

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, April 19, 2022, beginning at 6:00 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. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON APRIL 5, 2022.
4. CONSIDER AUTHORIZING SIKICH LLP TO CONDUCT THE ANNUAL FINANCIAL AUDIT.
5. CONSIDER PROPERTY ACQUISITION AT 6825 AND 6827 171st STREET.
6. CONSIDER REQUEST FOR FIRE ENGINE PURCHASE.
7. CONSIDER ADMINISTRATIVE FEES FOR ARREST PROCESSING AND SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES – POLICE DEPARTMENT.
8. CONSIDER INTERNET AND VOICE BUNDLE (ADIVB) AGREEMENT WITH AT&T.
9. CONSIDER CONTRACT FOR THE 2022 SIDEWALK FLATWORK AND CURB PROGRAM.
10. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
April 5, 2022 – 6:00 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 – At 6:00 p.m. the regular meeting of the Committee of the Whole was called to order.

Item #2 - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: W. Brennan, President Pro Tem
 N. O'Connor, Village Clerk
 W. Brady, Village Trustee
 D. Galante, Village Trustee
 D. Mahoney, Village Trustee
 M. Mueller, Village Trustee
 C. Sullivan, Village Trustee
 M. Glotz, Village President

Members Absent:

Staff Present: P. Carr, Village Manager
 H. Lipman, Assistant Village Manager
 K. Clarke, Community Development Director
 J. Urbanski, Public Works Director
 D. Framke, Marketing Director
 M. Coleman, Building Official
 P. O'Grady, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD MARCH 15, 2022 – Motion was made by Trustee Mueller, seconded by Trustee Brady, to approve the minutes of the Committee of the Whole meeting held on March 15, 2022. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #4 – CONSIDER ADOPTION OF 2021 INTERNATIONAL BUILDING CODES – Michael Coleman, Building Official, presented the Building Code updates which include the 2021 International Residential Code, 2021 International Property Maintenance Code, and the 2017 National Electrical Code. Adoption of the code will provide a detailed code that will align building officials and inspectors to be very specific while enforcing the code while also providing the ability to refer to a section of the code for explanation. Significant changes to the 2022 Village of Tinley Park Code upon adoption include decks, joists, mechanical exhaust systems, egress openings, vapor barriers, and Arc-Fault Circuit Interrupter Protection. In addition, the 2022 Village of Tinley Park Code numbering system has been rewritten to coordinate with the International Code Council Code.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend the adoption of 2021 International Building Codes, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #5 – CONSIDER PURCHASE & SALE AGREEMENT WITH GSP DEVELOPMENT, LLC FOR PROPERTY LOCATED AT 7551 191ST STREET – Pat Carr, Village Manager, presented the purchase and sale agreement for the property located at 7551 191st Street (southwest corner of 191st and Harlem Avenue) to GSP Development, LLC in the amount of \$1,700,000, stating this would be a simultaneous closing.

Trustee Galante asked for a detailed explanation of the simultaneous close and if the developer has a plan for the property. Paul O’Grady, Village Attorney explained that the closing with GSP Development will be shortly after the closing with Lincoln-Way. As GSP is the end-user of the property, they will be handling the due-diligence phase for the Village. GSP is also paying the Village’s attorney fees for the real-estate closing. As part of the agreement, the developer has 12 months to present the plan to the Village.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to recommend a Purchase & Sale Agreement with GSP Development, LLC for property located at 7551 191st Street be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #6 – CONSIDER APPROVAL OF FUNDING FOR THE VISITINLEYPARK.COM TOURISM WEBSITE – Donna Framke, Marketing Director, explained the marketing department has been working with Point B Communications to develop the creative design and messaging required to take the Tinley Park Life Amplified brand out to market. The next step in the process of building the tourism infrastructure is the design and development of a dedicated VisitTinleyPark.com website. Currently, Tinley Park’s visitor information is housed beneath the Visitor tab on the TinleyPark.org website. Although that site reflects the Tinley Park Life Amplified brand and the visitor content is accessible via a redirect of the VisitTinleyPark.com URL, the site exists as a content-heavy, governmental site, which is limited and makes the visitor and event planners’ user experience difficult to navigate.

The proposed site will be focused on promoting Tinley Park as a destination, using an open-source CMS optimized for organic search and mobile usage. We will build upon the content that exists on our visitor tab, which simply inventories our hospitality amenities, and develop engaging messaging and aesthetics that will be supported by multiple heading styles, fonts, and photos designed to encourage users to read more, click through and stay on the site a little longer. The result will be a digital touchpoint presented with a fresh, clean, and updated look designed to inform potential visitors of the many entertainment options available. The site will also provide a full-service RFP submission portal for future convention and meeting event planners.

The creation and development of this website is expected to take 16 – 18 weeks and will be paid for from Hotel-Motel tax.

Trustee Brennan asked if there will be a phone app. Ms. Framke stated it will be a responsive site. Trustee Mueller expanded on this stating the site is optimized for different devices.

Motion was made by Trustee Brady, seconded by Trustee Mueller to recommend approval of funding for the visittinleypark.com tourism website be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

Item #7 – CONSIDER RENEWAL OF AGREEMENT FOR VARIOUS FINANCE-RELATED PROJECTS – Hannah Lipman, Assistant Village Manager/Interim Treasurer, explained with continued vacancies in the Finance Department leadership, staff is requesting to enter into another project-based agreement with Brad Bettenhausen from Bettenhausen and Associates, LLC.

In this role, Mr. Bettenhausen will provide temporary administrative assistance to the Finance Department.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend the renewal of the agreement for various finance-related projects be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

Item #8 – CONSIDER AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND KIRBY SCHOOL DISTRICT 140 FOR SCHOOL SAFETY LIGHTS – John Urbanski, Public Works Director, presented the agreement with SD 140. Village staff met with Kirby School District 140 administration and investigated the need to install two solar powered school zone safety flashing beacon assemblies. Based on the collected data, staff recommends both entities split the costs to install the two (2) safety flashing beacon assemblies to increase driver awareness and enhance safety precautions for children, adults, and Village employees (crossing guards) utilizing the crosswalk at 80th Ave and 167th St. Kirby School District 140 will be fully responsible for the maintenance, operation, and any future costs for the safety flashing beacon assemblies after construction and installation. The plans and specifications were prepared by Christopher Burke Engineering.

The total estimated project cost will be \$40,000 with the Kirby School District 140 providing \$20,000 and the Village providing \$20,000.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Mueller to recommend an Intergovernmental Agreement between the Village of Tinley Park and Kirby School District 140 for school safety lights be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

Item #9 – CONSIDER A FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY FOR AN ADDITIONAL ENGINEERING REQUEST FOR 175th STREET AND RIDGELAND AVENUE – Mr. Urbanski presented the IGA. On September 13, 2017, the Village of Tinley Park and the Cook County Department of Transportation and Highway (CCDOH) entered into an Intergovernmental Agreement (IGA), to establish the responsibilities and costs associated with Part A

Preliminary Engineering Services and Part B Design Engineering Services for improvements along 175th Street from Oak Park Avenue to Ridgeland Avenue, Ridgeland Avenue from 175th Street to Oak Forest Avenue, and Oak Forest Avenue from Ridgeland Avenue to 167th Street.

In coordination with adjustments needed to be had during the design phase which has constituted this requested amendment for Subsection 3.1 of the original IGA:

3.1 County's Share of the PROJECT. The County shall pay for one hundred (100%) percent of the costs of the PROJECT as described in this Agreement, less the costs for the Village Work as described in Section 5.8 herein. The County's total estimated cost for the PROJECT is Five Hundred Thirty-Two Thousand Five Hundred Sixty and 00/100 Dollars (\$532,560.00).

This amendment still follows that costs associated with the details of the work as described for the "Design Engineering" Phase will be 100% CCDOTH.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a First Amendment to an Intergovernmental Agreement between the Village of Tinley Park and Cook County for an additional engineering request for 175th Street and Ridgeland Avenue be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #10 – CONSIDER QUALIFICATION BASED SELECTION (QBS) PROCEDURES – Mr. Urbanski presented the Qualification Based Selection (QBS) which ensures that federal agencies receive highly technical architect and engineering services from the most experienced and well-qualified firms at a fair and reasonable cost. The QBS process is required by State and Federal law for certain public projects in Illinois.

The Village is required to adopt a QBS procedure and complete the process for Federally-funded projects. Typically, the Village Board has approved the QBS procedure on individual projects however, adopting a standard Village QBS procedure provides consistency and expedites projects moving forward.

The policies and procedures meet all requirements.

There are no budget or financial implications to this resolution.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend Qualification Based Selection (QBS) procedures be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #11 – CONSIDER A CONTRACT WITH AQUAMIST PLUMBING AND LAWN SPRINKLING, INC. FOR IRRIGATION MAINTENANCE – Mr. Urbanski presented the service contract which is a renewal to provide start-up, winterization, and repair services to our irrigation systems at 3 (three) Streets Department locations and 4 (four) Facility locations that include a total of 190 zones.

- LaGrange Road
- Harlem Avenue
- 171st Medians
- Fire Station #4
- Oak Park Ave. Metra Station
- Village Hall
- Police Station

Public Works is recommending that we extend our current contract for an additional year for irrigation services on our seven (7) locations throughout Tinley Park (see above). The contract has the option of two (2)-one (1) year renewals. This would be the second (2nd) and final extension of the contract. In the past year Aquamist Plumbing & Lawn Sprinkling, Inc. has proven to be a professional, reliable contractor with reasonable rates.

Funding is requested in the FY23 Budget.

Budget Available	\$49,000.00
Anticipated Costs (3% increase)	<u>\$41,660.59</u>
Difference (under budget)	\$ 7,339.41

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Mueller to recommend a contract with Aquamist Plumbing and Lawn Sprinkling, Inc. for irrigation maintenance be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #12 – CONSIDER A CONTRACT WITH CARDNO, NOW STANTEC, FOR NATURALIZED STORMWATER AREA MAINTENANCE – Mr. Urbanski presented the service contract for a qualified contractor to provide maintenance for stormwater areas including installation, management, and stewardship for naturalized areas at various locations throughout the Village.

This RFP was advertised on March 1, 2022, in accordance with state bidding laws; two (2) sealed proposals were received by the deadline on March 21, 2022, at noon, and recorded by the Village Clerk's office.

Cardno, now Stantec	Monee, IL	\$124,417.40
Davey Resource Group	Elmhurst, IL	\$136,624.24

Public Works is recommending that we approve a contract to Cardno, now Stantec who rated very high on the RFP scoring and has proven on previous contracts to be a professional, reliable contractor with reasonable rates. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first year of the contract.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Sullivan to recommend a contract with Cardno, now Stanec, for naturalized stormwater area maintenance be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #13 – CONSIDER A SERVICE CONTRACT WITH CITY ESCAPE GARDEN AND DESIGN, LLC FOR LANDSCAPE BED MAINTENANCE

– Mr. Urbanski presented the service contract is for a qualified contractor to provide maintenance to the Village’s 5.6 acres of landscape beds throughout Tinley Park.

This RFP was advertised on March 1, 2022, in accordance with state bidding laws; three (3) sealed proposals were received by the deadline on March 22, 2022, at noon, and recorded by the Village Clerk’s office.

City Escape Garden and Design, LLC	Chicago, IL	\$153,089.46
Christy Webber Landscapes	Chicago, IL	\$159,797.75
Semmer Landscape	Chicago, IL	\$299,531.00

Public Works recommended approval of a contract to City Escape Garden and Design, LLC which rated very high on the scoring for Landscape Bed Maintenance. The contract has the option of 2 (two) – 1 (one) year renewals. This would be the first year out of the possible 3 (three) year contract.

Funding is budgeted in the FY23 Budget.

Budget Available	\$160,000.00
Year 1 of 3 contract	\$153,089.46
Difference under budget	\$ 6,910.54

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a service contract with City Escape Garden and Design, LLC, for landscape bed maintenance be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #14 – RECEIVE COMMENTS FROM THE PUBLIC

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

Motion was made by Trustee Mueller, seconded by Trustee Mahoney, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried. President Pro Tem Brennan declared the motion carried and adjourned the meeting at 6:32 p.m.



