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, February 18, 2020, beginning at 7:45 PM in the Council Chambers at the Village Hall of Tinley Park, 16250 South Oak Park Avenue, Tinley Park, Illinois.

7:45 PM	CALL TO ORDER
	PLEDGE OF ALLEGIANCE
	ROLL CALL
<u>ITEM #1</u>	
SUBJECT:	CONSIDER APPROVAL OF AGENDA
ACTION:	Discussion - Consider approval of agenda as written or amended.
COMMENTS:	
<u>ITEM #2</u>	
SUBJECT:	CONSIDER APPROVAL OF MINUTES OF THE SPECIAL VILLAGE BOARD MEETING HELD ON FEBRUARY 4, 2020.
ACTION:	Discussion: Consider approval of minutes as written or amended.
COMMENTS:	
<u>ITEM #3</u>	
SUBJECT:	TINLEY PARK BUSINESS SPOTLIGHT – Trustee Glotz
COMMENTS:	

ITEM #4

SUBJECT: CONSIDER RECOGNIZING THE STUDENTS INVOLVED IN THE 2020 "YOUTH IN

GOVERNMENT" PROGRAM - Trustee Glotz

ACTION: Discussion: The following students participated in the 2020 "Youth In Government"

program sponsored by the Village of Tinley Park Community Resource Commission:

Tinley Park High School Lincoln Way East High School Victor J. Andrew High School

Haaris Malik Adora Ogbeide Julia Bush Emma Goyola Lainey O'Boyle Dante Redmond Ilias Sadiki Erik Schutte Nolan Enright **Brian Moriarity** Gianna Vita Erin Tinerella Jackson Skanberg Alexandra Sullivan Marena Moorer Ethan Ryan Brianna Clayton Mia Ricceli

Patricio Flores

No specific action is required.

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ITEM #5

SUBJECT: CONSIDER APPOINTING JAMES OSTROM TO THE POSITION OF BUILDING

OFFICIAL - Trustee Mueller

ACTION: Discussion: The Village conducted a recruitment to fill the vacancy of Building Official in

our Community Development Department and received 32 submissions. Following shortlisting to three (3) candidates, interviews were conducted by a panel of Community Development Management, Administration, Trustees, and Human Resources. Two finalists

were interviewed on two (2) occasions, and James Ostrom was identified as the best candidate for the position. Mr. Ostrom earned an M.B.A. in Management from the University of St. Francis, and a Bachelor of Science degree in Construction Technology from Purdue University Northwest. He has experience with the City of Aurora as a Building Inspector and Code Compliance Officer. Additionally, he has extensive experience in construction planning, design, management, scheduling, and/or estimating with Riverside Healthcare, Michuda Construction, and other organizations. Mr. Ostrom also holds ICC certifications for Residential Building Inspector, Commercial Building Inspector, as well as

Residential Plans Examiner. Consider appointing James Ostrom to the position of

Building Official effective February 24, 2020.

COMMENTS:		

ITEM #6

SUBJECT:

ACTION:

CONSIDER APPROVAL OF THE FOLLOWING CONSENT AGENDA ITEMS:

- A. CONSIDER REQUEST FROM GOOD SHEPHERD MANOR, TO CONDUCT A RAFFLE ON SUNDAY, APRIL 26, 2020, AT THE ODYSSEY COUNRTY CLUB, 19100 RIDGELAND AVE., WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$850.00. WINNERS WILL BE DRAWN AT ODYSSEY COUNTRY CLUB.
- B. CONSIDER ADOPTING RESOLUTION 2020-R-013 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND THE WILL COUNTY DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENTS TO 80TH AVENUE FROM 183RD TO 191ST STREET IN WILL AND COOK COUNTY.
- C. CONSIDER ADOPTING RESOLUTION 2020-R-018 AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND LIVE NATION WORLDWIDE LLC FOR PUBLIC SAFETY SERVICES AT THE HOLLYWOOD CASINO AMPHITHEATRE.
- D. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,534,529.80 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED FEBRUARY 7 AND FEBRUARY 14, 2020.

COMMENTS:	
<u>ITEM #7</u>	
SUBJECT:	CONSIDER ADOPTING ORDINANCE 2020-O-008 AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6706 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS - Trustee Mueller
ACTION:	Discussion: This Ordinance provides the Village Manager and Village Attorney with explicit authority to acquire the above referenced parcel. To date, negotiations with the property owner have not been successful. An offer has been made, or will be made, at fair market value. In the event an agreement cannot be reached, the ordinance authorizes the Village Attorney to file a Condemnation Suit to acquire the property as acquisition of the property is necessary for a public purpose and in furtherance of the New Bremen TIF District Redevelopment Project and Plan. This Ordinance is eligible for adoption.
COMMENTS:	

Discussion: Consider approval of consent agenda items.

ITEM	#8
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SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-009 AUTHORIZING THE

ACQUISITION OF REAL PROPERTY LOCATED AT 6712 NORTH STREET

THROUGH CONDEMNATION OR OTHER MEANS - Trustee Mueller

ACTION: Discussion: This Ordinance provides the Village Manager and Village Attorney with explicit

authority to acquire the above referenced parcel. To date, negotiations with the property owner have not been successful. An offer has been made, or will be made, at fair market value. In the event an agreement cannot be reached, the ordinance authorizes the Village Attorney to file a Condemnation Suit to acquire the property as acquisition of the property is

necessary for a public purpose and in furtherance of the New Bremen TIF District

Redevelopment Project and Plan. This Ordinance is eligible for adoption.

COMMENTS:

ITEM #9

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-010 RULES AND REGULATIONS FOR

THE TINLEY PARK CIVIL SERVICE COMMISSION - Trustee Brady

ACTION: Discussion: A summary of the updated Rules and Regulations of the Civil Service

Commission was presented at Administration and Legal Committee meeting on January 14, 2020 and the Committee of the Whole meeting on February 4, 2020. The comprehensive review of the existing Rules and Regulations of the Civil Service Commission was completed in order to determine if the Rules and Regulations from 1997 adequately addressed the current landscape for employee recruitment and hiring. No comprehensive review had been undertaken in over 20 years since their adoption in 1977. Instead, only minor changes had been made to certain portions of the Rules and Regulations, as needed. Also included in this review were the changes in, and use of, technology since adoption of the Rules and Regulations in 1997, in order to determine whether or not the existing Rules and Regulations provided clear guidelines for all Commissioners, members of the public and potential employees. With the comprehensive changes to the Rules and Regulations, the Village were seeking Board of Trustee approval so that they are fully countenanced under

home rule authority. This Ordinance is eligible for adoption.

COMMENTS:

ITEM #10

SUBJECT: CONSIDER ADOPTING ORDINANCE 2020-O-011 AMENDING TITLE XI, CHAPTER

112, SECTION 112.22 OF THE TINLEY PARK MUNICIPAL CODE - REDUCTION OF

ONE (1) CLASS E LIQUOR LICENSE - President Vandenberg

ACTION: Discussion: The proposed Ordinance would decrease the number of Class E Liquor Licenses

by one (1). Currently there are only seven (7) active Class E Liquor Licenses. It has been best practice to reduce the liquor license classification when there is no establishment tied to

respective license. This Ordinance is eligible for adoption.

COMMENTS:

ITEM #11

SUBJECT:

CONSIDER ADOPTING ORDINANCE 2020-O-012 AMENDING TITLE XI, CHAPTER 112, SECTION 112.20(K)(2) OF THE TINLEY PARK MUNICIPAL CODE - CLASS K-1 LICENSE - President Vandenberg

ACTION:

Discussion: The Village Code, pursuant to \$112.20(K)(1) and \$112.20(K)(2), provides two liquor license classifications for establishments operating as a banquet/event space. A recent liquor license request for a banquet space has prompted a review of \$112.20(K)(1) and \$112.20(K)(2), to determine the best fit for current and future requests.

The Class K License could be considered a true banquet use classification, requiring such facilities to be unconnected with any other facility and hosting full sit-down meals with 250+guests. There are only two (2) Class K licenses issued at this time. The Class K-1 License aims to serve smaller banquet/event spaces with less than 250 guests. It requires the holder of the license to cater all events. There is only one (1) Class K-1 license issued at present.

Upon review of both liquor classes, it is recommended that a minor amendment be made to Class K-1 license. The Class K license will continue to provide for full sit-down meals, while the proposed amendment to Class K-1 license would allow food to be catered from outside vendors. A review of other municipalities provides that similar banquet/event spaces of smaller sizes to which the Class K-1 license applies, allow outside catering. The Village would require any outside caterers are licensed by the Village, and the Village's Health and Consumer Protection Officer has no reservations about this recommended change. Additionally, having only three (3) banquet licenses issued, the proposed amendment will provide various options for any future requests the Village may receive.

This Ordinance was discussed at the February 11, 2020, Administration and Legal Committee. With only two (2) Trustees present, there was a split vote, and the motion failed. Given this circumstance, and as Liquor Commissioner, the Mayor asks the Board as a whole to consider this minor code amendment. **This Ordinance is eligible for adoption.**

COMMENTS

ITEM #12

SUBJECT:

CONSIDER ADOPTING RESOLUTION 2020-R-014 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES FOR SMOKE TESTING AND MANHOLE INSPECTIONS - Trustee Glotz

ACTION:

Discussion: Upon completion of a formal Request for Proposal (RFP) process in Fiscal Year 2019, the contract was awarded to Sewer Assessment Services. The RFP was written as a one year contract with the option of two (2), one year extensions including a three (3) percent unit cost increase each year. This will be the first contract extension. Consider awarding a contract to Sewer Assessment Services in the estimated amount of \$98,546.72. As this contract provides for unit costs, the actual expenditures will vary based on work performed. This item was discussed at the Public Works Committee Meeting held on February 11, 2020. **This Resolution is eligible for adoption.**

COMMENTS:

ITEM #13

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-015 APPROVING A CONTRACT

BETWEEN THE VILLAGE OF TINLEY PARK AND AMS MECHANICAL SYSTEMS

FOR POST 3 ELECTRICAL IMPROVEMENTS - Trustee Glotz

ACTION:

Discussion: The following bids were received on February 4, 2020 for electrical

improvements at Post 3 storm water lift station (7350 175th Street):

Contractor:Location:Bid:AMS Mechanical ServicesWoodridge, IL\$126,870Airy's Inc.Tinley Park, IL\$148,586

Consider awarding a contract to AMS Mechanical Systems for \$126,870. This item was discussed at the Public Works Committee Meeting held on February 11, 2020. **This**

Resolution is eligible for adoption.

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ITEM #14

SUBJECT: CONSIDER ADOPTING RESOLUTION 2020-R-016 APPROVING AN

INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) FOR STREAMBANK STABILIZATION PROJECT - Trustee Glotz

ACTION:

Discussion: The Village has been presented a plan from Metropolitan Water Reclamation District of Greater Chicago (MWRD) for the construction and maintenance of the Midlothian Creek Streambank Stabilization Project, which addressed several points of Midlothian Creek streambed. MWRD had initially prepared the plans and advertised for bids on this project. However, the bids they received were more than the dollars budgeted. MWRD then contacted the Village as numerous complaints had been received by both parties regarding erosion issues at an additional location on Midlothian Creek near Scott Ct. The revised project was then put out to bid by the Village in hopes of receiving more bids and a lower overall project cost. The cost-sharing of this project requires an IGA to be approved by both parties.

The total cost breakdown for the IGA is as follows:

- 1. The District will provide for the cost of location A + location B estimated at \$749.000
- 2. The District will also provide 50% (\$117,500) of the cost for the work at Scott Court (location C)
 - a. Estimated at \$235,000 \$117,500
- 3. The Village will provide the difference between the original scope of work (A & B) and the revised scope of work (A + B + C) = \$117,500

The total project cost is projected to be \$984,000, with the District providing \$866,500, and the Village providing \$117,500. This item was discussed at the Public Works Committee Meeting held on February 11, 2020. **This Resolution is eligible for adoption.**

COMMENTS:

<u>ITEM #15</u>			
SUBJECT:	CONSIDER ADOPTING RESOLUTION NUMBER 2020-R-017 APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION PROJECT - Trustee Glotz		
ACTION:	Discussion: The Streambank Stabilization Project for Midlothian Creek were prepared by MWRD. This project entails stabilizing approximately 495 feet of the Midlothian Creek between 66th Court and Hickory Street; stabilizing approximately 80 feet of the creek bed near Scott Court and establishing and maintaining the vegetation to prevent future erosion and public safety issues.		
	The bid results are as follows; ho	wever, the low bidder as	indicated below withdrew his bid.
	Contractor Nettle Creek Nursery Misfits Construction Co. Foundation Mechanics, LLC	Location Morris, IL Chicago, IL Des Plaines, IL	Bid Total \$ 706,000 \$ 984,000 \$1,540,000
		ablic Works Committee n	npany in the amount of \$984,000. neeting held on February 11, 2020.
COMMENTS:			
ITEM #16			
SUBJECT:	CONSIDER APPROVING THE FOR THE REMAINDER OF 202		WHOLE MEETING SCHEDULE
ACTION:	Discussion: The Committee of the Park will conduct its meetings for Tuesday of each month at 6:00 p. Oak Park Avenue, Tinley Park, Il schedule for the remainder of 2	r the remainder of the 20. .m. The meetings will be Ilinois. Consider approv	20 calendar year on the first
COMMENTS:		_	
<u>ITEM #17</u>			
SUBJECT:	RECEIVE COMMENTS FROM	STAFF	
COMMENTS:			
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<u>ITEM #18</u>	DECEME COLOURS TO SE	THE DO LED	
SUBJECT:	RECEIVE COMMENTS FROM	THE BOARD	
COMMENTS:			

<u>ITEM #19</u>	
SUBJECT:	RECEIVE COMMENTS FROM THE PUBLIC -
COMMENTS:	

ITEM #20 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 SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- C. 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.

ADJOURNMENT

MINUTES OF THE SPECIAL BOARD MEETING OF THE TRUSTEES, VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, HELD FEBRUARY 4, 2020

The Special 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 S. Oak Park Avenue, Tinley Park, IL on February 4, 2020. President Vandenberg called this meeting to order at 8:00 p.m. and led the Board and audience in the Pledge of Allegiance.

Present and responding to roll call were the following:

Village President: Jacob C. Vandenberg Village Clerk: Kristin A. Thirion

Trustees: Cynthia A. Berg

William P. Brady William A. Brennan Diane M. Galante Michael G. Mueller

Absent: Michael W. Glotz

Also Present:

Village Manager: David Niemeyer Asst. Village Manager: Patrick Carr Village Attorney: Paul O'Grady

Motion was made by Trustee Berg, seconded by Trustee Brennan, to approve the agenda as written or amended for this meeting. Vote by voice call. President Vandenberg declared the motion carried.

Motion was made by Trustee Brennan, seconded by Trustee Berg, to approve and place on file the minutes of the Regular Village Board Meeting held on January 21, 2020. Vote by voice call. President Vandenberg declared the motion carried.

At this time Clerk Thirion introduced Audrey Maher, Owner of Pekoe and Bean, 17028 Oak Park Avenue. Ms. Maher presented an overview of the new tea room and coffee bar in Downtown Tinley.

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

The following Consent Agenda items were read by the Village Clerk:

A. CONSIDER REQUEST FROM FRANKFORT SCHOOL DISTRICT 157C, TO CONDUCT A RAFFLE ON FRIDAY, MARCH 6, 2020, AT THE ODYSSEY COUNRTY CLUB, 19100 RIDGELAND AVE., WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$30,000. WINNERS WILL BE DRAWN AT ODYSSEY COUNTRY CLUB.

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- B. CONSIDER REQUEST FROM RIVERSIDE HEALTHCARE FOUNDATION, TO CONDUCT A RAFFLE ON SATURDAY, MARCH 1, 2020, AT THE Tinley Park CONVENTION CENTER, 18451 CONVENTION CENTER DR., WITH THE MAXIMUM VALUE OF THE PRIZE NOT TO EXCEED \$4,999. WINNERS WILL BE DRAWN AT THE CONVENTION CENTER.
- C. CONSIDER REQUEST FROM LES TURNER ALS FOUNDATION, TO CONDUCT A TAG DAY FUNDRAISER ON SATURDAY, MAY 9, 2020, AT CERTAIN INTERSECTIONS IN THE VILLAGE OF TINLEY PARK.
- D. CONSIDER ADOPTING RESOLUTION 2020-R-006 AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY (RTA); COUNTY OF COOK; VILLAGE OF FOREST VIEW; VILLAGE OF TINLEY PARK; VILLAGE OF LEMONT; VILLAGE OF ORLAND PARK; ELK GROVE VILLAGE; VILLAGE OF MELROSE PARK; VILLAGE OF HAZEL CREST; VILLAGE OF NORTH BROOK AS PLAINTIFFS AND THE VILLAGE OF CHANNAHON, MINORITY DEVELOPMENT COMPANY, LLC, AND MTS CONSULTING, LLC, AND NON-PARTY SOUTHWEST JET FUEL CO. AS DEFENDANTS RELATIVE TO COOK COUNTY CONSOLIDATED CASES 2011 CH 29744 AND 2011 CH 34266 INVOLVING THE MATTER OF SOURCING AND REPORTING OF SALES TAXES.
- E. CONSIDER ADOPTING RESOLUTION 2020-R-007 APPROVING A FIVE (5) FOOT UTILITY EASEMENT ALONG THE EAST PROPERTY LINE OF 17309 OAK PARK AVENUE (PROPERTY OF JAMES FUENTES).
- F. CONSIDER ADOPTING RESOLUTION 2020-R-008 AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND PROVIDENCE BANK & TRUST CONSENTING TO THE COLLATERAL ASSIGNMENT OF THE SOUTH STREET REDEVELOPMENT PROJECT.
- G. CONSIDER PAYMENT OF OUTSTANDING BILLS IN THE AMOUNT OF \$2,452,935.88 AS LISTED ON THE VENDOR BOARD APPROVAL REPORTS DATED JANUARY 24 AND JANUARY 31, 2020.

President Vandenberg asked if anyone from the Board would like to remove or discuss any items from the Consent Agenda. No items were removed or discussed. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adopt **ORDINANCE 2020-O-003 GRANTING A MAP AMENDMENT (REZONING) FOR TWO (2) PROPERTIES LOCATED AT 17100 AND 17110 HARLEM AVENUE FROM THEIR EXISTING B-4 (OFFICE AND SERVICE BUSINESS) AND R-1 (SINGLE-FAMILY RESIDENTIAL) ZONING DISTRICTS TO THE B-1 (NEIGHBORHOOD SHOPPING) ZONING DISTRICT.** The Petitioner, Vequity LLC, is seeking to rezone the two (2) properties located at the Southwest Corner of Harlem Avenue and 171st Street from their current zoning to the B-1, Neighborhood Shopping zoning district. The purpose of the rezoning is to allow for the construction of an automotive service (gas) station. The proposed gas station site includes ten (10) vehicle fueling stations and a 3,511 sq. ft. convenience store building.

The Plan Commission held a Public Hearing on January 2, 2020 and voted 5-0 to recommend approval of the Map Amendment (Rezoning) in accordance with the plans as listed in the "Listed Reviewed Plans" and Findings of Fact in the January 2, 2020, Staff Report.) President Vandenberg asked if anyone would like to address the Board. Trustee Galante stated she has concerns with changing the zoning at this location. Citizens noted concerns about flood control at this location with the change in the elevation of the land. Concerns were also stated regarding traffic due to this development. The engineer for the development, Bill Perry of Watermark Engineering, addressed the citizens' concerns noting that permits have been required from the Metropolitan Water Reclamation District (MWRD), Illinois Department of Transportation (IDOT) and the Village for this development. Police Chief Walsh stated that semi-trucks and tank trucks are restricted from using residential streets. Mr. Perry noted that deliveries will enter via Harlem Avenue or 171st Street. David Sosin, attorney for the developer, stated an extensive traffic study has been done. This study was approved by Cook County and IDOT. He also noted that this project has been reviewed and approved by the Plan Commission. Mayor Vandenberg noted that a business gap analysis was completed by the Village and fueling stations were in the top two (2) for businesses needed by the Village. A citizen asked if this fueling station would have pumps for semi-trucks. Mr. Perry stated it would not. Vote on roll call: Ayes: Berg, Brady, Brennan, Mueller. Nays: Galante. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt RESOLUTION 2020-R-003 APPROVING AND ACCEPTING A FINAL PLAT OF RESUBDIVISION FOR SOUTHLANDS FIRST CONSOLIDATION LOCATED AT 17100 HARLEM AVENUE. The Petitioner, Vequity LLC (contract purchaser/developer), has requested Final Plat approval for the Southlands First Consolidation associated with the proposed 7-Eleven gas station and convenience store at 17100 Harlem Avenue. The Plat will consolidate two (2) parcels along Harlem Ave resulting in a single .961-acre parcel. The Plat also includes all existing utility easements, cross-access easements to neighboring properties, and a sidewalk easement for installation of a public sidewalk on a portion of the property. The Plan Commission reviewed the Final Plat of Resubdivision with a recommended condition that the approval is subject to Final Engineering Plan approval by the Village Engineer on January 2, 2020, and voted 5-0 to recommend approval. President Vandenberg asked if anyone would like to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Mueller. Nays: Galante. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to adopt **ORDINANCE 2020-O-004 GRANTING A SPECIAL USE FOR AN AUTOMOBILE SERVICE (GAS) STATION TO PERMIT THE CONSTRUCTION OF A 7-ELEVEN GAS STATION AT 17100 HARLEM AVENUE IN THE B-1 (NEIGHBORHOOD SHOPPING) ZONING DISTRICT (VEQUITY, LLC, PETITIONER).** The Petitioner, Vequity LLC, is seeking a Special Use Permit for an automobile service (gas) at 17100 Harlem Avenue in the B-1 (Neighborhood Shopping) Zoning District. The proposed gas station site includes ten (10) vehicle fueling stations and a 3,511 sq. ft. convenience store building. The Plan Commission held a Public Hearing on January 2, 2020 and voted 5-0 to recommend approval of the Special Use with recommended conditions in accordance with the plans as listed in the "Listed Reviewed Plans" and Findings of Fact in the January 2, 2020 Staff Report. Since the Village Board meeting held on January 21, the developer has revised their plans to increase the distance between fuel pumps from 23' feet to 25' in order to provide more space for vehicles. President Vandenberg asked if anyone would like to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Mueller. Nays: Galante. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adopt ORDINANCE 2020-O-

005 GRANTING VARIATIONS FROM THE ZONING ORDINANCE RELATED TO THE LOT SIZE, LOT WIDTH, LOT DEPTH, DRIVE AISLE WIDTH AND FREESTANDING SIGN SETBACK FOR THE PROPOSED 7-ELEVEN GAS STATION AND CONVENIENCE STORE SITE LOCATED AT 17100 HARLEM AVENUE IN THE B-1 (NEIGHBORHOOD **SHOPPING) ZONING DISTRICT.** The Petitioner, Vequity LLC (contract purchaser/developer), is seeking the five (5) variations related to lot size, lot width, lot depth, drive aisle width and freestanding sign setback as part of its proposal to redevelop the property at 17100 Harlem Avenue for a 7-Eleven gas station site that includes ten (10) vehicle fueling stations and a 3,511 sq. ft. convenience store building. The Plan Commission held a Public Hearing on January 2, 2020 and voted 5-0 to recommend approval of the five variations and adopt the Findings of Fact in accordance with the plans as listed in the "Listed Reviewed Plans" as indicated in the January 2, 2020, Staff Report. President Vandenberg asked if anyone would like to address the Board. A citizen asked if this variance could have been avoided if the development purchased more land to the south. Community Development Director, Kimberly Clarke, stated no, the variance is due to the width of the property not the depth. Vote on roll call: Ayes: Berg, Brady, Brennan, Mueller. Nays: Galante. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt ORDINANCE 2020-O-006 GRANTING A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 16800 OAK PARK AVENUE - AN ENGLISH GARDEN LLC. The Petitioner, Kim McAulife of An English Garden LLC, is seeking a Special Use Permit to convert the second floor of a Heritage Site, located at 16800 Oak Park Avenue, to a 1,214 sq. ft. three-bedroom apartment. The first-floor is utilized by the Petitioner's business, An English Garden Florist and Gifts, which opened in November 2019. The property is known as the Fulton Home and is a culturally and historically significant property with the original home constructed circa 1859. A Special Use is required for the conversion of a Heritage Site to a mixed-use property in the Neighborhood General (NG) Zoning District. The Plan Commission held a Public Hearing on January 16, 2020 and voted 8-0 to recommend approval of the Special Use in accordance with the plans as listed in the "Listed Reviewed Plans" and Findings of Fact in the January 16, 2020, Staff Report. President Vandenberg stated that on September 5, 2019 he submitted a letter to the Clerk stating that he works with An English Garden on behalf of his family business; therefore, he is recusing himself from voting and all discussion regarding this item, he noted that he sent an email to the Clerk regarding this. President Vandenberg asked if anyone would like to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Brennan, to adopt CONSIDER RESOLUTION 2020-R-009 APPROVING A PARKING LEASE AND MAINTENANCE AGREEMENT WITH AN ENGLISH GARDEN, LLC FOR PROPERTY LOCATED AT 16800 OAK PARK AVENUE. The Petitioner, Kim McAullife of An English Garden, LLC, recently purchased and renovated the property at 16800 Oak Park Avenue to operate a second location for her flower and gift business. The property has historically utilized parking located on the south side of the 168th Street right-of-way to meet their parking minimums. The Parking Lease and Maintenance Agreement allows the owner of the property and its tenants the non-exclusive use of the parking along with maintenance responsibilities of the parking area (including snow plowing, pavement and landscaping). The Agreement has been reviewed by the Village Attorney and requires approval by the Village Board. President Vandenberg stated again that he is recusing himself from voting and all discussion regarding this item. President Vandenberg asked if anyone would like to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adopt ORDINANCE 2020-O-007 GRANTING A MASONRY VARIATION FOR THE PROPERTY LOCATED AT 17305 68TH **COURT.** The Petitioner, Mark Weber, is seeking a Variation to permit construction of a new single-family residential home without the required first-floor masonry per Section V.C.4.B. of the Zoning Ordinance at 17305 68th Court in the R-4, Single-Family Residential Zoning District. The Petitioner is seeking to construct his new home in a Craftsman architectural style, which does not traditionally utilize brick. The existing neighborhood architecture is a mix of homes with and without first floor masonry. The Zoning Board of Appeals held a Public Hearing on January 23, 2020 and voted 4-0 to recommend approval of the requested Variation in accordance with plans as listed in the "List of Reviewed Plans" and recommended conditions in the January 23, 2020, Staff Report. President Vandenberg asked if anyone would like to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante seconded by Trustee Berg, to adopt RESOLUTION 2020-R-011 (IDOT RESOLUTION 20-00000-00-GM) AUTHORIZING AN APPROPRIATION OF UP TO \$2,034,000 IN MFT FUNDS FOR THE FY2021 PAVEMENT MANAGEMENT PROGRAM. This Resolution between the Village of Tinley Park and the Illinois Department of Transportation would authorize the appropriation of up to \$2,034,000 in MFT funds for the purpose of maintaining streets and highways under the applicable provision of the Illinois Code from January 1, 2020 to December 31, 2020. Actual expenditures under this resolution will be subject to the amount of funds available. The total program cost is not expected to exceed \$4,115,000. Funding was discussed at the Committee of the Whole meeting held prior to this meeting. Passage of this resolution will allow the Village to competitively bid the project prior to the first major State controlled bid letting in an effort to obtain the best possible unit pricing. This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Vandenberg asked if anyone would like to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Galante, seconded by Trustee Mueller, to adopt RESOLUTION 2020-R-012 APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND ROBINSON ENGINEERING FOR ENGINEERING SERVICES RELATED TO THE FY2021 PAVEMENT MANAGEMENT PROGRAM. This agreement between the Village of Tinley Park and Robinson Engineering would include preliminary design engineering and field services for the FY2021 Pavement Management Program (PMP). Final costs of this agreement are in accordance with State requirements and will be based on a percentage basis of the PMP awarded contract amount (3.5% for design and 6% for construction observation). This item was discussed at the Committee of the Whole meeting held prior to this meeting. President Vandenberg asked if anyone would like to address the Board. No one came forward. Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

At this time, President Vandenberg asked if anyone from the Staff would care to address the Board.

Police Chief Walsh stated that the Tinley Park Police, in conjunction with police departments in neighboring communities, are promoting an aggressive Lock It or Lose It campaign. Chief Walsh also stated they will be working with these neighboring communities with additional police details due to the recent rash of car burglaries in the area.

At this time, President Vandenberg asked if anyone from the Board would care to address the Board.

February 4, 2020

Village Clerk Thirion stated that the Cook County Board of Commissioners passed ordinances to authorize a property tax abatement in their jurisdictions for the surviving spouses of Cook County's fallen heroes. The program serves surviving spouses of a fallen police officer, soldier or rescue worker. The program will recognize and honor the ongoing impact of this sacrifice on these families. The program can abate up to 100% of a surviving spouse's Cook County property tax liability. Surviving spouses may apply for the abatement with the Cook County Board of review.

She also noted that beginning in Mid-March households throughout the United States will receive an invitation to respond to the 2020 Census Questionnaire. Households will have the option of responding online, by mail, or by phone. The dates which the information will be delivered to citizens from the U.S. Census are:

- March 12th 20th An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.);
- March 16th 24th A reminder letter will be sent to households that did not respond;
- March 26th April 3rd A reminder postcard will be sent;
- April 8th 16th A reminder letter and paper questionnaire will be sent;
- April 20th April 27th A final reminder postcard will be sent before the Census Bureau will follow up in person.

The Clerk's Office will provide access to the internet for citizens to respond online at the Village Hall. The Tinley Park Public Library will also have computers available for citizen use to respond. The U.S. census counts every resident in the United States. The data collected by the census determine the number of seats each state has in the U.S. House of Representatives (a process called apportionment) and is also used to distribute billions in federal funds to local communities.

Trustee Berg noted that after doing some comparisons with Orland Park in regards to Tax Increment Financing (TIF), she feels the Village of Tinley Park needs to work harder for Economic Development. She noted that Orland Park, which is 36% larger than Tinley Park, has one (1) TIF District, covering twenty-seven (27) acres, while Tinley Park has four (4) TIF Districts covering 1,216 acres. Orland Park has one tenth of one percent of its land falls under TIF, while Tinley Park has 12% of its land falls under TIF.

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

A citizen asked if the 7-11 at 171st Street and Oak Park Avenue would close if the fueling station and convenience store opens at 171st and Harlem. Kimberly Clarke stated yes it would be closing. This citizen also stated concerns with the appearance of the Tinley Park Roller Rink on Oak Park Avenue and asked if a business is going into the building at approximately 7100 171st Street. Ms. Clarke stated it has been purchased and is under renovation.

A citizen stated concerns about the type of business that might be going into the 7-11 at 171st and Oak Park Avenue if it should close.

Motion was made by Trustee Mueller, seconded by Trustee Berg, at 8:56 p.m. to adjourn to Executive Session to discuss the following:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- B. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- C. 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.
- D. COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES OR THEIR REPRESENTATIVES, OR DELIBERATIONS CONCERNING SALARY SCHEDULES FOR ONE OR MORE CLASSES OF EMPLOYEES.
- E. LITIGATION, WHEN AN ACTION AGAINST, AFFECTING OR ON BEHALF OF THE PARTICULAR PUBLIC BODY HAS BEEN FILED AND IS PENDING BEFORE A COURT OR ADMINISTRATIVE TRIBUNAL, OR WHEN THE PUBLIC BODY FINDS THAT AN ACTION IS PROBABLE OR IMMINENT, IN WHICH CASE THE BASIS FOR THE FINDING SHALL BE RECORDED AND ENTERED INTO THE MINUTES OF THE CLOSED MEETING.

Vote on roll call: Ayes: Berg, Brady, Brennan, Galante, Mueller. Nays: None. Absent: Glotz. President Vandenberg declared the motion carried.

Motion was made by Trustee Brady, seconded by Trustee Mueller, to adjourn the Executive Session and reconvene the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and reconvened the special Board meeting at 9:55 p.m.

Motion was made by Trustee Mueller, seconded by Trustee Berg, to adjourn the regular Board meeting. Vote by voice call. President Vandenberg declared the motion carried and adjourned the special Board meeting at 9:55 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:

	THITTE VEE
	Village President
ATTEST:	
Village Clerk	

SENDA 2/19/2020	VII I AGE OF TINI EV	D 1 1
ENDA - 2/18/2020.	TINLEY PARK BUSINESS SPOTLIGHT Trustee Glotz	Page

AGENDA YOUTH IN GOVERNMENT MEETING OF THE VILLAGE BOARD OF TINLEY PARK – Kallsen Conference Center February 18, 2020

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

	Village Reps	Student Reps
A. MAYOR	Jacob Vandenberg	Adora E-Ogbeide- Andrew H.S.
B. VILLAGE CLERK	Kristin A. Thirion	Dante Redmond- Andrew H.S.
C. VILLAGE TRUSTEES 1. ADMINISTRATION & LEGAL 2. COMMUNITY DEVELOPMENT 3. FINANCE 4. PUBLIC SAFETY 5. MARKETING 6. PUBLIC WORKS	William Brady Michael Mueller Diane Galante William Brennan Cynthia Berg Michael Glotz	Julia Bush- <i>T.P.H.S.</i> Emma Goyola- <i>T.P.H.S.</i> Erik Schutte- <i>T.P.H.S.</i> Haaris Malik- <i>LW-East H.S.</i> Brian Moriarity- <i>T.P.H.S</i> Ilias Sadiki- <i>Andrew H.S.</i>
D. VILLAGE MANAGER	David Niemeyer	Erin Tinerella- Andrew H.S.
E. ASST. VILLAGE MANAGER/DIRECTOR OF EMA	Pat Carr	Jackson Skanberg- T.P.H.S.
F. VILLAGE ATTORNEY	Paul O'Grady	Alexandra Sullivan- Andrew H.S.
G. COMMUNITY DEVELOPMENT DIRECTOR	Kimberly Clarke	Lainey O'Boyle- LW-East H.S.
H. ASSISTANT DIRECTOR OF PUBLIC WORKS	John Urbanski	Ethan Ryan- Andrew H.S.
I. VILLAGE ENGINEER	Colby Zemaitis	Mia Ricceli- Andrew H.S.
J. VILLAGE TREASURER	Brad Bettenhausen	Marena Moorer- T.P.H.S.
K. FIRE CHIEF/DEPUTY FIRE CHIEF	Forest Reeder	Nolan Enright- LW-East H.S.
L. POLICE CHIEF	Matthew Walsh	Brianna Clayton- T.P.H.S.
M. LIBRARY BOARD	Barbara Rose Whalen	Gianna Vita- LW-East H.S.
N. MARKETING DIRECTOR	Donna Framke	Patricio Flores- Andrew H.S.

4. CONSIDERATION NUMBER 1

5. CONSIDERATION NUMBER 2

6. CONSIDERATION NUMBER 3

7. RECEIVE COMMENTS FROM THE FLOOR

8. ADJOURNMENT

CONSIDER THE APPOINTMENT OF JAMES OSTROM TO THE POSITION OF BUILDING OFFICIAL

Trustee Mueller

RAFFLE LICENSE APPLICATION

VILLAGE OF TINLEY PARK	
16250 South Oak Park Avenue	



	DATE:					
	NAME OF ORGANIZATION: Good Shepherd Manor					
2.	ADDRESS: 4129 N. State Route 1-17, Momence, IL 60954					
3.	MAILING ADDRESS IF DIFFERENT FROM ABOVE: P.O. Box 260, Momence, IL 60954					
4.	ADDRESS OF PLACE FOR RAFFLE DRAWING The Odyssey Venue, 19110 S. Ridgeland Avenue, Tinley Park, IL 60477					
5.	CHECK TYPE OF NOT-FOR-PROFIT ORGANIZATION: (MUST BE IN EXISTENCE FOR A PERIOD OF FIVE (5) YEARS AND ATTACHED DOCUMENTARY EVIDENCE)					
	RELIGIOUS CHARITABLE LABOR FRATERNAL					
	EDUCATIONAL VETERANS BUSINESS HUMAN SERVICES [
6.	HOW LONG HAS THE ORGANIZATION BEEN IN EXISTENCE: 49 Years					
7.	PLACE AND DATE OF INCORPORATION: Momence, IL - March 1, 1971					
8.	. NUMBER OF MEMBERS IN GOOD STANDING: N/A					
9.	9. PRESIDENT/CHAIRPERSON: Bruce Fitzpatrick, President					
ADDRESS: Good Shepherd Manor, P.O. Box 260, Momence, IL 60954 PHONE: 815-472-3700x13						
10	. RAFFLE MANAGER: Erin Richey, Director of Development					
	ADDRESS: Good Shepherd Manor, P.O. Box 260, Momence, IL 60954					
PHONE: 815-472-3700 ext. 1012 Email: erichey@goodshepherdmanor.org						
11	. DESIGNATED MEMBER(S) RESPONSIBLE FOR CONDUCT & OPERATION OF RAFFLE:					
	NAME: Jan Jackson, Coordinator of Special Events & Public Relations					
	ADDRESS: GSM, P.O. Box 260, Momence, IL 60954 PHONE: 815-472-3700 ext. 1014					
	NAME:					
	ADDRESS:PHONE:					

RAFFLE INFORMATION

12. DATE(S) FOR RAFFLE TICKET SALES (INCLUDE	E DAYS OF THE WEEK)
February 28, 2020 through to the day of the event on Suno	lay, April 26, 2020
13. LOCATION OF TICKET SALES:	
Good Shepherd Manor and The Odyssey Venue	
14. LOCATION FOR DETERMINING WINNERS:	
The Odyssey Venue	
15. DATE(S) FOR DETERMINING WINNERS: (INCLUSION) Sunday, April 26, 2020	JDE DAYS OF THE WEEK)
16. TOTAL RETAIL VALUE OF ALL PRIZES:	\$ \$850.00
17. MAXIMUM RETAIL VALUE OF EACH PRIZE:	(MAXIMUM PRIZE AMOUNT \$250,000) \$ \$500.00
18. MAXIMUM PRICE CHARGED OF EACH TICKET	C(CHANCE) SOLD \$ \$10/each or 3 for \$25
19. § 132.38 FIDELITY BOND REQUIRED	
All operations of and the conduct of raffles as provided f supervision of a single manager designated by the organ fidelity bond in the sum of \$165,000 or two times the agg in favor of the licensee conditioned upon his honesty in to shall provide that notice shall be given in writing to the days prior to cancellation. Bonds as provided for in this license issued for such raffle shall contain a waiver prov unanimous vote of the members of the licensed organization.	ization. Such manager shall give a regate value of prizes, whichever is less, he performance of his duties. The bond Village of Tinley Park not less than 30 section may be waived provided the ision and shall be approved only by
FIDELTITY BOND WAIVER OF BOND ST	FATEMENT BY ORGANIZATION 🔽
"The undersigned attest that the above named organization the State of Illinois and has been continuously in existence for and that during this entire five (5) year period preceding domembership actively engaged in carrying out its objections. of perjury that all statements in the foregoing application and workers of the game are bona fide members of the spocharacter and have not been convicted of a felony; that if a libe responsible for the conduct of the games in accordance Illinois and this jurisdiction governing the conduct of such g	five (5) years, preceding date of this application ate of application, it has maintained a bona fide. The undersigned do hereby state under penalties are true and correct; that the officers, operator, insoring organization and are all of good mora cense is granted hereunder, the undersigned will with the provisions of the laws of the State of
NAME OF ORGANIZATION: Good Shepherd Manor	
EXECUTIVE DIRECTOR: But Afford	





February 6, 2020

Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477

To Whom It May Concern:

We are writing this letter to inform you that Good Shepherd Manor's board members have decided to waive the fidelities bond requirement for the Raffle Drawing that will take place at our 46th Annual Brunch Auction on April 26, 2020 at the Odyssey Venue in Tinley Park, Illinois.

Respectfully,

Bruce Fitzpatrick

President

Bro. Alphonsus Brown
Bro. Alphonsus Brown

Assistant Administrator

BF/AB/jj



Date: February 6, 2020

To: Public Works Committee

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Resolution of Support for Will County Department of Transportion

Prepared for February 11, 2020 Public Works Committee Meeting and February 18, 2020 Village Board Meeting for consideration and possible action:

<u>Description:</u> The Village has been approached by the Will County Department of Transportion to pass a Resolution of Support for the improvements to 80th Avenue from 183rd Street to 191st Street in Will and Cook County.

Will County is in the process of preparing contract plans and acquiring additional right of way needed for the improvements of 80th Avenue from 183rd Street to 191st Street. This work is within the corporate limits of the Village of Tinley Park.

This resolution will show the Village's support of improvements being made to 80th Avenue and Will County handling the right of way and easement acquisitions instead of the Village.

Staff Direction Request:

- 1. Approve resolution and direct to Village Board for approval.
- Direct Staff as necessary.

