party defaults in the performance of its obligations set forth in this Agreement, then the non-defaulting Party shall give notice to the defaulting Party setting forth the alleged default in detail. The defaulting Party shall have 60 calendar days from the effective date of such notice to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. In the event the defaulting Party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default will be cured in a timely manner, then following expiration of said 60-day period, the non-defaulting Party may seek to enforce this Agreement in the courts of Will County, Illinois. In the event Owner is in default and the same is not cured as set forth herein, the Village shall be under no obligation to undertake or complete the improvements to the Intersection, 191st Street or Harlem Avenue, nor to continue to waive any connection fees, building permit or inspection fees for the benefit of Owner.

13.13 Definitions.

Terms not specifically defined in this Agreement shall have the meanings attributed to them in the Zoning Ordinance and, if not defined in the Zoning Ordinance, they shall have the meanings given them in normal discourse.

13.14 Release, Indemnification and Hold Harmless Provisions.

This Section shall survive the termination of this Agreement.

13.14.1.1 Release. Owner releases the Village, the Corporate Authorities, and its officers, agents, employees, consultants and legal counsel (collectively, the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about the Property, or resulting from the performance of Owner’s obligations under this Agreement. The foregoing shall not extend to losses, damages or injuries that are incurred as a result of the Indemnified Parties’ gross negligence or willful misconduct.

13.14.1.2 Indemnification. Owner agrees to indemnify the Indemnified Parties, against, and to hold the Indemnified Parties harmless from, any claims, demands, suits, costs, expenses (including reasonable attorney’s fees), actions or other proceedings that they may suffer, sustain or incur as a result of actions taken by Owner under this Agreement, provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Village in this Agreement or to claims, demands, suits, costs, expenses (including reasonable attorney’s fees) arising out of or related to the gross negligence or willful misconduct of the Indemnified Parties.

13.14.1.3 No Personal Liability. No liability, right or claim at law or in equity shall attach to or shall be incurred by the Corporate Authorities or the officials, attorneys, agents and/or employees of the Village, and any such rights or claims of Owner are hereby expressly waived and released as

a condition of and as consideration for the execution of the Agreement by the Village. The foregoing waiver and release shall not extend to liabilities, claims or rights arising out of the Indemnified Parties' willful misconduct or gross negligence.

13.15 Force Majeure.

As used in this Agreement, the term "*Force Majeure*" includes: strikes, lock-outs, other labor disputes and shortages of qualified tradesmen; pandemic, epidemic, or area wide health emergencies; bankruptcy filings by contractors and materialmen; inability to procure or rationing of necessary materials and supplies; power failures, shortages of power generation equipment and rolling blackouts; acts of God and nature including storms, floods, extreme heat or cold, tornadoes and other natural events which hinder or prevent construction; delays by permitting authorities in the issuance of permits or approvals for which applications have been made; institution of proceedings and administrative or judicial orders halting or restricting work during the pendency of such proceedings; governmental restrictions; enemy action, acts of terrorism, war, or civil commotion or unrest; inability of or delays in obtaining offsite easements or rights of way; fires, unavoidable casualties or other causes beyond the reasonable control of Owner.

13.16 Entire Agreement/Exhibits.

This Agreement sets forth all agreements, understandings, and covenants between the Parties relative to the subject matter hereof. This Agreement supersedes and all other prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the Parties. All exhibits to this Agreement are incorporated into it by this reference to them.

13.17 Consents and Approvals.

Unless provided otherwise in this Agreement, whenever the consent or approval of either the Village or Owner, or of any of their respective employees, consultants, attorneys, agents or representatives, is required to be given or rendered under this Agreement, the same shall not be unreasonably withheld, delayed or conditioned.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Village and Owner have caused this instrument to be executed by their respective proper officials, duly authorized to execute the same, to be effective as of the day and year first above written.

Village:

VILLAGE OF TINLEY PARK,
an Illinois home rule municipal corporation

Attest:

By: _____
Village Clerk

By: _____
Village President

STATE OF ILLINOIS)
)
COUNTIES OF COOK AND WILL)

I, the undersigned, a Notary Public in and for the Counties and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the Village President and Village Clerk, respectively, of the Village of Tinley Park, and personally known to me to be the same persons whose names are subscribed to the foregoing annexation and development agreement, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed said annexation and development agreement as such President and Village Clerk pursuant to authority given them by the Corporate Authorities of the Village of Tinley Park, as the free and voluntary act and deed of said Village for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2025.

Notary Public

Owner:

TINLEY PARK LAND DEVELOPMENT LLC,
an Illinois limited liability company

By: _____
Name: Lawrence Debb, Manager

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Lawrence Debb, personally known to me to be the Manager of Tinley Park Land Development LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing annexation and development agreement, appeared before me this day in person and acknowledged that he signed said annexation and development agreement as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2025.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NO. R2002-112732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

Permanent Index number: 19-09-12-200-011-0010 and 19-09-12-200-011-0020

LEGAL DESCRIPTION OF THE PROPERTY TO BE ANNEXED

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;

(EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H AND ALSO THAT PART TAKEN BY THE PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NUMBER R2002-112732;

AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CIRCLE OF 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THAT PORTION LYING EAST OF FLOSSMOOR DITCH PREVIOUSLY ANNEXED INTO THE VILLAGE OF TINLEY PARK;

IN WILL COUNTY, ILLINOIS.

Permanent Index number: 19-09-12-200-011-0010

EXHIBIT B

FINAL PLAT OF SUBDIVISION

EXHIBIT C

THE PLANNED UNIT DEVELOPMENT REGULATING PLAN

EXHIBIT D

PLAT OF ANNEXATION

EXHIBIT E

PUD REQUIREMENTS

EXHIBIT F

FINAL ENGINEERING PLANS

EXHIBIT G

PRELIMINARY LANDSCAPE PLAN

EXHIBIT H

FENCE EXHIBIT

EXHIBIT I

POA DECLARATION

EXHIBIT J



Interoffice Memo

Date: December 17, 2024

To: Committee of the Whole and Village President

CC: Pat Carr, Village Manager

From: Daniel Ritter, AICP
Community Development Director

Subject: Annexation of 7551 191st Street (Brookside Creek Retail Center)

Background

The property at the common address of 7551 191st Street has been petitioned to be annexed into the village by GSP Development Inc, on behalf of the owner, Tinley Park Land Dev LLC. The parcel being annexed is an approximately 55.1-acre lot that is contiguous to the Village of Tinley Park. There are corresponding requests that include approval of an Annexation Agreement, Rezoning to B-3, Special Use for a PUD, and Plat approvals. The annexed parcel will be developed as part of the proposed 71.9-acre Brookside Creek Retail Center.

Recommendation

It is recommended to adopt the annexation ordinance at the Village Board meeting later this evening.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. 2024-O-063

AN ORDINANCE ANNEXING THE PROPERTY AT 7551 191ST STREET (BROOKSIDE CREEK RETAIL CENTER)

MICHAEL W. GLOTZ, PRESIDENT

NANCY M. O’CONNOR, VILLAGE CLERK

WILLIAM P. BRADY

WILLIAM A. BRENNAN

DENNIS P. MAHONEY

MICHAEL G. MUELLER

KENNETH E. SHAW

COLLEEN M. SULLIVAN

Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2024-O-063**AN ORDINANCE ANNEXING THE PROPERTY AT 7551 191ST STREET
(BROOKSIDE CREEK RETAIL CENTER)**

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

WHEREAS, pursuant to Section 7-1-1 of the Illinois Municipal Code (65 ILCS 5/7-1-1), the Village of Tinley Park ("Village") is authorized to annex any territory that is not within its corporate limits but is contiguous to the Village; and

WHEREAS, a petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park requesting that a territory, described herein, be annexed to the Village of Tinley Park, Cook and Will Counties; and

WHEREAS, the aforesaid petition is in proper form under oath, signed by all owners of record of all the land within the territory and also by all the electors within or on said territory; and

WHEREAS, said territory is contiguous to the corporate limits of the Village; and

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by the statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Will County; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the annexation agreement and state law; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, have determined that it is in the best interest of said Village and its residents that the territory be annexed to 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, STATE AS FOLLOWS:

SECTION 1: That the Village hereby incorporates all the recitals above into this Ordinance as if fully set forth herein.

SECTION 2: That the following territory described be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties, Illinois pursuant to 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8 as shown in the Plat of Annexation in **Exhibit A**.

LEGAL DESCRIPTION OF TERRITORY: THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NO. R2002-1 12732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL, LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING); AND ALSO EXCEPTING THAT PORTION LYING EAST OF FLOSSMOOR DITCH PREVIOUSLY ANNEXED INTO THE VILLAGE OF TINLEY PARK; IN WILL COUNTY, ILLINOIS.

P.I.N.: 19-09-12-200-011-0010

COMMONLY KNOWN AS: 7551 191st Street, Tinley Park, Illinois

Together with any adjacent street or highway required by law to be annexed pursuant to the provisions of 65 ILCS 5/7-1-1 and 65 ILCS 5/7-1-8. The annexation of the above-described territory shall extend to the far side of any adjacent highway and shall include all of every highway within said territory.

SECTION 3: Within thirty days of the approval of this Ordinance, the Village Clerk is hereby, authorized and directed to record in the Office of the Will County Recorder of Deeds a certified copy of this Ordinance, including the Plat of Annexation. The Village Clerk is further authorized and directed to notify the Election Authorities, as defined in Section 7-1-1 of the Illinois Municipal Code, and the United States Post Office branches serving the Property of the Annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

SECTION 4: If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED THIS 21st day of January, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of January, 2025.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

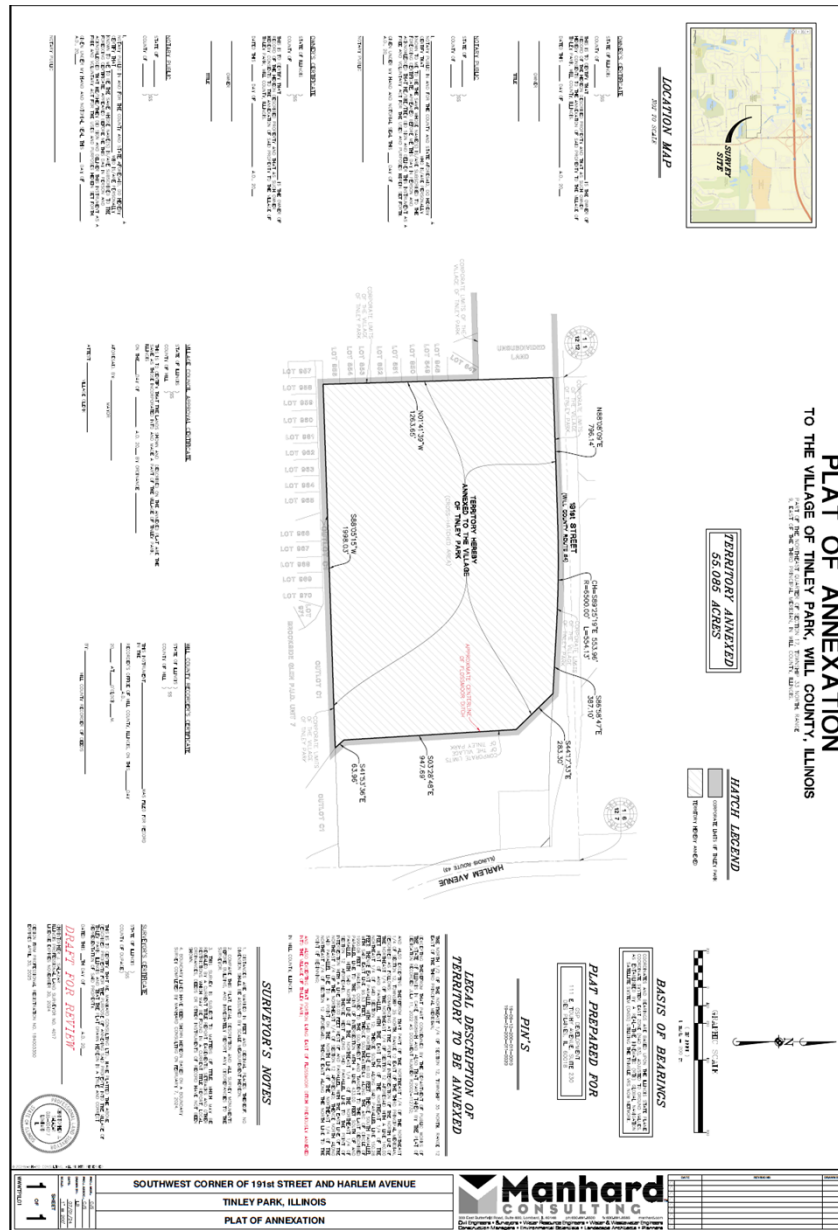
STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2024-O-063, “AN ORDINANCE ANNEXING THE PROPERTY AT 7551 191ST STREET (BROOKSIDE CREEK RETAIL CENTER)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

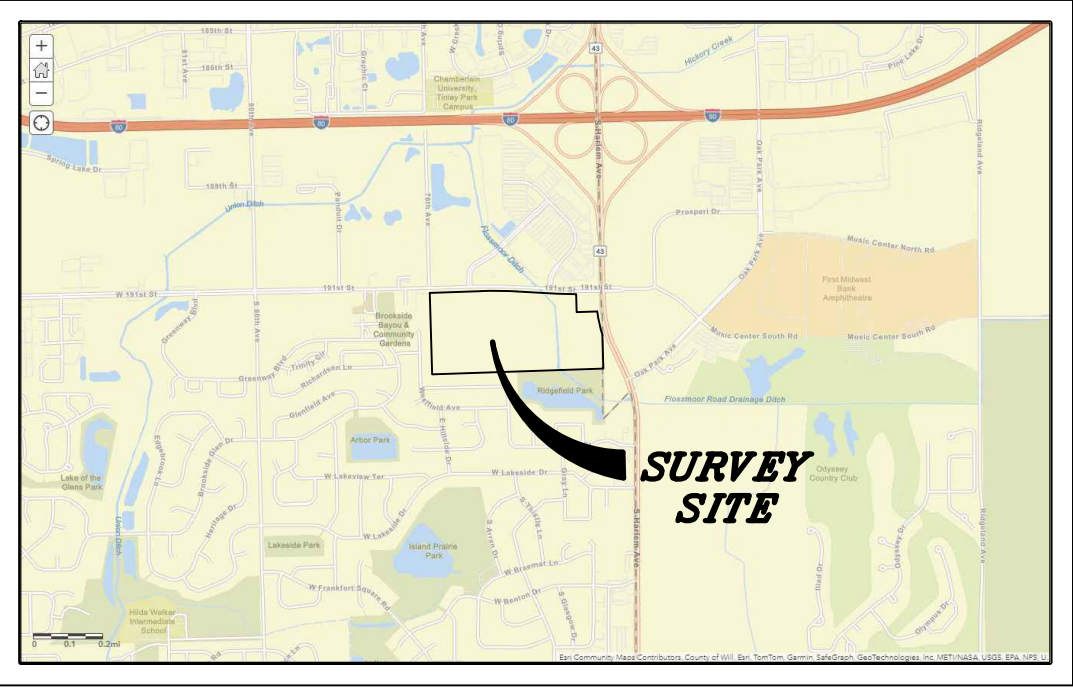
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January, 2025.

VILLAGE CLERK



PLAT OF ANNEXATION TO THE VILLAGE OF TINLEY PARK, WILL COUNTY, ILLINOIS

PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



LOCATION MAP

NOT TO SCALE

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF)SS

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF RECORD OF THE HEREON DESCRIBED PROPERTY AND THAT AS SUCH OWNER HEREBY CONSENTS TO THE ANNEXATION OF SAID PROPERTY TO THE VILLAGE OF TINLEY PARK, WILL COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D., 20____

OWNER

TITLE

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ____ DAY OF _____ A.D., 20____

NOTARY PUBLIC

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____)SS

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF RECORD OF THE HEREON DESCRIBED PROPERTY AND THAT AS SUCH OWNER HEREBY CONSENTS TO THE ANNEXATION OF SAID PROPERTY TO THE VILLAGE OF TINLEY PARK, WILL COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____ A.D., 20____

OWNER

TITLE

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ____ DAY OF _____ A.D., 20____

NOTARY PUBLIC

VILLAGE COUNCIL APPROVAL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)SS

THIS IS TO CERTIFY THAT THE LANDS SHOWN AND DESCRIBED ON THE ANNEXED PLAT ARE THE SAME AS THOSE INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF TINLEY PARK, ILLINOIS

ON THE ____ DAY OF _____ A.D. 20____ BY ORDINANCE _____

AFORESAID. BY: _____ MAYOR

ATTEST: _____ VILLAGE CLERK

WILL COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF WILL)SS

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE _____

RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, ON THIS ____ DAY ____ A.D.,

20____, AT ____ O'CLOCK ____ M.

BY: _____ WILL COUNTY RECORDER OF DEEDS

HATCH LEGEND

CORPORATE LIMITS OF TINLEY PARK

TERRITORY HEREBY ANNEXED

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) UTILIZING THE TRIMBLE VRS NOW NETWORK.

PLAT PREPARED FOR

GSP DEVELOPMENT
111 E. TOUHY AVENUE, SUITE 230
DES PLAINES, IL. 60018

PIN'S

19-09-12-200-011-0010
19-09-12-200-011-0020

LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED

THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN;

(EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H AND ALSO THAT PART TAKEN BY THE PLAT OF DEDICATION RECORDED JULY 11, 2022 AS DOCUMENT NUMBER R2002-112732;

AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CIRCLE OF 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AFORESAID, THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THAT PORTION LYING EAST OF FLOSSMOOR DITCH PREVIOUSLY ANNEXED INTO THE VILLAGE OF TINLEY PARK;

IN WILL COUNTY, ILLINOIS.

SURVEYOR'S NOTES

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD HAVE NOT BEEN SHOWN.
- BOUNDARY LINES HAVE BEEN SHOWN HEREON BASED ON A BOUNDARY SURVEY COMPLETED BY MANHARD CONSULTING ON FEBRUARY 7, 2024.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)SS

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE PLATED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF ANNEXING SAID PROPERTY INTO THE VILLAGE OF TINLEY PARK, ILLINOIS AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

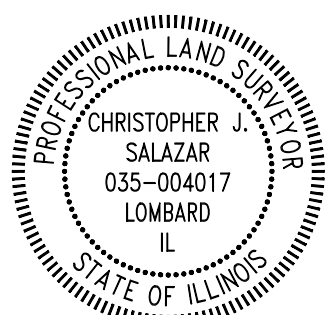
DATED THIS ____ TH DAY OF _____ A.D. 20____

CHRYSTOPHER J. SALAZAR

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4017
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350
EXPIRES APRIL 30, 2025

DRAFT FOR REVIEW



SOUTHWEST CORNER OF 191st STREET AND HARLEM AVENUE

TINLEY PARK, ILLINOIS

PLAT OF ANNEXATION

PROJ. MGR.: CJS
PROJ. ASSOC.: CJS
DRAWN BY: LB
DATE: 07/01/24
SCALE: 1" = 200'
SHEET
1 OF 1
WWWTPIL01

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. 2024-O-065

AN ORDINANCE GRANTING A SPECIAL USE FOR THE BROOKSIDE CREEK
RETAIL CENTER PLANNED UNIT DEVELOPMENT AT 7251-7551 191ST STREET
AND 19200 HARLEM AVENUE (BROOKSIDE CREEK RETAIL CENTER)

MICHAEL W. GLOTZ, PRESIDENT

NANCY M. O’CONNOR, VILLAGE CLERK

WILLIAM P. BRADY

WILLIAM A. BRENNAN

DENNIS P. MAHONEY

MICHAEL G. MUELLER

KENNETH E. SHAW

COLLEEN M. SULLIVAN

Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2024-O-065**AN ORDINANCE GRANTING A SPECIAL USE FOR THE BROOKSIDE CREEK
RETAIL CENTER PLANNED UNIT DEVELOPMENT AT 7251-7551 191ST STREET
AND 19200 HARLEM AVENUE (BROOKSIDE CREEK RETAIL CENTER)**

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

WHEREAS, a petition for the granting of a Special Use to create the new Brookside Creek Retail Center Planned Unit Development (PUD) at 7251-7551 191st Street And 19200 Harlem Avenue, near the southwest corner of 191st Street and Harlem Avenue intersection but excluding the hard corner of 7201 191st Street in Tinley Park (“Subject Property”), has been filed by GSP Development Inc., on behalf of Tinley Park Land Dev LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on whether the special use for a Planned Unit Development should be granted on December 5, 2024, at the Village Hall of this Village of Tinley Park (“Village”), at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 5-0 and has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

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

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

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

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

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village;
- B. The Planned Unit Development will not substantially injure, or damage the use, value, and enjoyment of the surrounding property, nor hinder or prevent the development of surrounding property in accordance with the Land Use Plan of the Village;
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated;
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police, and fire protection;
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- F. The street system serving the Planned Unit Development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the Planned Unit Development will be adequate to serve the residents or occupants of the proposed development;
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities, or common open space, the developer shall provide and submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained;
- H. The general development plan shall contain such proposed covenants, easements, and other provisions relating to the bulk, location, and density of residential buildings, non-residential

uses and structures, and public facilities as are necessary for the welfare of the Planned Unit Development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development;

- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably be required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion; and
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The proposed Planned Unit Development will not be detrimental to the Village, its residents, or its visitors.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The proposed Special Use will not be injurious to the use or enjoyment of other properties in the immediate vicinity. There is a large setback of commercial development from surrounding residential properties. Additionally, the development will include landscape buffers from any residential properties. The proposal will not diminish or impair property values.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The proposed Special Use will not impede normal and orderly development and will instead enable the development of approximately 72 acres at a major gateway to the Village. Cross-access will be provided to neighboring properties from adjacent development lots.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The proposed Special Use will provide all necessary utility, transportation, and drainage facilities for the development to be safe and efficient.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
All future development within the PUD will be reviewed to ensure safe and convenient ingress and egress to minimize congestion on major roadways. An Internal roadway system allows for access to the PUD as a whole and keep traffic off the public roads.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board

pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.

The proposed Special Use will conform to all Village Codes and Ordinances not otherwise noted within the PUD Ordinance or documents.

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

The proposed Special Use will enable the development of approximately 79 undeveloped acres, which will generate substantial tax revenue for the Village and other local governments that rely on property taxes. The development will encourage additional retail, entertainment, and commercial development in the area. Individual lot developments will bring additional jobs to Tinley Park.

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

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NO. R2002-1 12732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL, LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

PINs: 19-09-12-200-011-0010 & 19-09-12-200-011-0020

Commonly known as: 7251-7551 191st Street and 19200 Harlem Avenue, Tinley Park, Illinois (Southwest corner of 191st Street and Harlem Avenue, excluding the hard corner of 7201 191st Street)

SECTION 4: That a Special Use Permit for a Final Planned Unit Development for the Brookside Creek Retail Center at the Subject Property, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, and subject to the following conditions, is hereby granted:

1. The purpose and intent of this PUD is to develop a cohesive district with commercial and retail-type uses contained within a built form that supports both vehicular and pedestrian travel of nearby residents and visitors.
2. The base zoning within this PUD is B-3, General Business and Commercial. The development standards of the B-3 zoning district apply to all developments within the PUD, unless otherwise stipulated by an amendment to the PUD.
3. The land uses permitted within the Odyssey Entertainment District will be consistent with the Zoning Ordinance use allowances for the district except as noted in the table attached as **Exhibit B**.
4. This PUD exempts the project from the UD-1 Urban Design Overlay standards in the Zoning Ordinance Sec. V.D.2., except the for the Access requirements in Sec. V.D.2.C, which will remain in effect. However, the intent of this exemption is to reduce the number of variations/exceptions from the specifics of the UD-1 overlay, rather than ignore the purpose and intent of the overlay. The overall PUD Master Plan and individual lot site design must prioritize pedestrian travel over automobile travel and must be designed in a manner that provides a safe and pleasant pedestrian environment.
5. A Special Service Area (SSA) shall be established over the development to begin at the time of Final Approval. This shall be finalized with the county prior to any transfer of ownership or any lots, closings, or occupancy permits being issued.
6. The final approval of all plans is subject to final engineering approval of all plans by the Village Engineer and any other jurisdictional approvals, including but not limited to Cook County DOT, MWRD, and IEPA.
7. A berm shall be established along the perimeter landscape buffer area of the overall development, while a 6-foot-high privacy fence shall be installed along the perimeter of the private developments that face or are visible from neighboring residential homes.
8. Landscaping plans shall be coordinated to use consistent layout, design, and species across common area properties and privately developed lots to keep a consistent landscaped appearance across the PUD.
9. Lighting shall be coordinated to use consistent layout, design, and manufacturer specs across common area properties (roadway) and privately developed lots to keep a consistent lighting design, lighting color, and light levels.

10. Any requirements as listed in the Annexation Agreement Approved on December 17, 2024, shall also be incorporated into and constitute regulations of the PUD.

11. The following Development-wide signs are permitted(Examples in **Exhibit C**):

a. Monument Shopping Center Signs

- i. Number of Signs: A maximum of 3 monument signs may be constructed for the overall development, not more than one per public roadway access point (curb cut) and at least 200 feet from another monument sign.
- ii. Size: The monument sign size be limited to a maximum of 200 square feet, with 120 square foot max being the sign panels, and shall be similar in design to the example provided (Example: Town Square Wheaton).
- iii. Height: Signs may not exceed 20 feet in height.
- iv. Base: The signs shall have a solid base constructed with primarily brick or stone masonry treatments.
- v. Landscaped Base Signs shall have substantial landscaping installed at the base to create attractive entrances to the center, similar to Brookside Glen.
- vi. Development Name: Signs shall have the development area/Shopping center name (“Brookside Creek”) on them.
- vii. Off-site allowances: Any tenant or business within the PUD may advertise on the PUD development signs, which shall be managed by the developer and subsequently the Property Owner’s Association.
- viii. Common Ownership/Maintenance: Monument signs must be placed on an outlot or recorded easement controlled by the Property Owner’s Association.

b. Temporary Development Signs

- i. Two 200 square foot single side temporary development signs are permitted. These signs shall be removed after the last lot development starts but no later than 10 years from the start of site work/construction of the overall development.