Interoffice Memo

Date: April 13, 2022

To: Village Board

From: Hannah Lipman, Assistant Village Manager/Interim Treasurer

CC: Brad Bettenhausen, Financial and Administrative Consultant

Subject: Annual Financial Audit Services

The Village has received a service proposal from Sikich LLP, who has served as the Village's Financial Auditor since 2017, where they were awarded a five (5) year contract through 2021.

Auditing is considered a professional service which is not required to be solicited by bid. The Village has periodically solicited proposals for audit services over the years to assure it is receiving the level of services and pricing to meet the Village's needs. Sikich LLP has provided a high level of service over the past several years. In addition, there is certain added benefits to efficiencies because of familiarity with the Village's accounting systems and financial records in retaining Sikich LLP at this time.

By means of background, Sikich LLP offers, but is not limited to, the following:

- * Decades of industry expertise and experience in the area of governmental accounting.
- * Depth of staff and resources that are available to assist the Village in matters related to the annual audit services, as well as other matters outside the scope of the audit itself.
- * Depth of experience in the governmental "industry." The firm is providing services to over 450 governmental entities.

Staff recommends approving a three-year (3) contract, with an option of two (2) additional years. The cost for the first year is \$58,795. The second year is \$60,500 and the third year is \$62,250.



March 18, 2022



SERVICE PROPOSAL

Audit Services

PREPARED FOR:

VILLAGE OF TINLEY PARK



SUBMITTED BY:

Sikich Government Services
Anthony M. Cervini, CPA, CFE
Partner-in-Charge, Government Services

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TRANSMITTAL LETTER

March 18, 2022

The Honorable Mayor
Members of the Village Board
C/O Ms. Hannah Lipman
Assistant Village Manager/Interim Treasurer
Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477

Dear Ms. Lipman,

Sikich is pleased to be considered for the re-appointment as independent auditors for the Village of Tinley Park. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We are prepared to commit the resources necessary to provide services to the Village of Tinley Park. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days, and look forward to the possibility of serving the Village of Tinley Park.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Cervini', with a long horizontal flourish extending to the right.

Anthony M. Cervini, CPA, CFE
Partner-in-Charge, Government Services

EXECUTIVE SUMMARY

We know what's challenging to the Village of Tinley Park. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for the Village of Tinley Park.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the Village finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the Village thinking about an audit firm. We understand that the Village requires a year-round partner, who will assist the Village in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the Village of Tinley Park.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY THE VILLAGE OF TINLEY PARK SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the Village of Tinley Park's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the Village of Tinley Park's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR THE VILLAGE OF TINLEY PARK

The scope of our work for the Village of Tinley Park is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the Village of Tinley Park, which is why we commit to delivering the results the Village of Tinley Park requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to continue to call the Village of Tinley Park our client and look forward to working with you.

TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the Village of Tinley Park and its component units in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village of Tinley Park and its component units, and is independent with respect to any non-attest services provided to the Village of Tinley Park and its component units, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to the Village of Tinley Park's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The Village of Tinley Park will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the Village of Tinley Park engagement, we will provide notice to the Village of Tinley Park.

The Village of Tinley Park's key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section on page 18 to read biographies of the Village of Tinley Park's engagement team.

ANTHONY M. CERVINI, CPA, CFE

ENGAGEMENT PARTNER

As engagement partner, Anthony will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the Village of Tinley Park's annual comprehensive financial report. Moreover, our firm's philosophy is to have the team leader on location throughout the audit process. Therefore, Anthony will be present at the Village of Tinley Park's offices during both our preliminary and final fieldwork.

BRIAN D. LEFEVRE, CPA, MBA

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

MARTHA TROTTER, CPA

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

JAMES R. SAVIO, CPA, MAS
QUALITY CONTROL PARTNER

The quality control partner will provide a second partner review of the audit workpapers and the Village of Tinley Park's annual comprehensive financial report.

NICK BAVA, CPA, MAS
SENIOR AUDIT MANAGER

As the senior audit manager, Nick will be the Village of Tinley Park's secondary contact for anything related to the successful audit of your organization. Nick will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the Village of Tinley Park the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.

SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the Village of Tinley Park, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the Village of Tinley Park’s specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich’s holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.



AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the Village of Tinley Park’s governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village of Tinley Park’s basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the Village of Tinley Park provide us with the basic information required for our audit.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the Village of Tinley Park
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. The Village of Tinley Park can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

WHY THE VILLAGE OF TINLEY PARK SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the Village of Tinley Park can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

The Village of Tinley Park will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the Village of Tinley Park's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment

ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the Village of Tinley Park with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the Village of Tinley Park the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the Village of Tinley Park, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the Village of Tinley Park.

INITIATIVE FOR YOUR SATISFACTION

The Village of Tinley Park's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the Village of Tinley Park?

SCOPE OF SERVICES FOR THE VILLAGE OF TINLEY PARK

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to the Village of Tinley Park:

- Audit of basic financial statements of the Village of Tinley Park for the fiscal year ending April 30, 2022.
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, dividers, introductory section, MD&A and certain statistical data to be provided by the Village of Tinley Park);
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the management letter for the Village of Tinley Park, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller (one electronic copy);
- Preparation of an agreed-upon number of bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the Village Board in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with the Village of Tinley Park Officials to present the completed audit and related materials.

CLIENT SERVICE TIMELINE

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<p>I. Preliminary Planning</p> <p>During this phase of the audit, we would meet with representatives of the Village of Tinley Park to discuss the approach we would take during the audit, focusing on areas of particular concern to the Village of Tinley Park as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.</p>	The meeting would be attended by the engagement partner and engagement manager, if necessary.								
<p>II. Preliminary Fieldwork</p> <p>During this phase of the audit, we would develop an understanding and documentation of the Village of Tinley Park's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the Village of Tinley Park's financial position as a whole.</p> <p>In addition, we would review all minutes from the meetings of the Board of Trustees and the Pension Boards and the Library; review all ordinances adopted by the Village of Tinley Park during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the Village of Tinley Park; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the Village of Tinley Park will prepare; review all proposed client assisted work papers and the timing of preparation by the Village of Tinley Park; develop our audit programs for the next phase of the audit and review and document any changes to the Village of Tinley Park's Annual Comprehensive Financial Report; and prepare the schedule for the remainder of the audit.</p>	This phase would be completed by the engagement partner, engagement manager and one professional staff.								
<p>III. Fieldwork</p> <p>During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the Village of Tinley Park's financial statements with a rough draft of the financial statements provided to the Village of Tinley Park at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the Village of Tinley Park to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.</p>	This phase would be completed by the engagement partner, engagement manager and one to two professional staff.								

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<p>IV. Workpaper Review and Report Production</p> <p>During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the Village of Tinley Park's staff after fieldwork has been completed.</p>	This phase would be completed by the engagement partner, resource partner and the quality control partner.								
<p>V. Drafts to the Village of Tinley Park</p> <p>We will deliver a preliminary draft of the Comprehensive Annual Financial Report within one week of the completion of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the Village of Tinley Park within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the Village of Tinley Park no later than three business days after receiving all proposed changes.</p>	This phase would be completed by the engagement partner.								
<p>VI. Completion of the Audit</p> <p>Upon approval of the drafts by the Village of Tinley Park, we will present the signed, bound copies of the annual comprehensive financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the Village of Tinley Park including the Village of Tinley Park Mayor, the Board of Trustees and management for formal presentations of the reports.</p>	This phase would be completed by the engagement partner.								
<p>VII. Support to the Village of Tinley Park</p> <p>Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village of Tinley Park. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the Village of Tinley Park to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Village of Tinley Park.</p>	This phase would be completed by the engagement partner.	Ongoing							

In future years, we would develop a similar plan and timeframe with the assistance of the Village of Tinley Park to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the annual comprehensive financial report. These completion dates are well within the deadlines established by the Village of Tinley Park. We have a proven track record of meeting and exceeding deadlines established by our clients.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Village Manager or their designee. The timing of this discussion will provide the Village of Tinley Park with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to Village Manager or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village of Tinley Park. The billings for the audit would not exceed this fee unless the Village of Tinley Park specifically requests that the scope of the engagement be expanded and the Village of Tinley Park and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

PROCESS IMPROVEMENT

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

FEE PROPOSAL

PROPOSAL COST SUMMARY

	2022	2023	2024	Option Years*	
				2025	2026
Financial Statements	\$51,820	\$53,375	\$54,975	\$56,625	\$58,325
Single Audit	\$3,000	\$3,150	\$3,300	\$3,475	\$3,650
TIF Compliance	\$3,975	\$3,975	\$3,975	\$3,975	\$3,975
TOTAL	\$58,795	\$60,500	\$62,250	\$64,075	\$65,950

*Option years to be exercised based on mutual agreement between the Village and Sikich.

These fees assume that the Village of Tinley Park will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

ENGAGEMENT TEAM BIOGRAPHIES

- Anthony M. Cervini, CPA, CFE
- Brian D. LeFevre, CPA, MBA
- Martha Trotter, CPA
- James R. Savio, CPA, MAS
- Nick Bava, CPA, MAS

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW

ANTHONY M. CERVINI

CPA, CFE

Partner-in-Charge, Government Services

Anthony M. Cervini, CPA, CFE, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management.

Anthony has participated in hundreds of audits of municipalities and other governmental entities since beginning his career with Sikich in 2005. He also has been responsible for serving as lead instructor for governmental accounting, auditing, financial reporting, cash management and internal control courses internally and throughout the Midwest.

Anthony serves as a member of the GFOA Special Review Committee and is the current Chair of the Illinois CPA Society Government Report Review Committee. Anthony previously served as a budget reviewer for the Government Finance Officers Association Distinguished Budget Presentation Award.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society Government Report Review Committee
Chairperson (2021-present)
GAAP Basis Reporting - Sub-Chair (2018-2020)
- Illinois Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- GFOA Special Review Committee
- Naperville Area Humane Society, Treasurer (2010-2017)
- PrimeGlobal Managers' Leadership Program (2015-2016)

EDUCATION

- Bachelor's Degree in Accounting, The University of Iowa
- Master of Business Administration, Benedictine University



LOCATIONS:

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BRIAN D. LEFEVRE

CPA, MBA

Partner

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible for developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the Firm and for the Illinois Government Finance Officers Association (IGFOA). Brian previously served as Chair of the Governmental Report Review Committee of the Illinois CPA Society.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Police and Fire Pension Accounting Services

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Report Review Committee
- Illinois Government Finance Officers Association
- GFOA Special Review Committee
- Northern Illinois Alliance of Fire Protection Districts
- Illinois Public Pension Fund Association
- Aurora Downtown Kiwanis Club, Former Treasurer and Board Member
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996
- Lord of Life Church, Former Executive Director and Treasurer

EDUCATION

- Bachelor's Degree in Accounting, Valparaiso University
- Master of Business Administration, Northern Illinois University



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MARTHA TROTTER

CPA

Partner

Martha Trotter, CPA, specializes in supporting the needs of Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Since beginning her career with Sikich in 2011, Martha has participated in hundreds of audits of municipalities and other governmental entities. In addition to her client responsibilities, Martha teaches continuing professional education courses within the firm.

SERVICE AREAS

- Governmental Audit and Accounting
- Governmental Financial Reporting

AFFILIATIONS

- Illinois Government Finance Officers Association
- Illinois CPA Society

EDUCATION

- Bachelor of Science in Accountancy, University of Illinois



LOCATION:

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JAMES R. SAVIO

CPA, MAS

Partner

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association
Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,
Class of 1998

EDUCATION

- Master of Accounting Sciences, Northern Illinois University
- Bachelor's Degree in Accounting, Northern Illinois University



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NICK BAVA

CPA, MAS

Senior Audit Manager

Nick Bava, CPA, MAS, is a senior audit manager at Sikich, where he provides assurance and advisory services to a variety of governmental entities, with a focus on cities, villages, and park districts. He also works with not-for-profit entities including community colleges. He is responsible for providing technical services to Sikich's government clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management. Acting as the liaison between the client and engagement team, Nick conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Not-for-Profit Audit, Accounting

AFFILIATIONS

- Illinois Government Finance Officers Association, Conference Planning Committee
- Illinois CPA Society
- Government Finance Officers Association
- Metro West Council of Government
- Illinois City/County Management Association

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University
- Master of Accounting Sciences, Northern Illinois University



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STATE & LOCAL GOVERNMENT RESOURCES



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SCOTT KOLBE
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 Services & Products
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 Partner
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 Investigation
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GOVERNMENT SERVICES

Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM LEADER



ANTHONY CERVINI
CPA, CFE
PARTNER-IN-CHARGE

T: 630.566.8574

E: anthony.cervini@sikich.com

WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.