Attachments:

- 1. Resolution of Support
- 2. Plat of Highways



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2020-R-013

A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF 80TH AVENUE FROM SOUTH OF TIMBER DRIVE EXTENDING TO THE SOUTH OF THE INTERSECTION OF 191ST STREET BY THE COUNTY OF WILL

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

RESOLUTION NO. 2020-R-013

A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF 80TH AVENUE FROM SOUTH OF TIMBER DRIVE EXTENDING TO THE SOUTH OF THE INTERSECTION OF 191ST STREET BY THE COUNTY OF WILL

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 County of Will, in cooperation with the Cook County Department of Transportation and the Village of Tinley Park, is in the process of preparing contract plans and acquiring additional right of way needed for the improvements of 80th Avenue (County Highway 83) from south of Timber Drive extending to the south of the intersection of 191st Street; and

WHEREAS, the improvement along this section of 80th Avenue lies within the corporate limits of the Village of Tinley Park; and

WHEREAS, the Village of Tinley Park, in order to facilitate the free flow of traffic and to insure safety to the motor public and residents of the Village, is desirous of the improvement of 80th Avenue (County Highway 83)) from south of the intersection of Timber Drive extending to the south of the intersection of 191st Street; and

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

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

Section 2: That the Mayor and Village Board find and hereby declare that it is in the best interests of the Village of Tinley Park to provide their support for the right of way and easement acquisitions and the improvement of 80th Avenue (County Highway 83) from south of the intersection of Timber Drive extending south of the intersection of 191st Street by the County of Will.

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

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

ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

Park on a roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	
APPROVED this 18th day of February, 2020, 1	by the President of the Village of Tinley Park.
ATTEST:	Village President

AGENDA - 2/18/2020, A		VILLAGE OF TINLEY	Page 22
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. 2020-R-013, "A RESOLUTION OF SUPPORT FOR THE IMPROVEMENT OF THE 80TH AVENUE FROM SOUTH OF TIMBER DRIVE EXTENDING TO SOUTH OF THE INTERSECTION OF 191ST STREET BY THE COUNTY OF WILL," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

\bigcirc		

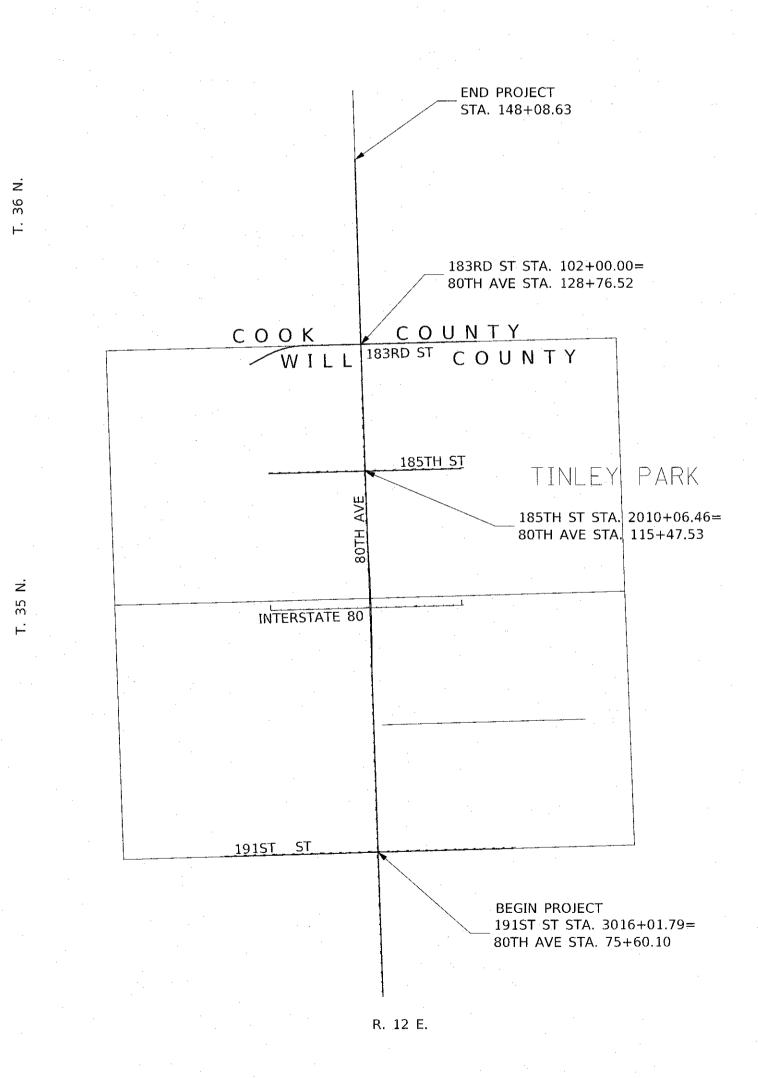
PARCEL NUMBER	OWNER	SHEET NUMBER	PROPERTY ACQUIRED BY]
0001A 0001B 0001TE-A 0001TE-B	THE DEMUS FAMILY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP	2 & 4	ACCURED DI	-
0001TE-C 0002 0002TE-A 0002TE-B	THE DEMUS FAMILY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP	3 & 4		
0003 0003TE	SAVANNAH LYNN WRIGHT	5		
0004A 0004B 0004TE 0005	PANTERRA DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY SAVANNAH LYNN WRIGHT	5 & 6		
0006	BILL DOOGAN AND SANDRA L. DONOVAN SUCCESSOR CO-TRUSTEES OF THE WILLIAM C. DOOGAN TRUST AS TO AN UNDIVIDED 1/2 INTEREST AND BILL DOOGAN AND SANDRA L. DONOVAN SUCCESSOR CO-TRUSTEES OF THE LOUISE DOOGAN TRUST AS TO AN UNDIVIDED 1/2 INTEREST AS TENANTS IN COMMON	5 & 6 7		
0007TE	FITZSIMMONS SURGICAL SUPPLY, INC.	7		
0008TE-A 0008TE-B	SPEEDWAY EAT #3 LLC, A DELAWARE LIMITED LIABILITY COMPANY	8		_
0009 0009TE-A 0009TE-B	W 185 STREET OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY	8		
0010A 0010B 0010TE	W 183 STREET OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY	9 & 10		
0011TE	CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO BMO HARRIS BANK NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO NLSB AS TRUSTEE UNDER TRUSTEE AGREEMENT DATED MARCH 11, 2002 AND KNOWN AS TRUST NUMBER 2645	11		
0012 0012TE	BYLINE BANK-TINLEY PARK BRANCH SUCCESSOR TO ALLEGIANCE COMMUNITY BANK	12		
0013 0013TE-A 0013TE-B	8021 CONDOMINIUM ASSOCIATION ON BEHALF OF THE UNIT OWNERS AS THEIR INTERESTS MAY APPEAR	12		
0014 0014TE	COMCAST ABB MANAGEMENT CORPORATION, A COLORADO CORPORATION	13		
0015TE	GOLDMINE INVESTMENTS, LLC	14		
0016TE	DONALD J. O'DONNELL AND JANE S. O'DONNELL, HUSBAND AND WIFE, AS TENTANTS BY THE ENTIRETY	14		
0017TE	HECTOR GOMEZ AND SUSAN GOMEZ, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	14		
0018TE	SYED SHAKIL AHMAD AND RAKHSHANDA M. AHMAD, HUSBAND AND WIFE, AS TENANTS IN COMMON	15		
0019TE	JERRY KMIEC AND ELIZABETH A. KMIEC, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	15		
0020TE	LAURENCE A. BENDA AND CAROL A. BENDA AS TRUSTEES OF THE BENDA FAMILY 2014 TRUST, U/T/A DATED JULY 28, 2014	15		
0021TE	KENNETH A. GEORGE AND ELLEN GEORGE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	15		
0022TE	SUBODH K. UPRETI AND JEANNE E. UPRETI, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	15		
0023TE	GREGORY J. BRZESZKIEWICZ AND ELIZABETH M. BRZESZKIEWICZ, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	15		
0024 0024TE	ANTHONY J. SAGE AND IMMACOLATA M. SAGE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	16		_
0025TE	BASEL ABUSHABAN, ZIAD SHARAF TAMIMI AND SALLY SHUWEIKEH, HUSBAND AND WIFE, AND LAILA SHARAF TAMIMI	16		_
0026TE	JOHN M. IZZI	16		
0027TE	DAVID J. ROGERS AND CHERI A. ROGERS, AS THEIR INTEREST MAY APPEAR	16		
0028TE	TRACI A. SUCHARSKI AND CHRISTOPHER D. SEPS, AS JOINT TENANTS	16		1
0029TE	EDUARDO P. GERMINO	17		
0030TE	MARK J. KONIOR AND CHRISTINE B. KONIOR, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	17		
0031TE	MATTHEW L. VISSER AND RYAN S. VISSER, HUSBAND AND WIFE, AS TENANT BY THE ENTIRETY	17		
0032TE	BERNARD C. SANTOS AND MARIANNE D. SANTOS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	17		
0033TE	FIRST MIDWEST BANK AS SUCCESSOR TO PALOS BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 27, 2003 KNOWN AS TRUST NO. 1-5644	17		
0034TE	MANUEL VIEYRA AND SYLVIA VIERYA, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY	17		
0035TE	RENJITH R. CHANDY AND RENY S. ROY, AS TENANTS BY THE ENTIRETY	18		
0036TE	THE VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION	18		
0037TE	BRADLEY BLAKE AND TRACY BLAKE AS CO-TRUSTEES OF THE BRADLEY BLAKE AND TRACY BLAKE 2014 JOINT REVOCABLE TRUST AGREEMENT	18		
0038TE	GERRON THURMAN AND ANUSUYA DHEWAJU, IN JOINT TENANCY	18		
0039TE 0040TE	JEFF E. GARDNER VINCENT TOLBERT, A MARRIED MAN	18 19		_
0041 0041 0041TE	THE VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION	17, 20 & 21		
0042	THE VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION	19		-

WILL COUNTY DIVISION OF TRANSPORTATION

PLAT OF HIGHWAYS

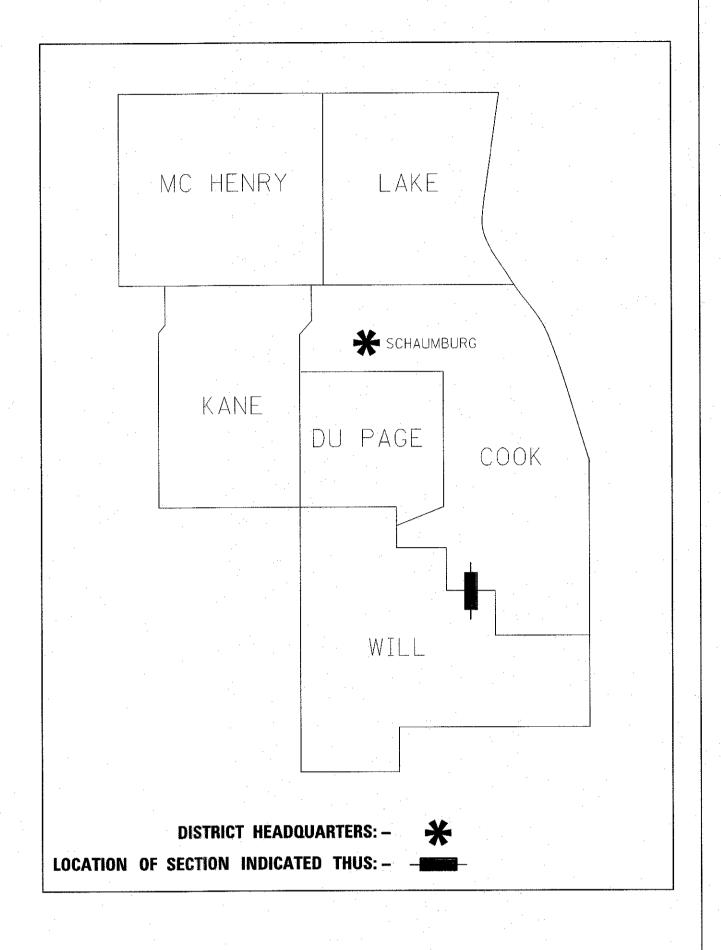
FAU 2755 80th AVENUE (CH83) SECTION 06-00122-16-FP WILL & COOK COUNTY LIMITS 191st ST TO 183rd ST

R-55-001-97



LOCATION MAP

GROSS LENGTH = 10683.05 FT. = 2.023 MILE 80TH AVE NET LENGTH = 6269.00 FT. = 1.187 MILE 183RD ST NET LENGTH = 2408.63 FT. = 0.456 MILE 185TH ST NET LENGTH = 2005.42 FT. = 0.380 MILE



REVISED: 12-18-2019 REVISED: 11-18-2019 REVISED: 10-7-2019



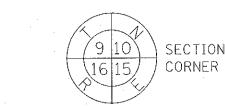
Ruettiger, Tonelli & Associates, Inc. 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101

R.T. & A. Dwg. No.: 2018-1465.00

IDOT USE ONLY

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—— PLATTED LOT LINES.

PROPERTY (DEED) LINE

<u>APL</u> APPARENT PROPERTY LINE

15 SECTION CORNER

SECTION / QUARTER SECTION LINE

GRAPHIC SCALE FEET

SCALE: 1"=50"

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——————— PROPOSED CENTERLINE ---- EXISTING RIGHT OF WAY LINE PROPOSED RIGHT OF WAY LINE ----- EXISTING EASEMENT ----- PROPOSED TEMPORARY EASEMENT

------ EXISTING ACCESS CONTROL LINE — AC — PROPOSED ACCESS CONTROL LINE MEASURED DIMENSION

129.32' (COMP) (129.32')

129.32'

COMPUTED DIMENSION RECORDED DIMENSION EXISTING BUILDING

IRON PIPE OR ROD FOUND ⊕ "MAG" NAIL SET CUT CROSS FOUND OR SET . 5 / 8" REBAR SET

STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED % INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS) RIGHT OF WAY STAKING PROPOSED TO BE SET

-ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED. -COORDINATES. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011

-ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9999641157. -AREAS SHOWN ON THIS PLAT ARE "GROUND"

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN LLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 2, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE WILL COUNTY DIVISION OF TRANSPORTATION.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3425 LICENSE EXPIRATION DATE: 11/30/2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.





Ruettiger, Tonelli & Associates, Inc. Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101

R.T. & A. Dwg. No.: 2018-1465.00

COUNTY: WILL

JOB NO.: R-55-001-97

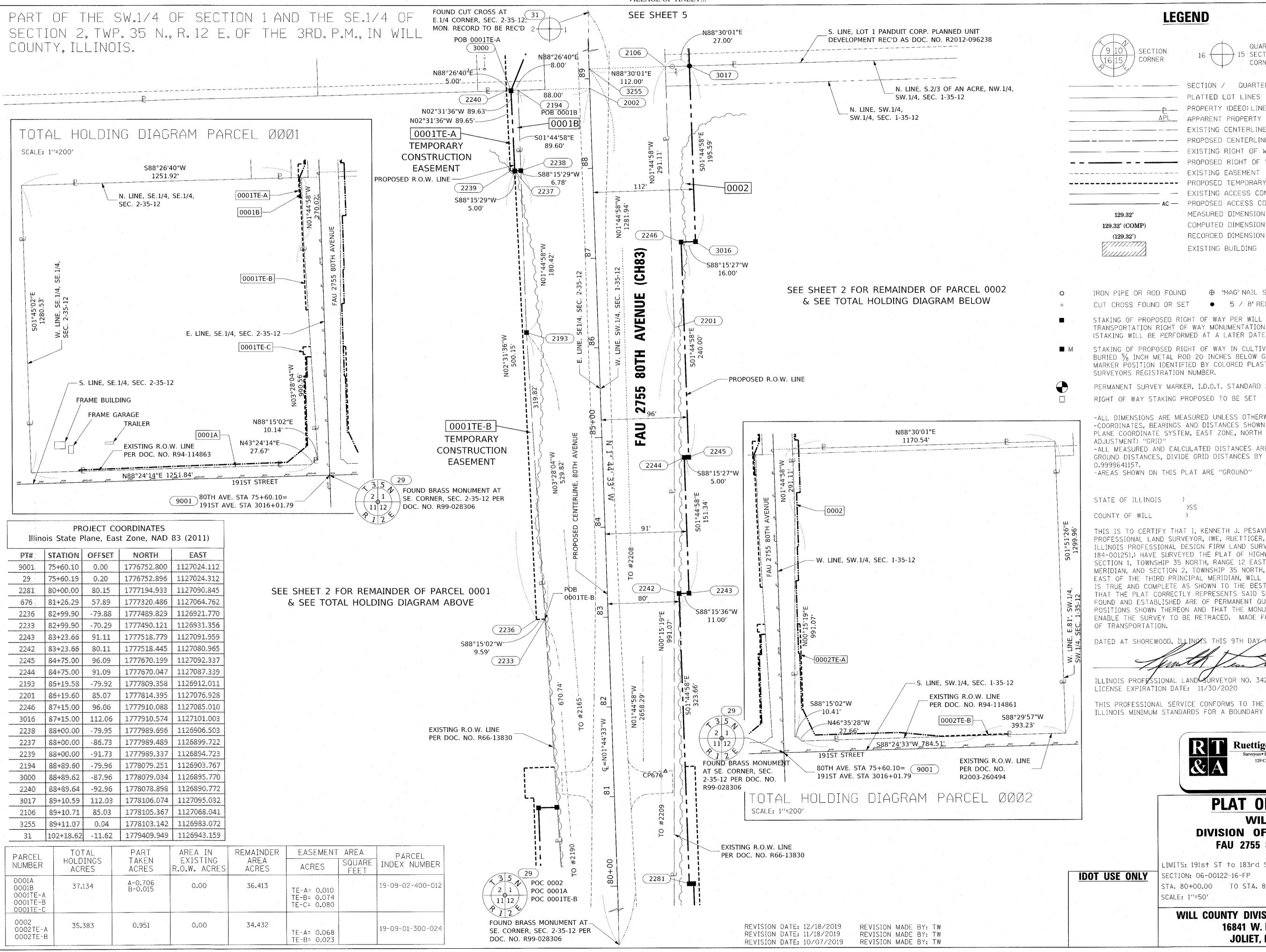
SHEET 4 OF 21 SHEETS

PLAT OF HIGHWAYS **WILL COUNTY DIVISION OF TRANSPORTATION** FAU 2755 80th AVENUE(CH83)

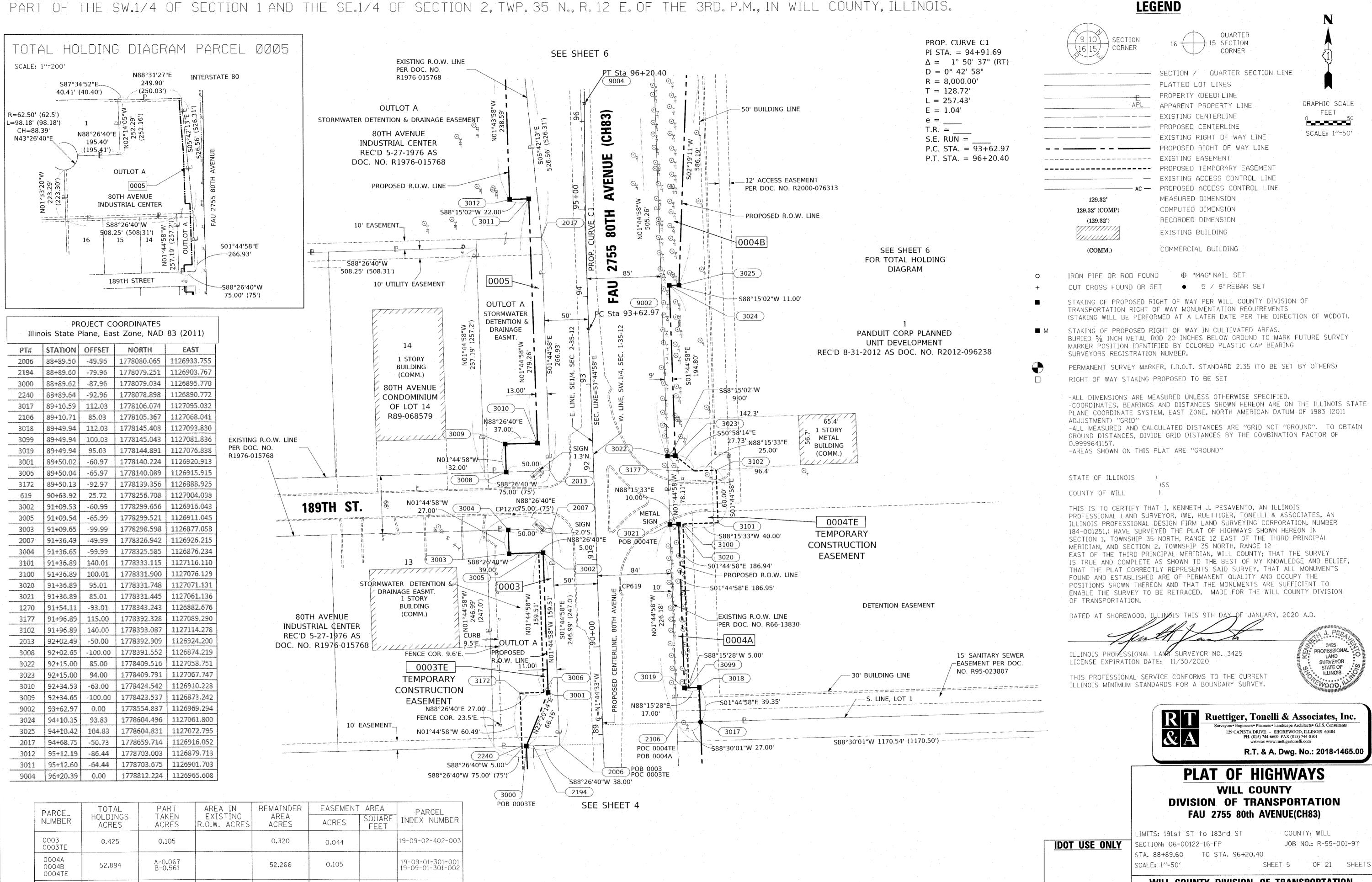
LIMITS: 191st ST to 183rd ST

SECTION: 06-00122-16-FP STA. 80+00.00 TO STA. 89+10.59 SCALE: 1"=50"

> WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**



Page | 27



REVISION MADE BY: TW

REVISION MADE BY: TW REVISION MADE BY: TW

REVISION DATE: 12/18/2019

REVISION DATE: 11/01/2019

REVISION DATE: 10/07/2019

19-09-02-402-003

0.321

5.841

0005

5.520

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**

0.321

5.841

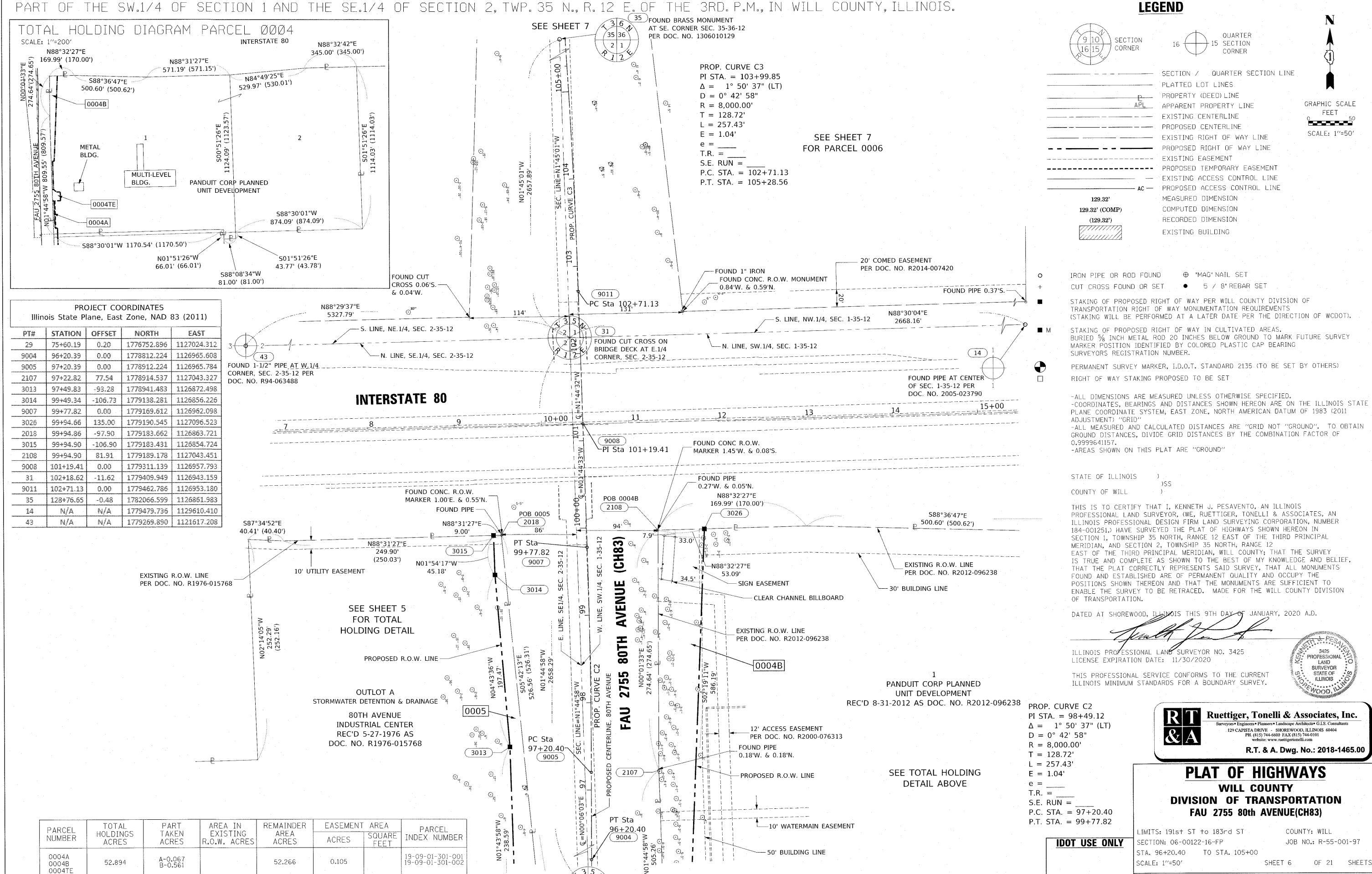
0005

5.520

19-09-02-402-003

SEE SHEET 5

Page | 28



FOUND BRASS MONUMENT AT

(女/ SE. CORNER, SEC. 2-35-12 PER

DOC. NO. R99-028306

REVISION DATE: 12/18/2019

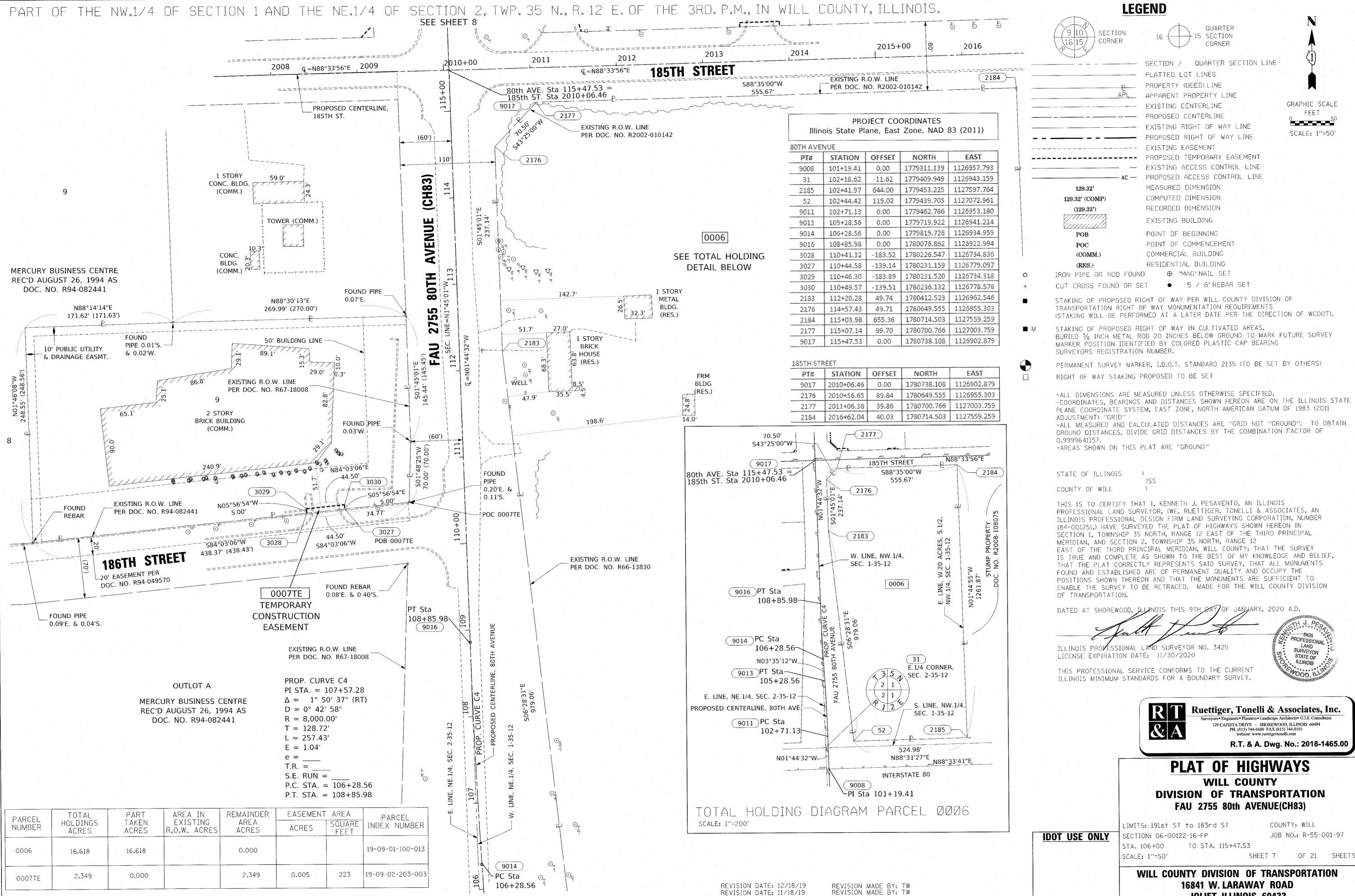
REVISION DATE: 11/18/2019

REVISION DATE: 10/07/2019 REVISION MADE BY: TW

REVISION MADE BY: TW

REVISION MADE BY: TW

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**



REVISION MADE BY: TW

REVISION DATE: 10/08/19

SEE SHEET 6

(STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)

-COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011

GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF

PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 1, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE WILL COUNTY DIVISION

> Ruettiger, Tonelli & Associates, Inc. 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101

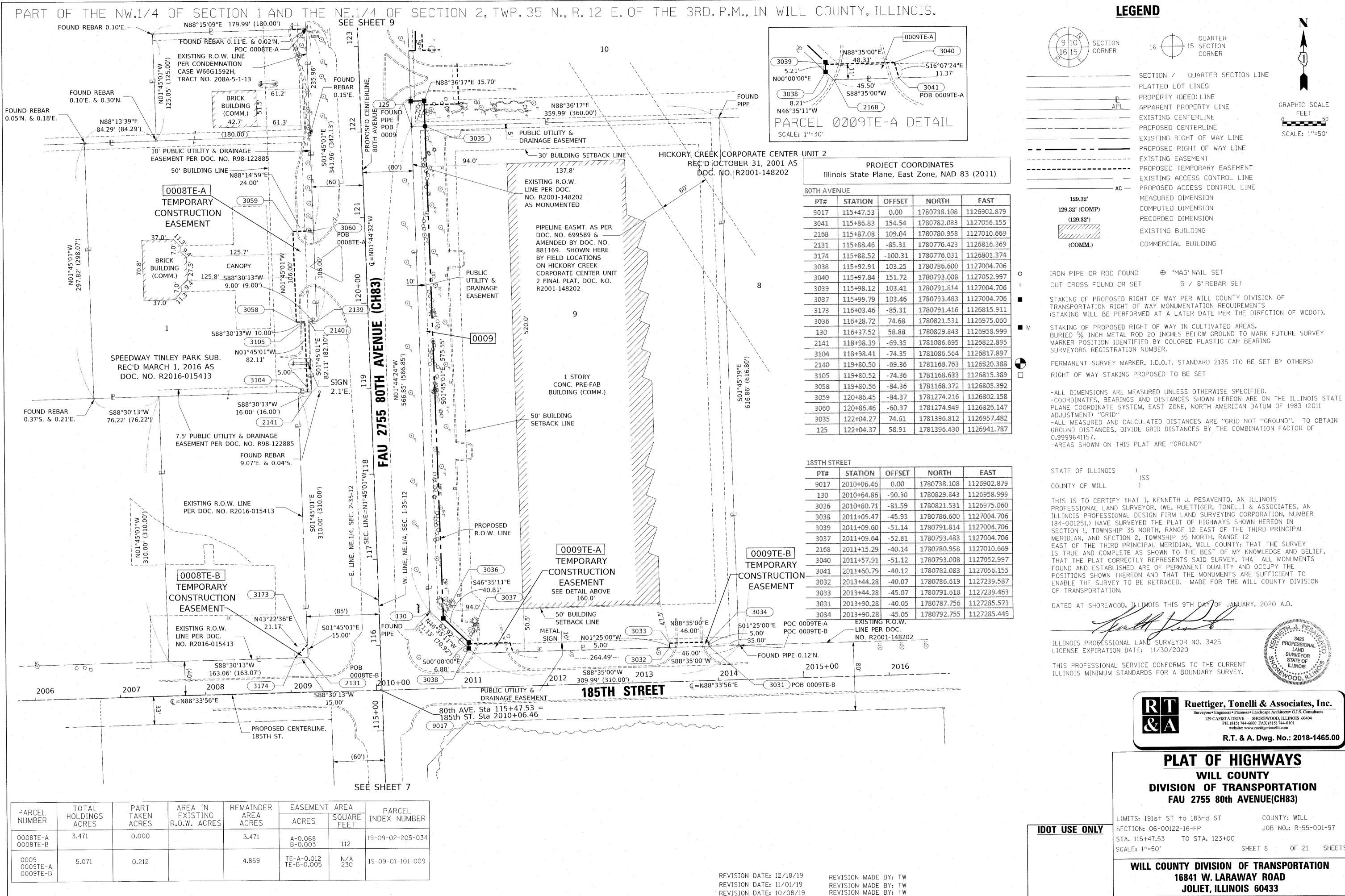
> > R.T. & A. Dwg. No.: 2018-1465.00

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COUNTY: WILL JOB NO.: R-55-001-97

WILL COUNTY DIVISION OF TRANSPORTATION

JOLIET, ILLINOIS 60433



JOB NO.: R-55-001-97

!IN88°15'04"E ☐

15.73'—

3043

POB 0010TE

|0010A|-

N01°48'13"W_

FOUND PIPE

29.63

POB 0010A

^ಲ್ಗಾPOC 0010B

POC 0010TE №

SEE SHEET

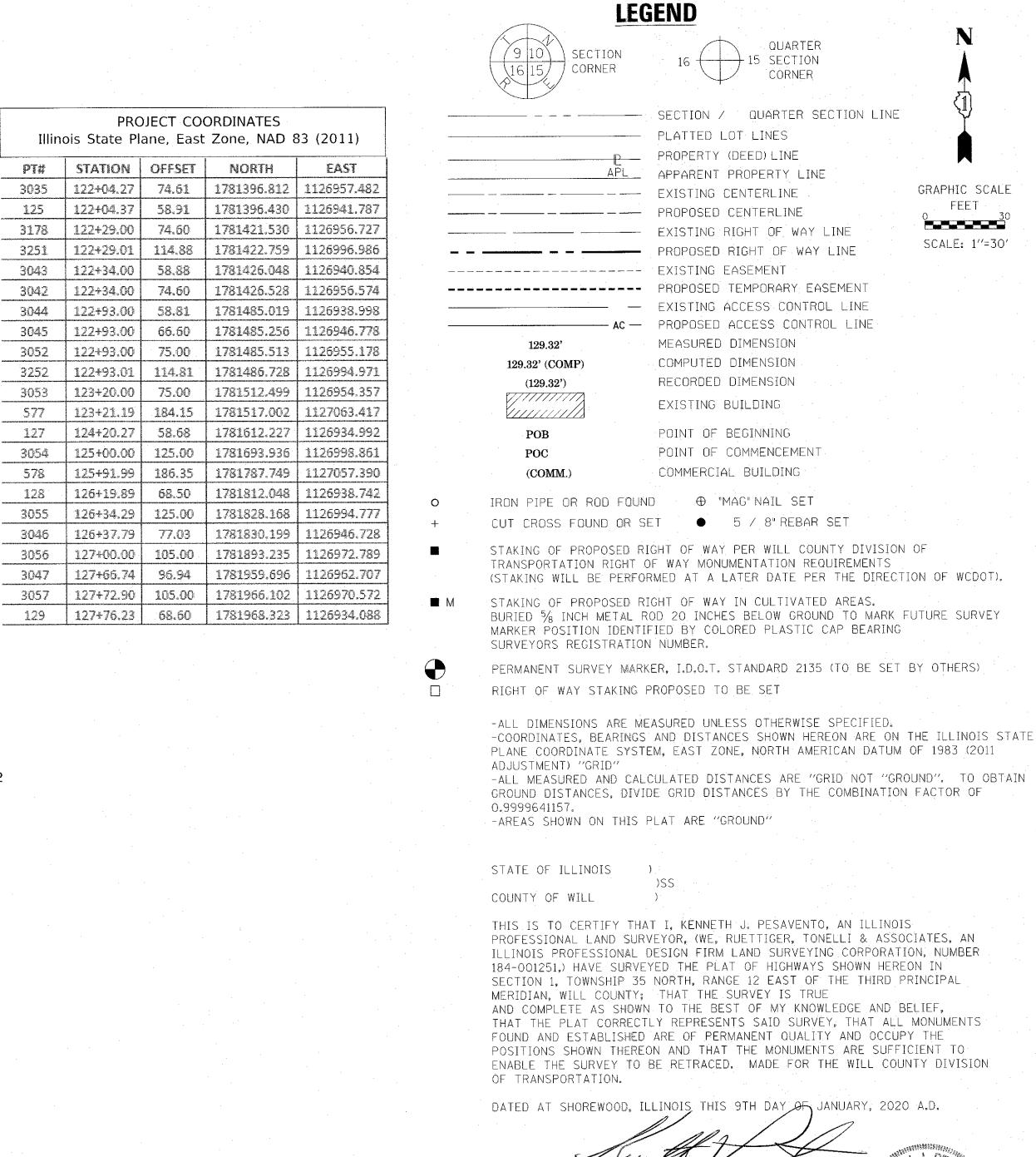
3042

S88°36'17"W 15.70'

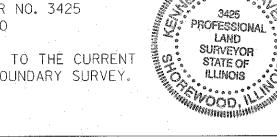
N01°45'01"W 5.00'

--S01°4<u>5</u>'01<u>"E 29.73'</u>______

-PROPOSED R.O.W. LINE



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



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R.T. & A. Dwg. No.: 2018-1465.00

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PLAT OF HIGHWAYS WILL COUNTY

DIVISION OF TRANSPORTATION FAU 2755 80th AVENUE(CH83)

LIMITS: 191st ST to 183rd ST IDOT USE ONLY SECTION: 06-00122-16-FP

COUNTY: WILL JOB NO.: R-55-001-97

TO STA. 127+66.74 STA. 122+00 SCALE: 1"=30" SHEET 9 OF 21 SHEETS

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**

PART OF THE NW.1/4 OF SECTION 1, TWP. 35 N., R. 12 E. OF THE 3RD. P.M., IN WILL COUNTY, ILLINOIS. SEE SHEET 10 FOUND PIPE 10.14 — 50' BUILDING LINE SEE SHEET 8 FOR TOTAL HOLDING DIAGRAM 0010B 154.2 3046 [128 (3055) FOUND PIPE CP5781 PROPOSED R.O.W. LINE E(CH 104.71 CONC. PRE-FAB BUILDING (COMM.) 80th HICKORY CREEK CORPORATE CENTER UNIT 2 REC'D OCTOBER 31, 2001 AS DOC. NO. R2001-148202 (3054) ~ SIGN 157.1 FOUND PIPE. ON LINE ┧0010TE| T FOUND PIPE **TEMPORARY** က္က် 0.13 W. & 0.05 \$ CONSTRUCTION EASEMENT EXISTING R.O.W. LINE - PER DOC. NO. R2001-148202 AS MONUMENTED PIPELINE EASEMENT AS PER DOC. NO. 699589 & AMENDED BY DOC. NO. 881169. SHOWN HERE BY FIELD LOCATIONS ON HICKORY CREEK CORPRATE CENTER UNIT 2 FINAL PLAT 3053 DOC. NO. R2001-148202 **PUBLIC** CP577 LS01°44'30"E UTILITY & 27.00 DRAINAGE **EASEMENT** -N88°15'04"E SIGN 39.81 AREA IN EASEMENT AREA 3044) 3252 PARCEL HOLDINGS TAKEN EXISTING SQUARE POB 0010B INDEX NUMBER NUMBER ACRES REMAINDER ACRES ACRES |R.O.W. ACRES FEET 116 0010A A-0.011 B-0.376 14.355 13.968 0.435 19-09-01-101-007 0010B 0010TE 7.78' 30' BUILDING LINE —

— S. LINE, LOT 10

- PUBLIC UTILITY &

DRAINAGE EASEMENT

- FOUND PIPE

REVISION DATE: 12/18/19

REVISION DATE: 11/18/19

REVISION DATE: 10/08/19

REVISION MADE BY: TW REVISION MADE BY: TW

REVISION MADE BY: TW

762.97' (763.00')

SCALE: 1"=100"

FOUND PIPE

109+32,65

N/A

54.81

N/A

1782028.691

1782128.765 | 1129530.467

1127596.197

REVISION DATE: 12/18/19

REVISION DATE: 10/08/19

REVISION MADE BY: TW

REVISION MADE BY: TW

16841 W. LARAWAY ROAD

JOLIET, ILLINOIS 60433

REVISION DATE: 12/18/19

REVISION DATE: 10/08/19

REVISION MADE BY: TW

REVISION MADE BY: TW

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**

Page | 33

AGENDA - 2/18/2020, A -..

