

MEETING NOTICE

NOTICE IS HEREBY GIVEN that the Special Meeting of the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, September 17, 2019, beginning at 6:30 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

- 6:30 PM CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- ROLL CALL

ITEM #1 MOTION TO OPEN A PUBLIC HEARING

SUBJECT: CONDUCT A PUBLIC HEARING ON A PROPOSED ANNEXATION AGREEMENT FOR THE PROPERTY LOCATED AT 19420 S. HARLEM AVENUE- LENNY’S FOOD N FUEL – **Trustee Mueller**

ACTION: Discussion: The Petitioner, Mr. Leonard McEnery, Lenny’s Food N Fuel Harlem Avenue, LLC, an Illinois Limited Liability Company, has petitioned the Village of Tinley Park to annex his 4.87 acre parcel located at 19420 S. Harlem Avenue. The property currently operates as a motor fueling facility for autos and trucks, a convenience store with drive-up food service window, two food service businesses, a carwash and outdoor dispensing/filling of propane tanks. The proposed annexation agreement sets forth a schedule for the Petitioner to bring the property into compliance with Village Building and Sign Codes with some noted exceptions.

The agreement does not provide any commitment from the Village to issue Liquor or Video Gaming Licenses. However, the Petitioner has indicated a desire for both licenses, and the agreement provides a right to disconnect within sixty (60) days at the Petitioner’s option.

- a. Open the Public Hearing.
- b. Receive comments from the Petitioner.
- c. Receive comments from the public.
- d. Close or continue public hearing.

MOTION TO CLOSE THE PUBLIC HEARING

COMMENTS: _____

ITEM #2

SUBJECT: RECEIVE COMMENTS FROM THE PUBLIC

COMMENTS: _____

ADJOURN THE SPECIAL BOARD MEETING



Interoffice Memo

Date: September 17, 2019

To: David Niemeyer, Village Manager

From: Paula J. Wallrich, AICP

Subject: Lenny' Food N Fuel

BACKGROUND: Mr. Leonard McEnergy , Lenny's Food N Fuel Harlem Avenue, LLC, has petitioned the Village of Tinley Park to annex his 4.87 acre parcel located at 19420 S. Harlem Avenue. The property currently operates as a motor fueling facility for autos and trucks, a convenience store with drive-up food service window (Dunkin Donuts and Beggars Pizza), a carwash, and outdoor dispensing /filling of propane tanks. Mr. McEnergy wishes to expand his business in a similar fashion to his other facilities (Gas N Wash at 8810 W. 191st) which includes the sale of packaged liquor and video gaming. As an unincorporated parcel in Will County, Mr. McEnergy's parcel cannot sell packaged liquor or obtain a video gaming license.

The fueling center and convenience store were constructed in the County in 2015; the car wash was constructed in 2017. Currently both facilities are connected to Frankfort water and sewer.





DISCUSSION: A draft copy of the annexation agreement is attached for the Village Board's review. Highlights of the agreement include:

1. As required by Village policy the parcel will be annexed as R-1 (Village's most restrictive zoning district) and then rezoned to B-3 with Special Uses to allow for the continuance of the service station and the car wash. The Plan Commission reviewed the rezoning request and recommended approval of the zoning and special uses.
2. All buildings will be brought into compliance with Village Building, Health, Safety and Fire Codes within 6 months of execution of the Annexation Agreement with the exception of the following:
 - a. Convenience store sprinkler system must be installed within 1 year of execution of the Annexation Agreement.
 - b. Car wash sprinkler system must be installed within 5 years of execution of the Annexation Agreement.
 - c. Fire alarm system must be activated and landscaping brought into compliance with approved Landscape Plan within 3 months of execution of the Annexation Agreement.

3. Owner has agreed to install “no idling of trucks” signs along the west access drive.
4. Current hours of operation will be allowed to continue (6:00 am to 10:00 pm for the carwash, 4:00 am to 10:00 pm for the drive-up food service window and 24 hours per day for the motor fueling facility and convenience store.)
5. All existing signs will be allowed to remain with the following exceptions which will be brought into compliance within 75 days of execution of the Agreement :
 - a. Remove 2 wall signs from the C-store east side, namely, “No Cook County Taxes” and the second “Dunkin Donut” sign.
 - b. Remove the changeable copy sign from the north side of the C-store.
 - c. Remove “Pet Wash” sign from the car wash south side.
 - d. Remove any temporary signs and banners.
 - e. All other existing signage shall remain and upon annexation be legal non-conforming signs.
6. Within one (1) year of execution of the Agreement the Owner shall either construct a water main along the frontage or pay a cash in lieu amount of \$112,054.50
7. The subject parcel will be required to connect to Tinley Park water within 1 year of execution of the annexation agreement and pay fees in accordance with table below.
8. Term of the agreement is 20 years (maximum allowed).
9. Petitioner will pay the following fees/recaptures:

Fee/Recapture	Calculation	Amount
Administrative Fee	Sub Regulations- Section XIII	\$250
Construction Observation Fee	Sub Regulations Section XIII	\$1,0000
Water Connection Fee	\$150/inch	TBD
Water Construction Fee	Subdivision Regulation	\$1,200
Water System Connection Fee	Subdivision Regulation	\$200
Storm Sewer	Subdivision Regulation	\$50
Cash in lieu of for water main extension along Harlem frontage	12” water main , 333’ frontage x 336.50/foot	\$112,054.50
Recapture of 194 th water main	468 feet of frontage x \$ 82.12	\$38,435.50

10. The Petitioner will be seeking a liquor license and gaming license. These are not approved as part of the Annexation agreement. The Petitioner has the right to Petition to Disconnect the property within 60 days which he will presumably will do if he does not receive a liquor or gaming license.



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

RESOLUTION
NO. 2019-R-097

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH LENNY'S FOOD N FUEL,
LLC LOCATED AT 19420 S. HARLEM AVENUE**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

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

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

RESOLUTION NO. 2019-R-097

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH LENNY'S FOOD N FUEL,
LLC LOCATED AT 19420 S. HARLEM AVENUE**

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 ____ day of _____, 2019, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

PASSED THIS _____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2019.

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 Resolution No. 2019-R-097, “A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT WITH LENNY’S FOOD N FUEL, LLC LOCATED AT 19420 S. HARLEM AVENUE,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on XXX, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____, 2019.

KRISTIN A. THIRION, VILLAGE CLERK

ANNEXATION AGREEMENT

INTRODUCTION

1. **This Agreement** is entered into this _____ day of _____ 2019, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "*Village*"); and Lenny's Food N Fuel Harlem Avenue, LLC, an Illinois Limited Liability Company with Registered Office located at 17112 Pointe Drive Orland Park, Illinois 60467, (hereinafter referred to as "*Owner*").

2. The Property subject to this Agreement and legal title to which the *Owner* is the sole owner of record of a parcel or parcels of real estate and is the subject matter of this Agreement, is legally described on EXHIBIT A attached hereto and hereby made a part hereof and is legally described as follows:

Parcel: 19-09-12-202-023-0000

The said property is hereinafter referred to as the "*Subject Property*".

3. The Subject Property is generally located at 19420 S. Harlem Avenue, Frankfort, The Subject Property contains approximately 4.87 acres and is contiguous with the Village of Tinley Park.

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 and the statutes in such cases made and provided.

RECITALS:

1. The *Owner* has petitioned the Village for annexation to the Village of the Subject Property conditioned on the approval of this Agreement.

2. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by the *Owner* requesting annexation of the above-described Subject Property

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

- (a) Adoption and execution of this Agreement by resolution;
- (b) Enactment of an annexation ordinance annexing the Subject Property as described above to the Village;
- (c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

4. The Subject Property is located within the Frankfort Library District and the Frankfort Fire Protection District; the adjacent roads are under Frankfort Township jurisdiction. Notices will be sent to these jurisdictions as notification that the property will be annexed to the Village and thereby will be incorporated into the Tinley Park Library and Fire Department boundaries and the annexation of the subject property will extend boundaries to the far side of adjacent rights-of-way.

5. The parties hereto have determined that it is in the best interests of the *Village* and the *Owner* 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 will comply with the comprehensive plan of the Village and will provide a very valuable asset to the community.

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

SECTION 1 ANNEXATION OF THE PROPERTY

The *Owner* has filed a petition for annexation to the *Village* of the Subject Property. The *Village* shall proceed to consider the question of annexing the Subject Property to the *Village* and do all things necessary or appropriate to cause the Subject Property to be validly annexed to the *Village*. The Subject Property shall be annexed in whole. All ordinances, plats, affidavits and other documents necessary to accomplish annexation shall be recorded by the *Owner* at the *Owner's* expense including the Plat of Annexation attached hereto as Exhibit B. The new Boundary of the *Village* resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

The *Owner* shall pay monies in cash form, to the *Village* of all expenses enumerated within this Agreement as hereinafter stated.

SECTION 2 BUILDING CODE COMPLIANCE

On July 29, 2019 the *Village* completed a comprehensive inspection of the Subject Property. The Inspection Report is attached hereto as Exhibit C. Within six (6) months of the execution of this agreement all issues identified on the Inspection Report must be brought into Compliance with the respective *Village* Code. *Owner* must also complete the following upgrades/repairs within the noted timeframe: (1) Install a fire sprinkler system for the convenience store (including exterior sprinklers to address fire suppression issues related to the canopy), within one (1) year of the execution of this Agreement; (2) install a Fire Sprinkler system for the car wash within five (5) years of the execution of the Agreement, (3) all Fire Alarm systems must be activated and monitored per *Village* Code and (4) the landscape must be brought into compliance with the noted deficiencies attached hereto as Exhibit D within three (3) months of the execution

of the annexation agreement. The Owner has agreed to post and enforce “no idling of trucks” along the access way at the west side of the property and also stripe two (2) truck parking spaces at the west end of the property. Notwithstanding the foregoing, any structures constructed upon the Subject Property subsequent to the execution of this Agreement shall be constructed in full compliance with all Village Ordinances, Codes and Regulations.

