

## **NOTICE OF THE COMMITTEE OF THE WHOLE MEETING**

The special meeting of the Committee of the Whole is scheduled for  
Tuesday, May 4, 2021 beginning at 6:30 p.m.

A copy of the agenda for this meeting is attached hereto and  
can be found at [www.tinleypark.org](http://www.tinleypark.org).

### **NOTICE - MEETING MODIFICATION DUE TO COVID-19**

Pursuant to Governor Pritzker's Executive Order 2020-07, Executive Order 2020-10, Executive Order 2020-18, Executive Order 2020-32, Executive Order 2020-33, Executive Order 2020-39, and Executive Order 2020-44, which collectively suspends the Illinois Open Meetings Act requirements regarding in-person attendance by members of a public body during the duration of the Gubernatorial Disaster Proclamation, issued on June 26, 2020, the members of the Committee of the Whole may be participating in the meeting through teleconference.

A livestream of the electronic meeting will be broadcasted at Village Hall. Pursuant to Governor's Executive Order No. 2020-43 and CDC guidelines, no more than 50 people or 50% of the maximum capacity will be allowed in the Council Chambers at any one time, so long as attendees comply with social distancing guidelines. Anyone in excess of maximum limit will be asked to wait in another room with live feed to the meeting until the agenda item for which the person or persons would like to speak on is being discussed or until the open floor for public comments.

***Meetings are open to the public, but members of the public may continue to submit their public comments or requests to speak telephonically in advance of the meeting to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org) or place requests in the Drop Box at the Village Hall by noon on May 4, 2021. Please note, written comments will not be read aloud during the meeting. A copy of the Village's Temporary Public Participation Rules & Procedures is attached to this Notice.***

Kristin A. Thirion  
Clerk  
Village of Tinley Park

**VILLAGE OF TINLEY PARK  
TEMPORARY PUBLIC PARTICIPATION RULES & PROCEDURES**

As stated in Gubernatorial Executive Order 2020-07 issued on March 16, 2020 and Gubernatorial Executive Order 2020-10 issued on March 20, 2020, both extended by Gubernatorial Executive Order 2020-18 issued on April 1, 2020, all public gatherings of more than ten people are prohibited. In-person public participation is not defined as an essential activity.

The Mayor of Tinley Park is issuing the following rules for all Village Board and other public meetings in order to promote social distancing as required by the aforementioned Executive Orders and the requirements of the Open Meetings Act:

***Written Comments***

After publication of the agenda, email comments to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org). When providing written comments to be included as public participation at a public meeting, clearly identify the following in the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.);
- For specific Agenda Items, identify and include the specific agenda item number;
- The entire content of the comments will be subject to public release. The Village of Tinley Park is under no obligation to redact any information.

The contents of all comments will be provided to the relevant public body for their review. **Written comments will not be read aloud during the meeting. If you wish to publicly address the public body, you may request to participate via teleconference as described below.**

Comments must be submitted by 12:00 pm on the day of the meeting. However, it is strongly recommended that comments be emailed not less than twenty-four (24) hours prior to the meeting so the appropriate Board members, Commissioners, Board members, and Committee members have sufficient time to review the comments prior to the meeting.

### ***Live Public Participation During Meeting***

After publication of the agenda, those wishing to participate in a live telephone call option at a public meeting must register by 12:00 pm on the day of the meeting. A Village representative will call the participant at the relevant portion of the meeting and the participant will be allowed to participate telephonically at the meeting. To participate in a live telephone call during the meeting, a request shall be submitted by email to [clerksoffice@tinleypark.org](mailto:clerksoffice@tinleypark.org). The following information must be included the subject line:

- The date of the meeting;
- The type of meeting for the written comments (e.g. Village Board meeting, Zoning Board of Appeals meeting, Plan Commission meeting, etc.);
- Name and any other identifying information the participant wishes to convey to the public body;
- The category of public participation (e.g., Receive Comments from the Public, Agenda Items, etc.); and
- For specific Agenda Items, identify and include the specific agenda item number.

If the participant provides an email address, they will receive a confirmation email that their request has been logged. If the participant provides an email address and does not receive a confirmation email, they may call (708) 444-5000 during regular business hours to confirm the application was received.

Upon successful registration, the participant's name will be placed on an internal Village list. On the date and during relevant portion of the meeting, the participant will be called by a Village representative. The Village representative will call the provided telephone number and allow the phone to ring not more than four (4) times. If the call is not answered within those four (4) rings, the call will be terminated and the Village representative will call the next participant on the list.

The public comment should be presented in a manner as if the participant is in attendance at the meeting. At the start of the call, the participant should provide their name and any other information the participant wishes to convey. For comments regarding Agenda Items, identify and include the specific agenda item number. The participant should try to address all comments to the public body as a whole and not to any member thereof. Repetitive comments are discouraged. The total comment time for any single participant is three (3) minutes. Further time up to an additional three (3) minutes may be granted by motion. A participant may not give his or her allotted minutes to another participant to increase that person's allotted time.

**NOTICE - VILLAGE OF TINLEY PARK**  
**MEETING OF THE COMMITTEE OF THE WHOLE**

**NOTICE IS HEREBY GIVEN** that a Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, May 4, 2021, beginning at 6:30 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

The agenda is as follows:

1. CALL MEETING TO ORDER.
2. 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.
3. CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETING HELD ON APRIL 13, 2021.
4. DISCUSS CLASS DV LIQUOR & VIDEO GAMING LICENSE REQUEST FOR DURBIN'S EXPRESS, 18250 OAK PARK AVENUE.
5. DISCUSS PURCHASE AND SALE AGREEMENT (PSA) FOR THE PROPERTY AT 17368 68<sup>TH</sup> COURT (BECHSTEIN CONSTRUCTION COMPANY).
6. DISCUSS AGREEMENT WITH MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC. FOR SITE INVESTIGATION AND UNDERGROUND STORAGE TANKS (UST) REMOVAL ACTIVITIES FOR THE BECHSTEIN CONSTRUCTION COMPANY PROPERTY, 17368 68<sup>TH</sup> COURT.
7. DISCUSS ESTABLISHMENT OF AN ADVISORY COMMISSION ON LABOR AND DEVELOPMENT.
8. DISCUSS ADMINISTRATIVE HEARING OFFICER APPOINTMENT.
9. DISCUSS SPECIAL COUNSEL APPOINTMENT.
10. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION, VILLAGE CLERK

# **EXECUTIVE SESSION**

**MINUTES**  
**Special Meeting of the Committee of the Whole**  
**April 13, 2021 – 6:30 p.m.**  
**Village Hall of Tinley Park – Council Chambers**  
**16250 S. Oak Park Avenue**  
**Tinley Park, IL 60477**

President Pro Tem Glotz called the special meeting of the Committee of the Whole on April 13, 2021, to order at 6:34 p.m.

At this time, President Pro Tem Glotz stated this meeting was conducted remotely via electronic participation consistent with Governor Pritzker's Executive Orders suspending certain requirements of the Open Meetings Act provisions relating to in-person attendance by members of a public body due to the COVID-19 pandemic. President Pro-Tem Glotz introduced ground rules for effective and clear conduct of Village business. Elected officials confirmed they were able to hear one another.

Clerk Thirion called the roll. Present and responding to roll call were the following:

Members Present: M. Glotz, Village President Pro Tem  
K. Thirion, Village Clerk  
C. Berg, Village Trustee  
W. Brady, Village Trustee  
W. Brennan, Village Trustee  
D. Galante, Village Trustee  
M. Mueller, Village Trustee

Members Absent: J. Vandenberg, Village President

Staff Present: D. Niemeyer, Village Manager  
P. Carr, Assistant Village Manager  
L. Godette, Deputy Clerk  
J. Urbanski, Public Works Director  
D. Framke, Marketing Director  
B. Bettenhausen, Village Treasurer  
A. Brown, Assistant Village Treasurer  
K. Clarke, Community Development Director

Others Present: Anthony Cervini, Sikich  
Drew Kellogg, Enterprise Fleet Management, Inc.  
Van Calombaris, Village Engineering Consultant

**Item #2 - CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE MEETINGS HELD ON MARCH 11, AND MARCH 16, 2021** – Motion was made by Trustee Mueller, seconded by Trustee Berg, to approve the minutes of the Special Committee of the Whole meetings held on March 11, and March 16, 2021. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #3 – RECEIVE PRESENTATION OF THE FISCAL YEAR 2020 (FY20) AUDIT** – Anthony Cervini of Sikich presented the FY20 audit. The Comprehensive Annual Financial Report was sent to the Illinois State

Comptroller and the Federal Audit Clearinghouse. The Independent Auditors Report noted a clean unmodified opinion on the Village's financial statement.

**Item #4 - DISCUSS AUTHORIZING YEAR-END TRANSFERS** – Andrew Brown, Assistant Village Treasurer, presented the year-end transfers. This Resolution implements a series of year-end transfers following established fiscal practices as outlined in the Fiscal Policies manual. These transfers are supported by the excess of revenues over expenses that may exist at the April 30, 2021, fiscal year-end; or from the Fund Balance of the designated fund initiating the transfer. The transfers are made to support capital and debt service reserve funds for both the short-term and long-term financial needs of the Village to support the replacement of infrastructure, equipment, and provide for debt service on outstanding bonds. The Resolution establishes not to exceed amounts for the contemplated transfers of \$10,000,000 from the General Fund; \$3,000,000 from the Water and Sewer Fund, and \$1,000,000 from the Commuter Parking Lot Fund. The actual dollar amount of the transfers may be less and will be determined once the fiscal year has closed.

Trustee Galante asked when the exact amounts will be available. Mr. Brown stated they will be included in the next fiscal year budget.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to recommend authorizing year-end transfers, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #5 – DISCUSS AMENDMENT TO RESOLUTION 2021-R-011 AUTHORIZING A PROPOSAL WITH VAN BRUGGEN SIGNS, INC. FOR THE PURCHASE OF A DIGITAL JUMBOTRON SIGN** – David Niemeyer, Village Manager, explained after the Village Board approved a quote from Van Bruggen Signs for a digital billboard at the Tinley Park Convention Center (TPCC) it was discovered the approved 10mm display has an electrical requirement of 240v/80a, while the electrical service at the existing sub-panel for the pylon sign is 240v/60a. The Village would need to upsize the electrical service to allow a 10mm sign to be built.

A 16mm sign would be compatible with the current electric service. This would have a pixel matrix of 162x252 compared to 270x420 for the 10mm sign. The Village Manager and John Urbanski, Public Works Director, compared a few 16mm signs in the area and believe that based on the size of the sign there is not a noticeable difference in the quality of a 16mm compared to a 10mm. Installing a 16mm sign allows the use of the current electric service and will have a cost savings of \$2,378. Staff as well as the Convention Center managers, recommend purchasing the 16mm sign.

Trustee Brady asked if the current electric service needs any repairs to avoid problems in the future. Mr. Urbanski replied it does not appear to need repairs.

Trustee Brady asked who controls the sign content and if there is the ability to promote Village events. Trustee Glotz expanded on this question asking if the Village or the TPCC adds the Village information. Mr. Niemeyer stated the Village has an agreement to allow for Village event promotion. The TPCC controls the sign. Donna Framke, Marketing Director, stated she will share the policy.

Motion was made by Trustee Berg, seconded by Trustee Mueller, to recommend the amendment to resolution 2021-R-011 authorizing a proposal with Van Bruggen Signs, Inc. for the purchase of a digital jumbotron sign, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #6 – DISCUSS SIGN GRANT FOR MEDPRO HEALTH PROVIDERS, LLC, 16820 OAK PARK AVENUE** – Kimberly Clarke, Community Development Director, presented the Oak Park Avenue Sign Grant

request. Riz Villaseñor of MedPro Health Providers, LLC (Applicant), proposes to convert a single-family residential home to a mixed-use building with a first-floor office and second-floor apartment at 16820 Oak Park Avenue. The site was recently approved for a code compliance grant in the amount of \$15,497.50. The redevelopment proposal benefits the Village by redeveloping a vacant and deteriorating building, while also keeping an existing healthcare business in town.

The ECC reviewed the current sign grant request at their March 8, 2021 meeting and unanimously recommended the request for approval with a vote of 9-0. The initial request was \$1,947.50 based on a quote provided by Effective Signs. Since the meeting, the design changed slightly which increased the amount requested to \$2,375.00. The original intent and design of the sign conform substantially to what the ECC reviewed. If approved, the property will have received for the year \$17,872.50 in grant money which is under the maximum of \$70,000 per site.

Motion was made by Trustee Mueller, seconded by Trustee Brady, to recommend the sign grant for MedPro Health Providers, LLC, 16820 Oak Park Avenue, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #7 - DISCUSS WATER RATE INCREASE** – Brad Bettenhausen, Village Treasurer, presented the water rate increase. The Village has typically adjusted water rates in January for changes in the “wheeling costs” charged by Oak Lawn to deliver the water, and in June for the regular Chicago increases. The next Chicago rate increase will occur on June 1, 2021. These points are also recommended for implementing any increases necessary for the operation and maintenance of Tinley Park’s storage and distribution system, as well as the related sanitary and storm sewer charges.

Following a utility rate study, the Village established a five-year rate schedule in 2009. The systematic increases established under Ordinance 2009-O-072 ended in 2014, but the Municipal Code includes a provision that the Oak Lawn and Chicago rate increases as they occur will automatically adjust the overall rates and these adjustments have continued as programmed.

It has been more than seven (7) years since the utility rates have been adjusted for any increases in the Village’s operational costs (electric, labor, materials, etc.).

The Village was in the process of conducting a new water rate study in 2014 toward updating the utility rates, but this effort was derailed in 2015 by issues and litigation regarding the Severn-Trent water meters then in use. The meter litigation was settled in 2020. To address meter concerns, in June 2016 the Village Board initiated the systemwide replacement of all its water meters with new electronic meters and the addition of an Advanced Metering Infrastructure (AMI) system that has enhanced and significantly automated the Village’s ability to obtain meter readings. Readings are received hourly from each meter and provided greater monitoring of system usage both to our customers and the Village. Due to limited availability of funds in the Water and Sewer utility to support the immediate system upgrades, the improvements were approved to be funded from the general capital reserves of the Village. It was stipulated that the funds advanced to the utility fund were to be repaid in the future through utility billing revenues.

The total costs of the meter replacement and system improvements were approximately \$8.5 million. If these costs were to be amortized similar to a bond issue, with repayment spread over 15 years (meters have a 20-year life cycle) and 2% interest (approximate rate for Village to borrow funds), the annual debt service is about \$700k annually. Further delaying the repayment schedule, risks a situation where the Village is continuing to pay for the “2016” meters after the next cycle of replacements and associated costs begins. The annual “debt service” of \$700k when divided by 1.5 million gallons of billable retail consumption, produces a rate of approximately 50 cents.



It is intended that the Village will conduct a new comprehensive utility rate study in the upcoming year. However, it was recommended that the Village address some increment increases prior to the completion of that study. The proposed ordinance adjusts the Village's water rates by only the 50 cents to begin the repayment of the water meter costs. The ordinance also revises the code sections related to the utility rates to place them in a better format to facilitate the future rate increases anticipated.