GOVERNMENT SERVICES

OUR EXPERTS



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ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. With more than 1,000 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.



Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

FIRM PROFILE



ORGANIZATION

Sikich LLP, a leading professional services firm specializing in accounting, technology, investment banking* and advisory services**, has 1,000+ professionals throughout the country. Founded in 1982, Sikich now ranks within the country's top 30 largest Certified Public Accounting firms and is among the top one percent of all enterprise resource planning solution partners in the world. From corporations and not-for-profits to state and local governments, Sikich clients can use a broad spectrum of services and products that help them reach long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

STATISTICS

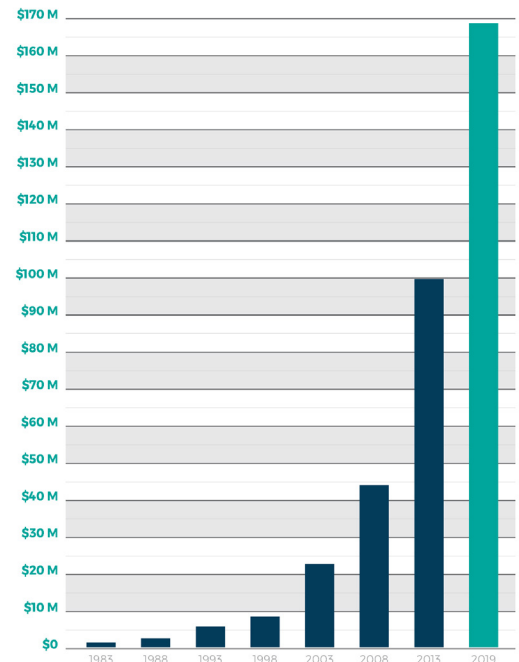
2020 Revenue \$184.2M
 Total Partners 100+
 Total Personnel 1,000+
Personnel count as of 2020



● SIKICH.LOCATIONS®

Akron, OH (330) 864-6661	Crofton, MD (410) 451-5150	Milwaukee, WI (262) 754-9400	Princeton, NJ (609) 285-5000	Washington, MO (636) 239-4785
Alexandria, VA (703) 836-1350	Decatur, IL (217) 423-6000	Minneapolis, MN (331) 229-5235	Springfield, IL (217) 793-3363	
Boston, MA (508) 485-5588	Indianapolis, IN (317) 842-4466	Naperville, IL (630) 566-8400	St. Louis, MO (314) 275-7277	
Chicago, IL (312) 648-6666	Los Angeles, CA (877) 279-1900	Peoria, IL (309) 694-4251	St. Louis, MO (636) 532-9525	

SIKICH TOTAL REVENUE



SERVICES

ACCOUNTING, TAX & ASSURANCE

TECHNOLOGY

- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Security and Compliance
- Digital Transformation Consulting

ADVISORY

- Business Succession Planning
- Insurance Services
- Forensic and Valuation Services
- Human Capital Management & Payroll Consulting
- Investment Banking
- Marketing & Communications
- Retirement Plan Services
- Supply Chain
- Transaction Advisory Services
- Wealth Management

* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.

** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

CERTIFICATIONS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality

Center. We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

AWARDS

2018-2021

- 2021, 2020 Great Place to Work®
- 2020, 2019 Oracle® NetSuite 5 Star Award
- 2019/2020, 2018/2019 Inner Circle for Microsoft Dynamics
- *Accounting Today* Top 100 Firms - ranked top 30 nationally
- *Accounting Today* Top 100 Value Added Reseller Stars (VARs) - ranked top 10
- Best Places to Work in Illinois
- Best Places to Work in Indiana
- Milwaukee's Best and Brightest Companies to Work For®
- Chicago's Best and Brightest Companies to Work For®
- Boston's Best and Brightest Companies to Work For®
- Bob Scott's Top 100 VARs

2017

- Bob Scott's Top 100 VARs
- *Accounting Today* Top 100 VARs
- Vault Accounting Top Ranked
- When Work Works Award
- WorldatWork Work-Life Seal of Distinction
- Microsoft Dynamics Inner Circle and President's Club
- Best Places to Work in Illinois
- Milwaukee's 101 Best and Brightest Companies to Work For®
- Best Places to Work in Indiana
- Chicago's 101 Best and Brightest Companies to Work For®
- *Milwaukee Journal Sentinel* Top Workplaces in Milwaukee
- *Chicago Tribune's* Top Workplaces
- *Crain's List* Chicago's Largest Privately Held Companies
- Boston's 101 Best and Brightest Companies to Work For®
- National Best and Brightest in Wellness
- National Best and Brightest Companies to Work For



SIKICH IS PROUD TO BE PART OF:

PRIMEGLOBAL

PrimeGlobal is one of the top five largest associations of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing, and management services to clients around the globe.



Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

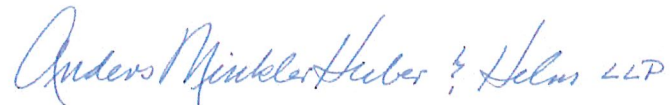
Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

A handwritten signature in blue ink that reads "Anders Minkler Huber & Helms LLP". The signature is written in a cursive, flowing style.

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants



Interoffice Memo

Date: April 13, 2022

To: Village Board

From: Hannah Lipman, Assistant Village Manager/Interim Treasurer
Pat Carr, Village Manager

Subject: Land Acquisition – 6825 & 6827 171st Street

Staff was recently made aware of two parcels (6825 & 6827 171st St) that were for sale through the Cook County Land Bank Authority. As we continue to grow and develop our down town, property acquisition is an essential tool for the Village so we can control the growth and encourage certain uses.

To note, these two parcels in particular, previously had structures on them that the Village demolished at its own expense because they were so blighted.

Staff is asking the Board to authorize the Village Manager to continue to work with the Cook County Land Bank Authority towards the purchase of these two parcels.



FILE NUMBER:

Cook County Land Bank Authority (“CCLBA”) Terms Sheet



- 1. Property: Address: 6825 171st Street, Tinley Park, Illinois 60477
PIN(s): 28-30-301-023-0000, 28-30-301-024-0000
- 2. Purchaser: Name: Village of Tinley Park
Address: 16250 S. Oak Park Avenue, Tinley Park, Illinois 60477
Phone: (708) 444-5000
Email: pcarr@tinleypark.org
- 3. Purchaser’s Attorney: Name: Del Galdo Law Group, LLC
Address: 1441 S. Harlem Avenue, Berwyn, Illinois 60402
Phone: (708) 222-7000
Email: kiernat@dlglawgroup.com
- 4. Purchase Price: Sixty-Five Thousand and No/100 U.S. Dollars (\$65,000.00)
- 5. Proposed Municipal Use for Property: This property will be used in connection with the development of a public outdoor recreational corridor. The Village of Tinley Park intends to establish a green corridor that will, among other things, allow for a broader stormwater management system, provide recreational trails that will connect to downtown, and offer environmental educational opportunities for the community.

-
- 6. Financing: The Purchaser (check one) () will or () will not obtain financing to purchase the Property. Lender: NA

CCLBA will have the right to terminate this transaction upon any material change in how the purchase of the Property is being financed. Any such change will be permitted only with CCLBA’s express authorization.

- 7. Property Sold As-Is: Each Property sold by CCLBA is sold on an “as is” basis with no express or implied warranties as to condition.
- 8. Contract of Purchase and Sale: Upon the execution and delivery of this Terms Sheet by both Seller and Purchaser (collectively, “Parties”), Seller will have its attorneys prepare, and send to Purchaser, a Purchase Agreement. Such Purchase Agreement shall be consistent with these terms and shall include other material terms and conditions of the sale yet to be agreed to by the Parties, including, without limitation, representations and warranties mutually acceptable to the Parties. The Purchaser shall have **seven (7) business days** from the date the Purchaser receives the Purchase Agreement to return a signed Purchase Agreement to the Seller’s attorneys. Electronic copies are acceptable. Notwithstanding any other provision, if a signed Purchase Agreement is not returned within **seven (7) business days**, the terms set forth in this Terms Sheet and the Purchase Agreement shall expire.
- 9. Contingent on Acquisition: CCLBA (check one) () has, () has not, acquired the Property.

If CCLBA has not yet acquired the Property, CCLBA’s obligation to close on the Property is contingent upon CCLBA’s acquisition of the Property prior to _____ (“Acquisition Deadline”). If, at any time, CCLBA notifies Purchaser that CCLBA will not be acquiring the Property prior to the Acquisition

Deadline, this Terms Sheet and the Purchase Agreement shall be null and void. The Acquisition Deadline may only be extended by mutual agreement by the Parties in writing.

- 10. Closing Location and Period: The closing of the purchase and sale (the "Closing") shall take place no later than thirty (30) days (the "Closing Date") at a mutually agreeable time at the offices of the CCLBA or as otherwise agreed to by the Parties in writing.
- 11. Transfer Taxes; Prorations and Closing Costs: Purchaser will shall pay the costs of any transfer/inspection fees and taxes due for Seller's acquisition and sale of the Property. Notwithstanding any local custom, Purchaser shall record the deed and pay all associated costs. Seller represents that property taxes have been voided through the year of Seller's acquisition. However, any taxes that have accrued between the year of Seller's acquisition and the Closing will be Purchaser's responsibility to pay. Seller will not provide a tax proration at Closing.
- 12. Post-Closing Security. CCLBA currently has a contract with Door & Window Guard Systems, Inc. ("DAWGS") to secure the Property while it is vacant. The rates for maintaining the DAWGS system after Closing are attached to this Term Sheet. Pursuant to local ordinance, Purchasers are obligated to keep the Property secured at all times after Closing until the property is re-occupied. Purchaser agrees to secure the Property after closing as follows:
 - Keep and maintain the current DAWGS system at the attached rates.
 - Discontinue and replace the DAWGS system.
 - Not applicable

- 13. Termination: Unless the Parties have made and entered into a Purchase Agreement, Seller shall have the right to withdraw its acceptance of the terms in this Term Sheet. If the Seller exercises this option, this Term Sheet shall be deemed null and void and neither party shall have any further duties or obligations under this Term Sheet. If Seller withdraws acceptance of this Term Sheet, Seller agrees to refund the originating Party any Application Fee paid as part of this transaction. Neither Party shall be entitled to any monetary or legal damages as a result of termination.

If this term sheet correctly reflects your understanding of our mutual intent with respect to certain principal terms and conditions of the proposed sale of the Property, please so indicate by signing this Terms Sheet and returning the same to the undersigned.

Cook County Land Bank Authority ("CCLBA")

By: Eleanor Gorski
F13D71778F49460...

Name: Eleanor Gorski
Title: Executive Director

Agreed to as of 4/11/2022

Application Fee Received: NA

Purchaser: Village of Tinley Park

By: Pat Carr

Name: Pat Carr

Title: Village Manager

Agreed to as of 2/11/22



Interoffice Memo

Issued/Approved by: **Stephen C. Klotz,**
Fire Chief Administrator

Memo #22-55

Date: April 13, 2022
To: Pat Carr, Village Manager
From: Stephen Klotz, Fire Chief Administrator
Subject: Apparatus Purchase Request

The Fire Department is submitting this proposal as part of the FY22 budget for new apparatus. The budget contains approved capital request for this purchase is in the amount of \$700,000, and is designated for an Engine Company. This request includes the contributions from the TPFD Association, and by using prepayment options. This apparatus is being purchased through the Houston-Galveston Area Council (HGAC) Consortium bidding proposal.

Pricing Summary:

Sale Price- \$830,000.00

100% Performance Bond:

Included in the sale price

100% Prepayment Option:

The Village of Tinley Park may elect to make a 100% prepayment and we will receive a discount of \$32,514.00. This will change the sale price to \$797,486.00. We have prepaid our apparatus in the past.

