



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☐ **Special Use for:** _____
- ☐ **Planned Unit Development (PUD)** ☐ **Concept** ☐ **Preliminary** ☐ **Final** ☐ **Deviation**
- ☐ **Variation** ☐ **Residential** ☐ **Commercial** for _____
- ☐ **Annexation**
- ☐ **Rezoning (Map Amendment)** From _____ to _____
- ☐ **Plat (Subdivision, Consolidation, Public Easement)** ☐ **Preliminary** ☐ **Final**
- ☐ **Site Plan**
- ☐ **Landscape Change Approval**
- ☐ **Other:** _____

PROJECT & PROPERTY INFORMATION

Project Name: _____

Project Description: _____

Project Address: _____ **Property Index No. (PIN):** _____

Zoning District: _____ **Lot Dimensions & Area:** _____

Estimated Project Cost: \$ _____

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner: _____ **Company:** _____

Street Address: _____ **City, State & Zip:** _____

E-Mail Address: _____ **Phone Number:** _____

APPLICANT INFORMATION

☐ **Same as Owner of Record**

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant: _____ **Company:** _____

Relation To Project: _____

Street Address: _____ **City, State & Zip:** _____

E-Mail Address: _____ **Phone Number:** _____



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Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized repetitive.

I hereby authorize _____ (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature: _____

Property Owner Name (Print): _____

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature: _____

Property Owner Name (Print): _____

Applicant Signature:
(If other than Owner)

Applicant's Name (Print): _____

Date: _____



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Professional Fee and Cost Reimbursement Agreement

This Professional Fee and Cost Reimbursement Agreement ("Agreement") entered into this ____ day of _____, 20____, between The Village of Tinley Park, Cook and Will Counties, a home rule municipality (hereinafter referred to as "VILLAGE"), and _____ (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, as a result of the DEVELOPER's project, the VILLAGE must have its professional service providers and staff analyze review and comment upon and perform other services solely on the VILLAGE's behalf from the time of inception of the project through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the VILLAGE's fees, costs and expenses for professional service providers' services and staffs' services, rather than impose the costs upon the VILLAGE's residents;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER shall pay the VILLAGE any and all professional service provider and staff fees, costs and expenses incurred by the Village as a result of or in conjunction with the DEVELOPER's project from this date and prior thereto, through the project's completion as determined by the VILLAGE and/or VILLAGE's acceptance of all public improvements associated with the project, whichever occurs last. The VILLAGE's professional service providers and staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants, etc. Fees shall include, but not be limited to, all time associated with any review, analysis, discussions, meetings, inspections, planning and all other work or services to be performed on behalf of the VILLAGE in conjunction with the project. The VILLAGE's professional service providers and staff fees shall be billed to the DEVELOPER in the amount as authorized by the VILLAGE to be paid for such services.

SECTION TWO SECURITY. Upon written request from the VILLAGE, the DEVELOPER shall post with the VILLAGE the sum of \$5,000 cash or certified funds as security for the DEVELOPER's payment of such professional fees, costs, and expenses or another amount as approved from time to time as the standard security deposit amount by the Community Development Director. The VILLAGE is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the VILLAGE as required under this Agreement. The DEVELOPER is obligated to continuously maintain the original deposit amount with the VILLAGE until the project's completion and DEVELOPER expressly waives any claims for interest related to funds it deposits with the VILLAGE.

SECTION THREE. PAYMENT. The VILLAGE shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the VILLAGE within thirty (30) days upon receipt of the statement from the VILLAGE. If the DEVELOPER does not pay the statement within

the thirty (30) day period, The VILLAGE may direct that all professional service providers and staff cease work on the project of the DEVELOPER, until all statements due and owing are paid in full. In the event that the DEVELOPER does not make payment to the VILLAGE in adequate time, the amount of all statements due and owing will be deducted from the security deposit and work by the VILLAGE will cease until the developer has replenished the account to a minimum of \$5000.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the VILLAGE, its officials and professional staff with respect to its project.

SECTION FIVE. REPRESENTATION OF VILLAGE ONLY. The DEVELOPER acknowledges that the VILLAGE's professional service providers and staff solely represents the VILLAGE and the VILLAGE's interest and do not represent the DEVELOPER

SECTION SIX. CONFLICT. If any of the terms and provisions of this Agreement conflict with any ordinance of the VILLAGE or agreement between the parties, the terms and provisions of this Agreement shall supersede and control any other terms and provisions.

SECTION SEVEN. ATTORNEY'S FEES. In the event any suit or other action is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other fees, costs and expenses shall pay the VILLAGE's attorney's fees, expert witness fees, costs and any other associated expenses. The venue for such suit shall be in the Circuit Court of Cook County, Illinois.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is to be determined unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless agreed by the parties in writing.

SECTION TEN. OTHER FEE ORDINANCES. The DEVELOPER acknowledges that it has been advised that this Agreement is intended to secure the VILLAGE's recovery of professional fees, costs and expenses as hereinabove described, and under circumstances where such fees, costs and expenses may not otherwise have been recovered. Notwithstanding the foregoing or anything else herein to the contrary, nothing herein shall be understood to relieve the DEVELOPER of its responsibilities hereunder and under any applicable ordinances of the VILLAGE, including, but not limited to, any fees payable pursuant to Section XI: Comprehensive Fee Schedule of the Village Municipal Code of Ordinances, provided; however, that the VILLAGE shall take such action as it may deem appropriate to avoid invoicing for, or collecting, duplicate reimbursements of the same expenses or costs.

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Dated at Tinley Park, Cook and Will Counties, Illinois on the date written above.

VILLAGE OF TINLEY PARK,
ILLINOIS COOK AND WILL
COUNTIES, an Illinois Home Rule
Community.

(Corporate Seal)

By _____
Community Development Director

ATTEST:

By: _____
Village Clerk

DEVELOPER

(Corporate Seal)

By: _____
President