Motion was made by Trustee Brady, seconded by Trustee Brennan, to recommend the water rate increase, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #8 – DISCUSS POLICE DEPARTMENT SIMULCAST RADIO UPGRADE PHASE #1** – Mr. Urbanski presented the radio upgrade request. As a main operational function of the Police Department's activities, the radio system receives annual maintenance checks. In response to an increase of "issues" compared to the standard of reliability for a system our size (over 90,000 transmissions per year at 98% reliability), staff requested an updated review and recommendation.

In response to findings, research to better improve the system coverage and operation for improved in-building coverage throughout the Village led staff to engineer a multi-site (simulcast) system operation. In conjunction with the findings of the system analysis along with improvements in technology, it was this recommendation that would assist with increased coverage and reduce some of the issues previously experienced within the Village. Currently, the radio system transmits to dispatch from a single site when field operations occur. This limits the potential of the system and signal. A simulcast system allows multiple transmitters at multiple locations, thereby creating a larger coverage footprint. This upgrade also allows for a three (3) site simulcast system that will allow migration to P25 VHF operation (digital).

To begin a phased approach of improvements and respective of COVID-19 reductions, staff recommended purchasing equipment for Phase 1 of the system. Phase 2 installation was requested in the FY22 budget and will be presented for board approval respectively. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait). Both proposals are industry standard "quality" equipment serving Public Safety, Public Service agencies.

Motion was made by Trustee Berg, seconded by Trustee Brady, to recommend Police Department Simulcast Radio Upgrade Phase #1, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #9 – DISCUSS POLICE DEPARTMENT RADIO UPGRADE NINE (9) RECEIVER SITES** – Mr. Urbanski presented the purchase request. As a result of the system inspection and corresponding to technology trends, it was determined that the current police radio system requires upgrades to the transmitter and receiver sites. This phased approach was requested in the FY21 budget recommendation to prevent unnecessary emergency outages or intermittent operations with the current, aging equipment as originally intended for "upgrade of (5) receivers." In response to findings, staff researched solutions to better improve the system and operation for improved in-building coverage throughout the Village.

Previously requested and in conjunction with the simulcast system upgrades and improvements in existing technology, it was this recommendation that will require parallel upgrades of all of the current radio receiver sites. Currently, the radio system does not afford the ability to upgrade to a simulcast system, therefore requiring the replacement of nine (9) of the current radio receivers. This receiver upgrade will allow migration to P25 VHF operation (digital) when decided necessary.

To begin a phased approach of improvements and respective of COVID-19 reductions, staff recommends purchasing equipment for Phase 1a of the system. Phase 2a installation was requested in the FY22 budget and will be presented for board approval respectively. Quotes were requested and received from two (2) responsive vendors (Simoco & Tait).

Motion was made by Trustee Brennan, seconded by Trustee Berg, to recommend Police Department Radio Upgrade nine (9) receiver sites, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #10 – DISCUSS ENTERPRISE FLEET MANAGEMENT PROGRAM** – Mr. Urbanski presented the Enterprise Fleet Management program. The Village owns and maintains 347 vehicles and equipment. Public Works has annually presented maintenance and replacement recommendations for the fleet. The primary goals as vehicles and equipment are reviewed are that the vehicles are safe, reliable, and provide functionality at an economical cost.

Three options are typically used in the industry when determining a vehicle's replacement point:

1. The current methodology utilizes a weighted scoring system and replacement is determined based on established intervals of age, mileage, repair history, and aesthetics. This method has been implemented with replacement scoring based on the Village Board defined service levels, but it has been questioned if it is the most economical, because it does not consider variability among vehicles.
2. Replacement is made when repairing exceeds the value of the vehicle. This method is often referred to as the "drive it till it dies" approach, which typically occurs when a major component fails, such as a transmission or engine. Major components tend to start failing on vehicles in the 150,000 to 200,000 miles range.
3. Replacement is based on lifecycle costing analysis. This method considers the point in the vehicle or equipment's life when the sum of all ownership and operating costs reaches a minimum. Typical parameters included in these analyses are depreciation, cost of money, insurance, fuel, and maintenance and repairs.

Staff has reached out to a few other communities that have utilized the program, the majority with positive results. For the past 6 months, staff has met many times to discuss the pros and cons of this program and have determined that the introduction of the pilot program will offer the proof of concept that a leasing and purchasing option will show the lowest life cycle costs, greatest benefit and most fleet flexibility when comparing leasing vs. buying.

Drew Kellogg, Enterprise Fleet Management, Inc, presented the "pilot program" that has been created for this fiscal year by utilizing the Fleet Department's previously scored list of eight (8) recommended replacement light & medium duty, non-pursuit vehicles. The foundation of these initial vehicles along with Enterprise's recommendations, the Village can look to achieve a proof of concept that ideally, a vehicle or piece of equipment should be replaced around the time the rise in annual operating costs begins to outweigh the decline in annual capital costs, ultimately reducing overall fleet management costs to the Village.

With the newly proposed shorter lifecycle, the majority of the vehicle will remain under warranty. This allows the Village to avoid costly repairs and utilize local dealerships for repair work. The shorter "cycle" will allow the Village to reduce maintenance and repair costs and yield a higher return when vehicles are sold by Enterprise under this program.

In regards to purchasing concerns, The Interlocal Purchasing System (TIPS) as well as Sourcewell, following competitive proposal processes, awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management, Inc. TIPS and Sourcewell followed the same process that the Village would follow for the public

procurement, including publicly advertising the bid, analyzing the responses from the proposers (Enterprise and Acme Leasing), and entering into a contract with the awarded vendor.

Trustee Mueller asked about the length of the pilot program and how this program will be rolled out to the remainder of the fleet. Mr. Urbanski explained a recommendation will be made whether to maintain, expand, or terminate the program at the end of the pilot program which is for one (1) year.

Trustee Brennan asked if the entire fleet will be a part of the program or if there is a hybrid program. He also inquired about the insurance requirements and graphics. Mr. Kellogg replied once proving the worth of the program, Enterprise would intend to maintain the entire fleet. The Village would continue to insure the vehicles in the current manner. Graphics would be capped into the lease.

Trustee Galante asked if other participant communities were contacted. Mr. Niemeyer and Mr. Urbanski, both replied yes. Not were all part of a pilot program, but all were pleased with the program.

Trustee Brady asked what equipment is included. Mr. Kellogg replied in patrol and fire vehicles, all equipment is capped in, excluding computers and radios. Mr. Urbanski added patrol and fire vehicles are not included in the pilot program.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to recommend the Enterprise Fleet Management Program, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #11 – DISCUSS 2021 PAVEMENT MANAGEMENT PROGRAM (PMP) a. PMP APPROPRIATION OF FUNDS b. PMP ENGINEERING AGREEMENT** - Van Calombaris, Village Engineering Consultant, presented the PMP. The preliminary list of streets recommended to be covered under the FY2022 program was provided. The recommendation included approximately 4.8 miles of streets to be resurfaced under the program. The total funding needed for the estimated cost of the FY2022 Program is \$3.1 million.

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to recommend the appropriation of funds and the engineering agreement, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #12 – DISCUSS 2021 SIDEWALK & CURB REPLACEMENT PROGRAM** – Mr. Urbanski presented the 2021 sidewalk and curb replacement program. The Village utilized the sidewalk and curb repair services of J&J Newell Concrete Contractors for the last two (2) years for maintaining and constructing sidewalks and curb repairs on Village-owned properties. Their services totaled over 11,500 square feet of new sidewalk throughout the Village each year.

The service contract was advertised and bid in 2019 in accordance with State bidding laws and provided the Village the potential of extending the contract for two (2) additional years at an overall percentage increase identified by the Contractor should their services be found acceptable by the Village. The previous two (2) year's services by J&J Newell were found to be acceptable and their previous services for the Village have found them to be a credible, trustworthy Contractor. This is the final year of renewal for this Contract.

Funding requested to be budgeted for FY22 was \$190,000 under the Public Works General Fund for Sidewalk Repairs/Replacement/Additional.

Trustee Galante asked if the contractor is responsible for the landscape repair and who inspects the completed work. Mr. Urbanski stated a landscape sub-contractor will perform this work. He added a new landscape sub-contractor will be used for the upcoming scope of work, which will be inspected by both the contractor and the Village.

Motion was made by Trustee Glotz, seconded by Trustee Berg, to recommend a contract extension with J&J Newell for the 2021 Concrete Flatwork and Curb Repair, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #13 – DISCUSS ANNUAL MAINTENANCE AND INSPECTION OF VILLAGE FACILITIES HEATING, VENTILATION AND AIR CONDITIONING (HVAC) UNITS CONTRACT**

– Mr. Urbanski presented the HVAC contract. Routine HVAC preventive maintenance/inspections assure optimal system working conditions and conserves the life span of vital Village owned equipment. For more than 81 years, Murphy & Miller, Inc. has been serving municipalities and commercial businesses throughout the South Suburbs and Greater Chicagoland area. Murphy & Miller, Inc. has utilized their extensive and intricate knowledge of the Village’s unique HVAC systems to assist with avoiding equipment failures and optimizing the systems to operate at the most efficient levels.

The Village has contracted with Murphy & Miller, Inc. for approximately the past 11 years and found them to perform all contracted services satisfactorily.

Funding is budgeted and available in the approved FY22 Budget; Municipal Buildings Fund.

Budget Available	\$25,824.00
Contract Amount	<u>\$25,809.65</u>
Difference – Under Budget	\$14.35

Motion was made by Trustee Glotz, seconded by Trustee Brennan, to recommend a service contract with Murphy & Miller, Inc. for the annual maintenance and inspections of Village HVAC units, be forwarded to the Village Board for approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #14 – DISCUSS ANNUAL MAINTENANCE & INSPECTION OF VILLAGE FACILITIES BUILDING AUTOMATION SYSTEMS**

– Mr. Urbanski presented the building automation systems contract. Continual routine preventive maintenance and inspections assure optimal system working conditions and conserves the life span of vital Village owned equipment. Total Automation Concepts, Inc. has utilized its extensive and intricate knowledge of Village building automation systems to assist with improving building management models, reducing utility costs, optimizing indoor air quality, avoiding equipment failures, and optimizing systems to operate at the most efficient levels.

The Village has contracted with Total Automation Concepts, Inc. for approximately the past 11 years and found them to perform all contracted services satisfactorily.

Funding is budgeted and available in the approved FY22 Budget; Municipal Buildings Fund.

Budget Available	\$34,000
Contract Amount	<u>\$29,290</u>
Difference – Under Budget	\$4,710

Motion was made by Trustee Berg, seconded by Trustee Glotz, to recommend a service contract with Total Automation Concepts, Inc. for annual maintenance and inspections, be forwarded to the Village Board for

approval. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the motion carried.

**Item #15 –RECEIVE COMMENTS FROM THE PUBLIC –**

President Pro Tem Glotz asked if there were any comments from the public. There were none.

Laura Godette, Deputy Village Clerk, stated there was no written comment or request to speak telephonically.

Motion was made by Trustee Glotz, seconded by Trustee Mueller, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Berg, Brady, Brennan, Galante, Glotz, Mueller. Nays: None. Absent: None. President Pro Tem Glotz declared the meeting adjourned at 7:31 p.m.

dm

DRAFT



# Interoffice Memo

---

**Date:** May 4, 2021

**To:** Village Board of Trustees

**Cc:** David Niemeyer, Village Manager

**From:** Hannah Lipman, Assistant to the Village Manager

**Subject:** Class DV Liquor & Video Gaming License Request Request – Durbin’s Express – 18250 S Oak Park Avenue

**Background:**

The petitioner, Tom McAuliffe, has approached the Mayor’s Office seeking a Class DV Liquor and Video Gaming License for a new Durbin’s location at 18250 S Oak Park Avenue. Note, the petitioner’s Letter of Intent (attached) requests a Class AV-1, but upon further discussion to explain the license classification requirements, the petitioner has since agreed to a Class DV.

This additional location will be similar to that the current location in regards to the menu, but will just operate at a smaller scale, with about 6-8 dine-in tables, a pick up window, and an enclosed video gaming area. There will not be a sit down bar at this location. A copy of the drawings submitted are attached.

A Class DV license allows for the retail sale of alcoholic liquor on the premises, and must be made in conjunction with the operation of a restaurant on the premise. Service is restricted to tables or booths; no bar stools are allowed. Video Gaming is allowed.

The Village’s video gaming code does state, “for a new applicant applying for a license to operate video gaming terminals, has been operating under a valid C/O at its current address for at least 365 days...however, if an applicant currently operates an establishment in compliance with this section and wishes to operate another establishment *similar* to the initial establishment, *the applicant will be exempt from the one-year waiting period.*” Given that Mr. McAuliffe has operated Durbin’s at 17265 Oak Park Avenue, he meets the requirements to waive the 365 wait period.

**Request:** Award a Class DV Liquor License to Durbin’s located at 18250 S Oak Park Avenue.



Thomas McAuliffe  
29A Lucas Dr.  
Palos Hills, IL 60465

March 3rd, 2021

Dear Mayor Jacob Vandenberg,

I am writing this letter of intent for you to consider approving a class AV-1 liquor license for our new location at 18250 S Oak Park. This smaller location will have a full Durbin's menu for dine-in, carry out, and delivery. Our plan is to have 6-8 dine-in tables, a pick up window, and an enclosed area for video gaming. No sit down bar will be available at this location although we would like to provide our customers the option of a full Durbin's alcohol menu.

Per our conversation a few months back we discussed our desire to remain in Tinley Park. This was a great opportunity for our family. We signed a 5 year lease with three 5 years options that also includes an option to purchase. Purchasing being our goal.

As you are aware we have enjoyed 15 wonderful years in Tinley Park serving our loyal customers. This opportunity allows us to continue our family business for many more years to come.

If you have any further questions please feel free to contact me at any time.