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

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

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

PASSED THIS 21st day of January, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of January, 2025.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2024-O-065, “AN ORDINANCE GRANTING A SPECIAL USE FOR THE BROOKSIDE CREEK RETAIL CENTER PLANNED UNIT DEVELOPMENT AT 7251-7551 191ST STREET AND 19200 HARLEM AVENUE (BROOKSIDE CREEK RETAIL CENTER)” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January, 2025.

VILLAGE CLERK

Exhibit A – List of Reviewed Plans

Per the December 5, 2024, Plan Commission Hearing Staff Report

Submitted Sheet Name		Prepared By	Date On Sheet
1	Brookside Creek GSP Dev Combined Application.pdf	Petitioner	8/20/2024
2	7551 W 191st St - Project Summary and Contact List.pdf	Petitioner	n/a
3	Final Plat of Subdivision 10-25-24.pdf	Manhard Consulting	10/25/2024
4	Final Engineering Plans - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
5	Preliminary Landscape Plan 10-25-24.pdf	Manhard Consulting	10/25/2024
6	Turning Template Exhibit - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
7	Traffic Impact Study 10-08-24.pdf	KLOA, Inc.	10/8/2024
8	Sign and Lighting Information.pdf	Unite LTG	n/a

Exhibit B – PUD Allowable Use Chart

ALL USES SHALL MIRROR B-3 USES AS AMENDED EXCEPT THE FOLLOWING SHALL SUPERCEDE THE CURRENT AND FUTURE ZONING ALLOWANCES:		
Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses) New and Used Vehicle sales/rental, internal and external displays	Currency exchanges Educational Facilities, vocational Funeral homes and mortuaries Banks and banks with drive-thru facilities	Automobile repair shops and body shops Flea markets Service Station with an accessory Car Wash, except on Lot 1 Tobacco Store, as a principal use

Exhibit C – Sign Examples

Per the December 5, 2024, Plan Commission Hearing Staff Report



The property has several complexities that have led it to being undeveloped for many years. Those issues include wetlands, a creek, floodplain, soil quality, and limited access. The proposed site has been designed to mitigate those issues as best as possible, while also keeping a substantial buffer of landscaping and space between the proposed development and existing residential homes to the south and west of the site.

EXISTING SITE & HISTORY

The proposed development is located at the southwest corner of 191st Street and Harlem Avenue (excluding the parcel at the hard corner). The proposed development property totals 71.9 acres, with ±55 acres in unincorporated Will County and the eastern ±17 acres previously annexed into the Village of Tinley Park in 1969 and 1990.

The subject property has historically been farmland. There was a deteriorated residential structure that was demolished in 2013 at the northwest corner of the site. The property was owned by Lincoln-Way High School District 210 since 1996, who originally had plans to construct Lincoln Way North or an administrative campus on the land. Once the district’s plans changed to build the new high school further south on Harlem Avenue, it was marketed for development to compliment the Brookside Marketplace and surrounding commercial development along Harlem Avenue. Conceptual plans for Walmart, Sam’s Club, and Woodman’s grocery store have been proposed over the years and ultimately not approved or completed due to technical or financial feasibility issues.

Development of the parcel has been difficult due to several land-related issues including existing creek and pipeline locations, wetlands, floodplain, and poor soils. Additionally, the development has limited access points and signal locations. The existing traffic signal used for Brookside Marketplace cannot be used due to alignment with the existing creek. These site development hurdles have taken time to engineer and have added significant time and costs to the development of the land. The land was sold to the Petitioner in February 2022, where they have since worked with the US Army Corps, Will County DOT, IDOT, and their engineering team to find the best approach to develop the site.



Project Area Planned Unit Development Boundary Map	
Owner:	Village of Tinley Park, Illinois 16250 S. Oak Park Ave., Tinley Park, IL 60477
Date:	November 14, 2024
Location:	T:\PlangStorage\Plan Commission & ZBA\Project Maps\Brookside Creek Plaza\Brookside Creek Boundary Map

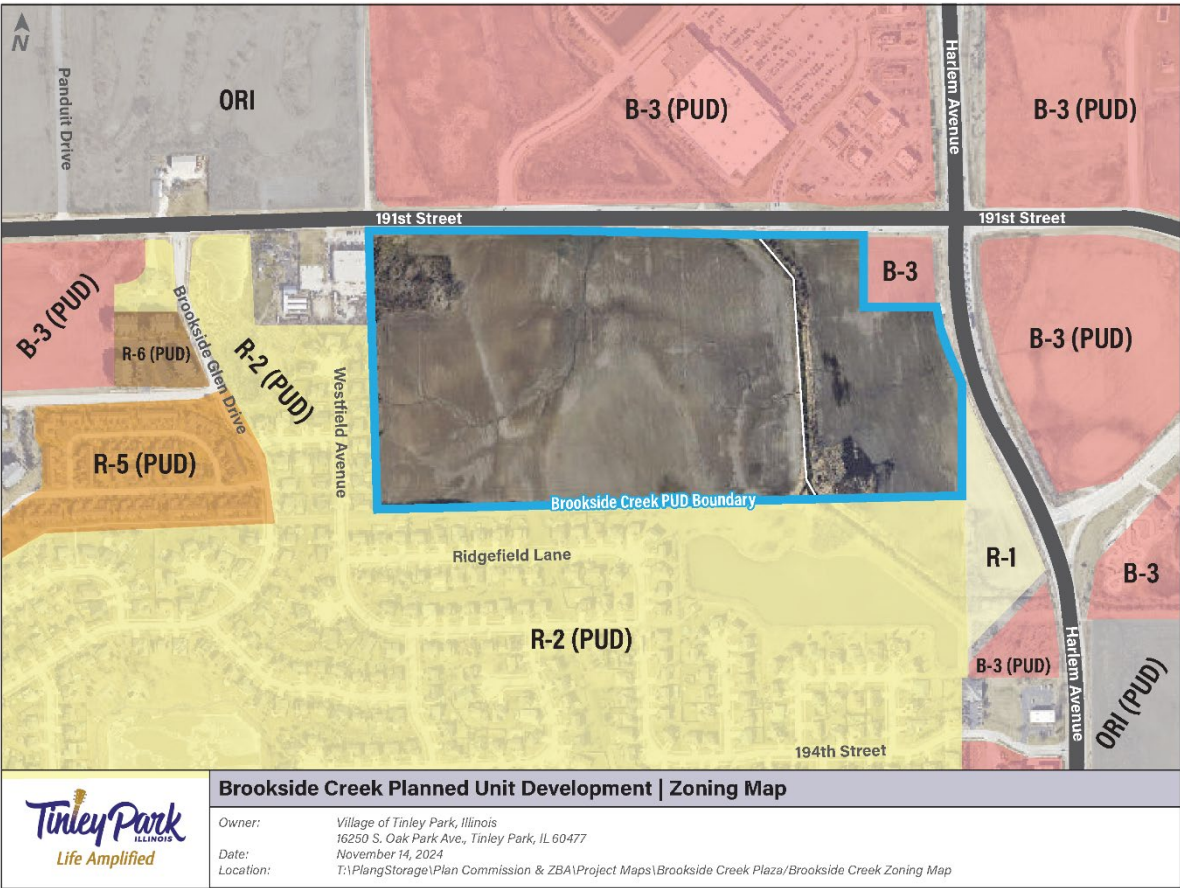


ZONING & NEARBY LAND USES

The subject property is partially located in unincorporated Will County zoned A-1, Agricultural and the other part is mixed between R-1 and R-2 (Single-family Residential) zoning. The lot on the hard corner is zoned B-3 (General Business and Commercial).

The land is immediately south of Brookside Marketplace, a shopping center anchored by Super Target and Kohls developed from 2004-2008. The land is west of the Credit Union One Amphitheater and the recently approved Odyssey Entertainment PUD, to be anchored by TopGolf. The area is easily accessed from the Harlem Avenue I-80 exit and is nearby to hotels, restaurants, the convention center, and other regional entertainment uses. To the south and west of the site are residential single-family homes that are part of the Brookside Glen subdivision constructed in the mid-2000s.

Direction	Zoning	Land Use
North	B-3 PUD (General Business & Commercial)	Brookside Marketplace Retail, Service & Restaurant Uses
East	B-3 PUD (Office and Restricted Industrial)	Top Golf and Odyssey Entertainment PUD Vacant Land
South	R-2 PUD (Single-family Residential)	Detached SF Homes & Park/Detention Pond
West	R-2 PUD (Single-family Residential) Unincorporated Will County	Detached SF Homes Office/Industrial Building



7201 191st Street Adjacent Development

The Petitioner's proposed development **does not include** the property at the hard corner of the intersection (7201 191st Street), which is separately owned by Webster Property Group, (the "Corner Parcel"). The Corner Parcel was zoned and approved in 2016 for a 19,722 sq. ft. multi-tenant shopping center building, though no permits have been issued nor construction initiated to-date (the approved site plan is shown as Figure 1 to the right).

Webster Property Group, the owner of the Corner Parcel, has submitted a letter of opposition through its attorney regarding the current zoning requests, referencing certain "rights" outlined in the 2016 Development Agreement (2016-R-011). However, Staff and legal counsel emphasize that the Development Agreement ("DA") does not affect zoning rights of the adjacent property under consideration. Therefore, the Petitioner's requests should be evaluated independently based on the merits and compliance with the required standards. A few items with the letter of opposition are noted below:

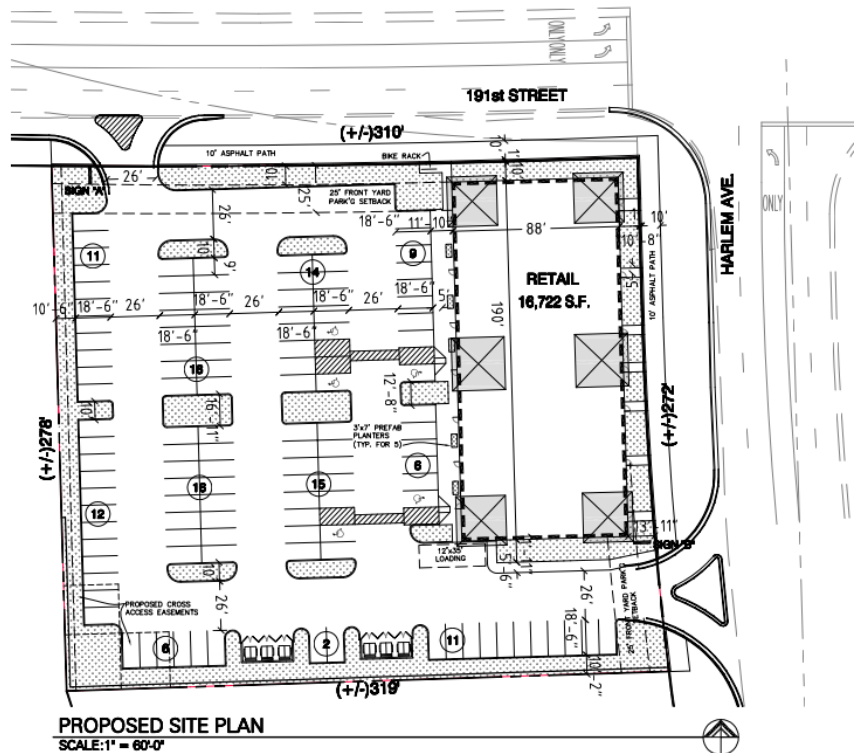


Figure 1: 2016 Approved Site Plan for 7201 191st St

1. The 2016 DA was executed by the Village and the developer of the Corner Parcel (Webster Prop. Group). The Petitioner, GSP Development Inc., which owns the land subject to the current zoning request, was not a party to the DA at the time (when the property was owned by Lincoln Way High School District 210) and has not been a party to the agreement since. The referenced DA does not grant any rights or impose any obligations on adjacent privately owned land.
2. The DA anticipated that Webster Property Group would develop the Corner Parcel as a commercial shopping center, as specifically approved and outlined in Exhibit 2 in the DA. The DA does not contemplate or authorize a gas station, which Webster Property Group now references as requiring certain access to the adjacent property for development. A gas station is not permitted by right in the B-3 zoning district and would require a Special Use Permit. To date, no complete application has been submitted for such a development. Any proposed changes would require all previous zoning approvals and the Development Agreement to be amended and reapproved for the new development.
3. The DA requires Webster Property Group to secure easements and establish a cross-access connection. This obligation was tied to their development of the outlot and anticipated future coordination with surrounding properties. The DA does not specify the timing, location, or type of access and leaves these details subject to negotiation between Webster Property Group and adjacent property owners. The responsibility for obtaining access rights lies solely with Webster Property Group, with no obligations imposed on the current zoning petitioner or neighboring property owners.
4. The Village's Zoning Ordinance mandates cross-access between development sites within the Urban Design Overlay District. However, cross-access cannot be established until a specific development proposal is submitted. For the adjacent lot (Lot 4) within the Petitioner's proposed development, compliance with this requirement will be evaluated and addressed as part of that lot's development proposal review.

5. The Village continues to encourage both property owners to collaborate on establishing a shared access point on 191st Street that aligns with the proposed developments and addresses each site's engineering challenges. The Village also has encouraged a recorded agreement to formalize how the parties will fairly share the upfront and ongoing costs of any connections or drive aisles, including design, permitting, construction, and ongoing maintenance costs.

REQUESTS

The Petitioner is proposing to establish a new Planned Unit Development (PUD) with the purpose of creating a commercial and retail shopping center, which will expand upon the Brookside Marketplace Shopping Center to serve as a regional shopping destination. To accomplish this goal, the Petitioner will be requesting annexation of part of the land from the Village Board. Additionally, they are requesting the following zoning entitlements for the property to be reviewed as part of the Plan Commission's public hearing:

1. **Rezoning (Map Amendment)** of all property to B-3 (General Business & Commercial)
2. **Special Use for a Planned Unit Development** to establish an entertainment district on the larger site.
3. **Final Plat of Subdivision.** The subdivision includes 7 lots for development and 3 outlots to be controlled by the Property Owner's Association.
4. **Site Plan Approval** of the overall layout, roadway, and common area.

REZONING AND SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT

The proposed PUD will have an underlying B-3 (General Business & Commercial) zoning district. The B-3 zoning district was chosen as the underlying zoning regulations and uses conform closest to the mix of retail and commercial uses that are proposed and will help to complement the existing Brookside Marketplace Shopping Center and regional entertainment district. Despite there being adjacent residential uses to the south and west, the overall design of the development has been proposed to permanently limit development in the areas closest to the neighboring residential uses. The closest developable lot is more than 300 feet from any home, with most around 500-800 feet away. The area between the commercial and residential developments will be open space and used for stormwater detention. The perimeter of the development area closest to residential areas will be landscaped with trees and shrubs to further buffer views from any adjacent homes. The potential for a small berm or fencing exists in this area to delineate the commercial development ponds and residential homes.

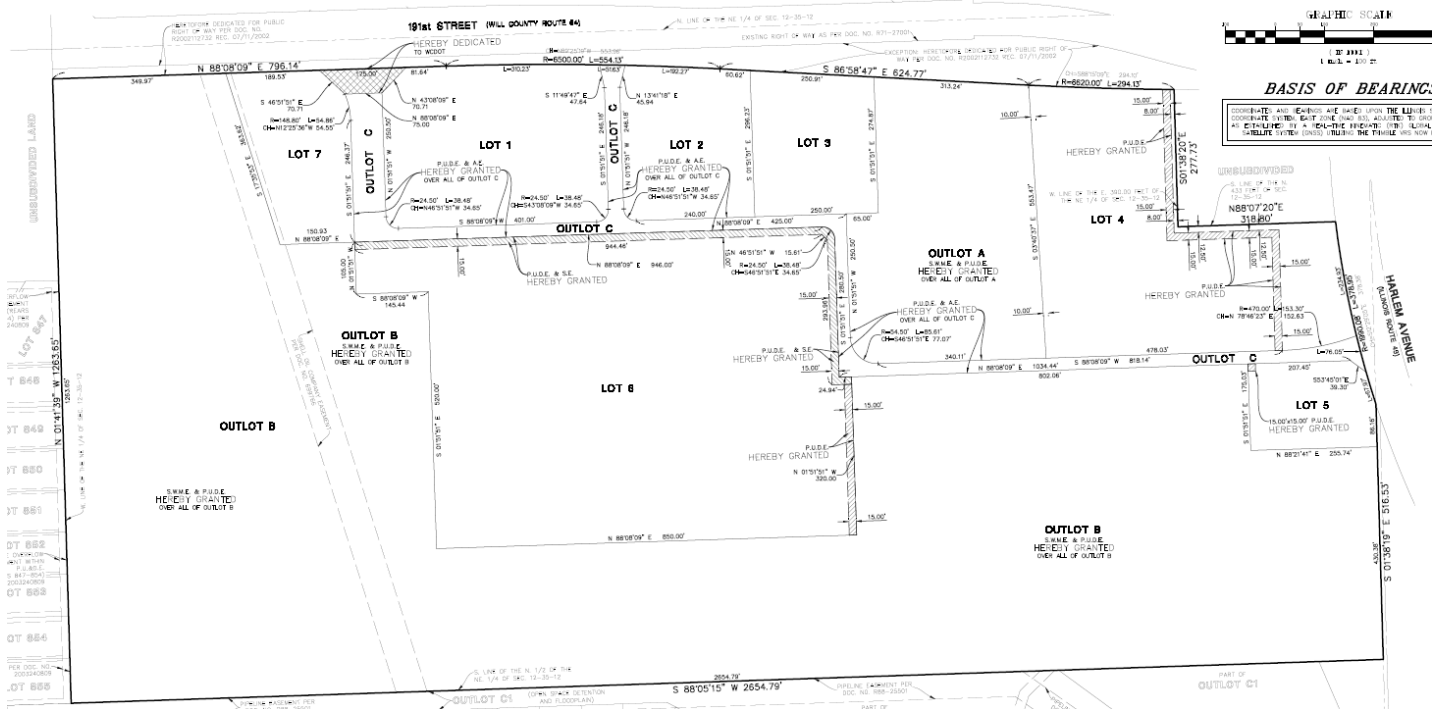
The existing Comprehensive Plan (2000) does not address the property well as it is shown as government/school land use due to ownership and plans at that time. There have been no plan updates since the school districts plans were changed and Lincoln Way North moved a mile south on Harlem Avenue where there was less traffic and more space. However, the area has been envisioned for commercial development since the early 2000's and following the success of the Brookside Marketplace development to the north.

The Petitioner is requesting a Special Use for a Planned Unit Development to create the Brookside Creek Retail Center Planned Unit Development. The development will largely conform to the underlying B-3 zoning with a few changes that will be built into the development plan. The PUD ordinance will also require that the development must conform to the specifications within the annexation agreement approved for the site by the Village Board. The purpose and intent of this request is to establish a cohesively planned commercial shopping district that compliments the surrounding entertainment uses along 191st Street and Harlem Avenue that will serve current resident needs and draws regional visitors.

INDEX NUMBER
09-12-200-011

**FINAL PLAT OF SUBDIVISION
OF
BROOKSIDE CREEK RETAIL CENTER
SUBDIVISION**

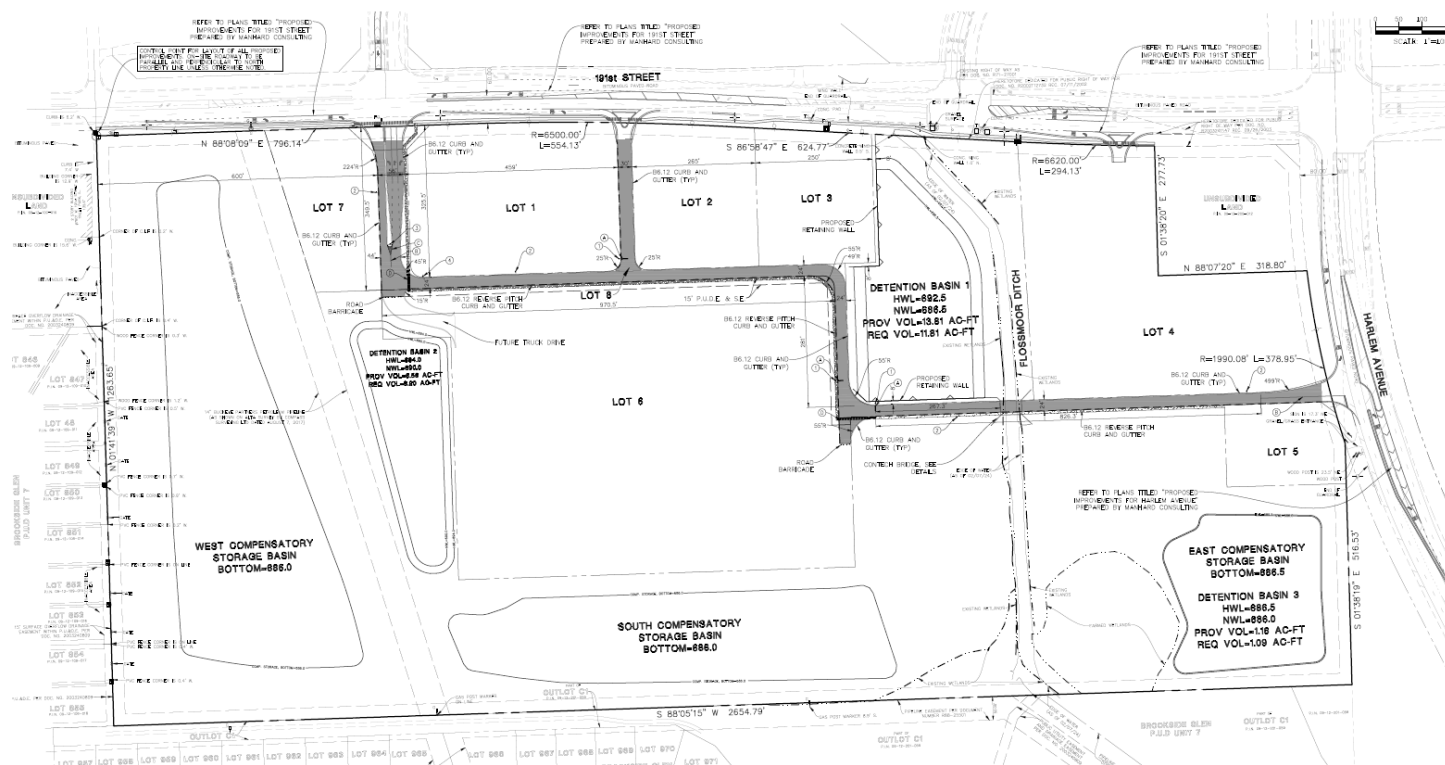
BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN HILL COUNTY, ILLINOIS.



The Petitioner has provided a drafted final plat (below and attached) which illustrates how the land will be divided and developed. There will be 10 total lots within the site including 7 developable lots, 2 for stormwater detention, and 1 for the private internal roadway. The 3 outlots will be controlled by a Property Owner's Association (POA) with shared maintenance and cost responsibilities. In addition, a dormant SSA will be set up to ensure if the association fails to fulfill its responsibilities, the landowners will still pay for the maintenance of the overall development (detention, landscaping, roadway, etc.)

The proposal will have the roads, utilities, stormwater, and underlying development completed by GSP Development. The 7 lots will be "pad-ready" lots sold to individual developers. Any developer that wants to develop a specific lot(s) will have to apply for site plan and architectural approval along with any other zoning requests separately. As of this report, only one development has been submitted (Gas N Wash) but all lots are under contract. The overall development will thus be phased based on individual development timelines, but overall is expected to start in Spring 2025 and be completed by 2028. Anticipated lot uses are listed below but subject to change:

- Lot 1 – Gas N Wash (Formally Submitted)
- Lot 2 & 3 – Outlot In Contract with Grocer (Lot 6)
- Lot 4 – AutoNation Car Dealership
- Lot 5 – Coffee Shop w/ drive-thru
- Lot 6 – Grocer/Anchor Tenant
- Lot 7 – McDonald's



The overall center's lot design is specific to resolving some of the biggest engineering and cost hurdles that have plagued the property and prevented previous developments from succeeding. First, the plan includes limiting changes to land inundations, such as the wetlands, the creek, and where soil tests were less than optimal. Second, is providing stormwater detention in consolidated areas where it makes the most sense, including in existing floodplain areas. Third, was utilizing access points on 191st Street and Harlem Ave that align with existing roadways and connecting them with an internal road so that all lots can benefit from good access on the surrounding roadways.

Most important to the land planning was ensuring that the development respects the existing residential uses and placed the commercial development far away from those homes, while also providing enough space to add additional landscape buffer along the perimeter. To accomplish this, the development consolidates the development closest to 191st Street and Harlem Avenues. A perimeter buffer is proposed around the development where it is adjacent to residential uses. Additionally, the commercial lots will have additional landscaping requirements including perimeter buffers and screening on each site. The closest residential lots to any commercial development are those to the south of the development to Lot 6 (expected grocery or entertainment use). Those residential lots are more than 300 feet away from the commercial lot and the homes will be closer to 400 feet away from any commercial buildings. Additionally, there will be up to 2 separate landscape buffers to screen the development from homes. The park district path/pond buffers to the homes to the south and the developer is open to working with the park district on a substantial berm placement along the pathway. If the berm is not possible, the developer is also open to a fence along the south property line adjacent to the park district path to help differentiate between the path and the commercial development property. A recommended condition requiring one of the two options has been added to the PUD motion.

Open Item: Discuss the addition of a fence or berm along the south property line and park district trail. If the park district is amenable, a berm can be installed and if not, the developer would still be open to placing a fence at that location.



Master Planning

The goal of this development is to create a unified and interconnected commercial shopping center that is cohesive with the existing Brookside Marketplace and brings development that compliments the existing commercial and entertainment uses. The developer has proposed the attached plans as the master plan, which proposes the development of common areas for shared detention and private roadway access. However, each lot will have a separate developer. Overall, the PUD does not have specific architectural standards for materials or styling. However, there will be standards for common design elements related to ground signage, landscaping, and lighting.

Overlay Districts

The site is located within the Urban Design Overlay District. Staff is proposing that the developments within this PUD are exempt from the provisions of the Zoning Ordinance. This exemption allows for greater flexibility for large-scale commercial use development. However, all applicants must demonstrate meeting the intent of the UD-1 Urban Design Overlay District, particularly with walkability and connectivity across the different sites within and outside of the PUD. Curb cut access points must be limited to as few as possible and cross-access drives are situated to encourage fewer vehicle movements on public and private streets.