251.0'

REVISION DATE: 12/18/19

REVISION DATE: 10/08/19

REVISION MADE BY: TW

REVISION MADE BY: TW

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**

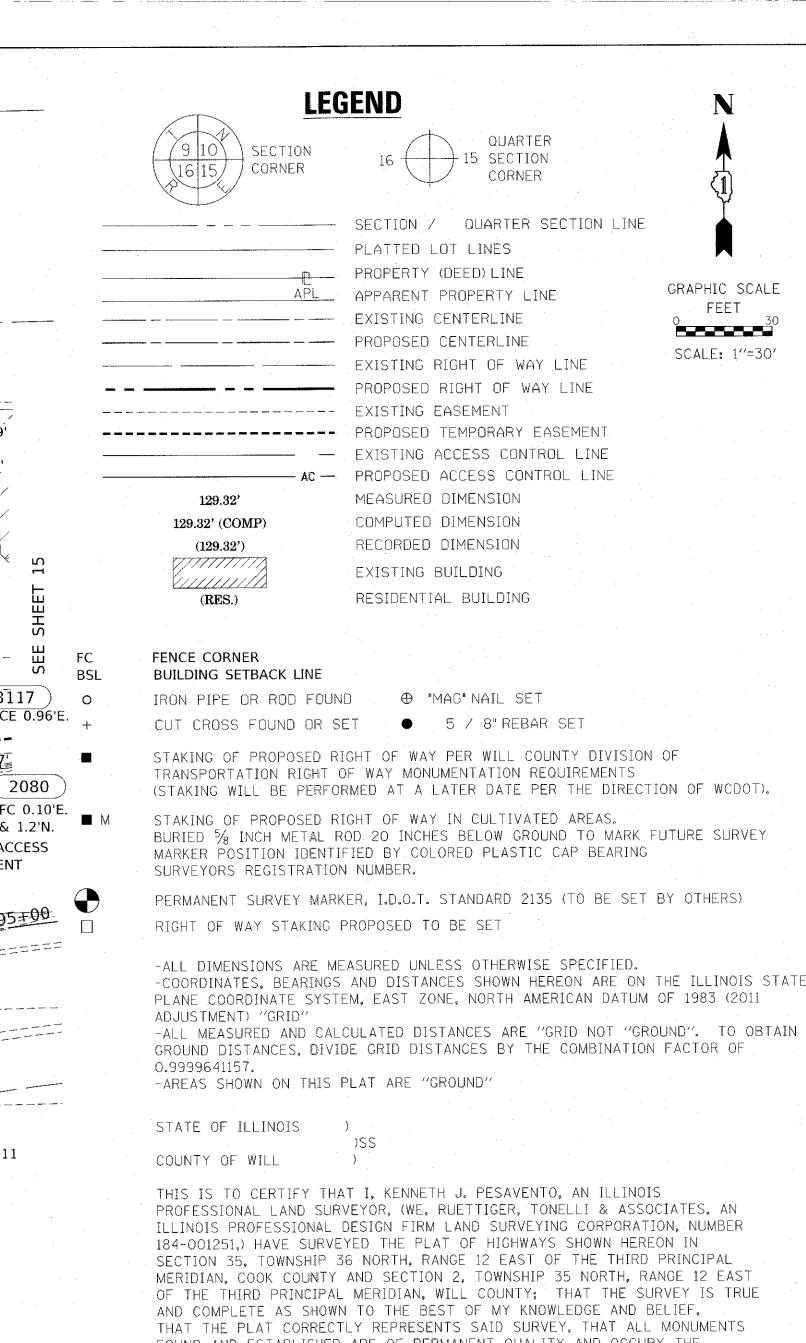
Page | 35

REVISION DATE: 12/18/19

REVISION DATE: 10/08/19

REVISION MADE BY: TW

REVISION MADE BY: TW



184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 35. TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY AND SECTION 2, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE WILL COUNTY DIVISION OF TRANSPORTATION.

DATED AT SHOREWOOD, ILLINOIS THIS 9TH DAY OF JANUARY, 2020 A.D.

ILLINOIS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



Ruettiger, Tonelli & Associates, Inc. 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101

R.T. & A. Dwg. No.: 2018-1465.00

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FEET

SCALE: 1"=30"

PLAT OF HIGHWAYS **WILL COUNTY**

DIVISION OF TRANSPORTATION FAU 2755 80th AVENUE(CH83)

IDOT USE ONLY

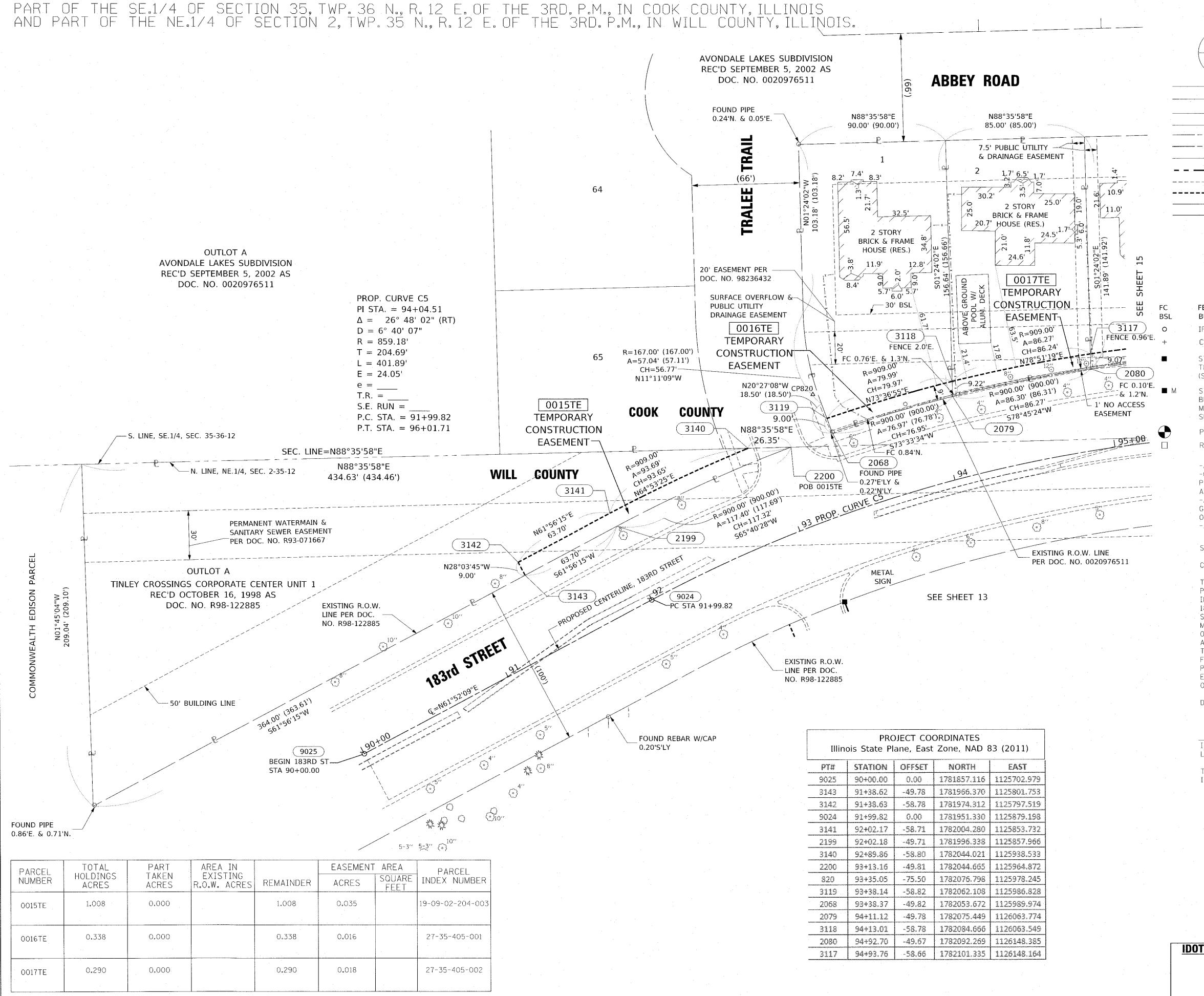
LIMITS: 191st ST to 183rd ST SECTION: 06-00122-16-FP

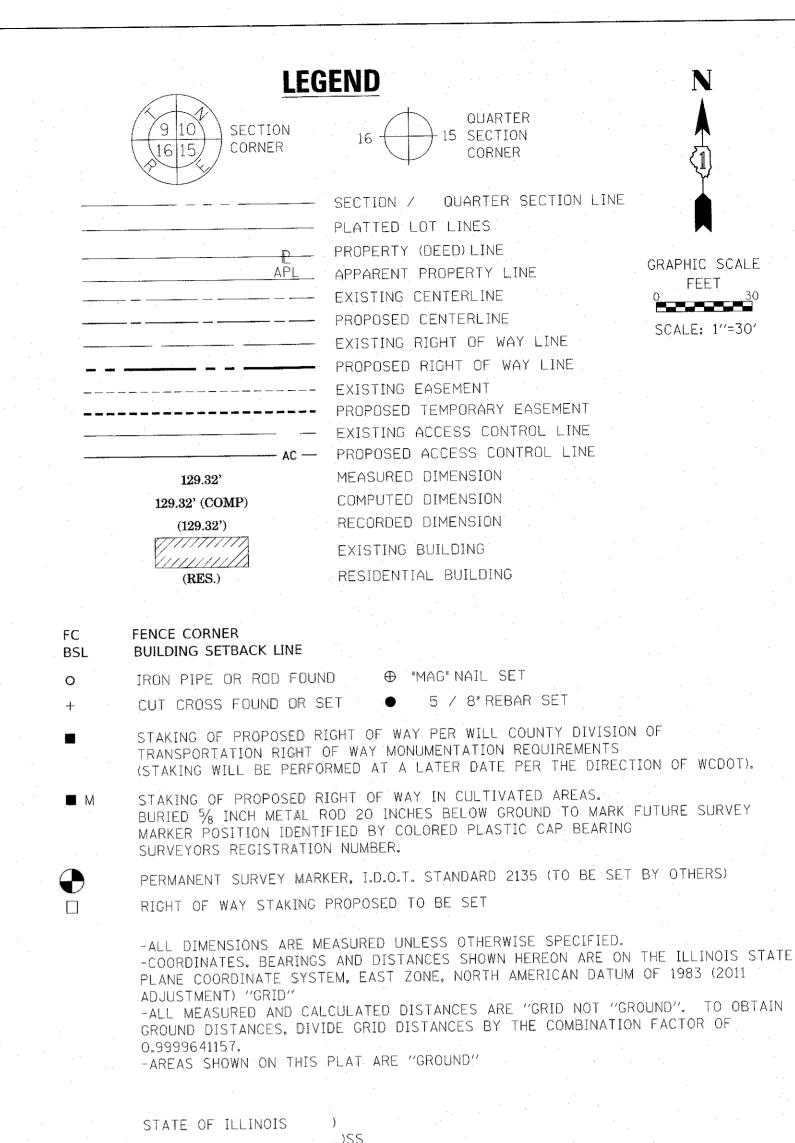
COUNTY: WILL JOB NO.: R-55-001-97

STA. 90+00 TO STA. 94+93.76 SCALE: 1"=30"

SHEET 14 OF 21 SHEETS **WILL COUNTY DIVISION OF TRANSPORTATION**

16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**





COUNTY OF WILL

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF,

THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE WILL COUNTY DIVISION OF TRANSPORTATION.

DATED AT SHOREWOOD, ILLINOIS THIS 9TH DAY OF JANUARY, 2020 A.D.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

___ 3425 PROFESSIONAL . LAND SURVEYOR STATE OF ILLINOIS

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GRAPHIC SCALE

FEET

SCALE: 1"=30"

Ruettiger, Tonelli & Associates, Inc. 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101

R.T. & A. Dwg. No.: 2018-1465.00

PLAT OF HIGHWAYS **WILL COUNTY**

DIVISION OF TRANSPORTATION **FAU 2755 80th AVENUE(CH83)**

IDOT USE ONLY

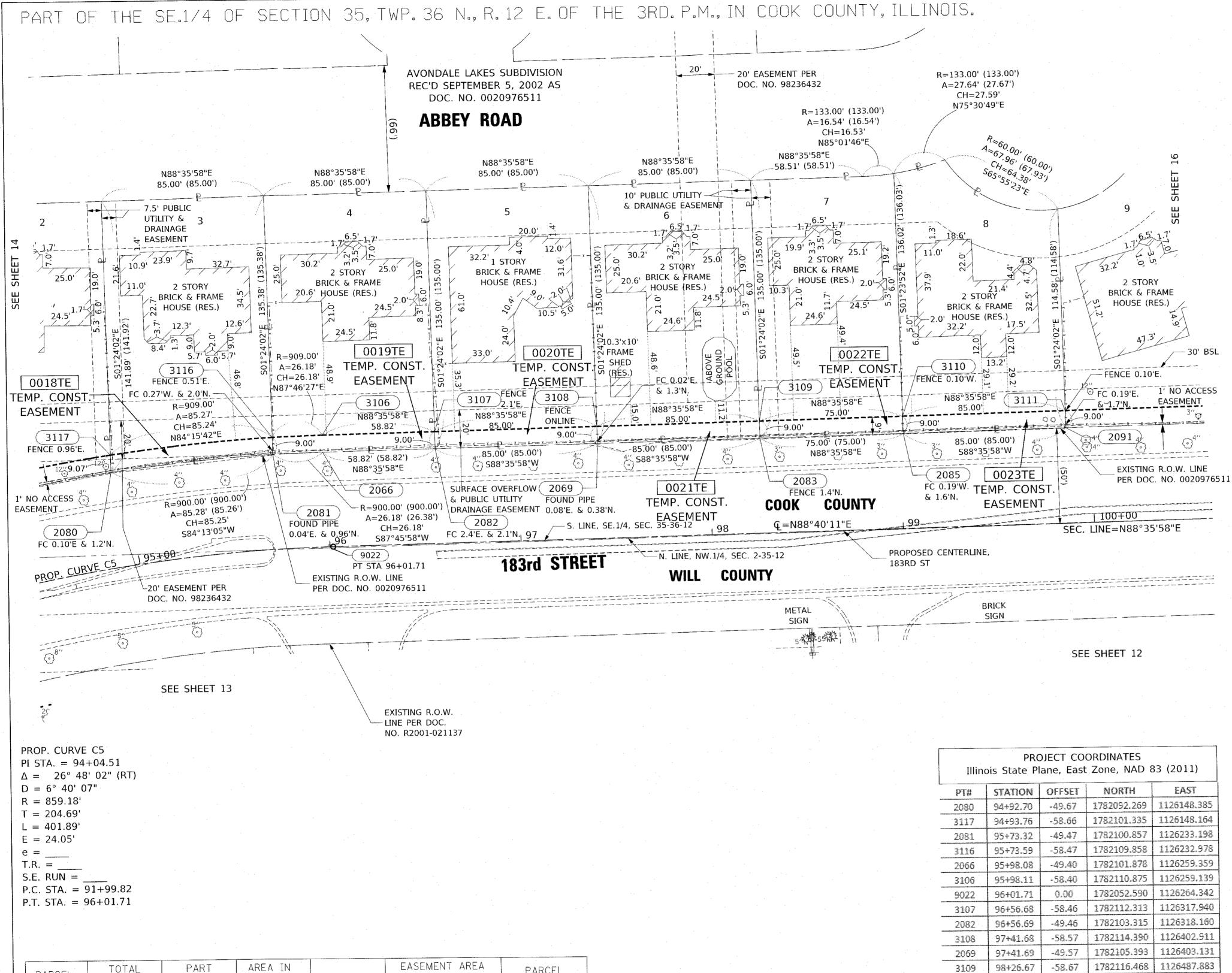
LIMITS: 191st ST to 183rd ST SECTION: 06-00122-16-FP

COUNTY: WILL JOB NO.: R-55-001-97

SHEET 15 OF 21 SHEETS

STA. 94+92.70 TO STA. 99+86.68 SCALE: 1"=30".

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**



PARCEL	TOTAL	PART	AREA IN		EASEMENT	·	PARCEL
NUMBER	HOLDINGS ACRES	TAKEN ACRES	EXISTING R.O.W. ACRES	REMAINDER	ACRES	SQUARE FEET	INDEX NUMBER
0018TE	0.269	0.000		0.269	0.018		27-35-405-003
0019TE	0.264	0.000		0.264	0.018		27-35-405-004
0020TE	0.263	0.000		0.263	0.018		27-35-405-005
0021TE	0.263	0.000		0.263	0.018		27-35-405-006
0022TE	0.233	0.000		0.233	0.016		27-35-405-007
0023TE	0.248	0.000		0.248	0.018		27-35-405-008

REVISION DATE: 10/08/19

REVISION DATE: 12/18/19

2083

3110

2085

3111

2091

98+26.69

99+01.67

99+01.68

99+86.67

-49.67 1782107.471

-58.76 | 1782118.301 |

99+86.68 -49.87 1782111.381 1126648.049

-49.76 | 1782109.304 | 1126563.078

-58.87 | 1782120.379 | 1126647.829

REVISION MADE BY: TW REVISION MADE BY: TW

1126488.103

1126562.858

W.1/4 COR., SEC. 1-35-12,

TO BE REC'D

REVISION DATE: 12/18/19

REVISION DATE: 10/08/19

REVISION MADE BY: TW

REVISION MADE BY: TW

PIPELINE EASEMENT

PER DOC. NO. 699592

2-35-12 REC'D PER DOC. NO.

1306010129

SEE SHEET 12

LEGEND QUARTER SECTION 15 SECTION CORNER CORNER _____ - _ _ SECTION / QUARTER SECTION LINE PLATTED LOT LINES PROPERTY (DEED) LINE APPARENT PROPERTY LINE GRAPHIC SCALE FEET -----EXISTING CENTERLINE SCALE: 1"=30" -- EXISTING RIGHT OF WAY LINE - - PROPOSED RIGHT OF WAY LINE ----- EXISTING EASEMENT ----- PROPOSED TEMPORARY EASEMENT - EXISTING ACCESS CONTROL LINE AC — PROPOSED ACCESS CONTROL LINE 129.32' MEASURED DIMENSION 129.32' (COMP) COMPUTED DIMENSION (129.32')RECORDED DIMENSION EXISTING BUILDING (RES.) RESIDENTIAL BUILDING BUILDING SETBACK LINE FENCE CORNER IRON PIPE OR ROD FOUND ⊕ "MAG" NAIL SET CUT CROSS FOUND OR SET 5 / 8" REBAR SET STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).

PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011) ADJUSTMENT) "GRID"

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.

MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING

-ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED.

-ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9999641157. -AREAS SHOWN ON THIS PLAT ARE "GROUND"

-COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE

BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)

STATE OF ILLINOIS

PARCEL

INDEX NUMBER

27-35-405-009

27-35-405-010

27-35-405-011

27-35-405-012

27-35-405-013

COUNTY OF WILL

SURVEYORS REGISTRATION NUMBER.

RIGHT OF WAY STAKING PROPOSED TO BE SET

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF,

THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE WILL COUNTY DIVISION OF TRANSPORTATION.

DATED AT SHOREWOOD, ILLINOIS THIS 9TH DAY OF JANUARY, 2020 A.D.

ILLINOIS PROF

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.





Ruettiger, Tonelli & Associates, Inc. 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101

R.T. & A. Dwg. No.: 2018-1465.00

PLAT OF HIGHWAYS WILL COUNTY **DIVISION OF TRANSPORTATION** FAU 2755 80th AVENUE(CH83)

JOB NO.: R-55-001-97

COUNTY: WILL

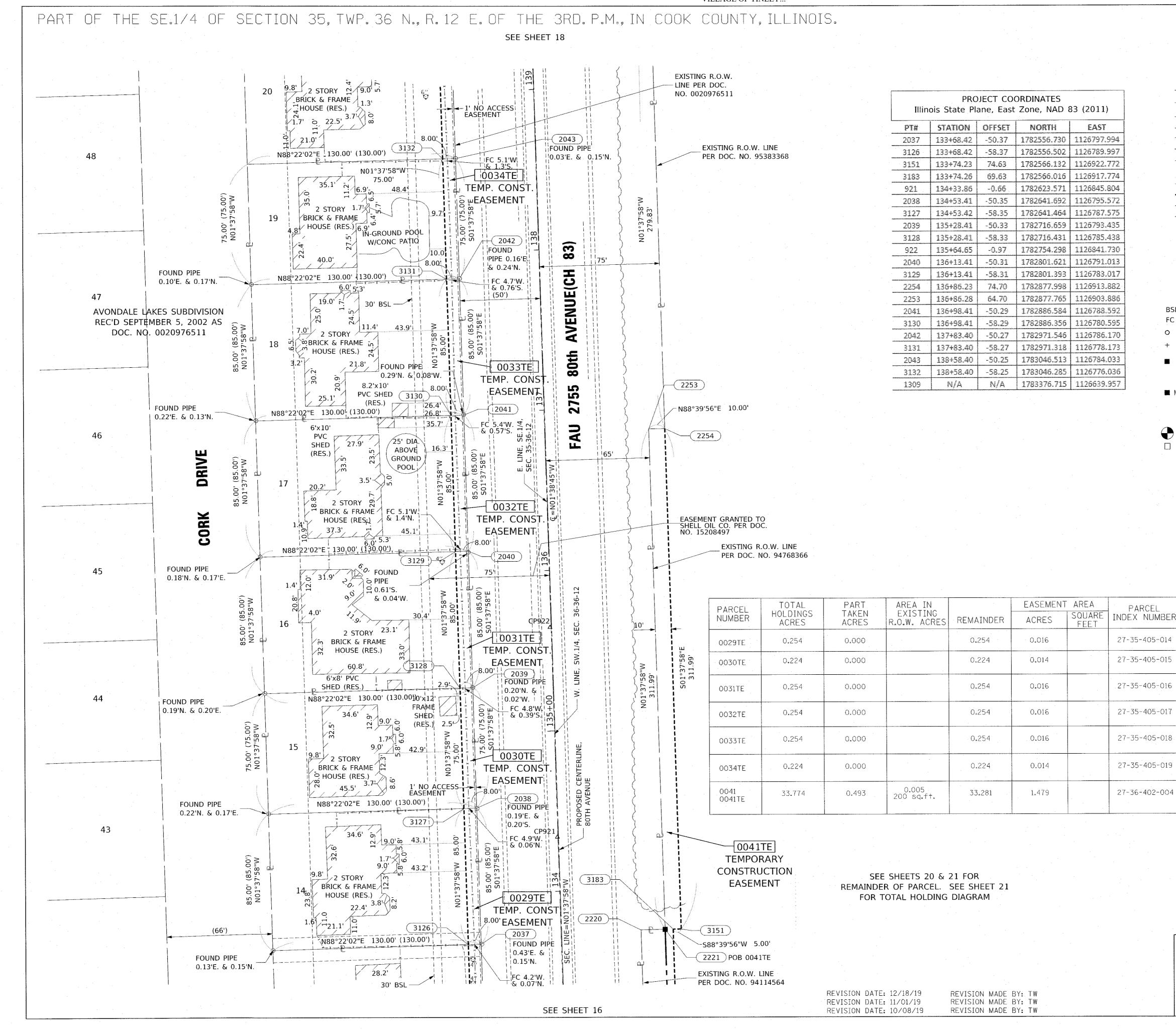
WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**

LIMITS: 191st ST to 183rd ST

IDOT USE ONLY SECTION: 06-00122-16-FP

SCALE: 1"=30"

STA. 128+76.52 TO STA. 133+68.42 SHEET 16 OF 21 SHEETS



LEGEND

-15 SECTION

CORNER _ _ _ _ SECTION / QUARTER SECTION LINE

GRAPHIC SCALE

FEET

SCALE: 1"=30"

Page | 39

APL APPARENT PROPERTY LINE ————————— EXISTING CENTERLINE ---- EXISTING RIGHT OF WAY LINE

PROPOSED RIGHT OF WAY LINE ----- EXISTING EASEMENT ______ TEMPORARY EASEMENT ----- - EXISTING ACCESS CONTROL LINE

129.32'129.32' (COMP) (129.32')

(RES.)

----- AC - PROPOSED ACCESS CONTROL LINE MEASURED DIMENSION COMPUTED DIMENSION RECORDED DIMENSION EXISTING BUILDING

RESIDENTIAL BUILDING

PROPERTY (DEED) LINE

BUILDING SETBACK LINE FENCE CORNER

IRON PIPE OR ROD FOUND # "MAG" NAIL SET

STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS) RIGHT OF WAY STAKING PROPOSED TO BE SET

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-AREAS SHOWN ON THIS PLAT ARE "GROUND"

STATE OF ILLINOIS

COUNTY OF WILL

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 35. TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF,

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DATED AT SHOREWOOD, ILLINOIS THIS 9TH DAY OF JANUARY, 2020 A.D.

LICENSE EXPIRATION DATE: 11/30/2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.





Ruettiger, Tonelli & Associates, Inc. ors • Engineers • Planners • Landscape Architects • G.I.S. Consultants 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101 website: www.ruettigertonelli.com

R.T. & A. Dwg. No.: 2018-1465.00

PLAT OF HIGHWAYS WILL COUNTY **DIVISION OF TRANSPORTATION** FAU 2755 80th AVENUE(CH83)

IDOT USE ONLY

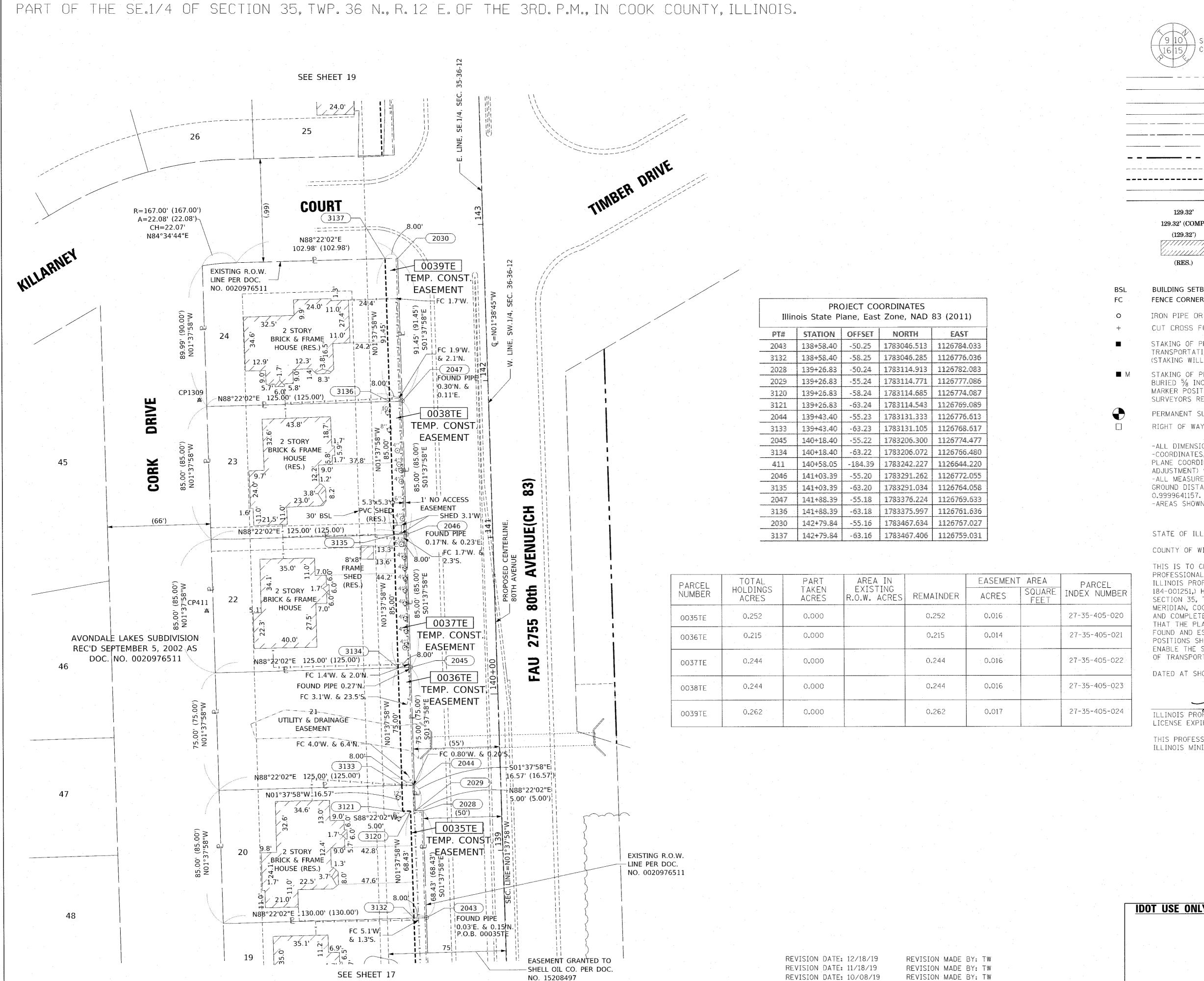
LIMITS: 191st ST to 183rd ST SECTION: 06-00122-16-FP

COUNTY: WILL JOB NO.: R-55-001-97

STA. 133+68.42 TO STA. 138+58.40 SCALE: 1"=30"

SHEET 17 OF 21 SHEETS

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**



LEGEND CORNER ______ - _ - _ SECTION / QUARTER SECTION LINE PLATTED LOT LINES GRAPHIC SCALE ______ EXISTING CENTERLINE FEET ---- EXISTING RIGHT OF WAY LINE SCALE: 1"=30" -- PROPOSED RIGHT OF WAY LINE ---- EXISTING EASEMENT ______ PROPOSED TEMPORARY EASEMENT ——— — EXISTING ACCESS CONTROL LINE -AC - PROPOSED ACCESS CONTROL LINE MEASURED DIMENSION 129.32' 129.32' (COMP) COMPUTED DIMENSION RECORDED DIMENSION (129.32')7/////////// EXISTING BUILDING RESIDENTIAL BUILDING (RES.)

BUILDING SETBACK LINE

CUT CROSS FOUND OR SET . • 5 / 8" REBAR SET STAKING OF PROPOSED RIGHT OF WAY PER WILL COUNTY DIVISION OF

TRANSPORTATION RIGHT OF WAY MONUMENTATION REQUIREMENTS (STAKING WILL BE PERFORMED AT A LATER DATE PER THE DIRECTION OF WCDOT).

STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.

PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS) RIGHT OF WAY STAKING PROPOSED TO BE SET

-ALL DIMENSIONS ARE MEASURED UNLESS OTHERWISE SPECIFIED. -COORDINATES. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011

-ALL MEASURED AND CALCULATED DISTANCES ARE "GRID NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF

-AREAS SHOWN ON THIS PLAT ARE "GROUND"

STATE OF ILLINOIS

COUNTY OF WILL

THIS IS TO CERTIFY THAT I, KENNETH J. PESAVENTO, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, RUETTIGER, TONELLI & ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184-001251.) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE WILL COUNTY DIVISION OF TRANSPORTATION.

DATED AT SHOREWOOD, ILLINOIS THIS 9TH DAY OF JANUARY, 2020 A.D.

ILLINOIS PROF LICENSE EXPIRATION DATE: 11/30/2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.





Ruettiger, Tonelli & Associates, Inc. Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants 129 CAPISTA DRIVE - SHOREWOOD, ILLINOIS 60404 PH. (815) 744-6600 FAX (815) 744-0101

R.T. & A. Dwg. No.: 2018-1465.00

PLAT OF HIGHWAYS **WILL COUNTY DIVISION OF TRANSPORTATION** FAU 2755 80th AVENUE(CH83)

IDOT USE ONLY

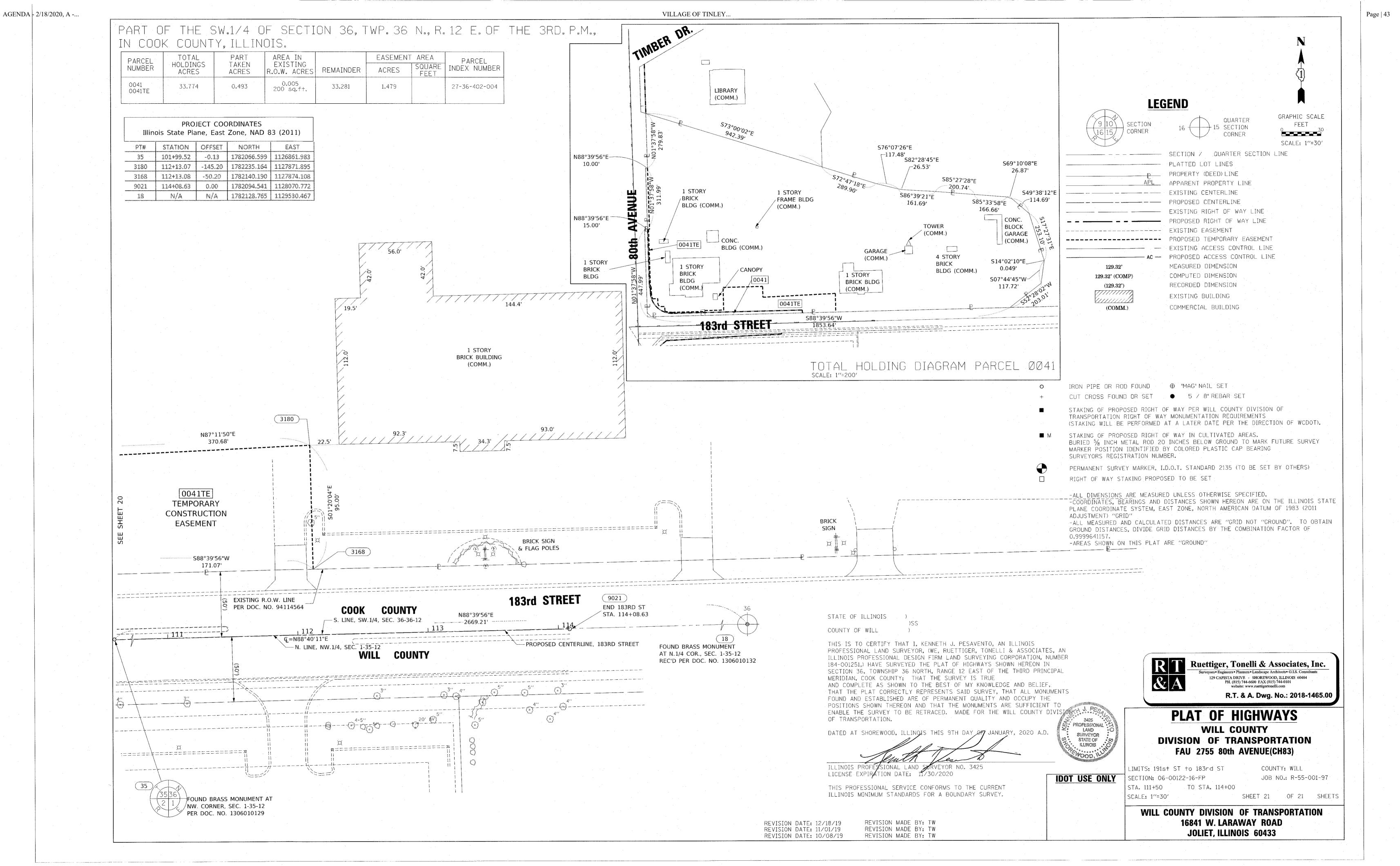
LIMITS: 191st ST to 183rd ST SECTION: 06-00122-16-FP

COUNTY: WILL JOB NO.: R-55-001-97

STA. 138+58.40 TO STA. 142+79.84 SHEET 18 OF 21 SHEETS

WILL COUNTY DIVISION OF TRANSPORTATION 16841 W. LARAWAY ROAD **JOLIET, ILLINOIS 60433**

AGENDA - 2/18/2020, A -..





Date:

February 12, 2020

To:

Village Board

From:

Pat Carr, Asst. Village Manager/Director EM and 911 Communications

CC:

Dave Niemeyer, Village Manager

Subject:

Live Nation Agreement

The Village of Tinley Park and Live Nation have proposed to enter into a cooperative agreement to provide public safety services at the Hollywood Casino Amphitheatre. This agreement will cover insurance requirements and public safety costs associated with the operation of the music theatre.

Staff is requesting approval of this agreement. This agreement will provide a cost savings to the Village associated with public safety services at the Hollywood Casino Amphitheatre.



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2020-R-018

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND LIVE NATION WORLDWIDE LLC FOR PUBLIC SAFETY SERVICES AT THE HOLLYWOOD CASINO AMPHITHEATRE

> 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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

RESOLUTION NO. 2020-R-014

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND LIVE NATION WORLDWIDE LLC FOR PUBLIC SAFETY SERVICES AT THE HOLLYWOOD CASINO AMPHITHEATRE

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 Agreement with Live Nation Worldwide LLC, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

a roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	
APPROVED this 18th day of February	y, 2020, by the President of the Village of Tinley Park.
ATTEST:	Village President
Village Clerk	

AGENDA - 2/18/2020, C		VILLAGE OF TINLEY
STATE OF ILLINOIS)	
COUNTY OF COOK)	SS

COUNTY OF WILL

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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. 2020-R-014, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND LIVE NATION WORLDWIDE LLC FOR PUBLIC SAFETY SERVICES AT THE HOLLYWOOD CASINO AMPHITHEATRE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

VILLAGE CLERK

PUBLIC SAFETY SERVICES AGREEMENT

This Agreement ("Agreement") is made this _____ day of _____ 2020 ("Effective Date"), by and between LIVE NATION WORLDWIDE, INC., with its principal place of business at 1900 South Ridgeland Avenue, Tinley Park, Illinois 60477; and the VILLAGE OF TINLEY PARK (herein "Village"), with an address of 16250 S. Oak Park Ave., Tinley Park, Illinois 60477 (collectively, the "Parties").

WHEREAS, LIVE NATION operates concerts and events that are accessible by the public at HOLLYWOOD CASINO AMPHITHEATER within the Village of Tinley Park (herein "Facility");

WHEREAS, LIVE NATION requests the VILLAGE to provide safety, security and order at the Facility through appropriately licensed and qualified law enforcement officers, traffic control officers, fire personnel, emergency management, and 911 personnel (herein "Officers"); and

WHEREAS, events held at the Facility cause the VILLAGE to expend and deploy significant Officers and Services; and

WHEREAS, in order to more fully define the scope of the Village involvement in the services requested by LIVE NATION and to set forth the full compensation;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

- 1.1 LIVE NATION shall request Officers to the Facility to perform police patrols, law enforcement, traffic control, and emergency services (herein "Services") outside and inside the Facility. Within the Facility, one police officer will be provided by the VILLAGE to be stationed at each of the six gates. After admission, no more than three police officers will remain within the Facility for the duration of the event. Each period of Services rendered by the Officers shall be designated an "Assignment". The Services shall only encompass duties and functions customarily rendered by the VILLAGE. Officers requested by LIVE NATION shall at all times be subject to the control and direction of the VILLAGE.
- 1.2 LIVE NATION shall not exercise control over Officers' enforcement of laws or emergency services and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by the Officers and the VILLAGE. Officers shall be subject to, and shall abide by, all city and departmental rules and regulations as well as complying with all local, state and federal laws.
- 1.3 Officers may, in their sole discretion, interrupt their provision of Services in order to discharge their public duties as Officers and attend to emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be

considered a breach of this Agreement. LIVE NATION will be obligated to pay for interruptions of the provision of Services whenever such interruption lasts less than one hour.