Sincerely,

Thomas McAuliffe  
708-878-2675



**DURBIN'S**

18250 S. Oak Park Ave.  
Tinley Park, IL 60477

**CAPITAL ARCHITECTS, LLC**

PLANNING & DESIGN

422 N. Hough Street  
Barrington, Illinois 60010

Tele : (847) 209-1125

EQUIPMENT SCHEDULE		
EQUIPMENT LIST		
ITEM NO.	ITEM	MANUFACT.
1	34" REACH IN 2 DR. DISPLAY COOLER, W/ WORK TOP - 30" A.F.F.	
2	90" REACH IN DISPLAY COOLER, (3) DOOR	
3	108"x30" S.S. TABLE	ADVANCE TABCO
4	PIZZA OVEN	
5	48" PREPARATION TABLE W/ FREEZER STORAGE BELOW	
6	GAS FRYER	
7	16ft EXHAUST HOOD	
8	3ft GAS STOVE - 6 BURNER	
9	3ft. GAS GRILL	
10	4ft. SANDWICH PREP. TABLE	
11	4ft. STEAM TABLE	
12	4ft. PREP COOLER - SALAD	
13	PIZZA PREP TABLE	
14	DOUGH ROLLER (TABLE MOUNT)	
15	60"x30" S.S. TABLE	ADVANCE TABCO
16	72"x30" S.S. TABLE	ADVANCE TABCO
17	DOUGH MIXER (FLOOR MOUNT)	
18	S.S. 1-COMPARTMENT SINK	ADVANCE TABCO
19	S.S. 3-COMPARTMENT SINK WITH DRAIN BOARD EACH SIDE	ADVANCE TABCO
20	24"x24" FLOOR MOUNTED MOP SINK	
21	WALL MOUNTED TANKLESS WATER HEATER	
22	S.S. HAND SINK	ADVANCE TABCO 7-PS-50
23	SODA DISPENSER W/ ICE MAKER	PROVIDED BY SODA COMPANY
24	VIDEO GAMING UNIT	
<p><b>GENERAL NOTES:</b></p> <ol style="list-style-type: none"> <li>ALL SHELVING MUST MEET NATIONAL SANITATION FOUNDATION STANDARDS. ALL SHELVING SHALL BE CONSTRUCTED OF METAL OR MATERIALS WHICH HAVE BEEN FINISHED SO AS TO HAVE SMOOTH, EASILY CLEANABLE, NON-ABSORBENT SURFACES. SHELVES SUBJECT TO HEAT OR MOISTURE SHALL BE OF RUST-RESISTANT METAL. ALL SHELVING SHALL BE 6" MIN. ABOVE THE FLOOR.</li> <li>SEAL ALL GAPS AROUND PLUMBING.</li> <li>PROVIDE AIR GAP AT 3 COMPARTMENT SINK AND 1 COMPARTMENT SINK</li> <li>CAULK AND SEAL ALL PERMANENT STRUCTURES.</li> <li>ALL LIGHT FIXTURES WILL HAVE LENS COVERS, TYPICAL THROUGHOUT THE SPACE.</li> <li>ALL DOORS TO BE TIGHT FITTING WITH NO GAPS AND PROPER SELF CLOSURES</li> </ol>		

**ELECTRICAL SYMBOL LEGEND**

- DUPLEX RECEPTACLE (GFI INDICATES GROUND FAULT INTERRUPTER)
- GROUND RECEPTACLE ON DEDICATED CIRCUIT
- QUADRUPLEX RECEPTACLE
- QUADRUPLEX RECEPTACLE ON DEDICATED CIRCUIT
- TELEPHONE - G.C. TO PROVIDE BOX AND 3/4" CONDUIT ONLY STUBBED 1" ABOVE CEILING AND/OR WALL
- TELEPHONE / DATA - G.C. TO PROVIDE BOX AND 3/4" CONDUIT ONLY STUBBED 1" ABOVE CEILING AND/OR WALL
- J-BOX, G.C. TO PROVIDE BOX AND 3/4" CONDUIT ONLY, STUBBED 1" ABOVE CEILING AND/OR WALL

**ELECTRICAL NOTES**

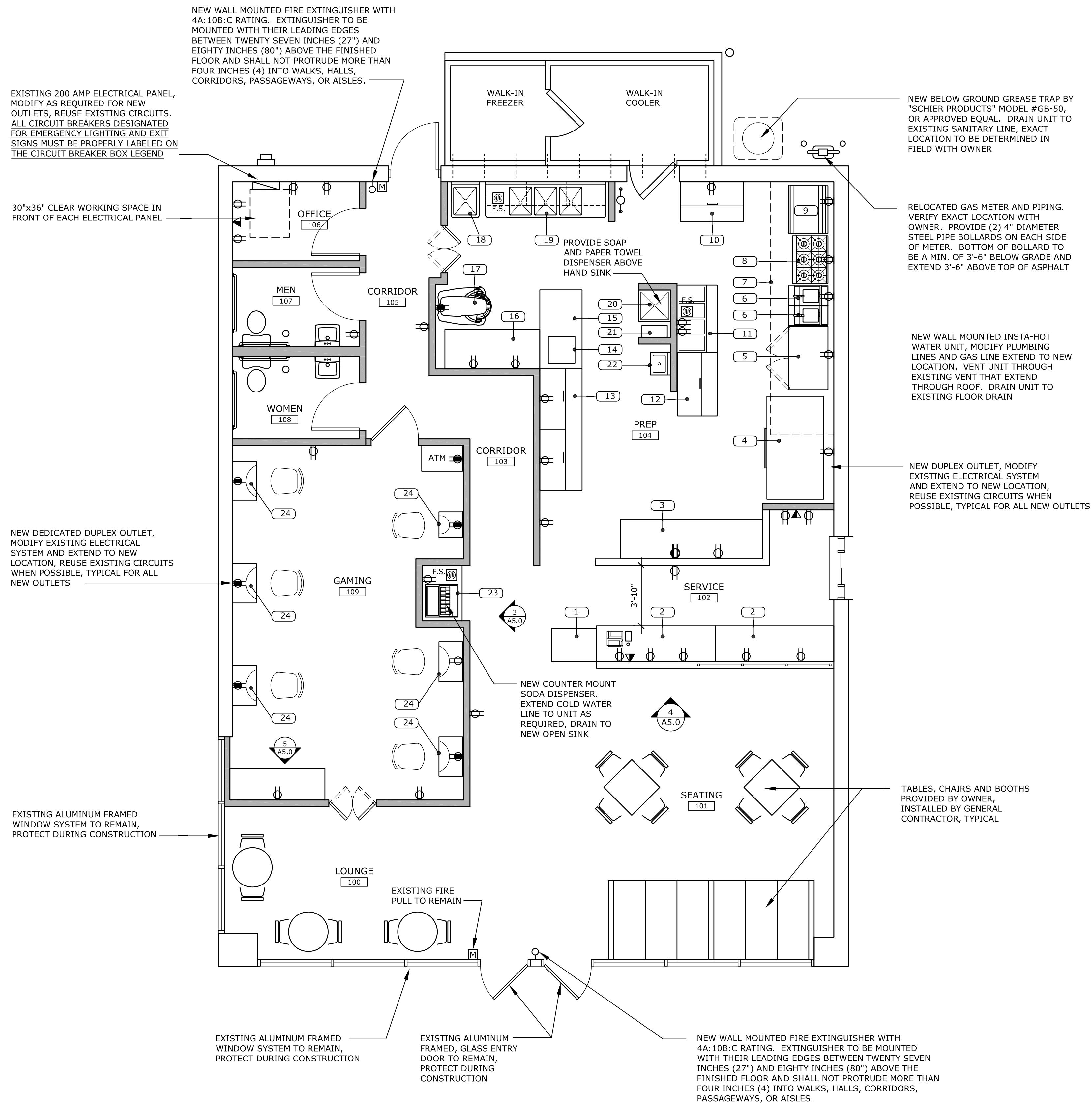
- ALL RECEPTACLES TO BE INSTALLED AT 1'-6" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE
- ALL SWITCHES TO BE INSTALLED 4'-0" ABOVE FINISHED FLOOR

Project No.: **2002**

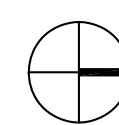
ISSUED FOR PERMIT	2-9-2021
No: Description:	Date:

Sheet Title:  
**EQUIPMENT PLAN**

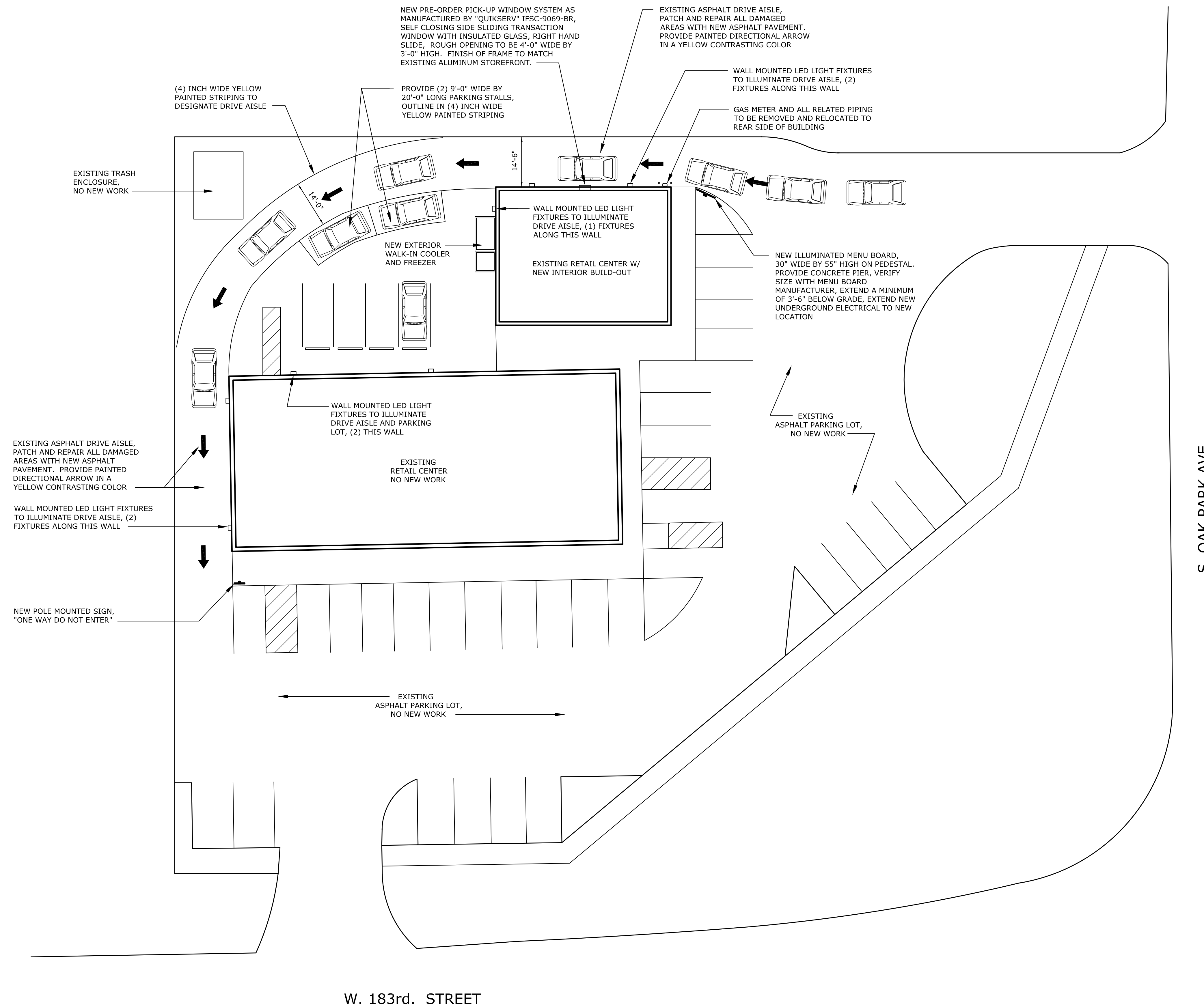
Sheet No.: **A3.0**



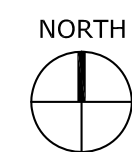
**1 EQUIPMENT PLAN**  
1/4" = 1'-0"







**1 SITE PLAN**  
1/16" = 1'-0"



Project No.: 2002

No:	Description:	Date:
	ISSUED FOR PERMIT	2-9-2021

Sheet Title:  
SITE PLAN

Sheet No.:  
T2.0



# Interoffice Memo

---

**Date:** April 30, 2021

**To:** Committee of the Whole

**From:** Village Manager, David Niemeyer

**cc:** Pat Carr, Assistant Village Manager  
Paul O'Grady, Village Attorney

**Subject:** Purchase and Sale Agreement – Bechstein's

The Village is seeking to purchase the property owned by Bechstein Construction Company at 17368 68<sup>th</sup> Court for \$550,000 using funds from the New Bremen TIF. The property consists of five (5) tax parcels. The Purchase and Sale Agreement is attached. Seller will work cooperatively with the Village to remediate the property and seek reimbursement from the State's LUST (leaking underground storage tank) fund and obtain an NFR (no further remediation) letter. Seller will be allowed to continue to occupy the site for up to 2 years after the sale, and would be responsible for (1) paying all property taxes assessed during that time and (2) demolishing the existing structures. After Seller vacates the site, the Village can determine whether to utilize this property for needed downtown parking (current intentions) or seek proposals for redevelopment. The two parties will have ninety (90) days to close from the execution of the PSA, which is expected to allow sufficient time to complete due diligence activities, including environmental sampling to determine the extent of clean up that may be required.

---

---

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

---

---

**ORDINANCE**  
**NO. 2021-O-022**

---

---

**ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT  
AND PURCHASE OF REAL PROPERTY  
(Bechstein's Parcels)**

---

---

**MICHAEL W. GLOTZ, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DIANE M. GALANTE**  
**DENNIS P. MAHONEY**  
**MICHAEL G. MUELLER**  
**COLLEN M. SULLIVAN**  
**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. 2021-O-022**

**ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT  
AND PURCHASE OF REAL PROPERTY  
(Bechstein's Parcels)**

**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 Barbara T. Bechstein Living Trust (“Seller”) is the owner of that certain real property located at 17366-68 68th Court and 17369-89 69th Avenue, Tinley Park, Illinois (“Property”); and

**WHEREAS**, the Village President and Board of Trustees have determined that it is in the Village's interest to acquire ownership of the Property; and

**WHEREAS**, the Seller is willing to sell the Property to the Village on terms and conditions acceptable to the Village; and

**WHEREAS**, the Village and the Seller desire to enter into a purchase and sale agreement to provide for the sale by the Seller, and the purchase by the Village, of the Property (“Agreement”); and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve the Agreement and to acquire ownership of the Property, all pursuant to this Ordinance;

**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:** The Agreement between the Village and the Seller is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

**SECTION 3:** The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the final Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Seller; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Ordinance, then this Ordinance will, at the option of the Board of Trustees, be null and void.

**SECTION 4:** The President and Board of Trustees hereby approve the acquisition by the Village of the Property, in the manner and upon such terms as are set forth in the Agreement.

**SECTION 5:** The Village President, the Village Clerk, the Village Manager, the Village Finance Administrator, and the Village Attorney are hereby authorized to execute all documentation, and take all action, necessary to consummate the acquisition of the Property by the Village, as may be required pursuant to applicable law and the Agreement.

**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 4<sup>th</sup> day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of May, 2021.

---

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. \_\_\_\_, “ORDINANCE APPROVING A PURCHASE AND SALE AGREEMENT AND PURCHASE OF REAL PROPERTY (Bechstein's Parcels),” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 4, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4<sup>th</sup> day of May, 2021.