New Engine Company:.....	\$830,000.00
Performance Bond:.....	<i>Included in sale price</i>
Prepayment Award:.....	\$32,514.00
TPFD Association Contribution:.....	\$159,497.00 (20%)
<hr/>	
TOTAL	\$637,989.00

SCK/mb

Attachment: MacQueen Proposal





PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

March 29, 2022

Fire Chief Steve Klotz
Village of Tinley Park
17355 S. 68th Court
Tinley Park, IL 60477

Subject: **Proposal for One (1) Pierce Enforcer Pumper
Proposal / Bid 612**

Dear Fire Chief Klotz,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$830,000.00***

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

100% Performance Bond:

Included in the sale price.

100% Prepayment Option:

Should the Village of Tinley Park elect to make a 100% prepayment at contract execution, a discount of (**\$32,514.00**) can be subtracted from the above "Total Sale Price" resulting in a revised contract price of **\$797,486.00**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Tinley Park, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery – 21.5-23.5 months from receipt and acceptance of contract.



PERFORM LIKE NO OTHER

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days. **May 1st, 2022 there will be an increase to the Sale Price of approximately 7.5%.**

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 815-693-9015 or vince.baudek@macqueengroup.com.

We wish to thank the Village of Tinley Park for the opportunity to submit our proposal.

Respectfully,

Vince Baudek

Vince Baudek
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and Village of Tinley Park, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$830,000.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance**a. Delivery**

Delivery of the Product is scheduled to be within 21.5-23.5 months of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Village of Tinley Park
Fire Chief Steve Klotz
17355 S. 68th Court
Tinley Park, IL 60477

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile Signatures

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications or amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC**VILLAGE OF TINLEY PARK**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

 MacQueen Equipment, LLC
 1125 7th Street East
 St. Paul, MN 55106

 Customer Name Village of Tinley Park Date April 8, 2022

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Pumper	\$830,000.00*

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

PERFORMANCE BOND:

Included in the contract price.

100% PREPAYMENT OPTION:

DUE AT CONTRACT EXECUTION TO BE APPLICABLE.

If 100% prepayment is made with contract, deduct \$32,514.00 from contract price.

Payment due with contract is \$797,486.00. **Initial here to accept:**

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS"

100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES"

Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT"

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 8, 2022 BETWEEN MACQUEEN AND Village of Tinley Park (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? Yes No

If yes, please provide lienholder information. _____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 612 Dated 3/29/2022 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 612 Dated 3/29/2022 .



Interoffice Memo

Date: March 31, 2022
To: Deputy Chief Thomas Tilton
From: Jack Touhy *J. Touhy*
Subject: **Administrative Fees, Arrest Processing, Seizure and Impoundment of Motor Vehicles**

Sir,

As directed, I researched our current ordinances and processes for administrative fees and towing of vehicles. My research revealed the following:

Pertaining to our current Driving Under the Influence (DUI) \$500 Impound Fee (along with several other emergency response fees); we are granted authority to enforce under local ordinance 70.60 (D.U.I. Emergency Response Penalty and Fees).

Our internal police process is for the arresting officer to have the violator's vehicle towed and a hold placed on the vehicle pending the payment of the \$500 impound fee. The arresting officer provides the on-duty records clerk with a completed DUI Release of Vehicle Form (refer to example form #1) and a copy of the Vehicle Enforcement Form (refer to example form #2). The vehicle owner upon paying the \$500 impound fee at the Records/Front Desk is issued a receipt and a copy of the release form (example form #1) to present to the tow company. The \$500 impound fee is processed by the Record Clerk in the Village cashing system under a DUI fee drop down. My recommendation is to not make any changes to this ordinance or process, both seem to be working well.

As to a recommendation to include additional violations in our ordinances for further offenses that would be subject to seizure, towing and impoundment fees as is necessary as a part of the community caretaking function so that the motor vehicle does not jeopardize public safety and the efficient movement of vehicular traffic, I recommend the following:

Adopting additional language to our current Towing of Motor Vehicle Ordinance (90.20) in particular under Unlawful Vehicle Section additional offenses similar to what was adopted in the Village of Orland Park Seizure and Impoundment of Motor Vehicles Ordinance Chapter 10 (refer to example form #3); subsection 6-10-2: (1) to (16) (offenses), 6-10-3 (1) (2) (seizure and impoundment of motor vehicles) and 6-1-4 (posting a bond). Adopting this language would allow for our Officers to tow for additional offenses as well as imposing a \$500 impoundment fee similar to the above mentioned \$500 D.U.I. fee. The additional impoundment fees would add to fostering a community caretaking accountability initiative.

If the recommendation is adopted, the process for collection of said fees would be similar to our current DUI impoundment fee with exception of amending internal police forms DUI Release of

Vehicle Form (example form #1) to include another NON DUI release form with similar wording and ordinance reference. Additionally the Vehicle Enforcement Form (example form # 2) could be amended in the vehicle hold section "other" to include NON DUI \$500 Administrative Fee). The Finance Department would need to set up an additional accounting line in the cashiering system to include an Administrative Tow Fee drop down.

Lastly, my research pertaining to an arrest processing fee revealed the following:

The Village of Orland Park as well as a number of other communities by way of an ordinance have adopted an Administrative Fee of \$50.00 for Officers processing an arrestee on any bookable arrest, including bookable warrant arrests. This administrative fee would help offset the officer's time spent on arrestee processing which includes; complaint drafting, fingerprinting and photographing procedures, bond collection, release procedures, and prisoner transport (if applicable), evidence processing (if applicable), Records processing, and Crime Analysis. In addition, the fee would help offset the cost of the annual maintenance fees associated with the Livescan/Digital Booking System/equipment. While processing arrestees, there is a negative impact on the officer's responsibilities to other duties in our community. The community pays for this lack of coverage by the officer who is tied up on the booking process.

I would recommend the Village adopt a similar ordinance to Orland Park (refer to example form #4) and enact a \$50.00 arrestee processing fee as part of a community caretaking accountability initiative.

The collection of the processing fee would be similar to that of the vehicle impoundment; if the arrestee is making bond, the fee as part of the bonding process would be paid at the front desk (cash or credit card), the Finance Department would need to create an accounting line in the cashiering system with a drop down for an arrestee processing fee. I am still researching how the fee is administered for arrests that do not bond out and are taken to a court bond hearing. This process need further exploring however I would recommend immediately moving ahead with the Village adopting an arrestee processing fee ordinance.



FEES*TINLEY PARK***§ 70.60 D.U.I. EMERGENCY RESPONSE PENALTY AND FEES.**

(A) The following costs, charges and penalty are hereby established as the village's costs, charges and penalty relative to emergency responses in D.U.I. cases. An "EMERGENCY RESPONSE" is hereby defined as any incident requiring a response by a police officer, a firefighter or an ambulance.

	<u>Emergency Response</u>	<u>Cost</u>
(1)	Each on-scene police officer/squad	\$63.00 (per hour - per person)
(2)	Fire Department response with a fire report	\$150.00 (per hour - per vehicle)
(3)	Each Fire Department response with fire extinguishment	\$300.00 (per hour - per vehicle)
(4)	Each Fire Department accident response	\$300.00 (per hour - per vehicle)
(5)	Each Fire Department unit for rescue or extrication (non-fire incident)	\$300.00 (per hour - per vehicle)
(6)	Each additional piece of Fire Department equipment/vehicle required Command vehicle Pumper, truck or rescue squad vehicles	\$150.00 (per hour - per vehicle) \$300.00 (per hour - per vehicle)
(7)	Daily storage fee of vehicles impounded as the result of a D.U.I. arrest	Fee customarily charged by the village as may be determined from time to time.
(8)	Impoundment fee/penalty	\$500.00

(B) In the event that a defendant is found guilty (regardless of what the court-imposed penalty is) relative to a D.U.I. case, the person shall be required to reimburse the village for the above costs. In the event a motor vehicle is seized or impounded, or stored, as a result of a D.U.I. arrest, before the motor vehicle shall be released, the person charged with the D.U.I. and the owner of record of the motor vehicle (if the owner was not the actual driver at the time of the arrest) shall be jointly and severally liable for the \$500 impoundment fee provided for above, which amount shall be paid to the Police Department of the village prior to the release of the motor vehicle. In the event that the individual defendant is found not guilty of the offense of D.U.I., the village shall refund the impoundment fee to the person who paid the same. Such amount shall be in addition to any daily storage fee and towing fee of the company that does the actual towing of the vehicle, which amounts shall be paid regardless of whether there is a conviction, and which amounts are not refundable.

(Ord. 2007-O-057, passed 10-23-07)

§ 70.99 PENALTY.

(A) Whoever violates any provision of this title for which another penalty is not already provided, shall be fined not more than \$500 for each offense.

('77 Code, § 70.999) (Ord. passed 8-18-58; Am. Ord. 66-0-005, passed 3-28-66)

(B) Whoever violates § 70.23 shall be guilty of a class A misdemeanor, punishable by a fine of not less than \$250 nor more than \$500 for each offense, in addition to any other penalties which may be imposed.

(ILCS Ch. 625, Act 5 § 11-311) ('77 Code, § 70.011(B))

OK TO RELEASE 09/06/2021 after 1346 HRS



TINLEY PARK POLICE DEPARTMENT

7850 West 183rd Street
Tinley Park, Illinois 60477
P: 708-532-9111
F: 708-444-5399



Chief Matthew Walsh

3

80

DUI Release of Vehicle Form

Case Number:

21-02906

Officer:

A. Allan #73

Date Impounded:

09/06/2021

Time Impounded:

01:46 Hours

Vehicle Impounded:

License Number/State:

CL23616

VIN Number:

2FAHP71W03X205744

Year:

2003

Make:

Ford

Color:

Silver

The Tinley Park Police Department releases the above vehicle to:

Name:

\$500 Impound Fee

Collected Pursuant to Village of Tinley Park Local Ordinance 70.60

Release Authorized by:

Date:

Time:

EXAMPLE FORM #1



TINLEY PARK POLICE DEPARTMENT

7850 West 183rd Street
Tinley Park, Illinois 60477
P: 708-532-9111
F: 708-444-5399
Chief Matthew Walsh



Vehicle Enforcement Form

Incident Number <i>21-02706</i>		LEADS/NCIC Number		Officer Assigned <i>R. Hill</i>	
Reason for Tow	Arrest <input checked="" type="checkbox"/>	Accident <input type="checkbox"/>	Abandoned/Hazard <input type="checkbox"/>	Evidence/Investigation <input type="checkbox"/>	Parking Violation <input type="checkbox"/>
Location <i>8012 KILLARNEY CT., TINLEY PARK IL</i>				Date/Time Towed <i>9/6/2021</i>	
Tow Company	<input type="checkbox"/> Tinley Auto Mon-Fri 8:00 am - 4:30 pm		<input type="checkbox"/> 17600 Duvan Drive, Tinley Park		708-532-0012
	<input checked="" type="checkbox"/> Stat Towing Mon-Fri 8:30 am - 4:00 pm		<input type="checkbox"/> 16550 S Crawford Ave, Country Club Hills		708-333-8200
	<input type="checkbox"/> Other		<input checked="" type="checkbox"/> <i>16601 HAMLEN AVE</i>		<i>CC HILLS</i>

Vehicle Information

Year <i>2003</i>	Make <i>FORD</i>	Model <i>CROWN VICTORIA</i>	Color <i>GRAY</i>
Registration # <i>LL-216</i>	Registration State <i>IL</i>	VIN <i>2FAHP71W03X205744</i>	

Driver/Operator Information

Owner Information

Name <i>SA</i>	<i>DRIVER</i>	Name <i>SEAN VELKAVRH</i>
Address		Address <i>4424 ADELE W. OAKFOREST IL. 60452</i>
Phone		Phone <i>708 259-4525</i>

Vehicle Hold

<input checked="" type="checkbox"/>	DUI Mandatory 12 hour hold and \$500.00 Administrative Fee (must be paid at the Tinley Park Police Department prior to release)
<input type="checkbox"/>	DUI 2 nd Offense, Mandatory 24 hour hold and \$500.00 Administrative Fee (must be paid at the Tinley Park Police Department prior to release)
<input type="checkbox"/>	Investigation – Must be approved by an Officer or Investigator prior to release
<input type="checkbox"/>	Other
<input type="checkbox"/>	Release upon satisfying towing fees, no hold

Pending Seizure/Forfeiture

Yes (Enter Vehicle into Evidence)

No

Inventory Completed

Yes

No

Officer Signature

R Hill

Date

9/6/2021

Example Form # 2

TOWING OF MOTOR VEHICLES

TINLEY PARK

§ 90.20 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning. If the term is not defined in this section or any other section of this title, it shall have the meaning ascribed in ILCS Ch. 625.