- 2. LIVE NATION'S RIGHT TO REQUEST LAW ENFORCEMENT ACTIVITY: For the purposes of this agreement, any request for Services must be made with the VILLAGE's Assistant Manager, Patrick Carr, or designee otherwise appointed by the VILLAGE. As set forth above, one police officer will be provided by the VILLAGE to be stationed at each of the six gates. After admission, no more than three police officers will remain within the Facility for the duration of the event. The VILLAGE must provide a response to a request for additional Officers from LIVE NATION for law enforcement and emergency assistance within five (5) business days.
- 3. PAYMENT: In exchange for Services rendered, LIVE NATION shall reimburse the VILLAGE for the costs of providing Officers to the Facility, replacing equipment as the need for which is reasonably attributable to duties carried out at the Facility, and equipment purchased on an as needed basis for use at the Facility. The breakdown and procedures for documenting, requesting, and approving such fees is more fully set forth in Exhibit A, attached hereto and made a part hereof. The VILLAGE shall provide LIVE NATION with an invoice of said compensation to be reimbursed on a monthly basis.
- 4. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Village Manager or Mayor has sole authority to terminate this Agreement on behalf of the VILLAGE. In the event of a material breach by a party, the non-breaching party shall have the right to terminate this Agreement following written notice to the breaching party specifying the alleged breach and a reasonable opportunity to cure.
- 5. THE VILLAGE'S STATUS AS INDEPENDENT CONTRACTOR. LIVE NATION and the VILLAGE enter into this Agreement at arms' length. Both the VILLAGE and LIVE NATION intend that an independent contractor relationship be created by and through this Agreement. None of the officers requested by LIVE NATION shall be deemed as agents, servants, or employees of LIVE NATION. No employee, agent, officer, or servant of LIVE NATION shall in any way be considered an agent, servant, or employee of the VILLAGE.
- 6. SCREENING AND QUALIFICATIONS OF OFFICERS: The VILLAGE warrants and represents that each Officer meets all requirements for service as a law enforcement officer in the state, county, and/or municipality where he or she will be assigned, is fully licensed in the state where he or she will be assigned, and is in good standing in all states in which the Officers is licensed.
- 7. LEGAL COMPLIANCE: LIVE NATION shall secure and maintain all required licenses, permits and certificates applicable to its activities and obligations, and shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. The VILLAGE warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers.

- 8. INSURANCE. The Parties agree to maintain their own insurance and have no obligation to name the other Party as a secondarily insured entity under each respective policy.
- 9. INDEMNITY: Each Party shall indemnify, defend, and hold harmless the other Party, its officers, officials, employees and agents from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection to the indemnifying Party's negligent or intentional act or omission, or from the indemnifying Party's breach of this Agreement.
- 10. NON-EXCLUSIVITY: This Agreement is non-exclusive between the parties. LIVE NATION and the VILLAGE have the right to enter into similar relationships with any other entities.
- 11. NOTICES: Any notice required or provided for herein shall be in writing and shall be deemed to have been given when delivered personally or upon placement in the U.S. Mail as registered or certified mail, postage prepaid, to address of the other party shown below.

To LIVE NATION:

Courtney Rourke 19100 South Ridgeland Avenue Tinley Park, IL 60477

With a copy to:

Live Nation – U.S Concerts Attn: Ben Barnes, Associate Counsel, 1100 Glendon Avenue, Suite 1080, Los Angeles, CA 90024

To the VILLAGE OF TINLEY PARK, for the attention of Patrick Carr, Assistant Village Manager or designee.

- 12. ASSIGNMENT OF RIGHTS: This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.
- 13. SURVIVAL: No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.
- 14. NO THIRD-PARIY BENEFICIARIES: Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, Including any Officer.
- 15. NO FIDUCIARY RELATIONSHIP: Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 16. COUNTERPARTS: This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

- 17. ENTIRE AGREEMENT AND MODIFICATION: This Agreement with Exhibit A constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the VILLAGE and the VILLAGE shall be free to reinstate any such term or condition.
- 18. SECTION HEADINGS: Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.
- 19. SEVERABILITY: The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.
- 20. COSTS AND ATTORNEYS FEES: If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party hereto shall bear its own respective costs, expenses, and attorneys' fees.
- 21. WAIVER OF RULE OF CONSTRUCTION: The Parties hereto have participated jointly in the negotiation and drafting of this Agreement, and each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 22. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement.

THE VILLAGE OF TINLEY PARK		
By:		
Title:		
	Date:	
LIVE NATION WORLDWIDE, INC.		
Ву:		
Title:		
	Date:	

EXHIBIT A

Pursuant to Section 3 of the Agreement, PAYMENT, LIVE NATION, shall pay to the VILLAGE fees according to the following terms:

- A. Hourly Rates: Each Officer requested by LIVE NATION will be charged at an hourly rate of \$45.00 per hour. Overtime of an Officer's Assignment will be charged at an hourly rate of \$68.00. Sergeant Assignments are an hourly rate of \$57 per hour, with overtime set at \$86 per hour. All Traffic Control Officer's Assignments will be charged at an hourly rate of \$20.00. If the VILLAGE chooses to send additional Officers to the Facility, LIVE NATION agrees to pay the VILLAGE 50% of the hourly rates stated above and Traffic Control Officer hourly rates remain unchanged. Billing rates are inclusive of taxes, including, without limitation, social security, medicare and workers compensation.
- B. LIVE NATION shall pay the VILLAGE for the actual and documented cost of repairing or replacing any damaged equipment (normal wear and tear excepted), such as traffic strobes, cones, and flares; provided that, LIVE NATION is the direct cause of any such damages.
- C. If either Party believes that the purchase of additional equipment is necessary in order to adequately carry the duties of this Agreement, then that Party shall request approval of the purchase. No party given the right to approve or consent to any matter shall unreasonably withhold, condition or delay its approval or consent.

VILLAGE OF TINLEY PARK	LIVE NATION
By:	By:
Title:	Title:
Date:	Date:

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02/07/2020

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Voucher List Village of Tinley Park

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
186108	2/7/2020	002734 AIR ONE EQUIPMENT, INC	152941		REPL KIT HUD ASSY	
					01-19-000-72578	1,982.21
			152948		FACEPIECE PROCHECK	47.00
					01-19-000-72578 Total :	17.25 1,999.4 6
						1,000140
186109	2/7/2020	002856 AIRY'S, INC	23645		WATER MAIN BREAK 17747 OAK PI	
					60-00-000-72745	3,664.46
					Total :	3,664.46
186110	2/7/2020	011466 ALBERTSONS/SAFEWAY	431093-012720-3165		**** 0410 SENIOR CENTER	
					01-41-056-72937	119.98
			665191-011520-3165		**** 0415 YOGURT	00.0
			668564-012720-3165		01-12-000-72220 **** 0410 SENIOR CENTER	22.27
			008304-012720-3103		01-41-056-72937	50.00
					Total :	192.25
186111	2/7/2020	006514 ALPHAGRAPHICS	6109		PRINTING	
100111	2/1/2020	000514 ALFHAGRAFHICS	0109		60-00-000-72310	21.88
					64-00-000-72310	9.37
					Total :	31.25
186112	2/7/2020	002628 AMERICAN WATER	013120		JAN'20 SEWER TREATMENT BROO	
			0.0.20		64-00-000-73225	89,491.76
					Total :	89,491.76
186113	2/7/2020	018807 BAXTER & WOODMAN INC	0211246		#180656.60 WM IMPROV PHASE I-C	
					62-00-000-75705	2,140.00
			0211247		180829.20 WATER MODEL PREP	
				VTP-017391	60-00-000-75813	3,579.62
				VTP-017391	63-00-000-75813	3,579.62
				VTP-017391	64-00-000-75813	3,068.26
					Total :	12,367.50
186114	2/7/2020	018981 BECK, MARK	013120		REIM. EXP. MVR REPORT/SENIOR	

VILLAGE OF TINLEY...

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13 13	01-42-000-72446 Total :		(Continued)	018981 BECK, MARK	2/7/2020 0189	186114
7,426 7,426	RELEASE & SETTLEMENT 01-98-000-99000 Total:		020620	019352 BRADY, BERNARD	2/7/2020 0193	186115
123 123	HOSE ASSY,HYD CPLRS 01-26-023-72530 Total :		E43317-001	003328 CATCHING FLUIDPOWER INC	2/7/2020 0033	86116
350 350	REPL SOLN & RECTIFR KIT 01-26-024-73570 Total :		5025-529892	003229 CED/EFENGEE	2/7/2020 0032	186117
22 22	4 POST SOLENOID 01-21-000-72530 Total :		605258A	003373 CENTRAL PARTS WAREHOUSE	2/7/2020 003:	186118
698 698 1,396	SERVICE TO COMMANDER VEHICL 01-17-205-73600 SERVICE TO COMMANDER VEHICL 01-17-205-73600 Total:	VTP-017652 VTP-017652	2J0001897 2J0001898	015199 CHICAGO PARTS & SOUNDS LLC	2/7/2020 015	186119
500 500	KIMBERLY CLARKE ASSOC MEMBE 01-33-320-72720 Total :		RF 0001233	012333 CHICAGO SOUTHLAND ECON DEVCOR	2/7/2020 0123	186120
71 197 295	ACCT#2761036017 ST LIGHTS 8317 01-26-024-72510 ACCT#2777112019 0 175TH ST & S/ 01-26-023-72510 ACCT#3214011009 16853 LAKEWO 64-00-000-72510 ACCT#6483053261 IRRIGATN 17498		2761036017 2777112019 3214011009 6483053261	013878 COMED - COMMONWEALTH EDISON	2/7/2020 0138	186121
25	01-26-023-72510		0483053261			

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Voucher	Date	Vendor	,	Invoice	PO #	Description/Account	Amount
186121	2/7/2020	013878	COMED - COMMONWEALTH EDISON	(Continued)			
				7063131025		ACCT#7063131025 7813 174TH ST I	
				0202022027		64-00-000-72510	59.27
				8363023007		ACCT#8363023007 0 179TH ST & 82 60-00-000-72510	131.86
						63-00-000-72510	131.86
						Total :	912.21
186122	2/7/2020	012826	CONSTELLATION NEWENERGY, INC.	16661789501		ACCT#8061886 UTIL#6771163043 #	
						01-26-024-72510	3,627.97
						Total :	3,627.97
186123	2/7/2020	003635	CROSSMARK PRINTING, INC	77467		EXCEPTIONAL ACTIVITY REPORT	
					VTP-017586	01-17-205-72310	1,267.51
				77468		ENVELOPES	
					VTP-017587	01-17-205-72310	523.79
						Total :	1,791.30
186124	2/7/2020	017603	DANDAN, RICK TARIQ	013120		PLAN REVIEWS/INSPECTIONS	
						01-33-300-72790	7,410.00
						Total :	7,410.00
186125	2/7/2020	003834	DRIVERS LICENSE GUIDE COMPANY	765111		2020 ID CHECKING GUIDE	
						01-17-225-73590	119.70
						Total :	119.70
186126	2/7/2020	003770	DUSTCATCHERS INC	70229		MATS/PD	
						01-26-025-72790	85.41
						Total :	85.41
186127	2/7/2020	004009	EAGLE UNIFORM CO INC	285534		RETIRED BADGES	
						01-19-000-73610	154.00
						Total :	154.00
186128	2/7/2020	018996	ECOVOLT POWER CORP	2350		BATTERY	
						01-21-000-72530	75.00
						Total :	75.00

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Voucher List Village of Tinley Park

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186129	2/7/2020	004111 EJ USA. INC	110200006651		MANHOLE FRAMES AND LIDS	
				VTP-017580	64-00-000-73805	17,233.40
					Total :	17,233.40
186130	2/7/2020	011176 ELEMENT GRAPHICS & DESIGN, INC	15739		GRAPHIC FOR CSO VEHICLE	
				VTP-017641	01-17-205-72540	1,754.38
			15767		BANNERS	
				VTP-017639	01-17-215-73600	647.28
			15791	VTD 017640	GRAPHICS ON NEW GATOR	747.66
				VTP-017648	30-00-000-74236 Total :	3,149.32
					iotai .	3,145.32
186131	2/7/2020	004019 EVON'S TROPHIES & AWARDS	011520		RETIREMENT PLATE	
					01-19-000-72974	33.40
					Total :	33.40
186132	2/7/2020	019354 E-Z RECYCLERS	Ref001387772		UB Refund Cst #00460333	
					60-00-000-20599	46.52
					Total :	46.52
186133	2/7/2020	016212 F H PASCHEN, S N NIELSEN &	4603-024-2		METRA STATION WARMING SHELTI	
				VTP-017588	27-00-000-75302	21,284.37
					Total :	21,284.37
186134	2/7/2020	018480 FARNSWORTH GROUP	213581		711 GAS ST TASK ORDER 14 LAND	
					01-33-310-72750	495.00
					Total :	495.00
186135	2/7/2020	013370 FLOWERS, CLAUDETTE	1241834297		REIM. EXP. REGIST FOREST REED	
					01-19-000-72145	250.00
					Total :	250.00
186136	2/7/2020	012941 FMP	52-447972		PART, CORE CHARGE	
					01-17-205-72540	99.43
					Total :	99.43
186137	2/7/2020	002877 G. W. BERKHEIMER CO., INC.	608569		FILTERS	
					01-26-025-72520	130.08

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Voucher List Village of Tinley Park

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86137	2/7/2020	002877 G. W. BERKHEIMER CO., INC.	(Continued)			
			610087		HEADLAMP	
					01-26-024-72540	44.98
					Total :	175.06
86138	2/7/2020	010419 GLOBAL EMERGENCY PRODUCTS, INC	AGJ14443		E49 0739 PREV MAINT	
					01-19-000-72540	14,000.61
			AGJ14490		UNIT E47 1802 PREV MAINT	
					01-19-000-72540	3,732.43
			AGJ14589		T-48 1801 PREV MAINT	
					01-19-000-72540	1,114.06
			AGJ14630		E-149 0021 PREV MAINT	
					01-19-000-72540	885.80
			AGJ14636		T-48 1801 PREV MAINT	
					01-19-000-72540	721.76
					Total :	20,454.66
6139	2/7/2020	012902 GO PARTS INC.	170231		BLADES,BRAKE ROTORS	
					60-00-000-72540	54.52
					63-00-000-72540	18.17
					64-00-000-72540	31.15
					01-26-024-72540	51.92
					01-17-205-72540	109.96
					01-26-023-72540	103.84
					Total :	369.56
86140	2/7/2020	004538 GOLDY LOCKS	679227		FILE CABINET LOCK	
					01-26-025-73840	20.00
			679571		LOCK SET FOR POLICE DEPT MAN	
				VTP-017634	30-00-000-75420	759.76
					30-00-000-75420	20.00
					Total :	799.76
86141	2/7/2020	004438 GRAINGER	9419379475		URINAL SCREEN	
					01-26-025-73580	65.88
			9421511388		LUBRICANT	
					01-26-025-73580	55.32

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186141	2/7/2020	004438 GRAINGER	(Continued)			
			9422065384		WINDSHIELD DE-ICER, GLOVES	
					01-26-023-73845	199.44
					01-26-025-73580	174.07
			9422717539		TASK CHAIR	
					01-26-025-73110	164.18
			9424813542		UPRIGHT VACUUM	
					01-26-025-73580	416.48
			9424858968		HAND SANI	
					01-26-025-73580	106.12
			9425051985		FIRE HOSE	
					01-26-023-73870	322.10
			9425963148		HAND CREAM CANISTER	
					01-26-023-73845	56.10
		9426309739		SUPER GLUE		
					60-00-000-73840	11.44
					63-00-000-73840	3.81
					64-00-000-73840	6.53
			9426309747		COFFEE BREWER FOR VILLAGE H.	
				VTP-017636	01-26-025-73870	700.00
			9427972105		TASK CHAIR, PAINT, PALLET COVER	
					01-26-025-73110	82.09
					01-26-025-73870	218.42
					60-00-000-73620	9.70
					63-00-000-73620	9.70
					64-00-000-73620	8.32
			9427972113		VESTS	
					01-26-023-73845	135.20
					01-26-024-73845	67.60
					60-00-000-73845	85.18
					63-00-000-73845	9.46
					64-00-000-73845	40.56
			9429265805		GLOVES	
					01-26-024-73845	47.04
					01-26-023-73845	94.07
					60-00-000-73845	59.27
					63-00-000-73845	6.58

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
186141	2/7/2020	004438	GRAINGER	(Continued)		64-00-000-73845 Total :	28.22 3,182.8 8
186142	2/7/2020	019357	GUARDIAN ASSET MANAGEMENT	Ref001387775		UB Refund Cst #00510417 60-00-000-20599 Total :	26.08 26.0 8
186143	2/7/2020	014491	HANSEN DOOR INC.	8565		CONTROL STATION 3 BUTTON 01-26-025-72520 Total :	130.00 130.0 0
186144	2/7/2020	014528	ILL. ASSOC. OF PROPERTY AND	020420	VTP-017649	VICKI SEDOROOK/PROPERTY & E\ 01-17-205-72170 Total :	395.00 395.0 0
186145	2/7/2020	017826	ILLINOIS AUTOMATIC FIRE ALARM	1473		ROBERT BUTTALA/FIRE ALARM CO 14-00-000-72140 Total :	75.00 75.0 0
186146	2/7/2020	005123	ILLINOIS FIRE INSPECTORS ASSOC	21034		REGISTRATION (6) LUNCHEON 01-19-020-72170 Total :	180.00 180.0 0
186147	2/7/2020	013338	ILLINOIS PROSECUTOR SERVICES	3164	VTP-017630	CRIMINAL OFFENSE GUIDE 01-17-205-73590 Total :	820.00 820.0 0
186148	2/7/2020	017992	ILLINOIS SAR COUNCIL	20-66		MEMBERSHIP DUES 01-21-000-72720 Total :	50.00 50.0 0
186149	2/7/2020	015497	ILLINOIS SECRETARY OF STATE	020520		COVERT PLATES (3) VEHICLES~ 01-17-205-72860 Total :	453.00 453.0 0
186150	2/7/2020	005186	INTERSTATE BATTERY SYSTEM	279029		BATTERY 01-19-000-72540	56.98

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
186150	2/7/2020	005186	INTERSTATE BATTERY SYSTEM	(Continued) 33640090		BATTERIES 01-26-023-72530 Total :	419.90 476.8 !
186151	2/7/2020	019345	IPIA TRI-COUNTY CHAPTER 2	012920		MEMBERSHIP GENE LODE 01-33-300-72720 Total :	50.00 50.0 0
186152	2/7/2020	005251	J AND R SALES AND SERVICE INC.	0331136		SHARPENING KIT,CHAIN PICCO MI 01-26-023-73410 Total :	103.76 103.76
186153	2/7/2020	005212	JSR ENTERPRISES INC	23697 23918		PLUMBING SERVICE CONTRACT 01-26-025-72790 PLUMBING REPAIR WATER LEAK C	4,800.00
				24054		01-26-025-72520 PLUMBING REPAIR LEAK IN WALL 01-26-025-72520	2,338.53
186154	2/7/2020	007233	JOLIET SUSPENSION, INC.	122389	VTD 047620	Total : REPLACE REAR SPRINGS UNIT 22 01-26-023-72540	7,785.9
				122407	VTP-017629 VTP-017633	01-26-023-72540 REPLACE BOTH REAR SPRINGS O 01-26-023-72540 Total :	2,095.81 1,929.89 4,025.70
186155	2/7/2020	005413	KNOX COMPANY	INV02000940	VTP-017542	KNOX CONNECT SOFTWARE 01-19-000-72530 Total:	1,308.00 1,308.0 0
186156	2/7/2020	019248	K-TECH SPECIALTY COATINGS INC	202001-K0093	VTP-017626	PRE-WET ANTI-ICER & DEICER 01-26-023-73812 Total:	5,936.87 5,936.8 7
186157	2/7/2020	007100	M. E.SIMPSON COMPANY, INC	34723	VTP-017601	VALVE EXERCISING 60-00-000-72790	17,061.00

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Amoun	Description/Account	PO#	Invoice	Vendor	Date	Voucher
17,061.0	Total :		Y, INC (Continued)	007100 007100 M. E.SIMPSON COMPAN	2/7/2020	186157
	REIM. EXP. LUNCHEON		013020	013059 MAIOLO, DENISE	2/7/2020	186158
37.2	01-12-000-72220		0.0020			.00.00
37.2	Total :					
	EVOL CER, BRAKE ROTORS		40-545527	013969 MAP AUTOMOTIVE OF CHICAGO	2/7/2020	186159
180.4	01-21-000-72530					
	T/ROD END		40-545531			
29.4	01-21-000-72530					
209.8	Total :					
	CREDIT / BRAKE CAL W/HDW-RMF		15030-81417	012631 MASTER AUTO SUPPLY, LTD.	2/7/2020	186160
-130.0	01-26-024-72540					
	FUEL FILTER ,SPARK PLUGS		15030-83739			
7.6	01-19-000-72540					
	BRAKE PAD SET,ROTOR,FILTERS		15030-83812			
279.5	01-17-205-72540					
157.2	Total :					
	REMNANTS		73322	006074 MENARDS	2/7/2020	186161
160.8	01-19-020-73605					
	4 CYCLE GAS,TOOLBOX,WHEELS		74247			
11.1	01-19-020-73870					
69.9	01-19-020-73605		75005			
45.0	CO ALARM PLUG IN		75295			
15.9	01-19-020-73605		70004			
9.8	CARTRIDGE FILTER 01-26-025-73410		79984			
9.0	CABLE TIE,EXTEND A VENT,WALL		80035			
14.9	01-26-025-72520		00033			
1.9	01-26-025-73570					
1.0	CONN INSERT		80037			
3.2	01-26-025-73570					
	BRUSH SET,ALUM ANG,ACETONE		80041			
20.9	01-26-025-73410					
	COUPLINGS		80055			

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186161	2/7/2020	006074 MENARDS	(Continued)			
					60-00-000-73630	39.02
					63-00-000-73630	4.34
					64-00-000-73630	18.58
			80085		2X3X5 PERMABASE	
					60-00-000-72540	5.09
					63-00-000-72540	1.70
					64-00-000-72540	2.90
			80315		TIRE INFLATOR, COUPLER	
					60-00-000-73410	11.94
					63-00-000-73410	1.33
					64-00-000-73410	5.69
			80338		BAG-OIL DRI	
					01-19-000-73410	19.96
					Total :	419.58
186162	2/7/2020	005664 MORTON SALT INC	5402015231		ROAD SALT FOR 2019/2020 WINTE	
				VTP-017494	01-26-023-73810	26,048.13
			5402016491		ROAD SALT FOR 2019/2020 WINTE	,
				VTP-017494	01-26-023-73810	34,928.28
					Total :	60,976.41
186163	2/7/2020	017262 MSAB INC.	34246		SOFTWARE LICENSE RENEWAL	
				VTP-017604	01-17-225-72655	3,375.00
					Total:	3,375.00
						0,070.00
186164	2/7/2020	015386 MUNICIPAL GIS PARTNERS, INC	5290		GIS STAFFING	
					01-16-000-72652	8,708.00
					60-00-000-72652	5,486.04
					63-00-000-72652	609.56
					64-00-000-72652	2,612.40
					Total :	17,416.00
186165	2/7/2020	010810 MUNICIPAL SERV. CONSULTING INC	TPCN-01-20		CIMP JAN'20	
					30-00-000-75812	26,465.00
			TPCS-01-20		COMM & TECH PROJ REPAIR/UPGF	
					11-00-000-72750	10,447.50

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186165	2/7/2020	010810 MUNICIPAL SERV. CONSULTING INC	(Continued)			
			TPFD-01-20		FIRE SYSTEM IMPLEMENTATION E	
					30-00-000-75812	3,465.00
					Total :	40,377.50
186166	2/7/2020	015723 NICOR	01981510009		ACCT#01-98-15-1000 9 7780 W 183I	
					01-26-025-72511	349.12
			06821610000		ACCT#06-82-16-1000 0 6640 167TH	
					60-00-000-72511	209.67
					63-00-000-72511	209.67
					64-00-000-72511	179.71
			53463710003		ACCT#53-46-37-1000 3 18241 S 80T	
					01-26-025-72511	87.66
			54072310003		ACCT#54-07-23-1000 3 16250 OKA F	
					01-26-025-72511	1,642.67
			73675410002		ACCT#73-67-54-1000 2 7800 183RD	
					01-26-025-72511	1,341.65
			74433410003		ACCT#74-43-34-1000 3 7700 W 183I	
					01-26-025-72511	37.72
			83523710008		ACCT#83-52-37-1000 8 7980 183RD	
					01-26-025-72511	1,381.39
			96019958527		ACCT#96-01-99-5852 7 7999 W TIMI	
					01-26-025-72511	247.76
					Total :	5,687.02
186167	2/7/2020	006178 NORMAN'S	37302		CLEAN SANTA SUIT	
					01-35-000-72954	18.00
					Total :	18.00
186168	2/7/2020	006216 NORTH EAST MULTI-REG TRAINING	268746		R.PORCARO/DWI DETECTN&SFST	
					01-17-220-72140	450.00
			269187		USE OF FORCE WORKSHOP 1/29/2	100.00
			_00.0.		01-17-220-72140	1,038.00
					Total:	1,488.00
186169	2/7/2020	019356 NOWAK, LAWRENCE	Ref001387774		UB Refund Cst #00509075	
.00100	2,1,2020	5.0000 HOWING EMPILEMOL	. 101001001117		60-00-000-20599	12.74
					00-00-000-20099	14.74

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186169	2/7/2020	019356	019356 NOWAK, LAWRENCE	(Continued)		Total :	12.74
186170	2/7/2020	010135	ONSITE COMMUNICATIONS USA, INC	50049		TWO-WAY RADIO,ANTENNA 01-26-024-72550 Total :	487.00 487.00
186171	2/7/2020	019355	PALAGI, DAVID	Ref001387773		UB Refund Cst #00470415 60-00-000-20599 Total :	38.35 38.35
186172	2/7/2020	006475	PARK ACE HARDWARE	62899/1		#9404 BULB 01-19-000-72520 Total :	8.99 8.99
186173	2/7/2020	006507	POSTMASTER, U. S. POST OFFICE	013120		PERMIT #6/FEB'20 WATER BILLS 60-00-000-72110 64-00-000-72110 Total :	1,802.08 772.32 2,574.40
186174	2/7/2020	010575	PUBLIC AGENCY TRAINING COUNCIL	246574		SEMINAR JUSTIN RZESZUTKO 01-17-220-72140 Total :	495.00 495.00
186175	2/7/2020	019348	PUTZ, CHERI	020420		REFUND COMMUTER PLACARD 70-00-000-79000 Total:	60.00 60.00
186176	2/7/2020	018454	R.C.WEGMAN CONSTRUCTION CO	9	VTP-017027	CONSTRUC. OF FIRE STATION #2/4 33-00-000-75907 Total :	416,486.00 416,486.00
186177	2/7/2020	006361	RAY O' HERRON CO INC	2006664-IN 2007327-IN	VTP-017607	AMMUNITION 01-17-220-73760 FRED PACHECO / COMM SERV OFI 01-17-220-73610 Total :	3,405.00 465.42 3,870.42
186178	2/7/2020	006874	ROBINSON ENGINEERING CO. LTD.	20010338		16-R0402 175TH ST/RIDGELAND AV	

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2/7/2020 007453 SERVICE SANITATION, INC.

2/7/2020 007224 STANDARD EQUIPMENT COMPANY

2/7/2020 019358 SIMS, SHONTAY

2/7/2020 002592 SPOK, INC.

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186178	2/7/2020	006874 ROBINSON ENGINEERING CO. LTD.	(Continued)			
					33-00-000-75806	6,059.10
					Total :	6,059.10
186179	2/7/2020	006874 ROBINSON ENGINEERING CO. LTD.	19110366		11-320/THE BLVD AT CENTRL STATI	
					27-00-000-72840	5,171.00
					Total :	5,171.00
186180	2/7/2020	016334 RUSH TRUCK CENTERS	3017941894		CLAMP	
					01-26-023-72540	60.37
			3018116369		PIPE SHIELD	
					01-26-023-72540	186.78
					Total :	247.15
186181	2/7/2020	007629 SAM'S CLUB DIRECT	4328		COPY PAPER	
					01-19-000-73110	83.94
					Total :	83.94
186182	2/7/2020	011479 SEDOROOK, VICTORIA	020420		PER DIEM: MEALS, MILEAGE/TRNG	
					01-17-205-72170	154.71
					Total :	154.71

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Ref001387776

D6092566N

P19764

VTP-016993

Total:

Total:

Total:

SERVICE CONTRACTS FIRE TRAIN

ACCT#6092566-6 PAGER SERVICE

01-19-000-72750

60-00-000-20599

01-17-205-72125 01-26-025-72125

CARTRIDGE HYD 01-26-023-72540

UB Refund Cst #00510645

152.97

152.97

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Amo	Description/Account	PO#	Invoice	Vendor	Date	Voucher
243	Total :		JIPMENT COMPANY (Continued	007224 STANDARD EQUIPME	2/7/2020	186186
	CREDIT CALENDAR REFILL		TAGE 3430162312	012238 STAPLES BUSINESS ADVANTAGE	2/7/2020	186187
-0	01-14-000-73110					
	CARD STOCK,PAPER,LBL,ENV		3430162313			
573	01-15-000-73110		2.00.0=2.0			
	STAMP		3430162314			
33	01-17-205-73110					
	CREDIT CALENDARS		3430162315			
-13	01-17-205-73110					
	STAMP		3430702157			
33	01-17-205-73110					
	STAMP		3430702158			
33	01-17-205-73110					
	DVD SPINDLE, DOORSTOP, STENO		3430702159			
72	01-17-205-73110					
	SPLS 8.5 X 14		3430702161			
17	01-17-205-73110					
	11X17 REC COPY		3430702162			
21	01-17-205-73110					
	PAPERMATE INKJOY		3430702163			
18	01-17-205-73110					
	FILE,TAB		3430702165			
89	01-41-040-73110					
	PAD,PENS,POST-ITS,CLIP BADGE		3430702167			
198	01-14-000-73110					
	FILE JACKET		3437255606			
49	01-14-000-73110					
	8-TAB INSERT		3437255607			
32	01-12-000-73110					
	CORR RIBBON, PADS, ADD MACH R		3437255608			
78	01-15-000-73110					
73	01-14-000-73110					
	STAMPS		3437255609			
128	01-17-205-73110					
	BOSE COMPN, BNDER CLPS, HILTEI		3437255610			
126	01-17-205-73570					

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186187	2/7/2020	012238 STAPLES BUSINESS ADVANTAGE	(Continued)		01-17-205-73110 Total :	121.25 1,690.74
186188	2/7/2020	007658 STATE TREASURER	58388		TRAFIC SIGNLA MAINT HARLEM 16 01-26-024-72775 Total :	2,163.63 2,163.63
186189	2/7/2020	015452 STEINER ELECTRIC COMPANY	S006558005.001 S006562156.001		BOLT,CLAMP,CPLG 01-26-025-73570 STRIP/CUT TOOL 60-00-000-73410 63-00-000-73410 64-00-000-73410	12.63 24.85 2.76 11.83 52.07
186190	2/7/2020	007205 SUBURBAN LABORATORIES INC.	173166		DISINFECTANT BY PRODUCTS 60-00-000-72865 63-00-000-72865 Total :	370.00 370.00 740.00
186191	2/7/2020	018607 TELCOM INNOVATIONS GROUP, LLC	A54740		LABOR CHARGE / REMOTE SERVIC 01-26-025-72777 Total :	292.50 292.50
186192	2/7/2020	007777 THOMPSON ELEVATOR INSPECTION	20-0395		ELEVATOR INSPECTIONS 01-33-300-72853 Total :	114.00 114.00
186193	2/7/2020	007800 THYSSENKRUPP ELEVATOR CORP	3005058434		FULL MAINT PS BLDG 01-26-025-72790 Total :	1,214.44 1,214.44
186194	2/7/2020	007758 TINLEY AUTO REPAIR & TOWING	0014745		TOW 01-17-220-72753 Total :	85.00 85.00
186195	2/7/2020	007691 TINLEY PARK CHAMBER/COMMERCE	013020		NIEMEYER,GALANTE/65 ANNV/INAI	

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				01-12-000-72220	40.00	
				01-11-000-72220	40.00	
				Total :	80.00	
186196	2/7/2020	019006 TRAFFIC CONTROL COMPANY	14876		VTP-017382 RE-STRIPPING VARIOL	
					01-26-023-75802	20,905.28
					Total :	20,905.28
186197	2/7/2020	007909 TRI-RIVER POLICE TRAINING REG	4821		BONDI,CARRABOTTA/JUV OFFCR (
					01-17-220-72140	500.00
					Total :	500.00
186198	2/7/2020	012368 VISION INTEGRATED GRAPHICS,LLC	533755		#9 RETURN ENVELOPES FOR UTIL	
				VTP-017517	60-00-000-72310	1,823.54
				VTP-017517	64-00-000-72310	781.52
			533773		LATE NOTICES FOR DEC 1ST BILLS	
					60-00-000-72310	90.85
					64-00-000-72310	38.93
					60-00-000-72310	129.50
					64-00-000-72310	55.50
					60-00-000-72110	277.59
					64-00-000-72110	118.96
			533786		JAN 1ST WATER BILLS	
					60-00-000-72310	1,056.29
					64-00-000-72310	452.70
					60-00-000-72310	238.00
					64-00-000-72310 Total :	102.00 5,165.38
						0,100.00
186199	2/7/2020	016590 W L CONSTRUCTION SUPPLY LLC	24855	\/TD 047004	POWER TOOL WITH ACCESSORIES	040.00
			04050	VTP-017624	01-19-000-73410	919.98
			24856	\/TD 047004	POWER TOOL WITH ACCESSORIES	4 040 03
			25103	VTP-017624	01-19-000-73410 POWER TOOL WITH ACCESSORIES	1,319.97
			20100		FOWER TOOL WITH ACCESSURIES	

25104

VTP-017624

01-19-000-73410

POWER TOOL WITH ACCESSORIES

1,319.97

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Voucher List Village of Tinley Park

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/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
186199		016590 W L CONSTRUCTION SUPPLY LLC	(Continued)			7.1110411
100199	2///2020	010590 W L CONSTRUCTION SUPPLY LLC	(Continued)	VTP-017624	01-19-000-73410	919.9
			9917909	VII -01702-	VTP-017624 CREDIT BLADES	313.3
			0017000		01-19-000-73410	-599.9
					Total:	3,879.9
186200	2/7/2020	010165 WAREHOUSE DIRECT WORKPL SOLT	NS 4560970-0		WATER	
.00_00					01-26-023-73115	34.7
					60-00-000-73115	24.3
					64-00-000-73115	10.4
					01-26-024-73115	17.3
			4561347-0		PLANNER BOARD	
					01-26-025-73110	125.5
			4562909-0		HANG FOLDER	
					01-26-025-73110	17.4
					Total :	229.8
186201	2/7/2020	011055 WARREN OIL CO.	W1287159		N.L. GAS USED 1/17/20-1/29/20	
					01-17-205-73530	7,775.6
					01-19-000-73530	273.9
					01-19-020-73530	60.0
					01-21-000-73530	140.5
					60-00-000-73530	589.5
					63-00-000-73530	147.3
					64-00-000-73530	315.8
					01-26-023-73530	762.9
					01-26-024-73530	424.1
					01-33-300-73530	182.9
					01-12-000-73530	218.9
					01-14-000-73532	73.3
					14-00-000-73530	47.7
					01-53-000-73530	34.7
					01-42-000-73530	232.0
			W1287160		DIESEL USED 1/17/20-1/29/20	
					01-19-000-73545	782.1
					60-00-000-73545	180.2
					63-00-000-73545	45.0

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186201	2/7/2020	011055 WARREN OIL CO.	(Continued)			
			,		64-00-000-73545	96.54
					01-26-023-73545	3,856.38
					01-26-024-73545	51.15
					01-14-000-73531	2,081.46
					Total :	18,372.70
186202	2/7/2020	012976 ZYLKA, MATTHEW	020320		PER DIEM: LODG, MEALS/PEER SUI	
					01-17-220-72140	854.37
					Total :	854.37
9	5 Vouchers	for bank code : apbank			Bank total :	860,934.59

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Voucher List Village of Tinley Park

Bank code : ipmg

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
2623	2/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	1909* 1912*		PAYEE-ALPHA REVIEW CORPORAT 01-14-000-72542 Total :	200.75 200.75
2624	2/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	190912W021		PAYEE-ALIGN NETWORKS INC 01-14-000-72542 Total :	145.47 145.47
2625	2/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	190912W021-2		PAYEE-ALIGN NETWORKS INC 01-14-000-72542 Total :	304.53 304.53
2626	2/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	190912W021-3		PAYEE-ALIGN NETWORKS INC 01-14-000-72542 Total:	392.24 392.24
2627	2/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	190912W021		PAYEE-STAT ANESTHESIA SPECIAL 01-14-000-72542 Total :	511.85 511.85
2628	2/5/2020	018837	INSURANCE PROGRAM MANAGERS GR	190912W021		PAYEE-TODD SWARTZENTRUBER 01-14-000-72542 Total :	293.76 293.76
	6 Vouchers	for bank	code: ipmg			Bank total :	1,848.60
10	1 Vouchers	in this re	port			Total vouchers :	862,783.19

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Bank code	e: ipmg					
Voucher	Date	Vendor	Invoice	PO#	Description/Account	Amoun
	Hall do hereby against said v payment as profile in witness the	rk Village Board having duly met at Village vertify that the following claims or demands illage were presented and are approved for resented on the above listing. reof, the Village President and Clerk of Tinley Park, hereunto set their hands.				
		Village PresidentVillage Clerk Date				

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Bank code : ap_ff

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
12720	1/27/2020	005821 MICROSOFT CORP	012720		MICROSOFT OFFICE - O 36-00-000-73870	FFICE 365	106.24 106.24
127202	1/27/2020	000339 BEST BUY CO., INC.	012720		TREND MICRO IS 36-00-000-73870	Total :	47.80 47.80
	2 Vouchers	for bank code: ap ff			E	Bank total :	154.04

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Voucher	Date	Vendor		Invoice	PO#	Description/Account	Amount
2629			INSURANCE PROGRAM MANAGERS GR		10#	PAYEE-ALIGN NETWORKS INC	Amount
						01-14-000-72421 Total :	392.24 392.24
2630	2/11/2020	018837	INSURANCE PROGRAM MANAGERS GR	191230W018		PAYEE-BERNARD BRADY 01-14-000-72421 Total :	7,426.00 7,426.00
2631	2/11/2020	018837	INSURANCE PROGRAM MANAGERS GR	191230W018-2		PAYEE-PETERSON JOHNSON & ML 01-14-000-72421	448.50
						Total :	448.50
186203	2/14/2020	010318	ADVOCATE CHRIST MEDICAL CNTR	020420		20 BLS PROVIDER E-CARDS 01-19-020-73606 Total :	60.00 60.00
186204	2/14/2020	018294	ALLIANCE PAPER&FOOD SERV EQUIP	1064853-00	VTP-017448	2 REFRIGERATED BAKERY DISPLA 30-00-000-74106 Total :	13,293.21 13,293.21
186205	2/14/2020	002423	AMERICAN PUBLIC WORKS ASSOC	756520		NAT'L PW WEEK POSTER 01-26-023-73870 Total :	64.34 64.34
186206	2/14/2020	017251	ANICHINI, MICHELLE	020520		REIM.EXP. PEER SUPPORT TRNG I	000 07
						01-21-210-72170 Total :	629.37 629.37
186207	2/14/2020	002537	AURELIO'S PIZZA	020620		PIZZAS - PRESENTER EAP TRAININ 01-12-000-72220	66.76
						Total :	66.76
186208	2/14/2020	003166	B & J TOWING AND AUTO REPAIR	16541		TRUCK SAFETY INSPECTIONS 01-26-023-72266 01-26-024-72266 01-42-000-72266 Total:	183.00 146.00 28.00 357.00