---

KRISTIN A. THIRION, VILLAGE CLERK

**EXHIBIT A**  
**Purchase and Sale Agreement**

**PURCHASE AND SALE  
AGREEMENT (PSA)  
FOR PROPERTY AT  
17368 68<sup>TH</sup> COURT  
TO FOLLOW**





# Interoffice Memo

**Date:** April 30, 2021

**To:** David Niemeyer – Village Manager  
John Urbanski – Public Works Director

**From:** Colby Zemaitis, PE, CFM – Assistant Public Works Director

**Subject:** Bechstein Site Investigation and Underground Storage Tank Activities

---

Prepared for the Committee of the Whole and Village Board Meeting for consideration and possible action:

Description: The Village is interested in acquiring this property and requested a proposal from Midwest Environmental Consulting Services, Inc. to conduct a subsurface investigation to assess the subsurface soils and groundwater associated with the removal of underground storage tanks (UST's) as well as determine whether any additional tanks currently exist or need to be removed to avoid in order to obtain a No Further Remediation (NFR) letter for this site.

Background: The Public Work Department contacted and obtained three (3) proposals from environmental engineering firms with experience conducting site evaluations, site clean-ups and overseeing the removal of UST's. Each firm was provided background information on this site, and also did their own site research prior to submitting their proposal.

Three (3) proposals were initially submitted; however all proposals didn't follow the same procedure. Therefore, we requested revised proposals with defined tasks. Based on the description of work, experience conducting these projects, overall costs, scheduling and availability; we recommend awarding this project to Midwest Environmental Consulting Services, Inc. in the amount of \$84,194.

<u>Environmental Consulting Firm</u>	<u>Bid Proposals</u>
Midwest Environmental Consulting Services, Inc.	\$84,194
Robinson Engineering Ltd.	\$140,646 - \$233,468
True North Consultants	Did not resubmit

Engineer's Estimate: \$100,000

Budget/Finance: The Village is also currently looking to purchase this property so the overall cost for this project will be addressed in an escrow as part of the purchase agreement with the property owner.

Staff Direction Request:

1. Approve Contract with Midwest Environmental Consulting Services, Inc. in the amount of \$84,194.
2. Direct Staff as necessary.

Attachments:

1. Midwest Environmental Consulting Services, Inc. Proposal dated 4/22/21





# Midwest Environmental Consulting Services, Inc.

Consultants ◀ Engineers ◀ Scientists

Thursday, April 22, 2021

Proposal #2103233-rev.1

Mr. Colby Zemaitis  
Village Engineer  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60171

Subject: **Proposal – Site Investigation and UST Removal Activities  
Beckstein Construction Company Property  
17368 68<sup>th</sup> Court  
Tinley Park, Illinois 60477  
MEC Proposal # 2103233-rev.1**

Dear Mr. Zemaitis;

Midwest Environmental Consulting Services, Inc. (MEC) is pleased to submit this cost proposal to the Village of Tinley Park (Village) to provide environmental consulting services associated with a site investigation and removal of potential underground storage tanks (USTs) at the Beckstein Construction Company property located at 17368 68<sup>th</sup> Court in Tinley Park, IL. Herein referred to as the Site.

MEC has prepared this proposal based on the understanding of the activities to be completed as discussed, the reviewed information submitted to MEC, and according to the scope of work outlined herein. The following sections of this proposal present our understanding of the project background, scope of service, lump sum costing, schedule and closing remarks.

## **BACKGROUND**

MEC's understands that the Site was a former Standard Oil bulk plant and was closed in September, 1976. The Site was acquired by Beckstein Construction Company and utilized as a construction yard that had a number of USTs and above-ground storage tanks containing diesel fuels, gasoline, and waste oil. The on-site building is utilized as an office area and maintenance area to service construction equipment.

According to records from the Illinois Office of the State Fire Marshal (OSFM), two, 8,000-gallon USTs and one, 2,000-gallon gasoline UST were removed from the Site in March, 2001. According to the Illinois Environmental Protection Agency (IEPA) database, a release incident is documented for the three USTs. Based on the database, it appears that the incident was never closed, nor a No Further Remediation (NFR) determination was issued for the incident. In addition, a 4,000-gallon diesel UST potentially remains at the Site with a number of ASTs containing diesel fuel, gasoline and waste oil. According to the OSFM database, the 4,000-gallon UST is not listed as being a registered UST.

The Village is interested in acquiring the Site and has requested MEC to prepare a cost proposal to conduct a subsurface investigation to assess subsurface soils and groundwater for impacts associated with the removed USTs, as well as other identified USTs and ASTs that are at the Site..

### **Yorkville Location**

2551 N. Bridge St.  
Yorkville, IL 60560

P: (630) 553-3989  
F: (630) 553-3990

### **Peoria Location**

3100 N. Knoxville Ave.  
Suite 204

Peoria, IL 61603  
P: (309) 621-4680  
F: (309) 621-4690

[www.mec-us.com](http://www.mec-us.com)

Providing Quality Service Since 1994

## **SCOPE OF WORK**

This scope of work has been prepared based on our past discussions regarding the Site and the scope of work sent to MEC in your e-mail dated April 19, 2021. The objective of the scope of work is as follows:

- Identify potential USTs that have not been removed from the Site;
- Perform a site Investigation in the area of the 8,000-gallon diesel UST (Tank #1) located on the southeast portion of the Site, the 8,000-gallon diesel USTs (Tank #2) and the 2,000-gallon gasoline UST (Tank #3) that were previously removed in 2001 and subsequent release incident, and prepare documentation to support a regulatory closure of the open release incidents at the Site.
- Provide costing to remove other USTs identified during the investigative activities, as well as testing and preparation of 20-day and 45-day reports to the IEPA.

### **Task 1 – Geophysical Investigation**

The purpose of the geophysical investigation is to ascertain whether any USTs remain in the ground at the Site prior to performing any invasive investigative activities. As outlined in the requested scope of work, MEC will perform a geophysical investigation of the various property parcels that are associated with the Site utilizing electromagnetic survey techniques. MEC will grid out the Site on five-foot line spacings to perform the electromagnetic investigation. Identified subsurface anomalies (potential USTs) will be located and marked with flagging or spray painted on the ground surface, as well as documented onto a Site diagram.

Given the long operational history of the Site, as well as its use as a construction yard, MEC anticipates that the near surface soils may contain various ferrous metal objects which will skew the electromagnetic investigation. With this understanding, MEC highly recommends that the electromagnetic survey be coupled with ground penetrating radar (GPR) techniques to provide for a deeper penetration and view into the subsurface soil horizons to an approximate depth of ten foot below grade surface (bgs). The GPR technique will also aid in a better resolution of identified anomalies and determining the size and configuration within the subsurface so that it can be correlated to an UST. We have provided costs for the addition of GPR as an option to the geophysical investigation.

### **Task 2 – Parcel 1 LUST Investigation and Closure Activities**

This task will assess and delineate subsurface soil impacts associated with the three USTs that were removed from the Site in 2001 to include the area of the 8,000-gallon, diesel UST (Tank #1), and the area of the 8,000-gallon diesel UST (Tank #2) and the 2,000-gallon, gasoline UST (Tank #3).

Based on our past discussions, review of the IEPA and OSFM database, and Freedom of Information Act (FOIA) information from the OSFM, a release incident was filed with the Illinois Emergency Management Agency (IEMA) during the removals of the three tanks indicating petroleum impacts to the surrounding fill and native soils. A 20-day and 45-day reports were prepared and submitted to the IEPA Lust Program to document the releases from the USTs. For purposes of this proposal, it is our understanding that The Village will acquire these reports from Beckstein Construction Company and provide those to MEC for review. Based on our review of these documents, as well as discussions with the IEPA Project Manager assigned to this release incident, MEC may revise the subsurface investigative scope of work outlined below and will coordinate any scope changes with the Village and the IEPA.

MEC will prepare a Work Plan and Budget for the investigative activities outlined below. MEC proposes that up to eighteen soil borings be advanced to a depth of twenty feet bgs in the two areas of the Site where the USTs were removed in 2001. The soil borings will be advanced utilizing a track mounted Geo Probe drill rig. The locations and rationale for the soil borings are as follows: GP-1

through GP-8 will be advanced in the area of the former 8,000-gallon diesel UST (Tank #1) that was removed and has an open release incident; GP-9 through GP-18 will be advanced in the area of the former 8,000-gallon diesel UST (Tank #2) and the 2,000-gallon gasoline UST (Tank #3). At each of the two UST areas, the soil boring will be located in a manner to delineate the lateral and vertical extent of soil impacts.

Each soil boring will be sampled continuously to terminus. Each recovered soil sample will be field screened with a photo-ionization detector (PID) and the soil descriptions and other pertinent observations will be documented on a soil boring log. At each soil boring, three soil samples will be collected from different soil horizons, in which two of the soil samples will be submitted to a contract laboratory for analyses. All soil samples collected from the soil borings, for the exception of soil borings GP-11 and GP-15, will be analyzed for benzene, toluene, ethylbenzene and xylene (BTEX), methy-tert-butyl-ethylene (MTBE), Polynuclear Aromatics (PNAs), total lead, and pH. The third sample collected from the deepest soil horizon will be submitted to the contract laboratory, but placed on hold till the sample results of the shallower soil samples are reviewed. The third soil sample may be analyzed dependent on the results of the other soil samples analyzed to ascertain the vertical limits of potential impacts found within each boring location. With that understanding, we have included the cost for the analysis of fifty-four soil samples.

At three soil boring locations, MEC will install a two-inch, PVC groundwater monitoring well that will be installed to approximately twenty feet bgs. MEC will purge each groundwater monitoring well and then collect a groundwater sample from each for analysis. Each groundwater sample will be submitted to the contract laboratory for BTEX, MTBE, PNAs, and total lead analyses.

MEC will survey the permanent monitoring wells for elevation. The top of casing of each well will be surveyed to the nearest 0.01 feet relative to a designated on-site benchmark. The groundwater flow direction below the Site will be assessed using the static water levels and well elevation survey data. The potentiometric surface (groundwater elevation) in each well will be calculated by subtracting the depth to groundwater from the surveyed top of casing elevation from each well. A groundwater flow diagram will be prepared by plotting potentiometric values for each well on a scaled map of the Site, and drawing equipotential lines across the Site. The directions of groundwater flow will be vectors perpendicular to the equipotential lines of elevation.

All drilling and sampling equipment will be decontaminated between sample collection and borehole location. Soil cuttings will be placed back into the soil borings and mixed with bentonite to seal the boreholes, and the boreholes will be sealed at the surface utilizing asphalt patch or concrete mix.

Soil cuttings for the permanent well and purge and decontamination wash water will be placed into 55-gallon drums, as applicable, and disposed of in accordance with state and federal regulations. The cost for transportation and disposal of three drums of soil cuttings and one drum of decontamination and well purge water is included in this proposal.

### **Task 3 – UST Investigation, Removal and Reporting Activities**

Based upon the geophysical investigation proposed in Task 1, if any USTs are identified, MEC will assess the subsurface soil and fill material surrounding the identified UST to determine if a release has occurred. For purposes of this proposal, we assume that a 4,000-gallon diesel UST will be identified at the Site.

#### **Task 3A -Subsurface Investigative & Reporting Activities**

MEC proposes to advance four soil borings to a depth of twenty foot below grade surface (bgs). Each soil boring will be sampled continuously to terminus. Each recovered soil sample will be field screened with a photo-ionization detector (PID) and the soil descriptions and other pertinent observations will be documented on a soil boring log. At each soil boring, three soil samples will be collected from different soil horizons, in which two of the soil samples will be submitted to a contract laboratory for

analyses. All soil samples collected from the soil borings will be analyzed for BTEX), MTBE, PNAs, total lead, and pH. The third sample collected from the deepest soil horizon will be submitted to the laboratory, but placed on hold till the sample results of the shallower soil samples are reviewed. The third soil sample may be analyzed dependent on the results of the other soil samples analyzed to ascertain the vertical limits of potential impacts found within each boring location. With that understanding, we have included the cost for the analysis of twelve soil samples.

If groundwater is encountered during drilling and sampling activities, MEC will collect a groundwater sample through a temporary, one-inch diameter, PVC monitoring point and submit it to the contract laboratory for analyses to include BTEX, MTBE, PNAs, and total lead.

The analytical results from the soil samples collected and groundwater sample (if collected) will be compared to the most stringent Remedial Objectives (ROs) outlined in the IEPA Tiered Approach to Corrective Actions (TACO), 35 IAC, Part 742 (Residential Properties). If contaminants of concern are present above the ROs for residential properties, a release incident needs to be called into the Illinois Emergency Management Agency (IEMA).

Once all data has been reviewed, MEC will prepare a report of findings that will outline the investigative activities and analytical results compared to the TACO ROs. This report will be submitted to the OSFM as an assessment report which documents the release incident.

The OSFM database does not indicate that the 4,000-gallon UST has been registered with the State of Illinois. With that understanding, MEC can prepare documentation for late registration and submit to the OSFM, along with the appropriate fee of \$700. This late registration will allow for potential cost reimbursement of UST removal and associated investigative and remediation activities related to the UST. In addition, MEC will prepare an eligibility determination to the OSFM for a decision on the deductible cost amounts that would apply to the release incident.

As a note, the subsurface investigative scope outlined above can be coupled with activities scoped in Task 2 which will provide an overall savings on additional mobilization charges that would be incurred if the drilling and sampling activities were performed in two separate events. This cost savings has been incorporated in the cost section of this proposal.

### **Task 3B – UST Removal Activities and Reporting**

Under early action, MEC and their UST removal contractor (RW Collins) will prepare permit to remove the identified UST. Once the removal permit has been issued by the OSFM, MEC will schedule a date for the removal of the UST

MEC and their contractor will mobilize to the Site to remove the UST. The UST will be properly accessed, any product or water will be removed via a tanker truck, and then vented prior to removal. Once the UST has been removed from the ground, it will be staged on plastic sheeting, opened on each end, and the inside areas cleaned. Residual product will be captured and pumped out of the UST. The UST will be loaded onto a truck and transported for disposition.

Once the UST and impacted soil/fill materials have been removed, the excavation will need to be assessed per OSFM requirements. Impacted soil from the excavation will be removed and stockpiled on plastic sheeting for future disposition at a regulated landfill. We have estimated up to 50 tons of impacted material be removed and disposed of. MEC will collect soil samples from each of the four sidewall and base of the excavation. A total of five soil samples will be collected and submitted to a contract laboratory for analyses to include BTEX, MTBE, PNAs, total lead and Ph. The excavation will be backfilled with limestone aggregate.

In the event that a release incident occurs, a 20-day and 45-day reports will need to be prepared and submitted to the IEPA. MEC will prepare the 20-day Report as well as other required forms for the

IEPA, Leaking Underground Storage Tank (LUST) Program. In addition, MEC will prepare the 45-day Report which will outline the investigative activities conducted, UST removal activities and analytical data compared to the TACO ROs for residential properties. If additional investigative activities are necessary to delineate the impacts of the contaminants of concern, MEC will propose the activities under a separate proposal.

#### **Task 4 – Parcels 2-5 Subsurface Investigation and Reporting**

This task will assess the areas of the Site that contain aboveground storage tanks (ASTs), as well as other operational areas that may have been impacted by past operations at the Site.