Land Uses

The B-3 (General Business & Commercial District) provides a list of permitted, special, and prohibited uses which encourage high traffic volume commercial development. The B-3 zoning used will generally regulate the allowable uses within this development, with a few exceptions noted below that ensure the uses stay compatible with the proposed and existing retail environment of the area.

Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses)	Currency exchanges	Automobile repair shops and body shops
New and Used Vehicle sales/rental, internal and external displays	Educational Facilities, vocational	Flea markets
	Funeral homes and mortuaries	Service Station with an accessory Car Wash, except on Lot 1
	Banks and banks with drive-thru facilities	Tobacco Store, as a principal use

Signage

Individual lot signage will generally need to comply with the regulations outlined in Section IX of the Zoning Ordinance. If changes are proposed, a sign plan must be provided for the PUD that utilizes similar design elements and shared and/or centralized signage. However, the developer is proposing a uniform monument sign that will advertise all developments at the entrances. Proposed PUD regulations for the monument signs include the following:

1. Number of Signs: A maximum of 3 monument signs may be constructed for the overall development, not more than one per public roadway access point (curb cut) and at least 200 feet from another monument sign.
2. Size: The monument sign size be limited to a maximum of 200 square feet, with 120 square foot max being the sign panels, and shall be similar in design to the example provided (Example: Town Square Wheaton).
3. Height: Signs may not exceed 20 feet in height.
4. Base: The signs shall have a solid base constructed with primarily brick or stone masonry treatments.
5. Landscaped Base Signs shall have substantial landscaping installed at the base to create attractive entrances to the center, similar to Brookside Glen.
6. Development Name: Signs shall have the development area/Shopping center name ("Brookside Creek") on them.
7. Off-site allowances: Any tenant or business within the PUD may advertise on the PUD development signs, which shall be managed by the developer and subsequently the Property Owner's Association.
8. Common Ownership/Maintenance: Monument signs must be placed on an outlot or recorded easement controlled by the Property Owner's Association.



Additionally, the developer has asked for an allowance for additional temporary development signs to advertise the development coming soon and any parcel availability. The allowance will allow for two 200 square foot temporary development signs to be removed after the last development starts but no later than 10 years from the start of construction. The number and size of the signs is comparable to other new comparable developments of this size and scale.

Parking, Loading, and Access

Developments within the PUD will be exempt from the prescribed minimum parking requirements of the Zoning Ordinance. Instead, each applicant must demonstrate adequate on-site, shared, or off-site parking capacity will be provided or available. The Plan Commission will evaluate the number of parking spaces available or proposed and may require increases or decreases as the body sees fit. A parking study or sufficient proof of parking requirements for each site must be provided. Shared parking is encouraged but shall only apply if there is common ownership, public ownership, or are permanent recorded cross-parking agreements that run with the land. Additionally, developments within the PUD must provide one on-site loading space, rather than the number prescribed in Zoning Ordinance.

Developments within the PUD will need to provide parking lot drive-aisles and access drives a minimum of 24 feet wide where two-way movements are proposed. Drive-aisles and access drives may be reduced to 15 feet where one-way movements are proposed. 90-degree Parking stalls must be 18 feet in length by 9 feet in width. Parallel parking stalls must be exactly 22 feet in length and 8 feet in width. Accessible parking must conform to the Illinois Accessibility Code. A turn exhibit must be provided indicating proper fire and delivery truck circulation through the site.

The existing signal utilized by Brookside Marketplace cannot be utilized since it aligns with the Creek. However, a second light that will be tied to that signal (and Harlem Ave signal) is being proposed to the west. The development

utilizes a private road that will run from Harlem Avenue to the new signal at 191st Street. The signal is proposed to align with the existing drive aisle on the north side of 191st Street that serves Brookside Marketplace. Developments within the PUD will provide cross access to any adjacent sites where possible. Cross access drives must be built to property lines and temporary utilization as parking may be permitted until the adjacent site completes the connection. Minor changes to Harlem Avenue are proposed to add a turn lane into the development.

Sidewalks and Roadways

6-foot-wide public sidewalks will be provided adjacent to the site on 191st Street and Harlem Avenue. Additionally, a private walkway network will be provided to connect the different developments internal to the overall shopping center and more efficient access to residents or customers walking to the area.

Building Materials

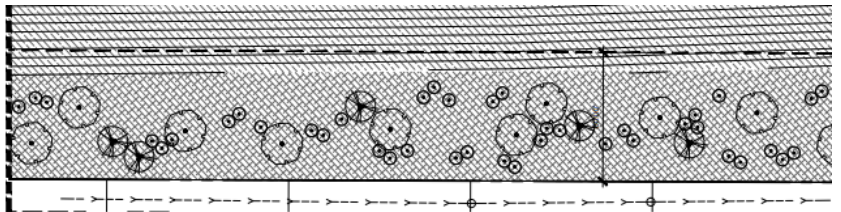
No changes to masonry or building code standards are proposed. Each development would come in with its own standards and request relief if they cannot comply with the requirements. There is no specific design standards proposed for the developments, but each would need to meet the masonry requirements for commercial structures and the architecture is reviewed by Plan Commission on any new construction to ensure it meets certain standards, including being compatible with surrounding development.

Landscaping

The proposed landscape plan shows locations of trees, bushes, and shrubs. Specific species are not shown at this time but would be required prior to permitting. The landscaping is placed around the perimeter adjacent to the residential single-family homes to the west and south. Most homes have existing fences and thus no private development fence is proposed. The homes will be 300-800 feet from the individual lots, which will also have additional landscaping installed on the commercial lots. The lot layout, distance from homes, and perimeter buffer will limit visibility to the different development parcel from any existing homes.

Right of way trees are proposed but no landscaping is otherwise proposed on the stormwater and comp storage lots. Additionally, plantings along the roadway frontages may be possible but there is limited space due to the significant need for stormwater detention and required slopes.

A raised berm has also been proposed by the developer along the board and dependent upon the park district's willingness to participate in adding the berm. The berm's height would be dependent on how much space is available and the allowable maximum slopes of the berm. A fence is an alternative option if the berm is not possible.

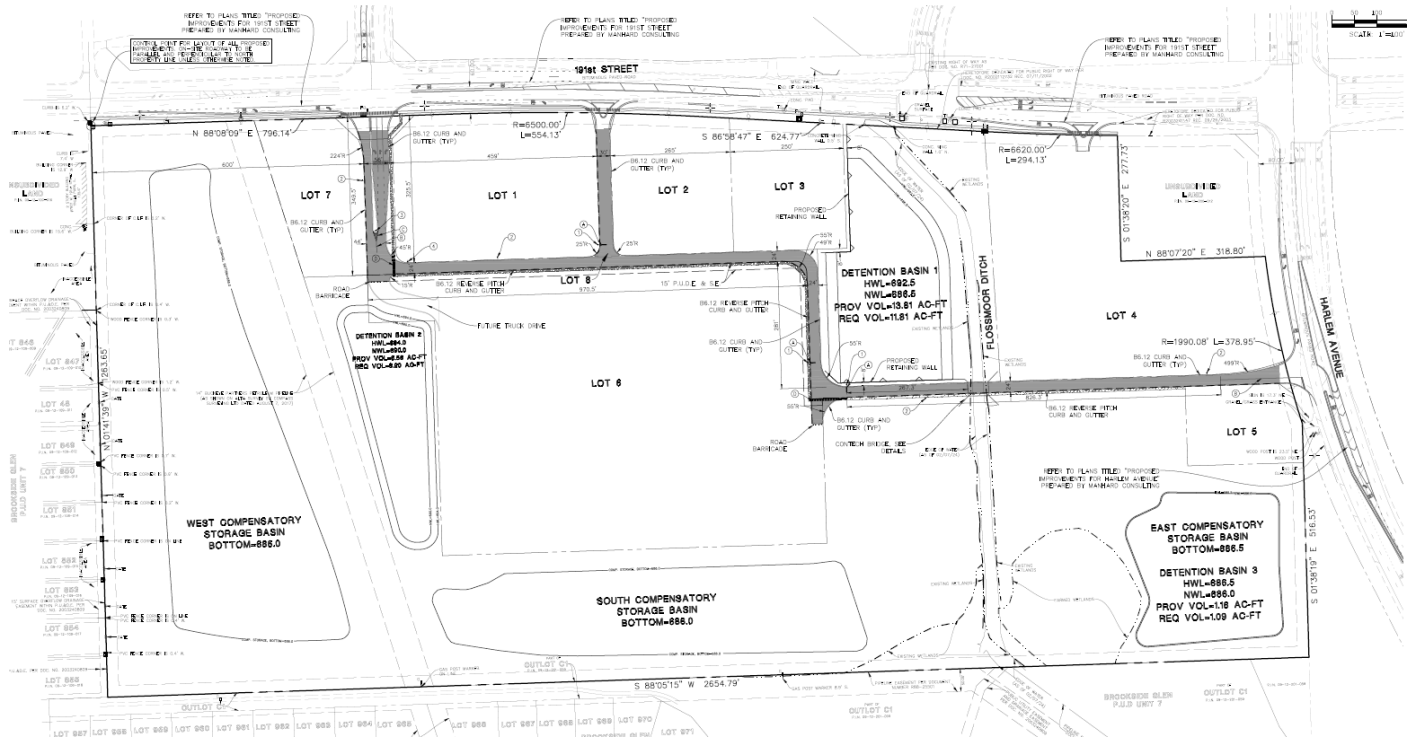


Lighting

A consistent lighting style of poles and fixtures will be used within the PUD and individual developments. While light heights and location may vary, this will keep a consistent look and lighting level across the development area.



FINAL PLAT OF SUBDIVISION



The Petitioner is requesting a Final Plat for the Brookside Creek Subdivision, which includes 7 lots, 3 outlots, and a right-of-way dedication to Will County DOTH for the proposed new signal at the northwest corner of the site. The Plat of Subdivision also establishes utility, stormwater, and access easements across the properties. The Plat is still under review by engineering and any approved Final Plat will be required to be approved by the Village Engineer and Village Attorney prior to recording as a condition of their approval.

The Petitioner will be establishing an association that will be responsible for the shared maintenance and upkeep of the detention ponds. An "dormant" Special Service Area (SSA) will also be established. These ensure that is the association ever fails its responsibilities; the village can recover costs from those landowners the improvements benefit. A condition of the rezoning and PUD, it will be included requiring the Petitioner assist in the establishment of the SSA and no will not oppose it.

PUD EXCEPTIONS

The proposed PUD includes several “Exceptions”, which are areas of the code the PUD plans do not comply with. The PUD plans will guide the development and ultimately supersede any code requirements. While it is not an all-inclusive list, the most notable Exceptions and PUD regulations are listed below:

1. Use Allowances different from B-3

Permitted Uses Added	Permitted uses removed (Prohibited in PUD)	Special uses removed (Prohibited in PUD)
Service Station with an accessory Car Wash on Lot 1 (moved from Special Uses)	Currency exchanges	Automobile repair shops and body shops
New and Used Vehicle sales/rental, internal and external displays	Educational Facilities, vocational	Flea markets
	Funeral homes and mortuaries	Service Station with an accessory Car Wash, except on Lot 1
	Banks and banks with drive-thru facilities	Tobacco Store, as a principal use

2. Exception from Urban Design Overlay District

The Urban Design Overlay District Regulations (Sec. V.D.2) shall not apply except the for the Access requirements in Sec. V.D.2.C

3. Exceptions from Sign Regulations

a. Monument Shopping Center Signs

- i. Number of Signs: A maximum of 3 monument signs may be constructed for the overall development, not more than one per public roadway access point (curb cut) and at least 200 feet from another monument sign.
- ii. Size: The monument sign size be limited to a maximum of 200 square feet, with 120 square foot max being the sign panels, and shall be similar in design to the example provided (Example: Town Square Wheaton).
- iii. Height: Signs may not exceed 20 feet in height.
- iv. Base: The signs shall have a solid base constructed with primarily brick or stone masonry treatments.
- v. Landscaped Base Signs shall have substantial landscaping installed at the base to create attractive entrances to the center, similar to Brookside Glen.
- vi. Development Name: Signs shall have the development area/Shopping center name (“Brookside Creek”) on them.
- vii. Off-site allowances: Any tenant or business within the PUD may advertise on the PUD development signs, which shall be managed by the developer and subsequently the Property Owner’s Association.
- viii. Common Ownership/Maintenance: Monument signs must be placed on an outlot or recorded easement controlled by the Property Owner’s Association.

b. Temporary Development Signs

- i. Two 200 square foot single side temporary development signs are permitted. These signs shall be removed after the last lot development starts but no later than 10 years from the start of site work/construction of the overall development.

4. Additional PUD Requirements

- a. Landscaping plans shall be coordinated to use consistent layout, design, and species across common area properties and privately developed lots to keep a consistent landscaped appearance across the PUD.

- b. Lighting shall be coordinated to use consistent layout, design, and manufacturer specs across common area properties (roadway) and privately developed lots to keep a consistent lighting design, lighting color, and light levels.

STANDARDS FOR REZONING (MAP AAMENDMENT) APPROVAL

The Zoning Code does not establish any specific criteria that must be met for the Village Board to approve a rezoning request. Likewise, Illinois Statutes does not provide any specific criteria. Historically, Illinois courts have used eight factors enunciated in two court cases. The following “LaSalle Standards” have been supplied for the Commission to consider.

- a. The existing uses and zoning of nearby property;
 - *The B-3 zoning is consistent with commercial uses in the area. The Brookside Marketplace property north of the subject property and the hard corner of the intersection are zoned B-3 and the area includes major commercial/retail development. Nearby access to major transportation corridors also makes the location viable for commercial and entertainment-oriented uses. The B-3 zoning will allow for anticipated uses for major commercial/retail development.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The zoning change is not anticipated to lower any property values and will be far away from any homes with substantial landscape buffers in place.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *No property value reductions or complaining parties have been identified based upon a B-3. The B-3 zoning will allow for uses which will provide benefits to the community and visitors to the surrounding area.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *The B-3 zoning will allow for uses which will provide benefits to the community, such as retail that may enhance the health and welfare of the public. Dining and retail uses will further support the surrounding residential and entertainment uses to benefit residents and visitors of the area.*
- e. The suitability of the property for the zoned purpose;
 - *The property has sufficient access to roadways, utilities, and a location for general business and commercial uses at the intersection of two major roadways and less than a quarter mile from a major interstate interchange.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - *The lot has been vacant with little interest due to several land and development-related issues including wetlands, floodplain, poor soil, pipeline and creek inundations. The B-3 zoning allows the land to be developed at the highest and best use.*
- g. The public need for the proposed use; and
 - *The development will provide additional retail, dining, and entertainment opportunities for residents and visitors of the area. This commercial center will additionally provide new job opportunities with each individual development.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - *The area has been zoned has been zoned residential since its annexation (and as Agricultural for the unincorporated property). While there has been development interest, the land and access issues have created technical and financial hurdles that developers have found difficult to overcome. Future single-family residential use of the land is unlikely due to those issues and safety concerns with high-speed traffic.*

The rezoning to B-3 will be contiguous to the B-3 zoning of the Brookside Marketplace property which includes major commercial/retail development. At the intersection.

STANDARDS FOR A SPECIAL USE

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - *The proposed Planned Unit Development will not be detrimental to the Village, its residents, or its visitors.*
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - *The proposed Special Use will not be injurious to the use or enjoyment of other properties in the immediate vicinity. There is a large setback of commercial development from surrounding residential properties. Additionally, the development will include landscape buffers from any residential properties. The proposal will not diminish or impair property values.*
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - *The proposed Special Use will not impede normal and orderly development and will instead enable the development of approximately 79 acres at a major gateway to the Village. Cross-access will be provided to neighboring properties from adjacent development lots.*
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - *The proposed Special Use will provide all necessary utility, transportation, and drainage facilities for the development to be safe and efficient.*
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - *All future development within the PUD will be reviewed to ensure safe and convenient ingress and egress to minimize congestion on major roadways. An Internal roadway system allows for access to the PUD as a whole and keep traffic off the public roads.*
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and
 - *The proposed Special Use will conform to all Village Codes and Ordinances not otherwise noted within the PUD Ordinance or documents.*
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- *The proposed Special Use will enable the development of approximately 79 undeveloped acres, which will generate substantial tax revenue for the Village and other local governments that rely on property taxes. The development will encourage additional retail, entertainment, and commercial development in the area. Individual lot developments will bring additional jobs to Tinley Park.*

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

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

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

STANDARDS FOR SITE PLAN APPROVAL

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

Site Design

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

MOTIONS TO CONSIDER

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

Motion 1 (Rezoning)

"...make a motion to recommend that the Village Board grant the Petitioner, GSP Development Inc., a Map Amendment (rezoning) of the approximately 79.1-acre property generally located on the south side of 191st Street and west side of Harlem Avenue (excluding the hard corner parcel that is commonly addressed as 7201 191st Street), from the existing R-1 and R-2 (Single-family Residential) and Unincorporated Will County AG (Agricultural) zoning districts to the B-3 (General Business & Commercial) zoning district, upon annexation of all parcels and adopt the Findings of Fact as proposed in the December 5, 2024 Staff Report."

Motion 2 (Special Use for the Brookside Creek Retail Center PUD)

"...make a motion to recommend that the Village Board grant the Petitioner, GSP Development Inc., a Special Use to establish the new Brookside Creek Retail Center Planned Unit Development in accordance with all plans and documents submitted and listed herein and adopt the Findings of Fact as proposed in the December 5, 2024, Staff Report, subject to the following conditions:

- 1. The Special Use is subject to approval of the annexation and rezoning of the land.*
- 2. The Petitioner must record final conditions, covenants, and restrictions (CC&R's) that have been reviewed and Approved by the Village Attorney prior to any transfer of ownership of any lot.*
- 3. The Petitioner and any future owners must agree to the Village establishing a special service area (SSA) to begin at the time of final approval. The special service area must be finalized with the County prior to the transfer of ownership of any lot.*
- 4. The final approval of all plans is subject to final engineering approval by the Village Engineer and any other jurisdictions, including but not limited to: Will County Department of Highways and Transportation, the Illinois Department of Transportation, the Metropolitan Water Reclamation District, US Army Corps of Engineers, and the Illinois Environmental Protection Agency.*
- 5. If a substantial berm cannot be established along the property lines, a 6-foot-high privacy style fence shall be installed along the property lines anywhere it does not exist, particularly to the south and the adjacent park district trail.*
- 6. Final photometric plans and light fixture details shall be submitted for the private road prior to permitting. All developments shall use the same light fixture and pole design within the PUD. A closely similar style may be approved by staff if the original manufacturer specs are no longer available."*
- 7. Landscape species, design, and layout shall be coordinated between common area properties and individual developments to keep a consistent appearance throughout the PUD.*
- 8. All PUD regulations, including use and signage allowances of the PUD are as noted in the December 5, 2024, staff report and attached documents and shall be incorporated into the PUD ordinance.*
- 9. The Annexation Agreement, as approved and amended by the Village Board shall be incorporated into the PUD ordinance.*

Motion 3 (Final Plat)

"...make a motion to recommend approval of the Final Plat for the "Brookside Creek Retail Center Subdivision", upon annexation of all property, in accordance with the final plat submitted and dated October 25, 2024, subject to final review and approval by the Village Engineer and Village Attorney."

Motion 4 (Site Plan)

"...make a motion to grant the Petitioner, GSP Development Inc., Site Plan Approval for the development of a seven lot retail and commercial development that includes outlots for an internal private road and centralized detention/stormwater areas, approximately 79.1-acre property generally located on the south side of 191st Street and west side of Harlem Avenue (excluding the hard corner parcel that is commonly addressed as 7201 191st Street), in accordance with the plans submitted and adopt Findings of Fact as proposed in the December 5, 2024 Staff Report, subject to the following conditions:

- 1. Site Plan approval is subject to the requested approvals by the Village Board including Annexation, Rezoning, Special Use for the PUD, and Plat Approval.*
- 2. The final approval of all plans is subject to final engineering approval by the Village Engineer and any other jurisdictions, including but not limited to: Will County Department of Highways and Transportation, the Illinois Department of Transportation, the Metropolitan Water Reclamation District, US Army Corps of Engineers, and the Illinois Environmental Protection Agency.*
- 3. If a substantial berm cannot be established along the property lines, a 6-foot-high privacy style fence shall be installed along the property lines anywhere it does not exist, particularly to the south and the adjacent park district trail.*
- 4. Landscape plans shall be updated with a final planting plan that shall be coordinated with the overall PUD and individual developments.*
- 5. Final photometric plans and light fixture details shall be submitted for the private road prior to permitting. All developments shall use the same light fixture and pole design within the PUD. A closely similar style may be approved by staff if the original manufacturer specs are no longer available*

LIST OF REVIEWED PLANS

	Submitted Sheet Name	Prepared By	Date On Sheet
1	Brookside Creek GSP Dev Combined Application.pdf	Petitioner	8/20/2024
2	7551 W 191st St - Project Summary and Contact List.pdf	Petitioner	n/a
3	Final Plat of Subdivision 10-25-24.pdf	Manhard Consulting	10/25/2024
4	Final Engineering Plans - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
5	Preliminary Landscape Plan 10-25-24.pdf	Manhard Consulting	10/25/2024
6	Turning Template Exhibit - Brookside Creek Retail Center 10-25-24.pdf	Manhard Consulting	10/25/2024
7	Traffic Impact Study 10-08-24.pdf	KLOA, Inc.	10/8/2024
8	Sign and Lighting Information.pdf	Unite LTG	n/a

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

ORDINANCE
NO. 2024-O-064

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 7251-7551 191ST STREET AND 19200
HARLEM AVENUE TO THE B-3 ZONING DISTRICT
(BROOKSIDE CREEK RETAIL CENTER)**

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN

Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2024-O-064**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 7251-7551 191ST STREET AND 19200 HARLEM AVENUE
TO THE B-3 ZONING DISTRICT (BROOKSIDE CREEK RETAIL CENTER)**

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

WHEREAS, a petition for granting a map amendment of certain real property, including a portion to be annexed, to the B-3 (General Business and Commercial) zoning district (“Rezoning”) located at 7251-7551 191st Street and 19200 Harlem Avenue, Tinley Park, Illinois, generally at the southwest corner of 191st Street and Harlem Avenue, (“Subject Property”) that excludes the hard corner parcel (7201 191st Street) has been filed by GSP Development Inc., on behalf of Tinley Park Land Dev LLC (“Petitioner”) with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on whether the special use for a Planned Unit Development should be granted on December 5, 2024, at the Village Hall of this Village of Tinley Park (“Village”), at which time all persons were afforded an opportunity to be heard; and

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

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

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

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

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

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

- a. The existing uses and zoning of nearby property;
 - *The B-3 zoning is consistent with commercial uses in the area. The Brookside Marketplace property north of the subject property and the hard corner of the intersection are zoned B-3 and the area includes major commercial/retail development. Nearby access to major transportation corridors also makes the location viable for commercial and entertainment-oriented uses. The B-3 zoning will allow for anticipated uses for major commercial/retail development.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The zoning change is not anticipated to lower any property values and will be far away from any homes with substantial landscape buffers in place.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *The zoning change is not anticipated to lower any property values and will be far away from any homes with substantial landscape buffers in place.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *The B-3 zoning will allow for uses which will provide benefits to the community, such as retail that may enhance the health and welfare of the public. Dining and retail uses will further support the surrounding residential and entertainment uses to benefit residents and visitors of the area.*
- e. The suitability of the property for the zoned purpose;
 - *The property has sufficient access to roadways, utilities, and a location for general business and commercial uses at the intersection of two major roadways and less than a quarter mile from a major interstate interchange.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;

- *The lot has been vacant with little interest due to several land and development-related issues including wetlands, floodplain, poor soil, pipeline and creek inundations. The B-3 zoning allows the land to be developed at the highest and best use.*
- g. The public need for the proposed use; and
 - *The development will provide additional retail, dining, and entertainment opportunities for residents and visitors of the area. This commercial center will additionally provide new job opportunities with each individual development.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - *The area has been zoned residential since its annexation (and as Agricultural for the unincorporated property). While there has been development interest, the land and access issues have created technical and financial hurdles that developers have found difficult to overcome. Future single-family residential use of the land is unlikely due to those issues and safety concerns with high-speed traffic. The rezoning to B-3 will be contiguous to the B-3 zoning of the Brookside Marketplace property which includes major commercial/retail development at the intersection.*

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

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NO. R2002-1 12732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL, LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF

INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

P.I.N.s: 19-09-12-200-011-0010 & 19-09-12-200-011-0020

COMMONLY KNOWN AS: 7251-7551 191st Street and 19200 Harlem Avenue, Tinley Park, Illinois (Southwest corner of 191st Street and Harlem Avenue, excluding the hard corner of 7201 191st Street)

SECTION 4: That a Rezoning of the Subject Property, upon annexation of all land, to the B-3 (General Business and Commercial) zoning district, located at the property described above, is hereby granted to the Petitioner.

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

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

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

PASSED THIS 21st day of January, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of January, 2025.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2024-O-064 “AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE PROPERTY LOCATED AT 7251-7551 191ST STREET AND 19200 HARLEM AVENUE TO THE B-3 ZONING DISTRICT (BROOKSIDE CREEK RETAIL CENTER)”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January, 2025.

VILLAGE CLERK

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE DECEMBER 5, 2024 REGULAR MEETING

ITEM 5: PUBLIC HEARING – BROOKSIDE CREEK RETAIL CENTER PUD – 7551 191ST STREET – SPECIAL USE TO ESTABLISH A PLANNED UNIT DEVELOPMENT; REZONING; FINAL PLAT APPROVAL; SITE PLAN APPROVAL

Consider recommending that the Village Board grant GSP Development Inc. a Special Use for Final Approval of a Planned Unit Development (PUD) and rezoning from the R-1 and R-2 (Single-Family Residential Zoning Districts to B-3 (General Business and Commercial) Zoning District for 72 acres of property located at the southwest corner of 191st Street and Harlem Avenue. Final Plat and Site Plan Approval will also be considered.

Present Plan Commissioners: Acting Chair Steve Sepessy
James Gaskill
Terry Hamilton
Andrae Marak
Michael Stocklose

Absent Plan Commissioners: Garrett Gray (recused)
Angela Gatto
Eduardo Mani
Amanda Martinez

Village Officials and Staff: Dan Ritter, Community Development Director
Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Vlado Vranjes, Village Attorney

Petitioners: Lawrence Debb

Members of the Public: Jim Atton
Michael Chancellor
Karl Camillucci
Pamela Maloney

ACTING CHAIR SEPESSY introduced item #5.