"ABANDONED VEHICLE."

- (1) A vehicle parked or otherwise located on the public way and:
 - (a) Is in such a state of disrepair that it is incapable of being driven.
 - (b) Has been unmoved for a period of at least seven days and from its condition, the period during which it has not been moved or some other circumstance appears to have been abandoned by its owner.
- (2) Vehicles parked in a public parking lot without consent of the lot owner, proprietor, or agent of the property, which person has requested that the vehicle be towed.
- (3) A vehicle defined as abandoned, or capable of being towed, by any other ordinances of the village, and which does not fall into the categories of "HAZARDOUS VEHICLES" or "UNLAWFUL VEHICLES", and therefore is not subject to an immediate tow.

"HAZARDOUS VEHICLE."

- (1) A vehicle that has been involved in an accident and is disabled or cannot be immediately moved by the owner or operator of the vehicle.
- (2) A vehicle that presents an immediate danger to the health or welfare of the members of the public.
- (3) A vehicle abandoned or disabled on a public street, way, or alley that is impeding the orderly flow of traffic or poses a potential danger to pedestrians and other operators of vehicles either by its location, condition or appearance.
- (4) A vehicle that must be moved to allow for proper municipal snow removal from a public street, way, or alley.

"OWNER." A person who holds legal title to the vehicle, or the right of possession of the vehicle.

"UNLAWFUL VEHICLE."

- (1) A vehicle that has been reported stolen or is the subject of a search and seizure by the Police Department.
- (2) A vehicle parked in violation of state statutes or ordinances of the village which prohibit parking at the location in question or for the period of time for which the vehicle has been parked, and where either the statute or the ordinance authorize the vehicle to be towed and the signs posted at or near the general location in question note that fact.
- (3) A vehicle towed incident to arrest.

(4) A vehicle that is used in connection with any of the following:

(a) The commission or attempted commission of any criminal offense classified as a Class A misdemeanor under the Illinois Criminal Code, 720 ILCS 5/1-1 et seq. or the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq. or any corresponding violation of the municipal code.

(b) The commission or attempted commission of any criminal offense classified as a felony under the Illinois Criminal Code, 720 ILCS 5/1-1 et seq or the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq.

(c) Where an outstanding warrant has been issued for the driver, whether the warrant is for failure to appear in court, or for initial charges, including both felony and misdemeanor charges.

(d) Operation or use of a vehicle in violation of 625 ILCS 5/11-503.

1. While the vehicle is part of a funeral procession; or

2. In a manner that interferes with a funeral procession.

(e) It shall not be necessary for criminal charges to be filed, prosecuted, and/or proven in order to demonstrate that one or more of the violations referenced in divisions (4)(a) through (4)(d) above has/have been committed.

“VEHICLE.” Any device in, upon, or by which any person or property is or may be transported or drawn (e.g. trailers and other pulled devices) upon a street, highway, or any public way.

(Ord. 84-0-014, passed 6-12-84; Am. Ord. 2020-O-059, passed 9-15- 20)

§ 90.21 AUTHORIZATION FOR TOWING.

The towing of vehicles by the village or its approved towing service operators shall be authorized only by the Police Department and only under the circumstances herein provided. Towed vehicles shall be impounded at facilities designated by the Police Department until lawfully claimed or disposed of pursuant to ILCS Ch. 625.

(A) Towing without notice; immediate tows. Vehicles may be towed without notice where the vehicle is a hazardous or unlawful vehicle.

(B) Towing with prior notice; abandoned vehicles. Abandoned vehicles may be towed after prior notice and the affording of an opportunity for a hearing as provided in § 90.23.

(Ord. 84-0-014, passed 6-12-84)

§ 90.22 HAZARDOUS AND UNLAWFUL VEHICLES; POST- TOW NOTICE AND HEARING PROCEDURE.

(A) Post-tow notice.

(1) Issuance of notice. Within 24 hours after towing a vehicle without prior notice, notice shall be forwarded by certified or registered mail, return receipt requested, to the address of the owner of the vehicle as obtained pursuant to the procedure detailed in § 90.23(A) or by personal delivery. The notice shall describe the vehicle and its location, the reason for the tow, the right to request a post-tow hearing and the procedure for doing so, and that the request must be filed within 15 days from mailing or delivery of the notice.

(2) Requests for hearings. Requests for post-tow hearings may be made in person in writing at the office indicated on the notice, or in writing mailed to the office, within 15 days of the mailing of the notice of tow. If notice is not made within the 15-day period, the right to a hearing shall be deemed

waived. If the inquiry is made in person, the police shall provide a hearing request form, and assist the person in preparing the request form.

(3) Release of motor vehicles.

(a) Before the owner or person entitled to possession of any impounded vehicle shall be permitted to remove the vehicle, the owner or other person entitled to possession shall furnish evidence of his identity, ownership of the vehicle or his right to possession, sign a receipt for the vehicle, and pay to the towing service operator any towing and storage charges due from the person.

(b) The owner may pay the full amount of fees and subsequently request a hearing pursuant to this section. The fees shall be in addition to (i) any other penalties that may be assessed by a court of law for the underlying violations; and (ii) any towing or storage fees, or both, charged by the towing company.

(c) If the owner wishes a hearing but cannot pay the towing expenses, he may submit a request for hearing and allow the motor vehicle to remain impounded, and request either:

1. A hearing under division (B) below to be held within 24 hours of his request, excluding Saturdays, Sundays, and holidays; or

2. If acceptable to the owner, a hearing within 15 days of the request on a date convenient to the vehicle owner and the village.

(B) Post-tow hearings.

(1) Opportunity for hearing.

(a) The owner or person entitled to possession of a vehicle towed, as an immediate tow, by or pursuant to the authority of the Police Department as set forth herein shall be provided the opportunity for a post-tow hearing to determine the validity of the tow and any towing or storage charges. This hearing will not be determinative of, or adjudicate, any citation issued relative to any towed vehicle.

(b) Any owner otherwise entitled to a pre-tow hearing, as set forth in § 90.23(B), to whom actual or mailed notice, pursuant to § 90.23(A) was not accomplished, shall have the opportunity to have a post-tow hearing under this section, upon request, as provided in division (A) above.

(2) Duties of vehicle tow hearing officer.

(a) The Hearing Officer, or by prior arrangement an official of the village, processing the owner's request for a hearing shall have authority to designate a hearing date and time, and to so inform the owner of the date and time of the hearing.

(b) The Hearing Officer shall review all evidence presented by the vehicle owner and the Department or other village employees, and shall make a finding based upon a preponderance of the evidence presented, as to the lawful authority for the towing and storage of the vehicle.

(c) For each hearing, the Hearing Officer shall complete a vehicle tow hearing decision and attach this decision to the Police Department's original vehicle towing report, and supply a copy of the vehicle tow hearing decision to the owner by personal delivery, if the owner is present, otherwise by mail.

(3) Findings of Vehicle Tow Hearing Officer. The Hearing Officer shall advise the owner of his findings at the conclusion of the hearing.

(a) If the towing and storage was authorized by law, and is not otherwise reimbursable, the owner shall be so informed.

(b) Should the towing or storage be found to be unauthorized or reimbursable, the Hearing Officer shall:

1. If the vehicle has been released to the owner:
 - a. Note the amount of the cash deposit or towing and storage fees prepared by the owner on the vehicle tow hearing decision.
 - b. Complete a printed voucher form for the amount to be reimbursed.
 - c. Transmit the decision and voucher form to the Chief of Police for his authorization for payment.
 - d. Advise the owner that a refund of the cash deposit or fees will be transmitted to the appropriate officials of the village for payment.
 - e. Transmit a copy of the hearing decision, along with the original voucher and original payment receipt to the Village Clerk within 48 hours of the hearing.
 - f. Unless the village files a lawsuit to contest the decision of the Hearing Officer, the owner shall be paid the money due within 28 days after the decision of Hearing Officer.
 - g. The village or the owner may contest the decision of the Hearing Officer in any manner provided by law.
2. If the vehicle is still in the possession of the towing company at the time of the hearing, the following procedure shall be followed: an order for the release of the vehicle shall be prepared in duplicate, and the owner shall be provided with the original, and a copy shall be attached to the vehicle tow hearing decision. Upon presentation by the owner to the towing company of the release, said vehicle shall immediately be released to the owner without payment of any service charge excused by the hearing decision.

(4) Records to be maintained. The vehicle tow hearing decision and towing reports shall be retained by the Police Department for a period of five years after each hearing.

(5) Towing companies. Notwithstanding any other provision of this code or statutory provisions to the contrary, any towing service operator authorized to perform tows on behalf of the village must perform its services subject to the provisions of this subchapter. However, the towing company shall have the right to recover from the village the reasonable value of its services for police ordered tows which are not due from the vehicle owner.

(Ord. 84-0-014, passed 6-12-84; Am. Ord. 2020-O-059, passed 9-15-20)

§ 90.23 ABANDONED VEHICLES; PRE-TOW NOTICE AND HEARING PROCEDURE.

(A) Pre-tow notice for abandoned vehicles.

(1) Notice pursuant to this division shall be personally delivered to the owner of the vehicle or shall be forwarded by registered mail, return receipt requested, to the address of the owner of the vehicle as indicated in the most current registration list of the Secretary of State.

(2) In the event that an out-of-state vehicle is proposed to be towed, inquiry shall be made of the Secretary of State of the particular jurisdiction for the furnishing of the most current registered name and address of the owner of the vehicle, and notice shall be mailed as provided herein to the address furnished. In no case will the village be required to delay towing more than seven days after the date of the mailing of the notice if no request for a hearing has been received within that seven-day period.

(3) A notice of intent to tow sticker with the earliest date upon which the tow may take place and the address and phone number of the Police Department shall be placed on the vehicle.

(B) Pre-tow hearing procedures.

(1) The owner or person entitled to possession of a vehicle, to be towed as an abandoned vehicle, shall have seven days after the date of mailing or personal delivery of the notice to request, in writing, a pre-tow hearing. Subsequent to this seven-day period, the vehicle may be towed. If the owner has not filed a written request for a hearing within the seven-day period, the hearing provisions of this subchapter will be deemed waived.

(2) Requests for a pre-tow hearing are to be made in writing or in person to the office indicated on the notice, with hearings to be scheduled at some time prior to towing. Forms for the requests shall be made available at the Police Department. The pre-tow hearing shall be scheduled for a date within 14 days of the mailing or personal delivery of the pre-tow notice and the village shall not be required to delay towing longer than the 14-day period.

(3) The Mayor shall choose an officer or employee of the village to serve as Hearing Officer. In no case shall that Hearing Officer be an individual who was involved in the initial decision to tow this vehicle.

(4) The hearing shall be informal in nature and the rules of evidence shall not apply. After receiving all relevant evidence, the Hearing Officer shall make a written decision as to whether towing of the vehicle is authorized by the laws of the state or the ordinances of the village. The owner shall be provided a copy of the pre-tow hearing decision. In the event that the evidence supports towing and compliance with the provisions of this subchapter, the Hearing Officer shall authorize that the vehicle be towed, with any towing and storage costs to then be imposed upon the owner thereof. The owner of the vehicle having had such a hearing may avoid the towing by immediately removing the vehicle from the improper location to a proper, lawful location and correcting any unlawful condition of the vehicle.

(5) In the event that a pre-tow notice is not received by the owner of the vehicle, post-tow hearing procedures are available, upon request of the owner as provided in § 90.22.

(6) Where the evidence fails to support towing or immobilization of the vehicle, the Hearing Officer shall direct that the vehicle shall not be towed. The village shall furnish a copy of the decision to the owner. No vehicle about which the decision has been rendered shall be towed by the village unless the circumstances under which the decision was rendered have changed. If at some subsequent time the village should wish to tow the vehicle from the same location, it shall follow the same procedures required for the towing of any other similarly situated vehicle.

(Ord. 84-0-014, passed 6-12-84)

§ 90.24 FORMS.