##### **Task 4A – Subsurface Investigative Activities**

MEC proposes that ten soil borings be advanced to a depth range of ten to fifteen feet bgs. The locations and rationale for the soil borings are as follows: GP-19 through GP-24 will be advanced in the areas of the on-site ASTs and former locations to assess potential impacts from dispensing operations, as well as product storage; GP-25 will be advanced inside the maintenance garage to assess potential subsurface impacts from maintenance activities; GP-26 through GP-29 will be advanced in the areas where construction and heavy equipment have been staged to assess potential impacts from petroleum releases from the equipment;

Each soil boring will be sampled continuously to terminus. Each recovered soil sample will be field screened with a photo-ionization detector (PID) and the soil descriptions and other pertinent observations will be documented on a soil boring log. At each soil boring, two soil samples will be collected from different soil horizons, in which one of the soil samples will be submitted to a contract laboratory for analyses. All soil samples collected from the soil borings, for the exception of soil borings GP-25, will be analyzed for BTEX, MTBE, PNAs, total lead, and pH. Soil samples collected from soil boring GP-25 will be analyzed for volatile organic compounds, PNAs, 8 RCRA metals, and pH. The second sample collected from the deepest soil horizon will be submitted to the laboratory, but placed on hold till the sample results of the shallower soil samples are reviewed. The second soil sample may be analyzed dependent on the results of the first soil samples analyzed to ascertain the vertical limits of potential impacts found within each boring location. With that understanding, we have included the cost for the analysis of twenty soil samples.

As a note, the subsurface investigative scope outlined above can be coupled with activities scoped in Task 2 which will provide an overall savings on additional mobilization charges that would be incurred if the drilling and sampling activities were performed in two separate events. This savings is incorporated into the cost section of this proposal.

##### **Task 4B - Report Preparation**

MEC will prepare a subsurface investigation report that will outline the investigative activities performed, the analytical results as compared to the TACO Remediation objectives for residential properties, site diagrams depicting the soil boring locations and areas of impact, as well as recommendations for further investigative activities to be performed to delineate identified impacts, if necessary.

#### **Project Assumptions**

The following project assumptions are made that are subject to the above scope of work.

1. MEC shall not be held responsible for any damage that may occur to sidewalks, curbs, driveways, asphalt, or concrete pavement designed to remain from equipment brought into the Site for investigative activities. However, MEC will take caution to keep any such damages to a minimum.

2. Should drilling or auger refusal occur, the boring will be offset and re-drilled at up to two different locations.
3. Project delays caused by hidden conditions, unspecified hazardous materials, or other trade scheduling conflicts will result in additional costs.
4. Groundwater monitoring wells that may be damaged or removed as part of other activities before IEPA final review and submittal of certificates may need to be replaced. Any replacement of wells will be covered under a change order.
5. Analytical testing will be completed on a standard turnaround basis of ten business days.
6. Any additional investigation requirements or costs for Site closure will be discussed following receipt of the analytical results or IEPA comments and addressed under a Change Order, if needed.
7. It should be noted that it is difficult to predict what the individual IEPA Project Managers will require. Additional investigation may be required once the IEPA has reviewed the project reports. Any additional investigation, including additional and/or off-site borings, is not included in this proposal or cost.
8. Costs are based on 50 tons of impacted soil and fill being removed. Any additional costs associated with removal activities will be addressed as a formal change order.

## **SCHEDULE**

MEC will initiate scheduling the scope of services upon authorization to proceed. MEC will coordinate the on-site schedules with the Village. The geophysical investigation can be initiated within one week from authorization to proceed and be completed in one business day.

Drilling and sampling outlined in Tasks 2, 3A, and 4A will be scheduled upon authorization to proceed and are anticipated to begin within one week after the scope of Task 2 is agreed upon by the IEPA Project Manager. It is anticipated that drilling and sampling activities, as well as groundwater monitoring wells will be completed in three days. UST removal activities, backfilling and soil disposal can be completed in two days. Sampling of groundwater and surveying the monitoring well locations will be completed in one day. Analytical testing will be on a standard turnaround of ten days of receipt of the samples.

## **PROJECT COSTS**

MEC proposes to complete the scope of services presented in this proposal for an estimated cost of **\$84,194.00**. A breakdown of our costs per task is as follows:

### **Task 1 – Geophysical Investigation**

Electromagnetic Scanning	\$ 2,960.00
Ground Penetrating Radar and Electromagnetic (Optional Cost)	\$ 3,900.00

**Subtotal – Task 1** **\$ 2,960.00**

### **Task 2 – Parcel 1 Lust Investigation & Closure Activities**

- IEPA Coordination, Work Plan and Budget Estimate \$ 2,000.00
- Mobilization \$ 1,000.00
- Drilling and sampling of eighteen soil borings \$ 3,900.00
- Groundwater monitoring well installation (3 wells to 20 feet) \$ 2,500.00
- Project management, oversight, and sampling \$ 4,000.00
- Laboratory soil analyses (\$178/sample for 54 samples) \$ 9,612.00
- Laboratory water analyses (\$178/sample for 3 samples) \$ 534.00

- Well surveying \$ 500.00
- Drummed soil Cuttings (\$420/drum for 3 drums) \$ 1,260.00
- Site Investigation Report Preparation \$ 5,300.00
- Reimbursement Claim \$ 1,800.00

**Subtotal Task 2 \$32,406.00**

**Task 3A – UST Investigation, Removal, and Reporting**

- Mobilization (**Coupled with Task 2 no charge**) \$ 500.00
- Drilling and sampling of four soil borings \$ 1,950.00
- Temporary groundwater monitoring well installation \$ 500.00
- Project management, oversight and sampling \$ 1,600.00
- Laboratory soil analyses (\$178/sample for 12 samples) \$ 2,136.00
- Laboratory water analyses (\$178/sample) \$ 178.00
- OSFM assessment report \$ 1,500.00
- Late registration fee to OSFM (Optional) \$ 700.00

**Subtotal Task 3A \$ 9,064.00**

**Task 3B - 4,000-Gallon UST Removal Activities**

- Mobilization \$ 500.00
- 4,000-gallon UST Removal \$ 8,340.00
- Project management, oversight and sampling \$ 3,200.00
- Tanker truck (\$138/hour for 8 hours) \$ 1,104.00
- Pump & dispose of liquids (\$0.78/gallon for 1,000 gallons) \$ 780.00
- Excavation & loading of impacted soil \$ 3,350.00
- Transportation and soil disposal (\$51/ton for 50 ton) \$ 2,550.00
- Laboratory (\$178/sample for 5 samples) \$ 890.00
- Backfilling- CA 6 (\$22.50/ton for 100 tons) \$ 2,250.00
- 20-Day and 45-Day reporting \$ 3,600.00
- Reimbursement Claim Preparation \$ 1,800.00

**Subtotal – Task 1B \$28,364.00**

**Subtotal – Task 3 (Fixed Fee) \$37,428.00**

**Task 4 - Site Investigation and Reporting**

- Mobilization (**Coupled with Task 2 drilling no charge**) \$ 500.00
- Drilling and sampling of ten soil borings \$ 1,800.00
- Project management, oversight, and sampling \$ 1,600.00
- Laboratory soil analyses (\$178/sample for 18 samples) \$ 3,204.00
- Laboratory soil analyses (\$298/sample for 2 samples) \$ 596.00
- Report Preparation \$ 3,000.00
- Project Coordination and Management/IEPA Liaison \$ 700.00

**Subtotal – Task 4 \$11,400.00**

**TOTAL ESTIMATED PROJECT COST \$84,194.00**



Our Professional Services Agreement, which apply to the proposed services are attached. Any changes to our Professional Services Agreement must be agreed to in writing by both parties prior to your authorization to proceed or issuance of a purchase order. Your verbal or written authorization, or issuance of a purchase order will form a binding contract and indicate your acceptance of the agreed upon terms.

**CLOSING**

MEC appreciates the opportunity to provide our environmental services to you and the Village of Tinley Park. Please feel free to contact me at 708/932-3975 with any questions or comments you may have regarding this proposal.

Best Regards,

**Midwest Environmental Consulting Services, Inc.**



Gregory C. Weeks, P.G., R.G.  
Manager, Environmental Services

Attachments: Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between Midwest Environmental Consulting Services, Inc. ("Midwest") and \_\_\_\_\_ ("Client").

In consideration of the mutual covenants and agreements set forth in the Agreement, Midwest Environmental Consulting Services, Inc, and Client agree as follows:

1. **SERVICES.** Midwest Environmental Consulting Services, Inc. agrees to perform the professional engineering, consulting, training and other services described in Proposal No: \_\_\_\_\_ dated \_\_\_\_\_ the Proposal, and all modifications and amendments thereto, including any special qualifications, conditions, limitations, are incorporated into this Agreement by reference and are subject to the terms of this Agreement. This Agreement and the Proposal may be modified only in writing signed by Midwest and the Client.
2. **FEES FOR SERVICES.** Client shall pay Midwest for services the full amount of the single quoted in the Proposal. Any price designated in the Proposal as an estimate shall not constitute a quotation of a single price, but shall be for estimated or budgeting purposes only. In the event that the Proposal quotes a price on a time and material basis rather than on a single price basis, Client shall pay Midwest for services in accordance with the provisions of the Standard Rate Schedule attached to the Proposal and made part of this agreement.

Payment is due within thirty (30) days of invoice by Midwest to Client. Midwest will submit invoices to Client upon completion of services, or upon completion of discreet phases of the project services of the Proposal identifies such phases. A late service charge of 12% per month, or the highest rate allowed by applicable law, whichever is lower, will be added to all amounts outstanding more than thirty (30) days after invoice. Client agrees to pay all applicable taxes.

3. **PROFESSIONAL STANDARDS AND WARRANTY.** Midwest will exercise reasonable skill and judgment and will perform its services until this Agreement in accordance with generally prevailing professional standards existing in the locale and at the time where and when the services were performed. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.
4. **CONFIDENTIALITY.** Midwest and Client shall retain as confidential all information and data provided to it by the other party to this Agreement which: (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information; or (ii) are designated in writing as confidential at the time of provision to the party. Confidential information shall not be disclosed to any third party, unless required by law or authorized in writing by the Client.

Provided, however, that nothing herein shall be interpreted as preventing either party from disclosing and/or using such confidential information or data: (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired by the transmitting party; or (iii) when the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same good faith and who is not under any obligation to the transmitting party with respect thereto, or (iv) where a written release is obtained by the receiving party from the transmitting party.

5. **RECOGNITION OF RISK.** Client recognizes, and Midwest's performance under this Agreement is subjected to, the following risks: (i) it is not possible with a limited sampling program absolutely to prove the absence of hazardous or solid waste materials at the site where the work described in the Proposal will be performed; (ii) investigations by Midwest at the site may disclose the presence of hazardous or solid waste materials or other contaminants, and the sole responsibility for reporting the presence of such materials to appropriate federal, state and local regulatory authorities shall remain the Client's (iii) environmental, geological, geotechnical, groundwater and other characteristics at the site can change over time, and data regarding such characteristics can vary from time to time, and from place to place at the site; (iv) commonly used exploration and investigation methods, including drilling, boring, and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soils or water by contaminants already on the site; (v) certain governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g. the construction of entirely impermeable liners). It may not be possible to achieve an absolute cleanup of the site including absolute elimination of contaminants; (vi) the state of the art with respect to investigation of subsurface conditions, environmental cleanup techniques, the long-term effect of chemicals and treatment methods on soils, the availability and performance of manufacturing equipment, and the availability and suitability of lubricating and other fluids is changing, and any improvement in the state of the art with respect to those subjects or others shall not be deemed to be evidence that Midwest has failed to perform its services under this Agreement in accordance with generally prevailing professional standards; and (vii) government regulations with respect to environmental contamination, cleanup, education and/or training may change over time.
6. **CLIENT OBLIGATIONS.** Client shall furnish or make available to Midwest such documents and information regarding conditions at the site where the services described in the Proposal are to be performed by Midwest as Midwest may require, including without limitation, all information available to Client with respect to any hazardous or solid wastes, substances, contaminants, pollutants, underground obstruction, utilities, underground piping, site history, utility lines and manufacturing specifications, requirements and processes. Midwest is entitled to rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by Midwest.

Midwest Environmental Consulting Services, Inc.  
2551 North Bridge Street  
Yorkville, IL 60560  
(630) 553-3989 FAX (630) 553-3990

Client shall provide for Midwest's right to enter the project site and/or adjacent properties as necessary for Midwest to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits and shall hold harmless and indemnify Midwest for claims of trespass or property damage required in providing the services described in this Proposal, except where Midwest is negligent or has violated the Client's specific written instructions.

Client shall be responsible for repairs to all roadways, paved areas and right-of-way resulting from Midwest's performance of services under this Agreement.

Client shall provide access and work space at the site for Midwest and any subcontractor performing services under this Agreement.

Client shall ensure the timely cooperation of Client's employees as reasonably requested by Midwest in the performance of services under this Agreement.

7. **DOCUMENTS AND USE OF INFORMATION.** All documents furnished by the Client to Midwest shall, at the Client's written request, be returned to Client upon completion of the services of this Agreement, provided that Midwest may retain one copy of all such documents for its files. Final reports, including drawings, plans and specifications prepared by Midwest for the Client shall be the sole property of the Client upon full payment by Client due under this Agreement. Midwest shall retain possession and ownership of all calculations, internal memoranda, and other work papers relief upon by Midwest to prepare such final reports, and Midwest may retain copies of such final reports.

Client may use any final reports of findings, plan designs, engineering work, and any educational training materials, as Client wishes; however, Client shall indemnify and hold harmless Midwest from and against any and all claims, damages, losses and expenses arising out of the use by Client of such reports and materials other than in connections with completion by Midwest of the work described in the proposal. Midwest shall be entitled to use any information, technology, procedures, processes or methods learned or developed by Midwest from its provisions of services under this Agreement. Midwest shall retain all the rights entitled to all patentable and unpatentable inventions, including confidential know-how, developed by Midwest for provision of services under this Agreement. Midwest grants to Client a royalty-free, non-exclusive, nonassignable license as to such inventions and know-how to use in the same facility and/or location described in the Proposal. Midwest may use Client's name and a general description of work performed by Midwest for Client in Midwest's promotional materials and for other purposes.