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Bank code	:	apbank
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/oucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
186209	2/14/2020	010953	BATTERIES PLUS - 277	P22680656	-	BATTERIES		
						01-26-025-72530		73.90
				P24012539		BATTERIES		
						14-00-000-74150		147.80
							Total :	221.70
186210	2/14/2020	002974	BETTENHAUSEN CONSTRUCTION SERV	200012		HAULING STONES		
						01-26-023-72890		45.00
					60-00-000-73860		56.70	
						63-00-000-73860		6.30
					64-00-000-73860		27.00	
						70-00-000-73860		15.00
				200013		HAULING SPOILS		
					01-26-023-72890		180.00	
					60-00-000-73681		264.60	
					63-00-000-73681		29.40	
					64-00-000-73681		126.00	
			200014		HAULING STONES			
						01-26-023-73860		180.00
						70-00-000-73860		60.00
						60-00-000-73860		226.80
						63-00-000-73860		25.20
						64-00-000-73860		108.00
				200015		HAULING SPOILS		
						01-26-023-72890		60.00
						60-00-000-73681		88.20
						63-00-000-73681		9.80
						64-00-000-73681		42.00
				200016		HAULING STONES		
						01-26-023-73860		45.00
						70-00-000-73860		15.00
						60-00-000-73860		56.70
						63-00-000-73860		6.30
						64-00-000-73860		27.00
				200017		HAULING SPOILS		
						01-26-023-72890		650.00
				200018		HAULING STONES		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186210	2/14/2020	002974 BETTENHAUSEN CONSTRUCTION S	SERV (Continued)			
			,		01-26-023-73860	45.00
					70-00-000-73860	15.00
					60-00-000-73860	56.70
					63-00-000-73860	6.30
					64-00-000-73860	27.00
			200019		HAULING BROKEN CONCRETE, WC	
					01-26-023-72890	180.00
					60-00-000-73681	264.60
					63-00-000-73681	29.40
					64-00-000-73681	126.00
			200020		HAULING STONES	
					01-26-023-73860	180.00
					70-00-000-73860	60.00
					60-00-000-73860	226.80
					63-00-000-73860	25.20
					64-00-000-73860	108.00
			200021		HAULING WOOD CHIPS	
					01-26-023-72890	200.00
					Total :	3,900.00
186211	2/14/2020	016817 BEVERLY SNOW AND ICE INC	43025		PUBLIC SAFETY BUILDING LOT	
					01-26-023-72785	720.00
			43026		PUBLIC SAFETY BUILDING LOT	0.00
					01-26-023-72785	850.00
			43031		FIRESTATION 4	
					01-26-023-72785	560.00
			43032		FIRESTATION 4	
					01-26-023-72785	720.00
			43034		HELIPORT & EMA	
					01-26-023-72785	1,860.00
			43035		HELIPORT & EMA	•
					01-26-023-72785	2,440.00
			43036		HELIPORT & EMA	•
					01-26-023-72785	580.00
			43037		HICKORY ST PARKING STALLS	
					01-26-023-72785	1,090.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186211	2/14/2020	016817 BEVERLY SNOW AND ICE INC	(Continued)			
			43038		HICKORY ST PARKING STALLS	
					01-26-023-72785	1,390.00
			43043		MUNICIPAL LOTS SUBWAY	•
					01-26-023-72785	510.00
			43044		MUNICIPAL LOTS SUBWAY	
					01-26-023-72785	650.00
			43053		80TH AVENUE NORTH TRAIN LOT	
					70-00-000-72740	5,700.00
			43054		80TH AVENUE NORTH TRAIN LOT	•
					70-00-000-72740	7,500.00
			43055		80TH AVENUE NORTH TRAIN LOT	,
					70-00-000-72740	1,800.00
			43056		OAK PARK AVE TRAIN STATION	,
					70-00-000-72740	1,075.00
				01-26-023-72785	1,075.00	
		43057		OAK PARK AVE TRAIN STATION	•	
				70-00-000-72740	1,375.00	
					01-26-023-72785	1,375.00
			43058		OAK PARK AVE TRAIN STATION	•
					70-00-000-72740	300.00
					01-26-023-72785	300.00
			43062		POLICE DEPARTMENT	
					01-26-023-72785	850.00
			43063		POLICE DEPARTMENT	
					01-26-023-72785	1,095.00
			43068		80TH AVENUE SOUTH TRAIN LOT	•
					70-00-000-72740	6,100.00
			43069		80TH AVENUE SOUTH TRAIN LOT	•
					70-00-000-72740	8,000.00
			43070		80TH AVENUE SOUTH TRAIN LOT	•
					70-00-000-72740	1,900.00
			43072		MUNICIPAL LOT-UNITED METHODIS	,
					01-26-023-72785	570.00
			43074		VILLAGE HALL	
					01-26-023-72785	1,660.00
			43075		VILLAGE HALL	,

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186211	2/14/2020	016817 BEVERLY SNOW AND ICE INC	(Continued)			
					01-26-023-72785	2,150.00
			43080		ZABROCKI PLAZA	
					01-26-023-72785	560.00
			43081		ZABROCKI PLAZA	
					01-26-023-72785	710.00
			43091		HELIPORT & EMA	
					01-26-023-72785	580.00
			43092		HELIPORT & EMA	
					01-26-023-72785	580.00
			43103		80TH AVENUE NORTH TRAIN LOT	
					70-00-000-72740	1,800.00
			43104		80TH AVENUE NORTH TRAIN LOT	
					70-00-000-72740	1,800.00
			43105		OAK PARK AVE TRAIN STATION	
					70-00-000-72740	300.00
					01-26-023-72785	300.00
			43106		OAK PARK AVE TRAIN STATION	
					70-00-000-72740	300.00
					01-26-023-72785	300.00
			43113		80TH AVENUE SOUTH TRAIN LOT	
					70-00-000-72740	1,900.00
			43114		80TH AVENUE SOUTH TRAIN LOT	
					70-00-000-72740	1,900.00
			43117		VILLAGE HALL	
					01-26-023-72785	490.00
					Total :	65,715.00
186212	2/14/2020	016817 BEVERLY SNOW AND ICE INC	43022		TINLEY CREEK BRIDGE	
					01-26-023-72785	160.00
			43023		TINLEY CREEK BRIDGE	100.00
			10020		01-26-023-72785	210.00
			43028		FIRE STATION 3	210.00
			10020		01-26-023-72785	370.00
			43029		FIRE STATION 3	0,0.00
			10020		01-26-023-72785	480.00
			43033		FIRESTATION 4	+00.00
			10000		1 11 120 17 (110) (1	

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Voucher List Village of Tinley Park

oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amount
186212	2/14/2020	016817 BEVERLY SNOW AND ICE INC	(Continued)			
			,		01-26-023-72785	160.00
			43039		HICKORY ST PARKING STALLS	
					01-26-023-72785	300.00
			43040		MUNICIPAL LOTS (ED & JOES)	
					01-26-023-72785	300.00
			43041		MUNICIPAL LOTS (ED & JOES)	
					01-26-023-72785	390.00
			43045		MUNICIPAL LOTS SUBWAY	000.00
					01-26-023-72785	140.00
		43046		MUNICIPAL LOTS-BATH & KITCHEN	1 10.00	
			100 10		01-26-023-72785	220.00
		43047		MUNICIPAL LOTS-BATH & KITCHEN	220.00	
			100 11		01-26-023-72785	285.00
			43050		MUNICIPAL LOTS CARDINAL	200.00
			10000		01-26-023-72785	230.00
			43051		MUNICIPAL LOTS CARDINAL	200.00
			40001		01-26-023-72785	295.00
			43059		PAWS	200.00
			40000		01-26-023-72785	305.00
			43060		PAWS	303.00
			43000		01-26-023-72785	395.00
			43064		POLICE DEPARTMENT	333.00
			43004		01-26-023-72785	245.00
			43065		POST 11	243.00
			43003		01-26-023-72785	220.00
			43066		POST 11	220.00
			43000		01-26-023-72785	280.00
			43071		MUNICIPAL LOT-UNITED METHODIS	200.00
			43071		01-26-023-72785	440.00
			43076		VILLAGE HALL	440.00
			43076			400.00
			42077		01-26-023-72785	490.00
			43077		VOGT PLAZA	220.00
			42070		01-26-023-72785	330.00
			43078		VOGT PLAZA	400.00
			40000		01-26-023-72785	420.00
			43082		ZABROCKI PLAZA	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186212	2/14/2020	016817 BEVERLY SNOW AND ICE INC	(Continued)			
					01-26-023-72785	150.00
			43085		PUBLIC SAFETY BUILDING LOT	
					01-26-023-72785	130.00
			43089		FIRESTATION 4	
					01-26-023-72785	160.00
			43090		FIRESTATION 4	
					01-26-023-72785	160.00
			43093		HICKORY ST PARKING STALLS	
					01-26-023-72785	300.00
			43094		HICKORY ST PARKING STALLS	
					01-26-023-72785	300.00
		43097		MUNICIPAL LOTS SUBWAY		
				01-26-023-72785	140.00	
		43098		MUNICIPAL LOTS SUBWAY		
					01-26-023-72785	140.00
		43109		POLICE DEPARTMENT		
					01-26-023-72785	245.00
			43110		POLICE DEPARTMENT	
					01-26-023-72785	245.00
			43115		MUNICIPAL LOT-UNITED METHODIS	
					01-26-023-72785	130.00
			43118		VILLAGE HALL	
					01-26-023-72785	490.00
			43121		ZABROCKI PLAZA	
					01-26-023-72785	150.00
			43122		ZABROCKI PLAZA	
					01-26-023-72785	150.00
					Total :	9,555.00
186213	2/14/2020	016817 BEVERLY SNOW AND ICE INC	43024		TINLEY CREEK BRIDGE	
					01-26-023-72785	50.00
			43027		PUBLIC SAFETY BUILDING LOT	00.00
					01-26-023-72785	130.00
			43030		FIRE STATION 3	
					01-26-023-72785	110.00
			43042		MUNICIPAL LOTS (ED & JOES)	

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oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amoun
186213	2/14/2020	016817 BEVERLY SNOW AND ICE INC	(Continued)			
			,		01-26-023-72785	90.00
			43049		MUNICIPAL LOTS-BATH & KITCHEN	
					01-26-023-72785	65.00
			43052		MUNICIPAL LOTS CARDINAL	
					01-26-023-72785	65.00
			43061		PAWS	
					01-26-023-72785	90.00
			43067		POST 11	
					01-26-023-72785	60.00
		43073		MUNICIPAL LOT-UNITED METHODIS		
				01-26-023-72785	130.00	
		43079		VOGT PLAZA		
					01-26-023-72785	90.00
			43083		TINLEY CREEK BRIDGE	
					01-26-023-72785	50.00
			43084		TINLEY CREEK BRIDGE	
					01-26-023-72785	50.00
			43086		PUBLIC SAFETY BUILDING LOT	
					01-26-023-72785	130.00
			43087		FIRE STATION 3	
					01-26-023-72785	110.00
			43088		FIRE STATION 3	
					01-26-023-72785	110.00
			43095		MUNICIPAL LOTS (ED & JOES)	
					01-26-023-72785	90.00
			43096		MUNICIPAL LOTS (ED & JOES)	
					01-26-023-72785	90.00
			43099		MUNICIPAL LOTS-BATH & KITCHEN	
					01-26-023-72785	65.00
			43100		MUNICIPAL LOTS-BATH & KITCHEN	
					01-26-023-72785	65.00
			43101		MUNICIPAL LOTS CARDINAL	
					01-26-023-72785	65.00
			43102		MUNICIPAL LOTS CARDINAL	
					01-26-023-72785	65.00
			43107		PAWS	

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cher	Date	Vendor	Invoice	PO #	Description/Account	Amount
213	2/14/2020	016817 BEVERLY SNOW AND ICE INC	(Continued)			
					01-26-023-72785	90.00
			43108		PAWS	
					01-26-023-72785	90.00
			43111		POST 11	00.00
			43112		01-26-023-72785 POST 11	60.00
			43112		01-26-023-72785	60.00
			43116		MUNICIPAL LOT-UNITED METHODIS	60.00
			43110		01-26-023-72785	130.00
			43119		VOGT PLAZA	100.00
			10110		01-26-023-72785	90.00
			43120		VOGT PLAZA	
					01-26-023-72785	90.00
					Total :	2,380.00
214	2/14/2020	019364 BOGDON, MICHAEL	Ref001388194		UB Refund Cst #00499134	
					60-00-000-20599	26.44
					Total :	26.44
215	2/14/2020	019360 BONDI, THOMAS	021020		PER DIEM: MEALS JUV OFFICER TI	
					01-17-220-72140	60.00
					Total:	60.00
216	2/14/2020	019256 BURWOOD GROUP INC	EA-2020-30865		<it> - CITRIX ADHOC TECHNICAL S</it>	
				VTP-017526	01-16-000-72650	1,640.00
					Total:	1,640.00
247	2/44/2020	040044 CARRAROTTA CTEVEN	004000		DED DIEM: MEAL C. HIV OFFCD 2/2	
217	2/14/2020	019014 CARRABOTTA, STEVEN	021020		PER DIEM: MEALS: JUV OFFCR 2/3	00.00
					01-17-220-72140	60.00
					Total :	60.00
218	2/14/2020	017837 CART BLUE TEAM	021220		BLUE TEAM TOOL ASSESSMENT	
					01-19-000-72720	150.00
					Total :	150.00
219	2/14/2020	003396 CASE LOTS INC	2361		TOILET PAPER,URINAL SCREEN,TO	
		-			,	
219	2/14/2020	003396 CASE LOTS INC	2361		TOILET PAPER,URINAL SCREEN,TC	

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Amour	Description/Account	PO#	Invoice	•	Vendor	Date	Voucher
	<u> </u>		(Continued)	CASE LOTS INC	003396	2/14/2020	186219
385.0	01-26-025-73580		(
385.0	Total:						
	<it> - PD PATROL REPLACEMENT 1</it>		WPX9946	CDW GOVERNMENT INC	003243	2/14/2020	186220
37,950.0	30-00-000-74137	VTP-017594					
37,950.0	Total :						
	DUMP FEE		18756	CHICAGO STREET CCDD, LLC	017349	2/14/2020	186221
980.0	01-26-023-72890						
980.0	Total :						
	PRE-EMPLOYMENT INVEST/THIRD		5399	CHICAGOLAND INVESTIGATIVE SERV	018198	2/14/2020	186222
630.8	01-21-000-72446						
427.9	01-13-000-72446						
350.0	01-16-000-72446						
350.0	01-13-000-72446						
700.0	01-26-025-72446						
388.9	01-42-000-72446						
350.0	01-15-000-72446 01-33-320-72446						
350.0 350.0	01-42-000-72446						
1,275.0	01-26-025-72790						
350.0	01-15-000-72446						
5,522.6	Total:						
	1600472 & 1600474 ANICHINI,LAUD		12055	COLLEGE OF DUPAGE	012917	2/14/2020	186223
190.0	01-21-210-72140						
190.0	Total :						
	ACCT#930890410 2/1/20-2/29/20		95582117	COMCAST BUSINESS	017298	2/14/2020	186224
1,150.0	01-14-000-72125						
1,150.0	Total :						
	ACCT#8771401810170142 1/30/20-2		8771401810170142	COMCAST CABLE	012057	2/14/2020	186225
233.3	01-14-000-72125						
	ACCT#8771401810296319 2/8/20-3/		8771401810296319				

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oucher/	Date	Vendor		Invoice	PO#	Description/Account	Amoun
186225	2/14/2020		COMCAST CABLE	(Continued)			
100220	2/11/2020	012001	COMONOT CABLE	(continued)		01-14-000-72125	233.3
						Total :	466.70
186226	2/14/2020	013878	COMED - COMMONWEALTH EDISON	4406127057		ACCT#4406127057 16250 S OAK Pk	
						01-26-024-72510	64.00
						Total :	64.00
86227	2/14/2020	018311	CONNECTION	57465409		FLASH DRIVE	
						01-17-205-73110	211.20
						Total :	211.20
86228	2/14/2020	003408	COOK COUNTY TREASURER	31061000390000		PIN#31-06-100-039-0000 VOL 178 18	
						01-14-000-72357	7,858.49
						Total :	7,858.49
86229	2/14/2020	003408	COOK COUNTY TREASURER	28304110200000		PIN#28-30-411-020-0000 VOL 034 67	
						27-00-000-72357	4,531.84
						Total :	4,531.84
86230	2/14/2020	018234	CORE & MAIN LP	L779771		BALL CURB STOP	
						60-00-000-73630	221.10
						63-00-000-73630	24.57
				L781974		64-00-000-73630 CREDIT METER	105.3
				L/019/4		60-00-000-74175	-836.50
						64-00-000-74175	-358.50
				L782315		CORP STOP, FLARING TOOL	
						60-00-000-73630	253.89
						63-00-000-73630	28.2
						64-00-000-73630	120.90
				L796931		CPLG	
						60-00-000-73630	127.88
						63-00-000-73630 64-00-000-73630	14.2 ² 60.89
				L797878		FLARING TOOL	00.08
				L101010		I LANINO TOOL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186230	2/14/2020	018234 CORE & MAIN LP	(Continued)			
			,		63-00-000-73630	-7.98
					64-00-000-73630	-34.20
			L857553		MTR	
					60-00-000-74175	353.50
					64-00-000-74175	151.50
			L860591		FLG,METER	
					60-00-000-74175	1,277.50
					64-00-000-74175	547.50
			L883275		BALL CURB,CPLG	
					60-00-000-73630	226.76
					63-00-000-73630	25.19
			1 000 100		64-00-000-73630	107.98
			L889496	\/TD 047057	2" METER	4 004 50
				VTP-017657	60-00-000-74175	1,004.50
				VTP-017657	64-00-000-74175	430.50
					60-00-000-74175 64-00-000-74175	11.66 5.00
					Total:	3,789.61
					iotai .	3,769.61
186231	2/14/2020	013548 CREATIVE PRODUCT SOURCING INC.	131803		DARE GRADUATION SHIRTS	
				VTP-017628	01-17-230-73600	1,896.10
					Total :	1,896.10
186232	2/14/2020	003635 CROSSMARK PRINTING, INC	77539		PAYROLL FORMS	
					01-17-205-72310	389.35
			77589		FOOD ESTABLISHMENT INSPECTION	
					01-33-300-72310	91.29
			77685		BUSINESS CARDS KRISTINE A THIF	
					01-13-000-72310	57.15
			77704		LOCK IT OR LOSE IT CRIME PREVE	
				VTP-017666	01-17-215-73600	3,159.03
			77787		LOCK IT OR LOSE IT POSTER CRIM	
				VTP-017667	01-17-215-73600	86.62
					Total :	3,783.44
186233	2/14/2020	017073 DYNEGY ENERGY SERVICES LLC	146561320021		ACCT#GMCTIN1000 12/30/19-1/29/2	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186233	2/14/2020	017073 DYNEGY ENERGY SERVICES LLC	(Continued)			
					64-00-000-72510	479.90
					60-00-000-72510	4,511.86
					63-00-000-72510	4,511.85
					60-00-000-72510	1,715.63
					63-00-000-72510	1,715.63
					64-00-000-72510	4,783.13
					Total :	17,718.00
186234	2/14/2020	004152 ECOLAB PEST ELIMINATION INC.	8725013		PEST CONTROL VILLAGE HALL	
					01-26-025-72790	474.44
			8725014		PEST CONTROL TRAIN ST	
					01-26-025-72790	86.48
					Total :	560.92
186235	2/14/2020	011176 ELEMENT GRAPHICS & DESIGN, INC	15774		GRAPHICS/COMMANDER VEHICLE	
		,			01-17-205-72540	112.45
			15776		GRAPHICS-COMMANDER VEHICLE	
					01-17-205-72540	112.45
					Total :	224.90
186236	2/14/2020	012941 FMP	52-448149		SENSOR	
					01-17-205-72540	26.24
			52-448356		PAD,ROTORS	
					01-33-300-72540	127.05
			52-448424		COIL ASY,SPARK PLUGS	
					01-17-205-72540	109.86
			52-448679		COIL ASY-IGNITION, SPARK PLUGS	
					01-17-205-72540	180.92
					Total :	444.07
186237	2/14/2020	011611 FOX VALLEY FIRE & SAFETY CO.	IN00334623		MONTHLY RADIO MAINT 1/1/20-1/31	
				VTP-017472	14-00-000-72750	8,363.25
					Total :	8,363.25
186238	2/14/2020	017852 FUN EXPRESS, INC.	701034028-02		POT OF GOLD WITH RAINBOW	
		·			01-35-000-72923	30.39

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Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
186238	2/14/2020	017852	017852 FUN EXPRESS, INC.	(Continued)	_		Total :	30.39
186239	2/14/2020	019349	GARVEY'S OFFICE PRODUCTS	PINV1869491		PAPER		
						01-19-020-73110		35.38
							Total :	35.38
186240	2/14/2020	018387	GBJ SALES, LLC	2713		BAIT BLOCK,EARTH SCE	NTS/BUGS	
						60-00-000-73550		41.90
						63-00-000-73550		41.90
						64-00-000-73550		35.90
						60-00-000-73550		3.48
						63-00-000-73550		3.48
						64-00-000-73550		2.99
							Total :	129.65
186241	2/14/2020	012943	GODETTE CUSTODIAN, LAURA	021320		PETTY CASH/ 10/31/19-2/	/13/20	
						01-12-000-72220		20.00
						01-11-000-72220		5.00
						01-14-000-72110		7.45
						01-12-000-72220		5.00
						01-14-000-72110		7.00
						01-12-000-72220		10.00
						01-15-000-72140		5.00
						01-12-000-72220		5.00
							Total :	64.45
186242	2/14/2020	015397	GOVTEMPSUSALLC	2966189		1/26/20 & 2/2/20 PAULA W	/ALLRICH	
						01-33-310-72750		4,610.66
							Total :	4,610.66
186243	2/14/2020	004438	GRAINGER	9426440781		BINOCULAR		
						01-19-000-73410		63.11
				9431802652		SUPPLY LINE HOSE		
						60-00-000-73630		250.10
						63-00-000-73630		27.79
						64-00-000-73630		119.10
				9432462639		VACUUM BAGS		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186243	2/14/2020	004438 GRAINGER	(Continued)			
					01-26-025-73580	29.32
			9433322311		BLEACH.GLOVES	
					01-26-024-73845	3.41
					01-26-023-73845	6.80
					01-26-025-73580	56.00
					60-00-000-73845	4.28
					63-00-000-73845	0.48
					64-00-000-73845	2.04
			9433454742		COFFEE BREWER FOR PUBLIC W(
				VTP-017644	01-26-025-73870	735.00
			9434754546		TOILET WAND, SWIFFER DUSTER	
					01-26-025-73580	277.11
					Total :	1,574.54
186244	2/14/2020	012328 HOMER INDUSTRIES	S138223		CHIPS DROP CHARGE	
					01-26-023-72890	50.00
			S138245		BRUSH-DROP CHARGE	
					01-26-023-72890	200.00
			S138260		CHIPS DROP CHARGE	
					01-26-023-72890	50.00
					Total :	300.00
186245	2/14/2020	014898 IACP	0093634		MEMBERSHIP/ANTHONY CAMPBEL	
100210	2/11/2020	011000 1/101	0000001		01-17-205-72720	190.00
					Total :	190.00
					iotai.	130.00
186246	2/14/2020	005035 IGFOA	320205		MEMBERSHIP ANDREW BROWN	
					01-15-000-72720	100.00
					Total :	100.00
186247	2/14/2020	005161 IL TACTICAL OFFICERS ASSN	7876		KEITH SULLIVAN/IMMEDIATE TRAU	
1002-17	2/14/2020	000101 IE IAOTIOAE OIT IOERO AGOIN	7070		01-17-220-72140	450.00
					Total :	450.00 450.00
						700.00
186248	2/14/2020	018836 ILLINOIS COUNTIES RISK	RCB000000023076		2019-2020 ICRMT - PROPERTY AND	
					01-14-000-72421	51,410.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186248	2/14/2020	018836 ILLINOIS COUNTIES RISK	(Continued)			
					60-00-000-72421	8,255.05
					63-00-000-72421	8,255.05
					64-00-000-72421	3,209.48
					70-00-000-72421	2,313.47
			RCB000000023700		2019-2020 ICRMT - WORKERS' CON	
					01-14-000-72421	11,744.34
					60-00-000-72421	4,642.47
					63-00-000-72421	884.28
					64-00-000-72421	2,368.61
					70-00-000-72421	98.68
					Total :	93,181.88
186249	2/14/2020	005123 ILLINOIS FIRE INSPECTORS ASSOC	21217		IFIA 2020 FIRE & LIFE SAFETY CON	
					01-19-020-72140	325.00
					Total:	325.00
186250	2/14/2020	004985 ILLINOIS STATE TOLL HWY AUTH	G127000002859		TOLLS 10/1/19-12/31/19	
100230	2/14/2020	14/2020 004303 ILLINOIS STATE TOLETIWITASTIT	G127000002039		01-12-000-72130	27.25
					01-12-000-72130	16.00
					01-26-023-72170	54.55
					60-00-000-72170	9.32
					63-00-000-72170	1.03
					64-00-000-72170	4.43
					84-00-000-20199	0.95
					Total :	113.53
186251	2/14/2020	004896 IMAGING OFFICE SYSTEMS INC.	LAB020758		MICROFILM EXPUNGEMENTS	
100231	2/14/2020	004090 IMAGING OFFICE 3131EMS INC.	LAB020756	\/TD 047670		4 252 40
				VTP-017670	01-17-205-72345	1,353.10
					Total :	1,353.10
186252	2/14/2020	005127 INGALLS OCCUPATIONAL MEDICINE	286427		EXAMS	
					01-41-040-72846	1,162.00
					Total :	1,162.00
186253	2/14/2020	018232 INTERNAT'L ASSOC OF ARSON	2961		PAUL REYES/2020 TRNG CONF	
					01-19-020-72140	125.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
186253	2/14/2020	018232	INTERNAT'L ASSOC OF ARSON	(Continued)			
				2964		TIMOTHY GRIFFIN/2020 TRNG CON	
						01-19-020-72140	125.00
				2966		STEVEN LORENDO/2020 TRNG CO	
						01-19-020-72140	125.00
						Total :	375.00
186254	2/14/2020	005186	INTERSTATE BATTERY SYSTEM	279380		BATTERY	
						01-26-023-72540	121.95
				279453		CREDIT BATTERY	
						01-26-023-72540	-121.95
				58006363		BATTERY	
						01-17-205-72540	106.95
						Total :	106.95
186255	2/14/2020	004875	IRMA	SALES0018126		JAN'20 DEDUCTIBLE	
						01-14-000-72541	4,272.22
						64-00-000-72541	486.99
						70-00-000-72541	1,256.50
						60-00-000-72541	1,136.31
						Total :	7,152.02
186256	2/14/2020	019353	JUST 4 JUMPS INC	16362		DEPOSIT/RENTAL-RIDES & INFLAT/	
					VTP-017659	01-35-000-72923	1,841.67
						Total :	1,841.67
186257	2/14/2020	018427	KERESTES MARTIN ASSOC INC	2001.03-02		DESIGN DEV FEE INCOME	
						30-00-000-72987	340.00
						Total:	340.00
186258	2/14/2020	018292	KNICKERBOCKER ROOFING & PAVING	20114093		POLICE DEPARTMENT ROOF REPA	
100200	2/14/2020	010232	THIOREINDOOREIT NOOF ING & FAVIAGE	2011-000	VTP-017535	30-00-000-75103	1,925.00
					VII 017000	Total:	1,925.00
186259	2/14/2020	016616	KURTZ AMBULANCE SERVICE INC.	10439		EMS SERVICE AGREEMENT 1/1/20-	
100200	2/11/2020	010010	TROTTE / INDOE/ ITOE GET VIOLE ITO.	10100		01-21-000-72856	36,477.83
						Total:	36,477.83

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186260	2/14/2020	014190 LEHIGH HANSON	5798027		BED/BACKFILL	
					60-00-000-73860	101.74
					63-00-000-73860	11.30
					64-00-000-73860	48.45
					01-26-023-73860	80.75
					70-00-000-73860	26.91
			5798177		BED/BACKFILL	
					60-00-000-73860	406.82
					63-00-000-73860	45.20
					64-00-000-73860	193.72
					01-26-023-73860	322.87
					70-00-000-73860	107.62
			5798324		BED/BACKFILL	
					01-26-023-73860	81.66
					70-00-000-73860	27.22
					60-00-000-73860	102.90
					63-00-000-73860	11.43
					64-00-000-73860	49.00
					Total	1,617.59
186261	2/14/2020	003440 M. COOPER WINSUPPLY CO.	S2072542.001		URINAL GASKET, BOWL GASKET	
					01-26-025-73630	5.10
			S2073383.001		HANDLE ASSY	
					01-26-025-73840	15.56
			S2074942.001		TAPE,COUPLING	
					60-00-000-73631	24.65
					64-00-000-73631	10.56
			S2074980.001		COUPLING	
					60-00-000-73630	18.93
					63-00-000-73630	2.10
					64-00-000-73630	9.02
					Total	85.92
186262	2/14/2020	007100 M. E.SIMPSON COMPANY, INC	34696		LEAK LOCATION SERV PARLIMENT	
					60-00-000-72513	1,500.00
					Total	
					Iotai	1,50

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186263	2/14/2020	013059	MAIOLO, DENISE	020620		REIM. EXP. MILEAGE 15.6 @ 57.5	
						01-12-000-72130	8.97
						Total :	8.97
186264	2/14/2020	012631	MASTER AUTO SUPPLY, LTD.	15030-84186		RADIATOR CAP	
						01-26-023-72540	5.71
						Total :	5.71
186265	2/14/2020	005844	MCDONALD'S	013120		CELL MEALS JAN'20	
						01-17-220-72230	156.44
						Total :	156.44
186266	2/14/2020	019347	MCR MEDICAL SUPPLY	8022		CPR TRAINING VALVES, AED	
					VTP-017642	01-19-020-73606	572.89
						Total :	572.89
186267	2/14/2020	005645	MEADE ELECTRIC COMPANY INC.	691123		TRAFFIC SIGNAL MAINT 171&173 C	
						01-26-024-72775	495.00
						Total :	495.00
186268	2/14/2020	006074	MENARDS	80353		TOUGH BOX	
						01-26-023-73840	23.94
				80364		THREADLOCKERS, WASHERS, PAR	
						60-00-000-73630	13.05
						63-00-000-73630	1.45
						64-00-000-73630	6.22
				80374		ELECTRICAL SOLDER	0.50
				00500		01-26-025-73410 HAMMER	9.59
				80506		01-33-300-73870	12.99
				80539		PLUGS,BLADES,LED	12.99
				00000		01-19-000-73410	135.76
				80802		SLIDING MITER SAW	100.70
				0000_		01-19-000-73410	219.00
				80803		RAIL,HOOKS,STRAP,HOOK,HANGE	
						01-19-000-72140	169.21
						Total :	591.21

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
186269	2/14/2020	018341	MESIROW INSURANCE SERVICES,INC	984578		NEW BUSINESS FORMS COMMER(
						01-14-000-72421	6,991.83
						60-00-000-72421	1,122.69
						63-00-000-72421	1,122.69
						64-00-000-72421	436.49
						70-00-000-72421	314.63
						Total :	9,988.33
186270	2/14/2020	019316	MINUTEMAN SECURITY	35922		LICENSE PLATE READER SYSTEM	
					VTP-017576	30-00-000-74604	117,831.49
						30-00-000-74604	3,866.00
						Total :	121,697.49
186271	2/14/2020	014443	MURPHY & MILLER, INC	MC00007827		PREV MAINT METRA ST 18001 S 80	
						01-26-025-72790	592.83
				SVC00025375		LABOR REPL SEAL & GASKET FOR	
						01-26-025-72530	1,286.80
						Total :	1,879.63
186272	2/14/2020	015723	NICOR	09977410001		ACCT#09-97-74-1000 1 7801 W 1915	
						01-26-025-72511	485.56
				12213610004		ACCT#12-21-36-1000 4 7825 W 167 ⁻	
						01-26-025-72511	445.91
						Total :	931.47
186273	2/14/2020	006216	NORTH EAST MULTI-REG TRAINING	269543		USE OF FORCE WORKSHOP 2/5/20	
						01-17-220-72140	1,038.00
						Total :	1,038.00
186274	2/14/2020	006221	NORTHERN SAFETY CO. INC.	903809063		SFTY VEST	
						60-00-000-73845	24.52
						63-00-000-73845	2.72
						64-00-000-73845	11.69
						01-26-023-73845	38.93
						01-26-024-73845	19.47
				903809064		GLOVES,HARD CTD LENS	
						60-00-000-73845	92.11

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Voucher List Village of Tinley Park

oucher/	Date	Vendor		Invoice	PO #	Description/Account	Amount
186274	2/14/2020	006221	NORTHERN SAFETY CO. INC.	(Continued)			
						63-00-000-73845	10.24
						64-00-000-73845	43.86
						01-26-023-73845	146.21
						01-26-024-73845	73.10
						Total :	462.85
186275	2/14/2020	006388	O'HERN, MICHAEL E.	2020-01		CRASH INVESTIGATIONS	
						01-17-205-72750	2,087.53
						Total :	2,087.53
186276	2/14/2020	010135	ONSITE COMMUNICATIONS USA, INC	50061		VEHICLE EQUIPMENT	
					VTP-017669	01-17-205-72550	1,242.00
						Total :	1,242.00
186277	2/14/2020	006598	PERSHA, DARREN	162312		REIM. EXP. SEAT COVERS	
			-			01-17-220-73600	118.01
						Total :	118.01
186278	2/14/2020	017268	PETERSON JOHNSON & MURRAY	130550		4118.0001 JABER/OTHERS~	
						60-00-000-72850	1,381.00
				130562		4130.0001 VOTP - GENERAL MATTE	1,001100
						01-14-000-72850	30,279.50
				130563		4130.0003 FOIA~	
						01-14-000-72850	1,172.50
				130564		4130.0022 NEW BREMEN TIF~	
						27-00-000-72850	3,011.50
				130565		4130.0023 RUDSINSKI VS VOTP~	
				100500		60-00-000-72850	1,014.00
				130566		4130.0025 TP 2019 NO CASH BID~	50.50
				130567		01-14-000-72850	52.50
				130307		4130.0029 RACINO DEV (MENTAL H 20-00-000-72850	5,020.00
				130568		4130.0031 TP EMINENT DOMAIN~	5,020.00
				130300		01-14-000-72850	8,666.74
				130569		4130.0032 TINLEY VS GARY BROW	0,000.74
				• • •		01-14-000-72850	634.11

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Voucher List Village of Tinley Park

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
186278	2/14/2020	017268	PETERSON JOHNSON & MURRAY	(Continued)			
				130570		4130.0033 HARLEM VOLLMER ANN 01-14-000-72850	1,482.00
				130571		4131.0001 VOTP GENERAL LABOR 01-14-000-72855	6,318.00
				130574		4160.0001 VOTP PROSECUTIONS~	·
						01-14-000-72850	6,010.00
						Total :	65,041.85
186279	2/14/2020	015491	PIZZO & ASSOCIATES, LTD.	22344		8322 FAIRFIELD GLEN RESTORATION	
				22540		30-00-000-73681 8322 FAIRFIELD GLEN RESTORATION	11,241.57
				22340		30-00-000-73681	68,652.22
				22571		8322 FAIRFIELD GLEN RESTORATION	
						30-00-000-73681 Total :	51,823.19 131,716.98
							101,710.30
186280	2/14/2020	006784	POLONIA BANQUETS,INC	24688		SENIOR CENTER LUNCHEON FEB".	727.20
						01-41-056-72937 Total :	727.20 727.20
100001	0/44/0000	000700	DOMDIC TIDE CEDVICE INC	240457200			
186281	2/14/2020	006760	POMP'S TIRE SERVICE, INC	310157390		TURF TAMER TIRES 01-19-000-72570	339.00
				410750410		(4) ST205 75R15 TRAILER TIRES	
				440750440	VTP-017662	01-26-023-73560 P235/55R17 GOODYEAR TIRES	268.04
				410750412	VTP-017655	01-17-205-73560	972.00
						Total :	1,579.04
186282	2/14/2020	013587	PROSHRED SECURITY	100144299		SHREDDING	
						01-17-205-72750	310.00
						01-14-000-72750	100.00
						Total :	410.00
186283	2/14/2020	006850	QUILL CORPORATION	4302396		CONSOLE TABLE	
				4578690		01-26-025-74110 BSC CRT 2 LVL FILE SZ	226.78
				+310030		DOO ON I Z LVL FILE OZ	

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Voucher List Village of Tinley Park

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186283	2/14/2020	006850 QUILL CORPORATION	(Continued)			
			4618303		01-33-300-73110 8.5X11 80LB WHT GLSY CDSK-50	212.88
			4632905		01-35-000-73110 LASER,COLOR CODING	25.49
			4032903		01-35-000-73110	33.98
					Total :	499.13
186284	2/14/2020	014412 RAINS, SCOTT	021120		REIM.EXP. YAMBO'S FOOD,MEMBE	
					01-17-220-72240	54.99
					01-17-205-72720 Total :	50.00 104.99
100005	0/44/0000	047504 DELADVALE	400040C INI			101100
186285	2/14/2020	017584 RELADYNE	1260426-IN		CREDIT DRUM RETURN 01-26-023-73535	-80.00
			1266091-IN		(2) 55 GALLONS VERSAHYDRAULIC	
				VTP-017665	01-26-023-73535	818.01
					Total :	738.01
186286	2/14/2020	006974 RINGHOFER, WILLIAM	020920		HEALTH INSURANCE REIM FEB'20	500.40
					01-17-205-72435 Total :	593.13 593.13
186287	2/14/2020	006922 RUBINO'S ITALIAN IMPORTS	096		SUB PLATTER, SALADS - MTG & TR.	
100207	2/14/2020	000922 RUBINUS HALIAN IMPORTS	090		01-26-023-72170	258.63
					Total :	258.63
186288	2/14/2020	016334 RUSH TRUCK CENTERS	3018240566		SENSOR	
					01-26-023-72540	37.05
			3018241632		SENSOR 01-26-023-72540	93.60
			3018294347		CLAMP,PIPE	33.00
			2040200442		01-26-023-72540	60.37
			3018298413		PIPE,GASKET 01-26-023-72540	99.56
					Total:	290.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186289	2/14/2020	007049 RYDIN DECAL	366354		VEHICLE LICENSE DECALS	
					06-00-000-73210	5,776.45
			366398		VENDING DECAL	,
					01-13-000-72310	288.28
					Total :	6,064.73
186290	2/14/2020	007629 SAM'S CLUB DIRECT	3586		CRMR,SUGR,CHC MLK,CFFEE,SNC	
					01-14-000-73115	11.98
					60-00-000-73110	18.88
					63-00-000-73110	2.10
					64-00-000-73110	9.00
					01-26-025-73110	77.94
					60-00-000-73115	43.71
					64-00-000-73115	18.73
					01-26-023-73115	62.44
					01-26-024-73115	31.21
					01-19-000-73110	33.98
			4647		SNACKS,COOKIE TRAY	
					64-00-000-73115	1.08
					01-26-023-73115	3.59
					01-26-024-73115	1.80
					60-00-000-73115	2.51
					01-26-023-73115	45.84
					Total :	364.79
186291	2/14/2020	007621 SCOT DECAL COMPANY INC.	26304		MOTORCYCLE TAGS, DEALER TAGS	
					06-00-000-73210	400.00
					Total :	400.00
186292	2/14/2020	013043 SITE DESIGN GROUP, LTD.	7698-51		NATURAL AREAS MAINT 1/1/20-1/25	
					01-26-023-72847	2,122.96
			7946-33		MOWING 1/1/20-1/25/20	
					01-26-023-72847	623.75
			7947-16		LAWN TREATMENT 5/26/19-1/25/20	
					01-26-023-72847	72.50
			7954-25		PANDUIT LEGACY POND 1/1/20-1/2	
					16-00-000-75315	1,922.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186292	2/14/2020	013043 SITE DESIGN GROUP, LTD.	(Continued)			
			7955-21		IRRIGATION MAINT 1/1/20-1/25/20	
					01-26-023-72847	1,332.50
			8081-24		DOWNTOWN PLANTERS 1/1/20-1/2	
					01-26-023-72847	597.50
			8322-17		FAIRFIELD GLEN RESTORATION 1/	
					30-00-000-73681	387.50
			8323-18		APPLE POND DREDGING & RESTO	
					30-00-000-73681	289.05
			8498-13		SUBURBAN TREE CONSORTIUM 1/	
					01-26-023-72847	7,471.25
			8746-01		FACILITIES DEPT LANDSAPE ARCH	
					01-26-025-72847	52.50
					Total :	14,872.01
186293	2/14/2020	012238 STAPLES BUSINESS ADVANTAGE	3438380344		SANITIZER	
100200	2/11/2020	012200 0174 EE0 BOOMEOU71B WATMOO	0100000011		01-17-205-73110	39.78
			3438380345		FAN HEATER	00.10
			0 1000000 10		01-17-205-73110	38.99
					Total:	78.77
					Total .	70.77
186294	2/14/2020	014793 STS TOWING	7878		FLATBED TOW	
					01-19-020-72530	95.00
					Total :	95.00
186295	2/14/2020	007438 SUB TRAILER HITCH, INC.	12882		LOCKS	
100200	2/14/2020	007430 GOD HVAILERTHTOH, ING.	12002		01-26-023-73410	116.85
					Total :	116.85
					Total .	110.05
186296	2/14/2020	007297 SUTTON FORD INC./FLEET SALES	498466		MASK	
					01-21-000-72540	21.41
			498633		PUMP ASY, GASKETS, BELT CHAIN, 1	
					01-17-205-72540	328.06
			498691		BRACKET	
					01-17-205-72540	69.31
			498714		LATCH	
					01-12-000-72540	79.52

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
186296	2/14/2020	007297	SUTTON FORD INC./FLEET SALES	(Continued) 498758	-	MOTOR ASY,CORE 01-26-023-72540 Total :	111.17 609.47
186297	2/14/2020	012107	THE CAR SPA AT PARK HILLS	020620		COMPLETE INTERIOR / POLICE RA 01-17-205-72540	99.95 99.95
186298	2/14/2020	017520	THE COP FIRE SHOP	119968		PATCHES,BADGES 01-17-205-73610 Total :	71.00 71.00
186299	2/14/2020	004400	THE GORMAN GROUP, LTD.	020720		6706-12 NORTH ST APPRAISAL SEF 27-00-000-72790	1,500.00
				020720.		17309-13 OAK PARK AVE APPRAIS <i>!</i> 27-00-000-72790 Total :	1,500.00 3,000.00
186300	2/14/2020	2020 018724	018724 THE LOCKER SHOP	70847		CAP,T-SHIRT,PANTS,SHIRT/PETER 01-19-000-73610	149.00
				71127 O 71141		STEEL TOE BOOTS/D GRANT 01-19-000-73610 PANTS/T MULLER	159.00
				OE 71126		01-19-000-73610 PANTS,SHORTS,CAP,BELT,BOOTS/ 01-19-000-73610	56.00 345.00
				OES 71128		T-SHIRT,POLO,INSOLES/P REYES 01-19-000-73610	101.00
						Total :	810.00
186301	2/14/2020	007886	THEODORE POLYGRAPH SERVICE	6930		POLY EXAM MARYANNE REID TELE 01-41-040-72846 Total :	200.00 200.00
186302	2/14/2020	007717	THIRD DISTRICT FIRE CHIEF ASSN	4304		QUARTERLY MABAS 24 DUES & AS 01-19-000-72720	1,814.25

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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
186302	2/14/2020	007717	007717 THIRD DISTRICT FIRE CHIE	F ASSN (Continued)			Total :	1,814.25
186303	2/14/2020	014854	THOMSON REUTERS-WEST PYMNT CT	F 841781844		WEST INFO 1/1/20-1/31/20 01-17-225-72852	Total :	194.12 194.12
186304	2/14/2020	007800	THYSSENKRUPP ELEVATOR CORP	6000422170 6000422335		ELEVATOR PS BLDG CONT 01-26-025-72520 ELEVATOR PS BLDG CONT 01-26-025-72520		191.00 191.00 382.00
186305	2/14/2020	007758	TINLEY AUTO REPAIR & TOWING	0014784		TOW 01-17-220-72753	Total :	250.00 250.00
186306	2/14/2020	007930	TRANS UNION	01000356		BASIC SERV 12/26/19-1/25/2 01-17-225-72852	20 Total :	90.00 90.00
186307	2/14/2020	018250	VERIZON CONNECT NWF INC	OSV000002016882		TINL001 1/1/20-1/31/20 01-26-023-72790	Total :	322.15 322.15
186308	2/14/2020	006362	VILLAGE OF OAK LAWN	1-9990015-00		ACCT#1-9990015-00 1/1/20-60-00-000-73220 63-00-000-73220	2/1/20 Total :	489,175.32 451,546.44 940,721.76
186309	2/14/2020	010165	WAREHOUSE DIRECT WORKPL SOLTN	£ 4558071-0 4571938-0		MESH,TAPE,BINDER 01-21-210-73110 CALCULATOR		82.94
				4572687-0		01-26-025-73110 MARKER 01-26-025-73110		38.41 11.74
						5 3 0_0 . 0 0	Total :	133.09
186310	2/14/2020	008636	ZETTLEMEIER'S BAKERY	0234870		BAKERY ITEMS - SENIOR C	ENTER	

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113 Vouchers in this report

Voucher List Village of Tinley Park Page:

Total vouchers :

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1,671,746.61

Bank code : apbank

Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
186310	2/14/2020	008636 ZETTLEMEIER'S BAKERY	(Continued)				
			5847-5		01-41-056-72937 DONUTS		75.00
					01-21-210-73110		14.22
						Total :	89.22
11	1 Vouchers	for bank code: apbank				Bank total :	1,671,592.57

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

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-008

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6706 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS

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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-008

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6706 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS

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 the Tax Increment Allocation Redevelopment Act, 65 ILCS § 5/11-74.4-1, et seq. (the "Act"), on May 15, 2018, after providing all notices and conducting all public hearings as required by the Act, the Village adopted Ordinance No. 2018-O-015 designating the New Bremen Redevelopment Project Area ("Redevelopment Project Area"); and

WHEREAS, Subsections (c) and (f) of Section 11-74.4-4 of the Illinois Municipal Code provide that a municipality may "(c) [w]ithin a redevelopment project area, acquire by purchase, donation, lease or eminent domain own, convey, lease, mortgage or dispose of land and other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project" and "(f) [i]nstall, repair, construct, reconstruct or relocate streets, utilities and site improvements essential to the preparation of the redevelopment area for use in accordance with a redevelopment plan"; and

WHEREAS, this property is within the New Bremen Redevelopment Project Area, and its acquisition and redevelopment is in furtherance of the New Bremen Redevelopment Project Area and Plan; and

WHEREAS, the Village's Board of Trustees further believes that the acquisition of the Property is necessary for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5, and the real property described in attached Exhibit A ("Property") should be acquired to fulfill the goals and purposes of the Redevelopment Plan; and

WHEREAS, to date the Village has not been successful in negotiations with the owner of the Property, which according to a track search is Tinley Park Real Estate Investors, LLC; and

WHEREAS, the Village has offered or will offer to purchase said Property at fair market value in accordance with advice given to the Village by its consultants.