SECTION 3 ZONING AND CONTINUATION OF EXISTING USES

(a) Simultaneous with the Village’s enactment of an ordinance approving the execution of this Agreement the Village will rezone the property to B-3 and grant a Special Use to allow for a continuation of the service station (motor fueling for autos and trucks) and car wash. The Village recognizes that other existing uses on the Subject Property including a convenience store with drive-up food service window, and outdoor dispensing and filling of propane tanks are allowed to continue as permitted uses. Hours of operation have been established and shall remain as 6:00 am to 10:00 pm for the carwash, 4:00 am to 10:00 pm for the drive-up food service window and 24 hours per day for the motor fueling facility and convenience store. All existing facilities, including buildings, signage, food service, and propane dispensing and display areas have been permitted and approved by the County of Will, Illinois. In reviewing the Petition and Agreement, the *Village* has given due consideration to the continuation of the present existing uses. Notwithstanding any provision of the Village’s Zoning Ordinance or Subdivision Control Ordinance, or any other Village Ordinances now in effect or which may in the future be in effect which may be in conflict with the existing uses of the Subject Property, such existing uses, including signage, (as modified in Section 3(b) below), shall be deemed legally permitted non-conforming uses under all Village Codes and Ordinances. A copy of the existing sign plan is attached hereto as Exhibit E.

(b) Within 75 days of the execution of this Agreement, Owner shall with respect to existing signage:

1. Remove 2 wall signs from the C-store east side, namely, "No Cook County Taxes" and the second "Dunkin Donut" sign.
2. Remove the changeable copy sign from the north side of the C-store.
3. Remove "Pet Wash" sign from the car wash south side.
4. Remove any temporary signs and banners.

All other existing signage shall remain and upon annexation be legal non-conforming signs.

SECTION 4 UTILITY CONNECTIONS, RECAPTURES AND CONTRIBUTIONS

The existing convenience store and carwash are currently being serviced with sanitary sewer and water from the Village of Frankfort, Illinois. . Owner shall, at its option, within one (1) year of execution of this Agreement, either (a) construct a water main, as approved by the Village Engineer, along the 333 feet of frontage of the Subject Property, along Harlem Avenue or (b) make payment of monies in lieu of constructing said water main in the amount of \$112,054.50. There shall also be a connection to the Tinley Park water facilities and payment of all fees related to connection as more fully outlined in Exhibit F. Provided owner has not filed a petition to disconnect, there shall also be a connection to the Tinley Park water facilities and payment of all fees related to connection as more fully outlined in Exhibit F. The *Owner* shall connect within one (1) year of the execution of the annexation agreement. There is an existing water main along 194th that has a recapture of \$38,435.50; such recapture fee shall be paid upon connection to the Village of Tinley Park water system.

SECTION 5 STREET LIGHTS

The *Village* reserves the right to assess the property if street lights are installed along Harlem Avenue in the future. Costs per foot will be equitable distributed and based on Harlem Avenue frontage. Such improvements shall be in accordance with Village Engineering Design Standards and Village of Tinley Park Subdivision Ordinance.

SECTION 6 EASEMENTS

The *Owner* agrees to grant to the *Village*, and/or obtain grants to the *Village* of, all necessary easements for the extension of water other utilities, including cable television, or for other improvements which may serve the Subject Property. All such easements to be granted shall name the *Village* and/or other appropriate entities designated by the *Village* as grantee thereunder. It shall be the responsibility of the *Owner* to obtain all off-site easements necessary to serve the Subject Property; provided, however, the *Village* agrees to assist, to the extent possible, the *Owner* in obtaining any such required (if any) off-site easements.

SECTION 7 UTILITIES

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the *Owner's* option.

SECTION 8 IMPACT REQUIREMENTS

The *Owner* agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the *Village* and are uniquely attributable to, reasonably related to and made necessary by the Annexation of the Subject Property into the Village.

SECTION 9 DISCONNECTION

Owner may file a Petition to Disconnect the Property filed within sixty (60) days of execution of this Agreement. If Owner does timely file such petition, in accordance with 65 ILCS §5/7-3-4, then, within forty-five (45) days thereafter, the Village shall adopt an ordinance disconnecting the Subject Property from the Village, whereupon this Agreement shall be null and void and of no effect.

SECTION 10 TERM

This Agreement shall be binding upon the Parties and their respective successors and assigns for twenty (20) years, commencing as of the date hereof, and for such further terms as may hereinafter be authorized by statute and by Village ordinance. If any of the terms of this Agreement, or the annexation or zoning of the Subject Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said twenty (20) year period. The expiration of Term of this Agreement shall not affect the continuing validity of the zoning of the Subject Property or any ordinance enacted by the *Village* pursuant to this Agreement.