ACTING CHAIR SEPESSY requested a motion to open the public hearing. COMMISSIONER MARAK made a motion to open the public hearing, seconded by COMMISSIONER STOCKLOSE. ACTING CHAIR SEPESSY requested a voice vote; all were in favor. Motion carried.

ACTING CHAIR SEPESSY noted the proof of publication.

Dan Ritter, Community Development Director, noted that written public comment was received.

Dan Ritter presented the staff report.

ACTING CHAIR SEPESSY invited the Petitioner to the podium.

Lawrence Debb was sworn in. He introduced the project. He said the original plan was to have Woodmans grocer on the site, but will instead have a smaller grocer, vehicle dealership, and other uses. He stated that wetlands are being preserved. He said that they have tentative approval from relevant agencies. He added that he will work with staff on the best option for buffering the adjacent residential properties.

COMMISSIONER MARAK said he is interested hearing from the public. He said he hoped that pedestrian facilities would be improved, ideally as an asphalt path. Lawrence Debb said he would be okay with upgrading the path on 191st Street.

COMMISSIONER HAMILTON said it appears that only half of the site would be developed. Lawrence Debb said that only about 22 acres of the site will be developed.

ACTING CHAIR SEPESSY invited members of the public to speak.

Jim Atton was sworn in. He asked what would happen on lot 7. Dan Ritter said that lot will be used for stormwater. Jim Atton said that there are currently hawks and coyotes on the site. He also asked why such large stormwater ponds are proposed. Lawrence Debb said the state requires them. He also said that he was open to different buffer options and wanted to try to make the residents happy. Jim Atton asked about lighting and deliveries. Lawrence Debb said the light will not spill over. Dan Ritter said that lights will be at least 300 feet from neighboring properties.

Michael Chancellor was sworn in. He asked about traffic impacts of the new development. Dan Ritter said the traffic report is included in the public hearing packet. Michael Chancellor asked about sidewalks. Dan Ritter said that the Village can look at filling in sidewalk gaps.

Karl Camillucci was sworn in. He said he represents the own of the adjacent property on the southwest corner of 191st Street and Harlem Avenue. He said his client is under contract to sell the site to Kwik Trip. He said the buyer is concerned about access to that property. He said the proposed plat of subdivision should indicate a cross access to his client's property. He requested that the item be continued so that a shared access plan could be developed. He said that his client only found out about the proposal three weeks ago and needed time to work with the Petitioner on a shared access plan. He mentioned that there is an existing development agreement which requires his client to grant cross access to the adjoining property. He said that his company submitted written comments as well. He said it would be in everyone's interest to have a shared access plan. Dan Ritter noted that cross access is required. He said that for the corner property to be developed, several different zoning approvals would be needed.

Lawrence Debb said that the owner represented by Kawl Camillucci has had the plans for his project for several months and that cross access is provided. He said he is against continuing the item.

Pamela Maloney was sworn in. She asked about the groundcover in the stormwater ponds. Lawrence Debb said it will be maintained. Pamela Maloney asked if the McDonalds would be open 24/7. She asked which coffee shop would be coming. She asked if the traffic report considered side streets. Lawrence Debb said the traffic report only analyzed his project. Pamela Maloney mentioned cars waiting on site during concerts. She also mentioned the hawks and coyotes on the site currently. Dan Ritter said the businesses will have to work with the police department on the camera integration program. Lawrence Debb said he will work to identify any potential habitat.

COMMISSIONER MARAK asked if each development in the PUD will have to come to a public hearing. Dan Ritter said that at least Site Plan approval would be needed.

ACTING CHAIR SEPESSY requested a motion to close the public hearing. COMMISSIONER HAMILTON made a motion to close the public hearing; seconded by COMMISSIONER STOCKLOSE. ACTING CHAIR SEPESSY requested a voice vote; all were in favor. Motion carried.

Dan Ritter presented the standards.

ACTING CHAIR SEPESSY requested a motion on the Map Amendment. COMMISSIONER MARAK made a motion to recommend that the Village Board grant the Petitioner, GSP Development Inc., a Map Amendment (rezoning) of the approximately 79.1-acre property generally located on the south side of 191st Street and west side of Harlem Avenue (excluding the hard corner parcel that is commonly addressed as 7201 191st Street), from the existing R-1 and R-2 (Single-family Residential) and Unincorporated Will County AG (Agricultural) zoning districts to the B-3 (General Business & Commercial) zoning district, upon annexation of all parcels and adopt the Findings of Fact as proposed in the December 5, 2024 Staff Report. COMMISSIONER GASKILL seconded the motion. ACTING CHAIR SEPESSY requested a roll call vote. All were in favor. Motion Carried 5-0.

ACTING CHAIR SEPESSY requested a motion on the Special Use. COMMISSIONER HAMILTON made a motion to recommend that the Village Board grant the Petitioner, GSP Development Inc., a Special Use to establish the new Brookside Creek Retail Center Planned Unit Development in accordance with all plans and documents submitted and listed herein and adopt the Findings of Fact as proposed in the December 5, 2024 Staff Report subject to the conditions in the Staff Report. COMMISSIONER STOCKLOSE seconded the motion. ACTING CHAIR SEPESSY requested a roll call vote. All were in favor. Motion Carried 5-0.

ACTING CHAIR SEPESSY requested a motion on the Plat. COMMISSIONER STOCKLOSE made a motion to recommend approval of the Final Plat for the "Brookside Creek Retail Center Subdivision", upon annexation of all property, in accordance with the final plat submitted and dated October 25, 2024, subject to final review and approval by the Village Engineer and Village

Attorney. COMMISSIONER GASKILL seconded the motion. ACTING CHAIR SEPESSY requested a roll call vote. All were in favor. Motion Carried 5-0.

ACTING CHAIR SEPESSY requested a motion on the Site Plan. COMMISSIONER MARAK made a motion to grant the Petitioner, GSP Development Inc., Site Plan Approval for the development of a seven lot retail and commercial development that includes outlots for an internal private road and centralized detention/stormwater areas, approximately 79.1-acre property generally located on the south side of 191st Street and west side of Harlem Avenue (excluding the hard corner parcel that is commonly addressed as 7201 191st Street), in accordance with the plans submitted and adopt Findings of Fact as proposed in the December 5, 2024 Staff Report subject to the conditions in the Staff Report. COMMISSIONER HAMILTON seconded the motion. ACTING CHAIR SEPESSY requested a roll call vote. All were in favor. Motion Carried 5-0.

ACTING CHAIR SEPESSY noted that the item would be heard at the December 17, 2024 Village Board meeting.

LAW OFFICES OF
SAMUEL V. P. BANKS

SAMUEL V.P. BANKS D 3-8-2010
JAMES J. BANKS

NICHOLAS J. FTIKAS
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MAURA F. AGUSTIN
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CHICAGO, ILLINOIS 60601
PHONE (312) STATE 2-1983
FAX (312) 782-2433

December 5, 2024

Via Email and Messenger
Tinley Park Plan Commission
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Dear Chairman Gray, Members of the Plan Commission, Ms. Nelson-Jaworski, Mr. Carr, and Mr. Ritter:

My office represents QuikTrip Corporation ("QuikTrip"). QuikTrip is the contract purchaser of the property located on the southwest corner of the intersection of 191st Street and Harlem Avenue (the "Property") in the Village of Tinley Park (the "Village"). As you may know, on September 13, 2024, QuikTrip attempted to file a Special Use Application to construct and operate a new fueling station and convenience store on the Property (the "Proposed QuikTrip Development"). The Property is located adjacent to the proposed Brookside Creek Retail Center Planned Development (the "Proposed Brookside Development") that is scheduled for a workshop before the Plan Commission on December 5, 2024, with a public hearing before the Plan Commission to follow.

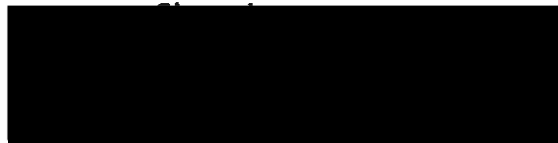
The Village has received a letter from counsel for Webster Property Group L.L.C., the current owner of the Property, describing how the plans for the Proposed Brookside Development are not consistent with the cross-access rights benefitting the Property set forth in the development agreement dated May 3, 2016 (the "Development Agreement"). These access rights are critical to the development of the Property, including the Proposed QuikTrip Development. The Agenda materials for the Proposed Brookside Development do not appear to acknowledge the Proposed QuikTrip Development, the Development Agreement, or the development rights benefitting the Property.

The Property is located in the B-3 district, where the Proposed QuikTrip Development is allowed as a Special Use. Under Illinois law, when the corporate authorities of a municipality designate a use as a Special Use in a zoning district, they make a determination that the use is generally appropriate in that zoning district, subject only to a review of whether the use in a particular location would have a substantial negative impact on surrounding properties and the Village. The Proposed Brookside Development also includes a fueling station and convenience store. The staff report does not identify any concerns about that use at a location immediately west of the Property. The Proposed QuikTrip Development is therefore entitled to at least the same

consideration as the Proposed Brookside Development. Indeed, unlike the Proposed Brookside Development, the Property is already located within Village boundaries and zoned B-3 pursuant to the Village's Zoning Ordinance. Compared to the Proposed Brookside Development, the Proposed QuikTrip Development requires fewer Village approvals. Even so, QuikTrip has no objection to the Proposed Brookside Development, provided the cross-access rights established in the Development Agreement and benefiting the Property are honored.

Based on the foregoing, QuikTrip respectfully requests that the Village: (1) require the plans for the Proposed Brookside Development be revised to reflect the cross access rights benefitting the Property, as set forth in the Development Agreement; and (2) promptly schedule a meeting with QuikTrip to facilitate consideration of the Proposed QuikTrip Development, as the Village has done for the Proposed Brookside Development, including the Special Use, any other required zoning entitlements, and all required business licenses.

Thank you for your attention to these matters.



Nicholas Ftikas
Law Offices of Sam Banks
Attorneys for QuikTrip Corp.

Taft/

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Chicago, IL 60601-4208
Tel: 312.527.4000 | Fax: 312.527.4011
taftlaw.com

Karl D. Camillucci
312.836.4085
kcamillucci@taftlaw.com

December 5, 2024

VIA MESSENGER & E-MAIL

Chair Gray and Members of the Plan Commission
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

Re: Proposed Brookside Creek Retail Center Planned Unit Development

Dear Chair Gray and Members of the Plan Commission:

Our firm represents Webster Property Group, L.L.C. (the "**Company**"), which owns the property located on the southwest corner of the intersection of 191st Street and Harlem Avenue (the "**Property**") in the Village of Tinley Park (the "**Village**"). The Property is located adjacent to the property (the "**Brookside Property**") on which Tinley Park Land Development LLC (the "**Petitioner**") proposes to develop the Brookside Creek Retail Center (the "**Proposed Development**"). The Company is under contract to sell the Property to the QuikTrip Corporation ("**QuikTrip**"), which has filed an application for a special use permit for a retail fueling station and convenience store on the Property.

The Company does not oppose the Proposed Development, But for the reasons below, a shared access point and driveway on 191st Street serving both the Property and the Brookside Property must be agreed upon before the Village acts upon the Proposed Development. The Company respectfully requests that the Plan Commission continue the public hearing regarding the Proposed Development until its regularly scheduled meeting on January 16, 2025 to allow time for the Petitioner, QuikTrip, and Will County to agree on the locations for shared access to 191st Street.

A continuance is consistent with the Village's Zoning Ordinance. The Plan Commission Staff Report for the December 5, 2024 public hearing (the "**Staff Report**") states on page 4 that the Village's Zoning Ordinance "mandates cross-access between development sites within the Urban Design Overlay District," which includes the Property and the Brookside Property. As further discussed below, waiting to review cross access until after plans for Lot 4 have been submitted is not necessary and will delay required approvals from the Will County Highway Department.

Chair Gray and Members of the Plan Commission
December 5, 2024
Page 2

A continuance is also consistent with the Village's expressed desire that the parties reach a mutual agreement regarding shared access to 191st Street. The Staff Report states on page 5 that: "the Village encourages the Company and the Petitioner to collaborate on establishing a shared access point on 191st Street." The Company wholeheartedly agrees with this approach, but the parties require time to finalize an agreement regarding access on 191st Street.

The Company has been told that QuikTrip and the Petitioner have had constructive discussions regarding potential shared access points on 191st Street. Those discussions, however, have not been finalized because the Company and QuikTrip only found out about the Petitioner's plat of subdivision and planned development plans less than three weeks ago, when the Village posted agenda materials for the Plan Commission's November 21, 2024 meeting. That is not enough time to complete an agreement regarding a shared access point on 191st Street. A continuance would give the parties a reasonable opportunity to finalize an agreement.

Counterintuitively, a continuance is the most efficient way for the Village to review and for the Petitioner to obtain all required approvals for the Proposed Development. In addition to Village approvals, the Will County Highway Department (the "**Highway Department**") must approve the location of all access points on 191st Street and sign a certificate on the plat of subdivision before the plat can be recorded. No portion of the Brookside Property can be conveyed to third parties for development until the plat is fully executed and recorded with the Will County Recorder's office.

The Highway Department likely would not approve Petitioner's current plat of subdivision. In connection with QuikTrip's proposed fueling station and convenience store, the Company and QuikTrip have communicated with the Highway Department about potential access points on 191st Street. The Highway Department is aware that both the Petitioner and QuikTrip have sought separate access points and driveways on 191st Street. We understand that the Highway Department does not support separate access points. Rather, we understand that the Highway Department, like the Village, supports a shared access point on 191st Street.

The Highway Department's plat certificate specifically requires the Highway Department to state that it has approved the plat with respect to roadway access. If the Village approves the Petitioner's current plat, the Highway Department likely would not sign the certificate and the Will County Recorder likely would not record the plat. If that occurred, the Petitioner would need to file another application with the Village to amend the plat to depict access points on 191st Street approved by the Highway Department. The amendment process would include an additional hearing by the Plan Commission and final action by the Village Board of Trustees. That process would delay approval of the Proposed Development far longer than a continuance to January 16, 2025.

Chair Gray and Members of the Plan Commission
December 5, 2024
Page 3

The most efficient solution for all parties, therefore, is a brief continuance to allow the parties to mutually agree upon a shared access point on 191st Street that is acceptable to the Highway Department.

The Company and QuikTrip are committed to working with the Petitioner, the Village, and the Highway Department to develop such a shared access plan.

With that said, the Company would also like to address certain comments in the Staff Report regarding our November 19, 2024 letter to the Plan Commission, which is included within your agenda materials, and that certain "Development Agreement Hanus 191st Street and Harlem Avenue", dated May 3, 2016, by and between the Village and the Company (the "**Development Agreement**").

1. The Development Agreement does grant rights to the Brookside Property.

The Company strongly disagrees that the Development Agreement "does not affect zoning rights" of the Brookside Property and does not grant rights to the Brookside Property.

Pursuant to Section Five of the Development Agreement, the Company agreed to grant cross access and public ingress and egress easements benefitting the Brookside Property in accordance with Exhibit 8 attached to the Development Agreement.¹ Exhibit 8 is a plat of easement that depicts two easements: (a) a 26-foot cross access easement running north-south from 191st Street across the Property to the edge of the Brookside Property; and (b) a 26-foot cross access easement running east-west from Harlem Avenue to the edge Brookside Property (collectively, the "**Easements Benefitting the Brookside Property**"). The Easements Benefitting the Brookside Property grant a valuable right to the Brookside Property by providing access over the Property to and from 191st Street and Harlem Avenue.

The Company agreed to grant the Easements Benefitting the Brookside Property based on the understanding -- memorialized in the Development Agreement -- that the Company would receive reciprocal cross access easements over the Brookside Property. Section Seven of the Development Agreement specifically contemplates cross-access easements over the Brookside Property connecting the Property to access points on 191st Street to the west of the Property and Harlem Avenue to the south of the Property. The current plans for the Proposed Development, however, do not depict any such reciprocal access rights.

¹ Although the Petitioner is not a party to the Development Agreement, that is irrelevant. The Development Agreement granted rights to the Petitioner by requiring the Company to grant the Easements Benefitting the Brookside Property.

Chair Gray and Members of the Plan Commission
December 5, 2024
Page 4

If the Village approves the current plans for the Proposed Development, the Petitioner would receive the benefit of the Easements Benefitting the Brookside Property, but the Company would not receive the reciprocal benefit of shared access to 191st Street and cross access over the Brookside Property. That outcome conflicts with the Development Agreement and is fundamentally unfair. This is another reason why the Plan Commission should continue the public hearing and give the parties an opportunity to agree upon shared access and mutual cross access.

2. The Development Agreement does not require a “commercial shopping center” on the Property, and QuikTrip’s fueling station and convenience store do not “require all previous zoning approvals and the Development Agreement to be amended and reapproved.”

Recital 1 of the Development Agreement provides that the Property will be developed as a “retail development under the B-3 General Business and Commercial District provisions of the Tinley Park Zoning Ordinance.” In compliance with the Development Agreement, QuikTrip proposes a type of retail development: a fueling station and convenience store selling gasoline and goods at retail.

Although a fueling station requires special use approval in the B-3 District, no amendment or reapproval of previous zoning approvals is necessary. Under Illinois law, special uses are presumed to be appropriate within a zoning district, subject only to a circumstantial analysis of whether the special use at a specific location would have negative impacts on nearby properties and the general welfare of the Village. Notably, the Staff Report does not object to the Petitioner’s proposed fueling station on the Brookside Property, located just west of the Property on 191st Street. If a fueling station within the Proposed Development satisfies the standards for approval of a special use, a fueling station on the Property would, as well.

The proposed fueling station on the Property does not require amendment and reapproval of the Development Agreement. The site plan for the proposed fueling station substantially complies with the site plan attached to the Development Agreement as Exhibit 2. Both site plans contemplate a retail building surrounded by surface parking and access to 191st Street and Harlem Avenue

In any event, the Development Agreement specifically contemplates that changes will be made to the site plan.² Section One A.2 of the Development Agreement states that the site plan “may be revised by [the Company] and approved by the Village.” The same section reiterates this point, stating that the Company will develop the Property

² The Development Agreement provided a mechanism for changing the Property’s site plan because plans for the Brookside Property have changed repeatedly over many years. Flexibility is required to allow, among other things, coordination of shared access and mutual cross access serving both the Property and the Brookside Property.

Chair Gray and Members of the Plan Commission
December 5, 2024
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substantially in accordance with the site plan "and in accordance with any modifications thereof made by [the Company] and approved by the Village." The Village must exercise its approval right reasonably. See, *Reserve at Woodstock, LLC v. City of Woodstock*, 2011 IL App (2d) 100676, ¶42 ("The duty of good faith and fair dealing is implied in every contract and requires a party vested with contractual discretion to exercise it reasonably, and not arbitrarily, capriciously, or in a manner inconsistent with the reasonable expectations of the parties" (internal citation omitted)).

3. The Company has not had a reasonable opportunity to obtain cross access rights, as contemplated by the Development Agreement.

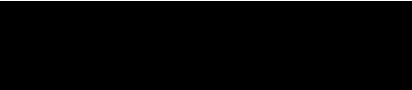
The Company and QuikTrip were not aware of the Petitioner's plat of subdivision and planned development plans for the Proposed Development until less than three weeks ago, as discussed above. According to the Staff Report, the Village has held pre-application meetings with the Petitioner regarding the Proposed Development for approximately two years. During that time, neither the Village nor the Petitioner informed the Company and QuikTrip about the Petitioner's proposed plat and plans, notwithstanding QuikTrip's repeated requests for a pre-application meeting during the summer of 2024. Had they done so, the Company and QuikTrip could have worked with the Petitioner in advance to provide for shared access on 191st Street and mutual cross access in a manner acceptable to all parties, approved by the Highway Department, and consistent with the Development Agreement.

For all of the reasons above, the Company respectfully requests that the Plan Commission continue its public hearing on the Proposed Development until its January 16, 2025 regular meeting. This would give all parties a reasonable opportunity to mutually agree on shared access on 191st Street and mutual cross access; allow the Plan Commission to consider plans for the Planned Development that are consistent with the requirements of the Highway Department, the Zoning Ordinance, and the Development Agreement; and allow the Petitioner and the Village to most efficiently advance the Proposed Development.

Thank you for your consideration.

Sincerely,

Taft Stettinius & Hollister LLP



Karl D. Camillucci

Chair Gray and Members of the Plan Commission
December 5, 2024
Page 6

KDC:ec/170112292v5

cc: Tiffany Nelson-Jaworski, Village Attorney
Daniel Ritter, Community Development Director
Pat Carr, Village Manager
Garrett Gray, Chairperson of the Plan Commission
Andrae Marak, Plan Commissioner
Angela Gatto, Plan Commissioner
Steven Sepessy, Plan Commissioner
Eduardo Mani, Plan Commissioner
Jim Gaskill Sr., Plan Commissioner
Amanda Martinez, Plan Commissioner
Michael Stocklose, Plan Commissioner
Terry Hamilton, Plan Commissioner
Lori Kosmatka, Commission Secretary
Trustee Dennis Mahoney, Board Liaison
Jason Engberg, Staff Liaison



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Karl D. Camillucci
312.836.4085
kcamillucci@taftlaw.com

November 19, 2024

VIA E-MAIL
VIA FEDEX

Tiffany Nelson-Jaworski
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1441 South Harlem Avenue
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jaworski@dlglawgroup.com

Daniel Ritter
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16250 Oak Park Avenue
Tinley Park, IL 60477
dritter@tinleypark.org

Pat Carr
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pcarr@tinleypark.org

Chair Gray and Members of the Plan
Commission
Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477

**Re: November 21, 2024 Plan Commission Workshop: Proposed
Brookside Creek Retail Center Planned Development**

Dear Ms. Nelson-Jaworski, Mr. Ritter, Mr. Carr, Chair Gray, and Members of the Plan
Commission:

We represent Webster Property Group, L.L.C. (the "**Company**"). The Company owns legal title to the property located on the southwest corner of the intersection of 191st Street and Harlem Avenue (the "**Property**") in the Village of Tinley Park (the "**Village**"). We understand that the Village's Plan Commission will hold a workshop on November 21, 2024 regarding a proposed "Brookside Creek Retail Center Planned Development" (the "**Proposed Development**"). The Proposed Development would be located adjacent to, and to the west and south of, the Property. As proposed in the documents contained in the Plan Commission's November 21, 2024 agenda materials, the Proposed Development would substantially interfere with the Company's rights to develop and use the Property, as previously approved by the Village. The Company respectfully requests that the Village: (1) remove the Proposed Development from the Plan Commission's

Tiffany Nelson-Jaworski
Daniel Ritter
Pat Carr
Members of the Plan Commission
November 19, 2024
Page 2

November 21, 2024 agenda; (2) require plans for the Proposed Development be revised in a manner that is consistent with the Company's development rights with respect to the Property; and (3) reschedule this matter to a later date so that corrected plans and documentation can be submitted to the Village before the Plan Commission reviews the Proposed Development at a public workshop.

I. Development Agreement Confers Access Rights to Company Over and Across the Proposed Development.

The Proposed Development is inconsistent with, and would violate the Company's development rights under, that certain "Development Agreement Hanus 191st Street and Harlem Avenue", dated May 3, 2016, by and between the Village and the Company attached to this letter as **Exhibit A** (the "**Development Agreement**"). Section 7 of the Development Agreement provides that the Property will have access to and from 191st Street and/or Harlem Avenue through full-access curb cuts located within the Proposed Development and cross access easements over and across the Proposed Development benefitting the Property (collectively, the "**Company's Access Rights**"). To complement the Company's Access Rights and facilitate access to and from the Proposed Development, the Company, at the Village's request, agreed in Section 5 of the Development Agreement to grant public access and cross access easements over and across the Property (the "**Easements Granted by the Company**") for the benefit of the Proposed Development at locations that would connect to the Company's Access Rights.

Inconsistent with the Development Agreement, the plans for the Proposed Development set forth in the agenda materials for the Plan Commission's November 21, 2024 meeting (the "**Proposed Plans**") do not reflect the Company's Access Rights. Although the Proposed Plans depict curb cuts providing full access to and from the Proposed Development on both 191st Street and Harlem Avenue, the Proposed Plans do not depict cross access easements connecting those curb cuts and the Property. This omission is particularly difficult to understand because the Proposed Plans depict the Easements Granted by the Company over and across the Property, suggesting that the Village and Tinley Park Land Development LLC (the "**Developer**") are aware of the Easements Granted by the Company but nevertheless did not incorporate the Company's Access Rights into the Proposed Plans.

Village staff is aware that the Development Agreement applies but inexplicably did not reference it in the staff report or include it with the agenda materials for the Plan Commission's November 21, 2024 meeting. The Development Agreement remains in full force and effect, and the Company's Access Rights are critical for the development and use of the Property. Impairment of the Company's Access Rights would substantially

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diminish the Company's ability to use and enjoy the Property and significantly reduce the value of the Property. Moreover, the Company's Access Rights and the Easements Granted by the Company mutually benefit the Company, the Developer, and the public by improving site access and circulation within both the Property and the Proposed Development. The Company respectfully requests that the Village require the Developer to revise plans for the Planned Development to reflect the Company's Access Rights, as provided in the Development Agreement. The Company is happy to cooperate with the Developer and the Village to coordinate the locations of the Company's Access Rights and the Easements Granted by the Company to achieve a good outcome for all parties.

II. Reliance on Company's Access Rights.

Both the Company and QuikTrip Corporation ("**QuikTrip**") have acted in substantial reliance on the Company's Access Rights and other development rights set forth in the Development Agreement, including the expenditure of significant resources in furtherance of the development of the Property consistent with those rights. As the Village is aware, the Company is under contract to sell the Property to QuikTrip, which operates more than 1,000 fueling stations and convenience stores in the United States. On September 13, 2024, QuikTrip filed an application with the Village for a special use permit to develop and operate a fueling station and convenience store on the Property (the "**QuikTrip Development**"). QuikTrip agreed to purchase the Property and pursue the QuikTrip Development in reliance on the Company's Access Rights and the other development rights set forth in the Development Agreement. Both the Company and QuikTrip have substantially changed their respective positions in reliance on those rights. Failure by the Village to honor the development rights set forth in the Development Agreement would cause both the Company and QuikTrip to suffer irreparable harm.