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 recitals set forth above are hereby adopted and incorporated into this Ordinance.

SECTION 2: That the Property is necessary and appropriate for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5 and that its acquisition is in furtherance of the goals and objectives of the New Bremen Redevelopment Project Area and Plan.

SECTION 3: That the Village Manager, his designees, and the Village Attorneys are hereby authorized to take all necessary steps to acquire fee simple title to the Property, including but not limited to extending an offer to the Owner at fair market value and if an agreement cannot be reached to acquire the Property through the filing of a condemnation action in the Circuit Court of Cook County.

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 18th day of February, 2020.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 18 th day of February, 2020	
	VILLAGE PRESIDENT
ATTEST:	
VILLAGE CLERK	

Exhibit A

Common Address: 6706 North Street, Tinley Park, Illinois

Legal Description:

LOT 1 IN BLOCK 4 IN THE VILLAGE OF BREMEN (NOW TINLEY PARK) A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent real estate tax number:

28-30-407-008-0000

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. 2020-O-008, "AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6706 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS" which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-009

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6712 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS

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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-009

AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6712 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS

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 the Tax Increment Allocation Redevelopment Act, 65 ILCS § 5/11-74.4-1, et seq. (the "Act"), on May 15, 2018, after providing all notices and conducting all public hearings as required by the Act, the Village adopted Ordinance No. 2018-O-015 designating the New Bremen Redevelopment Project Area ("Redevelopment Project Area"); and

WHEREAS, Subsections (c) and (f) of Section 11-74.4-4 of the Illinois Municipal Code provide that a municipality may "(c) [w]ithin a redevelopment project area, acquire by purchase, donation, lease or eminent domain own, convey, lease, mortgage or dispose of land and other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the municipality determines is reasonably necessary to achieve the objectives of the redevelopment plan and project" and "(f) [i]nstall, repair, construct, reconstruct or relocate streets, utilities and site improvements essential to the preparation of the redevelopment area for use in accordance with a redevelopment plan"; and

WHEREAS, this property is within the New Bremen Redevelopment Project Area, and its acquisition and redevelopment is in furtherance of the New Bremen Redevelopment Project Area and Plan; and

WHEREAS, the Village's Board of Trustees further believes that the acquisition of the Property is necessary for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5, and the real property described in attached Exhibit A ("Property") should be acquired to fulfill the goals and purposes of the Redevelopment Plan; and

WHEREAS, to date the Village has not been successful in negotiations with the owner of the Property, which according to a track search is Tinley Park Real Estate Investors, LLC; and

WHEREAS, the Village has offered or will offer to purchase said Property at fair market value in accordance with advice given to the Village by its consultants.

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 recitals set forth above are hereby adopted and incorporated into this Ordinance.

SECTION 2: That the Property is necessary and appropriate for a public purpose or purposes as contemplated by Section § 5-5-5 of the Eminent Domain Act, 735 ILCS 30/5-5-5 and that its acquisition is in furtherance of the goals and objectives of the New Bremen Redevelopment Project Area and Plan.

SECTION 3: That the Village Manager, his designees, and the Village Attorneys are hereby authorized to take all necessary steps to acquire fee simple title to the Property, including but not limited to extending an offer to the Owner at fair market value and if an agreement cannot be reached to acquire the Property through the filing of a condemnation action in the Circuit Court of Cook County.

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 18 th day of February, 2020.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 18th day of February, 2020.	
	VILLAGE PRESIDENT
ATTEST:	
ATTEST.	
VILLAGE CLERK	

Exhibit A

Common Address: 6712 North Street, Tinley Park, Illinois

Legal Description:

LOT 2 IN BLOCK 4 IN THE VILLAGE OF TINLEY PARK, FORMERLY BREMAN, IN THE SECTION 30 AND 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent real estate tax number:

28-30-407-007-0000

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. 2020-O-009, "AN ORDINANCE AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 6712 NORTH STREET THROUGH CONDEMNATION OR OTHER MEANS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-010

AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE TINLEY PARK CIVIL SERVICE COMMISSION

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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-010

AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE TINLEY PARK CIVIL SERVICE COMMISSION

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") previously established Rules and Regulations governing the Tinley Park Civil Services Commission; and

WHEREAS, the Commissioners of the Tinley Park Civil Service Commission have repealed, amended or added to the Rules and Regulations of the Tinley Park Civil Service Commission from time-to-time in accordance with the authority granted to the Civil Service Commission by the Village Board of Trustees and Illinois law; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, wish to repeal all existing Rules and Regulations of the Tinley Park Civil Service Commission, have considered recommended updates to the Civil Service Rules and Regulations as proposed by the Commissioners of the Civil Service Commission, the Village Human Resources Director and Village Chief of Police and have determined that it is in the best interest of the Village of Tinley Park and its residents to approve and direct the Tinley Park Civil Service Commission to adopt a new version of the Rules and Regulations governing the Tinley Park Civil Service Commission; 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 President and Board of Trustees of the Village of Tinley Park, hereby repeal in its entirety any existing versions of the Rules and Regulations of the Tinley Civil Service Commission and replace the Rules and Regulations of the Tinley Park Civil Service Commission with those attached hereto as Exhibit A.

SECTION 3: That the President and Board of Trustees of the Village of Tinley Park, hereby direct the Commissioners of the Civil Service Commission of the Village of Tinley Park to adopt the Rules and Regulations of the Tinley Park Civil service Commission in their entirety as presented in Exhibit A

SECTION 4: In accordance with the laws of Illinois, the Tinley Park Municipal Code and the Rules and Regulations of the Tinley Park Civil Service Commission attached hereto as Exhibit A, the Commissioners of the Tinley Park Civil Service Commission shall retain all future authority to repeal, amend or add to the Rules and Regulations attached as Exhibit A.

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 18th day of February 2020.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 18th day of February 2020.	
	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. 2020-O-010, "AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE TINLEY PARK CIVIL SERVICE COMMISSION," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February 2020.

KRISTIN A. THIRION, VILLAGE CLERK

RULES AND REGULATIONS OF THE CIVIL SERVICE COMMISSION

TINLEY PARK, ILLINOIS

As adopted by the Civil Service Commission of the Village of Tinley Park, Illinois, effective January ____, 2020 and approved by the Village Board of Trustees Ordinance Number .

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CHAPTER I – ADMINISTRATION

CHAPTER I – ADMINISTRATION SECTION 1 - SOURCE OF AUTHORITY

The Civil Service Commissioners of the Village of Tinley (the "Commission") derives its power and authority from Article 10, Division 1, of the Illinois Municipal Code (65 ILCS 5/10-1-1, *et seq.*), the applicable provisions of the Tinley Park Municipal Code and Village ordinances.

The Village Board of Trustees may adopt and amend these rules and regulations in accordance with its home rule authority. The Commission shall adopt, enforce, administer and amend these rules and regulations in accordance with the Village of Tinley Park Municipal Code, Village ordinances and consistent with governing state and federal law. All changes to these rules by the Commission shall be made at a properly convened meeting.

CHAPTER I – ADMINISTRATION SECTION 2 – DEFINITIONS

When the following terms are used in these rules and in other documents relating to the positions in the Civil Service Commission and the Classified Service of the Village of Tinley Park, they shall be interpreted as follows:

"Appointing Authority" - The Village Manager.

"Appointment" - The designation and induction into employment of an individual to a position in the classified service of the Village by proper authority.

"Village Civil Service" - All full time non-probationary positions within the jurisdiction of the Village of Tinley Park, except those positions specifically exempted from the Village Civil Service by law or by ordinance, or removed by the Commission.

"Class" - A group of positions with duties and responsibilities sufficiently alike to require of new employees the same general abilities, experience and knowledge for the efficient performance of the assigned duties. The character of these positions justifies common treatment in selection, testing, compensation by evaluation and other personnel practices, and permits interchange of employees without material loss of efficiency or after a brief period of training. Positions in one class are sufficiently different from positions in other classes to justify different treatment in one or more of the above listed items. A class may consist of only one position where no other positions of the same kind exist.

"Class Title" - The identifying designation given to a class.

"Classification Plan" - The arrangement of class titles by occupational service, with class codes and grade numbers. Definitions of classes and class titles are set forth in written specifications indicating the factors that make the positions in one class different from those in other classes.

"Classified Positions" - All non-probationary positions under the jurisdiction of the Civil Service Commission except those exempted by law or by ordinance, or removed from the Classification plan by the Commission.

"Classified Service" - The Village Civil Service.

"Commission" - The Civil Service Commission of the Village of Tinley Park, Illinois.

"Commissioners" - Members of the Civil Service Commission.

"Employee" - Any person certified to an office, position or place of employment in the classified service, either permanent or temporary, who is paid from public funds.

"Illinois Municipal Code" - An act to revise and codify the laws relating to cities, villages and incorporated towns approved and in full force May 29, 1961 as amended, 65 ILCS 5/1-1-1 et seq.

"Position" - The authorized combination of duties and responsibilities that are to be performed by one individual on a full-time basis. The term "position" means the same as "office or place of employment" as referred to in Section 10-1-3 of the Illinois Municipal Code.

"Title" - The identifying designation given to each position.

CHAPTER I – ADMINISTRATION SECTION 3 - OFFICERS OF COMMISSION AND THEIR DUTIES

- a) The Commission is comprised of three (3) members who shall be appointed by the Mayor with the approval of the Village Board of Trustees and serve three (3) year terms. Each Commissioner's three (3) year term shall be staggered such that no two Commissioners terms expire on the same year. The Mayor, with the approval of the Village Board of Trustees, shall annually appoint a single member to the Commission. Each member shall serve until such time he or she is reappointed by the Mayor and Board of Trustees or until such time that a new member is appointed to replace the member whose term is expiring. Any vacancy created before the natural termination of a Commissioner's term shall be filled by a member appointed to complete the term of the previous Commissioner.
- b) No person holding another office with the Village of Tinley Park shall be appointed or serve as a Commissioner. The acceptance of another office with the Village shall be treated as a resignation of his or her office as a Commissioner. No person who has been convicted of a felony under the laws of any state or the United States shall be appointed to the Commission. Anyone appointed as a Commissioner must be a resident of the Village of Tinley Park. Commissioners shall serve without compensation.
- c) Commission members may be removed at the request of the Mayor and approval of the Village Board of Trustees for any cause which, in the opinion of the Mayor and Board of Trustees warrants removal. Vacancies on the Board shall be filled in the same manner as the original appointments.
- d) The Commission shall annually elect one of its members as Chairperson to serve a one (1) year term. Such election shall be held on the first regular meeting after May 1, each year. In the event the elected Chairperson should leave the Commission for any reason, an interim Chairperson shall be elected by the remaining members to complete the unexpired term at the next regular meeting after his or her successor to the Commission is appointed. The Chairman shall be the presiding officer at all meetings.
- e) The Commission may have a Secretary who shall keep the Minutes of all meetings of the Commission in a permanent record book or by electronic means and shall be the custodian of all the forms, papers, books,

records and completed examinations of the Commission. The Commission Secretary shall be hired by the Village Clerk's office in accordance with current practice.

CHAPTER I – ADMINISTRATION SECTION 4 – MEETINGS

- a) Regular meetings of the Commission shall be held on the first and third Monday of each month at 6:00 p.m. unless otherwise fixed at a preceding meeting, or unless otherwise fixed in accordance with the provisions of the Illinois Open Meetings Act, Illinois Compiled Statutes, Chapter 5, 120/1-120/5.
- b) Special meetings may be held at any time on the call of a Commissioner. Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening. This notice shall contain a brief statement of the business to be submitted for the consideration of the Commission at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting unless by unanimous consent of the Commission.
- c) During any regular or special meeting a closed session may be held upon a proper motion made by any single member of the Commission for the purpose of discussing personnel. Closed sessions may be limited to Commission members and such invited persons as the Commission may deem necessary. The Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session. An audio or video record of each closed session will be maintained by the Secretary of the Commission and, after a minimum of 18 months, shall be disposed of in accordance with the provisions of the Open Meetings Act.
- d) Action taken at any meeting requires a quorum of the Commission be in attendance to become effective. A majority of the members of the Commission shall constitute a quorum.
- e) If a member is unable to be physically present at a meeting of the Commission, that member may attend and participate at a Commission meeting by telephonic or other electronic means provided that a quorum of the Commission's members are physically present at the meeting and vote to approve the attendance of the missing member by way of telephonic or other electronic means. The minutes of the meeting shall reflect, by name, those members of the Commission who are physically present as well as the name of who is attending by telephonic or other electronic means. Notice that a Commission member will be in attendance and participating at a Commission meeting not in person but electronically, shall be provided to the Commission's recording Secretary or the municipal clerk at least 48 hours prior to the scheduled meeting.
- f) Public notice of any regularly scheduled or special meeting shall be held in accordance with the Open Meetings Act.
- g) Agendas of all meetings shall include the order of business at any meeting as follows:
 - 1. CALL TO ORDER
 - 2. APPROVAL FOR MINUTES
 - 3. REVIEW CURRENT BILLS
 - 4. OLD BUSINESS
 - 5. NEW BUSINESS

- 6. COMMENTS FROM PUBLIC
- 7. ADJOURNMENT
- h) The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

CHAPTER I – ADMINISTRATION SECTION 5 - AMENDMENTS

Changes in the Civil Service Commission Rules shall be proposed and may be enacted at any regular meeting or a duly called special meeting. Such changes shall be in accordance with the Illinois Municipal Code, 65 ILCS 5/10-1-1, *et seq*, as amended, or as modified by ordinance. A notice shall be published, in a newspaper of general circulation in the municipality, specifying where such Rules are available for inspection.

CHAPTER I – ADMINISTRATION SECTION 6 - ANNUAL REPORT AND BUDGET REQUEST

The Commission shall, on or before January 15 of each year, make to the Mayor for transmission to the corporate authorities a report showing the Commission's own action, the rules in force, the practical effects thereof, and any suggestions it may have for the more effectual accomplishment of the goals and purposes of the Commission. This is in accordance with 65 ILCS 5/10-1-21.

Budget requests shall be made in accordance with Board of Trustee guidelines.

CHAPTER I – ADMINISTRATION SECTION 7 – REGULATIONS

The Commission may adopt regulations or procedures for the administration of its rules, the operation of its office, and the guidance of its members and employees. Such regulations or procedures shall be proposed and enacted at any regular meeting or duly called special meeting.

CHAPTER I – ADMINISTRATION SECTION 8 – REMOVAL AND ADDITION OF POSITIONS

The Commission has the authority to remove any position from the classified service as requested by the Appointing Authority. The Appointing Authority shall provide the Commission with a description of sufficient detail for any position to be added to the Classified service such that the Commission may determine the correct classification and examinations necessary to include the position in the Classification System.

CHAPTER I – ADMINISTRATION SECTION 9- RECORDS

The Commission shall maintain its records in accordance with applicant releases, Village policies, state or federal law, and administrative regulations including document preservations of the Local Records authority. Commission records or information contained therein may be released, transferred, disclosed, disseminated, or destroyed only as provided by applicable law. All application and examination records produced on behalf of and transmitted to the Commission by any individual or entity shall become the property of the Commission and shall be retained as required by law. The Secretary shall be responsible for the storage, maintenance and destruction of the Commission's records, in accordance with applicable law.

The Commission's records shall include, but not be limited to:

- Data and documentation regarding the Commission's processes for recruitment, selection, promotion, and discipline of all applicants and employees including the sworn members of the Village's Police Department.
- Data and documentation required to comply with state and federal laws and regulations regarding equal employment, including information categorizing applicants for employment by sex, race and national origin.
- Applications, waivers and releases, educational and military records.
- Recommendations, findings, reports, and results from tests and examinations authorized by the Commission, including medical reports, physical fitness testing results, written examinations results, psychological evaluations, and oral interview ratings. Any medical information regarding an applicant, candidate or employee shall be maintained in separate, secured files in accordance with the Americans with Disabilities Act.
- Findings, reports and recommendations associated with background investigations conducted on behalf by the Village's Police Department or other outside agency.
- Documentation regarding activities and events involving employees subject to disciplinary action.

The Village's Human Resources Department, in concert with the Chief of the Village's Police Department, shall be responsible for maintaining an employee record for each police department employee, separate from the Commission's files.

The Commission shall have access to the Village's employee records when necessary for action on an employee matter.

It is the policy of the Commission to permit access to and copying of public records in accordance with the Illinois Freedom of Information Act, balanced, however, by the limited exceptions recognized in the Act to safeguard individual privacy and the efficient operation of the Commission. The Commission shall appoint the Village's Freedom of Information Officer to ensure that the Commission complies with the Act under the Village's policy.

CHAPTER II - APPLICATIONS

CHAPTER II - APPLICATIONS SECTION 1 - RESIDENCE

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence or lawfully admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

All full-time employees shall, as a condition of employment and continued employment, be required to comply with any residency requirement established by the Village Board of Trustees.

CHAPTER II - APPLICATIONS SECTION 2 – NONDISCRIMINATION

It is the policy of the Commission to be a fair and equal opportunity employer. The Commission, its individual Commissioners, its administrative staff, and its agents shall not in any way discharge, refuse to employ, or discriminate against any person in regard to tenure, terms or conditions of employment, promotional opportunities, training or the like, provided the person is otherwise qualified, on the basis of race, religion, sex, color, creed, marital status, citizenship status, being a victim of domestic or sexual violence, physical or mental disability, age, national origin, ancestry, sexual orientation, pregnancy, military status, unfavorable discharge from military service, genetic information, as well as any other protected classification pursuant to state or federal law.

All applicants, candidates or employees shall be considered only on the basis of qualifications as required by the position being sought or held relative to experience, training, physical fitness, ability, skills, knowledge, and personal characteristics and integrity as a proper representative of the Village.

CHAPTER II - APPLICATIONS SECTION 3 – FORMS

Applications for position shall be filed upon forms furnished by the Commission, and applicants must comply with all instructions and requirements of these forms. The application must be filed with the Commission prior to taking an examination.

Additional alternative formats for application, if necessary, shall be available to individuals requesting them as an accommodation for a disability.

Every applicant must be of good moral character, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant shall furnish with his or her application a copy of his or her Military Service Record and Discharge papers, Social Security Card, Birth Certificate, High School Diploma or G.E.D Certificate, a copy of his or her College or University Degree and, if requested, a copy of a certified transcript of his or her course work from an accredited College or University.

A false statement knowingly made by a person in an application, connivance in any false statement made in any certificate which may accompany such application or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the examination.

Applicants must comply with the requirements of the application form and process in every respect. The Commission or its designee shall check the submitted application material for completeness. Incomplete or defective applications will not be accepted. Submission of an incomplete or defective application will disqualify any applicant.

CHAPTER II - APPLICATIONS SECTION 4 – TIME FOR FILING APPLICATIONS

The Commission shall designate the period during which applications will be received for any original entrance to service examination and the location of the place and period during which applicants for any promotional examination shall register.

CHAPTER II - APPLICATIONS SECTION 5 – APPLICATION FEES

The Commission may charge a fee to cover the costs of the application process as may be established from time to time. Applicable costs will be provided with the notice of the examination.

CHAPTER II - APPLICATIONS SECTION 6 – AGE

Applicants for original entrance to service examinations may not be less than 18 years of age. Applicants for original entrance to police service may not be less than 21 years of age. The Commission shall prescribe maximum or minimum age limits for examinations where prescribed by law and in accordance with 65 ILCS 5/10-1-1, *et seq*.

Applicants for a position as a police officer shall be under 35 years of age as of the date of the written examination. The Tinley Park Civil Service Commission complies with the age restrictions defined in the Illinois Municipal Code related to Civil Service Commissions found at 65 ILCS 5-10-1 through 5-10-38. Applicants for original appointment as a police patrol officer shall not have attained their 35th birthday except where an applicant has prior military service or has previous employment as a police patrol officer in the Village of Tinley Park. Applicants who have military service or who have previous employment as a police officer in the Village of Tinley shall not be eligible for original appointment if the applicant has attained his or her 40th birthday.

Proof of birth date may be required at the time of application.

CHAPTER II - APPLICATIONS SECTION 7 – SPECIAL QUALIFICATIONS

In examinations for positions requiring experience, technical, professional or scientific knowledge or when special qualifications are prescribed by laws or ordinances (certifications, licenses, etc.), the Commission may demand satisfactory proof of such special qualifications from the applicant prior to the written examination.

CHAPTER II - APPLICATIONS SECTION 8 – DISQUALIFICATIONS

The Commission may refuse to examine an applicant or, after examination, to certify him as eligible:

- Who is found to have made a false statement in any application for examination or promotion.
- Who is found to violate any rule, regulation or instruction of the Commission pertaining to an application or examination.
- Who is found lacking in any of the established preliminary requirements for the service for which he applies.
- Who is physically unable to perform the duties of the position to which he seeks appointment.
- Who is addicted to the use of intoxicating beverages or is found to have taken or used drugs and/or narcotics illegally.
- For persons applying for entrance into service examinations or promotion in the police department, who
 has been convicted of a felony or any misdemeanor, he shall have such conviction considered in
 determining their habits and moral character.
- Who has been dismissed from public service for cause.
- Whose pre-employment references provide information unsatisfactory for employment with the Village.
- Any applicant deemed disqualified under any of the above shall be notified by the Commission.

Nothing in this section shall be construed as a limitation on the Appointing Authority's right to discharge a probationary employee at or before the expiration of such employee's period of probation. Nor shall anything in this section be construed as a limitation on the Appointing Authority's right to discharge any other employee or right to deny any applicant the position being sought if the Appointing Authority otherwise has such right. If such termination occurs, the Appointing Authority will notify the Commission.

CHAPTER II - APPLICATIONS SECTION 9– CHANGE OF ADDRESS

It shall be the duty of each applicant to inform the Commission in writing of any change in his or her U.S. Postal Service address, e-mail address or telephone number, so that the Commission may maintain contact with applicants from initial application to final employment disposition. Failure to properly notify the Commission of

any change may result in the striking of the applicant's name from the application process or from the eligibility roster.

CHAPTER III - EXAMINATIONS

CHAPTER III - EXAMINATIONS SECTION 1 – GENERAL INFORMATION

The Civil Service Commission shall prescribe the subject that shall be included in original and promotional examinations. Weights will be assigned to these subjects in order to represent their value in determining a general average. Subjects and the respective weights for all original and promotional examinations shall conform to the schedule prescribed in published notices of examination as provided for in Section 10-1-11 of the Illinois Municipal Code.

The Civil Service Commission may charge an examination fee to applicants taking entrance to service examinations.

CHAPTER III - EXAMINATIONS SECTION 2 – NOTICE OF APPLICATION AND EXAMINATION

The Commission shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the Minutes of the Commission and shall include a statement of:

- a) The time and place where such examination will be held.
- b) The location where applications may be obtained and the date by which applications must be returned to the commission.
- c) The position to be filled from the resulting eligibility list.

Notices of the time and place, general scope, subjects, weights and fee of every entrance to service examination shall be given by the Commission by publication two (2) weeks preceding the examination. Publication will be in a newspaper of general circulation published in the municipality and/ or on the Village website. Information regarding the time and place, general scope, subjects, weights and fee of every entrance to service examination may also be published on the Village's website or shall be posted in a conspicuous place at Village Hall for two (2) weeks prior to the examination.

Examinations may be postponed by order of the Commission. The order shall state the reason for the postponement and shall designate a new date for the examination. Applicants shall be notified of the postponement and of the new date set for the examination.

CHAPTER III - EXAMINATIONS SECTION 3 – ORIENTATION AND TESTING OVERVIEW

Applicants may be required to attend an orientation program sponsored by the Commission. When such a requirement exists, the date and location of the orientation program shall be indicated on the application material. In addition, applicants may be required to participate in a physical aptitude test, written and oral examinations as determined by the Commission and as more particularly set forth below. The examination will be practical in character and shall relate to those matters which will fairly test the relative capabilities of the person tested to

discharge the duties of the position to which they seek to be appointed. Examination on subjects prescribed may be administered in written and/or oral forms and/or may be administered as an ocular, performance, manual, physical or practical demonstration. No examination shall contain questions regarding applicant's political or religious opinions or affiliations.

Subjects may include, but are not limited to:

Duties of position

Educational Tests

Aptitude Tests

Practical Tests

Courtesy Tests

Discipline Tests

Knowledge of Civil Government

Knowledge of Laws and Ordinances

Knowledge of the Village of Tinley Park

Physical Agility Tests

Performance Tests

Polygraph Tests

Psychological Tests

Oral Interviews

The sequence of testing may vary at the discretion of the Commission. Failure to achieve the minimum passing grade on any examination/component disqualifies the applicant from further participation in the testing process. Candidates who fail to achieve a passing grade will be notified and eliminated from all further consideration.

The Commission shall determine the weighting of each component of the testing process and the minimum passing grade for each examination. Except for examination declared to be on a "pass/fail" basis, and unless otherwise specified by the Commission, an applicant must correctly answer at least 70% of the examination questions to receive a minimum passing grade.

All examination papers shall be and remain the property of the Commission and the grading thereof by the Commission shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description.

CHAPTER III - EXAMINATIONS SECTION 4 - MINIMUM GRADE AND RATING OF AVERAGES

Except for such examinations or tests that the commission shall declare to be on a "pass/fail" basis, and unless otherwise specified by the Commission, an applicant must correctly answer at least 70% of the questions on each examination correctly. A failure to answer at least 70% of the examination questions correctly shall constitute final disqualification of an applicant. In the event that more than one examination is given, an applicant must answer at least 70% of the examination questions correctly on each examination in order to be eligible to take any successive examinations.

Upon completion of all examinations, the commission shall prepare a preliminary list of all successful applicants. This list shall be determined by adding the number of all of a successful applicant's correct answers to all of the

tests (except pass/fail tests), the resulting total shall be the numerator of a fraction. The denominator of that fraction will be the total number of questions on all tests, except pass/fail tests. The resulting fraction shall be expressed as a percentage, and that number shall be multiplied by 100. The preliminary list will be a list of all successful applicants listed from high score to low score.

All ratings performed by the Commission and/or its designee/agent shall be final and conclusive and not subject to review by any other board, court or tribunal of any kind or description.

CHAPTER III - EXAMINATIONS SECTION 5 - ORIGINAL APPOINTMENT INITIAL ELIGIBILITY REGISTERS

Except as otherwise provided by law or in these rules, eligibility registers will be compiled from the scores computed according to Section 4 of this rule. The names of eligible applicants shall be entered upon registers in the order listed above. Whenever two or more eligible applicants shall have the same general average, priority in time of filing of applications shall determine the respective standing.

Within sixty days after the completion of any required orientation and any initial written examination, an initial eligibility list shall be posted by the Commission, which shall show the final grade of the candidates in order of excellence and subject to claim for military credit or any permitted preference points. Candidates who are eligible for military credit or preference points shall make a claim in writing within ten (10) days after posting of the eligibility list or such claim shall be deemed waived.

CHAPTER III - EXAMINATIONS SECTION 6 - ORIGINAL APPOINTMENT FINAL ELIGIBILITY REGISTERS

Final eligibility registers will include a candidate's total cumulative score on all applicable examinations and shall include a candidate's request for military credit or any permitted preference points. Final eligibility registers shall rank candidates in order of excellence with the highest scoring candidate ranked first and each candidate placed on the list in descending order of their cumulative score including military credit or any permitted preference points.

The Commission may, at its discretion create an "Intermediate Eligibility Register" which shall rank applicants in order of excellence based on all applicants' initial written examination scores combined with any timely claims for military credit or permitted preference points. The Commission may use the Intermediate Eligibility Register to determine the order in which it will permit applicants to participate in continued testing or oral interviews. The Commission may select applicants individually or select any number of applicants to continue the evaluation process. The number of applicants to be advanced to an Intermediate Eligibility Register shall be determined at the discretion of the Commission.

A dated copy of the Final Eligibility Register shall be posted at the Tinley Park Village Hall and sent to each person whose name appears thereon by electronic mail or, where no email has been provided or the Commission receives a return notice from its attempt to deliver the list via electronic mail, by First Class Mail through the U.S. Postal Service.

CHAPTER III - EXAMINATIONS SECTION 7 - ORIGINAL APPOINTMENT REQUESTS FOR CERTIFICATION OF ELIGIBLE APPLICANT

Requests for certification of eligibles to fill position vacancies shall be made in writing by the Appointing Authority to the Commission. Such written requests shall specify title, class grade, general duties and rate for pay for the position. When vacancies are to be filled from an original register, the Commission will certify the name(s) of the individual(s) standing highest on the register for the class grade to which the position belongs.

Any applicant selected for a position in the classified service shall undergo a medical and physical (including mental) examination by a medical examiner appointed by the Commission at the time the applicant is certified to fill a vacancy. Final certification shall be conditioned on the satisfactory results of all medical and physical examinations. Certification shall be withdrawn where the examination reveals that the applicants suffers from a condition which would render him or her unable to perform the essential functions of the position for which they were certified, even with reasonable accommodation, or where the applicant poses a direct threat to his or her own health or safety or the health or safety of other Village employees.

Where the results of any medical or physical (including mental) examination are not conclusively satisfactory, the Commission, in its sole discretion, may request additional documentation or testing.

CHAPTER III - EXAMINATIONS SECTION 8 - ORIGINAL APPOINTMENT NOTICE OF CERTIFICATION

A written notice of certification will be sent to the eligible to be certified for employment. The written notice will be sent by electronic mail to the email address on file with the Village. Should the email be returned undeliverable, or the Commission fails to receive any acknowledgement of the email from the eligible applicant within fourteen (14) days, the a written notice of certification will be mailed by first class mail to the last known mailing address on file for the eligible applicant. Should the eligible applicant fail to respond within thirty (30) days, his or her name may be stricken from the eligibility roster and the Commission shall certify the next eligible name to the appointing authority.

CHAPTER III - EXAMINATIONS SECTION 9 – ORIGINAL APPOINTMENT EXPIRATION OF ELIGIBILITY REGISTERS

The Commission may strike off all names from any original appointment register after the names have remained thereon for two (2) years and one (1) day. The Commission shall strike off all names of applicants from promotional resisters after they have remained thereon for three (3) years.

In the event a Final Eligibility Register is nearing exhaustion before the expiration dates above, and the applicants were subject to additional testing or oral interviews such that the Commission utilized an Intermediate Eligibility List, the Commission, in its sole discretion may determine that any number of applicants remaining on the Intermediate Eligibility List shall be eligible for additional testing or oral interviews and placement on the Final Eligibility Register.

In the event a Final Eligibility Register is nearing exhaustion before the expiration dates above, and the Commission did not elect to use an Intermediate Eligibility List, the Commission may, in its sole discretion

commence the application and testing process before exhausting a Final Eligibility List provided that doing so will not create confusion among applicants.

CHAPTER III - EXAMINATIONS SECTION 10 – CERTIFICATION FROM MORE THAN ONE REGISTER

Employees who leave a position to accept employment by certification from another eligible register within Tinley Park, will be conclusively deemed to have separated themselves from their former position. Employees may be reinstated within six (6) months to a vacancy in the class of service from which they have been separated with the consent of the Commission, the Appointing Authority and with the approval of the Department Head concerned. When an employee accepts certification to a higher position, in which the duties are temporary, the employee may be reinstated to the former position without loss of seniority when the higher temporary duty has been completed, but only with the consent of the Commission and the Appointing Authority and if an opening in the former position exists. When an employee accepts an appointed position or a non-classified position outside of the Commission, the employee shall relinquish his or her status in the classified service and the employee shall not be reinstated to their former position.

CHAPTER III - EXAMINATIONS SECTION 11 – PROBATIONARY PERIOD FOR ALL POSITIONS

Original appointment to positions in the Classified Service shall be for a probationary period of twelve (12) months. Time served on probation, whether continuous or not, shall be credited upon the period of probation. Time spent attending training schools and seminars shall be excluded in calculating the probationary period.

CHAPTER III - EXAMINATIONS SECTION 12– NON-POLICE PROMOTIONAL EXAMINATIONS

Promotion for members of the Classified Service for all positions other than sworn police department personnel will be accomplished by competitive examinations which will include subjects and weights provided for in these rules or as the Commission may prescribe in addition thereto. The Commission shall investigate the merit and efficiency in service of individuals presenting themselves for promotion examinations. Merit and efficiency shall be assigned appropriate weights and rated on a scale of 100. The Commission shall also designate an appropriate award for seniority of service for those to be examined for promotion.

No person, regardless of seniority, merit or efficiency ratings, shall be entered upon a promotion list or register whose score is less than 70% (or who does not otherwise pass) on each of the prescribed subjects in the examination required by the Commission (not including seniority and merit and efficiency points). The weight to be given to each component of the testing process (including seniority and merit or efficiency ratings) shall be determined in writing by the Commission prior to the commencement of the promotional examination process. Once scoring is completed, persons will be placed on the promotion list or register in accordance with their scores. If 2 or more applicants achieve the identical final score, they shall be placed on the promotional eligible register in their order of seniority in the position from which they seek promotion.

CHAPTER III - EXAMINATIONS SECTION 13– NON-POLICE PROMOTIONAL SENIORITY CREDIT

Credit for seniority will be given for continuous service in the class of positions from which promotion is sought. Credit for seniority will also be given for actual service in a higher class of position in a similar line of duty to which the applicant has temporarily been assigned from the class of positions from which promotion is sought. Seniority shall be computed as of the date service commences. The marking to be entered for seniority in service shall be obtained by, one point for each year of service up to a maximum of 5 points.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 1 – GENERAL INFORMATION

The Commission shall give public notice of its intent to create a list of eligible candidates for appointment to the Police Department by a publication at least two (2) weeks preceding the examination in one or more newspapers published in the Village of Tinley Park; in one or more newspapers with a general circulation within the Village of Tinley Park; and/or the Village of Tinley Park's website. Notice of the examination may also be announced through other means as the Commission may prescribe, such as police service websites, regional colleges/universities, or job placement offices or websites.

All notices shall contain the following information:

- A statement of the position or positions for which an eligibility list is to be created.
- Where applications can be obtained and the deadline for submission of the application.
- The time and place where the orientation meeting and examinations will be held.
- The applicable fees to be charged to cover examination costs.

In addition to the information above, the notice on the Village's website shall also contain information regarding the general scope of the testing process, weights of components, merit criteria for any subjective component, and any preference points.

Examinations may be postponed in accordance with Chapter III, Section 2, above.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 2 – ELIGIBILITY REQUIREMENTS

Applicants for an entry-level position in the Tinley Park Police Department must meet the following criteria for submission of an application:

- A. Citizenship and Residency Applicants must be citizens of the United States of America. Proof of citizenship will be required at time of application. Sworn personnel of the Tinley Park Police Department shall not be required to be residents of the Village of Tinley Park.
- B. Age Applicants must be at least twenty-one (21) years of age and shall be under thirty-five (35) years of age, unless the applicant falls under one of the following exceptions to the maximum hiring age:
 - 1. Any person previously employed as a part-time police officer in the Village of Tinley Park Police Department; or
 - 2. Any person who is a veteran, shall be allowed to exceed the maximum age provision by the number of years served on active military duty, but shall be no older than forty (40) years of age.

Determining age for employment eligibility shall be calculated as of the applicants age on the date of the written exam. Proof of birth date will be required at time of application.

C. Education - Applicants must be a high school graduate or equivalent at the time of hire. Furthermore, applicants must have completed at least sixty (60) credit hours at an accredited college or university at the time of application and hold a Bachelor's degree in any discipline from an accredited college or university

at the time of appointment. Original, official transcripts from college or university will be required as proof of higher education.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 3 – APPLICATIONS

Applicants for full-time positions with the Police Department shall make application on forms approved by the Commission. Applicants must file their application with the required documents with the Commission or its agent(s) prior to deadlines set by the Commission and before taking any examination. Applications and required documentation received after the application deadline will not be accepted.