The forms utilized in the administration of this subchapter shall be in such form as is approved by the Chief of Police.

(Ord. 84-0-014, passed 6-12-84)

§ 90.99 PENALTY.

Whoever violates any provision of § 90.02 shall be fined not more than \$500. Each day's violation shall constitute a separate offense.

('77 Code, § 95.99(D)) (Ord. 70-0-011, passed 7-13-70)

ORLAND PARK

CHAPTER 10

SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES

SECTION:

- 6-10-1: Definitions**
- 6-10-2: Public Nuisance Declared**
- 6-10-3: Seizure and Impoundment of Motor Vehicles**
- 6-10-4: Posting a Bond**
- 6-10-5: Preliminary Hearing**
- 6-10-6: Plea Hearing/Evidentiary Hearing**
- 6-10-7: Disposition of Impounded Motor Vehicles**
- 6-10-8: Applicability of Other Laws**
- 6-10-9: Use of Fees Collected**
- 6-10-10: Administration Review**

6-10-1: DEFINITIONS:

For the purposes of this Section, and the interpretation and enforcement thereof, the following terms, phrases, words and their derivations shall have the meanings given herein, unless the context in which they are used shall indicate otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number, and words in the plural number include the singular number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

(1) **HEARING OFFICER:** A licensed attorney, who is not an officer or employee of the Village, designated by the Village Manager.

(2) **OWNER OF RECORD:** The record titleholder to a motor vehicle as registered with the Secretary of State of the State of Illinois, or any other applicable governmental agency.

6-10-2: PUBLIC NUISANCE DECLARED:

A motor vehicle, operated with the permission, express or implied, of the owner of record, shall be declared a public nuisance and shall be subject to seizure and impoundment under this Section where such motor vehicle is used in the commission of any of the violations set forth in this subsection or when the commission of any of the violations set forth in this subsection makes impoundment of the motor vehicle reasonably necessary as a community caretaking function so that the motor vehicle does not jeopardize public safety and the efficient movement of vehicular traffic. It shall not be necessary for criminal charges to be filed, prosecuted, and/or proven in order to demonstrate that one or more of the following violations has/have been committed:

(1) A violation of Section 8-6-4-1 (Discharge of Firearms) of this Code, as amended, or Section 8-6-1-2 (Assault and Battery) of this Code, as amended;

EXAMPLE FORM #3

(2) A violation of 625 ILCS 5/6-303 (Driving While Driver's License, Permit or Privilege to Operate a Motor Vehicle is Suspended or Revoked), as amended, except where said violation is in regard to a person whose driver's license, permit or privilege to operate a motor vehicle is suspended only for a violation of the emissions inspection laws as set forth in 625 ILCS 5/13C- 1, *et seq.*, as amended;

(3) A violation of 625 ILCS 5/11-204 (Fleeing or Attempting to Elude a Peace Officer), as amended; 625 ILCS 5/11-501 (Driving Under the Influence of Alcohol, Other Drug or Drugs, Intoxicating Compound or Compounds or any Combination Thereof), as amended; 625 ILCS 5/11-503 (Reckless Driving or Aggravated Reckless Driving), as amended; or 625 ILCS 5/11-506 (Street Racing), as amended, or the stopping of a person against whom a warrant has been issued by a circuit court for failing to appear to answer charges that the person was (a) operating a motor vehicle while that person's license was suspended or revoked or (b) operating a motor vehicle while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof;

(4) A violation of 720 ILCS 5/11-6 (Indecent Solicitation of a Child), as amended; 720 ILCS 5/12-2 (Aggravated Assault), as amended; 720 ILCS 5/12-4 (Aggravated Battery), as amended; 720 ILCS 5/12-4.2 (Aggravated Battery with a Firearm), as amended; 720 ILCS 5/12-4.3 (Aggravated Battery of a Child), as amended; 720 ILCS 5/12-4.6 (Aggravated Battery of a Senior Citizen), as amended; 720 ILCS 5/16A-3 (Retail Theft), as amended, when the value of the merchandise exceeds three hundred dollars (\$300.00); 720 ILCS 5/18-1 (Robbery), as amended; 720 ILCS 5/18-2 (Armed Robbery), as amended; 720 ILCS 5/19-1 (Burglary), as amended; 720 ILCS 5/19-1 (Residential Burglary), as amended; 720 ILCS 5/20-1 (Arson), as amended; 720 ILCS 5/20-1.1 (Aggravated Arson), as amended; 720 ILCS 5/20-2 (Possession of Explosives or Explosive or Incendiary Devices), as amended; 720 ILCS 5/21-1 (Criminal Damage to Property), as amended; or 720 ILCS 5/25-1 (Mob Action), as amended; or 720 ILCS 5/16-1 (Felony Theft), as amended; (Amd. Ord. 4966, 3/2/15)

(5) A violation of 720 ILCS 570/401 (Manufacture or Delivery of a Controlled Substance), as amended; 720 ILCS 570/401.1 (Controlled Substance Trafficking), as amended; or 720 ILCS 570/402 (Possession of a Controlled Substance), as amended;

(6) A violation of 720 ILCS 550/4(d) (Possession of More than 30 Grams of Any Substance Containing Cannabis), as amended; 720 ILCS 550/5 (Manufacture or Delivery of Cannabis), as amended; 720 ILCS 550/5.1 (Cannabis Trafficking), as amended; 720 ILCS 550/5.2 (Delivery of Cannabis on School Grounds), as amended; or 720 ILCS 550/8 (Unauthorized Production or Possession of Cannabis Sativa Plant), as amended;

(7) A violation of 720 ILCS 5/24-1 (Unlawful Use of Weapons), as amended; 720 ILCS 5/24-3.1 (Unlawful Possession of Firearms and Firearm Ammunition), as amended; or 720 ILCS 5/24-3.3 (Unlawful Sale or Delivery of Firearms on the Premises of any School), as amended; however, this subsection shall not apply when any of the exemptions set forth in 720 ILCS 5/24-2, as amended, are met;

(8) A violation of 720 ILCS 5/11-14 (Prostitution), as amended; 720 5/11-14.1 (Solicitation of a Sexual Act), as amended; 720 ILCS 5/11-15 (Soliciting for a Prostitute), as amended; 720 ILCS 5/11-15.1 (Soliciting for a Juvenile Prostitute), as amended; 720 ILCS 5/11- 18 (Patronizing a Prostitute), as amended; or 720 ILCS 5/11-18.1 (Patronizing a Juvenile Prostitute), as amended;

(9) The motor vehicle is otherwise subject to seizure and impoundment pursuant to 720 ILCS 5/36-1 (Seizure), as amended; or

(10) A violation of 625 ILCS 5/6-101 (Drivers Must Have Licenses or Permits), as amended.

(11) A violation of 625 ILCS 5/11-401(a)(Motor Vehicle Accidents Involving Death or Personal Injury), as amended. (Ord. 4626, 3-7-11)

(12) A violation of 625 ILCS 5/11-402(a)(Motor Vehicle Accidents Involving Damage to Vehicle), as amended. (Ord. 4626, 3-7-11)

(13) A violation of 235 ILCS 5/16-20(e) (The Consumption of Alcohol by a Minor), as amended. (Ord. 4626, 3-7-11)

(14) A violation of 720 ILCS 5/11-9(a)(2)(Public Indecency), as amended. (Ord. 4626, 3-7-11)

(15) A violation of 720 ILCS 5/16-30 (Identity Theft; Aggravated Identity Theft), as amended. (Ord. 4850, 11-4-13)

(16) A violation of either 625 ILCS 5/11 601.5 (a) or (b) (Driving 26 miles per hour or more in excess of applicable limit), as amended. (Ord. 5385, 2-18-19)

6-10-3: SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES:

(1) Whenever a police officer has probable cause to believe that a motor vehicle is subject to seizure and impoundment pursuant to this Section, the police officer shall cause the motor vehicle to be removed or towed to a facility authorized by the Village. When the motor vehicle is removed or towed, the police officer shall notify any person identifying himself or herself as the owner of record of the motor vehicle or any person who is found to be in control of the motor vehicle at the time of the alleged violation(s), if there is such a person, of the fact of the seizure and of the motor vehicle owner of record's right to request a preliminary hearing as provided in this Section. Said motor vehicle shall be impounded pending the completion of the hearings provided for in this Section, unless the owner of record of the motor vehicle posts with the Village a cash bond as set forth in subsection 4 below.

(2) A police officer who has probable cause to believe that a motor vehicle is subject to seizure and impoundment pursuant to this Section shall first ascertain whether the seizure and impoundment is necessary and reasonable under the circumstances. If in the judgment of the police officer then present, a person authorized by the owner of record or the operator of the motor vehicle is present and capable to provide for the lawful immediate removal of the motor vehicle, and said motor vehicle is not required to be held as evidence in regard to the violation, the police officer shall allow that individual to promptly remove the motor vehicle without it being subject to seizure and impoundment if seizure and impoundment of the motor vehicle is discretionary pursuant to subsection 2(10) above or seizure and impoundment of the motor vehicle is contemplated pursuant to subsections 2(1) through (9) above.

6-10-4: POSTING A BOND:

If a bond in the amount of five hundred and no/100 dollars (\$500.00) is posted with the Village, the impounded motor vehicle shall be released to the owner of record, upon the payment by the owner of record of the towing and storage costs to the applicable towing company. If an administrative fee is imposed pursuant to subsection 6(2) below, the bond shall be applied to said fee; provided, in the event that a violation of this Section is not proven, the bond shall be returned to the person posting the bond. All bond money posted pursuant to this Section shall be held by the Village until a hearing officer issues a decision, or, if there is judicial review pursuant to subsection 10, until a reviewing court issues a final decision.

6-10-5: PRELIMINARY HEARING:

Where the owner of record of a motor vehicle seized under the provisions of this Section makes a request, in writing and filed with the Chief of Police or the Chief of Police's designee, for a preliminary hearing within twelve (12) hours after the seizure of the motor vehicle, the Chief of Police or the Chief of Police's designee must conduct a preliminary hearing within twenty-four (24) hours after the request for a preliminary hearing is received by the Village; provided that if the date for the preliminary hearing falls on a Saturday, Sunday or legal holiday, the preliminary hearing will be held on the next business

day following the Saturday, Sunday or legal holiday. For purposes of this subsection, the following shall apply:

- (1) All interested persons shall be given a reasonable opportunity to be heard at the preliminary hearing.
- (2) The formal rules of evidence shall not apply at the preliminary hearing, and hearsay testimony shall be allowed, and shall be admissible.
- (3) If, after the conclusion of the preliminary hearing, the Chief of Police or the Chief of Police's designee determines that there is probable cause to believe that the motor vehicle was used as provided in subsection 2 above, the Chief of Police or the Chief of Police's designee shall order the continued impoundment of the motor vehicle, unless the owner of record of the motor vehicle posts a cash bond with the Village in the amount of five hundred and no/100 dollars (\$500.00), and pays the towing and storage costs to the applicable tow company, as set forth in subsection 4 above.
- (4) If the Chief of Police or the Chief of Police's designee determines that there is not probable cause to believe that the motor vehicle was used as provided in subsection 2 above, the motor vehicle shall be returned to the owner of record of the motor vehicle without any fees or other costs, but the owner of record shall be responsible to pay any towing or storage charges to the applicable tow company.

6-10-6: PLEA HEARING/EVIDENTIARY HEARING:

(1) Notice of Hearing. Within ten (10) days after a motor vehicle is impounded pursuant to this Section, the Village shall notify the owner of record of the date, time and location of a plea hearing that shall be conducted, pursuant to this subsection 6. Such notice shall be mailed by certified mail, return receipt requested, to the owner of record, as shown on the records of the Illinois Secretary of State. Notice by certified mail need not be given when the owner of record of the motor vehicle has been personally served with notice, in written form, of the time, date and location of the plea hearing. The plea hearing shall be conducted by a hearing officer, designated by the Village Manager. The owner of record shall appear at a plea hearing and enter a plea of guilty or not guilty. If a plea of guilty is entered, or if the owner of record fails to appear, the cause shall be disposed of at that time, with an order/default order in favor of the Village, which order/default order shall require the payment to the Village of the five hundred and no/100 dollars (\$500.00) administrative fee and towing and storage costs to the applicable tow company, and the continued impoundment of the motor vehicle until the owner of record pays to the Village the five hundred and no/100 dollars (\$500.00) administrative fee and towing and storage costs to the applicable towing company. If the owner of record pleads not guilty, an evidentiary hearing shall be scheduled and held no later than forty-five (45) days after the motor vehicle was impounded, unless continued by the hearing officer. All interested persons shall be given a reasonable opportunity to be heard at the evidentiary hearing. At any time prior to the evidentiary hearing date, the hearing officer may, at the request of either the Village or the owner of record, direct witnesses to appear and give testimony at the evidentiary hearing. The formal rules of evidence shall not apply at the evidentiary hearing, and hearsay evidence shall be admissible.