The Village contributed to the Company's and QuikTrip's reliance. When the Village provided comments to QuikTrip regarding QuikTrip's special use application, the Village did not notify QuikTrip about the Proposed Development, even though the Developer filed its zoning application only three and half weeks before QuikTrip filed its special use application. In fact, the Village has never notified the Company or QuikTrip about the Proposed Development, which the Company only discovered independently by reviewing the agenda for the November 21, 2024 Plan Commission meeting. Due to the Village's failure to notify the Company and QuikTrip about the Proposed Development, the Company and QuikTrip reasonably continued to rely on the development rights set forth in the Development Agreement, including the Company's Access Rights. If the Village had informed the Company and QuikTrip about the Proposed Development, the Company and QuikTrip would have had an opportunity to work with the Developer and

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the Village to address the Company's Access Rights before the Village scheduled the Proposed Development for consideration by the Plan Commission.

III. The Plan Commission Should Concurrently Consider the Proposed Development and the QuikTrip Development.

The Plan Commission should consider the Proposed Development and the QuikTrip Development together because they are inextricably linked. The Development Agreement contemplates coordinated access and circulation over and across the Property and the Proposed Development for the mutual benefit of the Property and the Proposed Development. Strangely, however, the staff report regarding the Proposed Development does not inform the Plan Commission about the Development Agreement, the Company's Access Rights, the Easements Granted by the Company, and QuikTrip's pending special use application for the QuikTrip Development on the Property. As mentioned above, the Village also never notified the Company and QuikTrip about the Proposed Development, precluding them from coordinating with the Developer.

The Plan Commission cannot reasonably and in good faith evaluate and act upon the Proposed Development without knowing about the Company's Access Rights, the Easements Granted by the Company, and the proposed QuikTrip Development. Furthermore, the Plan Commission cannot evaluate and act upon the Developer's application unless and until it receives plans that reflect the Developer's Access Rights and the other requirements of the Development Agreement. Given the pending applications of the Developer and QuikTrip, which were independently filed within weeks of each other, the Plan Commission should concurrently review the Proposed Development and the QuikTrip Development. Concurrent review will ensure appropriate coordination among the Developer and QuikTrip so that the plans for both developments are consistent with the provisions of the Development Agreement and provide optimal site access and circulation for the benefit of the public.

IV. Obligation to Consider Both Developments on Equal Basis.

The Village has an obligation to review the Proposed Development and the QuikTrip Development on an equal basis. The Village's staff report regarding the Proposed Development indicates that the Village and the Developer engaged in extensive discussion regarding the Proposed Development before the Developer filed its zoning application. (Yet, the Village and the Developer failed to address the requirements of the Development Agreement.) In contrast, the Village did not engage in pre-application dialogue with QuikTrip, even though QuikTrip repeatedly contacted the seeking a pre-application meeting. After multiple attempts to initiate discussion, QuikTrip had no choice

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but to ultimately filed its application on September 13, 2024. Only after receipt of the application did the Village provide comments regarding plans for the QuikTrip Development, which QuikTrip could have affirmatively addressed in its application if the Village had engaged in pre-application discussions. A pre-application meeting also would have been an ideal opportunity for the Village to notify QuikTrip regarding the Proposed Development to facilitate coordination of cross access and site circulation in accordance with the Development Agreement.

The Company has heard that the Village may have invested its own resources in professional studies and reports for the purpose of facilitating the Proposed Development, which the Village has not done with respect to the Property. The Village should disclose any investment it has made in engineering work, consultants, reports, and other services related to the Proposed Development so that the Plan Commission and the public can understand whether the Village has any special interest in ensuring that the Proposed Development succeeds. Notwithstanding any interest the Village may have in the Proposed Development, the Village must nevertheless afford other applicants, including QuikTrip, equal opportunities to use and develop their properties in accordance with applicable requirements of law.

Indeed, the proposed QuikTrip Development requires fewer Village approvals than the Proposed Development and, therefore, the QuikTrip Development could be acted upon comparatively quickly. The Village has already annexed and zoned the Property as part of the Village's B-3 General Business and Commercial Zoning District (the "**B-3 District**"). Within the B-3 District, the QuikTrip Development is a special use, which under Illinois law carries a presumption that the use is appropriate within the B-3 District, subject only to a circumstantial analysis of the detrimental effect, if any, of the QuikTrip Development on surrounding properties and the general welfare of the Village.¹ In contrast, the Proposed Development requires approval of an annexation, an annexation agreement, a planned unit development, and a plat of subdivision. Compared to the Proposed Development, consideration of the QuikTrip Development should be routine and expeditious.

To be clear, the Company does not oppose the Proposed Development *per se*. The Company desires to have a constructive and cooperative relationship with the Developer and the Village. The Proposed Development and the QuikTrip Development

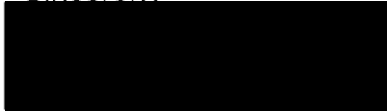
¹ The Company notes that the Proposed Development includes a fueling station and convenience store, similar to the QuikTrip Development. The staff report does not express any concerns about the impact of this type of use on nearby properties and the general welfare of the Village. The Company takes comfort in knowing that staff does not object to a fueling station in this area and expects the QuikTrip Development to be considered in a consistent manner.

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can be designed to complement each other. Both developments would cause long-vacant land to be redeveloped and put to productive commercial use, which would benefit the Developer, the Company, QuikTrip, the public, and the Village. The Company and QuikTrip do expect, however, that the Village will honor the cross access and site circulation plans contemplated by the Development Agreement, including the Company's Access Rights. The Company and QuikTrip are available to work with the Developer and the Village to coordinate with respect to those issues.

Thank you for your attention to this matter. The Company looks forward to working with you. Please provide copies of this letter to the members of the Plan Commission before their November 21, 2024 meeting. We were unable to identify email addresses to send this letter directly to them.

Sincerely,



Karl D. Caminucci

KDC

cc: QuikTrip Corporation
Webster Property Group L.L.C.
Nicholas J. Ftikas, The Law Offices of Samuel V.P. Banks

AETNA DEVELOPMENT CORPORATION

SUITE 4200 – 200 W. MADISON STREET – CHICAGO, IL 60606-3465 – (312) 332-4172 • FAX (312) 332 2119

Via UPS Overnight Mail

May 19, 2016

Ms. Paula J. Wallrich, AICP
Interim Community Development Director
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

**Re: Webster Property Group, L.L.C.
Development Agreement
191st Street & Harlem Avenue**

Dear Paula:

Enclosed please find two (2) fully executed Development Agreements for our development at the southwest corner of 191st Street and Harlem Avenue.

Please let me know if you have any questions.

Very truly yours,

AETNA DEVELOPMENT CORPORATION

Andrea Ragona
Project Manager

AR:kkt

enclosures

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

CLERK'S CERTIFICATE

I, PATRICK REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2016-R-011

**RESOLUTION AUTHORIZING THE EXECUTION OF
DEVELOPMENT AGREEMENT – HANUS 191ST STREET AND HARLEM
AVENUE**

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of May, 2016, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of May, 2016.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: **Maher, Grady, Pannitto, Vandenberg, Younker**

NAYS: **None**

ABSENT: **None**

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of May, 2016.

 
Village Clerk

RESOLUTION NO. 2016-R-011**RESOLUTION AUTHORIZING THE EXECUTION OF
DEVELOPMENT AGREEMENT –
HANUS 191ST STREET AND HARLEM AVENUE**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a certain Development Agreement (the “Agreement”) between the Village of Tinley Park (“Village”), and Webster Property Group, LLC., an Illinois limited liability company, a true and correct copy of which is attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 3rd day of May, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker

NAYS: None

ABSENT: None

APPROVED this 3rd day of May, 2016, by the President of the Village of Tinley Park.


Village President

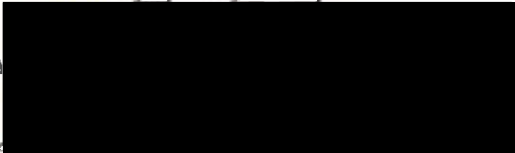
A 
Village Clerk

EXHIBIT 1

DEVELOPMENT AGREEMENT
HANUS 191st STREET and HARLEM AVENUE

1. This Agreement entered into this 3rd day of May, 2016, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, a Municipal Corporation, (hereinafter referred to as the "Village") and Webster Property Group, L.L.C., an Illinois limited liability company, c/o National Shopping Plazas, Inc., 200 W. Madison Street-Suite 4200, Chicago, Illinois 60606 (hereinafter referred to as "Developer").

2. The Property subject to this Agreement is legally described on **EXHIBIT 1** attached hereto and hereby made a part hereof (hereinafter the "Subject Property").

3. The Subject Property is generally located on the west side of Harlem Avenue immediately south of its intersection with 191st Street.

4. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village, Section 10 of Article VII of the Illinois Constitution and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto, being the Village and Developer, desire that the Subject Property be developed in the manner as set forth in this Agreement for a retail development under the B-3 General Business and Commercial District provisions of the Tinley Park Zoning Ordinance.

2. Developer has petitioned the Village for rezoning of the Subject Property and approval of the site plan for the Subject Property.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to development of the Subject Property, including zoning of the Subject Property to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such rezoning, including a hearing by the Plan Commission of the Village, as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the adoption of such ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village, and will constitute a preservation of environmental values.

SECTION ONE: Zoning, Plan Approval and Design Standards.

A. Zoning/Development.

1. It is understood that the Developer has petitioned for and Village will contemplate causing, by proper ordinance, the Subject Property to be developed as shown on **EXHIBIT 2** under the Zoning Ordinance of the Village as B-3 General Business and Commercial District.

2. If such ordinance referred to in Section One, A.1 above is passed by the Village, the Subject Property shall be developed by Developer substantially in accordance with the land

plan attached hereto and hereby made a part hereof as **EXHIBIT 2**, as the same may be revised by Developer and approved by the Village, which plan is entitled "Proposed Retail," and dated August 18, 2015, as last revised on August 18, 2015, and approved by the Village, and which was prepared by KMA & Associates, Inc., Architects (hereinafter referred to as the "Site Plan"). The Developer agrees that the Subject Property shall be developed by Developer substantially in accordance with said Site Plan as approved by the Village, and in accordance with any modifications thereof made by Developer and approved by the Village.

3. It is understood that the Subject Property shall be landscaped in full compliance with a landscape plan prepared by David R. McCallum Associates, dated 8/18/15, which is attached hereto and hereby made a part hereof as **EXHIBIT 3**.

4. The Subject Property shall be developed in full compliance with all provisions of the Tinley Park Subdivision and Development Regulations Ordinance. In no event shall any plat of a portion or all of the Subject Property be recorded prior to the recording of this Agreement.

SECTION TWO: Contributions.

Prior to the issuance of a building permit for the building on the Subject Property, the applicant for the building permit shall make the following contributions, which are payable to the Village on behalf of the following:

Water Construction Fund	\$ 300.00
Sewer Construction Fund	\$ 100.00
Tinley Park Volunteer Fire Department	\$ 150.00
E.S.D.A. Siren System	\$ 15.00

SECTION THREE: Utility Recaptures and Contributions.

A. In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized sewer, water, central retention ponds, and other utilities or public improvements beyond their territory to serve other territories, and particularly, the Subject Property, and the policy of providing recapture for the construction of future central retention ponds, Developer shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing utilities or public improvements, or for future public improvements, to serve the Subject Property in accordance with and limited to the schedule set forth below.

1. The following recaptures, which includes all interest, shall be paid prior to the issuance of the building permit for the Subject Property:

<u>Recapture</u>	<u>Total Amount Due*</u>
1. 191" Street 16 inch watermain (\$76.06 per frontage foot x 310 feet)	\$23,578.60
2. 191" Street peripheral roadway fund (\$65.00 per frontage foot x 310 feet)	\$20,150.00
3. Brookside Glen Lift Station (\$3,362.13 per acre x 1.96 acres)	\$ 6,589.77
4. Brookside Glen Sanitary Trunk Sewers (\$721.36 per acre x 1.96 acres)	\$ 1,413.87
5. 191" Street Lighting (design engineering only) \$584.24 per pole x 3 poles)	\$ 1,752.72
TOTAL AMOUNT OF RECAPTURE DUE	\$53,484.96
*Includes applicable interest	

SECTION FOUR: Storm Water Retention/Detention, Compensatory Storage and Storm Sewers.

Storm water run-off emanating from the Subject Property shall be retained on site in underground detention, and the compensatory storage for floodplain development shall be provided off site in central facilities known as the Storm Water Management Area located on adjacent property owned by Developer (or one of its affiliates as described on **EXHIBITS 4, 5, 6 and 7** described herein below ["Developer or Affiliates"]). All storm water detention for the

Subject Property shall be constructed by Developer on the Subject Property (with the detention for the adjacent property to be constructed separately on Developer's or Affiliates' adjacent property at the time of development of such adjacent property). All compensatory storage for the Subject Property shall be constructed by Developer or Affiliates offsite on the adjacent property owned by Developer or Affiliates (with the compensatory storage for Developer's Affiliates' adjacent property to be constructed separately on such adjacent property at the time of development of such adjacent property).

The design criteria, construction and maintenance for the storm sewers and storm water management facilities required in the final engineering plans approved by the Village Engineer shall meet all standards of the Village, Will County Storm Water Management and Federal Emergency Management Agency (FEMA) regulations currently in force as of the date of their construction and shall be completed by the Developer at its expense.

The ownership of, and duty to maintain, said storm water management facilities shall remain with the Developer or Affiliates.

It is recognized that the development will require elevation of the land to remove it from the regulatory floodplain. The Developer shall submit the necessary documents to FEMA for the Conditional Letter of Map Revision (LOMR) and same shall be approved prior to issuance of any building permit for any building to be built on the Subject Property. Upon completion of the building construction, the Final LOMR – Fill shall be submitted documenting the parcel removal from the floodplain. No building construction can begin prior to FEMA approval of the Conditional Letter of Map Revision.

Any such facilities which are to be located in a wetland or any excavation work which will disrupt the wetlands shall require a permit from the U.S. Army Corps of Engineers. No

work shall commence in any wetland until such time as any such permit is obtained. Developer shall also construct and install any other storm water retention or detention facilities required by any public body having applicable jurisdiction.

Developer shall record plats of easement in a form and substance approved by the Village and providing for the care and maintenance of all of said facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, to go in and perform such maintenance work if necessary and to charge the applicable owner as shown on the applicable plat of easement for the costs for the same, including the right to record a lien against any land owned by such applicable owner if such costs are not paid, with said easements being in the form of EXHIBITS 4, 5, 6 and 7 attached hereto and hereby made a part hereof.

SECTION FIVE: Easements.

The Developer agrees to grant all necessary utility easements to serve the Subject Property as it is proposed to be developed, with the easements naming as grantee the Village and/or other appropriate entity designated by Village, for the extension of sewer, water, or other utilities, or for other improvements (including landscaping) which may serve not only the Subject Property, but other territories in the general area. Such easements shall include an easement covering all of the storm sewer detention facilities, including access thereto, as well as a drainage and utility easement. Such easements shall be granted at the time requested by the Village. In addition, pursuant to and as shown on the Plat of Easement for the Subject Property prepared by Manhard Consulting, Ltd. that is approved by the Village, a copy of which is attached hereto as EXHIBIT 8 and made a part hereof, and which shall be recorded upon execution of this Agreement and the granting of the necessary approvals by the Village pursuant to and in furtherance of the terms of this Agreement and the development of the Subject

Property, the Developer shall grant certain cross access or public ingress/egress easements as may be required and approved by the Village and included on the approved **EXHIBIT 8**. The plats of easement as approved by the Village will be recorded at Developer's expense in the office of the Will County Recorder of Deeds following the parties' entry into this Agreement. It shall be the responsibility of the Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION SIX: Developmental Codes and Ordinances and General Matters.

Except as otherwise provided in this Agreement, the development of the Subject Property and of each portion thereof shall be in accordance with the existing building, zoning, subdivision and development, storm water detention and other developmental codes and ordinances of the Village as they exist on the date the building permit for development of the Subject Property is issued. Planning and engineering designs and standards shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time. The construction standards for all common driveways shall be as established in the preliminary engineering plans entitled "191st and Harlem Retail Development," and dated February 18, 2015, as last revised on July 16, 2015, and approved by the Village, and which were prepared by Manhard Consulting, Ltd., as such engineering plans may hereafter be modified as required by the Village or as modified by Developer and approved by the Village (such preliminary engineering plans, as they may be so modified and approved by the Village in the future are collectively hereinafter referred to as the "Final Engineering Plans").

SECTION SEVEN: Development Variations

Under Village codes and ordinances a maximum of one permanent curb cut is allowed for the Subject Property, as well as a maximum of one temporary curb cut, which temporary curb cut

must be eliminated when ingress and egress for Developer to the additional permanent curb cuts described below is established. The Village agrees that the planned curb cut on Harlem Avenue as shown on **EXHIBIT 2** attached hereto is the permanent curb cut allowed for the Subject Property. Subject to Will County approval, the Village also hereby approves a temporary curb cut (right in, right out only) on 191st Street also as shown on **EXHIBIT 2** and to allow such temporary curb cut to remain until the earlier of: (i) a permanent right in, right out only or full access curb cut and public ingress/egress is established to 191st Street to the west of the Subject Property that Developer is able to make use of and travel to ; or (ii) a permanent full access curb cut and public ingress/egress is established to Harlem Avenue to the south of the Subject Property that Developer is able to make use of and travel to, also as shown on **EXHIBIT 2**.

Once Developer is able to make use of, and travel to, the future curb cuts for such permanent public ingress/egress either to 191st Street or permanent public ingress/egress to Harlem Avenue then Developer agrees (1) to eliminate all "right out" portions of the temporary curb cut on 191st Street, thus creating a "right in" driveway, all in a manner satisfactory to the Village and also in accordance with final engineering plans approved by the Village, (2) to demolish the portion of the driveway located in the ROW of 191st Street and to reconstruct the ROW in a manner satisfactory to, and in accordance with final engineering plans approved by the Village, and (3) to extend the existing drive aisles within the Subject Property from their locations in the parking lot to the planned locations for public cross access and ingress/egress in accordance with plans approved by the Village. Financial security in a form and amount acceptable to the Village shall be provided to ensure that all such work is completed when the temporary curb cut is eliminated.

SECTION EIGHT: Construction of Asphalt Paths/Sidewalks

The Developer is required to construct and install a ten feet wide asphalt path along the entire boundary of the Subject Property adjacent to Harlem Avenue, and also a ten feet wide asphalt path along the entire boundary of the Subject Property adjacent to 191st Street, all as depicted on **EXHIBIT 2**. Such asphalt paths shall be completed by Developer on or before completion of construction of the building(s) on the Subject Property. Such asphalt paths shall

be located and constructed in the dedicated rights-of-way and in accordance with the Final Engineering Plans approved by the Village.

SECTION NINE: Water Supply.

Developer shall be required to construct at its expense the necessary water main in the interior parking areas on the Subject Property from the existing Village water main located in the right-of-way of 191st Street and extending south to the south property line of the Subject Property in order to service the Subject Property in accordance with the Subdivision and Development Regulations Ordinance of the Village and the Final Engineering Plans approved by the Village, which water main extension need not be looped.

SECTION TEN: Sanitary Sewers and Treatment.

Developer shall be required to construct at its expense all necessary sanitary sewer mains to service the Subject Property in accordance with the Subdivision and Development Regulations Ordinance of the Village and the Final Engineering Plans approved by the Village.

SECTION ELEVEN: Utilities.

All new electricity, telephone, cable television and gas lines installed to service the Subject Property shall be installed underground, the location of which underground utilities shall be at the Developer's option. The Village agrees that Developer shall not be obligated to bury or be responsible for the cost of burial of the existing above ground utility lines and improvements located on or about the Subject Property.

SECTION TWELVE: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor

municipal authorities of said Village and successor municipalities for a term of twenty (20) years from the date of this Agreement.

This Agreement shall be recorded in the office of the Recorder of Deeds of Will County, Illinois, at Developer's expense.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, granting of easements to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION THIRTEEN: Notices.

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

For the Village:

1. Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
3. Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: Terrence M. Barnicle

For the Developer:

1. Webster Property Group, L.L.C.
c/o National Shopping Plazas, Inc.
200 W. Madison St. – Suite 4200

Chicago, IL 60606

2. John B. Murphey
Rosenthal, Murphey, Coblenz and Donahue
30 N. La Salle St.-Suite 1624
Chicago, IL 60602

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

SECTION FOURTEEN: Permits and Letter of Credit.

The Developer shall not be entitled to obtain any building permits, nor any sign permits, unless and until the proper letter of credit has been made to the Village in accordance with the Subdivision and Development Regulations Ordinance of the Village.

The letter of credit shall specifically include an amount to cover the water and sanitary sewer mains, all stormwater detention and management facilities, the cost of street trees, street lights and the asphalt paths as required by the Subdivision and Development Regulations Ordinance and this Agreement. At such time as all work is completed and the only work remaining to be secured is the 191st Street curb cut closure work described in Section Seven, Developer may, at its option, substitute a cash bond for the letter of credit.

Developer agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods as approved by the Village. In addition, the Village, after providing Developer with 30 days advance written notice, shall have the right to either be reimbursed in full for all costs incurred by the Village or to draw upon the letter of credit provided for in this Agreement to relocate or remove any dirt stock pile which results from the development should it not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it remain beyond the time period specified by the Village; provided, however, that the Village will

not draw upon the letter of credit if Developer relocates or removes the stock piles as directed by the Village within the 30 day notice period.

**SECTION FIFTEEN: Reimbursement of Village for Legal
and Other Fees and Expenses.**

A. To Effective Date of Agreement.

The Developer concurrently with adoption of this Agreement by the Village shall reimburse the Village for the following expenses of outside contractors and professionals incurred in the preparation and review of the Site Plan, the Final Engineering Plans and this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

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

B. From and After Effective Date of Agreement.

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

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses designated from time to time by the Developer.

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

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

1. Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and the Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court

costs, attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

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

SECTION SIXTEEN: Disconnection.

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

SECTION SEVENTEEN: Subordination of Mortgage(s).

In the event there are any existing mortgages or other liens of record against the Subject Property, Developer shall obtain by appropriate document(s) a subordination of right of such mortgagee and/or lienholder to the terms of this Agreement. In the event that the Developer (or any future owner and/or developer) hereafter obtains a mortgage or other loan of money secured by the Subject Property, the rights of such mortgagee or lender shall be subordinate to the terms and conditions of this Agreement.

SECTION EIGHTEEN: Warranties and Representations.

The Developer represents and warrants to the Village that the Developer is the owner of the Subject Property, and that other than the entities and persons hereinbefore described on page 1 of this Agreement, no other entity or person has any interest in the Subject Property or its

development as herein proposed and that Developer has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct. The Developer further represents that the Developer intends and proposes to develop the Subject Property in the manner provided in this Agreement.

SECTION NINETEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, the Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer from any or all of such obligations. Nothing herein shall be construed to limit any such future conveyances.

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

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

SECTION TWENTY-ONE: Village Approval or Direction.

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

SECTION TWENTY-TWO: Singular and Plural.

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

SECTION TWENTY-THREE: Section Headings and Subheadings.

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

SECTION TWENTY-FOUR: Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.

SECTION TWENTY-FIVE: Authorization to Execute.

The officer of Developer executing this Agreement warrants that he has been lawfully authorized by the Managing Member of Developer to execute this Agreement on behalf of said Developer and is lawfully authorized to execute this Agreement on Developer's behalf. The Acting President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Developer and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-SIX: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no

promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

SECTION TWENTY-SEVEN: Counterparts.

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

SECTION TWENTY-EIGHT: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, subject to extension if the cure cannot be reasonably effected within thirty (30) days and the party at fault proceeds diligently to effect such cure at the earliest practicable time.

SECTION TWENTY-NINE: Conflict Between the Text and Exhibits.

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

SECTION THIRTY: Severability.

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

SECTION THIRTY-ONE: Definition of Village.

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

SECTION THIRTY-TWO: Execution of Agreement.

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

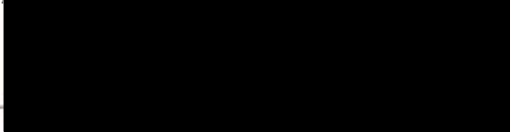


Village Clerk

VILLAGE OF TINLEY PARK,
a Municipal Corporation

By 
Village President

WEBSTER PROPERTY GROUP, L.L.C.
an Illinois limited liability company

By 

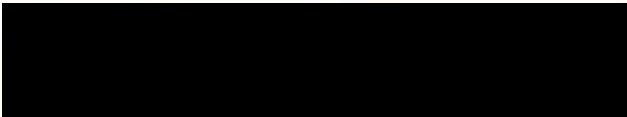
George D. Hanks

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman, personally known to me to be the President of the Village of Tinley Park, and Patrick E. Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4th day of May, 2016.