Applicants shall furnish with their applications:

- A copy of their "birth record" as proof of citizenship and age. Applicants may submit copies of a U.S. county or state issued birth record, valid U.S. passport, or naturalization papers, as their birth record. Hospital-issued birth certificates will not be accepted.
- A copy of their high school diploma. The Commission will also accept a copy of the applicants' high school transcript (showing graduation date) or evidence of a G.E.D. equivalence diploma. In cases of applicants who were educated outside the United States, appropriate documentation of a high school level diploma shall be determined on a case by case basis.
- A copy of their original, official transcript from an accredited college or university. At the time of application, the transcript must reflect completion of sixty (60) credit hours.
- A copy of their valid driver's license, including the back side if license bears renewal sticker.
- A. Releases- All applicants shall execute and deliver to the Commission or its agents on the Commission's forms a signed release of all liability prior to participating in the application and examination process and authorizing and empowering the Commission and its agents to conduct a background investigation of the applicant.
- B. Defective applications- As stated in Chapter II, Section 3 above, applicants must comply with the requirements of the application form in every respect. At the Commission's discretion, applicants may be requested to provide additional information or documentation for correction or clarification of minor omissions or deficiencies in their application. Nothing in this section shall require or obligate the Commission to seek such additional documentation. Failure to provide information or documents may be cause for refusing to further consider the applicant.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 4 – MANDATORY ORIENTATION

Applicants for non-Police positions may be required to attend an orientation program sponsored by the Commission. Applicants for full-time positions with the Police Department must attend a mandatory orientation session prior to testing. The Commission or its agents shall explain the testing process and provide orientation information to familiarize applicants to the process and the position for which they are applying. Failure to attend

the mandatory orientation session prior to testing will result in the applicant being prohibited from sitting for the written examination or having his or her name removed from the initial eligibility register.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 5 – PHYSICAL FITNESS REQUIREMENT

Applicants are required to undergo an examination of their physical ability to perform the essential functions of the patrol officer job in the Tinley Park Police Department. The Commission may require proof of a positive evaluation on the Peace Officer Wellness Evaluation Report (POWER) test for purposes of testing physical fitness.

When the Commission requires applicants must provide a copy of their current and valid POWER test certification card it must have been issued to the applicant within the six (6) months immediately preceding the mandatory orientation date. The Commission shall accept a valid POWER test certification card from any authorized testing authority. Any costs associated with acquiring a current and valid POWER test certification will be at the expense of the applicants.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 6 – TESTING AND ORAL INTERVIEWS

All written examinations shall be administered in a uniform manner ensuring the security and accuracy of scores achieved. Written examinations shall be scored in accordance with Chapter III, Section 4.

The Commission shall include an oral examination component for all applicants for original appointment to the Tinley Park Police Department. The Commission shall identify a specific number of candidates (the number to be determined at the discretion of the Commission and announced at orientation) to interview from the Initial Eligibility List in order to create a Final Eligibility register. Candidates who successfully pass the oral examination, as well as the writing assessment (if given), shall be included on the Final Eligibility Register.

At least three (3) individuals, designated by the Commission with input from the Chief of Police, shall participate in the oral examination of police officer candidates. Upon completion of each oral examination, the interviewers will independently rate the candidate's ability and fitness for the position of police officer on a standard scoring sheet. The Commission or its designate agent shall add up the interviewers' individual scoring sheets to determine a combined average oral examination score for each candidate.

The writing assessment (if given during an oral examination) shall be job-related and scored by the Commission or its agent. In testing processes where the writing assessment is given, it will be added to final oral interview score in a proportion determined by the Board and announced at the time of the notice of examination.

Candidates who fail to successfully complete the oral examination and/or the writing assessment (if given during an oral examination) will be notified in writing and eliminated from all further consideration.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 7 – EXPERIENCE PREFERENCE POINTS

Candidates who have successfully completed police probationary training for a different certified law enforcement agency, *i.e.* applicant must already be a police officer, shall be eligible for five (5) Experience Preference points. Candidates who are eligible for preference points and military credit must make a claim in writing within ten (10) days after the posting of the initial or preliminary eligibility register or such claim shall be waived. Such request shall be made with proof of claimed prior employment attached as written documentation. Such documentation shall include contact information by which the Commission may verify said prior employment prior to awarding Experience Preference points. Candidates who are eligible for Experience Preference points shall comply with all age requirements as identified in Chapter II, Section 6.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 8 – FINAL ELIGIBILITY REGISTER

Final eligibility registers will include a candidate's total cumulative score on all applicable examinations and shall include a candidate's request for military credit or any permitted preference points. Final eligibility registers shall rank candidates in order of excellence with the highest scoring candidate ranked first and each candidate placed on the list in descending order of their cumulative score including military credit or any permitted preference points.

A dated copy of the Final Eligibility Register shall be posted at the Tinley Park Village Hall and sent to each person whose name appears thereon by electronic mail or, where no email has been provided or the Commission receives a return notice from its attempt to deliver the list via electronic mail, by First Class Mail through the U.S. Postal Service.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 9 – BACKGROUND INVESTIGATION

The Commission requires an in-depth character and background investigation to be completed after a conditional offer of employment. The Investigation shall be graded on a pass/fail basis. The Investigation may include a verification of the candidate's qualifications and credentials, work record, criminal conviction history, and/or the verification of personal references.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 10 – WAIVER OF CERTIFICATION

A person certified to a position must report to the Appointing Authority within five (5) days from the date of certification. Failure to report will result in removal of the individual's name from the eligible register and automatic revocation of the certification.

The Commission may permit an eligible to waive certification if the Commission is notified by the individual within five (5) days of the date of certification. If the waiver is approved by the Commission, the name of the eligible will not be certified again until the waiver has been withdrawn by the eligible, in writing, to the Commission, or ceases to be in effect due to the passage of time. Waivers shall not be permitted for a period of more than six (6) months. If a waiver is not withdrawn within six (6) months from the date of approval, the waiver shall cease to be in effect and the individual's name will be reinstated in its proper place on the eligible register.

When an eligible enters military or naval service of the United States or is holding an existing position in the Classified Service of Tinley Park and waives certification for that reason, such waiver may stand during the life of the register, unless withdrawn. Eligibles will be allowed to request a waiver of certification only once.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT SECTION 1 – METHOD OF PROMOTION

Promotion for members of the Classified Service for sworn police department personnel positions will be accomplished by competitive examinations which will include subjects and weights provided for in these rules or as the Commission may prescribe in addition thereto. The Commission shall investigate the merit and efficiency in service of individuals presenting themselves for promotion examinations. Merit and efficiency shall be assigned appropriate weights and rated on a scale of 100. All candidates for promotion (placement on the promotional eligibility list) shall first take a written competitive examination approved by the commission. Any person, regardless of seniority, merit, or efficiency ratings, whose score is less than 70% on each and every examination, assessment, test or evaluation which results in a numerical score shall not be eligible for promotion. The weight to be given to each component of the testing process (including seniority and merit or efficiency ratings) shall be determined in writing by the Commission prior to the commencement of the promotional examination process. Once scoring is completed, persons will be placed on the promotion list or register in accordance with their scores. If 2 or more applicants achieve the identical final score, they shall be placed on the promotional eligible register in their order of seniority in the position from which they seek promotion.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT SECTION 2 – NOTICE OF EXAMINATION

The Commission shall provide written notice to all sworn members of the Police Department of its intent to create a list of eligible candidates for promotion. Such notice shall be provided to the sworn members through an announcement distributed by memorandum or e-mail.

Unless waived in writing by all members of the Police Department for which the promotional examination is to be given, the Commission shall give public notice of its intent to create a list of eligible candidates for promotion in the Police Department by a publication at least two (2) weeks preceding the examination in one or more newspapers with a general circulation within the Village of Tinley Park; or the Village of Tinley Park's website.

The notice shall contain the following information:

- A statement of the position or positions for which an eligibility list is to be created.
- The deadline for signing up to participate in the promotional testing.
- The time and place where the orientation meeting and examinations will be held.

Examinations may be postponed by order of the Commission. The order shall state the reason for the postponement and shall designate a new date for the examination. Candidates shall be notified of the postponement and of the new date set for the examination.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT SECTION 3 – ELIGIBILITY FOR PROMOTION

Examinations for promotion shall be competitive among such members of the next lower rank as desire to submit themselves for examination, as long as they have at least five (5) years of experience in their current rank with the Village of Tinley Park.

Should only one eligible candidate register for the examination or should all eligible candidates fail to pass the examination, the Commission may hold an entrance to service examination to fill the position.

No person shall be eligible for promotion unless the position in which he or she is actually employed as a sworn member of the police department at the time of the examination. If, however, an employee is on leave of absence from the class of service from which the promotional examination is to be given -- and is eligible to return to service--or is temporarily employed in a higher class position on a similar service while holding a rating in the class of service from which promotional examination will be given, the employee will considered eligible.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT SECTION 4 – SENIORITY

With regard to sworn police officers, credit for seniority will be given at the rate of 1 point for 5 years of continuous service; an additional 1 point for 8 years of continuous service; an additional 1 point for 12 years of continuous service; and, an additional 2 points for 16 years of continuous service as a police officer in the Village up to a maximum total of five (5) points.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT SECTION 5 – MERIT/EFFICIENCY POINTS

Records of merit or efficiency of patrol officers shall be developed by the Commission from reports or ratings submitted by the Chief of Police and/or from investigations made by the Commission. The Commission may, by written order in its minutes or in its rules, prescribe subjects or factors to be used in determining merit or efficiency ratings. Weights may be assigned to such subjects and factors in order to fairly reflect their relative values prior to the commencement of the promotional examination process. Merit and efficiency shall be rated on a scale of 100. Records of merit or efficiency ratings are not subject to publication or disclosure to any or all promotional candidates.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT SECTION 6 – MILITARY PREFERENCE POINTS

In promotion examinations, all persons who were engaged in the naval or military service of the United States during the years specified in Section 10-1-16 of the Illinois Municipal Code, who have been placed on the promotion eligibility register, shall be given such preferences as provided by law or ordinance. No person shall receive preference for a promotional appointment after receiving one promotion from an eligibility register on which he or she was allowed military preference points. Proof of military or naval service by virtue of which an eligible is entitled to claim preference in promotion examinations shall be furnished by the eligible to the Commission. Unless such proof is made, no preference will be accorded. The credit allowed by the Civil Service Act for military or naval service shall be added to the final grade average of the persons entitled to same whose names shall appear upon promotion eligibility registers.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE SECTION 1 – HEARING AUTHORITY

Where an employee engages in misconduct such that the Appointing Authority determines that discipline or discharge is warranted, the Appointing Authority shall have the authority to enact any such discipline or discharge against any employee hired through the provisions of the classified civil service of the Village subject to the provisions below.

The Commission shall have the authority to conduct a due process hearing in discipline or discharge matters involving non-probationary employees. Except as hereinafter provided in this Section, no employee in the classified civil service of the Village who is appointed under these rules and after examination, may be removed or discharged, or suspended for a period of more than 30 days, except for cause, upon written charges provided to the employee and the Commission and after an opportunity to be heard in his own defense. The Appointing Authority, shall, upon determining that a suspension greater than 30 days or a discharge is warranted, file with the Commission a declaration of such, providing the name of the employee, the date of discipline or discharge and a preliminary statement of charges against the employee. Upon receipt of such statement from the Appointing Authority, the Commission shall set the matter for a due process hearing which shall not be less than ten (10) days nor more than thirty (30) after the receipt of such statement by the Commission. The Appointing Authority may immediately administratively separate or suspend the employee from the Village subject to any reinstatement by the Commission.

The Chief of the Police shall have the right to suspend any officer under his command for a period not to exceed five (5) days, providing no charges on the same offense have been filed and are pending before the Commission, and he shall promptly notify the Commission in writing of such suspension. Any policeman so suspended may appeal to the Commission for a review of the suspension within five (5) days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Civil Service Commission. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such Officer, and to the Officer so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal. Where a collective bargaining agreement delineates an alternative method of due process, and that method is chosen by the officer or employee, the Commission will no longer have any authority to conduct a due process hearing as to that employee. The employee shall be without recourse to the Commission hearing process once he or she elects the alternative method.

Any employee or officer suspended for more than five (5) days, or suspended within six (6) months after a previous suspension, shall be entitled to appeal the shorter suspension by hearing before the Civil Service Commission concerning the propriety of such suspension. However, the employee, or officer, must register his or her request to appeal such a suspension by notifying the Civil Service Commission in writing within seventy-two (72) hours' time of the employee receiving notice of such a suspension, by filing written request to appeal such suspension with the office of the secretary of the Civil Service Commission. The Village may refute the employee's right to appeal such a suspension by demonstrating the employee failed to file his or her appeal within the above time period.

Probationary employees may be summarily dismissed by the Appointing Authority without recourse through the hearing process identified in this Chapter VI.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE SECTION 2 – HEARINGS IN GENERAL

Where the Commission has jurisdiction, the Commission shall conduct a fair and impartial administrative hearing of charges brought against any employee in a quasi-adjudicative role. Hearings before the Commission are not common law proceedings, and the provisions of the Illinois Code of Civil Procedure do not apply to hearings before the Commission.

All hearings shall be public, in accordance with the Illinois Open Meetings Act.

Parties to the proceedings may be represented by counsel, if they so desire. "Counsel" as used herein, means an individual who has been admitted to the bar as an attorney-at law in the State of Illinois.

All proceedings during a hearing before the Commission shall be recorded by a court reporter employed by the Commission.

All witnesses shall be sworn prior to testifying.

"Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for an employee to no longer occupying his or her position. The right to determine what constitutes cause is in the Commission.

The Commission may determine to first hear the witnesses substantiating the charges which have been made against the respondent or it may determine those witnesses in support of an appeal brought by a suspended employee shall be heard first. Thereafter the other party may present and examine those witnesses whom he desires the Commission to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

The matter will be decided by the Commission solely on the evidence presented at the hearing. No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Commission shall be allowed. The provisions of the Illinois Administrative Review Law shall apply to and govern all proceedings for the judicial review of final administrative decisions of the Commission.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE SECTION 3 – HEARING PROCEDURE

a) Complaints: Upon the setting of a hearing date by the Commission, the Village shall provide the Commission and the employee with a written complaint containing a statement of charges and a copy of relevant evidence or exhibits. Such documents shall be filed in quintuple, setting forth a plain and concise statement of the facts upon which the complaint is based. An additional copy shall be served on the appealing employee and his or her counsel. The written complaint including the relevant evidence or exhibits shall be filed with the Commission and served on the employee at least six (6) days prior to the hearing.

- b) Probable Cause: The Commission shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) Notification of Hearing: The Secretary of the Commission shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, e-mail or personally, of the time and place of the hearing of the charges.
- d) Continuances: The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Commission.
- e) Stipulations: Parties may, on their own behalf, or by Counsel, stipulate and agree in writing, or on the record, as to evidenced guilt. The facts so stipulated shall be considered as evidence in the proceeding.
 - In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his position as a result of a decision of the Commission following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.
- f) Sufficiency of Charges-Objections to: Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Commission.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE SECTION 4 – SUBPOENAS

Any party to an administrative hearing may, at any time before the hearing, make application to the Commission by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Commission to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE SECTION 5 – WITNESSES

All witnesses shall be required to take an oath to be administered by any member of the Commission or the Hearing Officer, if one be appointed by the Commission, before being examined. The Commission or the Hearing Officer, if one be appointed by the Commission, the prosecuting attorney, the accused, or the accused's attorney may examine all witnesses. All fees for the attendance of witnesses and for reimbursement for mileage shall be as provided for in subpoenas issued by the Circuit Court of Cook County.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE SECTION 6 – FINDING & DECISION

The finding and decision of the Civil Service Commission or Hearing Officer, when approved by the Commission, shall be entered on the record of the Civil Service Commission and shall be certified to the Appointing Authority, and shall forthwith be enforced by that officer. Notice of the finding and decision of the Commission shall also be sent to the officer or employee involved in the hearing.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE SECTION 7 – REMOVAL FOR PHYSICAL OR MENTAL DISABILITY

Whenever the head of a department shall deem it to be necessary to protect the interests of the service, he or she may require any officer or employee holding a position in the Classified Service and in his or her department, to submit to a physical examination by any licensed physician designated by the Commission for the purpose of determining his or her physical or mental fitness to perform his or her duties. Said examination shall be provided without cost to the officer or employee.

The Commission shall determine from the physician's report and from consultation with the officer or employee whether the officer or employee is an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act of 1990, as amended. The Commission will also determine whether a reasonable accommodation is required under the ADA. As part of this determination, the Commission will determine whether transfer to a vacant position would constitute a reasonable accommodation. If the Commission determines that the officer or employee is not a qualified individual with a disability because the individual cannot with reasonable accommodation perform the essential functions of the position which is held, the Secretary of the Commission shall prepare charges against the officer or employee and the Commission shall then proceed in accordance with these rules.

CHAPTER VII – CHANGES AFTER EMPLOYMENT

CHAPTER VII - CHANGES AFTER EMPLOYMENT SECTION 1 – TRANSFERS

Department heads, with the approval of the Appointing Authority, may affect the transfer of employees in the classified service from one position within a department to another position in the same department if they are of the same classification. The Civil Service Commission will be notified of all such transfers.

Department heads, with the approval of the Appointing Authority, may affect the transfer of employees in the classified service from one position of the same class in one department to another position of the same class in another department only after approval by the Civil Service Commission.

The Appointing Authority, may affect the transfer of an employee in the classified service to a position outside of the Classified service provided the employee is made aware that such a transfer shall cause the employee to relinquish any ability to appeal a suspension or termination through the Commission as outlined in Chapter VI above.

Transfers may not be affected in order to avoid the lay-off of an employee.

Transfers may not be affected when the examination upon which the appointment of the employee was based differs in character from the test applicable to the position to which the employee is to be transferred.

CHAPTER VII - CHANGES AFTER EMPLOYMENT SECTION 2 – LEAVES OF ABSENCE

Family and medical leaves and military leaves shall be granted by the Commission in accordance with the applicable provisions of all Federal, State and Municipal laws. Employees may be required to provide notice of or complete an application for any such leaves. The Appointing Authority, or his or her designee, shall manage and maintain such leave programs and shall inform and continue to update the Commission of any absences by any member of the Classified service. If a Leave of Absence is granted by the Commission during a probationary period, such probationary period shall be tolled until the probationary employee returns from his leave of absence.

CHAPTER VII – CHANGES AFTER EMPLOYMENT SECTION 3 – LAYOFFS, NON-POLICE PERSONNEL

Whenever it becomes necessary to reduce employment in any department other than the police department due to a lack of work, lack of funds, or for other valid reasons, the following will apply:

- a) The last employee certified to the class of position in which a reduction in force is to be made will be the first employee to be laid off.
- b) Employees laid off because of a reduction in force will have their names placed on a reinstatement roster for the class of position where the force reduction was made. When employment is increased, employees will be reinstated to service in order of seniority in that class and position. Failure to accept reinstatement after notification by the Appointing Authority within a reasonable time limit, not to exceed thirty (30) days, will result in that employee's name being removed from the reinstatement roster.

c) Employees laid off due to reduction in force may displace an employee with less seniority in the classified service in a position of a lower classification, if the laid off employee has previously passed the examination applicable to that position

CHAPTER VII – CHANGES AFTER EMPLOYMENT SECTION 4 – LAYOFFS, POLICE PERSONNEL

Unless otherwise provided in any collective bargaining agreement, when the force of the police department is reduced, seniority shall prevail, and the officers and members so reduced in rank or removed from the service of the police department shall be considered furloughed without pay from the positions from which they were reduced or removed.

Any such reductions and removals shall be in strict compliance with seniority and in no event shall any officer or member be reduced more than one rank in a reduction in force. Officers and members with the least seniority in the position to be reduced shall be reduced to the next lower rated position. For purposes of determining which officers and members will be reduced in rank, seniority shall be determined by adding the time spent at the rank or position from which the officer or member is to be reduced and the time spent at any higher rank or position in the department. For purposes of determining which officers or members in the lowest rank or position shall be removed from the department in the event of a layoff, length of service in the department shall be the basis for determining seniority, with the least senior such officer or member being the first so removed and laid off. Such officers or members laid off shall have their names placed on an appropriate re- employment list in the reverse order of dates of layoff.

If any officers or members are reinstated, they shall be notified by registered mail, email or personal notice of such reinstatement of positions and shall have prior right to such positions if otherwise qualified. In all cases seniority shall prevail. Written confirmation and acceptance of such reinstatement to a position must be made by the furloughed person within thirty (30) days after notification as above provided. Such person may be required to submit to examination by physicians of both the Commission and the appropriate pension board to determine fitness for duty.

CHAPTER VII – CHANGES AFTER EMPLOYMENT SECTION 5 – RESIGNATION AND RETIREMENT

Upon the resignation or retirement of an employee from the classified service, the employee shall indicate such resignation or retirement in writing. A copy of the resignation or retirement document shall be filed with the Civil Service Commission by the Appointing Authority. All resignations and retirements, whether oral or written, will be considered to be final when received.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-011

AN ORDINANCE REDUCING THE NUMBER OF CLASS "E" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE

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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-011

AN ORDINANCE REDUCING THE NUMBER OF CLASS "E" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE

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 Title XI, Chapter 112, Section 22 of the Village Code, liquor licenses may be authorized by the President and Board of Trustees of the Village of Tinley Park and the number of liquor licenses authorized to be issued for each license class shall be kept on record in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park desire to amend Title XI, Chapter 112, Section 22 of the Village Code to reduce the availability of one (1) Class "E" liquor license; 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 said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 22 of the Village Code to reduce the number of Class "E" liquor licenses authorized to be issued pursuant to this Ordinance; and

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

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

SECTION 2: Pursuant to Title XI, Chapter 112, Section 22 of the Village of Tinley Park Village Code, the number of Class "E" licenses that can be issued by the Village shall be and is hereby reduced from eight (8) to seven (7) (this decrease in the number of Class "E" liquor licenses reflects the reduction of an inactive Class "E" liquor license).

SECTION 3: 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 4: That this Ordinance 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 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 18 th day of February, 2020.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 18th day of February, 2020.	
ATTEST:	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. 2020-O-011, "AN ORDINANCE REDUCING THE NUMBER OF CLASS "A" AND CLASS "AV" LIQUOR LICENSES THAT CAN BE ISSUED IN THE VILLAGE (TRIBES ALEHOUSE LOCATED AT 9501 WEST 171ST STREET, RICH'S PIZZA JOINT LOCATED AT 7014 183RD STREET)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Date: February 4, 2020

To: Administration and Legal Committee

From: Hannah Lipman, Management Analyst

Subject: Code Amendment – Class K-1 Liquor Classification

The Village Code, pursuant to \$112.20(K)(1) and \$112.20(K)(2), provides two liquor license classifications for establishments operating as a banquet/event space. A recent liquor license request for a banquet space has prompted a review of \$112.20(K)(1) and \$112.20(K)(2), to determine the best fit for current and future requests.

The Class K License could be considered a true banquet use classification, requiring such facilities to be unconnected with any other facility and hosting full sit-down meals with 250+ guests. There are only two (2) Class K licenses issued at this time.

(K) (1) Class K License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for banquet hall facilities. Such facilities must be unconnected with any restaurant, theatre, or nightclub, or similar business, and shall occupy the entire building in which the facilities are located. The banquet hall facilities must have seating for at least 250 persons for full sit-down dinners, and sale of alcoholic liquor shall be limited to sales in conjunction with banquets only. The annual fee for this license shall be \$600 if the facility has a maximum seating capacity of 275 or less, and \$1,500 if the facility has a seating capacity in excess of 275. Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall not be allowed in a class K licensed premises.

The Class K-1 License aims to serve smaller banquet/event spaces with less than 250 guests. It requires the holder of the license to cater all events. There is only one (1) Class K-1 license issued at present.

Class K-1 License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for use in conjunction with banquet functions. Such banquet facilities must be unconnected with any restaurant, theater or nightclub, or similar business, and may not have seating for more than 250 persons. Such facilities may be contained within a building occupying other facilities, specifically including Metra train station facilities. **The holder of the license must cater all banquets and provide all facilities.** The annual fee for this license shall be \$200. Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall not be allowed in a class K-1 licensed premises.

Upon review of both liquor classes, the Liquor Commissioner recommends that a minor amendment be made to Class K-1 license. The Class K license will continue to provide for full sit-down meals, while the proposed

amendment to Class K-1 license would allow food to be catered from outside vendors. A review of other municipalities provides that similar banquet/event spaces of smaller sizes to which the Class K-1 license applies, allow outside catering. Additionally, having only three (3) banquet licenses issued, the proposed amendment will provide various options for any future requests as the Village.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-012

AN ORDINANCE AMENDING TITLE XI CHAPTER 122 OF THE VILLAGE CODE PERTAINING TO K-1 LIQUOR LICENSES

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

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
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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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

ORDINANCE NO. 2020-O-012

AN ORDINANCE AMENDING TITLE XI CHAPTER 122 OF THE VILLAGE CODE PERTAINING TO K-1 LIQUOR LICENSES

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") through direction by the Village's Liquor Commissioner desires to amend certain sections of Title XI, Chapter 112, Section 20, pertaining to Class "K-1" liquor licenses ("Amendments"); and

WHEREAS, said Amendments will allow a K-1 liquor license holder to cater banquet events from outside vendors; and

WHEREAS, the Village's Administrative & Legal Committee met on February 11, 2020 to discuss said Amendments, however, at that meeting a motion to recommend said Amendments to the Village Board failed; 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 said Village of Tinley Park and its residents to amend Title XI, Chapter 112, Section 20 of the Village Code and approve said Amendments; 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 finding of fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Village Board of the Village of Tinley Park, hereby approve said Amendments to Title IX, Chapter 112, Section 20 by deleting the following strikethrough language and adding the following underlined language in alphanumerical order as follows:

(K)

- (1) Class K License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for banquet hall facilities. Such facilities must be unconnected with any restaurant, theatre, or nightclub, or similar business, and shall occupy the entire building in which the facilities are located. The banquet hall facilities must have seating for at least 250 persons for full sit-down dinners, and sale of alcoholic liquor shall be limited to sales in conjunction with banquets only. The annual fee for this license shall be \$600 if the facility has a maximum seating capacity of 275 or less, and \$1,500 if the facility has a seating capacity in excess of 275. Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall not be allowed in a class K licensed premises.
- Class K-1 License. Shall authorize the retail sale of alcoholic liquor only on the premises designated therein, and shall be available only for use in conjunction with banquet functions. Such banquet facilities must be unconnected with any restaurant, theater or nightclub, or similar business, and may not have seating for more than 250 persons. Such facilities may be contained within a building occupying other facilities, specifically including Metra train station facilities. The holder of the license must cater all banquets and provide all facilities. The holder of the license may cater events from outside vendors so long as those vendors are licensed to prepare, serve, or sell food within the Village as provided in Title XI, Chapter 115. The annual fee for this license shall be \$200. Video gaming as defined under the Illinois Video Gaming Act, ILCS Ch. 230, Act 40, §§ 1 et seq., shall not be allowed in a class K-1 licensed premises.

SECTION 3: 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 4: That this Ordinance 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 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.

APPROVED THIS 18" day of February, 2020.	VILLAGE PRESIDENT
APPROVED THIS 18 th day of February, 2020.	
ABSENT:	
NAYS:	
AYES:	

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. 2020-O-012, "AN ORDINANCE AMENDING TITLE XI CHAPTER 122 OF THE VILLAGE CODE PERTAINING TO K-1 LIQUOR LICENSES," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK



Date:

February 4, 2020

To:

John Urbanski, Assistant Public Works Director

From:

Joe Fitzpatrick, Water Superintendent

Subject:

Smoke/Dye Testing and Manhole Inspections under 2018-RFP-005 Renewal

Presented for February 11, 2020 PW Committee / February 18, 2020 Village Board Meeting agenda consideration and action.

<u>Description:</u> This project consists of smoke testing sanitary sewers in the areas of the Village considered to be high risk for inflow and infiltration of ground water. Smoke testing helps to identify defects in the sanitary sewers that can allow ground water to infiltrate the sanitary system.

<u>Background</u>: The desired work was spelled out in an RFP to seek qualified contractor proposals to perform the testing and inspection of the sanitary sewer system in the areas labeled as high risk for inflow and infiltration. The RFP proposed that the awarded contract would be written for one (1) year, with an option to extend for two (2) years.

The initial project entailed performing approximately 77,000 linear feet of smoke testing in designated sanitary sewers. This year's project will include smoke testing approximately 140,000 linear feet of sanitary sewers.

Inspections will also be completed on approximately 700 manholes. Some inspections are required to be done during smoke tests, remaining to be done after the smoke tests are completed. A Manhole Assessment and Certification inspection report will be prepared summarizing the findings of any identified defects as well as general information.

Dyed-Water Flooding and Televising may be required on designated storm lines setups where smoke testing identified that a direct or indirect cross connection exists. Any of this work will require coordination with Village staff prior to being undertaken.

Contractor:

Location:

<u>Proposal</u>

Sewer Assessment Services

Schaumburg, IL

\$98,546.72

<u>Staff Direction Request</u>: Approve the contract renewal to Sewer Assessment Services, LLC for sanitary sewer investigations in the amount of \$98,546.72. The original contract provides for the possible extension of services for two additional one-year periods at the Village's option with a three percent (3%) annual increase. This extension will be year two (2) of a possible three (3) year contract.

Attachments:

- 1) Engineer's Letter of Recommendation
- 2) Contractor Letter of Continuation
- 3) Project location map





CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

February 4, 2020

Village of Tinley Park
Department of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Attention: Colby Zemaitis, PE, CFM

Village Engineer

Subject: Sanitary Sewer Inflow and Infiltration (I/I) Investigations

RFP #2018-RFP-005

2020 Contract Renewal Recommendation

(CBBEL #160373.00002)

Dear Mr. Zemaitis,

Christopher B. Burke Engineering, Ltd. (CBBEL) understands that the Village would like to renew its contract with Sewer Assessment Services, LLC (SAS) for smoke testing, manhole inspection and dyed water flooding services. The original contract executed by the Village and SAS (dated June 15,2018) was for the smoke testing of 77,000 lineal feet of Village sanitary sewers plus various setups for dyed-water flooding to investigate infiltration and inflow (I&I) into the Village's sanitary sewer system. The contract included the option to renew the contract with a predetermined cost increase.

SAS completed the original contract to the satisfaction of the Village and the cost of the work was well below the project budget. The deliverables prepared by SAS were found to be sufficient and provided necessary information for the Village to continue long-term planning of maintenance and potential capital projects for the sanitary system.

If a renewal is approved, the Village has indicated that they would like to focus on an area in the northwest part of the Village which will be divided into two areas; a Primary and Alternate Area. Smoke testing and manhole inspection will be completed for the entire Primary Area, and if budgets allow, the Village will authorize SAS to continue the work in the Alternate Area. Maps of the Primary and Alternate Areas have been included for your reference.

Per the Village's GIS data, the Primary area contains approximately 113,527 lineal feet of various size sanitary sewers and the Alternate Area contains approximately 26,735 lineal feet. In accordance with the original contract with SAS, a 3% cost increase can be included for each renewal year (2 years maximum). Estimated costs for this project can be seen below.

			Unit	
Pay Item	Units	Quantity	Price	Total Price
Smoke Testing				_
Smoke Testing (Primary Area)	LF	113,527	\$0.56	\$ 63,575.12
Smoke Testing (Additional Area)	LF	26,735	\$0.56	\$ 14,971.60
Dyed-Water Flooding*				
Catch Basin Leads	EACH		\$206.00	
Storm Line Setups (8"-12")	EACH		\$600.00	
Storm Lead Setups (15"-33")	EACH		\$950.00	
Storm Lead Setups (36"-48")	EACH		\$1,545.00	
Ditch Line Setups	EACH		\$750.00	
Dyed-Water Flooding Not-to-Exceed Total**				\$ 20,000.00
Estimated Renewal Total				\$ 98,546.72

*Updated unit prices provided by SAS February 4, 2020 – Prices assume Village will perform necessary Televising **Contingency

CBBEL has reviewed the original contract between the Village and SAS, along with the deliverables from SAS's previous work for the Village and find it acceptable to renew the contract for additional work in the Village. CBBEL recommends renewing the contract with the 3% cost increase to complete smoke testing, manhole inspections and dyed-water flooding (as-needed) in the Primary area, with the option to include the Alternate area if budgets allow. If approved, it is recommended that a contingency be added into a not-to-exceed price to cover costs for any additional sanitary sewer footage not represented in the GIS data. This situation occurred during the 2019 contract work.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Alex Schaefer, PE Project Engineer

Enclosure as Noted

cc: John Urbanski – Tinley Park Public Works Joe Fitzpatrick – Tinley Park Public Works Ken Howard – Tinley Park Public Works Andrew Pufundt – CBBEL

N:\TINLEYPARK\160373\160373.00002\Admin\IICP Program\Smoke Testing RFP\SAS\L1.020420.Docx

SEWER ASSESSMENT SERVICES, INC.

908 Albion Ave. Schaumburg, IL 60193 Phone: (224) 520-8818 (630) 398-9161 (c)

Email: alberkner@gmail.com

February 4, 2020

Village of Tinley Park Department of public Works 7980 W. 183rd St. Tinley Park, IL 60477

Attention: Mr. Colby Zemaitis, PE

Village Engineer

Re: Sanitary Sewer Inflow and Infiltration Investigations (I/I)

RFP#2018-RFP-005 Contract Renewal

Dear Mr. Zemaitis,

Sewer Assessment Services, LLC (SAS) is interested in renewing the referenced project for 2020. The original contract dated June 15, 2018 was for smoke testing an estimated 77,000 linear feet of sanitary sewer for the unit price of \$0.54 a foot. A Level 1/2 (blended) Manhole Assessment and Certification Program (MACP) inspection and a GPS location was to be taken of all affected manholes as part of that fee. SAS actually tested 93,110 feet, an additional 20%. Based on the smoke testing results, any storm connections suspected of having a cross connection to the sanitary sewer were to be dyed water flooded (DWF) and televised by National Power Rodding (NPR) for the following amounts:

Catch basin leads \$ 200.00 each
Storm line segments (8" to 12") \$1,100.00 each
Storm line segments (15" to 33") \$1,300.00 each
Storm line segments (36" to 48") \$1,500.00 each
Ditch line Setups \$1,100.00 each
Sewer Cleaning and Televising \$3.00 per LF

The above DWF and televising prices were provided by NPR, but there were only a few segments needing to be televised. SAS flooded some of those with the Village televising the lines instead of NPR to lower costs.

It is assumed that NPR will not take part in this contract renewal. In fact, if SAS performs any DWF while the Village performs the televising, SAS will perform the DWF at the following fee schedule:

Tinley Park 2020 Contract Renewal

Catch basin leads	\$ 206.00 each
Storm line segments (8" to 12")	\$ 600.00 each
Storm line segments (15" to 33")	\$ 950.00 each
Storm line segments (36" to 48")	\$1,545.00 each
Ditch line Setups	\$ 750.00 each

Per the original contract, SAS is asking for a 3% increase in the smoke testing price. The estimated cost for the proposed 2020 project is as follows:

Smoke Testing Primary Area 113,527 LF at \$0.56 per foot \$63,575.12 total Smoke Testing Additional Area 26,735 LF at \$0.56 per foot \$14,971.60 total DWF and Televising Not-to Exceed Cost \$20,000.00 \$98,546.72

SAS would be able to initiate the smoke testing project in May or June with the manhole inspections and GPS work starting earlier if weather allows.

Respectfully Submitted, SEWER ASSESSMENT SERVICES, LLC

Allan J. Berkner, P.E.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2020-R-014

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES LLC FOR SMOKE TESTING SANITARY SEWERS AND MANHOLE INSPECTIONS.

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, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

ATTEST:

Village Clerk

RESOLUTION NO. 2020-R-014

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES LLC FOR SMOKE TESTING SANITARY SEWERS AND MANHOLE INSPECTIONS.