SECTION 11 MISCELLANEOUS

A. **Amendment.** This Agreement, and the exhibits attached hereto, may be amended only by mutual consent of the Parties or their successors in interest, by adoption of an ordinance by the *Village* approving said amendment as approved by said Parties or their successors in interest.

B. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements and portions of this

Agreement, and to that end, all provisions, covenants, agreements and portions of the Agreement are declared to be severable. If for any reason the annexation or zoning of the Subject Property is ruled invalid, in whole or in part, the Corporate Authorities, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken as the expense of the *Owner*.

C. **Entire Agreement.** This Agreement sets forth all agreements, undertakings and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the Parties.

D. **Survival.** The provisions contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject Property to the Village. The provisions of this Agreement related to zoning of the Subject Property, easements, and any fees to be paid by the *Owner*, including without limitation impact fees of any nature, shall survive the termination of this Agreement. All fees and charges to be paid by the *Owner* under this Agreement shall be contractual and shall survive any judicial determination of the invalidity or inapplicability of any ordinance providing for payment of same.

E. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the *Owner*, and their respective heirs, legal representatives, successors, grantees, lessees, and assigns, and upon successor corporate authorities of the Village and successor municipalities, and shall constitute a covenant running with the land. This Agreement may be assigned without the Village's approval, and upon said assignment and acceptance by an assignee,

the assignor shall have no further obligations hereunder. If a portion of the Subject Property is sold, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations seller may have under this Agreement which affect the portion of the Subject Property sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Subject Property conveyed.

F. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

If to Village:

Village of Tinley Park
David Niemeyer
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to:

Patrick G. Connelly
Peterson Johnson & Murray, Chicago-LLC
200 West Adams Street
Suite 2125

If to the Owner:

Leonard McEnery, Manager
Lenny's Food N Fuel Harlem Avenue, LLC
8200 W. 185th Street, Unit K
Tinley Park, 60487

With a copy to:

Lyman C. Tieman
Attorney at Law
12417 Tahoe Lane
Mokena, IL 60448

Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail if given by certified mail as aforesaid, and upon receipt, if personally delivered.

G. **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

H. **Village Approval.** Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, the same shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written and, by so executing, each of the Parties warrants that it possesses full right and authority to enter into this Agreement.

**LENNY'S FOOD N FUEL
HARLEM AVENUE, LLC,**

**VILLAGE OF TINLEY PARK,
an Illinois municipal corporation**

**By: _____
Leonard McEnery, Manager**

**By: _____
Jacob Vandenberg, Village President**

EXHIBIT A
LEGAL DESCRIPTION OF TERRITORY

LOT 19, EXCEPT THE SOUTH 242.23 FEET OF THE EAST 252.29 FEET, IN INDIAN TRAIL SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL AND NORTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1994 AS DOCUMENT NUMBER R94-103567, AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1996 AS DOCUMENT NUMBER R96-26746, IN WILL COUNTY, ILLINOIS. ALSO THE NORTH 500 FEET OF THE EAST 520.89 FEET OF THE SOUTH 969.26 FEET OF THE NORTHEAST FRACTIONAL $\frac{1}{4}$, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 283 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HARLEM AVENUE AND EXCEPT THOSE PARTS THEREOF TAKEN FOR 194TH STREET AND FOR LOT 1 IN BERKSHIRE COMMERCE PARK, BEING A SUBDIVISION OF PART OF THE SAID NORTHEAST FRACTIONAL $\frac{1}{4}$, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987, AS DOCUMENT NUMBER R87-10649), IN WILL COUNTY, ILLINOIS.