8. **PROJECT DELAY.** Midwest is not responsible for any delay caused by acts of God, acts of third parties, weather conditions not reasonable foreseeable, intervention of public authorities, inability without the fault of Midwest to obtain permits necessary to perform services under this Agreement, work stoppages, changes in applicable federal, state or local regulations after the date of this Agreement, failure of Client to provide access to information requested by Midwest to perform its services under this Agreement, or any other condition or event which is beyond the reasonable control of Midwest. In the event of any such delay, Midwest shall be entitled to a reasonable additional time to perform the services described in the Proposal. Midwest shall be entitled to be compensated for its additional time to perform the services described in the Proposal. Midwest shall be entitled to be compensated for its additional fees and cost caused by such delay. If Midwest is unable to begin performing the services described in the Proposal, through no fault of its own, within 14 days of the anticipated commencement date, then Midwest shall have the option at its sole discretion to: (i) extend the commencement date and completion date by a length of time equal to the delay; or (ii) extend the commencement and completion dates mutually acceptable to Midwest and Client; or (iii) amend the time required for performance and/or the amount due under this Agreement through changes to this Agreement mutually agreed to by Midwest and Client; or (iv) terminate this Agreement. If Midwest fails through its fault to commence performing the services described in the Proposal within 14 days of the anticipated commencement date, then Client shall have the option to: (i) extend the commencement and completion dates to dates mutually acceptable to Midwest and Client; or (ii) terminate this Agreement.
9. **PROJECT CHANGES.** Client may at any time prior to the completion of the services under this Agreement request modification in such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by Midwest. Client shall be responsible for any additional fees or costs of Midwest resulting from such changes. If such changes cause an increase in the time for performance or services under this Agreement, an oral order for changes from Client to Midwest (including directions or instructions given in person or telephone) shall constitute a valid change order under this Agreement, provided that Midwest gives Client written notice within ten (10) days of such oral stating that Midwest regards the oral order as a change order and the Midwest agrees to the change.

10. **INSURANCE.** Upon request, Midwest shall furnish copies of insurance certificates showing that Midwest maintains the following insurance coverages:

Worker's Compensation .....	Statutory
Employer's Liability .....	\$100,000 each occurrence, \$500,000 aggregate
General Liability .....	\$1,000,000 each occurrence
Automotive Liability .....	\$1,000,000 each occurrence
Professional Liability .....	\$1,000,000

11. **LIABILITY FOR WASTE MATERIALS.** Midwest is not, and has no authority to act as, a generator, treator, storer, transporter, disposer, or owner or operator of any hazardous substances or wastes, pollutants, contaminants, or manufacturing operations or processes located, found or identified at the site of the services described in the Proposal. Any hazardous or solid waste identified, discovered or encountered by Midwest at the site shall remain the responsibility of the Client, and shall at no time become property of Midwest. Any arrangements for the treatment, storage, transport, or disposal of any hazardous or solid waste, which may be made by Midwest, shall be at the specific direction of the Client and shall be made solely on the Client's behalf and for the Client's

benefit. Client shall indemnify and hold harmless Midwest from any and all claims, damages, suits, losses and expense (including attorney's fees and other costs for defense) in any way arising from such arrangements.

12. **INDEMNIFICATION.** Midwest agrees to indemnify and hold harmless Client, its directors, officers, employees and agents, and against any and all claims, demands, causes of action, liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of Midwest, its employees, or agents in the performance of services under this Agreement; provided, however, Midwest will not be obligated to indemnify Client against liability arising as a result of Client's or its directors', officers', employees', agent's or contractors' or subcontractors' negligence or intentional misconduct.

Client agrees to indemnify and hold harmless Midwest, its directors, officers, stockholders, employees, agents and subcontractors from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) which arise out of or results from: (i) any release or threatened release of hazardous or solid wastes, substances, pollutants, contaminants or gas, liquid or solid materials or any failure to detect or evaluate the existence or release of such materials; (ii) any holding or claim that Midwest or any of its subcontractors is a "generator" or "transport" of hazardous wastes or an "operator" of the site, as such terms are used or defined under state or federal law; or (iii) any negligent act omission of Client, its employees' agents, other consultants or contractors or any third party or entity, or any willful misconduct of such persons.

13. **LIMITATION OF LIABILITY.** Except for (i) claims covered under policies of insurance and policy limits stated in the Agreement and (ii) circumstances caused by the willful misconduct of Midwest, any and all liability for claims or damages by Client against Midwest, whether based upon contract, tort, strict liability, breach of warranty, professional negligence, or otherwise, shall be limited to the lesser of (iii) Client's cost to repair damage caused by the acts or omissions of Midwest or (ii) \$100,000.00.

In no event shall Midwest shall be responsible for any special, indirect, incidental or consequential damages (including loss of profit) incurred by Client as a results of Midwest's performance or nonperformance or services under this Agreement. All claims in connection with services performed under this Agreement shall be deemed waived unless made in writing and received.

14. **STORAGE AND SAMPLES.** Samples may, at Midwest's sole discretion, be (i) discarded by Midwest thirty (30) days after submission of a report regarding such samples; or (ii) be returned to Client for final disposition by Client; or (iii) be disposed of by Midwest at Client's direction in accordance with all applicable laws and regulations. All disposal of samples shall be at Client's cost. Midwest may make reasonable storage charges for samples and other materials held by Midwest at Client's direction in excess of thirty (30) days.

15. **TERMINATION.** In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement upon fourteen (14) days written notice to the defaulting party.

This Agreement may be terminated without default if Midwest in its sole discretion determines that continuation of work would create an unnecessary or unreasonable safety or health risk to its employees or others, or that subsurface conditions, contamination or other conditions differ significantly from conditions, events or contaminants which were reasonably foreseeable as of the date of this Agreement. In the event of such termination neither party shall have any further liability to the other party with respect to this Agreement except with respect to fees and costs owed by the Client to Midwest.

Client shall have the right to suspend work under this Agreement by written notice to Midwest. In the event of such suspension, Midwest shall have the right at any time during such suspension to terminate this Agreement by giving written notice of termination to Client.

In the event of termination for any reason, Midwest shall be entitled to payment for all costs and service performed up to and including the date of termination. Notwithstanding any other provision of this Agreement or any provision or quote in the Proposal, in the event that this Agreement calls for payment on a single price basis, payment to Midwest upon termination shall be based instead upon Midwest's Standard Rate Schedule in effect at the time of such termination.

16. **SUBPOENAS.** The Client shall pay after notification by Midwest all time charge and expenses resulting from Midwest's requires response to subpoenas issued by any person or entity in connection with Midwest's provisions of services under this Agreement, charges to be based upon Midwest's Standard Base Rate Schedule in effect at the time the subpoena is served.
17. **INDEPENDENT CONTRACTORS.** Midwest shall be considered to be an independent contractor and not an employee, agent, representative or joint venturer of Client. Midwest shall determine the time, manner, means and method of providing services under this Agreement and shall furnish all labor, tools and equipment necessary to perform such services; provided, however, that Midwest shall not be responsible for the negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by Client or Client's specifications. Midwest shall solely be responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
18. **CLIENT REPRESENTATIVE.** Client shall designate in writing a person to act as Client's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority on behalf of Client to transmit instructions, receive information, and interpret and define Client's policies and decisions to and from Midwest with respect to this Agreement.
19. **SAFETY.** Midwest will perform work only under safe conditions. Client will be responsible for all costs incurred by Midwest for safety or security measures required by hazardous job conditions. Midwest has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.

Midwest Environmental Consulting Services, Inc.  
2551 North Bridge Street  
Yorkville, IL 60560  
(630) 553-3989 FAX (630) 553-3990

20. **ASSIGNED AND SUBLETTING.** This Agreement is binding on heirs, successors, and assigns of the parties. This Agreement may not be assigned by Client to any third party without express written consent of Midwest. Midwest shall have the right to transfer, assign, or sublet, all or any portion of its rights obligations hereunder upon thirty (30) days written notice to the Client.
21. **NOTICE OF LIEN RIGHTS.** AS REQUIRED BY LAW, MIDWEST HEREBY NOTIFIED CLIENT THAT PERSONS, COMPANIES, OR CONSULTANTS FURNISHING LABOR, MATERIALS, OR PROFESSIONAL SERVICES INVOLVING CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON THE CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO MIDWEST ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FURNISH LABOR MATERIALS OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION. ACCORDINGLY CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR MATERIAL OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. MIDWEST AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS WHO SEPARATELY CONTRACT WITH MIDWEST ARE DULY PAID.
22. **PRECEDENCE.** The terms and conditions of this Agreement shall take precedence over any inconsistent or contradictory provision contained in any Client-issued purchase order, requisition, notice to proceed or similar document regarding Midwest's services. The terms and conditions of the Proposal shall take precedence over any inconsistent or contradictory provisions of the Agreement and any client-issued document.
23. **ENTIRE AGREEMENT.** The terms and conditions set forth herein constitute the entire Agreement of the parties relating to provision of services by Midwest to Client. All previous proposals (except that Proposal identified in the paragraph above entitled "Service"), offers and other communication relative to the provision by services of Midwest, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein.
24. **SEVERABILITY.** In any of the terms and conditions of the Agreement shall be finally determined to be invalid or unenforceable, in whole or part, the remaining provisions of the Agreement shall remain in full force and effect and binding upon the parties.
25. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibilities or liability between Client and Midwest shall survive the completion of services under this Agreement and the termination of this Agreement.
26. **GOVERING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.
27. **COSTS AND FEES.** In the event that is becomes necessary to enforce any of the obligations or terms of this Agreement or in any litigation, negation or transaction, in which one party shall, without fault of the other party, become involved through or on account of this Agreement, then the non-prevailing party shall pay, upon demand, the prevailing parties costs, charges and expenses, including reasonable attorney's fees, court costs and expenses, as well as reasonable fees of any agents or others retained by the prevailing party.
28. **EFFECTIVE DATE.** This Agreement shall take effect upon acceptance and execution by both parties.

IN WITNESS WHEREOF, the parties hereto, acting through duly authorized persons have executed this Agreement as of the date and year set forth above.

Midwest Environmental  
Consulting Services, Inc.

Client:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



# Interoffice Memo

---

**Date:** April 30, 2021

**To:** Committee of the Whole

**From:** Village Manager, David Niemeyer

**cc:** Pat Carr, Assistant Village Manager  
Patrick Connelly, Village Attorney  
Paul O'Grady, Village Attorney

**Subject:** Labor Advisory Board

The Village President is proposing to create a Labor and Development Advisory Commission, created for the purpose of structuring sound labor policies for public works construction and commercial development that protect local workers, contractors, and taxpayers, while supporting fair contracting in the Village of Tinley Park. The Commission will make its findings and recommendations to the President and Board of Trustees, as well as other governmental agencies, upon direction of the Corporate Authorities.

---

---

**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

---

---

**ORDINANCE  
NO. 2021-O-021**

---

---

**AN ORDINANCE AMENDING TITLE III CHAPTER 32 ESTABLISHING  
AN ADVISORY COMMISSION ON LABOR AND DEVELOPMENT**

---

---

**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEN M. SULLIVAN  
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. 2021-O-021**

**AN ORDINANCE AMENDING TITLE III CHAPTER 32 ESTABLISHING  
AN ADVISORY COMMISSION ON LABOR AND DEVELOPMENT**

**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”) desires to establish commission to structure sound labor policies for public works construction and commercial development that protects local workers, contractors, and taxpayers, while supporting fair contracting in the Village; and

**WHEREAS**, the Corporate Authorities of the Village have determined to establish an Advisory Commission on Labor and Development (the “Commission”), which shall provide advice and recommendations to the Mayor and Board of Trustees on an as-needed basis; and

**WHEREAS**, the Commission shall be comprised of five members, who shall be appointed by the President with the advice and consent of the Board of Trustees; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to establish the Advisory Commission on Labor and Development; 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 Title III Chapter 32 of the Village of Tinley Park Municipal Code entitled “DEPARTMENTS, BOARDS, AND COMMISSIONS” is hereby amended by adding the following underlined language as follows:

**ADVISORY COMMISSION ON LABOR AND DEVELOPMENT**

**§32.401**      **PURPOSE AND ESTABLISHMENT.**

There is hereby established a commission that shall be known as the Advisory Commission on Labor and Development, created for the purpose of structuring sound labor policies for public works



construction and commercial development that protect local workers, contractors, and taxpayers, while supporting fair contracting in the Village of Tinley Park. The Commission will make its findings and recommendations to the President and Board of Trustees, as well as other governmental agencies, upon direction of the Corporate Authorities.

§32.402            POWERS AND DUTIES.

The Commission shall, from time to time, either by itself or in cooperation with other governmental entities or private concerns, provide advice and recommendations to be considered by the President and Board of Trustees. Such advice and recommendations shall aim to incentivize responsible local development while protecting the interests of local workers, contractors, and taxpayers.

§32.403            MEMBERSHIP AND TERMS.

The Commission shall be comprised of nine (9) members, all of whom shall be appointed by the Village President with the advice and consent of the Board of Trustees. Each member shall be a representative from a building trades union recognized by the Illinois AFL-CIO. The Chairman and Vice-Chairman of the Commission shall be designated by the President with the advice and consent of the Board of Trustees.

§32.404            VACANCIES.

If a vacancy occurs in the Commission, it shall be filled by the President with the advice and consent of the Board of Trustees for the unexpired term of the Commission seat vacated.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**SECTION 4:** 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 4<sup>th</sup> day of May, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS 4<sup>th</sup> day of May, 2021.

---

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. 2021-O-021, “AN ORDINANCE AMENDING TITLE III CHAPTER 32 ESTABLISHING AN ADVISORY COMMISSION ON LABOR AND DEVELOPMENT,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 4, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4<sup>th</sup> day of May, 2021.

---

KRISTIN A. THIRION, VILLAGE CLERK



# Interoffice Memo

---

**Date:** April 30, 2021

**To:** Committee of the Whole

**From:** Village Manager, David Niemeyer *DN*

**cc:** Pat Carr, Assistant Village Manager  
Matthew Walsh, Police Chief  
Paul O'Grady, Village Attorney

**Subject:** Administrative Hearing Officer appointment

Attached is a proposal from Klein, Thorpe and Jenkins (KTJ), to be our Administrative Hearing Officer. KTJ is our former Village Attorney. They would replace our current hearing officer, Montana and Welch, who have been the hearing officer since 2017. Their rates would be \$195 per hour for partners (same as Montana and Welch) and \$85 per hour for paralegals (Montana and Welch charged \$95 per hour). This appointment would be effective June 1, 2021.

The Committee of the Whole should make a motion appointing Klein, Thorpe and Jenkins as Administrative Hearing Officer for the Village.

**K T J****KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law**20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 644415010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506

April 23, 2021

**VIA EMAIL ONLY**Michael Glotz  
Village President-Elect  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477  
[mglotz@tinleypark.org](mailto:mglotz@tinleypark.org)**RE: KLEIN, THORPE & JENKINS, LTD. PROPOSAL TO PROVIDE LEGAL SERVICES TO THE VILLAGE OF TINLEY PARK**

Dear President-Elect Glotz:

I appreciate the opportunity to submit our firm resume and materials highlighting my experience and qualifications to provide legal services to the Village of Tinley Park (the "Village") as the Village administrative hearing officer. I am particularly excited about this opportunity as a lifelong Tinley Park resident who has chosen the Village as the place to raise and educate my children.

Currently, I am a partner and equity shareholder at Klein, Thorpe & Jenkins, Ltd. with over fifteen (15) years of experience representing municipalities as general and special counsel in nearly every facet of municipal law. In addition to the general representation of municipalities, a significant part of my practice includes working on economic development and tax increment financing matters, code enforcement and administrative adjudication matters, land use and zoning law, environmental law, public sector labor and employment law, liquor licensing matters and litigation. In short, I am qualified to handle any of the Village's legal needs.