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 Agreement with Sewer Assessment Services, LLC., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:	
NAYS:	
ABSENT:	
APPROVED this 18th day of Februar	y, 2020, by the President of the Village of Tinley Park.
	Village President

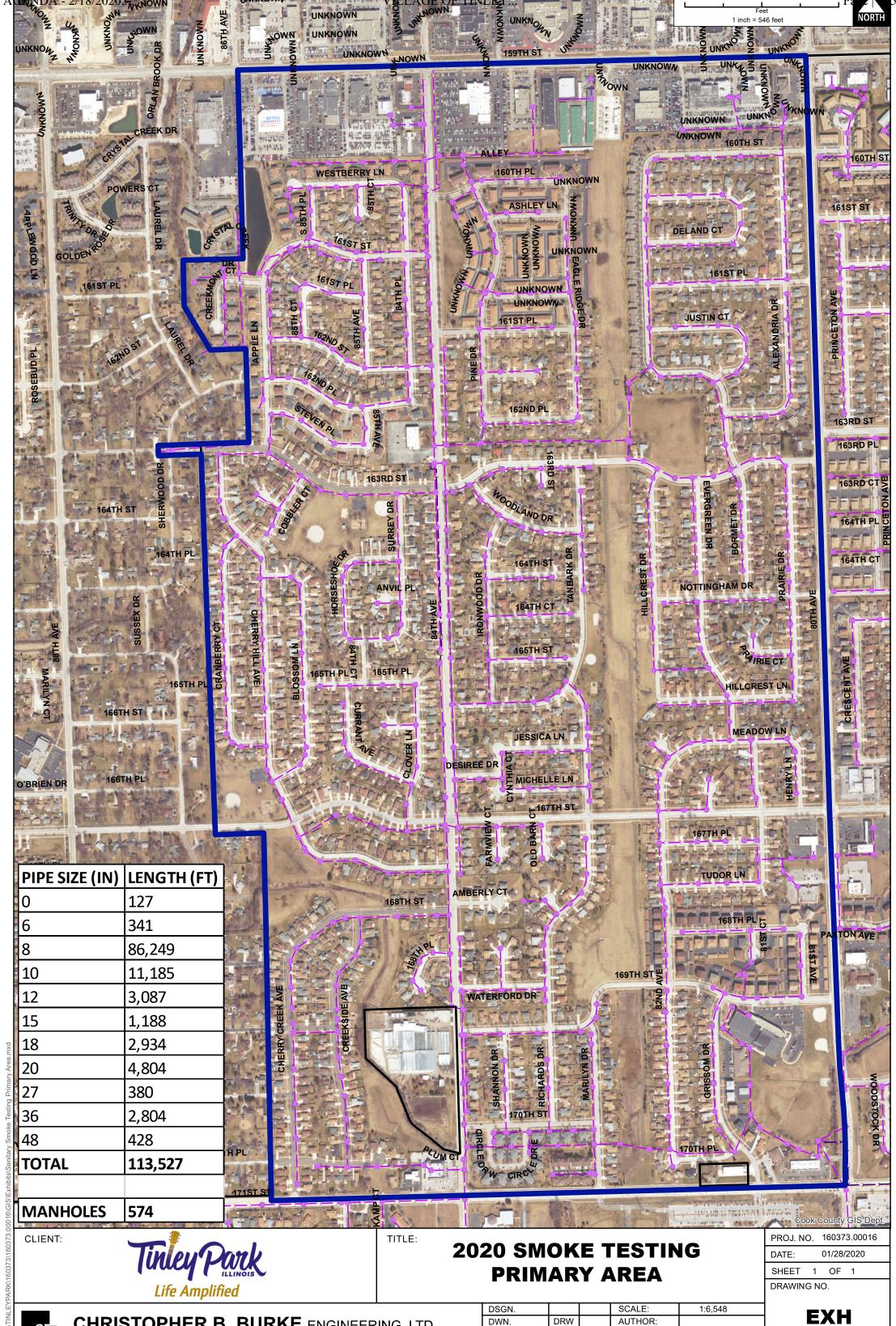
AGENDA-2718/2021, INOIS)	VILLAGE OF TINLEY	Page 18
COUNTY OF COOK)	SS	
COUNTY OF WILL)		

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. 2020-R-014, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SEWER ASSESSMENT SERVICES LLC FOR SMOKE TESTING SANITARY SEWERS AND MANHOLE INSPECTIONS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

DEPUTY VILLAGE CLERK	



⁶B

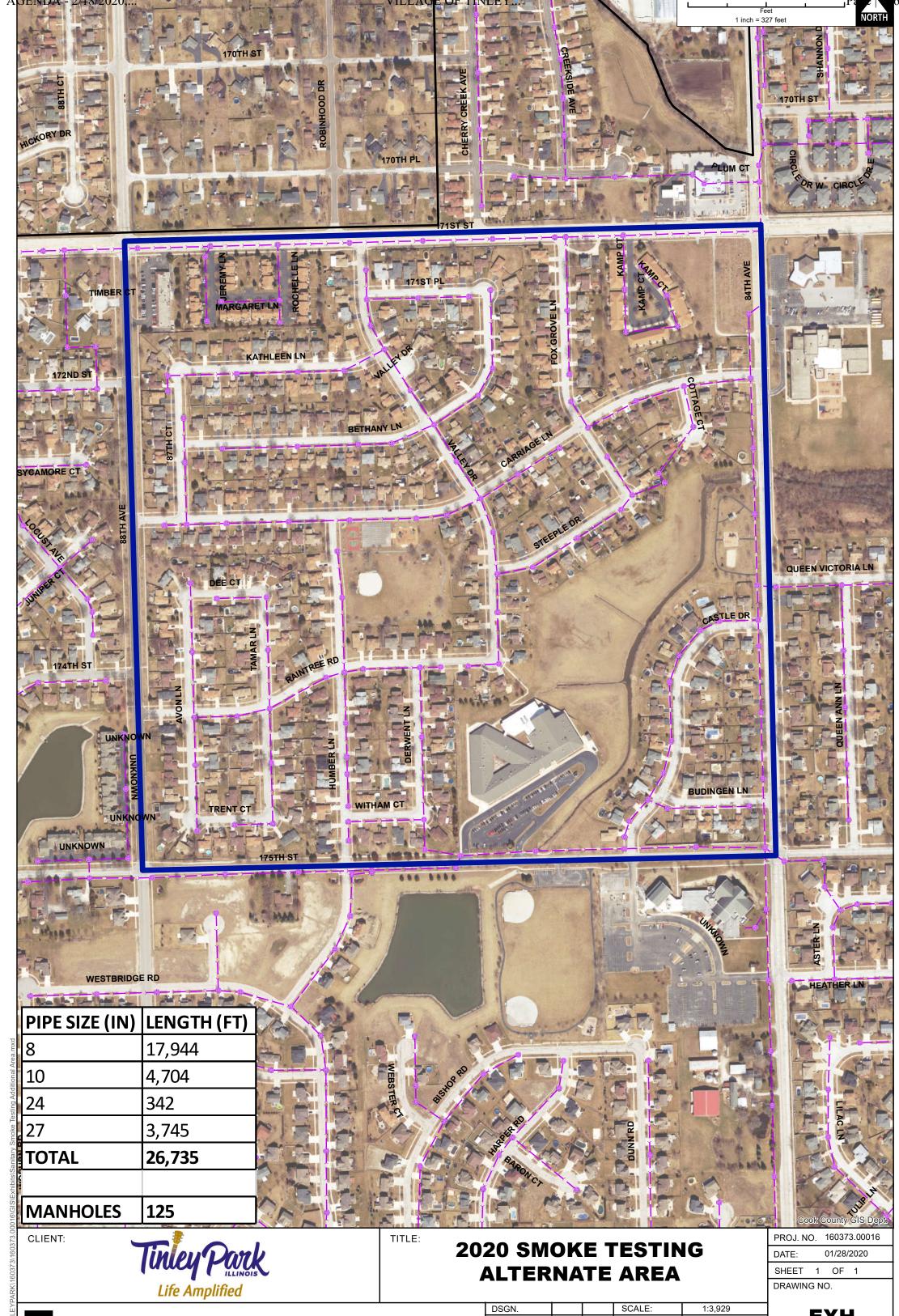
CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

 DSGN.
 SCALE:
 1:6,548

 DWN.
 DRW
 AUTHOR:

 CHKD.
 PLOT DATE:
 1/28/2020

 FILE:
 Sanitary Smoke Testing Primary Area



CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

 DSGN.
 SCALE:
 1:3,929

 DWN.
 DRW
 AUTHOR:

 CHKD.
 PLOT DATE:
 1/28/2020

 FILE:
 Sanitary Smoke Testing Additional Area

EXH

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Sewer Assessment Services** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed ninety eight thousand five hundred forty six and 72/100 Dollars (\$98,546.72). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
- 3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
- 4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.
- 5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
- 12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
- 14. This Contract may only be amended by written instrument approved and executed by the parties.
- 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
- 16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
- 17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
- 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
- 23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

Sewer Assessment Services	
Name of Contractor (please print)	Submitted by (signature)
Title	
cate of Compliance with Illinois Human F	Rights Act
The undersigned hereby certifies that the Co 1964 Civil Rights Act as amended and the I	-
Sewer Assessment Services	
Name of Contractor (please print)	Submitted by (signature)
Title	
cate of Compliance with Illinois Drug-Fre	ee Workplace Act
	oyees , does hereby certify pursuant to sect
The undersigned, having 25 or more empl of the Illinois Drug Free Workplace Act (30 workplace for all employees engaged in the complying with the requirements of the Illin certifies, that it is not ineligible for award of violation of the Illinois Drug-Free Workplace	performance of the work under the contra- nois Drug-Free Workplace Act and, further f this contract by reason of debarment for a
of the Illinois Drug Free Workplace Act (30 workplace for all employees engaged in the complying with the requirements of the Illin certifies, that it is not ineligible for award of	performance of the work under the contra- nois Drug-Free Workplace Act and, further f this contract by reason of debarment for a

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation. Sewer Assessment Services Name of Contractor (please print) Submitted by (signature) Title Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act The undersigned hereby certifies that: A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park. B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635) (Cross out either A or B depending upon which certification is correct) Sewer Assessment Services Name of Contractor (please print) Submitted by (signature)

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Sewer Assessment Services	
Name of Contractor (please print)	Submitted by (signature)
Title	
Certificate of Compliance with the Village of Tin	ley Park Responsible Bidder Ordinance
The undersigned or the entity making the proposal the Village of Tinley Park Responsible Bidder Ord	-
Sewer Assessment Services	
Name of Contractor (please print)	Submitted by (signature)
Title	

CONTRACTOR NAME	
BY: Sewer Assessment Services	
Printed Name:	Date
Title:	
VILLAGE OF TINLEY PARK	
BY:	
Jacob C. Vandenberg, Village President (required if Contract is \$20,000 or more)	Date
ATTEST:	
Village Clerk	Date
(required if Contract is \$20,000 or more)	
VILLAGE OF TINLEY PARK	
BY:	
Village Manager	Date

SCOPE OF SERVICES

Attached Scope of work for Smoke Testing as detailed in:

• Contractor letter of continuation dated February 4, 2020.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Date: February 14, 2020

To: John Urbanski, Assistant Public Works Director

From: Joe Fitzpatrick, Water Superintendent

Subject: Post 3 (7350 175th Street) Electrical Improvements

Presented for February 11, 2020 PW Committee / February 18, 2020 Village Board Meeting agenda consideration and action.

<u>Description:</u> This project includes the replacement of the control panel and upgrading the outdated electrical components currently in use at Post 3 storm water lift station (7350 175th Street).

<u>Background</u>: Public Works contracted Christopher Burke Engineering to engineer the plan and specifications to improve the functionality of the Post 3 storm water lift station located at 7350 175th Street. The outdated control panel currently being used has caused issues running the station. The new control panel will increase the life expectancy of the pumps, while improving the efficiency of the lift station. When the control panel is replaced, any unnecessary wiring will be removed and various other electrical issues will be resolved.

Contractor:Location:Cost:AMS Mechanical ServicesWoodridge, IL\$126,870Airy's Inc.Tinley Park, IL\$148,586

Budget/ Finance: Funding in the amount of \$127,900.00 is requested in the FY2021 Budget.

<u>Staff Direction Request</u>: Approve awarding the contract to perform control panel replacement and electrical improvements at Post 3 storm water lift station (7350 175th Street) to AMS Mechanical Services in the amount not to exceed \$126,870.00.

Attachments:

- 1) Bid Tabulation
- 2) Engineer's Estimate
- 3) Engineer's Letter of Recommendation
- 4) Service Contract



VILLAGE OF TINLEY PARK
IMPROVEMENTS AT THE POST 3 STORM WATER PUMP STATION
CBBEL PROJECT NO. 160373.00006
BID TABULATION
FEBRUARY 4, 2020

				ENGINEER'S ESTIMATE		AMS MECHANICAL SYSTEMS			AIRY'S INC.) .		
Item No.	Description	Unit	QUANTITIES		Unit Cost		Cost	Unit Cost		Cost		Unit Cost		Cost
													•	
02 41 53/01	Demolition of Existing Equipment	LSUM	1	\$	17,500.00	\$	17,500.00	\$ 23,350.00	\$	23,350.00	\$	11,392.00	\$	11,392.00
26 05 19/01	Low Voltage Electrical Power Conductors and Cables	LSUM	1	\$	15,000.00	\$	15,000.00	\$ 14,700.00	\$	14,700.00	\$	12,838.00	\$	12,838.00
26 05 33/01	Raceways and Boxes for Electrical Systems	LSUM	1	\$	15,000.00	\$	15,000.00	\$ 17,840.00	\$	17,840.00	\$	23,505.00	\$	23,505.00
26 29 20/01	Pump Control Panel	LSUM	1	\$	50,000.00	\$	50,000.00	\$ 35,680.00	\$	35,680.00	\$	54,088.00	\$	54,088.00
27 51 25/01	SCADA System	LSUM	1	\$	30,000.00	\$	30,000.00	\$ 28,000.00	\$	28,000.00	\$	37,263.00	\$	37,263.00
	Contingency		1	\$	5,000.00	\$	5,000.00	\$ 5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
									<u> </u>					
	Bonds and Insurance		1	\$	5,300.00	\$	5,300.00	\$ 2,300.00	\$	2,300.00	\$	4,500.00	\$	4,500.00
									_					
									<u> </u>					
									<u> </u>					
									<u> </u>					
									<u> </u>					
					TOTAL BID	\$	137,800.00		\$	126,870.00			\$	148,586.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 4, 2020

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

Attention:

Mr. Joe Fitzpatrick

Subject:

Bid Review

Improvements at the Post 3 Storm Water Pump Station

Village of Tinley Park

(CBBEL Project No. 16-0373.00006)

Dear Joe:

Two bids for the subject project were received and opened on February 4, 2020 shortly after 10:00 a.m. in the Village of Tinley Park Council Chambers. The bids are summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Total Bid
AMS Mechanical Systems, Inc.	\$126,870.00
Airy's, Inc.	\$148,586.00
Engineer's Opinion of Probable Construction Cost	\$137,800.00

Our comments are as follows:

- 1. All bidders submitted the required 10% Bid Bond and Certifications, and acknowledged/incorporated Addendum No. 1 in their respective bids. We believe that both companies are qualified to perform the work.
- 2. There were no bid conditions listed on the deviations and substitutions supplement to the Bid Form for any of the bidders.
- 3. CBBEL recommends that the Village award a contract in the amount of \$126,870.00 to AMS Mechanical Systems, Inc. for the subject project as they appeared to have provided the lowest responsible bid and are considered to be qualified to perform the work.

4. The completion date of the project is September 1, 2020. The anticipated start date is approximately March 1, 2020. The lead time for the equipment is typically 12 – 16 weeks which would result in a work start date of approximately June 15, 2020.

If you have any questions, please do not hesitate to contact me.

Sincerely,

John P. Caruso, PE

Head, Mechanical/Electrical Department

JPC/pjb

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THE VILLAGE OF TINLEY PARK

Page | 200

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2020-R-015

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AMS MECHANICAL SYSTEMS FOR POST 3 ELECTRICAL IMPROVEMENTS

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

RESOLUTION NO. 2020-R-015

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AMS MECHANICAL SYSTEMS FOR POST 3 ELECTRICAL IMPROVEMENTS

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 Agreement with AMS Mechanical Systems, a true and correct copy of such Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

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

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

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

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

Section 4:	That this Resolution shall take effect from and after its adoption and approval.
ADOPTED	this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinle
Park on a roll call v	ote as follows:
AYES:	
NAYS:	
ABSENT:	
APPROVE	D this 18th day of February, 2020, by the President of the Village of Tinley Park.
ATTECT	Village President
ATTEST:	
Village	e Clerk

EXHIBIT 1

AMS MECHANICAL SYSTEMS AGREEMENT

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. 2020-R-015, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AMS MECHANICAL SYSTEMS FOR POST 3 ELECTRICAL IMPROVEMENTS," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and AMS Mechanical Services (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **one hundred twenty six thousand eight hundred seventy and 00/100 Dollars** (\$126,870.00). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
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Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
- 12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
- 14. This Contract may only be amended by written instrument approved and executed by the parties.
- 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
- 16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
- 17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
- 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
- 23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

AMS Mechanical Services	
Name of Contractor (please print)	Submitted by (signature)
Title	
ficate of Compliance with Illinois Human l	Rights Act
The undersigned hereby certifies that the C 1964 Civil Rights Act as amended and the	ontractor is in compliance with Title 7 of the Illinois Human Rights Act as amended.
AMS Mechanical Services	
Name of Contractor (please print)	Submitted by (signature)
*4	ee Workplace Act
The undersigned, having 25 or more empl	
The undersigned, having 25 or more employers of the Illinois Drug Free Workplace Act (30 workplace for all employees engaged in the complying with the requirements of the Illinois Drug Free Workplace Act (30 workplace for all employees engaged in the complying with the requirements of the Illinois Drug Free Workplace Act (30 workplace for all employees engaged in the complying with the requirements of the Illinois Drug Free Workplace Act (30 workplace for all employees engaged in the complying with the requirements of the Illinois Drug Free Workplace Act (30 workplace for all employees).	f this contract by reason of debarment for a
of the Illinois Drug Free Workplace Act (30 workplace for all employees engaged in the complying with the requirements of the Illicertifies, that it is not ineligible for award of	O ILCS 580/3) that it shall provide a drug-free performance of the work under the contract nois Drug-Free Workplace Act and, further f this contract by reason of debarment for a

Title

AMS Mechanical Services

Name of Contractor (please print)

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of

	Human Rights and Human Rights Commission; and	l (vii) protection against retaliation.
	AMS Mechanical Services	
	Name of Contractor (please print)	Submitted by (signature)
	Title	
Certifi	cate of Compliance with Substance Abuse Preven	ntion on Public Works Projects Act
The un	dersigned hereby certifies that:	
A.	There is in place a written program which meets or Substance Abuse Prevention on Public Works Project a written copy thereof to the Village of Tinley Park.	cts Act (P.A. 95-0635), and has provided
В.	There is in place a collective bargaining agreement the Substance Abuse Prevention on Public Works P	5
(Cross	out either A or B depending upon which certification	n is correct)

Submitted by (signature)

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Submitted by (signature)
nley Park Responsible Bidder Ordinance
or bid has reviewed and is in compliance with linance No. 2019-O-079
Submitted by (signature)
l

CONTRACTOR NAME	
BY: AMS Mechanical Services	
Printed Name:	Date
Title:	
VILLAGE OF TINLEY PARK	
BY:	
Jacob C. Vandenberg, Village President (required if Contract is \$20,000 or more)	Date
ATTEST:	
Village Clerk	Date
(required if Contract is \$20,000 or more)	Buce
VILLAGE OF TINLEY PARK	
BY:	Doto
Village Manager	Date

SCOPE OF SERVICES

Scope of work for Post 3 Electrical Upgrades as detailed below:

The Work consists of Electrical Upgrades at the Village of Tinley Park Post 3 Pump Station. The project encompasses Electrical Improvements including: remove and replace pump control panel, SCADA RTU, and transducer and mechanical floats.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



Date: February 5, 2020

To: Public Works Committee

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Intergovernmental Agreement with MWRD for Streambank Stabilization Project

Prepared for February 11, 2020 Public Works Committee Meeting and February 18, 2020 Village Board Meeting for consideration and possible action:

<u>Description:</u> The Village has been presented an IGA from Metropolitan Water Reclamation District of Greater Chicago (MWRD) for the construction and maintenance of the Midlothian Creek Streambank Stabilization Project.

The plans and specifications were prepared by MWRD and entail stabilizing approximately 495 feet of the Midlothian Creek between 66th Court and Hickory Street; stabilizing approximately 80 feet of the creek near Scott Court and establishing and maintaining the vegetation to prevent future erosion and public safety issues.

The total cost breakdown for the IGA is as follows:

- 1. The District will provide Cost Proposal A + Cost Proposal B = \$749,000
- 2. The District will also provide 50% of the cost for the Work at Scott Court (Cost Proposal C) = \$117,500
- 3. The Village will provide the difference of the overall project total = \$117,500

The total project cost will be \$984,000 with the District providing \$866,500 and the Village providing \$117,500.

Staff Direction Request:

- 1. Approve IGA between the Village and MWRD and direct to Village Board for approval.
- 2. Approve the bid and award this project to Misfits Construction Co. in the amount of \$984,000 and direct to the Village Board for approval.
- 3. Direct Staff as necessary.

Attachments:

1. Intergovernmental Agreement with MWRD



THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2020-R-016

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) FOR STREAMBANK STABILIZATION PROJECT

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

RESOLUTION NO. 2020-R-016

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) FOR STREAMBANK STABILIZATION PROJECT

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 Agreement with the Metropolitan Water Reclamation District of Greater Chicago, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

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

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

ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinley
Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 18th day of February, 2020, by the President of the Village of Tinley Park.

Village President

Village Clerk

EXHIBIT 1

RESOLUTION NO. 2020-R-016

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) FOR STREAMBANK STABILIZATION PROJECT

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. 2020-R-016, "A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) FOR STREAMBANK STABILIZATION PROJECT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

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

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois ("MWRDGC") and the Village of Tinley Park, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois ("Village"). Together, MWRDGC and the Village may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party."

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act ("Act") in various ways; and

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

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

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

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

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain sewers within its corporate limits; and

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

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

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

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

WHEREAS, MWRDGC will provide completed design drawings and specifications for Streambank Stabilization on Midlothian Creek for the location between 66th Court and Hickory Street; and

WHEREAS, the Village, as depicted in Exhibit 1, intends to (1) stabilize approximately 495 linear feet of Midlothian Creek between 66th Court and Hickory Street; (2) stabilize approximately 80 linear feet of Midlothian Creek near Scott Court; and (3) establish the installed vegetation during the establishment period (the stabilization work and the establishment of vegetation are collectively hereinafter referred to as the "Project"), all for the public benefits of reducing erosion and protecting structures, infrastructure, and public safety ("Public Benefits"); and

WHEREAS, the Village's proposed plans for the Project may be approached more effectively, economically and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the size and scope of this Project would be substantially reduced but for MWRDGC" commitment of financial and technical resources; and

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

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

WHEREAS, on ______, the Village's Board authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

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

Article 1. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

- 1. The work contemplated by this Agreement will include design and construction of streambank stabilization within the Village, as depicted in Exhibit 1. Once complete, the Project will stabilize approximately 495 linear feet of Midlothian Creek between 66th Court and Hickory Street, and approximately 80 linear feet of Midlothian Creek near Scott Court using bioengineering techniques such as geolifts, live stakes vegetation and gentler slopes.
- 2. MWRDGC, at its sole cost and expense, has caused to be prepared construction drawings, specifications and details for the Project's contemplated improvements along Midlothian Creek between 66th Court and Hickory Street.
- 3. The Village, at its sole cost and expense, has caused to be prepared construction drawings, specifications and details for the Project's contemplated improvements along Midlothian Creek near Scott Court. The construction drawings, specifications and details prepared by the Parties shall collectively hereinafter be referred to as the "Construction Documents."
- 4. The Project shall realize all intended Public Benefits, as shown in Exhibit 1.
- 5. The Village has provided MWRDGC with initial Construction Documents which MWRDGC has reviewed and approved ("Initial Construction Documents") as to the Project's intended Public Benefits.
- 6. In the event the Village revises the Initial Construction Documents, the Village shall provide MWRDGC with a copy of any revised Construction Documents for MWRDGC's review and approval of any changes to the Project's intended Public Benefits. If any such revisions are provided, MWRDGC shall review and provide comments to the Village as to the Project's intended Public Benefits in writing within 30 calendar days of receipt thereof. The Village

- shall then incorporate MWRDGC's review comments into the final Construction Documents ("Final Construction Documents").
- 7. Although MWRDGC will reimburse the Village for the Project as provided herein, the Village bears sole responsibility for the overall cost, expense and payment for the Project. The Village, at its sole cost and expense, shall construct the Project in accordance with the Initial Construction Documents or, if applicable, Final Construction Documents.
- 8. To the extent practicable, the Village, its agents, contractors, or employees shall use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to, landscaping. Subject to availability, MWRDGC will provide the biosolids free of charge with the Village being required to pay for and make arrangements for transportation necessary to deliver the biosolids to the Project area.
- 9. The Village shall publicly advertise the Project and award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached hereto as Exhibit 2) when advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below MWRDGC's applicable general standards. The Village need not include the attached Exhibit 2 as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met.
- 10. The Village agrees that the Project is a "Covered Project" as defined in MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached hereto as Exhibit 3). As such, the Village agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the standards for "Covered Projects" detailed in it. The attached Exhibit 3 need not be included as part of the Project's bid documents, however, the Village is responsible for ensuring that its applicable minimum requirements are met.

- 11. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached hereto as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by MWRDGC for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by MWRDGC for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by MWRDGC for Small Business Enterprises.
- 12. The Village will comply with MWRDGC's Affirmative Action goals with respect to construction of the Project. The determination as to whether the Village has complied with these Affirmative Action goals is solely in MWRDGC's discretion. If the Village fails to fully comply with these Affirmative Action goals, as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).
- 13. MWRDGC will have the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's Affirmative Action goals and requirements.
- 14. In order to evidence compliance with MWRDGC's Affirmative Action Requirements, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE/ status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.
- 15. The Village must comply with the applicable portions of MWRDGC's Veteran's Business Enterprise ("VBE") Contracting Policy Requirements (attached hereto as Exhibit 6). VBE goals for the Project are: 3% of the total amount of reimbursement to be provided by MWRDGC for the Project for VBEs.
- 16. The determination as to whether the Village has complied with MWRDGC's VBE policy is solely in MWRDGC's discretion. If the Village fails to fully comply with this policy, as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the VBE goal(s).

- 17. MWRDGC has the right to access and inspect, with reasonable notice and during regular business hours, any records or documentation related to the Village's compliance with MWRDGC's VBE policy.
- 18. In order to evidence compliance with MWRDGC's VBE policy, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form (attached hereto as Exhibit 7); and (2) a letter from a certifying agency that verifies the vendors' VBE status. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.
- 19. Every 30 days from the start of construction until its completion, the Village must submit to MWRDGC's Diversity Administrator the following: (1) an Affirmative Action and VBE Status Report attached hereto as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
- 20. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq*. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.
- 21. The Village, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.
- 22. The Village shall be responsible for coordinating any utility relocations that may be necessary to complete portions of the Project.
- 23. The Village shall submit an Operation and Maintenance Plan ("O&M Plan") for MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.
- 24. MWRDGC shall reimburse the Village for construction of the Project, but in no event shall that reimbursement amount exceed Eight Hundred Sixty Six Thousand and 500 Dollars (\$866,500) ("Maximum Reimbursement Amount"). All reimbursement provided by

MWRDGC shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Initial Construction Documents or, if applicable, Final Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. MWRDGC shall disburse funds to the Village in accordance with the following schedule:

- a. 25% at receipt of invoices for 25% completion of construction of the Project;
- b. 25% at receipt of invoices for 50% completion of construction of the Project;
- c. 25% at receipt of invoices for 75% completion of construction of the Project; and
- d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.
- e. MWRDGC will only pay invoices submitted in strict accordance with this schedule. The Village shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.
- 25. MWRDGC's Maximum Reimbursement Amount is based on the funding amount that MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from MWRDGC beyond the current fiscal year is subject to the approval of MWRDGC's Board of Commissioners.
- 26. To date, the Village has spent approximately \$20,000 on engineering, property acquisition and other design-related Project costs. The Village will also contribute approximately \$117,500 towards total construction costs, including construction inspection.
- 27. As a condition for reimbursement, the Village shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.
- **28.** The Village shall return all funds provided by MWRDGC if construction of the Project is not completed in accordance with the Initial Construction Documents or, if applicable, Final Construction Documents within five (5) years of the Village's initial award of a construction

contract related to the Project, unless MWRDGC approves extension prior to the expiration of the five (5) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

- 1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
- 2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

- 1. Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements or fee simple title as may be necessary for construction, maintenance and access to the Project. Any property interests acquired by the Village must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.
- 2. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
- 3. The Village shall record all easements, licenses or deeds acquired for the Project.
- 4. The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for MWRDGC in any part of the Project.

Article 5. Maintenance

1. The Village, at its sole cost and expense, shall perpetually maintain the Project and any other associated appurtenances in accordance with the O&M Plan approved by MWRDGC.

- 2. The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations and conclusions, including whether the Project is operating as designed, functioning and providing the intended Public Benefits. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to MWRDGC within thirty (30) days of completion.
- 3. MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
- 4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, MWRDGC may cause such maintenance to be performed and the Village shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.
- 5. In the event of failure of the Village to maintain or operate the Project to provide the intended Public Benefits, MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to MWRDGC.
- 6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

- 1. Bid Advertisement. The Village shall provide MWRDGC with a notice of Bid Advertisement for the Project.
- 2. Construction. The Village shall provide MWRDGC with a construction schedule and provide MWRDGC a minimum of seventy-two (72) hours' notice before the following Project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the Village

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from MWRDGC no later than fourteen (14) days following its termination of the Agreement.

Article 8. Termination by MWRDGC

Prior to commencement of construction of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date

This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 10. Duration

Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 12. Waiver of Personal Liability

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

Article 13. Indemnification

The Village shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings,

judgments or settlements, any or all of which are asserted by any individual, private entity or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege or authority granted to the Village under this Agreement.

Article 14. Representations of the Village

The Village covenants, represents and warrants as follows:

- 1. The Village has full authority to execute, deliver and perform, or cause to be performed, this Agreement; and
- 2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village; and
- 3. The execution and delivery of this Agreement, consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of, or constitute a default under, any agreement of the Village or any instrument to which the Village is bound or any judgment, decree or order of any court or governmental body or any applicable law, rule or regulation; and
- 4. The Village has allocated \$117,500 in funds for this Project, which are separate from and in addition to the funds to be provided by MWRDGC under this Agreement.

Article 15. Representations of MWRDGC

MWRDGC covenants, represents and warrants as follows:

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

Article 16. Disclaimers

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

Article 17. Waivers

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

Article 18. Severability

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

Article 19. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. Provisions required (as of the effective date) by law,

ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 21. Entire Agreement

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

Article 22. Amendments

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

Article 23. References to Documents

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

Article 24. Judicial and Administrative Remedies

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

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

Article 25. Notices

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

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 26, unless otherwise specified and agreed to by the Parties.

Article 26. Representatives

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

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

Phone: (312) 751-7905 FAX: (312) 751-5681

Email: catherine.o'connor@mwrd.org

For the Village:
David J. Niemeyer
Village Manager

16250 S. Oak Park Ave. Tinley Park, Illinois 60477 Phone: (708) 444-5000 Fax: (708) 444-5599

Email: dniemeyer@tinleypark.org

With copy to: Kevin Workowski Public Works Director 16250 S. Oak Park Ave. Tinley Park, Illinois 60477 Phone: (708) 444-5500

FAX: (708) 444-5599

Email: kworkowksi@tinleypark.org

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

Article 27. Interpretation and Execution

- 1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
- 2. Each Party agrees to provide a certified copy of the ordinance, bylaw or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
- 3. The Parties agree that this Agreement shall be executed in quadruplicate.

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

	VILLAGE OF TINLEY PARK
	BY: Jacob C. Vandenberg, Mayor
	DATE:
ATTEST:	
Kristin A. Thirion, Village Clerk	
Date	

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance	
Executive Director	
ATTEST:	Date:
Clerk	Date.
APPROVED AS TO ENGINEERING AND TE	ECHNICAL MATTERS:
	Date:
Engineer of Stormwater Management	
	Date:
Assistant Director of Engineering	
Director of Engineering	Date:
APPROVED AS TO FORM AND LEGALITY	·:
	Date:
Head Assistant Attorney	
Compared Coursed	Date:
General Counsel	

Exhibits and Attachments

Exhibit 1: Project Vicinity Map and Project Conceptual Drawing

Exhibit 2: MWRDGC's Purchasing Act

Exhibit 3: MPLA

Exhibit 4: Affirmative Action Ordinance, Revised Appendix D

Exhibit 5: Utilization Plan

Exhibit 6: Veteran's Business Enterprise Contracting Policy Requirements

Exhibit 7: Veteran's Business Enterprise Commitment Form

Exhibit 8: Affirmative Action Status Report

Exhibit 9: Operation and Maintenance Plan -To be prepared and sumitted to MWRD for review

and approval



Date: February 5, 2020

To: Public Works Committee

From: Colby Zemaitis, PE, CFM – Village Engineer

Subject: Streambank Stabilization Project - Award to Low Bidder

Prepared for February 11, 2020 Public Works Committee Meeting and February 18, 2020 Village Board Meeting for consideration and possible action:

<u>Description:</u> The Village held a bid opening for this project on October 2, 2019 and three (3) sealed bids were received.

The plans and specifications were prepared by MWRD and entail stabilizing approximately 495 feet of the Midlothian Creek between 66th Court and Hickory Street; stabilizing approximately 80 feet of the creek near Scott Court and establishing and maintaining the vegetation to prevent future erosion and public safety issues.

The service contract was advertised in the local newspaper and on Quest CDN in accordance with State bidding laws.

The bid results are as follows:

ContractorLocationBid TotalNettle Creek NurseryMorris, IL\$706,000Misfits Construction Co.Chicago, IL\$984,000Foundation Mechanics, LLCDes Plaines, IL\$1,540,000

Low bid by Nettle Creek Nursery was withdrawn by the Contractor. The Village has done research on Misfits Construction Co., met with them during the mandatory Technical Pre-Bid Conference and Pre-Bid Site Walk-through, spoken with them to discuss their approach in performing this Work as well as made aware that they performed a project in Lockport (Milne Creek Streambank Stabilization Project) which received an Environmental Project award from APWA . All of this acquired information appears to make them a credible, trustworthy Contractor.

Staff Direction Request:

- 1. Approve the bid and award this project to Misfits Construction Co. in the amount of \$984,000 and direct to the Village Board for approval.
- 2. Direct Staff as necessary.

Attachments:

- 1. Cost Proposal Breakdowns
- 2. Project Contract with Misfits Construction Company





Formal Contract Proposal for

Streambank Stabilization Project on Midlothian Creek, Little Calumet River Watershed

Bid Opening Date:	Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:	Tinley Park Village Hall
Bid Deposit:	10% of the Amount of Bid
Performance Bond:	100% of the Amount of Bid

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.

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Proposal Submitted By:

NETTLE CKEK NURSERY, INC.

Contractor's Name

320 OTTAWA ST.

Street

MORRIS | L 60450

City State Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:

\$ 406,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a.	Sta: 10+00-10+99.99	\$ 98,000.00
b.	Sta: 11+00-11+99.99	\$ 98,000.00
C.	Sta: 12+00-12+99.99	\$ 98,000.00
d.	Sta: 13+00-13+99.99	\$ 38,000.00
e.	Sta: 14+00-14+90.02	\$ 98,000.00

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

Sinkhole Remediation & Construction/Demolition

Debris & Soil Contamination Allowance Item:

\$ 30.000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$\frac{706}{00.00}\$
*NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.



Formal Contract Proposal for

Streambank Stabilization Project on Midlothian Creek, Little Calumet River Watershed

Bid Opening Date:	Wednesday, October 2, 2019 at 10:00am
Bid Opening Location:	Tinley Park Village Hall
Bid Deposit:	10% of the Amount of Bid
Performance Bond:	100% of the Amount of Bid

Submit Bids to:

Village Clerk Village of Tinley Park 16250 S. Oak Park Avenue Tinley Park, IL 60477 (708) 444-5000

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.

COLAY C. ZELODOS

EZOSBO/S

EXPINES

EX

Proposal Submitted By:

Misfits Construction Company

Contractor's Name

233 South Wacker Drive, Suite 8400

Street

Chicago IL 60606

City State Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:

\$ 324,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a.	Sta: 10+00-10+99.99	\$ 100,000.00
	Sta: 11+00-11+99.99	\$ 100,000.00
c.	Sta: 12+00-12+99.99	\$ 100,000.00
d.		\$ 50,000.00
e.	Sta: 14+00-14+90.02	\$ 75,000.00

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

	\$ 205,000.00
Sinkhole Remediation & Construction/Demolition	
Debris & Soil Contamination Allowance Item:	\$ 30,000,00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 984,000.00

*NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.



Formal Contract Proposal for

Streambank Stabilization Project on Midlothian Creek, Little Calumet River Watershed

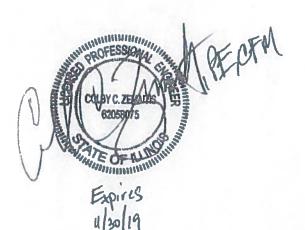
Bid Open	ing Date:	Wednesday, October 2, 2019 at 10:00am
Bid Open	ing Location:	Tinley Park Village Hall
Bid Depo	sit:	10% of the Amount of Bid
Performa	ince Bond:	

Submit Bids to:

Village Clerk
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000



Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Tinley Park and any successful Bidder. Do not detach any portion of this document. Invalidation could result.



Proposal Submitted By:

Foundation Mechanics LLC

Contractor's Name

2860 South River Road, Suite 120

Street

Des Plaines

LL

60018

City

State

Zip Code

Schedule of Prices

Lump Sum Cost Submittal Form

Cost Proposal A:

This Cost shall include the all Work, Materials, Labor, etc. required to complete the Construction Access, Site Preparation, Sedimentation and Erosion Control; as well as Demolition Phase of the Project (Sheets C-101, C-102, L-101 & L-102). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project (Sheet C-701), the Work required for the Tree and Planting Requirements for this portion of the Project (Sheet L-601) and the \$30,000.00 Sinkhole Remediation and Construction or Demolition & Soil Contamination Allowance item:

\$1,295,000.00

Cost Proposal B:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions of the Project (Sheet C-103, C-301, C-501, C-502, C-503, C-504, C-505, C-601; except the Scott Court Ditch/Bank Stabilization Improvements). These Costs shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in these sections for the Project (Sheet C-701) and the Work required for the Tree and Planting Requirements for these areas (Sheet L-601):

a.	Sta: 10+00-10+99.99	\$ 500,000.00
b.	Sta: 11+00-11+99.99	\$ 250,000.00
C.	Sta: 12+00-12+99.99	\$ 200,000.00
d.	Sta: 13+00-13+99.99	\$ 150,000.00
e.	Sta: 14+00-14+90.02	\$ 150,000.00

Cost Proposal C:

This Cost shall include the Work required to complete the Streambank Stabilization and Creek Improvement portions for the Scott Court Ditch/Bank Stabilization Improvements. This Cost shall also include the Work required to set up, complete, maintain, update and remove any Traffic Control necessary in this section for the Project along with the Work required for any Tree and Planting Requirements in this area:

	\$ 260.000.00
Sinkhole Remediation & Construction/Demolition	
Debris & Soil Contamination Allowance Item:	\$ 30.000.00

Overall Project Total (Cost Proposal B+C and Allowance Item: \$ 1,540,000.00

*NOTE: As stated in the Special Provisions, the Maintenance Period for this project is for one (1) year, not three (3) years as stated on Sheet L-701 of the Plans.

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the Village of Tinley Park, a Illinois home-rule municipal corporation (the "Village"), and Misfits Construction Company (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

- 1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
- 2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Nine hundred eighty-four thousand and and 00/100 Dollars (\$984,000.00). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than thirty (30) calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
- 3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
- 4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the Village prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- 5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below: **On or before August 15, 2020**
- 6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
- 7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the Village, any other party indemnified hereunder, the Contractor, or any third party.
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the Village, any other party released hereunder, the Contractor, or any third party. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.
- 10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
- 11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

- 12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
- 13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
- 14. This Contract may only be amended by written instrument approved and executed by the parties.
- 15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
- 16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
- 17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
- 18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
- 19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Misfits Construction Company	MIC
Name of Contractor (please print)	Submitted by (signature)
President	
Title	
Certificate of Compliance with Illinois Huma	n Rights Act
	e Contractor is in compliance with Title 7 of the he Illinois Human Rights Act as amended.
Misfits Construction Company	120
Name of Contractor (please print)	Submitted by (signature)
President	
Title	
Certificate of Compliance with Illinois Drug-	Free Workplace Act
of the Illinois Drug Free Workplace Act workplace for all employees engaged in complying with the requirements of the	mployees, does hereby certify pursuant to section 3 (30 ILCS 580/3) that it shall provide a drug-free the performance of the work under the contract by Illinois Drug-Free Workplace Act and, further of of this contract by reason of debarment for a splace Act.
Misfits Construction Company Name of Contractor (please print)	Submitted by (signature)
President	

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Misfits Construction Company	771
Name of Contractor (please print)	Submitted by (signature)
President	more (i.e. model from more, one of compare
Title	

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Misfits Construction Company	172
Name of Contractor (please print)	Submitted by (signature)
President	
Title	

Misfits Construction Company

BY:	February 13, 2020	
Printed Name: John Thomas	Date	
Title: President		
VILLAGE OF TINLEY PARK		
BY: Mayor (required if Contract is \$10,000 or more)	Date	
ATTEST:		
Village Clerk (required if Contract is \$10,000 or more)	Date	
VILLAGE OF TINLEY PARK		
BY:Village Manager	 Date	

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Exhibit A

SCOPE OF SERVICES

As stated and detailed in the Formal Contract Proposal for Streambank Stabilizaiton Project on Midlothian Creek, Little Calumet River Watershed.

Bid opening date of Wednesday, October 2, 2019 and signed October 9, 2019.

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Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

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AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the Village of Tinley Park, an Illinois Municipal Corporation (hereinafter "Village") and Misfits Construction Company, (hereinafter "Contractor).

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work for the sum of $\frac{984,000.00}{}$; and the Village agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the Prevailing Wage *Act* (820 ILCOS 130111 eq seq.).

The Contract Documents shall consist of the following documents as prepared by the Village Engineer dated <u>September 16, 2019</u>, which are hereby made part of this Agreement as if recited at length herein for **Midlothian Creek – Streambank Stabilization Project**

length herein for Midlothian Creek - Streamba	nk Stabilization Project
 Legal Notice to Bidders Instructions to Bidders General and Special Conditions Specifications and Drawings Proposal Schedule (consistent with Co Affidavits Performance Bond and Payment Bond Addendum	•
IN WITNESS WHEREOF, the Village and the Contained have hereunto set their hands this	
VILLAGE OF TINLEY PARK, Municipal Corporation,	
By:	Print name of Contractor <u>Misfits Construction Company</u>
Print Name:	Ву:
Title:	Print Name:John Thomas
Attests Title:	Title: President
Print Name:	
Title:	
Approved as to form Print Name:	
Title	

THE VILLAGE OF TINLEY PARK

Cook County, Illinois Will County, Illinois

RESOLUTION NO. 2020-R-017

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION PROJECT

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

RESOLUTION NO. 2020-R-017

APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION PROJECT

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 Agreement with Misfits Construction Company, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

Section 4: That this Resolution shall take effect from and after its adoption and approval.
ADOPTED this 18th day of February, 2020, by the Corporate Authorities of the Village of Tinle
Park on a roll call vote as follows:
AYES:
NAYS:
ABSENT:
APPROVED this 18th day of February, 2020, by the President of the Village of Tinley Park.
ATTEST: Village President
Village Clerk

EXHIBIT 1

RESOLUTION NO. 2020-R-017

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION PROJECT

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. 2020-R-017, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND MISFITS CONSTRUCTION COMPANY FOR THE STREAMBANK STABILIZATION PROJECT," which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 18, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of February, 2020.

KRISTIN A. THIRION, VILLAGE CLERK

FOR INFORMATION AND POSTING PURPOSES Per 5 ILCS 120/2.02 (b)

NOTICE OF SCHEDULE OF REGULAR MEETINGS OF THE COMMITTEE OF THE WHOLE OF THE BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, ILLINOIS, FOR THE REMAINDER CALENDAR YEAR 2020

NOTICE IS HEREBY GIVEN that the **COMMITTEE OF THE WHOLE** of the Board of Trustees of the Village of Tinley Park, Illinois will conduct its regular meetings for the remainder of calendar year 2020 at the Village Hall, 16250 S. Oak Park Avenue, Tinley Park, Illinois, **at 6:00 PM** local time, on the following dates:

March 3, 2020

August 4, 2020

April 7, 2020

September 1, 2020

May 5, 2020

October 6, 2020

June 2, 2020

November 3, 2020

July 7, 2020

December 1, 2020

Board of Trustees
Village of Tinley Park, IL

By: Kristin A. Thirion Village Clerk

COMMENTS FROM THE STAFF

COMMENTS FROM THE BOARD

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

ADJOURN TO EXECUTIVE SESSION TO DISCUSS:

- A. THE PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY, INCLUDING MEETINGS HELD FOR THE PURPOSE OF DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED.
- B. THE SETTING OF A PRICE FOR SALE OR LEASE OF PROPERTY OWNED BY THE PUBLIC BODY.
- C. 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.