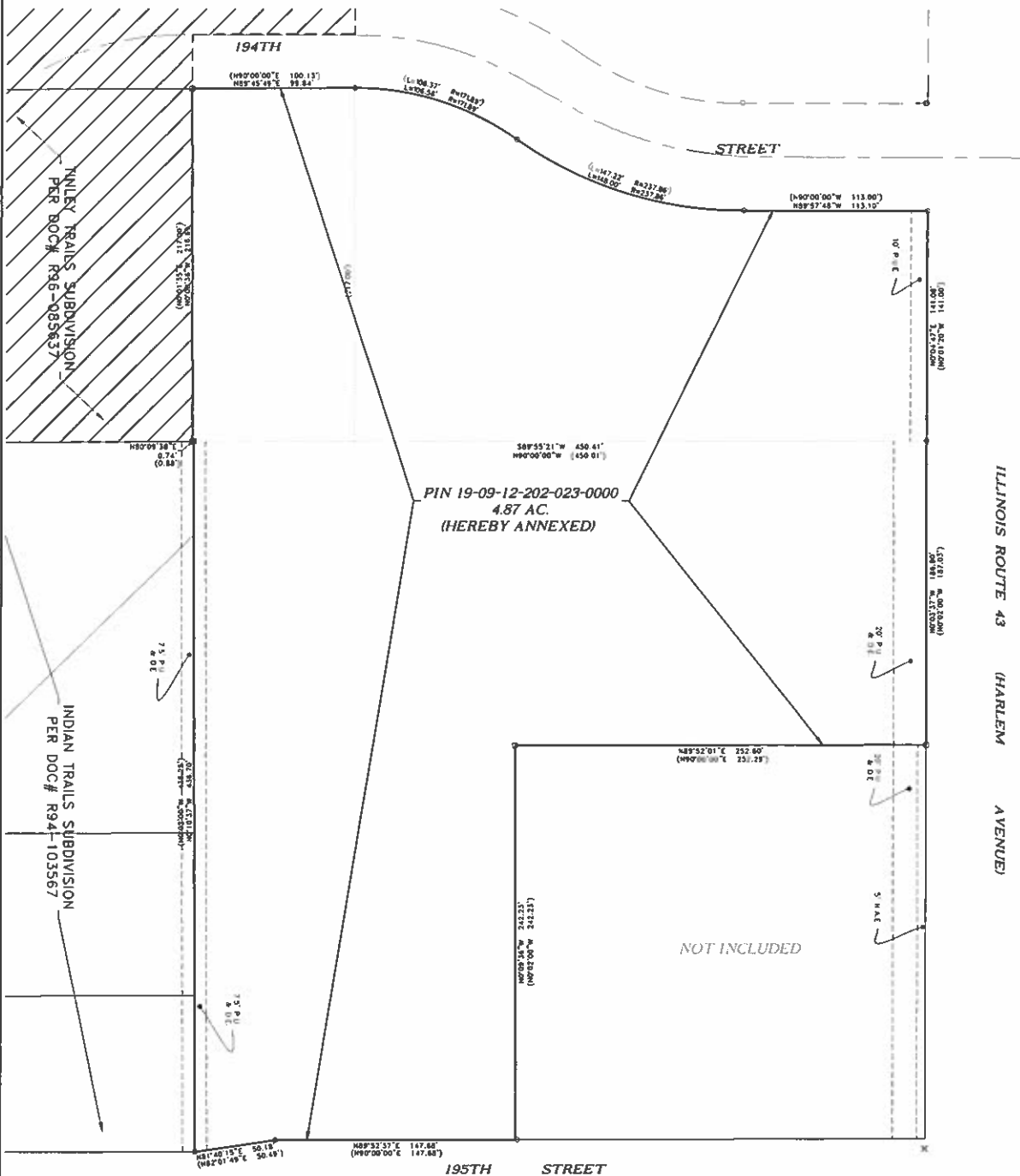
PLAT OF ANNEXATION

TO

THE VILLAGE OF TINLEY PARK, ILLINOIS

EXHIBIT B

LOT 18, EXCEPT THE SOUTH 242.23 FEET OF THE EAST 252.28 FEET, IN INDIAN TRAIL SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL AND NORTHEAST FRACTIONAL 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1994 AS DOCUMENT NUMBER R94-10387, AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1998 AS DOCUMENT NUMBER R98-28748, IN WILL COUNTY, ILLINOIS. ALSO THE NORTH 500 FEET OF THE EAST 500 FEET OF THE SOUTH 889.28 FEET OF THE NORTHEAST FRACTIONAL 1/4, SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 283 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HARLEM AVENUE AND EXCEPT THOSE PARTS THEREOF TAKEN FOR 194TH STREET AND FOR LOT 1 IN BERSHIRE COMMERCE PARK, BEING A SUBDIVISION OF PART OF THE SAID NORTHEAST FRACTIONAL 1/4, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987, AS DOCUMENT NUMBER R87-10948), IN WILL COUNTY, ILLINOIS.



LEGEND
 (1) MEASURED DATA
 (2) REPRODUCED DATA
 EXISTING CORNER MARKS
 VILLAGE OF TINLEY PARK

PLAT TO BE ANNEXED
 R94-10387-888

OWNERSHIP CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF)
 I, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNER, DO HEREBY CONSENT TO THE ANNEXATION GRANTED BY THIS DOCUMENT.
 DATED THIS ___ DAY OF ___, A.D. 20__
 OWNER _____

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF)
 I, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE 'OWNERSHIP CERTIFICATE' ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND NOTORIAL SEAL IN _____ COUNTY, ILLINOIS THIS ___ DAY OF ___, A.D. 20__
 NOTARY PUBLIC _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF WILL)
 I, ROBERT F. BLUM, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.
 FURTHERMORE, I DESIGNATE THE VILLAGE OF TINLEY PARK TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.
 DATED THIS 12 TH DAY OF SEPTEMBER, 2014
 BY: _____
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 028-002668



PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF COOK)
 APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK, AND WILL COUNTIES, ILLINOIS AT A PUBLIC MEETING HELD
 THIS ___ DAY OF ___, 20__
 BY: _____ PRESIDENT
 ATTEST: _____ VILLAGE CLERK

REVISIONS			DATE	BY	DESCRIPTION
NO.	DATE	BY			

ILLINOIS SURVEYOR GENERAL
 MAE TO...
 ENGINEERING • PLANNING • SURVEYING
 1000 N. LAUREL ST. SUITE 200
 CHICAGO, IL 60642
 TEL: 312-261-8888
 FAX: 312-261-8889
 www.illinois-surveyors.com

EXHIBIT C

August 7, 2019

Mr. Leonard McEnery
Lenny's Food N Fuel Harlem Avenue, LLC
17112 Point Drive
Orland Park, IL 60467

RE: Annexation Inspection 19420 Harlem Avenue

Dear Mr. McEnery:

On July 29, 2019 an inspection was conducted for the purpose of annexation of the property at 19420 Harlem into the Village of Tinley Park. During the inspection, the Inspectors noted that the following items must be corrected to comply with Village code:

PLUMBING:

1. Check mixing valves in bathrooms, water was not to code, must be 110 degrees. I let water run for 3 minutes
2. The P&G Professional sanitizer above slop sink must have a dedicated water line and an approved backflow device attached or remove
3. Any coffee, tea, pop machine requiring water line must have an approved backflow protection device (dual check).

FIRE PREVENTION:

1. The knox box key cylinder for both buildings is to be changed from the Frankfort cylinder to the Tinley Park cylinder.
2. A radio alarm agreement for the fire alarm panel/signal is to be signed.
3. Current fire alarm documents for the fire alarm annual testing and maintenance is to be submitted for review.

PUBLIC WORKS:

1. They will need to install a vault, 2 meters - Information from 2018 inspections
2. There are two (2) RPZ's, certificates will need to be kept current. Information from 2018 inspection.

PLANNING:

1. Replace missing/dead trees as indicated on landscape plan.
2. Remove firewood storage located behind store. Open storage is not permitted.
3. Remove multiple signs on property not permitted per Zoning Ordinance (signs on dumpster gates, ground signs advertising carwash).
4. The Village's Outdoor Sales Display standard will be enforced. There are products in front of main store entrance (wood, windshield washer fluid, salt bags). These products are considered special sale items.
 - a. A minimum of 36 inches shall be maintained for sidewalks and pedestrian ways in front of the outdoor sales display area for ADA accessibility.
 - b. A permit application (plans for display) must be submitted including dimensioned site plan, information about what type of produces will be displayed, display time plan outlining when the display period will occur.
 - c. The cumulative area shall not exceed 25% of the tenant's frontage.
 - d. Products displayed outside shall not exceed 10 feet in height.
 - e. Sales displays for special sales may be displayed for up to seven (7) days at a time and shall be allowed up to six (6) times per year; however; there must be at least three (3) weeks between special sale displays.

These items must be corrected before this space is occupied. You must contact the building department within seven (7) business days with a repair timeline or to let the Village know you are no longer interested in the property.

When all corrections are complete, you will need to contact the Building Department at (708) 444-5100 to schedule re-inspections. All inspectors will then conduct a final inspection, and pending any further corrections, a Certificate of Occupancy will be issued for your business and/or building, along with a Tinley Park Business License (if applicable).

REMODELING PERMIT INFORMATION

If you are interested in extensive remodeling, a building permit is required. **Permits must be issued prior to any remodeling or additions that the new owner desires.** An interior remodel permit is issued for a space that was previously occupied by another tenant or expansion for an existing tenant. **Because walls are often moved, this most often requires re-location of fire sprinkler heads. Fire suppression/alarm permit applications will be required to be submitted along with the remodel permit application.**

The following information will need to be submitted for major remodeling:

The Village of Tinley Park has approved the updates to our Building Codes to adapt to the International Code Council standards. These standards were approved on May 22, 2007 and can be referenced through Ordinance Number 2007-O-040. The ordinance includes updates to the following code sections:

Village of Tinley Park Building Code 2007
2012 International Building Code
2012 International Residential Code for One and Two Family Dwellings
2012 International Mechanical Code
2012 International Property Maintenance Code
2012 International Fuel Gas Code
2015 International Energy Conservation Code
2011 National Electric Code
2014 Illinois State Plumbing Code
2012 International Fire Code

BUILD-OUT/INTERIOR REMODEL PERMIT
PLAN CHECKLIST

- One completed Commercial/Industrial Permit Application, including all contractor/subcontractor information. All contractors/subcontractors must be licensed and bonded with the Village of Tinley Park.
- One completed emergency information sheet.
- Letter of intent describing new occupant's business practice.
- A letter defining scope of work.
- Four (4) sets of floor plans, showing any building, HVAC, electric, plumbing work. **If water meter is already installed, please indicate placement. If water meter is required, please indicate placement and size of the water meter.**
- Please indicate placement of fire sprinkler heads. If heads will be relocated, fire protection plans are required.** Three (3) copies of engineered plans of any fire suppression/protection system plans with completed permit application submitted to the Fire Department at 17355 S. 68th Court. **Build-out/Remodel permits will not be released until the fire suppression/protection system permit is submitted.**

- Four (4)copies of a layout of furniture/shelving/table, etc., placement must also be submitted
 - Provide calculations for occupancy load and door width capacities
 - Provide calculations/documentation for aisle widths areas adjacent to seating.