Notary Public



STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above-named George D. Harris,
President of Webster Property Group, L.L.C., an Illinois limited liability
company, personally known to me to be the same person whose name is subscribed to the
foregoing instrument as such President, appeared before me this day in person
and acknowledged that he signed and delivered the said instrument as his own free and voluntary
act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 8th day of May, 2016

Notary Public



EXHIBIT 1**Legal Description of the Subject Property**

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, IN TOWNSHIP 35 NORTH, AND IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF CIRCLE OF 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, AFORESAID; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED TO THE COUNTY OF WILL FOR HIGHWAY PURPOSES BY DEED DATED AUGUST 5, 1971 AS DOCUMENT NUMBER R71-32454, ALL IN WILL COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 390.00 FEET TO THE WEST LINE OF THE EAST 390.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 08 MINUTES 25 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 104.56 FEET (104.90 FEET PER DOCUMENT R71-32454) TO THE SOUTHERLY LINE OF DEDICATION AS SHOWN IN DOCUMENT R71-32454 AND THE POINT OF BEGINNING; THENCE THE FOLLOWING COURSE ALONG SAID SOUTHERLY LINE OF DEDICATION; SOUTHEASTERLY ALONG A NON-TANGENT ARC HAVING A RADIUS OF 1178.916 FEET, AN ARC LENGTH OF 314.39 FEET (314.65 FEET PER DOCUMENT R71-32454) AND A CHORD BEARING OF SOUTH 81 DEGREES 37 MINUTES 14

SECONDS EAST TO THE WEST LINE OF THE EAST 80.00 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 08 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 8.88 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 52 SECONDS WEST, A DISTANCE OF 62.77 FEET TO A TANGENT ARC; THENCE WESTERLY ALONG AN ARC HAVING A RADIUS OF 6620.00 FEET, AN ARC LENGTH OF 247.29 FEET, AND A CHORD BEARING OF NORTH 89 DEGREES 04 MINUTES 56 SECONDS WEST, TO THE WEST LINE OF THE EAST 390.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 08 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 50.76 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Property Address: Southwest corner of Harlem Avenue and 191st Street, Tinley Park, IL

PIN: 09-12-200-012

EXHIBIT 2

Site Plan

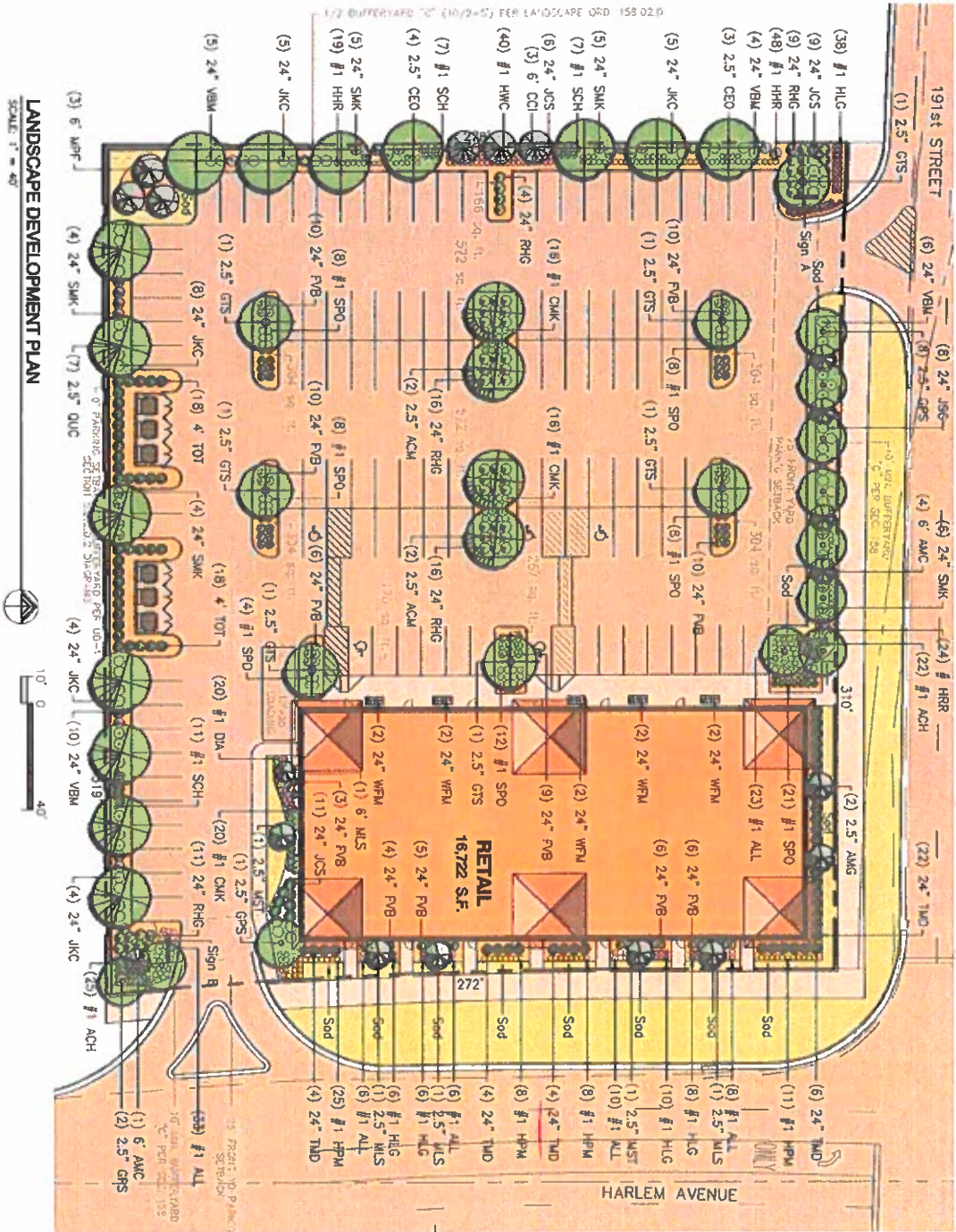
EXHIBIT 3

Landscape Plan

PROPOSED RETAIL DEVELOPMENT

AETNA DEVELOPMENT CORPORATION
200 W. MADISON STREET, SUITE 4200
CHICAGO, ILLINOIS 60606
(312) 332-4172

DAVID R. MCCALLUM ASSOCIATES, INC.
350 NORTH MILLWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048
(847) 382-0209



Plant List			
Plant Code	Plant Name	Quantity	Notes
(1)	2.5' GTS	1	
(2)	2.5' GTS	1	
(3)	2.5' GTS	1	
(4)	2.5' GTS	1	
(5)	2.5' GTS	1	
(6)	2.5' GTS	1	
(7)	2.5' GTS	1	
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(12)	2.5' GTS	1	
(13)	2.5' GTS	1	
(14)	2.5' GTS	1	
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(93)	2.5' GTS	1	
(94)	2.5' GTS	1	
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(97)	2.5' GTS	1	
(98)	2.5' GTS	1	
(99)	2.5' GTS	1	
(100)	2.5' GTS	1	

PROPOSED RETAIL DEVELOPMENT

S.W.C. 181st STREET & HARLEM AVENUE
TRALEY PARK, ILLINOIS

AETNA DEVELOPMENT CORPORATION
200 W. MADISON STREET, SUITE 4200
CHICAGO, ILLINOIS 60606
(312) 382-4172

DAVID R. McCALLUM ASSOCIATES, INC.
360 NORTH MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048
(847) 362-0209

4

LANDSCAPE DETAILS

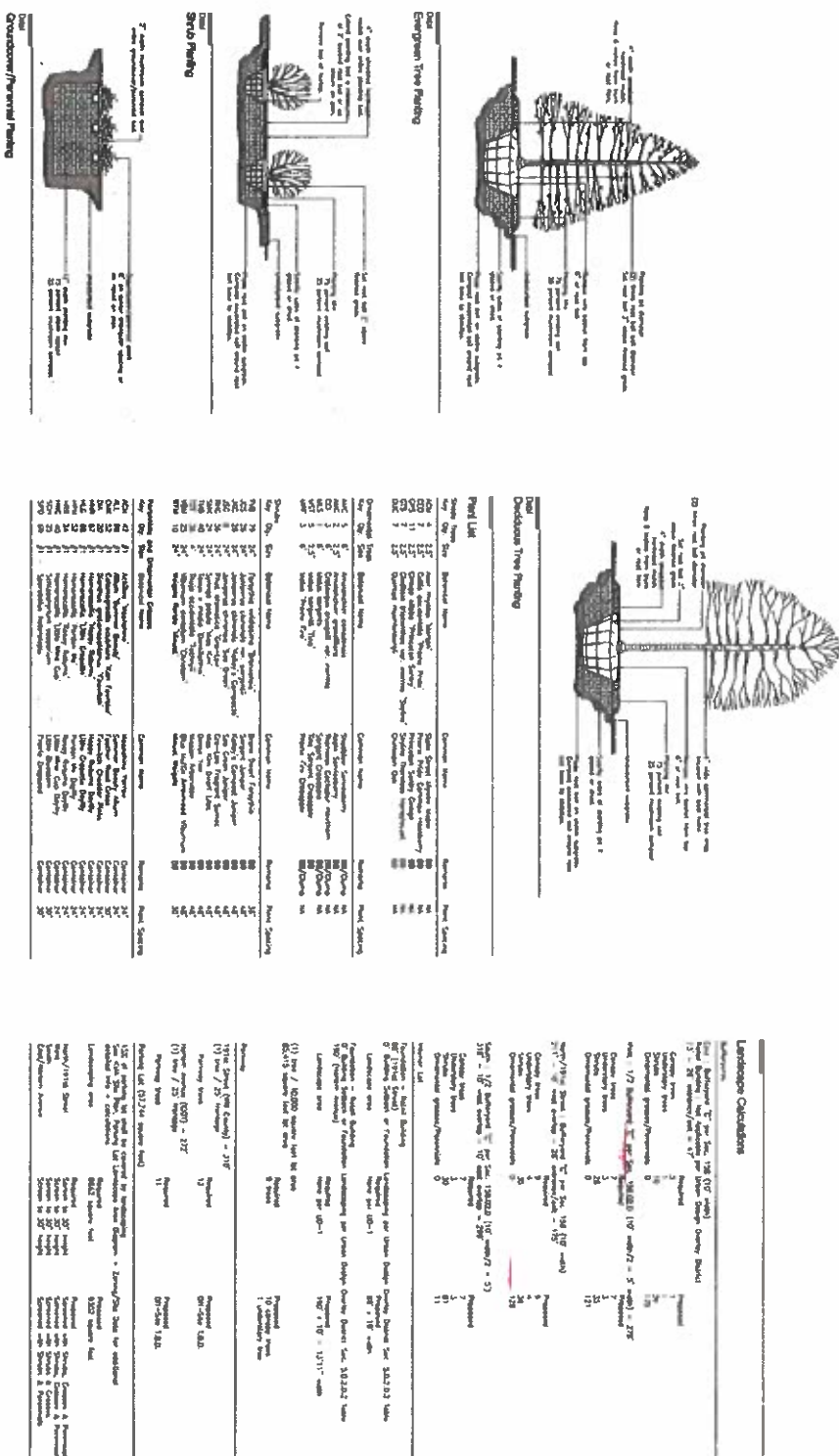


EXHIBIT 4-7

Compensatory Storage Easement Plats

[illegible]

SHEET 1 OF 1	SOUTHWEST CORNER OF 101ST STREET AND HARLEM AVENUE TINLEY PARK, ILLINOIS STORMWATER MANAGEMENT EASEMENT	 Manhard CONSULTING LTD 1000 Spring Street, Lombard, IL 60148 • PH: 630.261.8800 • FAX: 630.261.8801 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers Stormwater Engineers • Environmental Engineers • Landscaping Engineers	
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PLAT OF EASEMENT

STORMWATER MANAGEMENT EASEMENT DESCRIPTION

STORMWATER MANAGEMENT EASEMENT MAINTENANCE RESPONSIBILITY AND GRANT OF EASEMENT

CHIEF CERTIFICATE

VILLAGE CERTIFICATE

WILL COUNTY RECORDS CERTIFICATE

CHIEF CERTIFICATE

VILLAGE CERTIFICATE

WILL COUNTY RECORDS CERTIFICATE

FOR REVIEW ONLY

Manhard CONSULTING LTD

[illegible]

EXHIBIT 8

Plat of Easement

PREPARED FOR

ADINA DEVELOPMENT CORPORATION
200 WEST MADISON STREET
CHICAGO, ILLINOIS 60606

PLAT OF EASEMENT

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

GRAPHIC SCALE
1 inch = 30 ft
0 30 60 90 120 150 180 210 240 270 300 330 360 390 420 450 480 510 540 570 600 630 660 690 720 750 780 810 840 870 900 930 960 990 1020 1050 1080 1110 1140 1170 1200 1230 1260 1290 1320 1350 1380 1410 1440 1470 1500 1530 1560 1590 1620 1650 1680 1710 1740 1770 1800 1830 1860 1890 1920 1950 1980 2010 2040 2070 2100 2130 2160 2190 2220 2250 2280 2310 2340 2370 2400 2430 2460 2490 2520 2550 2580 2610 2640 2670 2700 2730 2760 2790 2820 2850 2880 2910 2940 2970 3000 3030 3060 3090 3120 3150 3180 3210 3240 3270 3300 3330 3360 3390 3420 3450 3480 3510 3540 3570 3600 3630 3660 3690 3720 3750 3780 3810 3840 3870 3900 3930 3960 3990 4020 4050 4080 4110 4140 4170 4200 4230 4260 4290 4320 4350 4380 4410 4440 4470 4500 4530 4560 4590 4620 4650 4680 4710 4740 4770 4800 4830 4860 4890 4920 4950 4980 5010 5040 5070 5100 5130 5160 5190 5220 5250 5280 5310 5340 5370 5400 5430 5460 5490 5520 5550 5580 5610 5640 5670 5700 5730 5760 5790 5820 5850 5880 5910 5940 5970 6000 6030 6060 6090 6120 6150 6180 6210 6240 6270 6300 6330 6360 6390 6420 6450 6480 6510 6540 6570 6600 6630 6660 6690 6720 6750 6780 6810 6840 6870 6900 6930 6960 6990 7020 7050 7080 7110 7140 7170 7200 7230 7260 7290 7320 7350 7380 7410 7440 7470 7500 7530 7560 7590 7620 7650 7680 7710 7740 7770 7800 7830 7860 7890 7920 7950 7980 8010 8040 8070 8100 8130 8160 8190 8220 8250 8280 8310 8340 8370 8400 8430 8460 8490 8520 8550 8580 8610 8640 8670 8700 8730 8760 8790 8820 8850 8880 8910 8940 8970 9000 9030 9060 9090 9120 9150 9180 9210 9240 9270 9300 9330 9360 9390 9420 9450 9480 9510 9540 9570 9600 9630 9660 9690 9720 9750 9780 9810 9840 9870 9900 9930 9960 9990 10020 10050 10080 10110 10140 10170 10200 10230 10260 10290 10320 10350 10380 10410 10440 10470 10500 10530 10560 10590 10620 10650 10680 10710 10740 10770 10800 10830 10860 10890 10920 10950 10980 11010 11040 11070 11100 11130 11160 11190 11220 11250 11280 11310 11340 11370 11400 11430 11460 11490 11520 11550 11580 11610 11640 11670 11700 11730 11760 11790 11820 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Daniel Ritter

From: Sean Moloney <[REDACTED]>
Sent: Tuesday, December 03, 2024 2:07 PM
To: Daniel Ritter
Cc: Pam; Jason Engberg
Subject: Re: 191ST and Harlem - BROOKSIDE CREEK RETAIL CENTER PUD and Gas n Wash

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Thanks Daniel.

-Sean

On Tuesday, December 3, 2024 at 01:43:29 PM CST, Daniel Ritter <dritter@tinleypark.org> wrote:

Hello Mr. Moloney,

I wanted to let you know this was received and appreciate your organized thoughts. Staff and the developer/applicant will review this, and I will be in contact with you if we have any updates or specific responses.

I can say to your first point that I do think the fence location is possible to move nearer to the specific development sites. In other areas it seems some residents may want it near to the overall development line, but the developer is flexible on where that is located.

Thanks again and please reach out if you have any other comments or questions.

Sincerely,

Daniel Ritter, AICP

Community Development Director

(708) 444-5161 | dritter@tinleypark.org



From: Sean Moloney <[REDACTED]>
Sent: Monday, December 2, 2024 8:10 PM
To: Michael Glotz <mglotz@tinleypark.org>; William Brady <wbrady@tinleypark.org>; William Brennan <wbrennan@tinleypark.org>; Dennis Mahoney <dmahoney@tinleypark.org>; Daniel Ritter <dritter@tinleypark.org>; Michael Whalen <mwhalen@tinleypark.org>; Jason Engberg <jengberg@tinleypark.org>; Lori Kosmatka <lkosmatka@tinleypark.org>; Patrick Carr <pcarr@tinleypark.org>
Cc: Pam <[REDACTED]>; Jen Vargas <[REDACTED]>
Subject: 191ST and Harlem - BROOKSIDE CREEK RETAIL CENTER PUD and Gas n Wash

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Hi Tinley Park Staff,

Concerning the subject proposed development, Pam and myself wanted to bring up a few concerns that we have. These concerns were also discussed in a meeting we had with our other concerned neighbors, yesterday evening. I believe that they may also have some additional good ideas and concerns that they may be bringing to your attention, but I wanted to send this email in the meantime.

Note: Our property is lot #847 in the plan document. It is the most northern house that borders the west side of the property. It is the closest property to 191st/Gas Station/McDonalds (proposed).

1) During the neighborhood meeting, it was brought up that placing the border fence as close as possible to the new buildings would be better for us than placing the fence closer to the residential houses. The thought was it seems more secure, the new fence would not be as close to existing residential fences (fence against fence), and it would be a better view for the residents if there was a couple hundred feet of open space/basins before the large building structures. It was

brought up that since the fence would be significantly shorter, it would cost less and that maybe the developer would consider a higher grade fence, such as the higher end stone type.

2) From our property and my nearest neighbors perspective, it would be best to leave that small wooded area on the north/west side as is. The existing trees would provide a buffer for view, sound and light to the close proximity Gas Station and McDonalds (proposed). In addition, there is a family of hawks that live in the trees that we have become quite fond of and are protected by the state of Illinois. They provide benefit to the environment such as rodent control. Plus, we believe that there may be coyote den in there and it would be kind of cruel to evict them.

3) During the neighborhood meeting, the hours of operation was brought up. We did not see any info on this in the plan document. Are any of the stores, such as the grocery store, McDonalds, or Gas Station 24hrs? We believe that would be a significant negative for the residents, especially noise and lights at night, and we would like you to consider this.

4) During the neighborhood meeting, it was discussed how the water basins near the residents would be maintained. The plan document mentioned that outlets would be maintained, but will the water basins be left to grow wild or would they be cut regularly like normal open grass areas. If they fill with water will this be maintained to prevent mosquitoes.

5) Traffic will be a concern on our side streets for people trying to cut through to the proposed development. We would like to discuss a stop sign at Ridgefield/Westfield Ave and Rose Field/Westfield Ave. Also a Dead End sign for the cul de sac on the north end of Westfield Ave.

Please consider our concerns and try to work with the developer. We appreciate you thinking about the residents that border the property, and the entire Tinley Park community.

Thanks

-Sean and Pamela Moloney

Daniel Ritter

From: Daniel Ritter
Sent: Thursday, December 05, 2024 10:18 AM
To: Jennifer Vargas
Cc: Patrick Carr; Michael Glotz
Subject: RE: 191st and Harlem-Brookside Creek Retail Center PUD and Gas n Wash

Hello Jennifer,

We'd be glad to meet before the meeting today or can always afterward as well. If there is a day or time that's preferred, let me know and I'll see what I can make work.

I talked with one resident yesterday who had said the same thing about "town hall meetings". However, I don't think anyone here knows what meetings are being referenced. I was here for zoning approvals of The Boulevard, Harmony Square Plaza, and North Street/West Point developments, all went through the same public process that this project is going through right now. It is the same process required by both state law and Village ordinance. Every zoning request, big or small, follows the same public and open process. There are no open public discussions about zoning requests outside of the formal meeting process with the Plan Commission or Village Board, as that would be counter to open meeting requirements. Any meeting like you describe would need to be published and open to the entire public. Discussions on all projects with zoning requests happen at Plan Commission via a public hearing for that reason.

It sounds like maybe there is a misconception that the project is already approved or that it gets approved tonight, but tonight's meeting is the public hearing at Plan Commission. It is meant for neighbors or anyone from the public to see the overall project and ask questions or provide input, just like you are saying neighbors want. Ultimately the Plan Commission hears all the input and eventually votes on a recommendation of the requests to Village Board.

I hope that helps explain that this meeting is what everyone wants. However, do let me know if I am missing something because it seems there is a misconception that this project has some different process when it is the same one as every zoning request in the village.

Daniel Ritter, AICP
 Community Development Director
 (708) 444-5161 | dritter@tinleypark.org



From: Jennifer Vargas <[REDACTED]>
Sent: Wednesday, December 4, 2024 9:13 PM
To: Daniel Ritter <dritter@tinleypark.org>; Patrick Carr <pcarr@tinleypark.org>; Michael Glotz <mglotz@tinleypark.org>
Subject: Re: 191st and Harlem-Brookside Creek Retail Center PUD and Gas n Wash

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Daniel,

I think having a meeting with the neighbors would be a good idea to go over all of our questions about the plans. I think what really upsets most of the neighbors is that when you (Tinley Park) were redeveloping downtown, there were several town hall meetings for the residents to give their input. You (Tinley Park) encompassed the entire community, and made them feel that they were a part of it. We were never given that same opportunity and this is a large development and Brookside Glen is a large area of Tinley Park. Why were we not given the same opportunity as the residents in downtown Tinley? What singled us out? The residents here deserve an answer to that question and perhaps you (or any Tinley Park official) can address that when we have a meeting. Please let me know a few dates that are available in the evening for the residents to meet with you, other officials and the developer to go over our concerns.

Thank you,
Jennifer Vargas

On Wednesday, December 4, 2024 at 02:57:59 PM CST, Daniel Ritter <dritter@tinleypark.org> wrote:

That's great to hear they are assisting. Feel free to give them mine or Jason Engberg's contact information as well and we can always assist if means emailing or even printing some information. We're available to meet with anyone as well to go over the plans or any questions.

Thanks again for coordinating and appreciate the contact ahead of time.

Daniel Ritter, AICP

Community Development Director

(708) 444-5161 | dritter@tinleypark.org



From: JENNIFER VARGAS <[REDACTED]>
Sent: Wednesday, December 4, 2024 1:46 PM
To: Daniel Ritter <dritter@tinleypark.org>
Subject: Re: 191st and Harlem-Brookside Creek Retail Center PUD and Gas n Wash

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Hi Daniel,

Thank you for reaching out with the explanations of the items listed. As I stated at the end of my email, we want to work with you and are not against the economic development of the land. I have a few residents on the blocks who are in their 70's who can not access the information, however, I believe other neighbors have been helping them retrieve the information. I appreciate you being more transparent with the information and yes, the residents definitely want to have as many buffers and fences that will help protect our neighborhood from the development, both from sight and security perspectives. I look forward to talking to you in the near future, about noise, lighting, security, buffers and fences etc as the project moves forward.

Thank you,

Jennifer Vargas

Sent from my iPhone

On Dec 4, 2024, at 1:23 PM, Daniel Ritter <dritter@tinleypark.org> wrote:

Hello Jennifer,

Thanks for reaching out. I wanted to address your items in the email but if you want to discuss anything further, we can set up a time for a call or meeting as well.

1. This is meant to be the more transparent and open way, compared to withholding a specific site request within the PUD. You are correct though that the Gas N Wash item (#6) will always have to be subordinate to the overall Brookside Creek PUD approval (#5) and they are very much tied together. Since Gas N Wash is a project that is submitted and reviewed, that is why its on the same agenda and does give some context to at least one of the developments. I think it made sense to bring more

information to the public about what is planned, rather than not mentioning it or having it come afterward, when it is designed. If any other developments had submittals submitted and reviewed, those could all happen with the PUD approval as well. It wasn't meant to be presumptuous, but it is a risk for Gas N Wash is taking as they had to upfront money/time to get plans done before zoning approvals. However, they knew that and took the risk to be able to better coordinate their project with the overall development. The other lot users (Auto Nation, McDonalds, etc.) have not gone that far though.

Having developments already under contract and doing initial design is how a development of this size must work, since no developer is going able invest the time and money into designing a development, without some income/sales guaranteed. Additionally, users all want specific size lots, access, etc. so it takes some initial coordination to make sure they have a marketable development for users to develop there. This is the same set up as when Brookside Marketplace came in. They had Target, Best Buy, and a few in-line tenants come forward with the initial zoning/PUD for approval, but most lots came in separately later. So, if the zoning or PUD (item 5) got changed or continued, Gas N Wash (Item 6) would have to as well and has been conditioned that way. I don't think we've had a multi-lot development this large in Tinley Park since before 2008, so we will certainly clarify that at the meeting.

2. The village sends out the notice letters, but we copy the legal descriptions supplied by the applicant. "Illinois" being spelled wrong could have been a copying error of a letter, which I see occasionally when language from a PDF is copied. Thank you for bringing it up as we will investigate to make sure nothing else is wrong within the legal descriptions. The legal description is supposed to be the same for both requests. Eventually, Gas N Wash would be "Lot 1" of the new subdivision but because it's not approved by VB or recorded yet, the proposal is still on that overall lot and the current PIN. This also means both notices to go out to the group of surrounding landowners. Previously no plans were shown on the legal notices, but a few years back we changed that as we wanted to give at least some context of what the request is (is it a smaller variation for a fence/sign vs a new/large development), so we usually put a simple site plan and/or building rendering on it. Most plans are on full-sized so even if it was a full 8.5x11 page it wouldn't be readable, so that is still why we have the plans uploaded and linked online.

It is a large file as we have a very full agenda. We have tested it and has been able to be access it on multiple devices and browsers. We also don't see any downtime for the actual Village site. However, if anyone is trying to access it on a phone/tablet/Chromebook, they may have more issues accessing it. Those devices are reliant on their internet/cell speed for how long it will take to download the file. Also those devices that rely on cell data often download limits set on phones and by carriers, have limits that they will "time-out" on, cancel a download if you leave the page, and have pop-up blockers are set in the background that can cause issues downloading a larger PDF. Please let me know if someone is still having access problems and we can try to help them, as its likely specific to the device/browser they are using. We can also send any documents for a specific item direct to a person's email if that helps as well.

The developer had reviewed the history and made the effort to push as much of the development away from the existing residential homes. In addition to the 300-800 feet of space between property lines they were able to get, there will also be at least 2 landscape buffers (around the overall development and around each lot) and either a fence or a berm that would buffer views. So, as you noted they have worked to improve upon the past Walmart and Woodman's plans. We have gotten competing resident opinions on if a berm or the fence is preferred, but the developer has stated they are open to either option that is preferred.

I hope that helps but please reach out if you would like to discuss anything further or need anything sent to you.