Klein, Thorpe & Jenkins, Ltd. has provided high-quality, cost-effective legal representation to local governments throughout the Chicago metropolitan area and downstate Illinois since 1935. Our firm currently employs thirty-one (31) attorneys, two (2) paralegals, three (3) law clerks and sixteen (16) staff members. We have offices located in downtown Chicago, Orland Park, Lincolnshire and Streator, Illinois. Our attorneys are highly skilled and knowledgeable in all facets of local government law, including the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), the Constitution of the State of Illinois and all other laws that impact municipalities. The depth of our experience representing municipalities is unmatched. Because we are a full-service law firm we have extensive experience in every aspect of local government representation and do not have to refer any matters to other law firms unless a conflict arises. Further, with a comprehensive understanding of municipal operations, our firm prides itself on delivering precise and responsive advice, with prompt turnaround on all matters, especially time sensitive matters.

## I. ORGANIZATION, STRUCTURE, EXPERIENCE AND AREAS OF PRACTICE

- A. **Location:** The firm has offices located in downtown Chicago, IL at 20 N. Wacker Drive, Suite 1660, 60606, in Orland Park, IL at 15010 S. Ravinia Ave., Suite 10, 60462, in Lincolnshire, IL at 250 Parkway Dr., and in Streator, IL at 7 Northpoint Drive.
- B. **Full Service:** Klein, Thorpe & Jenkins, Ltd. as a leader in local government law, is qualified to perform all of the duties that the Village may require. We are unsurpassed in our depth of experience and length of time in representing local governments. Our attorneys possess all of the skills and expertise to complete all required services.

When necessary, we assign an experienced “team” of attorneys to each of our municipal clients to ensure that all legal services are delivered in a timely, cost-effective manner.

A major strength of our firm comes from our history of dedication to local government law and the delivery of high quality legal services to units of local government in a cost efficient manner. From experience, we understand that the primary purpose of local government is the collaboration with, and service to, its residents, its property owners, its business community, other local governments and other community-based organizations. At Klein, Thorpe & Jenkins, Ltd., our goal is to assist in this purpose by providing the Village Board and Village staff with sufficient information necessary to make legally sound decisions. We practice proactive law, providing comprehensive, prudent legal assessments and counseling, before hearings are conducted and decisions are made, which serves to eliminate conflicts and potential liabilities before they arise. We work to help you achieve solutions to your problems, and not just provide answers to legal questions.

Our firm prides itself on quick turn-around time. Our experience in municipal law and extensive resources, created in working for multiple government entities for many years, make it likely that we have previously dealt with many of the issues facing the Village. Thus, the Village will benefit from our experience and save both time and legal fees due to the efficiency and expertise that we will provide. Of course, certain issues, due to their complexity, may take more time to resolve.

Another strength of our firm comes from our comprehensive set of resource and training materials, policies, opinions, forms and research files that we maintain on virtually all areas of local government law. This allows us to deliver periodic training sessions to Village officials and Village staff (e.g., training for newly elected and appointed officials specific to the client’s policies, procedures and codes) and to respond to our local government clients’ needs with speed and cost efficiency without having to “reinvent the wheel” each time we receive an inquiry. We do not bill for the added value of past services. Our clients receive benefits from each other whenever possible. For example, when working on an issue for two or more local government clients, we directly bill each for the work, but split the costs between those local government clients. We remain current on legal developments and keep our clients informed, through regular electronic bulletins, updates on our website and with specialized alerts, of relevant and significant legal developments.

We strongly believe in minimizing litigation by advanced strategic planning, updating codes and policies to conform to new laws and regulations, and preparation and education of our clients on legal standards, criteria and duties that apply to their

procedures and decision-making to create an environment of sound practices and decision-making. Nevertheless, when lawsuits or controversies cannot be avoided, we offer strategic litigation planning as well as firm litigators, if needed, who are aggressive advocates for our clients. Our firm prides itself on its exemplary record of success in representing local government entities, their officials and employees in litigation in all types of legal actions and forums.

Our firm has provided every conceivable local government service to our clients throughout the years and we offer a wide range of expertise in all local government matters. We have attorneys who concentrate in all areas of the law that may affect local governments. We are well versed in economic development (including drafting of well over three hundred (300) annexation and development agreements, and preparing various types of developer incentive agreements). We have repeatedly addressed budget, tax levy, local government bonding, and other local government finance issues, including tax increment financing. We have handled bond deals of all sizes for local government clients. As an example, we provided local counsel opinions, on behalf of the Village of Wheeling for a \$23 million revenue bond issue to construct the Westin Hotel, and a \$40 million plus G.O. bond issue to construct a new Village Hall, Public Works Building, Fire Station and Police Station; and, on behalf of the Village of Western Springs, a \$55 million special assessment bond issuance to assist with the funding of public infrastructure and public land acquisition for a 338 unit residential subdivision. For major construction projects we routinely review bid specifications, provide legal advice on the bidding process and prepare the construction contracts necessary for project completion.

We have also established systems of administrative adjudication of local ordinance violations for many of our clients and have extensive experience successfully prosecuting these matters from the administrative adjudication phase through the trial and appellate court process.

Our firm also has extensive experience with the impacts of Federal legislation (including the ADA, civil rights laws, FLSA, FMLA, and RLUIPA), State statutes (including the Open Meetings Act, the Freedom of Information Act, the State Officials and Employees Ethics Act and State labor laws), labor and employment matters, and the rules and regulations of Federal and State regulatory agencies (including the EEOC, Illinois Department of Human Rights, and the ILRB). We are innovative in our approach to local government problems, including having established the first special service area and the first statutory business district in Illinois.

Our attorneys also regularly engage in professional development activities in our field by maintaining collaborative working relationships with associations like the Illinois Municipal League, the Lake County Municipal League, the Illinois State Bar Association-Local Government Committee, the Northwest Municipal Conference, the Illinois Local Government Lawyers Association and the International Municipal Lawyers Association.

***C. Detailed Resume of Jason A. Guisinger:***

Jason A. Guisinger is a graduate of Providence Catholic High School and graduated from the University of Illinois, Champaign-Urbana with a Bachelor of Arts Degree in Political Science. He was recognized for academic excellence in Political Science by graduating with high honors. He received his J.D. degree from the Michigan State University College of Law with

honors. Mr. Guisinger is a member of the Illinois Municipal League Home Rule Attorneys Committee. He has been admitted to the bars of the State of Illinois, the United States District Court for the Northern District and the Seventh Circuit Court of Appeals. He has been designated an Illinois Leading Lawyer in 2015 through 2020 in the areas of “Governmental, Municipal, Lobbying and Administrative Law” and “Election, Political and Campaign Law.”

Mr. Guisinger’s practice is concentrated on counseling local government entities and special districts, in the areas of local government law including: economic development matters (including annexations, tax increment financing districts, special service areas, and economic development incentives), liquor licensing matters, labor and employment law, including pension and collective bargaining matters; municipal finance, Open Meetings Act, Freedom of Information Act, Local Records Act and State Officials and Employees Ethics Act compliance matters, meeting procedure matters and planning and zoning matters; and representation of governmental clients in civil litigation in both bench and jury trials in the state and federal court systems and before various other administrative bodies.

Mr. Guisinger currently serves as the Village Attorney for the Village of Lombard and the Village of Clarendon Hills. He is also principal special counsel to the City of Aurora, providing economic development and general counsel services to the City Legal Department. He is also one of the principal attorneys for the City of Oak Forest. He also represents the Village of Lombard Plan Commission and the City of Oak Forest Planning and Zoning Commission. Mr. Guisinger also serves as special labor and employment counsel to the Village of Mount Prospect, Village of Orland Park, the Village of Schaumburg, the City of Markham, the City of Mendota and the City of Streator. He also represents the Lombard Board of Fire and Police Commissioners, the Hinsdale Board of Fire and Police Commissioners and the East Dundee Board of Fire and Police Commissioners.

#### PUBLICATIONS AND ARTICLES

Mr. Guisinger is the author or co-author of the following publications and articles:

- “Zoning Controls – Regulating Land Use” published by the Illinois Institute of Continuing Legal Education (2017)
- “Building Regulations” published by the Illinois Institute of Continuing Legal Education (2017)
- “Contracts and Intergovernmental Cooperation” published by the Illinois Institute of Continuing Legislation (2017)
- “Tort Liability of School Districts” published by the Illinois Institute of Continuing Education (2016)
- “Navigating the Labyrinth: Work Related Injuries, and the Workers’ Compensation Act, FMLA and ADA (2017)
- Illinois Municipal League Manual on Sunshine Laws (OMA & FOIA)
- Illinois Municipal League Manual on Police and Fire Disciplinary Matters
- Illinois Municipal League Manual on Conflict of Interests and Liability of Illinois Elected Officials
- Illinois Municipal League Manual on Liquor Licensing and Regulation

## **PRESENTATIONS**

Mr. Guisinger has spoken on a variety of municipal law topics at seminars conducted by the Illinois Municipal League (Annual Conferences and Area Workshops), Illinois Institute for Local Government Lawyers Association, Illinois Institute for Continuing Legal Education (“IICLE”) – Local Government Law Institute, the League of Women Voters and Lorman Education Services, to name a few. Mr. Guisinger has presented on the following topics over the past several years on behalf of the organizations mentioned:

- Collective Bargaining
- Police Body Cameras
- Sexual Harassment
- Election Law
- Tort Immunity
- Sunshine Laws (Open Meetings and Freedom of Information Acts)
- Police and Fire Disciplinary Matters
- Arbitration in Police and Fire Disciplinary Matters
- Zoning and Land Use
- Bidding Law for Local Governmental Entities
- Conflicts of Interest and Liability of Elected Officials
- TIF Districts and Redevelopment Agreements
- Regulatory Taking Matters
- Municipal Finance
- Special Service Areas

### **D. Klein, Thorpe & Jenkins Ltd. Experience and Expertise:**

As indicated above, our attorneys are skilled and experienced in all facets of local government functions and operations requiring legal support. Our depth of experience in local government service even extends beyond municipal law as we serve other governmental entities, such as school districts, library districts, local libraries, park districts, sanitary districts and fire protection districts. Our services to and experience with those other governmental entities includes numerous areas of practice that are similar to and consistent with our services provided to municipalities. Further, we have a comprehensive, first-hand understanding of the relationships between and authority of all local governmental entities. Our comprehensive knowledge of municipal operations results in our ability to provide prompt, focused and responsive advice. Our resources and skills are focused on and dedicated to Illinois local government, serving the needs of municipalities and other local governmental entities. We have a robust practice group able to meet the needs of our local government clients. We also recognize the budgetary realities and constraints of local government operations. We are not a separate, smaller municipal department in a larger law firm that engages in multiple private practice areas unrelated to local government. We are an Illinois firm and are not required to devote time or energy on matters outside of Illinois. Our energies and skills are focused on Illinois local government.

We are leaders in this field of practice and regularly engage in professional development activities. The following manuals were authored by our firm and published by the Illinois Municipal League and sold to its members:

*The Sunshine Laws: Open Meetings & Freedom of Information Acts*



*Manual on Financing Municipal Improvements*

*Manual on Conflict of Interests and Liability of Illinois Elected Officials*

*Manual on Police and Fire Disciplinary Matters*

*Manual on Liquor Licensing and Regulation*

*Manual on Home Rule vs. Non-Home Rule*

*Financing Municipal Improvements*

**E. Recent Municipal Litigation Experience:**

We appear on behalf of our local government clients in State court, Federal court and before administrative bodies almost every workday.

Our significant litigation results include the following:

*Michael Law v. Board of Trustees of the River Forest Firefighters' Pension Fund*, Illinois Appellate Court, First District (denial of firefighters' disability pension claim upheld on appeal)

*Nora Connolly v. Village of Orland Park*, Circuit Court of Cook County, 2016 (bench trial judgment for defense in unjust enrichment case)

*McGreal v. Village of Orland Park, et al.*, United States Court of Appeals, Seventh Circuit, 2016 (dismissal of First Amendment retaliation claims of discharged police officer upheld on appeal with a published opinion setting favorable municipal precedence)

*Hanlon v. Village of Clarendon Hills*, Illinois Appellate Court, Second District, 2016 (bench trial judgment for municipality in zoning challenge upheld on appeal)

*Wilczak v. Village of Lombard*, Illinois Appellate Court, Second District, 2016 (denial of PSEBA benefits upheld on appeal with a published opinion setting favorable municipal precedent)

*1001 Ogden Avenue Partners, et al. v. Henry, et al.*, Illinois Appellate Court, Second District, 2016 (dismissal of tax rate objection upheld on appeal with a published opinion setting favorable governmental precedence)

*Will County v. Illinois Pollution Control Board, et al. and Waste Management of Illinois, Inc. v. Illinois Pollution Control Board, et al.*, Illinois Appellate Court, Third District, 2016 (favorable ruling on a local pollution control facility siting application on appeal)

*Klein v. Village of Mettawa*, United States District Court for the Northern District of Illinois, 2014 (dismissal of class action complaint regarding municipal property tax abatement with a published opinion setting favorable municipal precedence)

*Macchione v. City of Aurora, et al.*, Circuit Court of Kane County, 2014 (dismissal with prejudice of claim for personal injury based on intervening criminal act of a third party)

*Kwilas, et al. v. Village of Oak Park, et al.*, Circuit Court of Cook County, 2013 (dismissal with prejudice on motion to dismiss negligence claims)

*C.L. and M.L. v. Village of Riverside*, United States District Court for the Northern District of Illinois, 2013 (dismissal with prejudice on motion to dismiss privacy claims with a published opinion setting favorable municipal precedence)

*Kelly v. Barnes, et al.*, Circuit Court of Cook County, 2012 (dismissal of municipal official with prejudice on motion to dismiss defamation claims)

*Bradley v. Village of Orland Park, et al.*, Circuit Court of Cook County, 2012 (dismissal with prejudice on motion to dismiss negligence and failure to protect claims)

*Village of Northfield v. BP America, Inc.*, 2010 WL 2977598 (1st Dist. July 27, 2010) (successfully defended the appeal of the Village of Northfield's authority as a non-home rule municipality to regulate the nuisance caused by an abandoned gasoline service station, and holding that the Village had broad authority for regulation of nuisances)

*Spencer v. Village of Wheeling*, Northern District of Illinois 2007. (Federal Jury trial with verdict of not guilty in favor of three Wheeling police officers and Village in Section 1983 Civil Rights excessive force matter)

*Stehlik v. Village of Orland Park*, 359 Ill. Dec. 107 (1st Dist. 2012). (Jury trial directed verdict reached in favor of Orland Park police officer and Village in automobile accident case; Appellate Court upheld on Tort Immunity grounds)

*Hartz Construction v. Village of Western Springs*, 391 Ill. App. 3d 75 (1st Dist. 2009) (landmark case upholding wide municipal discretion in entering into and enforcing terms of recapture agreements)