- At the Building Officials discretion, architectural stamped and signed plans may be required depending on the extent of work involved.

When all construction is complete, you will submit for a Certificate of Occupancy permit. All inspectors will then conduct a final inspection, and pending any further corrections, a Certificate of Occupancy will be issued for your business and/or building, along with the a Tinley Park Business License (if applicable).

BUSINESS LICENSE INFORMATION

Please be aware that the Business License application may be completed and submitted at any time during the Change of Use or Building Permit Application process. Please return the Business License application to the Clerk's Office. If you have any questions concerning the Business License application, please contact the Clerk's Office at (708)444-5000.

Should you have further questions regarding any of these items, please feel free to contact Jean Bruno, Office Coordinator, at 708-444-5100.

Sincerely,

Paula Wallrich,
Community Development Director

JPW:jb

EXHIBIT E



1/2" SCALE

vanbruggen SIGNS
SINCE 1933
 13401 SOUTHWEST HWY.
 ORLAND PARK, ILLINOIS
708-448-0826 FAX 708-448-9092

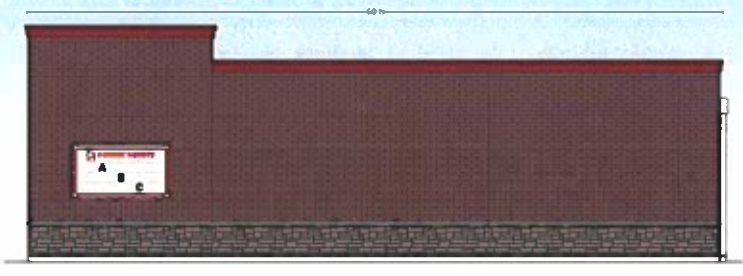
Note _____

Approved _____ *Date* _____
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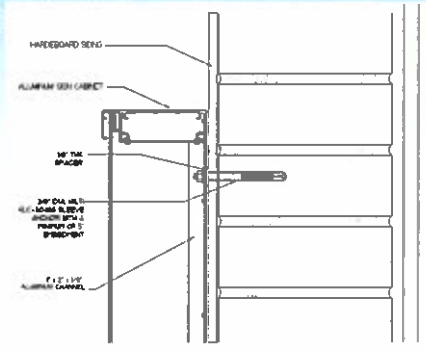
<i>Scale</i>	NOTED	<i>Title</i>	FOOD N' FUEL - FRANKFORT (HARLEM AVE)		
<i>Date</i>	7-9-15	<i>Description</i>	DD AWNING		
<i>Drawn By</i>	ED	<i>Reviewed By</i>	ED	ED	<i>Drawing No</i> 15-096.2C3
<i>Date</i>	7-2-15	<i>Date</i>	8-21-15		



EAST ELEVATION 1/8" SCALE



NORTH ELEVATION 1/8" SCALE



BRACING DETAIL
3/16"=1"

vanBruggen SIGNS
SINCE 1923
13401 SOUTHWEST HWY.
ORLAND PARK, ILLINOIS
708-448-0826 FAX 708-448-9092

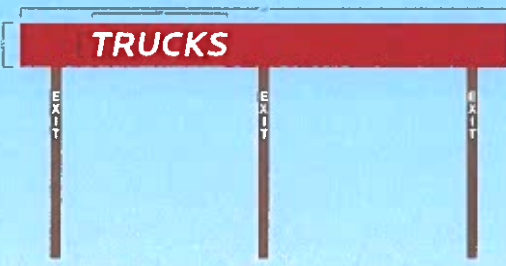
Author _____

Approved _____ Date _____
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 Van Bruggen Signs, Inc. Any reproduction or use of this rendering without
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 in a prosecution fine of \$500.00 for the store and others involved in
 creating these drawings.