Sincerely,

Daniel Ritter, AICP

Community Development Director

(708) 444-5161 | dritter@tinleypark.org

<image001.png>

From: Jennifer Vargas <[REDACTED]>

Sent: Tuesday, December 3, 2024 4:46 PM

To: Michael Glotz <mglotz@tinleypark.org>; William Brady <wbrady@tinleypark.org>; William Brennan <wbrennan@tinleypark.org>; Dennis Mahoney <dmahoney@tinleypark.org>; Daniel Ritter <dritter@tinleypark.org>; Michael Whalen <mwhalen@tinleypark.org>; Jason Engberg <jengberg@tinleypark.org>; ikosmatka@tinleypark.org; Patrick Carr <pcarr@tinleypark.org>

Subject: 191st and Harlem-Brookside Creek Retail Center PUD and Gas n Wash

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Tinley Park Staff and Planning Committee,

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We received the Legal Notice-Notice of Public Hearing in the mail about the Thursday, December 5th, 7 PM meeting in regards to Item #5- a Special Use for Final Approval of the Brookside Creek Retail Center PUD rezoning from R-1 and R-2 to B-3 zoning district for approximately 71.9 acres of property located at 7551 191st St in Will county Illinois as well as item #6 granting Len McEnery of Gas N Wash a special use permit for a substantial deviation to a PUD with exceptions to allow for the development of a gas station with a carwash at 7455 191st st in the B-3 PD General Business and Commercial zoning district, Brookside Creek Plaza PUD.

My first question is why Item #6 is on the agenda the same evening that Item #5 is on the agenda? In order for Item #6 to be considered for a substantial deviation and locate it in the B-3 district, Item #5 would have to be approved first and the public comments would not even be considered after Item #5 was apprvd, leaving the residents to question if they ever even had a chance to voice their concerns over item #5 in the first place. I feel that due diligence is not being served for your Tinley Park residents and that by having these two items placed back to back on the agenda shows that approval has already been discussed previous to the meeting, which as you know could be a violation of the Open Meetings Act, and the residents concerns were never going to be considered. The board was elected by their peers to oversee economic development in Tinley Park and also to listen to the community and to let them voice their opinions and concerns.

My second question is who was responsible for getting the information out to the residents? The information that was sent to us in the mail is not legible, is blurred and also has several mistakes in the legal description for Lenny's gas and wash, to include it being built in Will County, Illinots (not a spelling error on my end, this is what was on the informational flyer sent to the residents). The legal description is also the exact same with the same exact coordinates for both Item #5 and Item #6 on the agenda. Is that correct? Furthermore, your website keeps crashing when several of our residents tried to look at the plans for Thursday evening. Therefore, several of us have not had an opportunity to view the full presentation of Item #5 and Item #6. I urge each of you to look at the flyers that were sent to the residents and ask yourself is this morally and legally correct. Also, I would ask the tech department to fix any issues with the website and find out why residents were not able to access the 1200 page file pertaining to the Public Hearing on December 5th, 2024.

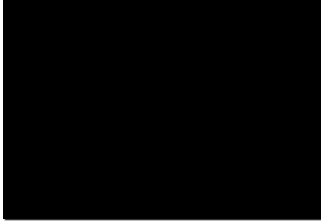
Over the years we, "neighbors on Ridgefield and Westfield Lane", have been extremely vocal about the developments that have been proposed on that property. Our main concerns were safety for our families and homes, traffic, crime, noise etc. This development, although smaller in regards to others that have been proposed, also raises the same concerns for the residents and we would like them addressed. We believe that we should be heard before any other approvals are made for that property.

I urge you to reconsider having the Items #5 and #6 together on the agenda on Thursday December 5th so that the residents can be heard before any other items are considered for that property. Public comments should not only be on the agenda because it is mandated, but it is for the residents to be heard, it is our right to voice our opinions about concerns in our neighborhood. We live in this community and boarder the land that is going to be developed. You need to, at the very least, let us have an opportunity to look over the correct information either in person or be able to access the website without it crashing before Item #5 and Item #6 is even on the agenda. I want to be perfectly clear: We do not oppose economic development for

|| that piece of land, we want to be a part of the development process since it will ultimately be in our yards and part of our subdivision.

Thank you,

Jennifer Vargas



Daniel Ritter

From: Daniel Ritter
Sent: Thursday, December 05, 2024 10:51 AM
To: David Overocker
Cc: Patrick Carr; Jason Engberg
Subject: RE: 191st and Harlem - Brookside creek Retail Center

Hello Tracy,

I knew I'd miss something. I assume by "Master Plan" you'd be referencing the village's Comprehensive Plan. The most recent plan is from 2000 (started in 1998) and has not been updated or utilized for planning purposes in more than a decade because of its age. It is not enforceable to even use for making decision after its 20 years old. The plan is old enough that it doesn't even show the Brookside Glen area or your homes being in the village. This specific parcel is shown as a school use, as I think that was the expectation in 2000 when it was owned by Lincoln Way HS district. I don't know why they ever thought that the right location for a school at a major high traffic intersection but obviously they figured that out too before they built North a mile south.

A separate but related topic to not having a usable comprehensive plan is that we are in the heart of the process to create a new Comprehensive Plan to help guide the vision for Tinley Park's future. The village has had a few events and have plenty more coming looking for resident feedback and input. The main website for it where information is posted is here: <https://www.tinleyintune.com/>. An updated plan is obviously needed since a plan from 2000 is not relevant nor enforceable in 2024. We look forward to coming to a forward-thinking vision that maintains Tinley Park as a great place to live, raise a family, and visit.

There is not a required buffer for single family to commercial zoning I am aware of. All the ponds could be zoned residential here but that wouldn't change the project as they are fully utilized as detention. Some transition of higher density residential nearer to commercial is preferred as putting more residents nearer to commercial helps to support those businesses. However, here you have hundreds of feet of green space and multiple landscape buffers separating the homes from the nearest commercial development. The proposal they have seems like a better buffer compared to proposing to place townhomes or multi-family residential in that area.

Daniel Ritter, AICP
Community Development Director
(708) 444-5161 | dritter@tinleypark.org



From: David Overocker <[REDACTED]>
Sent: Thursday, December 5, 2024 8:30 AM
To: Daniel Ritter <dritter@tinleypark.org>; Patrick Carr <pcarr@tinleypark.org>
Subject: Re: 191st and Harlem - Brookside creek Retail Center

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Thank you for responding and addressing some of my questions/concerns. One thing that was not addressed was Tinley Park's master plan changed to address new developments? Last I checked R1, single family homes, needed a buffer of condos and/or townhouses to separate from commercial development.

Tracy Overocker

Sent from my iPhone

On Dec 4, 2024, at 6:21 PM, Daniel Ritter <dritter@tinleypark.org> wrote:

Hello Tracy,

I wanted to let you know it was received and will be shared with the Plan Commission and the applicant. We will enter them as part of the public record at the hearing as well. There are a lot of questions, so I did my best to answer them below. However, if I missed anything, let me know a time that works for you, and we can have a call or meeting.

I did want to attach the exhibit that shows the distance from the nearest lot to your house. It would be a over 300 feet from lot lines and include a landscape buffer at the perimeter and an additional landscape perimeter around each commercial lot as they come in. There is the park district path area and a planned 6' privacy fence or raised berm proposed on the other side of that path. Residents have had differing opinions on which option they'd prefer but the developer is open to completing either option. All lighting is required to be downcast with no lenses visible by code and that is what they proposed here. They cannot be angled out or cannot spill over onto other property lines so the light must stay on each lot that it's for. So, the nearest lighting would be well over 300 feet away from your lot and there would not be glare or light spillage from any of the developments. Adding in the landscaping and berm/fence on top of that means you may not even see the poles themselves, but based on the plan they have, no light would shine onto or be close to any residential properties.

There has not been a "town hall" developer meeting with the Village for any project that I am aware of. It would have to be a formal open meeting for any project to request village-official feedback or discuss zoning. I think you may be referring to is the public hearing for the North Street development and that is the same thing that the notice and this meeting is for. This meeting is at Plan Commission to review the proposal and zoning requests. They are just a recommending body to the Village Board, that makes the final decision. It is a public hearing and so it is the right time to ask questions or give any feedback. Again, no final decisions are made even at tomorrow's meeting. If the Plan Commission or Applicant wants, they can always request additional time to make changes before Plan Commission votes or to make changes before it goes to the Village Board. The developer had reviewed the history of the site and made the effort to push as much of the development away from the existing residential homes. In addition to the 300-800 feet of space between property lines they were able to have 2 landscape buffers (around the overall development and around each lot) and either a fence or a berm that would help buffer from the development.

Gas N Wash obviously has a few existing nearby and when they are investing millions of dollars into a site, they know that market better than anyone. Their headquarters is in Tinley Park, so that may

also be some of the reason that they know this area very well. I think Gas N Wash has succeeded in providing a product that includes a lot of needed services and is welcoming since they maintain their sites very well. The gas station and the other services they offer (car wash, coffee/donuts, food, convenience store, etc.) are typically based on convenience of traffic already driving by on the road on that specific side of the street. So that is why you will often see same gas stations or coffee shops on opposite sides of roads because people want an easy in and out and that is most of their customers. It will be the nearest location to the I-80 south exit, Brookside Marketplace, the amphitheater, and the future grocery store. I don't have all the specifics of why they chose the location from a market standpoint, but it seems like with the amount of activity, a gas station at that intersection/exit was likely.

I apologize for any difficulties accessing the agenda or plans. It is a large file as we have a very full agenda with multiple items. Most of the pages are the traffic reports for the two largest projects, which we don't want to exclude as that is important information. We have tested the link and has been able to be access it on multiple devices and browsers. However, if anyone is trying to access it on a phone/tablet/Chromebook, they may have more issues accessing it. Those devices are reliant on their cell/data speed for how long it will take to download the file. Also those devices that rely on cell data often download limits set on phones and by carriers, they have limits that they will "time-out" on a task, they cancel a download if you leave the specific page/app, and have pop-up blockers are set in the background. If someone is having access problems we can try to help them, as its likely specific to the device/browser they are using. We can also send any documents for a specific item direct to a person's email if that helps as well. So, if there is anything you haven't been able to access, please let us know and we can assist.

For most communities, no plans are shown on legal notices. However, Tinley has always included them to help give some context of what the notice is for (a small variation vs a new/large development). We usually put a simple site plan and/or building rendering on it to give context, as opposed to only words that usually mean very little. Most plans for large developments like this are on full-sized engineering sets, so even if it was a full 8.5 x 11 page is not readable, and why we direct people to the link. State law requires only a newspaper notice but that is obviously not sufficient. That is why the notices were sent to surrounding landowners and there are notice signs on the site. We can't pick and choose different requirements for different developments or locations, so they are the same requirements for all developments in the village.

I hope that helps but please let me know if you have more questions and we can set up a time to discuss further.

Thank you,

Daniel Ritter, AICP

Community Development Director

(708) 444-5161 | dritter@tinleypark.org



From: David Overocker <[REDACTED]>

Sent: Wednesday, December 4, 2024 4:10 PM

To: Michael Glotz <mglotz@tinleypark.org>; William Brady <wbrady@tinleypark.org>; William Brennan

<[wbrennan@tinleypark.org](mailto:w Brennan@tinleypark.org)>; Dennis Mahoney <dmahoney@tinleypark.org>; Michael Whalen <mwhalen@tinleypark.org>; Jason Engberg <jengberg@tinleypark.org>; ikosmatka@tinleypark.org; pcarr@tinleypark.org; Daniel Ritter <dritter@tinleypark.org>
Subject: 191st and Harlem - Brookside creek Retail Center

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Good afternoon.

I received the legal notice regarding the proposed Brookside Creek Retail Center. I am unable to attend the meeting due to a personal matter, so I would respectfully request that you please use this e-mail in lieu of any public comment that I would be making at the meeting on Thursday, December 5, 2024.

I moved into my house at [REDACTED] in May of 2006. At that time, we were informed by the builder that the land behind us would be the new high school (which obviously didn't happen) and that it was zoned residential/school. That was the main reason we built where we did. I know that was beyond your control and you had nothing to do with that. After time, several big box retailers have wanted to build on that property and that didn't happen either, which I appreciate since I feel it would not have been a benefit to the Village of Tinley Park or its residents. Now, today, this property is now trying to be rezoned to commercial use. I was also under the assumption that Tinley Park's master plan was to not allow commercial businesses to be built up against residential properties, but that doesn't seem to be the case anymore. I know that things change and the Village feels that something has to be built there, but I would like you all to consider how you would feel if it was your house that was affected by this. Our property values are definitely an issue at this point too. Has anyone done a study to see how the property values will increase or decrease with this new development being built?

I have some serious concerns about the safety to our homes and families as well as traffic, crime, noise and the lighting that will be used. The time of deliveries that will be made is a huge concern to me since my house would be directly behind the buildings. The fence that will be used, will it be tall enough to potentially block the view as well as to catch any debris that would potentially be blowing in the wind? Will the fence be big enough to stop someone from jumping the fence? I also do not feel that the distance between houses and the buildings is enough. There needs to be more distance added whether through a basin and/or a berm. Where are the generators and garbage cans for the buildings going to be located? How loud will the generators and power boxes be? The lighting concerns me as well. Will the lights be on 24/7 shining into houses? Has the Village or the builder taken any of this into consideration with this proposed project?

Now comes the issue of ANOTHER Gas 'N Wash in Tinley right around the corner from two other Gas 'N Wash's. Does Tinley really want to be known as the gas station capital of the world? It's not something that I would strive for and I am truly disappointed that this is what my town, Tinley Park, has become. This town DOES NOT need another gas station let alone three right by each other.

To address the issue of timeliness and transparency, I feel that the Village was not as transparent as you presume to be. The agenda and the plans, over 1,200 pages for the whole agenda, that I tried to pull up on November 29, so less than a week before the meeting, was voluminous to say the least and I had nothing but difficulties trying to find where the plans were within those 1,200 pages and it kept crashing my phone as well as my computer. The hard copy that was sent via mail was incredibly difficult to read as it was blurry and the information as to both pages was exactly the same description with several typos. It was very misleading to say the least. I wish the Village and the builder would have had a town hall meeting prior to this Board meeting just like you did for Downtown Tinley residents to voice their concerns about the potential development and to potentially work with the builder and the Village on a common ground for this project, but I guess the residents of Brookside Glen are not respected enough for the Village to have taken us into consideration because if we were, you would have reached out to us before things were essentially set in stone and this meeting seems to be just a formality.

In conclusion, I would like the Board to hold off on Issue 5 and Issue 6 until the residents can meet with the Village and the builder to discuss our concerns before you approve these changes. I would like to think that the Village would respect its residents enough to allow for another date to work together to come to an agreement. Should you like to discuss this personally, I am available either send me an e-mail or a phone call. My e-mail is [REDACTED] and my phone is [REDACTED]

Tracy Overocker
[REDACTED]

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

RESOLUTION
NO. 2024-R-149

**A RESOLUTION APPROVING AND ACCEPTING THE BROOKSIDE CREEK
RETAIL CENTER FINAL PLAT OF SUBDIVISION**

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2024-R-149**A RESOLUTION APPROVING AND ACCEPTING THE BROOKSIDE CREEK
RETAIL CENTER FINAL PLAT OF SUBDIVISION**

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

WHEREAS, the Village of Tinley Park (“Village”) has considered the Plat of Subdivision for the Brookside Creek Retail Center Subdivision (“Plat”) pertaining to certain real property located at 7251-7551 191st Street and 19200 Harlem Avenue (Southwest corner of 191st Street and Harlem Avenue, excluding the hard corner of 7201 191st Street), Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, said Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance and the Subdivision and Development Regulations (Ord. No. 2007-O-031 as amended); and

WHEREAS, the Plan Commission reviewed the proposed Plat on December 5, 2024, at a public meeting at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 5-0 in favor to recommend that said Plat be approved; and

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

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

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as **Exhibit A**, dated October 25, 2024, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering Plan approval by the Village Engineer and Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 17th day of December 2024.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17th day of December 2024.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-149, “A RESOLUTION APPROVING AND ACCEPTING THE BROOKSIDE CREEK RETAIL CENTER FINAL PLAT OF SUBDIVISION” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 17, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of December 2024.

VILLAGE CLERK

Exhibit A

Final Plat of Subdivision Dated 10/25/24 (3 pages)

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

RESOLUTION
NO. 2024-R-149

**A RESOLUTION APPROVING AND ACCEPTING THE BROOKSIDE CREEK
RETAIL CENTER FINAL PLAT OF SUBDIVISION**

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

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2024-R-149**A RESOLUTION APPROVING AND ACCEPTING THE BROOKSIDE CREEK
RETAIL CENTER FINAL PLAT OF SUBDIVISION**

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

WHEREAS, the Village of Tinley Park (“Village”) has considered the Plat of Subdivision for the Brookside Creek Retail Center Subdivision (“Plat”) pertaining to certain real property located at 7251-7551 191st Street and 19200 Harlem Avenue (Southwest corner of 191st Street and Harlem Avenue, excluding the hard corner of 7201 191st Street), Tinley Park, Illinois (“Subject Property”), a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, said Plat, was referred to the Plan Commission of the Village and has been processed in accordance with the Village of Tinley Park Zoning Ordinance and the Subdivision and Development Regulations (Ord. No. 2007-O-031 as amended); and

WHEREAS, the Plan Commission reviewed the proposed Plat on December 5, 2024, at a public meeting at which time all persons were afforded an opportunity to be heard; and

WHEREAS, the Plan Commission voted 5-0 in favor to recommend that said Plat be approved; and

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

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

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park, hereby approve and accept said Plat, attached hereto as **Exhibit A**, dated October 25, 2024, and all necessary Village Officials and staff are hereby authorized to execute said Plat prior to final recording, subject to the following condition:

1. The Final Plat approval is subject to Final Engineering Plan approval by the Village Engineer and Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption and approval.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 21st day of January, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of January, 2025.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-149, “A RESOLUTION APPROVING AND ACCEPTING THE BROOKSIDE CREEK RETAIL CENTER FINAL PLAT OF SUBDIVISION” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January, 2025.

VILLAGE CLERK

Exhibit A

Final Plat of Subdivision Dated 10/25/24 (3 pages)



PLAN COMMISSION STAFF REPORT

December 5, 2024 – Public Hearing

Gas N Wash 191st Street

7455 191st Street

Petitioner

Leonard McEnery, on behalf of Lenny's Gas N Wash Tinley Park, LLC

Property Location

7455 191st Street

PIN

19-09-12-200-011-0010;
19-09-12-200-011-0020

Zoning

Proposed/Pending:
B-3 PD (General Business and Commercial, Brookside Creek Plaza PUD)

Approvals Sought

- Special Use Permit for a Substantial Deviation
- Site Plan Approval

Project Planner

Michael O. Whalen, AICP
Associate Planner



EXECUTIVE SUMMARY

The Petitioner, Leonard McEnery on the behalf of Lenny's Gas N Wash Tinley Park, LLC, is requesting a Special Use Permit for a Substantial Deviation from the Brookside Creek Retail Center Planned Unit Development (PUD) to develop an *Automobile Service Station* and an *Automobile Car Wash, When Attached to a Service Station*. The Petitioner is also seeking Site Plan/Architectural Approval. The requests are to allow for the construction of a new gas station with a carwash and a convenience store with two drive-thru restaurant tenants. This will be the fourth Gas N Wash in the Village of Tinley Park, where their corporate headquarters is also located.

The undeveloped site is in the proposed Brookside Creek Retail Center PUD that was heard prior to this item. It will be zoned B-3 PD (General Business and Commercial, Brookside Creek Retail Center PUD) Zoning District. This development will be on Lot 1 of subdivision, which is approximately 3.3 acres. The PUD exempts developments within the PUD from most of the UD-1 Urban Design Overlay District requirements and allows for a gas station and carwash use as a permitted use on Lot 1. The development requires a Special Use as there are certain Deviations and Exceptions that will only apply to this development.

EXISTING SITE & HISTORY

The subject property is located near the southwest corner of Harlem Avenue and 191st Street, approximately one quarter mile west of the intersection. The subject property has approximately 450 feet of frontage on 191st Street. The 3.3-acre site is currently undeveloped. The overall history of the PUD site was discussed and detailed in the December 5, 2024 public hearing and staff report for the overall Brookside Creek Retail Planned Unit Development.



Location Map

Zoning Map

ZONING & NEARBY LAND USES

The subject property is located within the **B-3 PD (General Business and Commercial, Brookside Creek Retail Center PUD) Zoning District** and is also located in the **UD-1 Urban Design Overlay District**. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	B-3 General Business and Commercial District Brookside Marketplace PUD	Brookside Marketplace/Commercial
East	B-3 General Business and Commercial District	Undeveloped Land
South	R-2 Single-Family Residential District Brookside Glen PUD	Detached Single-Family Homes
West	Will County C-3 General Commercial District and R-2 Single-Family Residential District Brookside Glen PUD	Office Building and Detached Single -Family Homes

The B-3 Zoning District is designed to accommodate a wide range of specialized commercial uses, including highway-oriented services and commercial types of establishments to serve the needs of motorists.

Streets and Roads

Adjacent to the proposed site, 191st Street is a four-lane arterial road with wide lanes and shoulders and is maintained by the Will County Department of Transportation. The speed limit on this segment is posted as 45 miles per hour but traffic routinely travels at much higher speeds as the road is designed to safely accommodate these speeds. There are no sidewalks, crosswalks, or bicycle lanes.

In general, the roadways in this area create an uncomfortable environment for pedestrians and cyclists with the high travelling speeds. The posted speed limits and actual travel speeds around this site are much higher than 40 miles per hour and the site must be designed in a way that will help keep pedestrians and non-vehicle users safe.

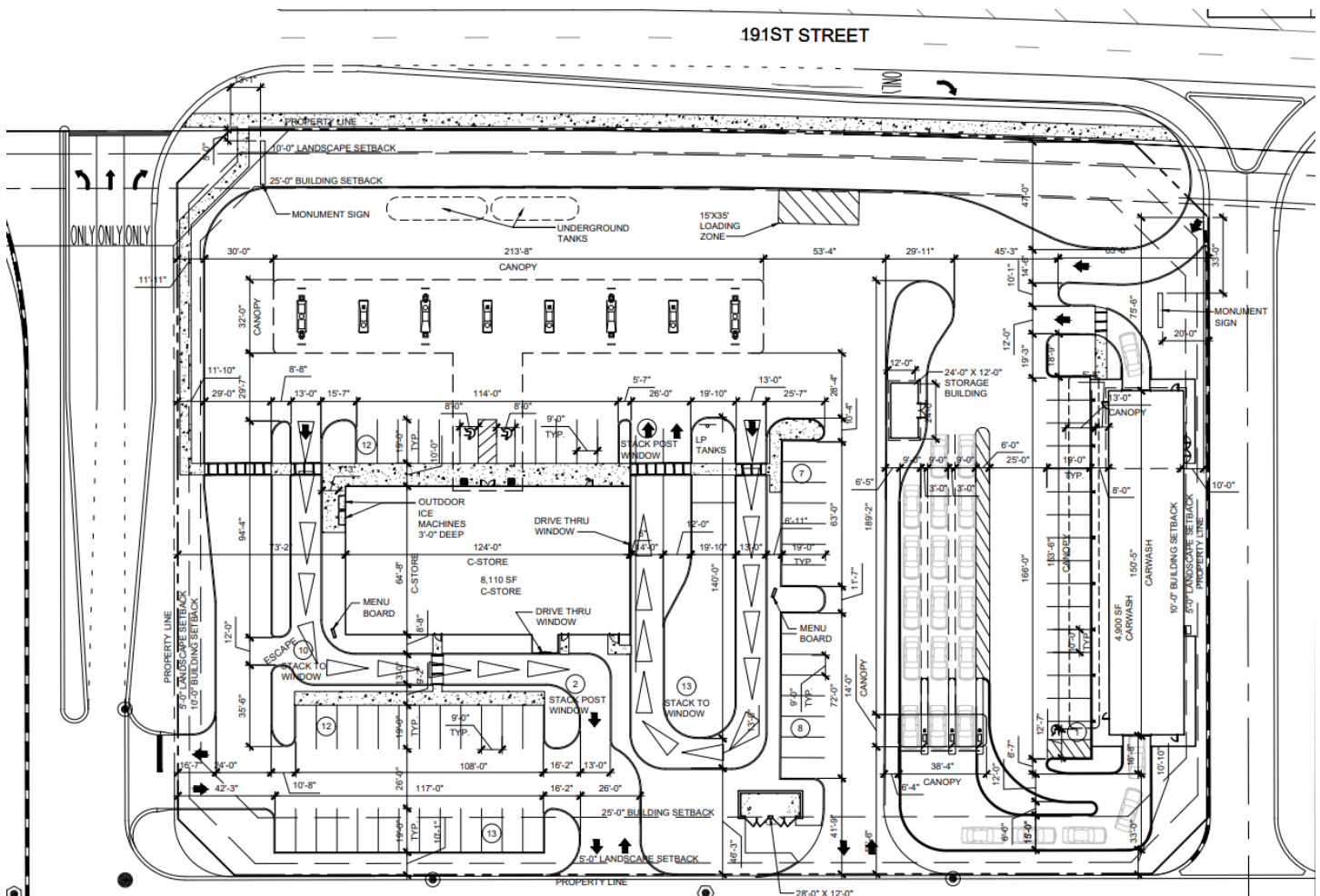
PROPOSED REQUESTS

The Petitioner is proposing to construct a gas station and carwash which will serve both local and interstate visitor traffic. The gas station will include an 8,065 square foot convenience store with two drive-thru restaurant tenants (tenants are not yet confirmed).

While the Brookside Creek Retail Center PUD specifies that a gas station and carwash are permitted uses in the PUD, a Special Use for a Substantial Deviation from the PUD is required. The Petitioner is requesting several Exceptions from the signage provisions of the Zoning Ordinance. Additionally, the Petitioner is seeking waivers from the Landscape Ordinance due to the proposed configuration of the site.

PROPOSED SITE PLAN

The Petitioner is proposing a fuel canopy between the convenience store building and 191st Street. The proposed carwash will be on the east side of the property.



Site Plan October 21, 2024

Pedestrian Infrastructure

The Petitioner or master developer of the area (GSP Development Inc) will construct a 6-foot sidewalk along the 191st Street frontage. Additionally, there will be a sidewalk along the western access aisle and throughout the site. The sidewalk will continue south from where it is shown on the attached site plan to connect into the PUD's internal sidewalk system. Crosswalks are proposed where there are conflicts with vehicle drive aisles or roadways. Given the nature of the development and the configuration of the site, this routing is adequate and appropriately striped.

Automobile Access and Traffic

The proposed project will be accessed via shared-access drives that serve the overall PUD and retail enter development and will not have direct access from 191st Street. The west access drive is not currently signalized but is proposed to be with the overall development in the future. That western full access and signal is in alignment and will connect through to Brookside Marketplace across 191st Street. The access aisle on the eastern side of the lot will be a right-in and right-out only.