(2) If, after the evidentiary hearing, the hearing officer determines, by a preponderance of the evidence, that the motor vehicle was used in connection with a violation set forth in subsection 2 above, the hearing officer shall enter an order finding the owner of record of the motor vehicle civilly liable to the Village for an administrative fee in the amount of five hundred and no/100 dollars (\$500.00), and require the motor vehicle to continue to be impounded until the owner of record pays the administrative fee to the Village, plus applicable towing and storage costs to the applicable tow company. The five hundred and no/100 dollars (\$500.00) administrative fee shall be a debt due to the Village. If a cash bond has been posted pursuant to subsection 4 or 5(3) above, the bond shall be applied to the administrative fee. If the owner of record fails to appear at the evidentiary hearing, the hearing officer shall enter a default order in favor of the Village, which order shall require the payment to the Village of the five hundred and no/100 dollars (\$500.00) administrative fee and towing and

storage costs to the applicable tow company, and the continued impoundment of the motor vehicle until the owner of record pays to the Village the five hundred and no/100 dollars (\$500.00) administrative fee and towing and storage costs to the applicable towing company. If the hearing officer finds no such violation occurred, the hearing officer shall order the immediate return of the owner of record's motor vehicle without any fee or other costs, or, if a cash bond had previously been posted, the cash bond shall be returned, but the owner of record shall be responsible for any towing or storage charges to the applicable tow company.

(3) At the evidentiary hearing, the violation citation shall be prima facie evidence that the violation was committed as provided in the citation, and the burden of proof shall be upon the owner of record to prove that the violation was not committed.

6-10-7: DISPOSITION OF IMPOUNDED MOTOR VEHICLES:

(1) If the administrative fee and other applicable fees are not paid within thirty (30) days after an administrative fee is imposed against an owner of record who defaults by failing to appear at the hearings provided in subsection 6 above, or who admits guilt at the plea hearing, the motor vehicle shall be deemed unclaimed and shall be disposed of in the manner provide by law for the disposition of unclaimed motor vehicles pursuant to 625 ILCS 5/1-100, *et seq.*, as amended. In all other cases, if the administrative fee and applicable towing and storage costs to the applicable tow company are not paid within thirty (30) days after the expiration of time by which administrative review of the hearing officer's determination may be sought pursuant to subsection 10 below, or within thirty (30) days after an action seeking administrative review has been resolved in favor of the Village, whichever is applicable, the motor vehicle shall be deemed unclaimed and shall be disposed of in the manner provide by law for the disposition of unclaimed motor vehicles pursuant to 625 ILCS 5/1-100, *et seq.*, as amended.

(2) Except as otherwise specifically provided by law, no owner of record, lien holder or other person shall be legally entitled to take possession of a motor vehicle impounded under this Section until the administrative fee and towing and storage costs to the applicable tow company imposed pursuant to this Section have been paid. However, whenever a person with a lien of record against an impounded motor vehicle has commenced foreclosure proceedings, possession of the motor vehicle shall be given to that person if he or she agrees in writing to refund to the Village the amount of the net proceeds of any foreclosure sale, less any amounts required to pay all lien holders of record, not to exceed the administrative fee, plus the applicable towing and storage costs.

(3) Costs for towing and storage of a motor vehicle pursuant to this Section shall be those approved by the Chief of Police for all tow companies authorized to tow for the Police Department.

6-10-8: APPLICABILITY OF OTHER LAWS:

This Section is in addition to and shall not replace or otherwise abrogate any existing State or Federal laws or any ordinance that relates to the seizure or impoundment of motor vehicles, and any fee provided for in this Section shall be in addition to any and all penalties that may be assessed or imposed by a court for any criminal charges. This Section shall not apply: (1) if the motor vehicle used in the violation was stolen at the time of the violation and the theft was reported to the appropriate police authorities within twenty-four (24) hours after the theft was discovered; (2) if the motor vehicle is operated as a common carrier as defined by applicable law and the violation occurs without the knowledge of the person in control of the motor vehicle; or (3) if the motor vehicle is subject to successful forfeiture proceedings under 725 ILCS 150/1, *et seq.*, as amended ("Drug Asset Forfeiture Procedure Act"); 720 ILCS 5/36-1, *et seq.*, as amended ("Seizure and Forfeiture of Vessels, Vehicles and Aircraft"); or other State or Federal forfeiture laws.

6-10-9: USE OF FEES COLLECTED:

All fees collected by the Village pursuant to this Section shall only be deposited and used for Village traffic safety and enforcement expenditures.

6-10-10: ADMINISTRATION REVIEW:

Any owner of record, lien holder or other person with a legal interest in the motor vehicle, shall have the right to appeal the decision of the hearing officer to the Circuit Court of Cook County, Illinois, pursuant to the Administrative Review Act, 735 ILCS 5/3-101, *et seq.*, as amended.

(New Chapter - Ord. 4457, 2-16-09)

CHAPTER 2

ORLAND PARK

ADMINISTRATIVE FEES

SECTION:

8-2-1: Administrative Fee

8-2-2: Request for Hearing

8-2-3: Appeal - Administrative Hearing

8-2-4: Administrative Fee a Debt

8-2-1: ADMINISTRATIVE FEE:

The Police Department will charge an administrative fee of fifty dollars (\$50.00) for the processing of individuals on any bookable arrest, including any arrest on a warrant. (Ord. 5333, 9-17-18)

8-2-2: REQUEST FOR HEARING:

1. An individual may request, in writing within thirty (30) days of the imposition of the administrative fee, a hearing.
2. The Chief of Police or his/her designee shall conduct the hearing.
3. The hearing shall be informal, not subject to the formal rules of evidence, and may be conducted over the telephone.
4. If, after the hearing, the Chief of Police or his/her designee determines that the imposition of the administrative fee was proper, then he/she shall direct the collection of the administrative fee.
5. If there is a determination that imposition of the administrative fee was improper, then the individual shall not be required to pay the administrative fee. If the administrative fee has already been paid then the same will be refunded.
6. The individual may appeal the decision of the Chief of Police, or his/her designee, by requesting, in writing, within fourteen (14) days of the decision, an administrative hearing as set forth herein. (Ord. 5333, 9-17-18)

8-2-3: APPEAL - ADMINISTRATIVE HEARING:

1. Upon the timely written request by the individual who has been charged the administrative fee, a hearing on the lawfulness of the imposition of the administrative fee shall be conducted in conjunction with the administrative hearing Sections of this Code, Title 9, Chapter 15, Sections 9-15-1, et seq.
2. Any sworn or affirmed report that is prepared in the performance of a law enforcement officer's duties and sufficiently describes the circumstances leading to the individual's arrest and processing shall be admissible prima facie evidence of probable cause and the individual's liability, unless rebutted by clear and convincing evidence.
3. If after the hearing, the Hearing Officer finds that the imposition of the administrative fee was proper under the terms of this Chapter, the Hearing Officer may enter a written order finding the individual civilly liable to the Village of Orland Park.

EXAMPLE FORM #4

4. If the individual requests a hearing but fails to appear at the hearing, the Hearing Officer may enter a default order against the individual for the amount of the administrative fee.
5. If the individual fails to timely request a hearing, an order for the amount of the administrative fee shall be entered against the individual, unless said individual has affirmatively waived the right to an administrative hearing and agreed to pay the administrative fee.
6. If, after hearing, the hearing officer finds that the imposition of the administrative fee was improper, then the individual will not be charged the administrative fee, or the amount of the administrative fee shall be refunded if already paid. (Ord. 5333, 9-17-18)

8-2-4: ADMINISTRATIVE FEE A DEBT:

The administrative fee imposed upon an individual shall constitute a debt due and owing to the Village. If an individual has not previously paid the administrative fee, the individual shall have thirty (30) days to pay the debt. If not paid, the Village may seek to obtain a judgment on the debt and collect the judgment in any manner provided by law. (Ord. 5333, 9-17-18)



Interoffice Memo

Date: April 19, 2022

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager

From: John Urbanski, Public Works Director

Subject: AT&T Dedicated Internet & Voice Bundle

Presented for April 19, 2022 Committee of the Whole and Village Board Meeting.

Background: We are seeking approval for a new data and internet contract with AT&T for phone services for two years. The new contract will run through April 2024.

The Village has previously contracted with Call One for phone services since 2009. The contract rates have been increasing annually and with a recent change to Peerless network the services have noticeably declined. After reaching out to multiple consortium groups and AT&T, it was determined that AT&T provides the best options with the cost.

Description: The contract includes (3) converged voice & data fiber circuits to provide Voice-over-IP (VOIP) services on managed Internet connections at the following locations:

Village Hall
Public Safety
Police Department

The circuits are all designed to integrate with existing phone systems, and each site has the same configuration bundle consisting of a 10 MB Dedicated Internet circuit and 23 IP call paths. Local calling within a 50-mile radius is included, and 6,900 domestic long-distance minutes are included each month for each site. Additionally, IP Flexible Reach Enhanced Features for business continuity, disaster recovery, and alternate call routing is included at no-charge. There are no equipment charges as the managed routers are included.

There are no remote or on-site installation charges. There are no expected charges to bring the fiber to each building, and a site survey will be conducted by a local AT&T engineer to confirm site readiness.

The service for each site is \$591.80 for a monthly total of \$1,775.40.

Staff Direction Request: Approve AT&T dedicated internet & voice bundle contract (each site \$591.80 for a monthly total of \$1,775.40) for a 2 (two) year contract.

Attachment:
1. AT&T contract.



AT&T Dedicated Internet & Voice Bundle Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2022**.

For AT&T Administrative Use Only

attuid: MH6976

Account # _____ Master Customer # _____ Doc Viewer ID: _____

Contract ID#: **ADV14370951**

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: VILLAGE OF TINLEY PARK	AT&T Corp	Name: MARC HORK
Street Address: 16250 OAK PARK AVE	One AT&T Way	Street Address: 225 W RANDOLPH ST
City: TINLEY PARK, State: IL Zip: 60477	Bedminster, NJ 07921-0752	City: CHICAGO, State: IL Zip: 60606
Tel # 7084445500	ATTN: Master Agreement Support Team: mast@att.com	Tel # 3126231524

AGREEMENT TERMS**1. SERVICES**

Service	Service Publications Location
AT&T Dedicated Internet & Voice Bundle (ADIVB)	http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP (See AT&T Dedicated Internet & Voice Bundle)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	Term Start Date/Effective Date of Rates and Discounts
2 years	Effective Date of this Agreement

3. SERVICES COMPONENTS AND RATES (PRICES)**3.1. AT&T Dedicated Internet & Voice Bundle**

Port Speed	Concurrent Calls	Off-Net long distance - Included Minutes (per month)	Monthly Service Charge Group 1	Monthly Service Charge Group 2	Monthly Service Charge Group 3
10 Mbps	10	3,000	\$499.00	\$683.00	\$786.00
10 Mbps	15	4,500	\$525.00	\$725.00	\$828.00
10 Mbps	23	6,900	\$555.00	\$792.00	\$895.00
10 Mbps	30	9,000	\$645.00	\$850.50	\$953.50
10 Mbps	46	13,800	\$795.00	\$984.00	\$1,087.00
20 Mbps	10	3,000	\$555.00	\$882.00	\$951.00
20 Mbps	15	4,500	\$595.00	\$929.50	\$998.50
20 Mbps	23	6,900	\$645.00	\$1,005.50	\$1,074.50
20 Mbps	30	9,000	\$745.00	\$1,071.50	\$1,140.50
20 Mbps	46	13,800	\$895.00	\$1,223.00	\$1,292.00
50 Mbps	10	3,000	\$745.00	\$1,138.50	\$1,224.50
50 Mbps	15	4,500	\$795.00	\$1,186.00	\$1,272.00
50 Mbps	23	6,900	\$845.00	\$1,261.50	\$1,347.50
50 Mbps	30	9,000	\$895.00	\$1,328.00	\$1,414.00
50 Mbps	46	13,800	\$999.00	\$1,479.50	\$1,565.50
100 Mbps	10	3,000	\$950.00	\$1,495.00	\$1,634.50
100 Mbps	15	4,500	\$995.00	\$1,540.00	\$1,680.00
100 Mbps	23	6,900	\$1,025.00	\$1,612.50	\$1,752.50
100 Mbps	30	9,000	\$1,075.00	\$1,676.00	\$1,816.00