*I.A. Rana Enterprises, Inc. v. City of Aurora*, 630 F.Supp.2d 912 (N.D. Ill. 2009) (successfully defended City and elected officials against First Amendment claims brought by a business alleging viewpoint discrimination and retaliation for comments at public meeting)

*Karabetsos v. Village of Lombard*, 386 Ill. App. 3d 1020 (2d Dist. 2008) (finding that a Fourteenth Amendment claim must involve an actual constitutionally protected interest, not a mere tort)

*Village of Western Springs v. First United Methodist Church*, 211 Ill.2d 617 (1st Dist. 2004) (place of worship required to comply with fire, building and zoning codes in order to operate a homeless shelter)

*Chavada v. Wolak*, 188 Ill. 2d 394 (Ill. S.Ct. 1999) (successfully argued before the Illinois Supreme Court to uphold the constitutionality of Illinois vacation statute)

*Ryan v. Board of Fire and Police Commissioners of Oak Lawn*, 176 Ill. 2d 592 (Ill. S.Ct. 1998) (upholding right of Village to refuse to rescind a voluntary resignation by a police officer)

*Launius v. Bd. of Police & Fire Commissioners of Des Plaines*, 151 Ill. 2d 419 (1992) (nationally publicized police officer dismissal case)

*Urban v. Village of Lincolnshire*, 272 Ill. App. 3d 1087 (1<sup>st</sup> Dist. 1995) (Summary judgment upheld by Appellate Court on Tort Immunity grounds in facts involving a fatality occurring in the context of a police pursuit)

**F. Current General Counsel Municipal Clients:**

We represent numerous Illinois municipalities as their general counsel, and many additional municipalities as special counsel on specific projects or litigation work. As general counsel, we provide comprehensive legal services to those municipalities we serve, in all areas of their operations. We set forth below a list of the municipalities where we currently serve as general counsel:

Village of Beach Park	Village of Lake Zurich	Village of Peotone
Village of Berkeley	Village of Lombard	Village of River Forest
Village of Carol Stream	Village of Maywood	Village of Riverside
Village of Cary	Village of Mettawa	Village of Schaumburg
Village of Clarendon Hills	Village of Mount Prospect	City of Streator
Village of East Dundee	Village of Northfield	Village Vernon Hills
Village of Fox River Grove	City of Oak Forest	Village of Western Springs
City of Highwood	Village of Orland Park	Village of Wheeling
Village of Hinsdale	Village of Palos Park	

In addition to these general counsel clients, we represent hundreds of other municipalities and units of local government as special counsel, including the City of Chicago, the City of Aurora, the Village of Nilens, and the Village of Oak Park, just to name a few.

**G. Rates:**

The rates that we propose for this engagement are \$195 an hour for partners, \$175 an hour for associates, and \$85 an hour for paralegals.

I would be honored to be selected by the Village to serve as its administrative hearing officer. If you have any questions that are not answered in this letter, please do not hesitate to contact me by email at [jaguisinger@ktjlaw.com](mailto:jaguisinger@ktjlaw.com) or by office phone at (312) 984-6462.

Respectfully,

KLEIN, THORPE & JENKINS, LTD.



Jason A. Guisinger



# Interoffice Memo

---

**Date:** April 30, 2021

**To:** Committee of the Whole

**From:** Village Manager, David Niemeyer *DN*

**cc:** Pat Carr, Assistant Village Manager  
Paul O'Grady, Village Attorney

**Subject:** Special Counsel appointment

The Village President will be appointing Del Galdo Law Group as Special Counsel for the Village. Their scope of work will include, but will not be limited to, planning, zoning, land acquisition and litigation. The rate of pay will be \$195 per hour for partners, \$175 per hour for Associate and \$95 per hour for Paralegals.

The Committee of the Whole should make a motion appointing Del Galdo Law Group as special Counsel to the Village.



April 22, 2021

Honorable Michael W. Glotz  
Mayor  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

**RE: Legal Representation/Fee Agreement**

Dear Mayor Glotz:

First and foremost, thank you for choosing Del Galdo Law Group, LLC (hereinafter or otherwise the “Firm”) to represent the Village of Tinley Park (the “Village”) as special counsel to the Village on special projects, planning, zoning, and litigation matters. This letter, together with the attached Standard Terms of Engagement for Legal Services, constitutes the entire terms of our engagement. We would like to thank you for the opportunity to represent the Village and look forward to our future working relationship.

As Special Counsel, the Firm shall render such advice and perform such legal services as directed by the Village Manager, Village Attorney, Mayor and/or Board of Trustees.

**Fees and Expenses.** Our fees are determined based on time spent providing services to the Village by our staff. The rate shall be \$195 per hour for work performed on this engagement by our Partners and Senior Counsel, \$175 per hour for work performed on this engagement by our Associates, and \$85 per hour for work performed by our paralegals/legal assistants. Our fees are billed in .25 of an hour increments on a monthly basis as set forth herein. All of our time is fully itemized and documented in billing statements that will be mailed monthly to the Village at the above address. Each monthly bill for services includes the initials of the individual who performed the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment. Any expenses, disbursements and other charges incurred on the Village’s behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. With respect to any third-party charges, the Firm may recommend expert witnesses; however, the Village will have final approval authority in regard to any third-party contractors the Firm may hire to work on this matter. In all respects, the Firm’s invoicing will be in accordance with the Standards.

On a monthly basis, the Firm shall submit an invoice to the Village for all services rendered by the Firm in connection with our representation of the Village (the “Invoice”). In addition to our services, the Invoice may include a request for reimbursement of costs, expenses and out-of-pocket advances incurred by the Firm in representing the Village. Examples of such costs and expenses include filing fees, certified mailings, overnight delivery fees, copying costs, court reporter fees, trial exhibit costs and other such expenses that may be reasonably incurred in the course of representing the Village. Furthermore, the Village will be directly responsible for payment of all costs to all third-party contractors including, but not limited to, expert witnesses. The Firm may suggest some third-party contractors to utilize, but the Village will have final approval authority with regard to any third-party contractors that are hired to aid in our defense of any matters assigned.

The Firm’s statements for services rendered and out-of-pocket costs incurred (the “Invoice”) will be prepared and mailed to the address listed above during the month following the month in which services are rendered and costs advanced. We will make every effort to include the Firm’s out-of-pocket disbursements in the next monthly statement. However, some disbursements are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred. The Firm anticipates making advances to cover out-of-pocket costs incurred but reserves the right to forward the Village any third party invoice with the request that such items be paid directly to the service providers.

The Village agrees to remit payment on the Invoices submitted by the Firm in a commercially reasonable time period, but in no event later than thirty (30) days after the Village’s receipt of such Invoice.

While I will have primary responsibility for the Village’s matters, I will assign others in our Firm to assist me in representing the Village. I will assign other attorneys or legal assistants as appears appropriate to optimize the effectiveness and economy of our services.

I will keep the Mayor, General Counsel and Board of Trustees reasonably informed on the status of the City’s legal matters and will promptly comply with a request for information.

**Future Engagements.** You further understand and acknowledge that the Firm acts as general and special counsel to a variety of Illinois municipalities and units of government. To the extent that the Village seeks in the future to retain the Firm beyond the scope of this engagement letter, a separate and distinct engagement letter will be required. The Firm will conduct a conflicts of interest check and will thereafter notify the Village in writing of a potential conflicts of interest and either decline representation or seek a waiver of potential conflict of interest, whichever is required under the Illinois Rules of Professional Conduct (“Rules”).

**Terms of Engagement.** This Agreement and the retention of the Firm is on an at-will basis. If, upon termination, the Village wishes to have any documents delivered to it, please advise us in writing. Otherwise, all such documents will be transferred to the person or entity responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us as permitted by law, absent any contrary written instructions from the Village.

If the foregoing fee arrangement meets with your approval, please sign and date below and return this letter to the Firm at your earliest convenience. Should you have any questions, however, please do not hesitate to contact us. We look forward to working with the Village of Tinley Park and thank you again for choosing Del Galdo Law Group, LLC. to act as Special Counsel.

Very Truly Yours,

DEL GALDO LAW GROUP, LLC

By: Michael T. Del Galdo

The foregoing agreement is accepted

By: \_\_\_\_\_  
Michael W. Glotz, Mayor  
Village of Tinley Park

Date: \_\_\_\_\_, 2021

# **Del Galdo Law Group, LLC**

## **Standard Terms of Engagement For Legal Services**

### **INTRODUCTION**

Del Galdo Law Group, LLC is committed to providing legal services that combine technical accuracy, a timely response, accessibility and innovation, with a clear aim of assisting our clients to achieve their objectives.

This statement sets out the standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless agreed otherwise in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter.

We ask that you read this statement carefully and contact us promptly if you have any questions. We suggest that you keep a copy of this statement in your file with the engagement letter.

### **SCOPE OF OUR WORK**

You should have a clear understanding of the legal services that we will provide. Our legal services will only be those described in the engagement letter; our scope of work will exclude any other work not specifically agreed to in the engagement letter. Any questions that you have shall be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any statements on our part concerning the outcome of your legal matters are statements of our best professional judgment, but are not guarantees of any result. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (*e.g.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Illinois Disciplinary Rules of Professional Conduct.



## **WHO WILL PROVIDE THE LEGAL SERVICES**

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and non-lawyers (e.g., legal assistants) in the firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and non-lawyers who work on your matters.

## **REVIEW FOR CONFLICT OF INTEREST**

To protect both of us and to comply with our professional obligations, we conducted an internal search of our clients files to determine if there is any potential conflicts of interest with present or former clients of our firm that need to be resolved. We will inform you of any potential conflicts, which we may discover prior to commencing work for you, if possible, so that you can evaluate whether engaging our firm, is appropriate. Moreover, we assume that if, during the course of our firm's services, we become aware of potential conflicts of interest that may arise, we will immediately provide you with all necessary information.

## **HOW OUR FEES WILL BE SET**

Generally, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour, and will bill on a quarter of an hour basis.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with or without notice to reflect current levels of legal experience, changes in overhead costs, and other factors. Our hourly rates are listed in the engagement letter.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;

- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the needs for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services, we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

### **ADDITIONAL CHARGES**

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as graphics, couriers, travel expenses, some long distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, media services and practice support, records retrieval, and filing fees. The current basis for these charges is set forth below. Charges for similar services in the Firm's foreign offices may vary from those shown below. The Firm will review this schedule of charges periodically and adjust them to take into account changes in the Firm's costs and other factors.

#### Graphics and Production Services

The Firm charges \$0.10 per page for non-color duplicating, including printing electronic and scanned images, and printing for duplication purposes that is performed within our office. There are special charges for other production services, which are available on request.

### Courier Services

Charges, which may vary based on the service provider used and the service provided, are billed at the Firm's actual cost.

### Computer Aided Legal Research (CALR)

Charges for services are billed at the Firm's actual cost.

### Telephone

The Firm does not charge for local or domestic long distance calls. Other long distance calls, including international long distance calls, audio conferencing services, and calling card calls are charged at the Firm's actual cost for the call or conference.

### Travel-Related Expenses

Airfare, hotel, meals, ground transportation and other travel related costs are billed at the Firm's actual costs.

### All Other Costs

The Firm charges actual disbursements for third-party services such as court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as postage, non-legal staff overtime, file retrieval, media services and practice support, etc. A current schedule of these charges is available on request.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. The client should not expect the Firm to advance such costs.

## **BILLING ARRANGEMENTS AND TERMS**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are due upon receipt of our billing statement.

In the event it is necessary for the Firm to file suit to recover any unpaid fees and costs associated with your matter(s), the Firm shall also be entitled to any attorney's fees and costs incurred as a result of those efforts. Moreover, any suit brought by the Firm or the client relating to the fees charged by this Firm shall be filed in the Circuit Court of Cook County and shall be tried without a jury.

Waiver of Jury Trial. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

### **ADVANCES**

Clients of the Firm are sometimes asked to deposit funds as an advance payment or retainer with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation, unless our engagement letter provides that the advance or retainer is non-refundable, deemed earned when paid, in which case there will not be a refund.

### **HOW CAN YOU HELP US REPRESENT YOU**

Your assistance on the following points will enable us to deliver our service in a more timely manner and reduce the possibility of the need for work: give us clear instruction, if possible in writing; provide information or documentation promptly; inform us if you have any important time limits; inform us if you have changed your address, telephone or facsimile number or email address; make sure we have understood each other correctly, ask if you are not sure about anything; deal promptly with any important questions that arise; keep in regular contact with us; and ask for a progress report if you are worried about anything, or do not hear from us when expected.

### **DISCLAIMER**

Nothing in this Agreement or our statement will be construed as a promise or guarantee about the outcome of any matter. The Firm makes no such promises or guarantees. Our attorneys' comments about the outcome of any matter are expressions of opinion only. You agree that you have relied only on the statements or representations set forth in this Agreement, and not on any other statements or representations.

### **THIRD PARTY CONTRACTORS**

Like many law firms and other organizations, our Firm from time to time uses or deals with third parties in connection with certain areas of our practice or operations. For instance, these third parties may include vendors, consultants, advisors, or other service providers in areas such as litigation support, storage, document management, hardware and software systems, law firm practice management, information technology, accounting and financial matters, and the like. Additionally, the Firm may use temporary lawyers and non-lawyers in certain matters. In performing their services, these parties may have some access to confidential client information, and the Firm accordingly has appropriate confidentiality arrangements with them obligating them to preserve the confidentiality of any such information. Your consent to the Firm allowing non-employee contractors access to such information as described. We take our confidentiality obligations very seriously; do not hesitate to contact us with any questions.

### **COOPERATION**

In order to enable our Firm to effectively represent you, we ask that you as our client agree to disclose fully and accurately all pertinent facts and keep us informed of all documents relating to matters within the scope of our engagement. We necessarily must rely on the accuracy and completeness of the facts and information you as our client and your agents provide to us. You agree to cooperate fully with us and to make your personnel available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. We will attempt to schedule depositions, hearings, and other important events to serve the convenience of those involved, but it is the nature of litigation that these schedules are often not within our control.

We will undertake our professional efforts to achieve a result that is satisfactory to you. However, because the outcome of negotiations or litigation is subject to the vagaries and risks inherent in the litigation process and in the actions of third parties, you understand that we make no promises or guarantees concerning the outcome and cannot do so.

### **CONCLUSION OF SERVICES AND CLIENT & FIRM DOCUMENTS**

When our services conclude, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession. Your file shall be deemed to include only client papers and property itemized in Rule 3-700(d), Rules of Professional Conduct, and, if applicable, Code of Civil Procedure Section 2018. We shall not be obliged to provide you with a copy of any paper or documents previously provided during the course of our representation. The Firm shall have no obligation to provide you with copies of computer programs, the programming techniques employed in connection with the relevant data, the principles governing the structure of the stored data and the operation of the data processing system, the underlying data used to compose materials, the methods used to select, categorize and evaluate materials, any computer outputs, or other electric materials or devices.