Access aisles in the site vary but many are 24 feet in width, below the minimum of 26 feet. The fire department and staff have reviewed the reduction and turning templates and believe the aisle widths to be adequate for vehicle, truck, and emergency access. The drive aisle reduction to 24 feet is a typical request with most developments but is and Exception to the current code.

The Petitioner submitted a traffic report indicating the traffic impacts to the site, and the master developer (GSP Development Inc) for Brookside Creek Retail Center submitted a report for the whole development. That traffic report indicated adequate roadway systems to handle the expected traffic from Gas N Wash as well as the restaurant and car wash uses. However, signalization of the western access is recommended based upon the overall expected traffic demand and private roadway layout. The master developer and Village will be pursuing the additional signalized intersection with Will County DOT, which has jurisdiction of 191st Street.

Drive-Thru Queueing

The petitioner is proposing two drive-thru businesses located within the convenience store. One drive-thru will be located on the south side of the building and the other will be located on the east side of the building. The south drive-thru has queueing space for 10 vehicles; the east drive-thru has queueing space for 13 vehicles.

The Petitioner’s traffic report indicates the amount of drive-thru queueing space is appropriate, and the amount provided is similar to other Gas N Wash locations in town. The proposed use of the drive-thrus is conditioned upon the review of the proposed uses and the traffic report to ensure the proposed use has adequate queueing and will not cause traffic issues on or off site. Based on the overall design of the site and drive-thru entrances, there is low potential for drive-thru queues to back up onto public or private roadways.

PARKING

The following table details the required amount of parking spaces and the Petitioner’s proposed spaces:

Land Use	Minimum Standards	Required Spaces	Proposed Spaces
Automobile Service Stations	One (1) space for each employee, plus three (3) spaces for each grease rack or service stall.	48	26
Eating or Drinking Place, Bar, Cocktail Lounge, or Indoor Entertainment	One (1) space for each three (3) seats, plus one (1) space for each employee.	19	24
Car Wash	One (1) space for each employee	3	3
TOTAL:		70	53

The proposal also includes automobile fueling bays for sixteen vehicles and vacuum bays for sixteen vehicles. Many customers for the fueling bays will access the restaurants and convenience store, so there are additional parking options for users who may not utilize a standalone parking stall.

The Petitioner submitted a traffic report indicating that the amount of vehicle parking is appropriate, and the amount provided is similar to other Gas N Wash locations in the area. This location is expected to be similar in its traffic and parking demands to other Gas N Wash locations.

ARCHITECTURE



Architectural Plans October 21, 2024

The proposed architecture of the structures is typical for Gas N Wash locations. The front façade serves as the primary entrance for people arriving by automobile and includes glazing with both transparent and opaque glass. The windows and opaque glass feature red mullions. The areas with opaque glass are fenestrated with awnings; the rear-facing entrance features a red canopy with columns. The building is clad in brick veneer and the base of the building is clad in stone veneer. The buildings exceed the Village's masonry and brick requirements. Bright red accents are present on all facades for trim and gutter downspouts. There is no façade articulation (except a bump-out for one drive-thru), however articulation would not add to the design of a building of this scale. The red color found throughout the site is a component of the developer's branding. Both buildings follow the same design language. The rear façade, which faces the internal access drive has as glass entry door. There are two service doors, a drive-thru window, and a roof access ladder.

The architecture of the carwash building is similar in nature to the convenience store building and fueling canopies. It features a raised hipped roof (referred to as a tower in the plans) at the car wash tunnel entrance and awnings on all four sides. The car wash tunnel entrance and exit are enclosed with overhead garage doors. The west elevation features windows with mullions in the same red color found elsewhere. The east elevation features a glass window and door, red downspouts, and a roof access ladder.

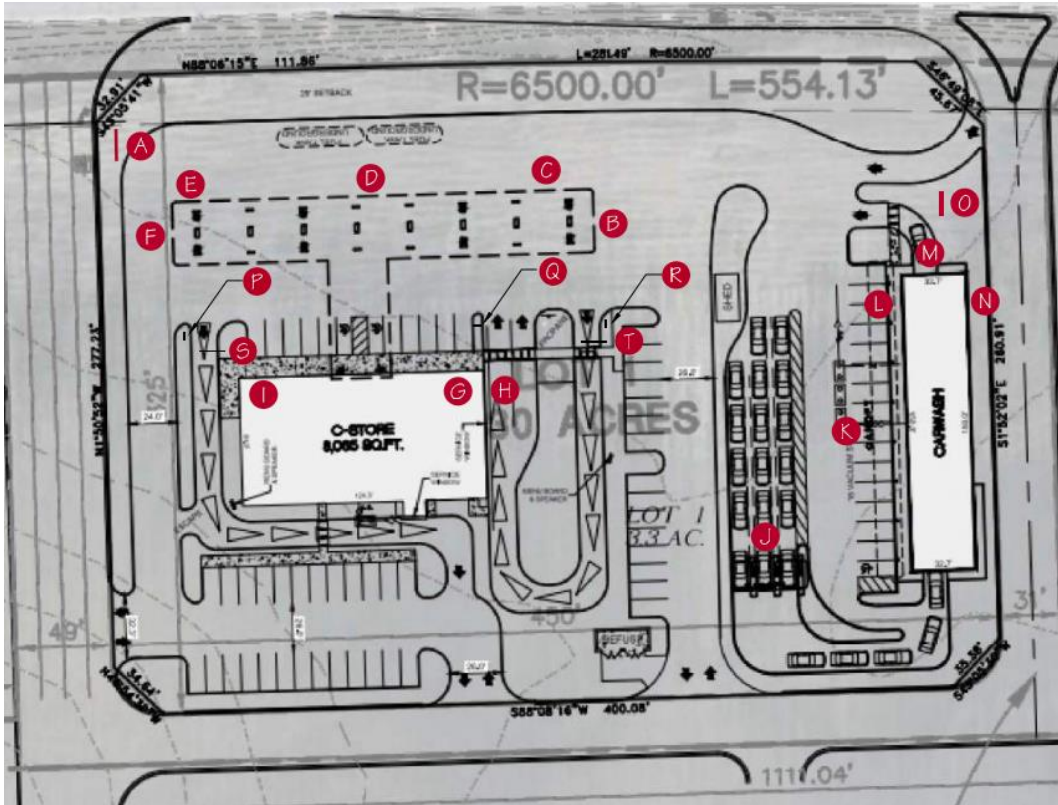
The automobile fueling area canopy is red with brick and stone veneer support columns that match the design of the two buildings. There is a trash enclosure located at the rear of the site designed with matching brick and stone design work to the principal buildings.

SIGNAGE

The Petitioner is proposing twenty-five signs. While this is more than most commercial sites, the building has four principal uses within it (gas station/convenience store, two restaurants, and a car wash) and signage provides some direction to vehicles and pedestrians on the site where these uses are located.

The petitioner submitted a sign package for this proposed development which is attached to this staff report. The specific size, location, and dimensions of each sign are detailed within the submission. While the signs meet the standards from an aesthetic and building material standpoint, many of the proposed signs will require Exceptions from the signage provisions of the Zoning Ordinance (summarized below). Staff recommends that changes be made

with the final plans that will keep the development similar to other Gas N Wash and similar development locations within the Village. A recommended condition for these changes is proposed.



Freestanding Ground Signs - 2

The two freestanding signs (Location A and O) are on 191st Street at the eastern and western sides of the site. The signs feature materials compatible with the convenience store and carwash buildings, a red background, and two panels for tenants and/or services. Location A has an electronic pricing display for gas prices. Location O has an electronic message center (EMC). The Zoning Ordinance specifies that ground signs must be situated at least 300 feet apart and the two proposed ground signs meet this requirement and are permitted. The height of sign A exceeds the maximum height of 10 feet, which has not been permitted on similar developments.

- Sign A
 - Sec. IX.D.2.c. Freestanding signs must be setback 10' from all property lines.
 - Sign A is 5' from the northern property line
 - Sec. IX.D.2.i. and Sec. IX.F.2. Freestanding signs must not exceed 10' in height.
 - Sign A is 11'2" tall – **Revision Requested**
Staff recommends that the height of this sign be reduced to the maximum 10' height requirement that is applicable to all other commercial developments.
- Sign O
 - Sec. IX.J.4. EMC must not exceed 20% of the total sign face area.
 - Sign O EMC is 21sf and total sign face area is 67sf – almost 50%

Wall Signs – 6 (3 convenience store and 3 carwash)

The convenience store building is proposed to have three wall signs (Location G, H, I): two on the northern façade and one on the eastern façade. The carwash building is proposed to have three wall signs (Location L, M, N): one on the northern façade, one on the western façade, and one on the eastern façade which will advertise the carwash.

- Sign G & H

- Sec. IX.D.1.f. permits businesses located within other businesses without exclusive distinct and secured entries to have one wall sign not to exceed 15 sf.
 - Sign G is 31 sf
 - Sign H is 58 sf
- Sign M
 - Sec IX.F.1. maximum wall sign allowance is one square foot per one linear foot. Sign M location allows for up to 32.7 sf of signage on this façade and is proposed is 41.1sf.

Canopy Signs - 5

The Petitioner is proposing five automobile fueling area canopy signs (Location B, C, D, E, F).

- Sign B, C, D, E, F
 - Sec. IX.L.1.c. Total maximum canopy sign allowance is 1 sf per 2 linear feet of canopy frontage. Total signage permitted is 110 sf and 159 sf. is proposed.

Directional Signs -9

The Zoning Administrator or designee determines the quantity of directional signs allowed. The Applicant has proposed five with branding. The number proposed is adequate and not excessive due to the many uses and intricate layout of the site. Additionally directional signage is provided on the carwash pay station canopy (Location J), and the carwash vacuum canopy (Location K).

- Sign P, Q, R
 - Sec. IX.L.2.d.i maximum height of a directional sign is 4'. Sign P is 4'10" tall and to allow business names (no logos).
- Sign S & R
 - Sec. IX.L.3.c. branding on clearance bar prohibited. Sign S includes branding elements. - **Revision Requested**

Staff recommends that the branding elements be removed from the height bars (logos and business names). Directional signage will be present elsewhere to guide vehicles to the drive-thru entrances.

Open Item: Discuss quantity of sign exceptions needed with the current proposal and staff's recommended revisions.

VARIATIONS FOR THIS PROPOSAL

The proposed development requires the petitioner to request Exceptions from the code for parking regulations, drive aisle width, and sign regulations of the Zoning Ordinance. The requested Exceptions are as follows:

Exception from Parking Requirements

1. Sec. VIII.A.10. to reduce the number of required parking spaces to 53.
2. Sec. VIII.B. Table2 to permit drive aisles to be reduced to a minimum of 24 ft in width, instead of 26 ft.

Exceptions from Signage Requirements

- Sign A
 - Sec. IX.D.2.c. Freestanding signs must be setback 10' from all property lines.
 - Sign A is 5' from the northern property line
 - Sec. IX.D.2.l. and Sec. IX.F.2. Freestanding signs must not exceed 10' in height.
 - Sign A is 11'2" tall – **Revision/Removal Requested**
- Sign O
 - Sec. IX.J.4. EMC must not exceed 20% of the total sign face area.
 - Sign O EMC is 21sf and total sign face area is 67sf – almost 50%

- Sign G & H
 - Sec. IX.D.1.f. permits businesses located within other businesses without exclusive distinct and secured entries to have one wall sign not to exceed 15 sf.
 - Sign G is 31 sf
 - Sign H is 58 sf
- Sign M
 - Sec IX.F.1. maximum wall sign allowance is 1sf per 1 lineal foot. Sign M location allows for up to 32.7 sf of signage on this façade and is proposed is 41.1sf.
- Sign B, C, D, E, F
 - Sec. IX.L.1.c. Total maximum canopy sign allowance is 1 sf per 2 linear feet of canopy frontage. Total signage permitted is 110 sf and 159 sf. is proposed.
- Sign P, Q, R
 - Sec. IX.L.2.d.i maximum height of a directional sign is 4'. Sign P is 4'10" tall and to allow business names (no logos).
- Sign S & R
 - Sec. IX.L.3.c. branding on clearance bar prohibited. Sign S includes branding elements. –
Revision/Removal Requested

STANDARDS FOR A SPECIAL USE

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The proposed Special Uses for an Automobile Service Station and an Automobile Carwash when attached to a Service Station will not be detrimental to the Village, its residents, and its visitors.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The proposed Special Uses as proposed will construct off-site modifications to local roadways to improve vehicle traffic flow for all developments in the vicinity. The proposed convenience store associated with the Automobile Service Station will provide a local option for nearby residents and visitors to walk to for snacks and other items.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The proposed Special Uses are consistent with the B-3 (General Business and Commercial) zoning district and the Comprehensive Plan 2000 Land Use Plan, which designates the area for commercial development. Properties in the area share similar and compatible zoning and future land use designations.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The proposed Special Uses will provide for all necessary utility, transportation, and drainage facilities.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
The proposed Special Uses will provide adequate access measures to limit congestion on 191st Street. The Petitioner will install a six-foot wide sidewalk along 191st Street.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
The proposed Special Uses will conform to all Village Codes and Ordinances.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
The development's fueling components, carwash component, and convenience store component are anticipated to generate substantial sales tax revenue for the Village.

STANDARDS FOR SITE PLAN AND ARCHITECTURAL APPROVAL

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

Architecture.

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

Site Design.

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

MOTIONS TO CONSIDER

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

Motion 1 (Special Uses)

"...make a motion to recommend the Village Board grant Special Use Permit for a Substantial Deviation to the Petitioner, Leonard McEnery of Gas N Wash, at 7455 191st Street in the B-3 PD (General Business and Commercial, Brookside Creek Retail Center PUD) zoning district, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the December 5, 2024 staff report, subject to the following conditions:

- 1. Approval is subject to review and approval of the final engineering plans by the Village Engineer.*
- 2. Approval is subject to the approval of the Annexation, Rezoning, Special Use for a PUD, Plat, Site Plan Approval for the proposed Brookside Creek Retail Center PUD allowing a gas station as a permitted use on Lot 1.*
- 3. Any changes in drive-thru restaurants or parking demand from what was presented requires a new traffic/drive-thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient."*

Motion 2 (Site Plan/Architectural Approval)

"...make a motion to grant Site Plan/Architectural Approval to the Petitioner, Leonard McEnery of Gas N Wash, for the development of a gas station with a convenience store, two interior drive-thrus, and a car wash at 7455 191st Street in the proposed Brookside Creek Retail Center PUD, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the December 5, 2024 staff report, subject to the following conditions:

- 1. Approval is subject to review and approval of the final engineering plans by the Village Engineer.*
- 2. The Landscape Plan shall be reviewed and approved by staff with the final site permit approval to ensure specific layout and species are coordinated with the overall master development.*
- 3. The final Photometric Plan and lighting details shall be reviewed and approved by staff with the final site permit approval to ensure specific layout and lighting specs are coordinated with the overall master development."*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
1	Gas N Wash - Planning & Zoning General application_Redacted	Petitioner	7/29/2024
2	Gas N Wash - Special Use Addendum Gas N Wash 8.14.2024	Petitioner	n/a
3	A001 - Site Plan	WT Group	10/21/2024
4	A-X Elevations	WT Group	10/21/2024
5	floorplan	WT Group	10/21/2024
6	L1-X Landscape Plan	Upland Design Ltd.	10/18/2024
7	photometric	Walsh, Long & Co.	7/30/2024
8	24-146-X - Sign Plans	VanBruggen Signs	10/17/2024
9	Truck Turn Exhibit	M Gingerich Gereaux & Associates	10/18/2024
10	24-303 Gas N Wash Traffic Statement - Tinley Park 11-27-2024 kp maw	KLOA, Inc.	11/27/2024

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE

NO. 2024-O-072

AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION
TO THE BROOKSIDE CREEK RETAIL CENTER PLANNED UNIT DEVELOPMENT
FOR GAS N WASH LOCATED AT 7455 191st STREET

MICHAEL W. GLOTZ, PRESIDENT

NANCY M. O’CONNOR, VILLAGE CLERK

WILLIAM P. BRADY

WILLIAM A. BRENNAN

DENNIS P. MAHONEY

MICHAEL G. MUELLER

KENNETH E. SHAW

COLLEEN M. SULLIVAN

Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2024-O-072**AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION
TO THE BROOKSIDE CREEK RETAIL CENTER PLANNED UNIT DEVELOPMENT
FOR GAS N WASH LOCATED AT 7455 191st STREET**

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

WHEREAS, a petition for the granting of a Special Use for a Substantial Deviation from the Brookside Creek Retail Center Planned Unit Development (Ordinance #2024-O-065) to construct an Automobile Service Station with attached Carwash located at 7455 191st Street, Tinley Park ("Subject Property"), has been filed by Leonard McEnery, on behalf of Gas N Wash, LLC ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on December 5, 2024, at the Village Hall of this Village of Tinley Park ("Village"), at which time all persons were afforded an opportunity to be heard; and

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

WHEREAS, the Plan Commission voted 5-0 has filed its report of findings and recommendations regarding the Special Use for a Substantial Deviation with this Village President and Board of Trustees, and this Board of Trustees has duly considered said report, findings, and recommendations; and

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

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

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

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

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
The proposed Special Uses for an Automobile Service Station and an Automobile Carwash when attached to a Service Station will not be detrimental to the Village, its residents, and its visitors.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
The proposed Special Uses as proposed will construct off-site modifications to local roadways to improve vehicle traffic flow for all developments in the vicinity. The proposed convenience store associated with the Automobile Service Station will provide a local option for nearby residents and visitors to walk to for snacks and other items.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
The proposed Special Uses are consistent with the B-3 (General Business and Commercial) zoning district and the Comprehensive Plan 2000 Land Use Plan, which designates the area for commercial development. Properties in the area share similar and compatible zoning and future land use designations.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
The proposed Special Uses will provide for all necessary utility, transportation, and drainage facilities.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
The proposed Special Uses will provide adequate access measures to limit congestion on 191st Street. The Petitioner will install a six-foot wide sidewalk along 191st Street.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon

other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance. *The proposed Special Uses will conform to all Village Codes and Ordinances.*

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

The development's fueling components, carwash component, and convenience store component are anticipated to generate substantial sales tax revenue for the Village.

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

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF ILLINOIS IN CASE W66G894H, AND ALSO THAT PART TAKEN BY PLAT OF DEDICATION RECORDED JULY 11, 2002 AS DOCUMENT NO. R2002-1 12732 AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID WITH A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH ALONG SAID PARALLEL, LINE 150.28 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE 60.00 FEET; THENCE SOUTH PARALLEL WITH SAID EAST LINE 95.53 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE 1990.08 FEET RADIUS, CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 433.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 390.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AFORESAID; THENCE EAST ALONG THE NORTH LINE TO THE POINT OF BEGINNING), IN WILL COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 19-09-12-200-011-0010; 19-09-12-200-011-0020

Commonly known as: 7455 191st Street, Tinley Park, Illinois

SECTION 4: That a Special Use for a Substantial Deviation as defined in Zoning Ordinance Section VII.B.6., from the approved Brookside Creek Retail Center Planned Unit Development (Ordinance #2024-O-065) for certain property described in the above section, to allow for

construction of Gas N Wash, an automobile service station and carwash, located at 7455 191st Street, Tinley Park (“Subject Property”) in the B-3 PUD (General Business and Commercial, Brookside Creek Retail Center PUD) zoning district, in accordance with the “List of Reviewed Plans” attached hereto as **Exhibit A**, with the following Exceptions noted:

Parking

1. Sec. VIII.A.10. to reduce the number of required parking spaces to fifty-three (53).
2. Sec. VIII.B. Table 2 to permit drive aisles to be reduced to a minimum of twenty-four feet (24’) in width.

Signs

1. **Sign A** - Sec. IX.D.2.c. to permit freestanding sign five feet (5’) from northern property line.
2. **Sign O** - Sec. IX.J.4. to permit an EMC sign twenty-one (21) square feet in area (approximately 32% of sign area)
3. **Sign G & H** - Sec. IX.D.1.f. to permit separate wall signs without exclusive distinct and secured entries larger than fifteen (15) square feet as follows:
 - a. Sign G – 31 square feet
 - b. Sign H – 58 square feet
4. **Sign M** - Sec IX.F.1. to permit a wall sign that is a maximum of forty-two (42) square feet in area.
5. **Sign B, C, D, E, F** - Sec. IX.L.1.c. to permit canopy sign allowance that is a maximum of one-hundred and fifty-nine (159) square feet in total area.
6. **Sign P, Q, R** - Sec. IX.L.2.d.i to permit a maximum height of directional signs to four feet ten inches (4’10”) and to permit business names on the signage without logos.

And subject to the following conditions:

1. Approval is subject to review and approval of the final engineering plans by the Village Engineer.
2. Approval is subject to the approval of the Annexation, Rezoning, Special Use for a PUD, Plat, Site Plan Approval for the proposed Brookside Creek Retail Center PUD allowing a gas station as a permitted use on Lot 1.
3. Any changes in drive-thru restaurants or parking demand from what was presented requires a new traffic/drive-thru analysis and prior approval to ensure the on-site drive-thru stacking and parking is sufficient.”

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

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

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

PASSED THIS 21st day of January, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 21st day of January, 2025.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2024-O-072, “AN ORDINANCE GRANTING A SPECIAL USE FOR A SUBSTANTIAL DEVIATION TO THE BROOKSIDE CREEK RETAIL CENTER PLANNED UNIT DEVELOPMENT FOR GAS N WASH LOCATED AT 7455 191st STREET” which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 21, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of January, 2025.

VILLAGE CLERK

Exhibit A

Per December 5, 2024, Plan Commission Public Hearing Staff Report

LIST OF REVIEWED PLANS

Submitted Sheet Name	Prepared By	Date On Sheet
1 Gas N Wash - Planning & Zoning General application_Redacted	Petitioner	7/29/2024
2 Gas N Wash - Special Use Addendum Gas N Wash 8.14.2024	Petitioner	n/a
3 A001 - Site Plan	WT Group	10/21/2024
4 A-X Elevations	WT Group	10/21/2024
5 floorplan	WT Group	10/21/2024
6 L1-X Landscape Plan	Upland Design Ltd.	10/18/2024
7 photometric	Walsh, Long & Co.	7/30/2024
8 24-146-X - Sign Plans	VanBruggen Signs	10/17/2024
9 Truck Turn Exhibit	M Gingerich Gereaux & Associates	10/18/2024
10 24-303 Gas N Wash Traffic Statement - Tinley Park 11-27-2024 kp maw	KLOA, Inc.	11/27/2024

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE DECEMBER 5, 2024 REGULAR MEETING

ITEM 6: PUBLIC HEARING – BROOKSIDE CREEK RETAIL CENTER PUD – 7551 191ST STREET – SPECIAL USE TO ESTABLISH A PLANNED UNIT DEVELOPMENT; REZONING; FINAL PLAT APPROVAL; SITE PLAN APPROVAL

Consider recommending that the Village Board grant GSP Development Inc. a Special Use for Final Approval of a Planned Unit Development (PUD) and rezoning from the R-1 and R-2 (Single-Family Residential Zoning Districts to B-3 (General Business and Commercial) Zoning District for 72 acres of property located at the southwest corner of 191st Street and Harlem Avenue. Final Plat and Site Plan Approval will also be considered.

Present Plan Commissioners: Acting Chair Steve Sepessy
James Gaskill
Terry Hamilton
Andrae Marak
Michael Stocklose

Absent Plan Commissioners: Garrett Gray (recused)
Angela Gatto
Eduardo Mani
Amanda Martinez

Village Officials and Staff: Dan Ritter, Community Development Director
Jason Engberg, Planning Manager
Lori Kosmatka, Associate Planner
Vlado Vranjes, Village Attorney

Petitioners: Lyman Teeman
Chris Kalischefski

Members of the Public: None

ACTING CHAIR SEPESSY introduced item #6.

ACTING CHAIR SEPESSY requested a motion to open the public hearing. COMMISSIONER GASKILL made a motion to open the public hearing, seconded by COMMISSIONER STOCKLOSE. ACTING CHAIR SEPESSY requested a voice vote; all were in favor. Motion carried.

ACTING CHAIR SEPESSY noted the proof of publication.

Jason Engberg, Planning Manager, presented the staff report.

ACTING CHAIR SEPESSY invited the Petitioner to the podium.

Lyman Teeman was sworn in. He said he represents the Petitioner. He said he is available for questions.

COMMISSIONER HAMILTON asked where the second restaurant would be located.

Chris Kalischefski, architect from WT Group, was sworn in. He said the second restaurant would be located in the convenience store.

ACTING CHAIR SEPESSY asked if anyone from the public wished to speak, but none were present.

ACTING CHAIR SEPESSY requested a motion to close the public hearing. COMMISSIONER STOCKLOSE made a motion to close the public hearing; seconded by COMMISSIONER GASKILL. ACTING CHAIR SEPESSY requested a voice vote; all were in favor. Motion carried.

ACTING CHAIR SEPESSY requested that staff present the standards for Special Use approval.

Jason Engberg presented the standards.

ACTING CHAIR SEPESSY requested a motion on the Special Use. COMMISSIONER HAMILTON made a motion to recommend the Village Board grant Special Use Permit for a Substantial Deviation to the Petitioner, Leonard McEnery of Gas N Wash, at 7455 191st Street in the B-3 PD (General Business and Commercial, Brookside Creek Retail Center PUD) zoning district, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the December 5, 2024 staff report, subject to the conditions included in the Staff Report. COMMISSIONER GASKILL seconded the motion. ACTING CHAIR SEPESSY requested a roll call vote. All were in favor. Motion Carried 5-0.

ACTING CHAIR SEPESSY requested a motion on the Site Plan. COMMISSIONER STOCKLOSE made a motion to grant Site Plan/Architectural Approval to the Petitioner, Leonard McEnery of Gas N Wash, for the development of a gas station with a convenience store, two interior drive-thrus, and a car wash at 7455 191st Street in the proposed Brookside Creek Retail Center PUD, in accordance with the plans submitted and adopt the Findings of Fact as proposed in the December 5, 2024 staff report, subject to the conditions included in the Staff Report. COMMISSIONER MARAK seconded the motion. ACTING CHAIR SEPESSY requested a roll call vote. All were in favor. Motion Carried 5-0.

ACTING CHAIR SEPESSY noted that the item would be heard at the December 17, 2024 Village Board meeting.

STAFF COMMENT

BOARD COMMENT

PUBLIC COMMENT

EXECUTIVE SESSION