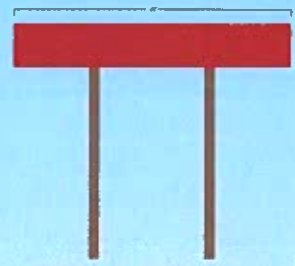
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Date	4-24-14	Description	WALL MARQUEE SIGN			
Drawn By	ED	Reviewed By	ED	ED	ED	Drawing No
Date	7-7-15	Date	7-8-15	10-2-15	2-2-16	15-096.2C

EXIT

1/2" SCALE



SOUTH ELEVATION



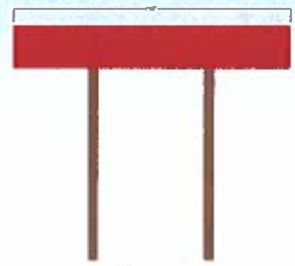
WEST ELEVATION



1/4" SCALE



NORTH ELEVATION
1/8" SCALE



EAST ELEVATION

vanbruggen SIGNS SINCE 1938
 19401 SOUTHWEST HWY.
 ORLAND PARK, ILLINOIS
 708-448-0826 FAX 708-448-9092

Note _____

Approved _____ Date _____
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Scale	NOTED	Title	FOOD N' FUEL - FRANKFORT (HARLEM AVE)	
Date	12-23-14	Drawn/Plot	TRUCK CANOPY SIGNAGE	
Drawn by	D.S.	Reviewed By	ED	Drawing No
		Date	1-7-15	14-258.4C

EXHIBIT F
FEES

Fee/Recapture	Calculation	Amount
Administrative Fee	Sub Regulations- Section XIII	\$250
Construction Observation Fee	Sub Regulations Section XIII	\$1,0000
Water Connection Fee	\$150/inch	TBD
Water Construction Fee	Subdivision Regulation	\$1,200
Water System Connection Fee	Subdivision Regulation	\$200
Storm Sewer	Subdivision Regulation	\$50
Cash in lieu of for water main extension along Harlem frontage	12" water main , 333' frontage x 336.50/foot	\$112,054.50
Recapture of 194 th water main	468 feet of frontage x \$ 82.12	\$38,435.50

**NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT
VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES**

NOTICE IS HEREBY GIVEN BY the Mayor and Village Board of the Village of Tinley Park (“Corporate Authorities), that on September 17, 2019, at 6:30 p.m. a Public Hearing will be held by said Corporate Authorities at the Village of Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, for the purpose of considering and hearing testimony as to an ordinance authorizing the execution of an annexation agreement with Leonard McEnery, on behalf of Lenny’s Food N Fuel, LLC, located at 19420 South Harlem Avenue, in regard to the annexation to the Village of Tinley Park, Cook and Will Counties, Illinois, of a tract of real property comprising approximately 4.87 acres, and legally described as follows:

LEGAL DESCRIPTION:

PARCEL 1: LOT 19, EXCEPT THE SOUTH 242.23 FEET OF THE EAST 252.29 FEET IN INDIAN TRAILS SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL AND NORTHEAST FRACTIONAL ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1994 AS DOCUMENT NUMBER R94-103567, AND CERTIFICATE OF CORRECTION RECORDED MARCH 28, 1996 AS DOCUMENT NUMBER R96-26746, IN WILL COUNTY, ILLINOIS.

PIN: 09-12-202-014-0000

PARCEL 2: THE NORTH 500 FEET OF THE EAST 520.89 FEET OF THE SOUTH 969.26 FEET OF THE NORTHEAST FRACTIONAL QUARTER, SOUTH OF INDIAN BOUNDARY LINE, OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 283.00 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HARLEM AVENUE AND EXCEPT THOSE PARTS THEREOF TAKEN FOR 194TH STREET AND FOR LOT 1 IN BERKSHIRE COMMERCE PARK, BEING A SUBDIVISION OF PART OF SAID NORTHEAST FRACTIONAL QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987, AS DOCUMENT NUMBER R87- 10649), IN WILL COUNTY, ILLINOIS.

PIN: 09-12-202-016-0000

COMMONLY KNOWN AS: 19420 S. Harlem Avenue, Frankfort, IL

PARCEL IDENTIFICATION NUMBER: 09-12-202-014-0000& 09-12-202-016-0000

PETITIONER: Leonard McEnery, on behalf of Lenny’s Food N Fuel, LLC.

(hereinafter described as “Subject Property”)

IT IS PROPOSED THAT THE SUBJECT PROPERTY BE ZONED FOR B-3 (General Business Commercial) with Special Use Permits for a Service Station and a Car Wash, in accordance with the annexation agreement, and the granting of these requests will allow for the continuation of the use of the Subject Property as a motor fueling facility for autos and trucks, a

convenience store with drive-up food service window, a carwash, and outdoor dispensing/filling of propane tanks. An accurate map of the Subject Property proposed to be annexed to the Village of Tinley Park and the form of the proposed annexation agreement are on file with the Village Clerk of the Village of Tinley Park.

You are further notified that the proposed annexation agreement may be changed, altered, modified, amended, or redrafted in its entirety after the Public Hearing.

All interested parties are invited to attend the Public Hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

Mailed and Published by the order of the
Corporate Authorities of the Village of Tinley Park
Cook and Will Counties, Illinois
Kristin A. Thirion, Village Clerk

PUBLIC COMMENT

ADJOURNMENT