Doc ID: ADIVBEXP-1

V5 – 01/16/2021

Rate ID: ADIVB-061018-50, USOFN20



AT&T Dedicated Internet & Voice Bundle Agreement

100 Mbps	46	13,800	\$1,095.00	\$1,821.50	\$1,961.00
150 Mbps	10	3,000	\$999.00	\$1,786.00	\$1,962.50
150 Mbps	15	4,500	\$1,045.00	\$1,833.00	\$2,010.00
150 Mbps	23	6,900	\$1,075.00	\$1,909.00	\$2,086.00
150 Mbps	30	9,000	\$1,099.00	\$1,975.50	\$2,152.00
150 Mbps	46	13,800	\$1,199.00	\$2,127.00	\$2,303.50
250 Mbps	10	3,000	\$1,325.00	\$2,322.00	\$2,523.50
250 Mbps	15	4,500	\$1,375.00	\$2,369.00	\$2,570.50
250 Mbps	23	6,900	\$1,445.00	\$2,445.00	\$2,646.50
250 Mbps	30	9,000	\$1,495.00	\$2,511.00	\$2,713.00
250 Mbps	46	13,800	\$1,595.00	\$2,662.50	\$2,864.50
400 Mbps	10	3,000	\$1,399.00	\$3,095.50	\$3,399.50
400 Mbps	15	4,500	\$1,449.00	\$3,141.00	\$3,445.00
400 Mbps	23	6,900	\$1,499.00	\$3,213.50	\$3,517.50
400 Mbps	30	9,000	\$1,699.00	\$3,277.00	\$3,581.00
400 Mbps	46	13,800	\$1,799.00	\$3,422.00	\$3,726.00
500 Mbps	10	3,000	\$1,559.50	\$3,705.00	\$4,094.50
500 Mbps	15	4,500	\$1,609.50	\$3,750.50	\$4,140.00
500 Mbps	23	6,900	\$1,659.50	\$3,823.00	\$4,212.50
500 Mbps	30	9,000	\$1,859.50	\$3,886.50	\$4,276.00
500 Mbps	46	13,800	\$1,959.50	\$4,032.00	\$4,421.00
600 Mbps	10	3,000	\$1,697.00	\$4,162.00	\$4,597.50
600 Mbps	15	4,500	\$1,747.00	\$4,234.50	\$4,670.00
600 Mbps	23	6,900	\$1,947.00	\$4,298.00	\$4,733.50
600 Mbps	30	9,000	\$2,047.00	\$4,443.00	\$4,878.50
600 Mbps	46	13,800	\$2,047.00	\$4,443.00	\$4,878.50
1,000 Mbps	10	3,000	\$2,030.00	\$4,541.00	\$5,046.50
1,000 Mbps	15	4,500	\$2,080.00	\$4,613.50	\$5,119.00
1,000 Mbps	23	6,900	\$2,280.00	\$4,677.00	\$5,182.50
1,000 Mbps	30	9,000	\$2,380.00	\$4,822.00	\$5,328.00
1,000 Mbps	46	13,800	\$2,380.00	\$4,822.00	\$5,328.00
On-Net Calling & Local Off-Net Calling			Unlimited		
Enhanced Features Package (per concurrent call)			\$1.60		
US Off-Net per minute calling charge in excess of Off-Net long distance included minutes			\$0.0400		
IP Toll-Free Calling Plan Charge, Monthly Charge per Site*			\$15.00		
* Includes 1,000 minutes of usage per month per calling Plan G per Customer. Additional usage charges shall apply for aggregate usage over 1,000 minutes per the AT&T IP Toll-Free table below. IP Toll-Free can only be added to a new order for ADIVB.					
Business In A Box					
Base Unit NextGen			\$0.00		

Service Components: 20%

International Off-Net Outbound Calls – Land-Line (Fixed) and Mobile Terminations (per minute)

Service Component Discount applied to Service Guide rates, as revised from time to time

AT&T IP Toll-Free



AT&T Dedicated Internet & Voice Bundle Agreement

United States Calling Plan	Calling Plan G
AT&T IPTF Inbound – Interstate Usage	See BVOIP SG – AT&T Dedicated Internet & Voice Bundle, for Rate Table as revised from time to time
AT&T IPTF Calling Charge – US Intrastate Usage	
AT&T IPTF Inbound –Canada to US Usage	

4. WAIVERS

Charges Waived	Minimum Retention Period
Monthly Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	N/A*
Non-Recurring Charge per Dialed Toll-Free number for AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option	
AT&T IPTF Calling Plan G Non- Recurring Charge Dial Plan Setup Fee	
BVoIP Toll-Free Routing Arrangement (APN) Charge, Monthly Charge Per Site	
* N/A: Not Applicable ** This waiver applies only to new AT&T Toll-Free Advanced Features accounts. If a Toll-Free number is associated with an existing AT&T Toll-Free Advanced Features account, AT&T Toll-Free Advanced Features (Classic)-Feature Package II-Routing Plan Option will be billed on that account.	

5. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Agreement Term

6. AT&T DEDICATED INTERNET & VOICE BUNDLE GENERAL TERMS AND CONDITIONS

6.1. Agreement: AT&T and/or its Affiliates shall provide Customer products and services identified in this document (“Services”) pursuant to the “Agreement” consisting of this document and the following applicable “Service Publications”, incorporated by reference: (i) Tariff(s), Guidebook(s) and/or Service Guide(s) found at att.com/service-publications, and (ii) the AT&T Acceptable Use Policy (“AUP”) found at att.com/aup. AT&T may revise the Service Publications at any time. The order of priority of the documents that form the Agreement is, in descending order: this document; the AUP; and, then the applicable Tariff(s), Guidebook(s) and/or Service Guide(s) (provided, however, Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms).

6.2. Services: AT&T will provide or arrange to have the Service provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell any component of the Service without AT&T’s written consent. Customer will cause Users to comply with the Agreement and Customer is responsible for their use of the Service or any component of the Service, unless expressly provided to the contrary in a Service Publication.

6.3. Access to Premises: Customer will in a timely manner allow AT&T to access, or, at Customer’s expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer’s connection to AT&T’s network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

6.4. Hazardous Materials: Customer will ensure that the Site is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Site, AT&T may terminate the affected Service Component, or suspend performance until Customer remediates the condition.

Doc ID: ADIVBEXP-1

V5 – 01/16/2021

Rate ID: ADIVB-061018-50, USOFN20



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6.5. Independent Contractor Relationship: Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

6.6. License and Third-Party Terms: Software, Purchased Equipment and Third-Party Services, if any, may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of this Agreement is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

6.7. AT&T Equipment: Title to AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.8. Prices: Unless this document states otherwise, the prices listed in the Agreement are stabilized for the Term and no promotion, credit, discount or waiver set forth in a Service Publication will apply.

6.9. Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

6.10. Billing, Payments and Deposits: Payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within six (6) months date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.11. Expiration of Term: At the end of the Term (but subject to any existing Minimum Payment Period), Customer may continue Service under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term; however, upon expiration of the Term or applicable MPP, whichever is later, AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer and either party may terminate such service arrangement upon thirty (30) days' notice.

6.12. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. Either Party may terminate an affected Service for material breach, and AT&T may terminate or suspend (and later terminate) an affected Service, if such breach is not cured within 30 days of notice. If Customer is in violation of the AUP and fails to rectify the violation within five (5) days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. Provided, however, if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services, AT&T may terminate or suspend a Service, and, if the violating activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice. AT&T also has the right to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

6.13. Early Termination Charges: If Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period, (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges, and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in this section will not apply if a terminated Service Component is replaced with an upgraded Service



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Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

6.14. Withdrawal of Service or Service Component: Notwithstanding that this Agreement may commit AT&T to provide a Service to Customer for a Term, unless applicable local law or regulation mandates otherwise, AT&T may discontinue a Service or a Service Component to similarly situated customers and terminate Customer's Service or Service Component upon 120 days' notice.

6.15. Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.16. Limitation of Liability: AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

6.17. The above Disclaimer or Warranties and Liability and Limitations of Liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.18. Indemnity: Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement; or (iii) alleges that a Service infringes any patent, trademark, copyright or trade secret where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

6.19. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.



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6.20. General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law this Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

6.21. Definitions:

"Affiliate" of a party means an entity that controls, is controlled by, or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Equipment" equipment owned by AT&T and located at Customer's premises.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T in the course of providing the Services.

"Minimum Payment Period" means the minimum period identified in the Agreement during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment includes any internal code required to operate such equipment and any physical media provided to Customer on which Software is stored, but does not include Software.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means a physical location, including Customer's collocation space on AT&T's or subcontractor's property, where AT&T installs or provides Service.

"Software" means any software (including APIs and all associated written and electronic documentation and data) provided to Customer for a Service.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"User" means anyone who uses or accesses any Service provided to Customer.

FOR VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES, THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED IN THE SERVICE PUBLICATION.



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By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date").



Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



AT&T Dedicated Internet & Voice Bundle Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: VILLAGE OF TINLEY PARK	AT&T	Customer Account #:
Customer Full Address & Zip: 16250 OAK PARK AVE TINLEY PARK IL 60477	AT&T Full Address & Zip: 225 W RANDOLPH ST CHICAGO IL 60606	Customer Contact: Tel. #: 7084445500 AT&T Contact: Tel. #: 3126231524 Email ID: mh6976@att.com
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. This appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: VILLAGE OF TINLEY PARK	
Signature:	
Printed Name:	
Title:	
Date:	

This authorization shall continue in force unless and until revoked by the customer.



Interoffice Memo

Date: April 11, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: 2022 Sidewalk Flatwork and Curb Program - Contract Award

Presented for April 19, 2022 Committee of the Whole/Village Board Meeting consideration and possible action:

Description: The Village’s annual Sidewalk Flatwork and Curb Program addresses any required concrete maintenance. The scope of work consists of removal, replacement and construction of new concrete sidewalk, curb and gutter, and driveways at various locations throughout the Village as determined by Staff.

Five (5) bids were received and publicly read on April 7, 2022. The Village Clerk, Assistant Public Works Director, Village Engineer, Engineering Project Manager, and three contractors were present at the bid opening. The bid results are below and the bid tab is attached. The lowest, responsible bidder is Strada Construction Co. in the amount of \$120,820.

<u>Contractor</u>	<u>Location</u>	<u>Base Bid Total</u>
Strada Construction Co.	Addison, IL	\$120,820
Davis Construction Co.	Monee, IL	\$178,500
McGill Construction	Frankfort, IL	\$178,800
J&J Newell	Crete, IL	\$183,750
Advantage Paving Solutions	Joliet, IL	\$246,980
Engineer’s Estimate		\$200,200

Staff has reviewed and verified the bids and recommends award of the project to the low qualified bidder, Strada Construction. Strada Construction is pre-qualified through IDOT for the work required as part of this contract, they employ union workers, and has met the bid proposal requirements. Strada Construction has completed similar projects in the past and comes well recommended.

Budget / Finance: Funding is budgeted for in the FY22 General Fund Budget (01-26-023-75200).

Budget Available:	\$200,000	
Lowest Responsible Bidder:	\$120,820	
Contingency Amount:	<u>\$79,180</u>	
Difference:	\$0	On Budget

Staff Direction Request:

1. Approve low bid and award the project to Strada Construction Company in the amount of \$120,820 plus \$79,180 contingency amount. Total contract amount not to exceed \$200,000.
2. Direct Staff as necessary.

Attachment:

1. Bid Tab dated April 7, 2022.



**PUBLIC
COMMENT**

ADJOURNMENT